



Guaranty Agreement 擔保合約

This Guaranty Agreement (the “Agreement”) dated _____ (日期) is made by _____ (擔保人姓名) (“The “Guarantor”) in favor of Scottrade Financial Services, Inc., an Arizona corporation (“Scottrade”). Guarantor is the _____ (describe relationship to Client) (與客戶關係) of _____ (fill in name of client) (客戶全名).

本擔保合約由以上擔保人於以上日期為以上客戶擔保。

The client has entered into a Brokerage Account Agreement (“Brokerage Agreement”), with Scottrade and Scottrade has or will establish an account (the “Account”) for the Client. In order to induce Scottrade to provide brokerage services to the Client in accordance with the Brokerage Agreement, and in consideration of Scottrade providing such brokerage services as Scottrade in its sole and absolute discretion, provides to Client, Guarantor hereby personally, absolutely, unconditionally, and irrevocably guarantees Scottrade, its successors and assigns that the Client shall perform each and every obligation under the Brokerage Agreement arising in connection with the Client’s brokerage activities including, without limitation, the delivery of securities sold and the payment of any debit balance in the Client’s Account at Scottrade. With respect to any debit balance in the client’s Account, this is a guaranty of payment and not merely of collection. In addition, Guarantor shall and agrees to be liable to and to pay Scottrade all costs and expenses including, without limitation, attorney’s fees and expenses, incurred by Scottrade (a) in obtaining specific performance by the Client of any of the Client’s obligations under the Brokerage Agreement or (b) attempting or effecting collection hereunder or under the Brokerage Agreement.

客戶已和史考特證券公司簽定了一份經紀帳戶帳戶合約（簡稱“經紀合約”），因此，史考特證券公司已經或將為客戶建立一個帳戶（簡稱“帳戶”）。為了促使史考特證券公司按照經紀合約向客戶提供經紀服務，同時還考慮到史考特證券公司將完全自主地向客戶提供這些經紀服務，擔保人特此親自、絕對、無條件並不可撤銷地向史考特證券公司及其繼承人與受讓人保證：客戶將按照經紀合約履行有關客戶經紀活動所產生的各項和全部義務，包括但不限於賣出證券並支付客戶在史考特證券公司的帳戶中出現的借款金額。就客戶帳戶產生的任何借款金額而言，本合約是一個支付擔保而不僅僅是收取資金擔保。此外，擔保人應保證對史考特證券公司因以下行為所發生的全部成本及費用負責並給予支付，包括但不限於律師費用和支出：(a) 為敦促客戶履行其在經紀合約項下的任何特定義務或 (b) 嘗試或實際收取本合約或經紀合約項下的客戶資金。

The obligations of the Guarantor under this Guaranty Agreement (the “Agreement”) shall be continuing, absolute and unconditional under any and all circumstances and performance of any of the Client’s obligations and payment of any moneys due Scottrade hereunder shall be paid by the Guarantor regardless of (a) the validity or enforceability of the Brokerage Agreement, (b) any defense, offset, or counterclaim which may at any time be available to or be asserted by the Client or the Guarantor against Scottrade, or (c) any other event or circumstance whatsoever which may constitute, or might be construed to constitute, an equitable or legal discharge of a surety or guarantor.

依照本擔保合約（簡稱合約），擔保人在任何情況下都應該連續、絕對而且無條件地履行其義務，包括履行客戶所有的義務並向史考特證券公司支付客戶欠款金額，而不管 (a) 經紀合約是否有效或是否可實施，(b) 客戶或擔保人在任何時候可能針對史考特證券公司提出或主張任何辯護、補償或反訴，或(c) 因為公平或法律原因可能導致解除擔保或擔保人義務的任何事件或情況。

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Guarantor agrees (a) that any moneys and securities in any account which Guarantor may have with Scottrade, are pledged to secure the Account and any indebtedness therein due Scottrade, Inc. and, to that end, that Scottrade has a lien (the "Lien") on such money, securities, or other property of any kind that Scottrade may, from time to time, hold in the account or accounts of the Guarantor, (b) that Scottrade may proceed at any time, in its sole discretion and without prior demand or notice to the Guarantor, to enforce the Lien by the sale of such securities or property of the Guarantor, (c) that enforcement by Scottrade of such Lien shall not in any way affect the continuing personal liability of the Guarantor under this Agreement, (d) that at all times the Guarantor shall remain personally liable for performance of the obligations hereunder, (e) that enforcement of the Lien and the Guarantor's personal liability may be pursued by Scottrade concurrently, and (f) that Scottrade may obtain credit reports to verify your credit worthiness, contact employers, financial institutions, and make any other inquiries we feel necessary. Scottrade may also provide account information to others, including credit-reporting agencies.

擔保人同意 (a)擔保人在史考特證券公司的任何帳戶上的資金或證券都可用于擔保客戶帳戶的借款金額和償付客戶對史考特證券公司的所欠資金；因此，史考特證券公司對擔保人帳戶中持有的資金、證券或其它財產擁有扣押權，(b) 史考特證券公司任何時候在沒有事先要求或通知擔保人情況下就可自行決定通過出售擔保人的這些證券或財產來實施扣押權，(c) 史考特證券公司實施該扣押權不應該影響到擔保人按本擔保合約所應承擔的個人責任，(d)在任何時候擔保人都應對履行合約義務負責，(e) 史考特證券公司實施扣押權和要求擔保人承擔個人責任可同時進行，而且(f)史考特證券公司有權透過您的雇主、金融機構或其它必要措施以取得您的信用報告；我們也可提供您帳戶資料給其它機構與信用報告公司。

Guarantor hereby represents and warrants (a) that the Guarantor has full legal capacity and right to execute, deliver and perform this Guaranty, (b) that the Guarantor has received a copy of this Agreement, (c) that this Guaranty has been duly executed and delivered by the Guarantor and constitutes a legal, valid, and binding obligation of the Guarantor exercisable in accordance with its terms, (d) that the guarantor is not in default under any indenture, mortgage, contract or other agreement to which it is a party or by which the Guarantor or any of its assets may be bound and no such default is presently alleged by any party with respect to such obligations of the Guarantor, and (e) the Guarantor will, upon request by Scottrade, provide a signed personal financial statement and such other financial information as Scottrade may reasonably request.

擔保人在此聲明並保證(a) 擔保人具有簽署、交付及履行本擔保合約的完全法律行為能力和權利(b) 擔保人已收到本合約的一份副本，(c) 擔保人已正確簽署並交付了本擔保合約，由此構成了擔保人履行合約的合法有效、具有約束力的義務，(d) 擔保人沒有拖欠其作為當事人之一或是對擔保人及其資產有約束力的任何契約、抵押合約、合同或其它合約中規定的債務，而且目前沒有任何一方指控擔保人未能履行此方面的義務，(e) 如果史考特證券公司有要求，擔保人將提供一份署名的個人財務報告。如果史考特證券公司提出合理要求，擔保人還需提供其它的財務情況報告。

Notice of the death or legal incapacity of the Guarantor shall terminate this Agreement with respect to any transactions in the Account after the date such notice is received by Scottrade. This Agreement shall be binding on the heirs, administrators, representatives and successors of the Guarantor as to all obligations of the Guarantor hereunder prior to the termination of this Agreement.

自史考特證券公司接到擔保人死亡或喪失法律行為能力的通知之日起，將終止在帳戶內進行與本合約有關的所有交易。在終止本合約之前，擔保人在本合約中承擔的義務將繼續由擔保人的繼承人、管理者、委託代表來履行。

Notice of the acceptance of this Agreement and presentment, demand for payment, notice or dishonor, protest and notice of protest and of default by the Client and hereby waived by the Guarantor who agrees (a) that the obligations of the client may be enforced directly against the Guarantor independently of and without proceedings against the Client, (b) that Scottrade in its sole and absolute discretion may sell, exchange, release, surrender and otherwise deal with any collateral in the Client's account in accordance with the Brokerage Agreement, and (c) that Scottrade may from time to time exercise or refrain from exercising any rights against the Client and otherwise act or refrain from acting with respect to the Client, and may from time to time settle or compromise any claims of Scottrade against the Client, all without notice or consent of the Guarantor and without releasing the Guarantor from any of its obligations under this Agreement.

不論客戶的拒付、違約、或任何抗議行為通知，擔保人同意：(a)可直接強制擔保人承擔客戶應履行的義務，而無需對客戶採取訴訟行為；(b) 史考特證券公司可按照經紀合約自行決定是否出售、交換、讓予、放棄及其它方式來處置客戶帳戶上的所有抵押財產；(c) 史考特證券公司可不定期地行使或不行使自己對客戶所享有的權利，或者針對客戶採取或不採取一些措施，還可不定期地解決或折中處理史考特證券公司對客戶提出的索賠要求。所有這些都不需通知擔保人或取得擔保人的同意，而且擔保人並不因此而被解除其在本合約中規定的義務。

Except as otherwise provided herein, none of the terms of this Agreement may be amended, waived, altered, modified, or terminated except by an instrument in writing signed by the party against which enforcement of such amendment, waiver, alteration, modification or termination is sought. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles), and shall inure to the benefit of the successors and assigns of Scottrade.

除非下文另有規定，否則不得修正、放棄、篡改、修改或終止本合約中的任何條款。有一種情況除外，即有書面的正式文件允許這樣做，而且該文件上有上述行為所要針對的合約方的簽名。本合約受密蘇里州的州法律約束並按照該州法律進行解釋（而不顧及法律原則之間的衝突），而且保護史考特證券公司的繼承人和受讓人的利益。

In witness whereof, the Guarantor has duly executed and delivered this Agreement as of the day and year first written above.
茲證明擔保人已按上述日期簽署並交付了本合約。

Guarantor Information 擔保人資料			
Name 姓名		Social Security # 社會安全號碼	
Home Address 住宅地址		Home Phone 住宅電話	
City 城市	State 州	Zip 郵編號碼	Work Phone 公司電話

Date: _____ Guarantor Signature: **X** _____
日期： 擔保人簽名：

This agreement contains a predispute arbitration clause.
本合約中包含了事先制定的爭議仲裁條款。

Disclaimer

The information found on our website, forms, and agreements is provided in the Chinese Language for convenience and informational purposes only. The website, forms and agreements, although not in its entirety, were translated from Scottrade's English Language version. Although we attempted to provide a clear interpretation from the English version to Chinese, some of the content may differ due to differences in language translation and conversion processes. Our customers are bound to the English Language provisions of our agreements.

免責條款

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