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**By opening a brokerage account at Scottrade, Inc. ("Scottrade," "we," "our" or "us"), you acknowledge and represent that you have read and understand the Scottrade Brokerage Account Agreement (the "Agreement") below and agree to be bound by its terms. This Agreement includes the separate disclosures referenced in this Agreement. This Agreement governs each brokerage account ("Account") that you open or request to be opened with us.**

在史考特证券公司 (称为: "Scottrade", "史考特" "我们", "我们的", "对我们") 开设经纪账户, 您了解并表示您已阅读并理解以下史考特经纪账户合约 ("合约") 并同意遵守其条款。此协议包括协议中独立的声明。此协议管理您与我们开设或申请的每个经纪账户 ("账户")。

**I-A. Legal Capacity to Enter into Agreements; Accuracy of Application; Credit Information; Customer Identification Program Notice**

**Legal Capacity to Enter into Agreements.** You are of full legal age in the state or jurisdiction in which you reside and have the capacity to enter into this Agreement.

**Accuracy of Application.** By signing the Brokerage Account Application ("Application"), you acknowledge and attest that the information that you have provided us is current, accurate, truthful and complete. No one except the person(s) listed on the Application has an interest in the Account being subject to this Agreement. You agree to provide us with an updated Application promptly upon any material changes in any such information. You also agree to notify us in writing if you are or become: employed or affiliated with a broker-dealer, a U.S. stock exchange or the Financial Industry Regulatory Authority ("FINRA"); or an officer, director, 10 percent shareholder, control person or affiliate of a U.S. publicly traded company.

**Credit Information.** You authorize us to make inquiries to consumer or credit reporting agencies, financial institutions, employers and/or any other source we believe necessary to verify your identity (as required by federal law). You also acknowledge that Scottrade may provide information (e.g. negative account information or unsecured debts) regarding your performance under this Agreement to these agencies. You understand that, upon your written request, we will tell you whether we requested a credit report and provide the name and address of the agency that furnished it.

**Customer Identification Program Notice.** In order to help the government fight the funding of terrorism and money laundering activities, Scottrade is required by Federal law to obtain, verify, and record information that identifies each person who opens an account with us. When you open an account, Scottrade is required to collect information such as your name, date of birth, permanent physical address (no mail receiving or incorporation services), and identification number (if you are a U.S. citizen, this is typically your Social Security number). You may also need to present your driver's license or other identifying documents. By submitting an application, you authorize us to verify your identity, creditworthiness, and other information (and your spouse's if you live in a community property state), and to provide information about you and your Account to consumer and credit reporting agencies and collection agencies. You further authorize Scottrade to obtain copies of your consumer and credit reports at its discretion, at any time. We may deny your application to open an account or may decline to offer you certain services available under this Agreement in our sole discretion for any reason.

**I-B. Non-Resident Aliens; U.S. Visa Holders**

**Non-Resident Aliens.** We may open Accounts for non-resident aliens who are required to complete a Form W-8BEN for tax withholding purposes ("International Accounts"). We do not promote ourselves, nor hold ourselves out, as doing business outside the United States. Since this Agreement is not binding until approved and accepted by us in the United States, this Agreement shall be deemed a contract made in the United States.

All services to be performed by us shall be performed solely in the United States in United States dollars. You understand that an International Account must be an online account. A Scottrade office in the United States will service your Account because we do not have offices outside the United States. Notifications will be provided to you solely in electronic form through e-mail and notices posted to your particular Account on Scottrade's website. You further understand that you may only fund the Account with wired funds, personal checks, cashier's checks and/or money orders drawn on United States banks. Our website shall not be considered a solicitation for or offering of any investment product or service to any person in any jurisdiction where such solicitation or offering would be illegal.

**U.S. Visa Holders.** Due to differing tax implications and foreign securities regulations, Scottrade will not be able to provide services to certain clients residing outside of the United States on a long-term permanent basis. In certain countries, however, we may continue providing services through our Asia Pacific International operations. If you plan on leaving the United States on a long-term or permanent basis, please contact your local Scottrade team or independent investment advisor (if your Account is a Scottrade Advisor Services Account, or "SAS Account") 10 days in advance of your departure for further assistance. Also, if you are planning on maintaining or making additional contributions towards your retirement account(s) and you are returning to your home country permanently, we strongly encourage you to consult with your tax advisor regarding your distribution options and the tax treatment and/or consequences of any distribution(s). You also acknowledge that it is your responsibility to contact Scottrade if there are any changes to your U.S. Visa or when you leave the United States on a long-term or permanent basis. Scottrade is not responsible for any tax consequences in your Account that may occur as a result of your departure.

**I-C. Fees, Commissions and Account Minimums**

You agree to pay the brokerage commissions, charges, taxes or other fees as set forth in our then-current Brokerage Commissions and Fees Schedule as applicable to the pricing structure of your Account and the type of transactions and services you receive. Scottrade's Brokerage Commissions and Fees Schedule is available on our website. Certain clients may have a different pricing structure based on assets or activities in their accounts at Scottrade. You understand that Scottrade may require a minimum deposit to open an account and that you also may be required to maintain a minimum deposit amount. Commissions are charged on a per order basis. Limit orders executed over multiple days and orders modified after a partial execution on the same day will be treated as separate orders for commission calculation purposes.

**I-D. Application Approvals and Account Maintenance**

We may reject your Application, or close or restrict your Account for any reason, in our sole and absolute discretion, without notice to you and without disclosing the details of that decision. We may require that you provide us additional information or documentation in order for us to continue carrying your Account. You acknowledge that we may decide, at any time in our sole and absolute discretion, to restrict trading, prohibit disbursements and/or transfers, or take no action in your Account. You acknowledge that if we decide to close your Account, we may liquidate holdings in your Account and/or issue out the securities in your Account, at your expense, to the transfer agent of any security that is Direct Registration System (DRS) eligible, send to the address of record any security in certificate form, and/or send to the address of record any available cash balance in the form of a check made payable as the Account is registered and minus any fees or other obligations owed to Scottrade.

In addition, one of our overriding concerns is that our officers, employees, contractors and customers are provided with a safe environment. We will not tolerate physical violence, threatening behavior, or other inappropriate conduct directed toward officers, employees, contractors or customers. If you engage in any such behavior, you agree that we are authorized to: (i) liquidate any securities, instruments or other property in your account, (ii) send you the proceeds, and (iii) close your account. In exercising our rights under this Section, we will provide you with reasonable notice under the circumstances. We will not be responsible for any losses caused by the liquidation of securities, instruments or other property pursuant to this paragraph, including but not limited to any tax liabilities.

**I-A. 签署合约的法律资格；申请数据的准确性；信用资料；客户身份确认计划通知**

**签署合约的法律资格。** 您已达到您所居住州或法律管辖区的法定年龄并拥有资格签署此合约。

**申请数据的准确性。** 通过签署经纪账户申请，您承认并证明您向我们提供的数据是最新的、准确的、真实的且完整的。除了在申请中列出的人，任何其他人在此合约规定下的账户中无经济利益。您同意如果上述数据有任何变动，您应及时向我们提供更新的申请数据。您还同意在出现下列情况时以书面形式通知我们：您受雇于或附属于任何券商、美国股票交易所或金融行业管制局(FINRA)；或是美国任一上市公司的执行官、董事、拥有10%股份的股东、控制人员或附属人员。

**信用资料。** 您授权我们查询消费者信用报告机构、金融机构、雇主和/或其它我们认为有必要的数据提供方，以确认您的身份(联邦法律的要求)。您了解史考特可能会就您账户在此合约允许的范围向这些机构提供关于您表现的讯息(例如：无抵押债务的负面讯息)。您了解在您的书面要求下，我们会告诉您我们是否查询过您的信用历史，并提供给我们提供信用讯息机构的名称或地址。

**客户身份确认计划通知。** 为了协助政府打击恐怖分子集资和洗钱活动，联邦法律要求史考特获取、验证并记录可确认在史考特开户人身份的讯息。在您开户时，史考特需要收集数据，比如您的姓名、出生日期、永久居住地址(而非邮件接收或服务公司)和身份证号码(如果您是公民，这通常指您的社会安全号码)。您可能还需要出示您的驾照或其它身份证明文件。通过递交申请，您授权我们确认您的身份、信用和其它讯息(如果您居住在共有财产法律的州，我们还需要您配偶的讯息)，以及向消费者和信用报告机构和收账机构提供您和您账户的讯息。此外，您还授权史考特随时自行获取您的消费信用报告副本。我们可能会按此合约自行决定以任何理由拒绝您的开户申请，或拒绝向您提供特定服务。

**I-B. 非居民外国人；美国签证持有人**

**非居民外国人。** 我们可以为非美国居民的外国人开设账户，出于预扣税目的，非美国居民的外国人需要填写 W-8BEN 表格(国际账户)。我们不宣传也不在美国以外地区招揽经营业务。此合约必须要经我们在美国境内批准并接受后才有效力，因此这一合约应视为在美国境内达成的合约。我们进行的所有服务都仅以美元在美国境内进行。您了解国际账户必须是网上账户。由于我们在美国境外未设有办事处，史考特在美国的办事处将为您提供服务。通知将完全以电子方式提供，在史考特网站通过电子邮件和通知发布在您的特定账户中。您还了解您只能通过汇款、出自美国银行的个人支票、银行本票和/或汇票为账户注资。若任何管辖地区视此类业务征询或产品提供为违法行为，那不应认为我们的网站是在向任何在此管辖地区的人提供任何投资产品或服务。

**美国签证持有人。** 基于不同的税务影响和外国证券法规，史考特将无法向某些长期或永久居住在美国境外的客户提供服务。然而，在某些国家，我们可以通过我们的 Asia Pacific 亚太国际部门继续提供服务。如果您计划长期或永久离开美国，请在您起程的10天前联系您当地的史考特分行或独立的投资顾问(如果您的账户是史考特投资顾问账户，即SAS账户)以获取进一步协助。另外，如果您计划维持或额外存款至您的退休账户，并且您将永久返回您的祖国，我们强烈建议您就您的提款选择和任何提款的税务处理及/或后果咨询您的税务顾问。您还了解如果您的美国签证有任何变动或者您将长期或永久离开美国，您有责任联系史考特。史考特对于因您的离开而在您账户中产生的税务后果不承担责任。

**I-C. 费用、佣金及账户最低标准额**

您同意支付我们现在和以前制订与您账户类型或您获得的交易及服务类型有关的经纪佣金及收费标准规定的经纪佣金、收费、税金或其它费用。史考特的经纪佣金及收费标准可以在我们的网站获取。根据其在史考特账户中的资产和活动，某些客户可能有不同的定价结构。您了解史考特会要求开设账户的最低存入资金和账户最低维持标准。佣金以每个订单收取。经数天成交的限价单或订单当天部分成交后，加以修改则按分开后的订单收取佣金。

**I-D. 申请核准与账户维持**

我们可以自行以任何理由拒绝账户申请、关闭或限制您的账户，我们不会通知您，也不会透露决定的详细内容。为了维持您的账户，我们可能会要求您提供更多的文件。您了解我们可以随时自行决定对您的账户限制交易、禁止支付和/或转账、或不就账户做任何行动。您了解如果我们决定关闭您的账户，我们可能会在您负担费用的情况下清算您账户的库存和/或分发您账户中的证券、将那些在您账户中符合使用直接注册系统(Direct Registration System)要求的证券分发给过户代理、或以凭证的方式将证券寄送至您的记录地址、和/或将任何现有现金余额除去所欠史考特的任何费用或其它债务后以支票方式寄送至您的记录地址。

此外，我们首要关注的问题之一是能否为我们的管理人员、员工、承包商和客户提供安全的环境。我们将不会容忍对管理人员、员工、承包商或客户进行的肢体暴力、威胁行为或其它不当行为。如果您有任何这些行为，您同意我们有权：(i)清算您账户中的任何证券、投资工具或其它财产，(ii)将所得款项发送给您，并(iii)关闭您的账户。我们在本章节规定下行使权力时，会根据情况为您提供合理通知。对于根据此规定清算证券、投资工具或其它财产造成的任何损失，包括但不限于任何税务责任，我们不负任何责任。

## I-E. Joint Accounts; Fiduciary Accounts; Retirement Accounts

Scottrade offers many different account types, which you can learn about at [www.scottrade.com](http://www.scottrade.com). You understand that you are responsible for selecting the account type that is appropriate for your needs and circumstances. You also understand that certain account types may be eligible for or restricted from certain services offered by Scottrade. You represent the assets of the Account are free from all liens and charges and you represent and agree that no liens or charges will arise from your acts or omissions.

**Joint Accounts.** For joint accounts, each joint account holder agrees that each joint account holder shall have authority, without notice to the other joint account holder, to: (i) buy and sell securities, options, or other investment products on margin, or otherwise, depending on the type of account; (ii) receive confirmations, statements and communications of every kind related to the account; (iii) receive and dispose of money, securities and/or other property in the account; (iv) make, terminate, or agree to modifications of this Agreement; (v) waive any of the provisions of this Agreement; and (vi) generally to deal with us as if each joint account holder alone was the sole holder of the account. We will not have responsibility for notifying other joint account holders of the actions of any other joint account holder. Each joint account holder agrees that notice to any joint account holder shall constitute notice to all joint account holders. Each joint account holder further agrees that he or she shall be jointly and severally liable to us with respect to all matters relating to the account and for all obligations arising under this Agreement. We may follow the instructions of any of the joint account holders concerning the account and make delivery to any of the joint account holders of any and all securities and/or other property in the account, and make payments to any of the joint account holders, of any or all monies in the account as any of the joint account holders may order and direct, even if such deliveries and/or payments shall be made to only one of the joint account holders personally.

In the event that we receive notice of a dispute between or conflicting instructions from joint account holders, we may (but are not required to) place restrictions on the account, including restrictions on withdrawals or transfers from an account, until we receive satisfactory documentation that the dispute has been resolved or all joint account holders give us joint instructions. In the event of the death of any of the joint account holders, the surviving joint account holders shall immediately give us notice. The estate of any deceased joint account holder shall be liable and each survivor will be liable, jointly and individually, to us for any debt or loss in the account or debt or loss incurred in the liquidation of the account or the adjustment of the interests of the joint account holders. Unless the joint account holders indicated to the contrary when the account was opened, we may presume that it is the express intention of the joint account holders to hold the account as joint tenants with rights of survivorship. In the event of the death of any of the joint account holders, the entire interest in the account shall be vested in the surviving joint account holder(s) on the same terms and conditions as theretofore held, without in any manner releasing the deceased joint account holder's estate from liability.

**Fiduciary Accounts.** With regard to fiduciary accounts, a fiduciary is a person or entity authorized to make decisions with respect to an account on behalf of the account's beneficial owners, including a trustee, custodian of an account established pursuant to the Uniform Gifts to Minors Act ("UGMA") or Uniform Transfers to Minors Act

("UTMA"), conservator, guardian, executor, administrator, attorney-in-fact, or investment advisor or other person to whom trading authority has been granted. You understand and agree that Scottrade does not review any action or inaction by a fiduciary with respect to your Account and is not responsible for determining whether a fiduciary's action or inaction satisfies the standard of care applicable to such fiduciary's handling of the Account. You further understand and agree that Scottrade is not responsible for determining the validity of a person's or entity's status or capacity to serve as a fiduciary. Scottrade may require additional documentation before permitting a fiduciary on an existing account or when opening a new account. You and the fiduciary each agree to hold Scottrade and its officers, directors, employees, agents and affiliates harmless from any liability, claim, or expense (including attorneys' fees and disbursements), as incurred, for the actions or non-actions of your fiduciary.

**Retirement Accounts.** Retirement accounts are subject to additional terms, conditions and disclosures, specific to the type of account you are opening. All terms, conditions and disclosures for all retirement account types are available at [www.scottrade.com](http://www.scottrade.com). By opening your account you acknowledge you received, read and agree to all of the terms, conditions and disclosures applicable to the particular retirement account you are opening. Scottrade does not provide tax advice. Please consult your tax, or legal, advisor for questions concerning your personal tax or financial situation.

### Section II: Account Activity

#### II-A. No Advice and No Recommendations

You acknowledge that we do not and will not give investment, legal or tax advice or make securities recommendations relating to the advisability of transactions involving acquiring, holding, disposing of, or exchanging, individual securities or investment property, or recommendations as to how securities or other investment property should be invested after being transferred into your Account. You acknowledge upon acceptance of this agreement you agree that you are a self-directed investor and all orders entered are unsolicited and based on your own investment decisions or the investment decision of your duly authorized representative. You agree that neither Scottrade nor any of its associates may be your duly authorized representative and that you will neither solicit nor rely upon Scottrade or any of its employees for any such advice. You understand that you are solely responsible for all orders entered, including but not limited to trade qualifiers, the number of trades entered, the suitability of any trade(s), investment strategies and risks associated with each trade, and will not hold Scottrade or any of its employees liable for those investment decisions. You further understand that we do not and will not review the appropriateness or suitability of any transactions implemented or investment strategies employed in your Account for you. You hereby agree to hold Scottrade and its officers, directors, employees, agents and affiliates harmless from any liability, financial or otherwise, or expense (including attorneys' fees and disbursements), as incurred, as a result of any losses or damages you may suffer with respect to any such decisions, instructions, transactions or strategies employed in your Account by you or your duly authorized representative, or as a result of any breach by you of any of the covenants, representations, acknowledgments or warranties herein.

#### II-B. Purchases and Sales; Cash Account Restrictions

**Purchases and Sales.** To execute purchase orders, we generally require that your Account contain available funds equal to or greater than the purchase price of the securities. To execute sell orders, we generally require that securities be held in your Account free and clear of any liens and in good deliverable form. You agree that any purchase or sell order accepted (inadvertently or otherwise) by us without sufficient funds or negotiable certificates, respectively, in your Account, will be subject to liquidation in the case of a purchase order, or buy-in in the case of a sell order, at your expense. In the event full funds are not available in your Account when a purchase order is executed, you promise to pay the full amount due via wire transfer on or before the settlement date for the purchase. In the event a sale order is executed and the securities sold are not in your Account, you promise to deliver all securities sold, on or before settlement date. If such funds or securities are not received on or before the settlement date, we may liquidate your Account and you will be liable for any resulting losses and all associated costs that we incur.

## I-E. 共同账户；信托账户；退休账户

史考特提供多种不同账户类型，您可在 [www.scottrade.com](http://www.scottrade.com) ([chinese.scottrade.com](http://chinese.scottrade.com)中文)了解更多信息。您了解您有责任选择适合您需要及情况的账户类型。您还了解某些账户类型有资格或受限于接受史考特所提供的特定服务。您所代理的账户资产是无附带抵押和收费的并且您代表和同意没有任何由于您的行为或疏忽而产生任何抵押或收费。

**共同账户。**共同账户的每一个账户持有人同意在不通知另一持有人的情况下，任一账户持有人有权：(i)根据账户类型利用融资买卖证券、期权和其它投资产品；(ii)收取交易确认单、月结单和与账户有关的任何形式通讯数据；(iii)收取或处置资金、证券和账户中的其它财产；(iv)达成、终止或同意修改此合约；(v)放弃此合约中的任何条款；和(vi)以账户唯一所有人的形式与我们交涉。我们没有责任向账户持有人通知另一账户持有人的行为。每一个共同账户持有人同意，发送给任一持有人的通知也就是通知所有持有人。每一个共同账户持有人还同意，他或她对于账户相关事宜负有共同或分别的责任。我们会遵循任一共同账户持有人的与账户相关指示，向账户的任一持有人交送所有或部分证券或账户内的其它财产，并在任一账户持有人的要求或指示下，将账户内的任何或所有资金支付给账户的任一持有人，即使应交送并/或支付给某一账户持有人本人。

如果我们收到共同账户持有人之间有争议的通知或有冲突的指示，我们可能(但不需要)限制此账户，包括限制账户的提款和转账，直到我们收到文件说明争议已解决或所有账户持有人给我们共同的指示为止。在任一账户持有人去世的情况下，另一生存的账户持有人必须立即通知我们。去世账户持有人的继承人与任一生存者将共同和分别对账户内的债务和损失、或由于清算账户产生的债务和损失、或共同账户持有人的利益调整负责。除非共同账户持有人在开设账户时特别说明，否则我们会认为共同账户持有人的意图是开设生存权的共同账户。在任一共同账户持有人去世的情况下，该账户的所有利益都将在相同条件与规定下归于账户的生存者所有，但并不意味免除去世共同账户持有人遗产继承人的责任。

**信托账户。**关于信托账户，信托是指被授权能代表账户受益人对账户做决定的人或实体，包括受托人、符合向未成年人赠与统一法案(UGMA)或向未成年人转移财产统一法案(UTMA)账户的监管人、保管人、监护人、执行人、管理人、授权人、投资顾问或其他被授予交易权利的人。您了解并同意史考特不会监视托管人是否对于您的账户采取应有行动，且不负责决定托管人的行为是否对账户尽责。您还了解并同意史考特不负责决定任何人或实体的地位是否有效或其作为托管人是否称职。在同意现有账户或新开设账户拥有信托前，史考特可能需要额外数据。您和托管人都同意，由于托管人的行为或不行动所产生的任何责任、索赔或花费(包括律师费用及支出)，您不会追究史考特及其执行官、董事、雇员、代理人 and 附属单位的任何责任。

**退休账户。**具体到您所开设的账户类型，退休账户受附加条款、条件和公开声明的限制。所有退休账户类型的全部条款、条件和公开声明都可以在 [www.scottrade.com](http://www.scottrade.com) 查阅。您在开设账户时承认您收到、阅读并同意所有适用您所开设特定退休账户的条款、条件和公开声明。史考特不提供税务建议。有关您个人的税务或财务问题，请咨询您的税务或法律顾问。

## 第II章：账户活动

### II-A. 不提供任何咨询和建议。

您了解我们不会提供投资、法律或税务，或买入、持有、抛售、或交易个别证券或投资产品交易适当性，又或证券或其它投资产品在转入您的账户后应如何投资的建议。您了解一旦接受此协议，您同意您是自我主导的投资人，而所输入的订单都是自愿或基于您的投资决定或您正式授权代表的投资决定。

您同意史考特或其任何雇员都不是您的正式授权代表，您不能向他们索要或依赖他们为您提供这方面的建议。您了解您独自为您所输入的订单负责，其中包括但不限于，交易限定条件、交易输入次数、交易的可行性、投资策略和每次交易所涉及的风险。及其执行官、董事、雇员、代理人 and 附属机构的财务责任或其它责任，或费用(包括律师费用及支出)。

### II-B. 购买与出售；现金账户的限制

**购买与出售。**要执行买单，我们通常要求您账户内必须有等于或超过证券购买价格的资金。要执行卖单，我们通常要求您账户内持有的有效可递交证券且不附带任何留置权。您同意我们分别收到的买单和卖单(无论是否经您意愿)，如果没有足够资金或可转让证书，则买单会被清算，卖单会被买入补回，且所有费用由您来支付。在买单执行时，如果您账户内没有足够的资金，您保证在交割日之前通过电汇的方式付清此订单。在卖单执行时，如果您账户内没有所卖出的证券，您保证在交割日之前或当天交付所有卖出的证券。如果我们在交割日之前或当天没有收到付款或证券，我们会清算您的账户，您将为此举造成的损失和相关费用负责。

**Cash Account Restrictions.** Under Federal Reserve Regulation T, purchases in a Cash Account are permitted if a client has sufficient funds to pay for a purchase or will make full cash payment for the purchase prior to selling a security. Freeriding is the prohibited practice of purchasing and selling a security without meeting the payment obligation created by the initial purchase. Freeriding may also be caused by the use of unsettled sales proceeds to purchase securities. Freeriding violates Regulation T and may also violate other securities laws. You agree to promptly pay for any purchases in a Cash Account, and understand that freeriding in your Cash Account is prohibited and may result in us restricting or closing your Account.

#### II-C. Free Credit Balances and Funds Availability; Sweep Program Terms, Conditions and Disclosures

**Free Credit Balances and Funds Availability.** You understand and agree that Scottrade may place and hold your available cash balances in your Scottrade Brokerage Account as free credit balances, in our Sweep Program as described below, or through other arrangements that Scottrade may make available. We may change or replace these options for your available cash balances at our discretion. We may, in our sole and absolute discretion, pay you interest on any free credit balances awaiting investment. A free credit balance is the sum of the uninvested cash in your Account less the funds required to pay for purchase transactions due to settle on or after the day the free credit balance is to be calculated, charges to your Account, and credit balances that are Collateral (as defined in Section VII-C below) for your Obligations (as defined as Section VII-D below). Free credit balances are not bank deposits and are not insured by the FDIC. If you receive interest on these free credit balances, you agree that you maintain the free credit balances in your Account for investment purposes, and not solely for the purpose of receiving interest. We reserve the right to stop paying interest on free credit balances, close your Account or to take any other action necessary if we determine that you are maintaining free credit balances with Scottrade solely for the purpose of receiving interest. We may increase or decrease the rate of interest or decide to stop or start paying interest at any time in our sole and absolute discretion. Our use of credit balances in our business is subject to the limitations of U.S. Securities Exchange Commission ("SEC") Rule 15c3-3. You have the absolute right to receive, in the normal course of business, any free credit balance and any full paid securities to which you are entitled, subject to any open commitments to your Account.

**Wire and Automated Clearinghouse Transfers** These terms and conditions applicable to wire and Automated Clearinghouse ("ACH") transfers and your consent and agreement to same are subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted in the state of Missouri. With respect to ACH transactions which you have authorized, you agree to be bound by the National Automated Clearing House Association ("NACHA") operating rules and any local ACH operating rules then in effect. With respect to other electronic funds transfers, you agree to be bound by any rules then in effect governing the use of any system through which the funds may be transmitted including, but not limited to, Federal Reserve Board Regulation J with regard to Fedwire and the Clearing House Interbank Payments System ("CHIPS") operating rules with regard to CHIPS. You further agree that all wire transfers you initiate will be subject to the terms and conditions of the Automated Clearing House association rules with respect to the type of transfer initiated. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank, or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. You agree that ACH and wire transfers out of UTMA governed custodian managed accounts comply with the provisions of the Uniform Transfer to Minors Act.

If you originate a fund transfer and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, Scottrade and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You may be a party to an Automated Clearing House ("ACH") entry or a wire transfer that may be credited or debited against your Account. You agree that payment for ACH or wire credit transfers may be made solely by reference to the account number of the recipient. Scottrade is not obligated to determine whether a discrepancy exists between the name and the account number shown on the transfer information. Any credit resulting from an ACH credit or other wire transfer is provisional until Scottrade receives final payment. We reserve the right to delay or prevent withdrawal of funds pending verification of final payment.

If final payment is not received, or if your Account was credited by mistake, you agree that we may reverse the credit to your Account or that you will otherwise reimburse us if funds in your Account are not sufficient. In the event that the payment does not become final, the originator will not be deemed to have paid you the amount of the credit. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. If we receive a payment order to credit an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit. You will be notified of the receipt of any ACH entry or wire transfer in your Account statement, but next-day or other notice will not be provided. If you believe a transfer has not been properly credited to you, you agree to promptly notify us immediately at the number listed on your Account statement.

If you are entitled to compensation for any delay or improper completion of an ACH or wire transfer as a result of an error by us, our liability will be limited to the payment of interest for a period not exceeding the lesser of sixty (60) days or the period between the date of the error and the date of the correction. Any such compensation will be paid at our discretion by either (1) adjusting your Account balance to reflect the average balances you would have had but for the error, or (2) direct payment of cash in an amount equal to interest at the average applicable federal funds rate for that period. New accounts cannot perform ACH-Out transactions for 60 calendar days after initial deposit, regardless of deposit method. The new account will not be displayed as an option for ACH Out on the on-line self-service portal until the 61st day. Clients have ACH-Out capabilities, but cannot use that feature for 60 days after making the initial deposit to a new account.

**现金账户的限制。**根据联邦储备法规 T，允许在现金账户购买证券的前提是客户有足够的资金买入或在卖出证券前付清买入的全部款项。根据法规 T，Freeriding是在尚未付清初始购买款项的情况下，买入并卖出一支证券的行为，这是被禁止的。Freeriding也可能是指在购买证券时使用了未交割的卖出所得款项而造成。Freeriding 违反了法规 T，且有可能违反了其它证券法规。您同意及时支付您在现金账户内购买的任何证券，且了解您在现金账户中的 freeriding 是被禁止的，我们可能会因此而限制或关闭您的账户。

#### II-C. 自由现金余额和资金可用性；银行存款计划条款、条件及公开声明

**自由现金余额和资金可用性。**您了解并同意史考特可以将您账户中的现有余额以自由现金余额存放、保留在我们的转存计划(如下所述)或通过史考特安排的其它计划中。我们可以自行改变或更换这些选择。我们可以在自行判断下，为您账户内尚待投资的自由现金余额支付利息。自由现金余额是您账户内未投资的总资金减去在计算自由资金那天或之后才会交割的、用于支付买单所需的资金、向您账户收取的费用、以及作为抵押(如VII-C中所述)来偿还债务(如VII-D中所述)的现金余额。自由现金余额不是银行存款所以没有FDIC保险。如果您收到自由现金余额的利息，您同意您在账户内维持的自由现金余额是以投资为目的，而非单纯为收取利息。如果我们认为您在史考特账户内维持自由现金余额的目的是收取利息，那么我们保留停止支付利息、关闭您的账户或采取其它措施的权利。我们可在自行判断下提高或降低利率、随时决定停止或开始支付利息。我们对自由现金余额的使用受到美国证监会(SEC)条例15c3-3的约束。如果您账户内没有任何未执行交易，您有绝对的权力在正常业务情形下支取您账户内的自由现金余额和任何已付清的证券。

**电汇和自动提取转账** 这些适用于电汇和自动转账 ("ACH") 的条款与规定以及您的批准和同意都受到密苏里州“统一商业法典 - 资金转移”第 4A 条的管制。对于您授权的 ACH 交易，您同意遵守国家自动交易结算协会 ("NACHA") 操作规则和任何日后生效的当地 ACH 操作规则。对于其他电子资金转账，您同意遵守任何日后生效的管理传输资金任何系统使用的规则，包括但不限于关于 Fedwire 的联邦储备委员会条例 J 以及关于 CHIPS 的结算所银行内部支付系统 ("CHIPS") 操作规则。您并同意，所有由您发起的电汇将根据所作转账的类型受到自动结算协会规则的条款和规定规范。所提供的这些规则，以及付给您的款项或由您支付的款项，在最终通过联邦储备银行结算之前，将是暂时性的，除非付款符合统一商业法典第 4A-403 (a) 条款规定。您同意，在 UTMA 监管人管理账户中进行 ACH 和电汇转账时将遵守“向未成年人转移财产统一法”的规定。

如果您通过受益金融机构、中介金融机构或受益人的名称和代号发起资金转账，史考特和每个接收或受益人金融机构可能将按照代号进行付款。即使您指定了不同的金融机构、个人或者账户，我们也可能也将按照代号进行转账。您可能是自动转账 ("ACH") 的入账或电汇转账中收到或支出到您账户的一方。您同意 ACH 或电汇信用转账的付款可以单独凭借收件人的账号进行。史考特没有义务去确认转账信息上显示的姓名和账号是否一致。在史考特收到最终付款之前，任何由 ACH 信用或其他电汇转账所产生的进账都是临时的。我们保留在核实最终付款之前延迟或不予资金提取的权利。

如果没有收到最终付款，或者如果您的账户因错误存入款项，您同意我们可以从您的账户扣除此款项，或者如果您账户的资金不足，您将以其他方式退还款项给我们。如果付款并未最终完成，发起人将被视为没有向您支付款项。如果我们没有收到这样的付款，我们有权从您的账户中扣除此信用金额，且发起此付款的一方将被视为没有支付这笔款项。如果我们收到电汇或 ACH 到您史考特的付款订单，我们不必为您提供付款订单或信用的通知。您将在您的账户月结单中收到 ACH 入账或电汇转账的通知，但我们不会提供次日或其他通知。如果您认为转账没有正确记入您的账户，您同意立即通过您账户对账单中所列的电话号码通知我们。

如果由于我方错误导致 ACH 或电汇无法正常完成而使您有权获得赔偿，我们的责任仅限于支付不超过六十 (60) 天或错误日期到更正日期之间，两者较低一项的利息。任何此类补偿将按照我方的决定支付，(1) 按照没有出错的平均余额调整您的账户余额，或(2) 直接支付相当于此期间的平均(适用)联邦基金利率的现金金额。新账户在初始存款后的 60 个日历日内，无论存款方式如何都不能执行 ACH-Out 交易。新账户的在线自助服务面板在第 61 日之前不会显示 ACH Out 的选项。尽管客户具有 ACH-Out 功能，但在初始存款到新账户后的 60 天内将无法使用该功能。

## Scottrade Sweep Program Terms, Conditions and Disclosures.

Under the Scottrade Sweep Program ("Sweep Program" or "Program"), uninvested cash balances in your Scottrade Brokerage Account are automatically swept into interest bearing deposit accounts or, if available, money market mutual funds ("Money Market Funds") until these balances are invested by you or otherwise needed to satisfy obligations arising in connection with your Account.

The Sweep Program seeks to provide you with the security of FDIC insurance for your cash balances. By utilizing multiple banks, the Sweep Program has been structured to provide you with up to \$500,000 in FDIC insured deposits. Through the Sweep Program, excess cash balances in your eligible Scottrade Brokerage Account will automatically be deposited into interest-bearing FDIC-insured accounts ("Sweep Accounts") at one or more banks ("Program Banks"). Your balance in each Sweep Account, individually and aggregated, is referred to as your "Customer Deposit Account." One of the Program Banks in the Sweep Program is Scottrade Bank FSB ("Scottrade Bank"), an affiliate of Scottrade, Inc. ("Scottrade"). References herein to "Scottrade Bank" and "Scottrade" shall include any successors in interest to such entities. Reference herein to Excess Bank currently refers to Scottrade Bank. Beginning on or after June 15, 2017, TD Bank, N.A. and TD Bank USA, N.A. will become Program Banks.

**1. Authority as Agent.** Scottrade will act as your agent in establishing and maintaining the Sweep Account at each Program Bank. Each Sweep Account is established on an omnibus basis at each Program Bank, with records of ownership maintained by Scottrade and the Program Bank in a manner consistent with applicable FDIC rules governing "pass through" deposit insurance. You understand that you have the right to withdraw your consent to have Scottrade act as your agent on your Customer Deposit Accounts on a Program-Bank-by-Program-Bank basis. You may choose not to participate in the Sweep Program or may block up to three (3) Program Banks from receiving your funds. You may not block Excess Bank deposits as defined in Item 4 below. You may make either of these elections online or by completing a form that may be obtained from your local Scottrade team (or independent investment advisor if you are a Scottrade Advisor Services client). If you withdraw your consent, your cash will not be swept to a Sweep Account and, if applicable, cash in a Sweep Account will be transferred back to your Scottrade Brokerage Account.

**2. Eligibility.** To be eligible for the Sweep Program, your Scottrade Brokerage Account must be one of the following types: individual, joint, IRA, custodial, trust for which the beneficiaries are natural persons, or sole proprietorship ("Retail Accounts"). The same types of accounts held through Scottrade Advisor Services ("SAS Accounts") are also eligible for the Sweep Program. Scottrade, in its sole and absolute discretion, determines when eligible accounts are added to the Sweep Program; all eligible accounts are not automatically added to the Sweep Program. Accounts maintained in the names of business entities, including corporations and partnerships, and accounts subject to the Employee Retirement Income Security Act ("ERISA") are not eligible to participate in the Sweep Program at this time. Scottrade, in its sole and absolute discretion, may further decide that your Sweep Account is ineligible if the cash available for sweeping in your Scottrade Brokerage Account does not reach or drops below a certain dollar amount that Scottrade may set. Changes in your brokerage Account may result in loss of eligibility; such changes may include but are not limited to: establishing a short position, being designated as a pattern day trader, requesting interest to be mailed, requesting an account transfer, and being designated as a compromised account. Contact your local Scottrade team or independent investment advisor (if you are a Scottrade Advisor Services client) to determine eligibility.

**3. Account Protection.** Deposits in Sweep Accounts are insured by the FDIC subject to these Terms, Conditions and Disclosures, as well as conditions set by the FDIC, an independent agency of the U.S. Government. The limit on FDIC insurance for all account ownership categories is \$250,000 per depositor for deposits at a particular insured depository institution. This limit will be referred to as the "Maximum Applicable Deposit Insurance Amount" in this document and is subject to change. Because your funds may be maintained on deposit in multiple Program Banks, the maximum amount of FDIC deposit insurance coverage under the Sweep Program is \$500,000. Your funds become eligible for FDIC deposit insurance when the funds are deposited in a Program Bank. This includes investments such as certificates of deposit, other free standing bank accounts you maintain with the Program Bank, and deposits through other Sweep Accounts you have with Scottrade or through another brokerage firm. Deposits made by you with a Program Bank outside of the Program will count toward the FDIC limit. Please note that the Sweep Program seeks FDIC coverage on an account-level basis and your Sweep Account for separate Scottrade Brokerage Accounts may be deposited at the same Program Bank, thereby limiting your total FDIC insurance. You are responsible for monitoring your balances held at all banks to determine what deposit insurance coverage is available to you. Scottrade and its affiliates and associates do not monitor or take responsibility for balances held outside the sweep program. Please be advised that if you choose to opt out of one or more banks participating in the Sweep Program you may not be eligible for FDIC insurance coverage up to the maximum of \$500,000. More information about FDIC insurance is available at [www.fdic.gov](http://www.fdic.gov) or by phone at (877.275.3342 or 800.925.4618).

The Securities Investor Protection Corporation ("SIPC") and Scottrade's excess SIPC insurance do not cover deposits in Sweep Account. The SIPC protects the securities of its members' customers up to \$500,000 (including \$250,000 for claims for cash) in the event securities or cash are missing from a client's account as a result of bankruptcy or other financial difficulties experienced by a member firm. You may also obtain information about SIPC coverage, including a brochure that describes the SIPC and SIPC insurance, by accessing the SIPC website at [www.sipc.org](http://www.sipc.org).

## 史考特转存计划条款、条件和公开声明。

通过史考特转存计划("Sweep Program"或"Program"), 您史考特经纪账户中的未投资现金余额会自动转入计息存款账户或货币市场共同基金("货币市场基金"), 如果可用, 直到您将这些余额进行投资或需要用来满足您账户产生的义务。

转存计划目的在于为您的现金余额提供FDIC保险。通过使用多家银行, 转存计划为您提供高达\$500,000的FDIC存款保险。通过转存计划, 您的合格史考特账户内的超额现金余额将被自动存入一家或多家银行(简称"计划银行")、受FDIC保险的计息存款账户(简称"转存账户")中。无论是个别还是累计而论, 您在各个转存账户中的资金余额都被称为"客户存款账户"(Customer Deposit Account)。史考特银行(Scottrade Bank FSB)是转存计划中的一家计划银行, 是史考特证券公司(Scottrade Inc.)附属公司(简称史考特)。本文涉及的"史考特银行"和"史考特"应包括任何与其相关的继任实体。本文涉及的超额银行目前是指史考特银行。自2017年6月15日起, TDBank N.A.和TDBank USA, N.A.将成为计划银行。

**1. 作为代理的权限。** 史考特将以代理人的身份在每个计划银行建立并维护转存账户。每个计划银行中的各转存账户都是在总括(omnibus)基础上建立的, 由史考特和计划银行按照与FDIC管理"pass through"存款 保险条例一致的方式记录所有权。您了解您有权撤销史考特在任何一家计划银行作为您客户存款账户代理的许可。您可以选择不参加转存计划或禁止最多3家计划银行接收您的资金, 下列第4项中所述"超额银行"(excess bank)存款除外。您可以在网上进行选择或从您当地的史考特团队(或独立的投资顾问, 如果您是史考特投资顾问服务客户)获取表格并填写。如果您撤销您的许可, 您的现金不会被转入转存账户, 并且在适用的条件下, 转存账户中的现金会转回至您的史考特经纪账户中。

**2. 资格。** 要符合转存计划资格, 您的史考特经纪账户必须是以下账户类型中的一种: 个人账户、共同账户、个人退休账户、监管人账户、受益人是自然人的信托账户或独资业主账户(统称"零售账户")。通过史考特投资顾问服务持有的同类账户(SAS账户)也符合转存计划资格。史考特可自行判断决定符合资格的账户加入转存计划的时间; 所有合格账户不会自动加入计划。在商业实体名下维持的账户, 包括公司账户和合伙人账户, 以及受雇员退休收入保障法案("ERISA")约束的账户, 目前不符合加入转存计划的资格。如果您史考特经纪账户中可用于存款的现金未达到或低于史考特设定的金额, 史考特可进一步自行判断决定您的转存账户是否符合资格。您账户中的变化可能会使您失去资格; 变化包括但不限于: 建立空仓、被指定为惯性当日冲销交易者、要求邮寄利息、要求账户转移以及被指定为受侵害的账户。联系您当地史考特团队或独立投资顾问(如果您是史考特投资顾问服务客户)以确定您是否有此资格。

**3. 账户保障。** 转存账户中的存款由FDIC保险, 受这些条款、条件和公开声明以及FDIC所设规定的约束, FDIC是美国政府的一个独立机构。对于每个存款人在特定的受保护存款机构进行的存款, FDIC对于所有类别账户所有权的保险额度为\$250,000。这一限额在此文档中被称为"最大使用存款保险额度", 且会更改。由于您的资金可能存入多个计划银行, 因此转存计划下的FDIC存款保险最大额度为\$500,000。您的资金一旦存入计划银行便符合FDIC存款保险资格。这包括您在计划银行的投资如定存、和其它您在计划银行维持的其它独立的银行账户, 和您通过史考特或另一家券商的其它转存账户存款。您在计划银行所作的计划之外的存款将会计入FDIC的保险额度。请注意, 转存计划的目的是在账户层面寻求FDIC的保险保障, 您不同的史考特账户的转存账户可能会存款到同一家计划银行, 从而限制您的FDIC保险总额度。您有责任监视您在所与银行的余额来决定您所享受的保险范围。请了解如果您选择退出一家或多家参与转存计划的银行, 您可能不符合FDIC保险高达\$500,000的额度资格。如果您对FDIC保险额度有任何疑问, 访问[www.fdic.gov](http://www.fdic.gov)或拨打电话(877.275.3342 800.925.4618)获取更多消息。

证券投资人保护公司("SIPC")和史考特的SIPC超额保险不保护转存账户的存款。如果成员公司破产或遭遇其它财务危机而发生客户证券和现金缺失, SIPC保障成员客户的证券高达\$500,000(包含\$250,000现金索赔)。您可以通过SIPC网站[www.sipc.org](http://www.sipc.org) 来获取SIPC保险的信息, 包括描述SIPC及SIPC保险的手册。

**4. Deposits.** Although the Sweep Accounts are the obligations of the Program Banks and not Scottrade, you will not have a direct relationship with the Program Banks. Deposits cannot be placed directly with Program Banks through the Sweep Program, except as described in Paragraph 11. Deposits to Sweep Accounts will be made by Scottrade on your behalf. Information about the Sweep Accounts and your Customer Deposit Accounts is available to you from Scottrade and not the Program Banks. Each business day Scottrade will deposit the excess cash balances in your Scottrade Brokerage Account into one or more omnibus deposit accounts maintained at the Program Banks, as described below. The omnibus deposit accounts at the Program Banks are held in the name of Scottrade for the exclusive benefit of its clients participating in the Sweep Program. Your Sweep Accounts will be reflected by a book entry on Scottrade's account records. No evidence of ownership, such as a passbook or certificate, will be issued to you, and no deposits or withdrawals will be accepted directly from you by the Program Banks. The ownership title and address of your Customer Deposit Account will be the same as your Scottrade Brokerage Account. Your periodic Scottrade Account Statement will display all monthly Sweep Program activity, as well as your end of month balance at each Program Bank.

Available cash in your Scottrade Brokerage Account will be deposited into a Sweep Account at a Program Bank until the balance of your Sweep Account reaches \$247,500. Scottrade will then deposit additional funds at the next eligible Program Bank up to \$247,500. Once your Customer Deposit Account deposits in the aggregate are at the Program maximum of \$500,000, additional amounts will be deposited with Scottrade Bank, which acts as the Sweep Program's Excess Bank. An "Excess Bank" is a bank that will accept funds without limitation and without regard to the Maximum Applicable Deposit Insurance Amount. Excess Bank deposits may not be eligible for FDIC insurance. Scottrade may add additional Excess Banks to the Program Bank list at its discretion and will provide notice to clients if such changes occur.

You may not select which of the Program Banks receive such excess deposits of your funds. If you choose to opt out of a bank participating in the Sweep Program, that bank may still serve as an Excess Bank for your funds. Scottrade may periodically add, replace or otherwise change one or more of the Program Banks. In most cases, we will post such changes in advance on our website so you have an opportunity to block a Program Bank from receiving your funds. These changes are also available from your local Scottrade team or, if your Account is a SAS Account, from your independent investment advisor. Because you are responsible for monitoring the total amount of your funds (including your Customer Deposit Account funds) on deposit at each Program Bank in order to determine available FDIC insurance coverage, you should carefully review such notice to determine if the change in Program Banks has an impact on this coverage.

Deposits through the Sweep Program at Program Banks constitute obligations of the Program Banks and are not directly or indirectly obligations of Scottrade. Information about the participating Program Banks is available at [www.ffiec.gov](http://www.ffiec.gov), 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 calling 703-562-2200. Scottrade does not guarantee the financial condition of the Program Banks or the accuracy of any publicly available financial information concerning the Program Banks.

**5. Withdrawals.** When funds are needed to cover transactions such as securities purchases, withdrawal requests from you, checks, etc. in your Scottrade Brokerage Account, we will generally use any free credit balances in your Scottrade Brokerage Account first. If additional funds are needed, Scottrade, as your agent, will withdraw funds from the Sweep Accounts maintained at one or more Program Banks where you have deposits. In general we will withdraw funds first from the last Program Bank in which funds have been deposited. If there are not sufficient funds on deposit at that Program Bank, we will withdraw funds from Sweep Accounts at Program Banks in descending order, except where circumstances require a different withdrawal method. Federal banking regulations require Program Banks to reserve the right to require written notice seven days before permitting transfers or withdrawals from Sweep or other deposit accounts.

**6. Types of Deposit-Accounts.** Your Customer Deposit Account representing funds on deposited at a particular Program Bank will be held in two linked sub-accounts established on Scottrade's books and records: (a) an interest-bearing transaction sub-account (commonly referred to as a "NOW" sub-account), and (b) an interest-bearing savings deposit sub-account (commonly referred to as an "MMDA" sub-account). Interest will accrue on the combined balance of both sub-accounts. Scottrade will allocate your Customer Deposit Account representing funds deposited at a particular Program Bank between the NOW and MMDA sub-accounts on a daily basis. You will not have an individual NOW or MMDA sub-account at a Program Bank, but rather, your Customer Deposit Account representing funds deposited at a particular Program Bank will be aggregated with the deposits of other Scottrade customers that participate in the Sweep Program as described above in Item 1 ("Authority as Agent").

For ease of reference, the portion of your Customer Deposit Account representing funds on deposit at a particular Program Bank that is allocated to the NOW sub-account is referred to as "your" NOW sub-account and the portion of your Program Deposit that is allocated to the MMDA sub-account is referred to as "your" MMDA sub-account. This allocation will allow tracking and limitation of the number of withdrawals from your MMDA sub-account. Your funds deposited at a Program Bank will always be credited initially to your NOW sub-account; however, to maximize the amount that may be held in your MMDA sub-account, Scottrade may establish a target balance for your NOW sub-account. Scottrade may change this target balance at any time. If your funds in your NOW sub-account exceed any such target balance, the excess will be transferred to your MMDA sub-account, unless the number of transfers for that monthly cycle have exceeded the maximum amount as described below.

Federal Reserve regulations limit transfers from an MMDA sub-account to six (6) transfers per month. Your NOW sub-account is considered to be like a transaction account from which an unlimited number of transfers may be made. While there is no limit on the number of transfers, the only types of transfers that are permitted from your NOW sub-account under the Sweep Program are: (a) transfers to your MMDA sub-account (to extent funds in your NOW sub-account exceed any target balance established by Scottrade), and (b) transfers from your NOW sub-account back to your Scottrade Brokerage Account (to the extent needed to pay for brokerage Account transactions). Conversely, your MMDA sub-account is considered under Federal Reserve regulations to be like a savings account, from which no more than six transfers may generally be made per monthly cycle. The only type of transfer that is permitted directly from your MMDA sub-account under the Sweep Program is a transfer to your NOW sub-account (to fund transfers from your NOW sub-account back to your Scottrade Brokerage Account, and to maintain any target balance that Scottrade may have established for your NOW sub-account). If a sixth transfer is needed, it will be for the full balance of available funds in your MMDA sub-account (excluding accrued interest). At the beginning of the next month, funds in your NOW sub-account that exceed any target balance that Scottrade may have established will be transferred back to your MMDA sub-account.

**4. 存款。**尽管转存账户由计划银行负责，而非史考特，但您和计划银行无直接关系。您无法直接在计划银行通过转存计划存款，在第 11 段描述除外。史考特会代表您向转存账户存款。有关转存账户和您客户存款账户的更多资讯可以从史考特获得，而非计划银行。如下所述，每个工作日史考特都会将您史考特经纪账户中的超额现金余额存入在计划银行维持的一个或多个总括存款账户中。计划银行的总括存款账户以史考特的名义持有，以维护其参与转存计划的客户利益。您的转存账户会在史考特账户记录中以账面记录的方式反映。您不会收到所有权证明，如存折或凭证，计划银行也不会接受您的直接存款或提款。您的客户存款账户所有权名称和地址与您史考特账户的一致。您的定期史考特账户月结单将显示每个月的所有转存计划活动，以及月底您在各个计划银行的余额。

您在史考特经纪账户中的可用现金将被存入计划银行的转存账户中，直到您的转存账户余额达到\$247,500。随后史考特会在下一个资格计划银行中存入额外资金可高达\$247,500。您客户存款账户中的累计存款一旦达到计划的最高额度\$500,000，超出的金额将被存入作为转存计划超额银行的史考特银行中。“超额银行”是不受限制、无须考虑存款保险最高适用金额的银行。超额银行的存款可能不符合 FDIC 保险的条件。史考特可能会自行添加额外的超额银行到转存计划，如果有这样的变化，史考特届时将会通知客户。

您无法选择由哪家计划银行接收您的超额存款。如果您在转存计划中选择退出一家银行，这家银行可能仍是您资金的超额银行。考特可能会定期添加、更换或更改一家或多家计划银行。多数情况下，我们会就这些变化提前通知您，以便您能够阻止计划银行接收您的资金。您也可以通过您当地的史考特团队做出这些更改，如果您的账户是 SAS 账户，则通过您的独立投资顾问进行。由于您有责任监视您在各计划银行的存款总额（包括您的客户存款银行资金）以确定 FDIC 保险能够保障的额度，因此，您应当仔细阅读通知，以判断计划银行的变化对此保险限额是否有影响。

通过转存计划将计划银行存入的款项是计划银行的义务，并不是史考特直接或间接的义务。有关计划银行的信息可通过[www.ffiec.gov](http://www.ffiec.gov)网站、或者致函到 FDIC 公共信息中心，地址：L. William Seidman Center, Virginia Square, 3501 North Fairfax Drive, Arlington, VA 22226，或者致电 703-562-2200 获取。史考特不保证计划银行的财务状况或任何有关计划银行的公开财务信息的准确性。

**5. 提款。**当您的史考特经纪账户需要资金以支付如购买证券、您的提款要求、支票等交易时，我们通常会先使用您史考特经纪账户中的任何自由现金余额。如果需要额外资金，史考特作为您的代理，将从您在一家或多家计划银行维持的客户转存账户提款。通常我们会先从您最后存款的那个计划银行提款。如果该计划银行中存入的资金不足，我们会按照先后顺序从计划银行的转存账户提款，除非有特殊要求使用不同的提款方法。联邦银行管制规定要求计划银行有权利在同意由转存或其它存款账户转移或提款之前给予七天提前书面通知。

**6. 储蓄账户的类型。**您在某特定计划银行存入资金的客户存款账户将被放置在两个串联的子账户中，这两个子账户建立在史考特的账册和记录上：(a)一个是计息交易子账户(通常被称为“NOW”子账户)，(b)一个是计息储蓄存款子账户(通常为成为“MMDA”子账户)。利息将在两个子账户的总计余额基础上累计。史考特将每天在NOW子账户和MMDA子账户之间对您某特定计划银行存入资金的客户存款账户资金进行分配。您在计划银行没有个人的NOW子账户或MMDA子账户，但您在某特定计划银行存入客户存款账户的资金将和其他参与第1项(“作为授权代理”)中所述转存计划的史考特客户的存款一起汇总。

为了便于参考，您的客户存款账户中存入某特定计划银行并分配至NOW子账户的部分称为“您的NOW子账户”，分配至MMDA子账户的计划存款部分被称为“您的MMDA子账户”。这种分配将利于跟踪并限制从您的MMDA子账户提款的次数。您存入计划银行的资金总是首先计入您的NOW子账户；然而，要最大化您可以在MMDA子账户中持有的金额，史考特可以为您的NOW子账户建立一个目标余额。史考特可随时更改这个目标余额。如果您NOW子账户中的资金超过任何此类目标余额，超额部分将被转入您的MMDA子账户，除非那个月的转账次数已经超过下述最高次数。

联邦储备委员会限定从MMDA子账户每月的转账次数为6次。您的NOW子账户被认为像是一个交易账户，从中转移资金的次数不限。虽然不限转账次数，但根据转存计划仅允许您从以下类型的NOW子账户转账：(a)转账至您的MMDA子账户(以您超过史考特所规定的NOW子账户资金目标余额为上限)，且(b)从NOW子账户将资金转回至您的史考特经纪账户(以支付该账户内交易所序资金为上限)。相反，根据联邦储备委员会规定，您的MMDA子账户被认为像是一个储蓄账户，每个月一般不得超过六次转账。在转存计划下，唯一允许直接从您的MMDA子账户中提款的类型是转账至您的NOW子账户(以资助您将NOW子账户的资金转回至您的史考特经纪账户中，并且保持史考特为您的NOW子账户设定的目标余额)。如果需要第六次转账，那将是您MMDA子账户中可用资金的全部余额(不包括累计利息)。在下一个月的初期，您NOW子账户中超过任何由史考特设定的目标余额的资金，将被转回至您的MMDA子账户。

**7. Sweep Program Interest Rates and Program Banks.** Funds in the Sweep Program will generally earn interest. The interest rates earned by clients may vary over time, but will be the same from each Program Bank. The fee paid to Scottrade by the Program Banks may exceed the interest rate amounts paid to clients. Your interest rate tier will be determined by the aggregate balance of your Customer Deposit Account. The current and future rate for each tier is based on several factors, including general economic and business conditions. Separate tiers may exist for Retail Accounts and SAS Accounts. Interest will be paid by the Program Bank. For Retail Accounts: (a) clients with higher balances will generally receive higher interest rates on their Customer Deposit Accounts than clients with lower balances, and (b) balances for the purpose of tiers will not include the available cash balance in your Scottrade Brokerage Account, or the balances in any other Customer Deposit Accounts that are connected to additional Scottrade Brokerage Accounts you may have. Negotiated interest rates may be available to clients at Scottrade's sole and absolute discretion.

For SAS Accounts, the interest rate may be determined by factors such as: (a) total assets under management attributable to a particular independent investment advisor, and (b) balances in Customer Deposit Accounts that are connected to other Scottrade Brokerage Accounts attributed to a particular independent investment advisor. Interest rates paid by the Program Banks in the Sweep Program may be lower than deposit accounts offered outside of the program or non-FDIC insured investments. Interest rates, tiers, and factors for determining rates and tiers may be changed or eliminated by Scottrade at any time and without prior notice to you. Interest on your Customer Deposit Account is calculated based on the average monthly balance method. Interest accrues daily and is posted to your Customer Deposit Account on the last day of each month and displayed on your Scottrade Account Statement. Your Scottrade Account Statement will display the name of each Program Bank with which you have deposits, any withdrawals made during the month, the balance of deposits at each Program Bank, the applicable interest rate and amount of interest earned on your deposits. Current interest rates, tier information, participating Program Banks and other Sweep Program information is available by accessing your Scottrade Brokerage Account at [www.scottrade.com](http://www.scottrade.com) or by contacting your local Scottrade team. For SAS Accounts, this information may be obtained by contacting your independent investment advisor. Any changes to applicable interest rates or Program Banks will be posted at [www.scottrade.com](http://www.scottrade.com).

**8. Financial Benefits to Scottrade.** Scottrade receives a fee from each non-affiliated Program Bank, and may receive a fee from Scottrade Bank, a Scottrade affiliate. The fee paid to Scottrade by Program Banks may vary over time and may be as much as 4%. The amount of fees received by Scottrade will affect the interest rate paid by the Program Bank (including Scottrade Bank) on your Customer Deposit Account. Other than the applicable fees we charge pursuant to the terms and conditions that govern your Scottrade Brokerage Account (collectively, the "Scottrade Brokerage Account Agreement"), there will be no charges, fees or commissions imposed on your account for the Sweep Program feature. In addition to Scottrade, other service providers will receive fees from each Program Bank, including Scottrade Bank. Scottrade Bank will receive substantial deposits from the Sweep Program at a price that may be less than alternative funding sources. Deposits in Sweep Accounts at Scottrade Bank provide a stable source of funds for Scottrade Bank. Scottrade Bank intends to use the funds in the Sweep Accounts to support its investments, lending activities and other approved activities. As with other depository institutions, the profitability of Scottrade Bank is determined in large part by the difference between the interest paid on Sweep Accounts (and other costs incurred), and the interest or other income earned on loans, investment and other assets. Scottrade may have banking relationships with Program Banks that are not directly related to the Sweep Program, in which Scottrade may receive additional financial benefits.

**9. Money Market Mutual Funds.** Any money market mutual funds ("Money Market Funds") available through the Sweep Program are registered with the SEC pursuant to the Investment Company Act of 1940 and comply with the requirements of SEC Rule 2a-7. Money Market Funds purchase high quality, short-term securities in seeking to maintain their net asset value of \$1 per share. There is no guarantee that this net asset value per share will always be maintained and you may lose money by investing in Money Market Funds. Funds invested in a Money Market Fund are not guaranteed or insured by the FDIC or any other government agency and are not deposits of a bank. In the event a Money Market Fund option is available through the Sweep Program, Scottrade will act as your agent in establishing and maintaining positions in the Money Market Funds. You understand that you have the right to withdraw your consent to have Scottrade act as your agent in this capacity and you may choose not to participate in the Sweep Program. You may make this election online or by completing a form that may be obtained from your local Scottrade team (or independent investment advisor). If you withdraw your consent, your cash will not be swept to Sweep Accounts or Money Market Funds and, if applicable, cash already in Sweep Accounts and/or Money Market Funds will be transferred back to your Scottrade Brokerage Account. The Money Market Funds' rate of return may be affected by the fees imposed by the particular class of shares selected by Scottrade for the Sweep Program. Prior to, or at the same time your available funds are first swept into an available Money Market Fund, you will be furnished with the appropriate fund prospectus, which includes important information about the risks, charges and expenses associated with the fund and should be read carefully.

**10. Notices and Amendments.** Scottrade may notify you of significant changes to the Sweep Program or provide information about the Program and/or your deposits by via letter, email, entry on your Brokerage Account Statement, or other reasonable means. Scottrade may periodically add, replace or otherwise change one or more of the Program Banks, and/or change interest rates paid to clients. In most cases, we will post such changes in advance on our website so you have an opportunity to block a Program Bank from receiving your funds. These changes are also available from your local Scottrade team or, if your Account is a SAS Account, from your independent investment advisor.

Because you are responsible for monitoring the total amount of your funds (including your Customer Deposit Account funds) on deposit at each Program Bank in order to determine available FDIC insurance coverage, you should carefully review such notice to determine if the change in Program Banks has an impact on this coverage. These terms and conditions may be modified or amended upon thirty (30) calendar days written notice to clients. All communications or complaints regarding the Sweep Program should be directed to Scottrade, Inc., Attn. Investigation and Resolution Department, P.O. Box 31759, St. Louis, MO, 63131.

**11. Closing of Accounts.** Scottrade or a Program Bank may close Sweep Accounts, positions in Money Market Funds, and/or Customer Deposit Accounts at any time. If your Customer Deposit Account is closed by Scottrade, you may establish a direct depository relationship with each Program Bank, subject to its rules with respect to maintaining deposit accounts. Establishing your Customer Deposit Account in your name at a Program Bank will separate the Customer Deposit Account from your Scottrade Brokerage Account. Your Customer Deposit Account balance will no longer be reflected in your Scottrade account statement and Scottrade will have no further responsibility concerning your Customer Deposit Account. If you do not establish a direct depository relationship with a Program Bank when your Customer Deposit Account is closed, your Customer Deposit Account balance will be transferred to your Scottrade Brokerage Account (unless it is closed), or, at the Program Bank's discretion, a check for any remaining balance may be mailed to you.

**7. 转存计划利率和计划银行。**转存计划中的资金通常会得到利息。客户获得的利率会随着时间不断变化,但每个计划银行的利率都会是相同的。计划银行支付给史考特的费用可能会超出支付给客户的利率。您的利率将会按照您客户存款账户的总余额分等级。每个等级的利率取决于多种因素,包括整个经济和业务运作状况。对于零售账户和SAS账户,可能会存在不同的等级。利息将由计划银行支付。对于零售账户:(a)余额较高的客户通常比余额较低的客户在其客户存款账户中得到更高的利率,且(b)以分等级为目的的余额将不包括您史考特经纪账户中的可用现金余额,或与您其它史考特经纪账户相连的任何其它客户存款账户中的余额。商议的利率可能通过史考特唯一和绝对酌情权下提供给客户。

对于SAS账户,利率等级可能由以下因素决定:(a)某特定独立投资顾问所管理的总资产,及(b)与其它史考特经纪账户相连的客户存款账户中由特定独立投资顾问所管理的余额。转存计划银行支付的利率可能低于计划之外存款银行或非FDIC保险投资品的利率。史考特可能随时更改或取消利率、等级及决定利率和等级的因素而不提前通知您。您客户存款账户的利息是按照每月平均余额的方法计算。利息会每天累计并在每个月的最后一天结算计入您的客户存款账户并在您的史考特月结单中显示。您史考特账户月结单显示您存款的每家计划银行的名称、在本月所作的任何提款、在每家计划银行的存款余额、相关利率以及您存款产生的利息数额。当前利率、等级信息、参与的计划银行和其它转存计划信息科通过进入您史考特经纪账户网站[www.scottrade.com](http://www.scottrade.com)或者联系您当地的史考特团队获得。对于SAS账户,这个资料可通过联系您独立的投资顾问获取。任何对相关利率及计划银行的改变将会在[www.scottrade.com](http://www.scottrade.com)网站公布。

**8. 对史考特的财政好处。**史考特会从每个非附属计划银行收取费用,并可能会从史考特附属机构史考特银行收取费用。计划银行支付给史考特的费用会随时间推移而有所变化,可能每年会高达4%。史考特收取的费用金额将会影响计划银行(包括史考特银行)对您的客户存款账户所支付的利率,且有可能超过支付给您的利息金额。除了我们按照规管您史考特经纪账户的条件和规定(总称为“史考特经纪账户合约”)收取的适用费用以外,您账户的转存计划功能将不会被收取花费、费用和佣金。除史考特以外,其它包括史考特银行在内的服务提供机构将会从每个计划银行收取费用。史考特银行将会以比其它可用的存款资源较低的价格,从转存计划收取大量存款。在史考特银行转存账户中的存款将为史考特银行提供稳定的资金来源。史考特银行会使用转存账户中的资金来支持其各自的投资、信贷业务和其它批准的业务。和其它存款机构一样,史考特银行的效益很大程度上取决于转存账户支付的利息(及其产生的其它费用)和由信贷、投资及其它资产产生的利息或其它收入之差。史考特可能会与计划银行有非转存计划相关的银行业务关系,史考特可能会通过此种关系得到额外的财政好处。

**9. 货币市场共同基金。**通过转存计划提供的任何货币市场共同基金(简称“货币市场基金”)均根据1940年的投资公司法案(Investment Company Act of 1940)向美国证券委员会(SEC)注册,并符合SEC法规2a-7的要求。货币市场基金购买高质量、短期证券,寻求维持每股净资产\$1。不保证永远维持每股净资产值,您投资货币市场基金或会亏损。投资在货币市场基金的资金不受FDIC或其它政府单位担保或投保,亦不是银行存款。在转存计划提供货币市场基金选项的情况下,史考特将以代理人的身份建立和维护货币市场基金的库存。您了解您有权撤销史考特作为您代理的许可,您亦可以选择不参加转存计划。您可以在网上或从您当地的史考特团队(或独立的投资顾问)获取表格并填写进行选择。如果您撤销您的许可,您的现金不会被转入转存账户或货币市场基金,并且在适用的条件下,转存账户中的现金会和/或货币市场基金将转回至您的史考特经纪账户中。货币市场基金的回报率可能受到史考特为转存计划选择的特定股份类别所征收的费用影响。在您的资金第一次投入所提供的货币市场基金之前或当时,您会收到相关的基金公开说明书,内含基金的相关风险、收费和开支重要资料,您应仔细阅读。

**10. 通知和修订。**史考特可能会通过信函、电子邮件、在您经纪账户月结单内注记或其它合理方式通知您转存计划的重要改变或为您提供关于计划和/或您存款的信息。史考特可能定期添加、替换或更改一个或多个计划银行,且/或更改支付给客人的利率。在大多数情况下,我们将会在我们的网站上提前公布此类变更信息,因此您有机会阻止计划银行接收您的资金。这些信息可从您当地的史考特团队获取,或者如果您的账户是SAS账户,您可以咨询您的独立投资顾问。

由于您有责任监管您在每个计划银行存款的资金总额(包括您的客户存款账户资金)以便决定FDIC保险的保额,您应该仔细检查此通知以确定计划银行的变更是否对此保额有所影响。这些条款与规定可能在书面通知客户30个日历日后被修改或修订。所有关于转存计划的通讯或投诉应直接送至Scottrade, Inc., Attn. Investigation and Resolution Department, P.O. Box 31759, St. Louis, MO, 63131.

**11. 关闭账户。**史考特或计划银行可随时关闭转存账户和/或客户存款账户。如果您的客户存款被史考特关闭,您可以与每个计划银行建立直接存款关系,前提是您遵守关于维护存款账户的规则。在计划银行以您的名字建立您的客户存款账户将会把客户存款账户与您的史考特经纪账户分开。您客户存款账户的余额将不再显示在您的史考特账户月结单上,且史考特将不再对您的客户存款账户负责。如果在您的客户存款账户关闭时,您没有与计划银行建立直接存款关系,您的客户存款账户余额将被转移至您的史考特经纪账户(除非账户关闭)中,或,由计划银行视情况将余额以支票形式邮寄给您。

If you close your Scottrade Brokerage Account, your Sweep Account, Money Market Funds, and/or Customer Deposit Accounts will also be closed and the funds distributed to you according to the conditions of the Brokerage Account Agreement.

**12. Right of Set-Off.** Scottrade may charge or set off your funds in the Sweep Program against indebtedness or obligations you may have to Scottrade or its affiliates. For further information on the right of Scottrade regarding such indebtedness or obligations, please see Section VII-C of the Scottrade Brokerage Account Agreement.

**13. Scottrade Brokerage Account Agreement.** You understand and agree that the Scottrade Brokerage Account Agreement, including the pre-dispute arbitration clause, continues to govern your Scottrade Brokerage Account and shall also govern your participation in the Sweep Program. If any provisions of the Scottrade Brokerage Account Agreement conflict with provisions of these Sweep Program Terms, Conditions and Disclosures, the provisions of the Scottrade Brokerage Account Agreement shall govern.

**You agree to carefully read, understand and accept these Terms, Conditions and Disclosures. You understand that by continuing to maintain your Scottrade Brokerage Account without objecting to the use of the Sweep Program, you accept and are legally bound by the provisions of this document.**

#### **II-D. Orders, Executions and Account Statements; Cancellation and Modification Requests; Late and Corrected Reports**

**Orders, Executions and Account Statements.** We may route any order authorized by you to any exchange, other market centers where such business is transacted, or we may execute the order ourselves. You understand that we do not provide you with direct access to the marketplace. Whether you place a market order, limit order or other type of order, you understand that you will receive a price at which the order is executed in the market. Particularly during periods of high volume, illiquidity, fast movement or volatility in the marketplace, or the placement of large orders, the execution price you receive may differ from the quote published at the time of order entry, and you may receive partial executions at different prices. We do not accept orders for purchase or sale of securities through the mail, and statements shall be deemed accepted by you and shall be binding unless you notify us in writing within 10 days after transmission to you. You agree that you are responsible for monitoring all open orders. If you place a Good - Til-Canceled ("GTC") order, you understand that the order is subject to the GTC Order Cancellation Schedule posted on our website. Otherwise the order will remain open until it is executed, you cancel it, or it is canceled by us due to a corporate action, reorganization or operational reason.

**Cancellation and Modification Requests.** You acknowledge that it may not be possible to cancel or modify an order. Any attempt to cancel or modify an order is simply a request to do so. We are not liable to you if we are unable to cancel or modify an order. You understand and agree that, if an order cannot be canceled or modified, you are bound by any execution of the original order. You further acknowledge that attempts to modify or cancel and replace an order can result in an over-execution of the order or the execution of duplicate orders, that our systems do not prevent such order from occurring, and that you shall be responsible for all such executions. If you enter a cancellation request, you agree to confirm that the cancellation request has been affected prior to entering a replacement order. You agree not to assume that any order has been executed or canceled until you have received a Report (as defined below) from us. You are responsible for knowing the status of your pending orders before entering additional orders. You agree to contact us immediately if you are unclear on the status of an order.

**Late and Corrected Reports.** When your order is executed, we typically receive an electronic message notifying us about the status of the order, including but not limited to whether the order has been executed and at what price (a "Report"). However, we do not always receive Reports promptly (a "Late Report"). Accordingly, you may then receive a Late Report. You may also receive Reports correcting a previous Report, including errors in execution prices. You acknowledge that you will receive the price at which your order is actually executed in the marketplace, even if the Report is late or a subsequent Report corrects it.

#### **II-E. Stop-on-Quote Order Risks and Disclosures; Corporate Actions**

**Stop-on-Quote Orders.** A stop-on-quote order is an order to buy or sell a security when the National Best Bid Offer ("NBBO") reaches or surpasses a specified level, or trigger, called a stop price. When placing a stop-on-quote order or a stop-on-quote limit order online, the stop price must be at least \$0.10 below the current bid on sell orders and \$0.10 above the current ask price on a buy order. If you place a stop-on-quote or stop-on-quote limit order with a broker, the \$0.10 spread requirement is waived. The triggering event for all stop-on-quote orders (including stop-limit-on-quote and trailing stop-on-quote) will occur when the bid price (sell orders) or ask price (buy orders) reaches or surpasses your stop price. As a result of the SEC's Regulation NMS Plan to Address Extraordinary Market Volatility which provides for a market-wide limit up and limit down (LULD) mechanism to prevent trades in NMS stocks from occurring outside of specified price bands, coupled with trading pauses in the event of more significant and prolonged price moves, the stop-on-quote orders will trigger and execute off what is considered an executable quote. A quote is executable when it is priced at or within the specified price bands. Once triggered, the stop-on-quote order becomes a market order and is then handled as a market order. Depending on market conditions, once a stop-on-quote order is triggered, there is no guarantee of the execution price and the price received may be several points away from your stop price.

**Trailing Stop-on-Quote Orders.** A trailing stop-on-quote order is similar to a stop-on-quote order, but instead of a stop price, you are able to set a stop condition, creating a moving ("trailing") activation price. You can enter a stop condition in points or by percentage. The minimum for any point trailing stop-on-quote sell or buy to cover order is \$0.01 and the minimum percentage for any point trailing stop-on-quote sell or buy to cover order is 1%. Scottrade holds your trailing stop-on-quote order on our servers on a "not held, best-efforts basis;" this means that we do not deliver your order to a market center until your stop condition is met. If your stop condition is met, we will send your order as a market order. Similar to a stop-on-quote order, your trailing stop-on-quote order will trigger and execute off an executable quote. Like a regular stop-on-quote order, your order may not be filled at your stop price, especially in certain fast market conditions. Our trailing stop-on-quote service is provided "as-is" and there may be delays, omissions or inaccuracies in the service. A trailing stop-on-quote order is subject to automatic cancellation pursuant to Scottrade's GTC Order Cancellation Schedule. Scottrade is not responsible for trailing stop-on-quote orders affected by system failures or for trailing stop-on-quote orders affected by quote data issues. Trailing stop-on-quote orders face risk from mechanical malfunction, system disruptions, some types of corporate actions (e.g. cash dividends), and data transmission errors, including errors involving quote data. In the event of misquotes or failures to receive quotes, orders may be erroneously delivered to the market center, or may fail to be delivered. In volatile market conditions, rapid NBBO quote movements may trigger your stop condition. On occasion, rapid quote movements or out-of-range quotes may trigger your stop condition. In an effort to avoid some of the market data risks, trailing stop-on-quote orders cannot be triggered by: (i) trades that occur during pre-market or extended-hours trading; (ii) trades with Late Reports; (iii) out-of-sequence trades; (iv) trades outside the then-current best bid and offer in the market, unless it is the third trade outside the best bid and offer.

如果您关闭了您的史考特经纪账户，您的转存账户、货币市场基金和/或客户存款账户也将关闭，且您客户存款账户中的资金将按照经纪账户合约中的规定分配给您。

**12. 抵债权利。**史考特可能会收取或用您转存账户中的资金抵消您欠史考特的债务。更多有关史考特对此类债务权利的更多资讯，请参阅史考特经纪账户合约中的 VII-C部分。

**13. 史考特经纪账户合约。**您了解并同意史考特经纪账户合约，包括争端前仲裁条款，继续规管您的史考特经纪账户且还将规管您的转存账户。如果史考特经纪账户合约中的任何规定与转存条款、条件和公开声明规定相冲突，则按照史考特经纪账户合约进行规管。您同意要仔细阅读、了解并接受这些条款、条件和公开声明。

**您同意要仔细阅读、了解并接受这些条款、条件和公开声明。您了解若不反对使用转存账户并继续维护您的史考特经纪账户，您接受此合约的规定并受到法律的约束。**

#### **II-D. 订单、执行及账户月结单；取消与修改要求；延迟及更正报告**

**订单、执行及账户月结单。**我们可能将您授权的订单递送到任何一家证交所或交易此类业务，或我们可能执行我们自己订单的其它市场中心。您了解我们不会让您与市场直接联系。无论您下的是市价单、限价单还是其它类型订单，您都了解您会得到该订单在市场执行时的价格。尤其在市场交易量高、流动性小、变化迅速或变化无常、或下大笔订单时，您得到的执行价格可能不同于下单时发布的报价，您的订单可能以不同价格部分执行。我们不接受由邮寄购买或卖出证券的订单，月结单应被视为是您同意的且具有约束力，除非您在送达后 10 天内书面通知我们。您同意您负责监控所有未成交订单。如果您下了取消前有效("GTC")订单，您了解该订单会受到我们网站发布的 GTC 订单取消时间表的约束。否则该订单会维持其有效状态，直到订单执行、您取消了订单或由于公司决策、重组或运作原因订单被我们取消。

**取消与修改要求。**您了解订单可能无法取消或修改。任何试图取消或修改只是呈送取消与修改的要求。我们不会因无法取消或修改订单而负责。您了解并同意，如果一个订单无法取消或修改，您将对初始的订单执行负责。您还了解修改、取消并替换订单可能会造成订单的超额执行或重复执行，我们的系统不能防止订单的超额执行或重复执行，您将为此类订单执行负责。如果您输入了取消某个订单的要求，您同意要等到订单取消已生效并确认之后再输入另一个替代订单。您同意在收到我们的订单已被执行或取消的报告(如下所述)之前，不要以为订单已被执行或取消。在您输入另外的订单之前，您有责任了解您尚未成交订单的状况。当对某订单状况不清楚时，您同意立即联系我们。

**延迟及更正报告。**当您的订单执行时，我们通常会收到电子讯息(一份"报告")通知我们订单的状况，包括但不局限于订单是否成交以及成交的价格。然而，我们不是总能够及时收到报告(一份"延迟报告")。由此，您会收到一份延迟报告。您也会收到对前一份报告进行更正的报告，包括执行价格错误。尽管报告延迟或报告由另一份报告进行更正，您承认您得到的价格是您订单在市场真正成交的价格。

#### **II-E. 止损价单- 风险及公开声明；公司行动**

**止损价单(Stop-on-Quote Order):** 止损价单是在全国最佳买价卖价(NBBO) 达到或超过特定水平或激活点(称为止损价格)时买入或卖出证券的订单。网上止损价单或止损限价单的时候，卖出订单止损价必需最少低于现时的买方价\$0.10，以及买入订单必需高于卖方价\$0.10。如果您通过经纪下止损价单或止损限价单，可免除\$0.10的价差要求。所有止损价单(包括止损限价单和跟踪止损价单)的激活事件会发生在买方价(卖单)或卖方价(买单)达到或超过您的止损价时。为了应对异常市场的波动性，美国证监会(SEC)实施了 Reg NMS 计划，该计划为整个市场提供了上限价位和下价位(LULD)机制，其目的是为了避开纳斯达克全国市场(NMS)的股票在特定的价格带以外成交，在价格变动更加显著和经久时将交易暂停。止损价单将在可执行报价上激活并成交。报价在特定的价格带以内方被认为是可执行报价。一旦激活，止损价单会变成市价单，然后作为市价单处理。根据市场条件，一旦止损价单被激活，不保证执行价格，且收到的价格可能与您的止损价格相差几点。

**跟踪止损价单：**跟踪止损价单和止损价单类似，但是您不设定止损价格，而是设定止损条件，设立一个移动的(跟踪)激活价格。您可以用点数或百分数输入止损条件。跟踪止损价单卖出或买入补回最低点为\$0.01 或跟踪止损价单卖出或买入补回最低百分比点为 1%。此订单在史考特的服务器上以不保留,尽最大努力执行的方式(not held, best-efforts basis)维护。这意味着我们直到您的止损条件达到了以后才会将订单送至市场中心。如果您的止损条件已达到，我们会将您的订单作为市价单送至市场中心。和止损价单类似，跟踪止损价单将在一个可执行的报价激活并成交。正如正常的止损价单，您的订单可能不会以您的止损价格成交，特别是在某些快速变化市场的情形下。我们的跟踪止损服务以"如此(as is)"提供，所以服务可能会有延迟、省略或不准确。跟踪止损价单会根据史考特的 GTC 订单取消时间表被自动取消。史考特将对因系统故障或由报价数据问题所影响到的跟踪止损价单负责。跟踪止损价单会面临由机械故障、系统中断、一些公司行动(如现金股利)和数据传送错误造成的风险，包括跟报价数据有关的错误。如果报价失误或没有收到报价，订单也许会被错误地送出，或没有送至市场中心。在波动的市场条件下，NBBO(全国最佳买价卖价)报价的快速变化可能会激活止损条件。偶尔，快速的报价变化或超出范围的报价可能会激活您的止损条件。为了努力避免某些市场数据的风险，跟踪止损价单不会在以下条件下激活：(i)出现在盘前或延长时段中的交易；(ii)延迟报告的交易；(iii)次序之外的交易；(iv)外部当时存在的最佳买卖报价交易，除非是外部第三个最佳买卖报价交易。



**Corporate Actions.** A corporate action or bankruptcy proceeding may affect a company's investors. Shareholders may be asked to exchange their shares for new shares in the event of a company reorganization, sometimes for less value than their original investment. When a company is reorganized, the rights of investors are explained in the reorganization plan. When mandatory corporate reorganizations and stock spin-offs/splits occur, you may receive new shares from the reorganized company. It is important to note how a corporate action may impact your account. The process of a corporate action involves the canceling of the old securities in exchange for the issuance of new shares of a security. The previously issued security is canceled and is no longer available for trading. A transfer agent will issue shares of the new security in exchange for the canceled shares. Scottrade will post the new shares resulting from a corporate reorganization to your account only after receiving the shares from a depository firm or the applicable transfer agent. Scottrade does not allow sell transactions on any unlisted security, which includes trades on the over-the-counter bulletin board or the pink sheets, prior to the new shares posting to your account.

#### II-F. Order Routing and Payment for Order Flow

Consistent with the overriding principle of best execution, we generally route orders for National Market System (NMS) and Over-the-Counter (OTC) equity securities as well as options to trading centers, including exchanges, securities dealers/market makers, and alternative trading systems such as ECNs. Although Scottrade does not accept client instructions to route orders to a particular destination, Scottrade takes a number of factors into consideration in determining where to route customers' orders, including quality of executions relative to the National Best Bid and Offer (NBBO) at any one market center, the speed of execution, the availability of efficient and reliable order handling capability, the liquidity offered by the trading center, the level of service provided, and the cost of executing orders. We may receive remuneration from a market center, but remuneration is only a factor when all other factors affecting best execution are equal. U.S. Securities and Exchange Commission (SEC) rules require all brokerage firms to make publicly available quarterly reports describing their order routing practices. These quarterly reports describe how and where customer orders are routed and are available on our website at [www.scottrade.com/routing](http://www.scottrade.com/routing). You may request a written copy by contacting your local Scottrade team, Registered Investment Advisor or Guidance Solutions Group representative.

In addition to the quarterly reports above, SEC rules also require brokerage firms, upon a client's request, to provide information regarding the identity of the market center to which any client order was routed in the six months prior to the request, whether the order was a directed or non-directed order, and the time of the transaction (if any) that resulted from the order. If you wish to receive the foregoing routing information for any order(s), please contact your local Scottrade team, investment advisor. In exchange for directing client orders to certain market centers for execution, we receive remuneration such as per-share arrangements, liquidity rebates or profit sharing arrangements. The source and amount of any compensation received by us in connection with your transaction will be disclosed upon written request. You understand that any remuneration that we may receive for routing orders through various market centers is considered a reduction in our costs and will not accrue to your Account.

#### II-G. No Recommendation of Day Trading

By providing the means to place trades electronically, we do not promote, recommend or endorse what is commonly referred to as "Day Trading" - the practice of purchasing and selling the same security within one day's trading. Day Trading involves unique risks and you agree to educate yourself on the risk of day trading prior to engaging in this activity through our facilities. More information about the risks of Day Trading can be found in the Day Trading Risk Disclosure Statement at [www.scottrade.com](http://www.scottrade.com). By opening your Account, you acknowledge that you have received and read Scottrade's Day Trading Risk Disclosure Statement.

#### II-H. Extended-Hours Trading Risk Disclosure

The increased risks of extended-hours trading are explained below. If you are not comfortable assuming these risks, you should not place extended-hours orders. To the extent that you enter such orders, you acknowledge you have carefully considered the risks of extended-hours trading and whether it is appropriate for you.

**Definition.** Extended-hours trading is a means of trading before or after the regular trading session in certain NASDAQ and Listed securities through Electronic Communications Networks ("ECNs"). Options are not available for extended-hours trading. ECNs match buy and sell orders at specified (Limit Order) prices. If you want to buy a stock through an ECN, but there are no sell orders to match the buy order, the order will not be executed until a matching sell order is received, and vice versa.

Extended-hours trades are not held to Time and Sales.

**Hours.** Pre-market trading is from 6 a.m. to 9:28 a.m. (ET), Monday through Friday on days when the market is open. After-hours trading is from 4:02 p.m. to 8 p.m. ET, Monday through Friday on days when the market is open. On any day, extended-hours trading may be unavailable, delayed, interrupted, or terminated early without any prior notice. When the regular trading session closes at 1 p.m. ET, after-hours trading will generally be offered from 1:02 p.m. to 5 p.m. ET.

**Limit Orders.** You may only enter day limit orders for pre-market and after-hours trading. If your order is not executed, it will expire at the end of the relative trading session each day. Orders will not carry over to the next trading session. Extended-hours orders may be modified and canceled; however, these orders are subject to prior execution. You will be responsible for any execution at your original price. You will not be able to change an order from regular trading hours to extended-hours trading. Pre-market and after-hours trading are separate trading sessions and orders are not linked between the two sessions. Order qualifiers may not be used in extended-hours trading sessions. All executed orders will be processed as a trade for that day subject to three-business-day settlement.

**Risk of Lower Liquidity.** Liquidity refers to the ability of market participants to buy and sell securities. Generally, the more orders available in a market, the greater the liquidity. With greater liquidity it is easier for investors to buy or sell securities; therefore, investors are more likely to pay or receive a competitive price. There may be lower liquidity in extended-hours trading as compared to regular trading hours. As a result, your order may only be partially executed, or not at all.

**Risk of Higher Volatility.** Volatility refers to the changes in price that securities undergo when trading. Generally, the higher the volatility of a security, the greater its price swings. There may be greater volatility in extended-hours trading than in regular trading hours. As a result, your order may only be partially executed, or not at all, or you may receive an inferior price in extended-hours trading than you would during regular trading hours.

**Risk of Changing Prices.** The prices of securities traded in extended-hours trading may not reflect either the price at the end of regular trading hours, or the opening price the next morning. As a result, you may receive an inferior price in extended-hours trading than you would during regular trading hours.

**Risk of Wider Spreads.** The spread refers to the difference between a security's purchase price and its selling price. Lower liquidity and higher volatility in extended-hours trading may result in wider than normal spreads.

**公司行动。** 公司行动破产程序可能影响公司的投资者。在公司重组的情况下，股东或可能被要求以他们的股票交换新股，有时会换来低于原本的投资价值。当一家公司重组，重组计划会解释投资者的权利。当发生强制性公司重组和股票分割/拆，您或会收到重组公司的新股票。注意公司行动如何影响您的账户很重要。公司行动过程包括取消交易所的旧证券，代以发行新的证券。之前发行的证券被取消，并不再作交易。过户代理将在交易所发行新证券的股份取代取消的股份，史考特只会在在收到来自存托公司或相关过户代理的股份后，将公司重组产生的新证券记入您的账户。在新股份记入您的账户前，史考特不允许卖出任何没有上市的证券，这包括在布告栏或粉单市场的交易。

#### II-F. 订单流程及订单传送支付的回佣

鉴于订单优先执行的原则，我们通常将全国市场系统(NMS)、柜台(OTC)证券和期权交易的订单递送到交易中心，包括：证交所、券商/市场造市商，和诸如 ECN 的非传统交易系统。虽然史考特不接受客户提出的递送订单至指定目的地要求，但是史考特在决定怎样递送顾客的订单时，考虑几个因素，其中包括执行质量(在任何一家市场上相对全国最优买价(NBBO)的价格优越程度)、提供有效及可靠的订单处理能力、交易中心提供的证券流动性、服务档次以及执行订单的费用。我们可能从市场中心获得回佣，但当所有其它影响最佳执行的因素相同时，回佣仅是一个因素。美国证监会(SEC)规定所有证券公司必须每季公布他们如何递送订单的惯常做法。在我们的网站 [www.scottrade.com/routing](http://www.scottrade.com/routing) 公布的季度报告中描述了客户订单递送的方式及地点。您也可以联系您当地的史考特团队、注册投资顾问或指导解决方案集团代表索取书面副本。

除了上述的季报以外，SEC 条例还要求证券公司在顾客的要求下，提供前 6 个月此顾客订单被递送市场的名字；无论订单是否是直接或间接的，以及订单执行的时间。如果您希望获得上述递送资料，请联系您当地的史考特分行团队或理财顾问。在将客户的订单递送到一定的市场中心执行时，我们会收到回佣，例如以每股配置、流通回扣、或利润分享配置。在书面要求下，我们可以透露与您交易有关的回佣及来源。您了解我们因递送订单到不同的市场而收到的回佣被认为是降低我们成本的，将不会积存到您的账户里。

#### II-G. 不推荐当日冲销

由于提供电子下单交易的媒介，我们并不提倡、推荐或赞成被通常认为是“当日冲销”的行为 - 这是指在同一天内针对同一证券既买又卖的行为。当日冲销涉及独特的风险，您同意在通过我们的设施进行当日冲销交易前要自己了解有关当日冲销的风险。更多有关当日冲销风险的更多资讯可在 [www.scottrade.com](http://www.scottrade.com) 的当日冲销风险公开声明中找到。您在开设账户时承认您收到并阅读了史考特当日冲销风险公开声明。

#### II-H. 延长时段交易风险公开声明

以下为延长时段交易所具有的增加风险。如果您对于这些风险有顾虑，您不应在延长时段下单。您输入此类订单时，您承认您已仔细考虑了延长交易时段的风险及其对您适合性。

**定义。** 延长交易时段交易是部份纳斯达克和挂牌证券在正常交易时段之前或之后经由电子通讯网络(ECN)所做的交易。期权不能在延长交易时段交易。ECN 以特定的(限价单)价格匹购买单和卖单。若您想经由 ECN 购买股票而没有相应的卖单匹配您的买单，在有合适的卖单前，该订单将不会被执行，相反亦然。延长时段的交易不会受时间与销售的保护。

**交易时段。** 盘前交易时段是从市场开市的周一到周五，美东时间早上6点到早上9点28分。盘后交易时段是从市场开市的周一到周五，美东时间下午4点02分到晚 上8点。延长时段交易(盘前与/或盘后)可能会在任何一天不提前通知的情形下无法操作、延迟、中断或提前取消。当正常交易时段在美东下午1点结束时，盘后交易将在美东时间下午1点02分至下午5点进行。

**限价单。** 在盘前和盘后交易时段您只能输入当天有效的限价单。如果您的订单没有执行，它将会在当天延长交易时段结束时失效。此订单将不会自动转移到次日的交易时段。延长时段订单可以被修改和取消；然而，这些订单受之前执行的约束。您将对您初始价格的订单负责。您不能将正常时段交易的订单改为延长时段的订单交易。盘前和盘后交易时段的交易是分开的交易时段，这两个时段的订单是不相连的。订单的限定条件不适用于延长交易时段。所有当天执行的订单受3天交割日的限制。

**低流动性风险。** 流动性指的是市场参与者买卖证券的能力。总体来说，市场上订单越多，流动性就越高。高流动性容易使投资人买进或卖出证券；从而，投资人更可能支付或得到比较有竞争力的价格。延长交易时段的流动性可能比正常交易时段低。因此，您的订单可能只有部分执行或根本不能执行。

**高波动性风险。** 波动性是指证券在交易时的价格波动范围。总体来说，波动性越高，价格的变化就越大。延长交易时段的波动性可能比正常交易时间高。因此，您的订单会可能只有部分执行或根本不能执行，或您在延长交易时段得到的价格可能没有正常交易时段的优越。

**价格变化风险。** 在延长交易时段交易的证券价格也许并不反映正常交易时段在当天结束或第二天一早开盘的价格。因此，您在延长交易时段得到的价格可能没有正常市场期间的优越。

**大价差风险。** 价差是指一支证券买价和卖价之间的差额。延长时段交易的较低流动性及较高波动性会造成某一证券的买卖价差大于正常价差。

**Risk of Unlinked Markets.** Depending on the extended-hours trading system or the time of the day, the prices displayed on a particular extended-hours trading system may not reflect the prices in other concurrently operating extended-hours trading systems dealing in the same securities. Accordingly, you may receive an inferior price in one extended-hours trading system than you would in another extended-hours trading system.

**Risk of News Announcements.** Normally, issuers make news announcements that may affect the price of their securities after regular trading hours. Similarly, important financial information is frequently announced outside of regular trading hours. In extended-hours trading, these announcements may occur during trading, and if combined with lower liquidity and higher volatility, may cause an exaggerated and unsustainable effect on the price of the security.

**Risk of Lack of Calculation or Dissemination of Underlying Index Value or Intraday Indicative Value.** For certain derivative security products, an updated underlying index value or Intraday Indicative Value ("IIV") may not be calculated or publicly disseminated in extended-hours trading. Since the underlying index value and IIV are not calculated or widely disseminated outside regular trading hours, an investor who is unable to calculate implied values for certain derivative security products in those sessions may be at a disadvantage compared to market professionals.

#### II-I. Special Risk Factors of International Investing

Although you take risks when you invest in any stock or security, international investing has some special risks. These special risks include: changes in currency exchange rates; political, economic and social events; potential for illiquid markets; less information; reliance on foreign legal remedies; and different market structures and operations. There are different ways you can invest internationally; through mutual funds, exchange-traded funds ("ETFs"), American Depositary Receipts or Shares ("ADRs" or "ADSs"), U.S.-traded foreign stocks, or direct investments in foreign markets. Learn more about international investing from the SEC brochure entitled "International Investing: Get the Facts" at [www.sec.gov/pdf/ininvest.pdf](http://www.sec.gov/pdf/ininvest.pdf). For mutual funds, you can get the prospectus for a particular mutual fund directly from the mutual fund. For ETFs, you can get additional information for a particular ETF form the ETF or from the exchange where the ETF is traded. Although most foreign stocks trade in the U.S. markets as ADRs, some foreign stocks trade here in the same form as in their local markets. There are different trading markets in the United States, and the information available about an ADR or foreign stock will depend on where it trades.

If you want to buy or sell stock directly on the foreign market, Scottrade may be able to process your order. Foreign trading markets often operate differently from those in the U.S.; for example, there may be different periods for trade clearance and settlement, and reporting may not occur as quickly. Rules providing for the safekeeping of shares held by custodian banks or depositories may not be as well developed in foreign markets, with the risk that your shares may not be protected if the custodian has credit problems or fails. Transaction costs such as currency exchange, fees and taxes can be more expensive for international investing than they are in the U.S.

#### II-J. Warnings Regarding Connected Accounts

As a service to Brokerage Account clients, Scottrade may provide you with the option to open a Scottrade Bank Account. You understand if you choose to open Scottrade Bank Accounts it will automatically be connected directly to your Scottrade Brokerage Account. In opening such Scottrade Bank Accounts, you will have the opportunity to add joint account holders, fiduciaries or individuals authorized to access your account, that may or may not be included as a joint account holder, fiduciary or authorized individual on your Scottrade Brokerage Account ("Additional Bank Account Party"). You understand, acknowledge and agree that if you provide information regarding your Scottrade Brokerage Account to such an Additional Bank Account Party in order for such Additional Bank Account Party to view or transact in your Scottrade Bank Accounts online, the Additional Bank Account Party will have access to your Scottrade Brokerage Account and will not be blocked from the functionality offered, including but not limited to transferring funds to a Scottrade Bank Account for subsequent withdrawal, executing trades, and transferring securities out of the Scottrade Brokerage Account.

You further understand, acknowledge and agree that anyone whom you authorize to make transactions on your behalf in relation to your Scottrade Brokerage Account, such as a joint account holder, authorized trader (by executing a Trading Authorization form), or a fiduciary on your Scottrade Brokerage Account, will also have access to your Scottrade Bank Account, whether or not included as an Additional Account Party on your Scottrade Bank Accounts, and thus will be able to execute transactions in your Scottrade Bank Accounts, including but not limited to making deposits, withdrawals and wire transfers. Scottrade will provide you with a user ID and password (which you are thereafter required to replace with a new password) when you open a Scottrade Brokerage Account. You agree to safeguard your user ID and the initial and all subsequent versions of your user ID and/or password. You understand and agree that neither Scottrade nor Scottrade Bank shall be responsible for any breach of security caused by your failure or the failure of anyone you authorize to make transactions on your behalf to maintain the confidentiality of your user ID and password.

You understand that neither Scottrade nor Scottrade Bank reviews any action or inaction by you, or anyone you authorize to act on your behalf, in relation to your Scottrade Brokerage or Bank Account. You understand and agree that you are solely responsible for reviewing the activity in your Scottrade Account(s) and to promptly notify Scottrade if you believe that someone has used your login credentials (user ID and password) to access your Account(s) without your authorization. You agree to hold Scottrade, Scottrade Bank, and their respective officers, directors, employees, agents and affiliates harmless from any liability, claim or expense (including attorneys' fees and disbursements), as incurred in relation to your Scottrade Account(s) for the actions and non-actions by you and the actions and non-actions by anyone you authorize to act on your behalf (or anyone to whom you provide your Scottrade Account information). You understand and agree that neither Scottrade nor Scottrade Bank shall be responsible for any breach of security caused by your failure, or the failure of anyone you authorize to act on your behalf, to maintain the confidentiality of the user ID and password associated with your Scottrade Brokerage Account, Scottrade Bank Account or both. You agree not to hold Scottrade liable for any damages of any kind resulting from your decision to disclose your user ID, password, account number and/or account information to any third party that aggregates account information or website content.

### Section III: Online Trading

#### III-A. Risks of Online Trading

There are unique risks for online trading and volatile markets. You need to be aware of these risks so that you can take steps to minimize them. Here are guidelines for getting started, including government and regulatory websites with additional resources for evaluating online trading risks.

**Enter Orders Wisely.** There is no substitute for wise planning when deciding to enter an order online. Understand the securities that you are buying and selling, and know what your goals are for each investment. Most of all, understand your own risk tolerance and the risks involved with each of your investments.

**市场断连风险。**基于延长时段交易系统或当天的时间,在某特定延长时段交易系统显示的一股股票价格并不与其它延长时段交易系统同时显示的价格相吻合。从而您在某个延长时段交易系统得到的价格可能没有另一个延长时段交易系统的价格优越。

**新闻发布风险。**发行证券的公司在延长交易时段发布的新闻通常会影响到其证券价格。同样,重要的金融讯息通常是在正常交易时段以外发布的。在延长交易时段,这些新闻可能在交易期间发布,如果同时加上有较低的流动性及高度波动性,则会影响到并造成证券价格夸大及无法支撑。

**缺乏底层指数价值或日间指示值(简称"IIV")计算或传播的风险。**在延长交易时段,对于某些衍生证券产品,可能没有计算或者传播底层指数价值或者IIV的更新讯息。由于底层指数价值和IIV在正常交易时段以外没有被计算或者普遍传播,那些无法在这些时段计算某些衍生证券产品的隐含价值的投资人与市场专业人士相比处于不利的地位。

#### II-I. 国际投资的特殊风险因素

虽然您在投资任何股票或证券时会承担风险,但国际投资有一些特殊风险。这些特殊风险包括:货币汇率变化;政治、经济和社会事件;潜在的市场流动性不足;讯息较少;对外国法律补救办法的依赖;以及不同的市场结构和操作。您可以通过不同方式进行国际投资:共同基金、ETF、美国存托凭证(ADR)或美国存托股份(ADS)、在美国交易的外国股票或直接投资外国市场。在[www.sec.gov/pdf/ininvest.pdf](http://www.sec.gov/pdf/ininvest.pdf)题为"国际投资:了解事实"的SEC材料中了解更多有关国际投资的讯息。对于共同基金,您可以直接从特定共同基金获取该基金的公开说明书。对于ETF,您可以从特定ETF或其交易所获取更多讯息。虽然多数外国股票以ADR的形式在美国市场进行交易,但有些外国股票在美国市场的交易形式和它们在其当地市场的交易形式相同。美国有不同的交易市场,ADR或外国股票的可用讯息取决于它们的交易地点。

如果您想在外股市场直接买卖股票,史考特可能可以处理您的订单。外国交易市场的运作方式一般不同于美国市场;例如,交易结算和交割的时段可能不同,且报告可能没有那么快产生。在外股市场,为托管银行或托管人所持股份的妥善保管而提供的规则可能没有那么完善,并且如果托管方有信用问题或破产,您的股份可能有不受保护的风险。国际投资的交易成本,如货币兑换、费用和税务,可能比美国贵很多。

#### II-J. 相连账户的相关警示

作为提供给经纪账户客户的一项服务,史考特可能为您提供开设史考特银行账户的选择。您了解如果您选择开设史考特银行账户,它将自动与您的史考特经纪账户直接相连。开设史考特银行账户,您将有机会添加共同账户持有人、托管人或代理人使用您的史考特经纪账户,这些人可能是或不是您史考特经纪账户的共同账户持有人、托管人或代理人("其他银行账户方")。您了解、承认并同意,如果您向此类其他银行账户方提供有关您史考特经纪账户的讯息以便此类其他银行账户方在您的史考特银行账户中在线查看或交易,则其他银行账户方将可以进入您的史考特经纪账户且不会被阻止使用所提供的功能,包括但不限于:为随后提款所做的转账、执行交易和从史考特经纪账户转出证券。

您还了解、承认并同意,任何您授权代表您在您的史考特经纪账户中进行交易的人,如共同账户持有人、交易授权人(提交交易授权书)或托管人,也将可以进入您的史考特银行账户,因此可以在您的史考特银行账户中执行交易,包括但不限于存款、提款和汇款。史考特将在您开设史考特经纪账户时为您提供一个用户名和密码(之后您需要替换密码)。您同意保护您的用户名和您的初始及所有后续版本的用户名和/或密码。您了解并同意史考特和史考特银行都不会因您或您授权代表您进行交易的人未能维护您的用户名和密码的保密性而造成的任何安全故障负责。

您了解史考特和史考特银行都不会对您或您授权代表您的人在您史考特经纪账户或银行账户中的行为或不行动进行审核。您了解并同意您全权负责查看您史考特账户中的行动,并且如果您认为有人未经您的授权使用您的登入讯息(用户名和密码)登入您的账户,您会及时通知史考特。您同意,由于您或您授权代表您的人(或由您提供您史考特账户讯息的任何人)的行为或不行动所产生的任何责任、索赔或花费(包括律师费用及支出),您不会追究史考特、史考特银行及其各自的执行官、董事、雇员、代理人及附属机构的任何责任。您了解并同意史考特和史考特银行都不会因您或您授权代表您的人未能保密您史考特经纪账户和/或史考特银行账户的用户名和密码而造成的任何安全故障负责。您同意由于您向收集账户信息或网站内容的第三方透露您的用户名、账户号码和/或密码所造成的任何损害,您不追究史考特的责任。

### 第三章: 网上交易

#### III-A. 网上交易的风险

网上交易和波动的市场存在独特的风险。您应当了解这些风险以便采取措施降低此类风险。以下为您提供初步准则,包括有关政府及管制机构的额外资源来帮您衡量网上交易的风险。

**明智地输入订单:**当在网上输入订单时,明智策划是至关重要的。要了解您要买卖的证券,并知道您每个投资的目标。最重要的是要了解您的风险耐受度以及每个投资所涉及的风险。

**Quotes.** Look at the security's quote before you place an order. If your order is a buy, check the ask price (the price at which the security is offered for sale). If your order is a sell, check the bid price (the price a buyer is willing to pay). This is an indication of the price that you will pay or receive for the security. The volume of a security, often provided along with the quote, indicates the number of shares traded from the current day's market opening until the last reported trade. Scottrade's trading website provides real-time quotes to non-professional subscribers. It is important to realize that a real-time quote is not a guarantee that your order will be executed at that price; there may be a delay in the quote, the market may be moving quickly, your order may be behind another order in priority, or there may be other reasons that delay an order's execution.

**Fast Markets.** In quickly-changing ("fast") markets, bid and ask prices change rapidly. For example, securities of companies that have recently made Initial Public Offerings ("IPOs") are particularly prone to price volatility. A large volume of shares being traded in a stock may cause a delay in the execution of your order. From the time you obtain a real-time quote and place your market order, to the time the order is actually executed, the price may change substantially. If you obtain a real-time quote that says a stock is selling at \$100, and the price moves up to \$110 by the time your order is filled, you will pay \$110. This may cause you to overspend the balance in your Account. You should be especially cautious if you place orders, especially market orders, during fast markets.

**Order Queues.** Although we automatically route most orders up to a certain size or type to a market center, there may be times when we suspend automatic routing. This may be due to a change in size or other order parameters, fast markets, order queues or other market or operational reasons.

**Limit Orders.** When you place a market order (except in the last few minutes of the trading day), you will likely receive an execution; however, you are not guaranteed a specific execution price. In order to handle pricing uncertainties, you may want to place a limit order, which lets you specify the price at which you want the order executed. If you are placing an order to buy a stock, you can set a limit to buy only if the stock is at or below a specified price. The advantage of a limit order is that you are protected from paying more than your limit price. The downside is that if the market moves higher, your order will not be executed. Although limit orders guarantee a particular price, they do not guarantee that your order will be executed. Conversely, a market order essentially ensures that your order will be executed, but does not guarantee a particular price. You should always consider whether placing limit orders and buying highly volatile stocks is appropriate for your investment strategy.

**Order Status.** Submitting a trade online is not the same as having that trade executed. When you submit an order, you will receive a reference number signifying that we have received your order. In most situations, the order is automatically transmitted to the market. In some instances, the order may be reviewed and approved before it is sent to a market center. Scottrade may reject the order for a number of reasons; for example, an order may be rejected because you are trying to sell short a hard-to-borrow security that is not approved by our Stock Loan Department. In most situations, you will receive notice that your order was executed or that you have a current open order. In some situations, market centers may be slow in returning execution reports to Scottrade so you should not assume that the order did not go through.

**Cancellations.** If you cancel an order, verify the cancellation before placing another trade. Orders can only be canceled if they have not been executed. While Scottrade may submit your cancellation request to the market center, this does not mean it was canceled. The cancellation request will show as pending in your online account activity until we receive acknowledgment from the market center that it has been accepted.

**System Availability.** Our websites may occasionally be inaccessible. Scottrade's systems are designed to handle heavy use in fast markets, but neither we nor any other online brokerage can promise complete reliability under all circumstances. If you experience problems, you can always place an order by calling your local Scottrade branch or using our telephone order entry system.

**Additional Information.** The SEC and FINRA have additional information available at the websites listed below:

- The Internet and Online Trading: <http://www.sec.gov/investor/online.shtml>
- Online Trading FAQ: <http://www.finra.org/investors/online-trading-faq>
- Investing Online Resource Center: <http://www.investingonline.org/>
- Guidance to Investors Regarding Stock Volatility and Online Trading: <http://www.finra.org/investors/guidance-investors-regarding-stock-volatility-and-line-trading>
- Online Trading in Fast-Moving Markets: <http://www.sec.gov/investor/pubs/onlinetips.htm>
- Purchasing on Margin, Risks Involved with Trading in a Margin Account: <http://www.finra.org/investors/purchasing-margin-risks-involved-trading-margin-account>
- Understanding Margin Accounts, Why Brokers Do What They Do: <http://www.finra.org/investors/understanding-margin-accounts-why-brokers-do-what-they-do>

### III-B. Electronic Trading System Risks; Limitation of Liability

**Electronic Trading System Risks.** Electronic or computer-based systems, including Scottrade's, are vulnerable to disruption or failure and may be unavailable occasionally. We do not guarantee that any or all means of electronic access will be available to you at a particular time. You agree that if electronic access is unavailable, you must use an alternative means of access to conduct account transactions and activity, which may delay Account access or your ability to effect transactions.

**Limitation of Liability.** You accept that our system is "as-is" and without warranties, express or implied, including but not limited to: the implied warranties, merchantability or fitness for a particular use, purpose or application; timeliness; freedom from interruption; or any implied warranties arising from trade usage, course of dealing or course of performance. Under no circumstances shall we be liable for any punitive, indirect, incidental, special or consequential loss or damages, including loss of business, profits or goodwill. We are not liable for delays or interruptions of service or transmissions, or failures of performance of our system regardless of cause, including but not limited to: those caused by hardware or software malfunction; governmental, exchange or other regulatory action; acts of god; war; terrorism; or our intentional acts. You recognize that there may be delays or interruptions in the use of our system, including those caused intentionally by us for system servicing. You acknowledge that alternative trading arrangements are available through us as listed under "System Availability" but that we do not guarantee that alternative trading arrangements will be available at a particular time and we are not liable for delays in executing an order. In no event shall our liability, regardless of the form of action and damages suffered by you, exceed the commissions and fees paid by you to us during the month in which the action arose.

报价;在您下一个股票的订单以前,应当看一看这个股票的报价。如果您下的是买单,要查看卖方价(即 Ask,这是市场给这个证券的卖出价)。如果您下的是卖单,您应查看买方价(即 Bid, 买主愿意买的价格)。这是您将要支付或者得到的买卖证券的指示价格。与报价一起,证券的交易量将告诉您从市场开盘到报告交易期间股票的交易量。史考特交易网站为非专业订阅者提供实时报价。重要的是要意识到实时报价并不保证您的订单会按照那个价格成交;因为有时即时报价也可能会延迟,市场可能会变化太快,另一订单也会优先于您的订单,也可能有其它原因会推迟您的订单执行。

**快速市场。**快速变化的市场(或称为快速市场)中,买方价和卖方价的变化都很快。例如,那些新上市公司的证券(IPO)价格特别易于波动。如果一支股票的交易量很大,您的订单也许会延迟执行。从您得到实时报价并送出您的市价订单,到您的订单确实执行,这期间价格会有很大的变化。如果您下单时即时报价显示现在的卖方价是\$100,而当您的订单执行时,价格也许会达到\$110,您则要支付\$110。这种情形可能会造成您超用您账户的结余。在下单时,特别是在快速市场下市价单时要特别当心。

**订单排列。**尽管我们自动将多数某种一定数量的订单递送到市场中心,但有时我们会暂停自动递送。这是由于订单量或其它订单参数的改变、快速市场、订单排列、其它市场或运作的原因。

**限价订单。**您下了市价单(除非在交易当日的最后几分钟),您的订单通常会被执行;然而,这并不能保证您订单执行的价格。为了把握价格的不确定性,您可以下所谓的限价单。限价单让您指定想要订单执行的价格。如果您下了订单要买进股票,您可以设定一个您愿意的价位或比之更低的价格买进。限价单的优点是可以保护您不超付您限定的价格。缺点是如果市场向上走的话,您的订单将不会被执行,您则不能拥有您想购买的股票。尽管限价单保证特定的价格,但不保证您的订单执行。另一方面,市价单基本上保证您订单的执行,但不保证一定的价格。您在下限价单和购买波动极高的股票时,您应考虑此举是否适合您的投资策略。

**订单状态。**在网上送出订单与订单执行是不同的概念。当您送出一个订单时,您将会得到一个表示我们已收到您订单的参照号码。在多数情况下,这个订单会自动递送到市场中心。但在某些情况下,订单会被审查和批准后再送市场中心。史考特可能会以多种理由拒绝您的订单,例如,您试图卖空我们股票借贷部门没有批准、难以借到的股票。多数情况下,您会收到您订单执行或您有尚未执行的订单的通知。在某些情形下,市场中心也许会延缓给史考特的执行报告,所以您不应以为您的订单没有送出。

**订单取消。**如果您取消订单,一定要确认取消成功后才能下另一张订单。只有还没有执行的订单才可以取消。尽管史考特会将您的取消请求送到市场中心,但并不意味着订单已被取消。您的取消请求在您网上账户活动页面会显示等待取消,直到我们从市场中心那里收到订单已被取消的回执。

**系统运行。**我们的网站偶尔可能会无法进入。史考特的系统在设计上可以应对快速市场引起的大量使用,但无论是我们或任何一家网上券商无法保证系统在任何情况下都万无一失。如果您遇到问题,您始终可以联系您当地的史考特分行或使用电话通订单输入系统来下单。

额外讯息。美国证监会(SEC)以及金融行业管制局(FINRA)在以下所列出的网站提供额外讯息:

- 互联网以及网上交易: [www.sec.gov/investor/online.shtml](http://www.sec.gov/investor/online.shtml)
- 网上交易常见问题: <http://www.finra.org/investors/online-trading-faq>
- 网上投资资源中心: [www.investingonline.org](http://www.investingonline.org)
- 高波动股票以及网上交易投资者指南: <http://www.finra.org/investors/guidance-investors-regarding-stock-volatility-and-line-trading>
- 快速变化市场中的网上交易: [www.sec.gov/investor/pubs/onlinetips.htm](http://www.sec.gov/investor/pubs/onlinetips.htm)
- 融资融券购买;在融资融券账户中交易所涉及的风险: <http://www.finra.org/investors/purchasing-margin-risks-involved-trading-margin-account>
- 理解融资融券账户,券商运作机制: <http://www.finra.org/investors/understanding-margin-accounts-why-brokers-do-what-they-do>

### III-B. 电子交易系统风险; 责任限度

电子交易系统风险。包括史考特系统在内的以电子或计算机为基础的设施和系统,具有会中断或发生故障的脆弱性,从而有时会无法使用。我们不能保证任何或所有的电子方式会在某一时刻可以使用。您同意如果不可以使用电子方式,您必须选择其它方式来使用账户、进行交易及其它账户活动,这些方式可能会延误您使用账户或者进行交易的能力。

**责任限度。**您认可我们的系统是“此样(as is)”,并没有任何表明或隐含的保证,包括但不局限于,隐含地保证、可买性或适合某一特别使用、目的、应用及适用性;及时性;无中断;或任何隐含的由自交易使用、交易过程或施行过程的保证。无论在任何情形下,我们不应应对任何惩罚性的、间接的、偶然的、特别的或继发的损失或损坏负责,这包括业务、利润或信誉上的损失。我们不对由任何原因造成的系统延迟或中断负责,原因包括但不局限于由软件或硬件的故障、政府、交易所或其它的管制裁决;天灾、战争、恐怖活动或我们有意的行为。您明白我们的系统可能会延迟或中断,包括那些由于系统维护目的而认为造成的延迟或中断。您了解我们会提供上述其它的交易方式但我们不能保证其它的交易方式会在某一特定时刻可以使用,我们不应应对订单的执行延迟负责。无论在任何情形下,无论任何行为方式及您所遭受到的损失,我们的赔偿不应超出在此行为发生的某个月份内您付给我们的佣金及费用。

### III-C. Use of Scottrade's Websites

"Websites" refers to Scottrade's websites (www.scottrade.com, www.scottrader.com, trading.scottrade.com, and additional websites we may register). These Websites provide information and content. "Content" includes Account positions, activities, balances, transaction statuses, statements, confirmations and other Account-related data.

The Content on our Websites is provided as a convenience, but may be inaccurate or outdated and cannot be guaranteed.

You agree at all times to rely upon your transaction confirmations and Account statements as the official records of your Account. "Information" is financial or investment information provided by third parties to us, including market data, news, research, analysis, commentary or tools.

The Information on our Websites is provided by sources believed to be reliable, but cannot be guaranteed. The Information provided on our Websites is not customized for your Account, and you understand that this information is not a recommendation to you about the suitability of a purchase or sale of any security. We may, without notice to you, change, revise, modify, add, upgrade, remove or discontinue any part of the Content or Information on our Websites. Our Websites may include hyperlinks to third-party websites. We are not responsible for the information or content on third-party websites. By opening your Account, you acknowledge you have received, read and agree to the Scottrade Website Terms and Conditions found on our Websites.

### III-D. Market Data, News and Other Information

You agree that the market data, news and other information available to you through our website is for your personal use and that you will not retransmit or republish it in any form. We may terminate your access to this information at any time in our sole and absolute discretion and without notice to you. You acknowledge that the information provided to you is obtained from sources believed to be reliable and is presented on a best-efforts basis; that no accuracy or completeness of the information is guaranteed; that we do not guarantee there will not be interruptions in its availability; and that the provision of such information does not constitute a recommendation by us to purchase or sell any security, or any financial, tax or legal advice by us. More specifically, with regard to market data, you agree to the following:

- "Data Disseminators" (the New York Stock Exchange, NASDAQ, the Options Price Reporting Authority, their processors and constituents including the Chicago Board Options Exchange, New York Stock Exchange Market, National Stock Exchange, BATS Exchange, Inc., NYSE Arca, Philadelphia Stock Exchange, S&P, Thomson Reuters, IDC, Bloomberg, etc.) that make "Market Data" (e.g., last sale prices, offers or any other information provided) available, own the proprietary rights to all Market Data they supply;
- Neither we nor any Data Disseminator guarantees the timeliness, sequence, accuracy or completeness of any Market Data;
- The Data Disseminators and/or Scottrade shall not be liable to you or any other person for any losses or damages arising from inaccuracies, errors, omissions, delays, interruptions or non-performance, whether or not they are due to any negligent act or omission of any Data Disseminator or Scottrade. In no event shall any Data Disseminator or Scottrade be liable for any incidental, special, indirect or consequential damages, including but not limited to lost profits, trading losses or damages, resulting from inconveniences or loss of use of Market Data services;
- No Data Disseminator nor Scottrade may be held liable for any discontinuance in the provision of Market Data or change in the manner of distribution for any reason;
- Market Data is made available for your own personal use and you are prohibited from furnishing it to any other person or entity;
- Data Disseminators or Scottrade may terminate your receipt of Market Data at any time;
- This Agreement is for the express benefit of Scottrade and the Data Disseminators and, accordingly, the Data Disseminators as third-party beneficiaries hereof are entitled to enforce this agreement by legal proceeding or otherwise against you or any person that gains access to or uses Market Data other than as the Agreement contemplates. You shall pay the reasonable attorneys' fees that any Data Disseminator may incur in so enforcing this Agreement.

Without limiting the provisions above, you agree that you will: (i) not use any software tools, procedures, instructions (other than to access websites through standard browsers), automatic devices or automated/manual processes to monitor or access data or content provided through our websites; (ii) not use any device, hardware or software to bypass our security; (iii) not disrupt or attempt to disrupt the performance of any Scottrade website, Market Data, news or information application; (iv) not modify or alter any of our software; (v) not use any software or process to access quantities or amounts of data that exceed Scottrade's limits including, without limitation, attempting to exceed or actually exceeding Scottrade's limitation on the number of stocks on which information may be simultaneously obtained; (vi) access the information available through our websites solely by manual request and not programmatically by macro or other automated means; and (vii) not take any action that may cause, or that actually causes, an unreasonable or disproportionately large load on Scottrade's infrastructure or servers.

You agree not to distribute any software or instructions that could be used to breach any of the terms and conditions set forth herein. You further agree that damages may not be an adequate remedy to Scottrade in the event of a breach by you of any provision in this section and that such a breach would result in irreparable harm to Scottrade. Accordingly, in the event of any such breach or threatened breach, Scottrade shall have, in addition to any other remedies, the right to (i) specifically enforce such provision and (ii) restrain and enjoin breaches and threatened breaches by you.

### III-E. License to Use Our Software

With regard to ScottradeELITE users and other systems in which we have provided software for you to download, we grant you and you accept a non-exclusive and non-transferable license to use our proprietary software ("Our Software") to communicate with our system solely as provided herein. Title to Our Software remains the sole property of Scottrade, including without limitation, all applicable rights to patents, copyrights and trademarks. You will secure and protect Our Software in a manner consistent with the maintenance of Scottrade's ownership and rights therein and will not sell, exchange, or otherwise transfer Our Software to others. We are entitled to obtain immediate injunctive relief against threatened breaches of the foregoing undertakings. You will not copy, modify, translate, decompile, reverse engineer, disassemble or otherwise reduce to a human readable form, or adapt Our Software or use it to create a derivative work, unless authorized in writing to do so by the General Counsel of Scottrade. Any updates, replacements, revisions, enhancements, additions or conversions to Our Software supplied to you by us will become subject to this Agreement. You agree that we have no liability for and you will hold us harmless from your use of Our Software.

### III-C. 史考特网站的使用

这里的“网站”是指史考特的网站(www.scottrade.com、www.scottrader.com、trading.scottrade.com 以及额外我们所注册的网站)。这些网站提供信息和内容。“内容”包括账户库存、活动、余额、交易状态、月结单、交易确认以及其它账户相关的数据。

我们网站的内容是以便客户目的而提供, 但可能不准确或过时从而不予以保证。您同意一直要依据您的交易确认和账户月结单作为您账户的官方记录。“讯息”是第三方向我们提供的金融或投资讯息, 包括市场数据、新闻、研究、分析、评论和工具。在我们网站的讯息是由我们认为可靠的来源提供, 但是不予以保证。在我们网站提供的讯息不是为您账户量身订制, 您明白这些讯息不是就您是否适合买卖某一证券的建议。我们可能会在不另行通知下就在我们的网站上更改、修订、修改、添加、更新、删除或终止任一部分的内容或讯息。我们的网站可能会包含访问第三方网站的超链接。我们不对在第三方网站上的讯息和内容负责。一经开设账户, 您确认您已经收到、阅读并同意在我们网站上的史考特网站条例与规定。

### III-D. 市场数据、新闻和其它讯息

市场数据, 新闻及其它讯息。您同意我们网站提供的市场数据, 新闻及其它讯息 是为您私人使用的, 您不可以任何形式转发或重新发布。我们可以在任何时候, 不另行通知就自行终止您获取上述讯息。您了解为您提供的讯息是从我们认为 可靠的来源获得、在我们最大的努力的基础上披露, 我们不能保证讯息的准确性 或完整性。我们不保证此讯息的提供不会有中断。您还了解提供此类讯息并不构成我们对任何一种证券的买卖的推荐, 或在提供任何理财, 税务或法律方面的咨询。更确切一点, 对于市场数据, 您同意以下:

- 提供“市场数据”(例如: 最新买卖价格、卖方价或其它提供的讯息)的“数据传播者”(Data Disseminators)(纽约证交所、纳斯达克、期权价格报告机构以及它们的讯息处理者及这些数据传播者的组成部分, 包括芝加哥期权交易所、纽约证交所市场中心、全国股票交易所、BATS Exchange, Inc.、纽交所 Arca, 费城交易所、标准普尔、汤森路透、IDC、彭博 Bloomberg 等)拥有所有它们提供的所有市场数据;
- 我们或任何数据传播者都不保证任何市场数据的及时性、连续性、准确性 或完整性;
- 无论是否由于疏忽行为或由于数据传播者或史考特的懈怠造成的, 数据传播者和/或史考特不应对由于不准确、错误、省略、延迟、中断或不运作造成的 损失或损害负责。无论任何情况任何数据传播者或史考特都不应对由于无法或不便使用市场数据服务造成的偶然的、特别的、间接或继发损害负责, 包括但不局限于, 利润损失、交易损失或损害。
- 数据传播者或史考特都不以任何理由为终止市场数据的提供或改变其传播 方式而负责;
- 市场数据是为您私人使用而提供的, 禁止您提供给它人或实体;
- 数据传播者或史考特可以在任何时候终止您获取市场数据;
- 此合约是维护史考特和数据传播者的明确利益的, 所以作为第三方收益人 的数据传播者会以法律程序来施行此合约, 对您或其它人在此合约欲意 外的连接及使用采取法律措施。数据传播者由于强制履行此合约而造成的 律师费用必须由您来承担。

除了上述规定外, 您同意您将(i)不用任何软件工具、程序或指示(除了通过标准浏览器连结网站以外)、自动设施、自动或人工程序来监视或获取由我们网站提供的数据及内容; (ii)不使用任何设备、硬件或软件来绕过史考特的安全系统; (iii)不中断或企图中断任何史考特网站或市场数据、新闻或应用软件的正常工作状态; (iv)不修改或更改史考特的软件; (v)或用任何软件或程序来获取超出史考特限定的数据额度, 包括任何企图超越或已超越史考特所限定同时获取数据的股票数量; (vi)只能人工要求的方式来获取讯息, 而不是用 macro 程序或其它自动的方法; 和(vii)不做任何会或可能对史考特基础设施 或网络服务器造成超负荷非正常运转的行为。您同意不散发任何会违反此合约中条件及规定的软件或指令。您还同意违反此章节中的任何规定将给史考特造成不可补偿的损失。所以, 如果有违反或企图违反规定的行为发生, 史考特应在其它 补偿办法的基础上拥有以下的权利(i)特别强制执行此规定, 和(ii) 阻挡及 禁止您违反或企图违反规定的行为。

### III-E. 使用我们软件的许可

针对史考特精华报价交易平台 ScottradeELITE 的用户和其它我们为您提供下载软件的系统, 我们授予您、且您同意接受非独家、非转让的许可来使用我们专有的软件(简称“我们的软件”)。我们软件的产权仍然是专属史考特的财产, 包括但不限于, 所有有关的专利权、版权及商标权。您应以史考特的所有权以及此协议中所赋予的权利方式来保护及维护我们的软件, 将不出售, 或交换, 或将我们的软件转让给别人。我们有权立即获得禁止令来缓解前述行为所带来的威胁。对于我们的软件, 除非有史考特的总律师顾问的书面允许, 您不可以拷贝、修改、翻译、解辑、逆向设计、打开或将其解压缩到人们可以阅读的形式, 或改编我们的软件从而创造衍生作品。任何对我们为您提供软件的更新、替换、修订、强化、附加、转换将受此合约的限制。您同意我们不对由于您使用我们的软件所造成的任何损害负责。

In consideration of Scottrade opening a Margin Account for you, you agree to the foregoing and following provisions.

#### IV-A. Margin Loans

We may, in our sole and absolute discretion, make loans to you for the purpose of purchasing, carrying or trading in securities, options or other property ("Margin Loans"). Margin Loans will be made in a "Margin Account." You agree that you are solely responsible for determining whether margin is appropriate for you in light of your financial resources, objectives and other relevant circumstances. You understand and agree that Scottrade will not make this determination on your behalf. Subject to regulatory requirements, the minimum and maximum amount of any particular Margin Loan may be established by us at our discretion regardless of the amount of collateral delivered to us, and we may change such minimum and maximum amounts.

#### IV-B. Requirements to Maintain Sufficient Margin

Your margin transactions are subject at all times to the initial margin and maintenance margin requirements ("Margin Requirements") established by us and the FINRA, the Federal Reserve Board or the applicable exchange. You shall monitor your Margin Account to ensure that it contains sufficient equity at all times to meet the applicable Margin Requirements.

We may modify such Margin Requirements for open and new positions at any time, in our sole and absolute discretion. The margin that we require ("House Requirements") may exceed the margin required by any exchange or association. We may reject any order if you do not have a sufficient account balance to meet Margin Requirements and may delay the processing of any order while determining the correct margin status of your Account. You shall maintain, without notice or demand from us, a sufficient account balance at all times in order to continuously meet the Margin Requirements.

The general formulas provided for calculating Margin Requirements are only illustrative and may not accurately reflect the actual Requirements in effect at a particular time for your Margin Account. You acknowledge that we are not obligated to: (i) request additional securities or other property for margin purposes in the event the Account falls below minimum margin requirements; (ii) notify you of any such deficiency; or (iii) allow you time to deposit additional securities or other property. You agree to promptly satisfy all margin calls. With regard to initial margin, Regulation T of the Federal Reserve Board and FINRA Rule 4210 require that all margin accounts meet a \$2,000 minimum equity requirement (\$25,000 is required if you are a "Pattern Day Trader" per FINRA Rule 4210); margin accounts must also meet an initial 50 percent requirement of the amount purchased or sold short. With regard to maintenance requirements, we typically issue a "Margin Call" (a request for the immediate deposit of additional collateral) if the equity in your Margin Account drops below 30 percent of the market value (50 percent for non-U.S. residents who have an International Account). In some situations such as (but not limited to) concentrated positions, low-priced stocks or volatile stocks, we may require substantially greater collateral than normal initial or maintenance requirements. We reserve the right to calculate the foregoing on an intra-day basis.

#### IV-C. Margin Calls

Margin calls may be issued in writing, via telephone, electronically, or by other means of communication. In some situations, such as during volatile market conditions, we may not immediately issue a margin call when your Account equity falls below 30 percent. You are responsible for acting immediately on any maintenance calls, buy-in or sell-out notices given orally or in writing. Your failure to promptly deposit additional money or securities in response to a margin call, regardless of the equity level in your Margin Account, may result in the liquidation of part or all of the securities in your Account.

Although we will generally attempt to notify you of a margin call and give you an opportunity to deposit additional equity to secure your Margin Account, we reserve the right to institute immediate discretionary liquidation of any and all securities without prior notice and without giving you the opportunity to deposit additional equity. This sole and absolute discretion applies regardless of any historical pattern of delivering verbal/written notices, or of any current verbal/written representations by Scottrade that indicate a different dollar amount/liquidation time or suggest additional time based on due date. This sole and absolute discretion to liquidate immediately applies regardless of time zone differentials, language interpretations or delays in wiring funds, and includes the sole and absolute discretion to choose which position to liquidate and in what order.

It is your responsibility to monitor and liquidate positions to minimize your losses before we are forced to liquidate on your behalf to protect our interest as a creditor. We reserve the right in our sole and absolute discretion to close out any positions for any account that represents a negative liquidation value.

#### IV-D. Interest Charges on Debit Balances

You agree to pay interest on all debit balances in your Margin Account. Interest on your average daily net debit balance will be determined by us and may be changed at any time in our sole and absolute discretion. Interest rates are influenced by market conditions, loan demand, broker call rate and/or prime rate. Additional discounts may apply. Interest is accrued daily, posted or compounded monthly, and calculated on a 360-day year. The use of a 360-day year results in higher interest payments than if a 365-day year were used. We reserve the right to change the rate at any time and without advance notice. Free credit balances in your Margin Account will be used to reduce your margin debit balance before interest is calculated. You understand that the interest charge made to your Margin Account at the close of a charge period will be added to the opening balance for the next charge period unless paid. For the most current margin rates, go to [www.scottrade.com](http://www.scottrade.com).

#### IV-E. Short Sales

You agree to advise us prior to entering a sell order if it is a "Short Sale" (the sale of a security you do not own). You agree that all Short Sale transactions will be executed in a Margin Account. You understand that to facilitate a Short Sale, we must borrow the securities you sell short. We may charge you a fee in connection with your Short Sale as set forth in the then-current Commissions and Fees schedule. Short Sales can be subject to a buy-in from settlement date and thereafter. Scottrade does not guarantee a minimum time to short a position. If Scottrade is unable to borrow or re-borrow a security you have sold short, or for any other reason we deem prudent, we may cover your position (by buying the stock at the current market price) at our discretion and without notice to you; you agree to be liable to Scottrade for any resulting debit balance. Margin Accounts are marked to the market daily and any increase in value of a short position will result in that unrealized loss being added to your debit balance, with interest charged as described above. Similarly, a drop in value will decrease your debit balance.

您在史考特开设融资融券账户时，您同意前述及以下的规定。

#### IV-A. 融资融券贷款

我们可以在自行判断下，给您贷款对证券、期权或其它财产进行购买、持有或交易(简称“融资贷款”)。融资贷款只能提供给融资融券账户。您同意您独自负责来决定您的财务资源、目标和其它相关的情形，融资融券交易对您是否适合。您明白史考特不会为您做这种决定。鉴于管制机构的要求，无论提交给我们的抵押品是多少，我们都会自行制定任何融资贷款的最低及最高限度，而且我们会随时更改最低及最高限度。

#### IV-B. 维持足够融资保证金的要求

您的融资融券交易必须始终维持由我们、FINRA 和联邦储蓄委员会制定的起始保证金(initial margin)及维持保证金(maintenance margin)的要求。您应一直监视您的账户并确认您的账户内始终都有维持足够的净资产来满足有关保证金的要求。

我们可能随时自行更改开仓和新库存保证金的要求。我们要求的保证金(公司自身的要求)可能超过某证交所或协会的规定限度。如果您账户没有足够的余额来满足保证金的要求，我们会拒绝任何订单，并会因为需要确认您账户的正确的保证金的状况从而延迟处理您的订单。您应在没有我们的通知或要求下，继续保持账户有足够的余额来始终满足保证金的要求。

这里提供的、用于计算保证金的一般公式只是说明性的，不一定准确反映当时某一特定时刻实际的保证金要求。您了解我们没有义务：(i)当账户低于最低保证金要求时，索求额外的证券或资产；(ii)通知您这种不足的情形；或(iii)允许您时间来存入额外的证券或其它资产。您同意及时满足所有的保证金催缴通知。对于起始保证金，联邦储蓄法规T和FINRA法则4210要求所有融资融券账户必须维持\$2000最低净资产(属于FINRA法则4210规定的“惯性当日冲销”则需要\$25,000)；融资融券账户在购买或者卖空时必须满足50%起始保证金要求。对于维持保证金要求，如果您账户的净资产额低于市值的30%(非美国居民国际账户是50%)我们通常会发出追缴通知(要求立刻存入额外抵押的通知)。在某些诸如(但不局限于)库存过于集中、低价股票或过于活跃股票的情形下，我们可能会要求比正常起始或维持保证金高出许多的抵押。我们保留以当日为基础计算上述项目的权利。

#### IV-C. 保证金追缴通知

保证金追缴通知可以由书面、电话、电子递送或其它通讯方法发出。在有些情况下，例如过于活跃的市场，当您账户的净资产比率低于30%时，我们也可能不会立即发出追缴通知。无论是口头或书面的追缴通知、买进或售出通知，您都有责任立即采取行动。如您不及时应对追缴通知存入额外资金或证券，无论您账户净资产的高低，我们都可能会平仓您账户中部分或全部证券。尽管我们通常会试图通知您追缴通知并给您机会为账户存入额外的资产来保全账户，但我们保留在不另行通知或不给您机会存入额外资产的情况下立刻自行采取措施平仓任何和全部证券的权利。无论史考特过去是否有发送书面或口头通知的惯例或现在的通过书面或口头通知的金额、平仓时间或到期日延长期是否与实际的不同的，此自行决定都是适用的。无论是地区时间的差别、文字解释的差异或电汇资金的延迟，此自行决定都是适用的，并包括自行选择平仓哪一个证券及平仓的顺序。在我们被迫以您的名义来平仓您的库存证券保护我们作为债权人的利益之前，您有责任监视并平仓您的库存证券来尽量减少您的损失。若账户平仓价值为负值，我们保留自行平仓任何账户任何库存的权利。

#### IV-D. 欠款利息费用

您同意偿付所有在融资融券账户欠款的利息。您每日平均借款余额的利息是由我们决定并可能随时自行更改。利率受市场情况、借贷需求、券商利率(broker call rate)和/或主要利率(prime rate)的影响。我们可能会附加额外的折扣。利息每天累计每月结算公布一次，并根据一年360天来计算。使用360天一年计算的利息会比使用365天一年的要高。我们保留随时且不提前通知即变更利率的权利。在计算利息前，我们会用您账户中的资金余额来抵销融资借款余额。您明白除非您支付欠款，否则在每一收费期结束时您账户所收的利息将会被加在下一个收费期的起始结余中。有关最新利率讯息，请访问史考特网站[www.scottrade.com](http://www.scottrade.com)。

#### IV-E. 卖空

您同意在输入“卖空”(卖出您没有持有的证券)的订单之前告知我们。您同意只有在融资融券账户才能进行卖空交易。您明白为了便于您的卖空操作，我们必须借您空要卖的证券。我们可能会针对您的卖空进行收费，费用会制定在我们以前/当前的佣金费用明细表中。卖空库存可能会被要求在交割的当天及之后买入补回。史考特不保证持有卖空库存的最短时间。如史考特无法借到或再借到您要卖空的证券，或出于任何其它我们认为恰当的理由，我们会自行且不另行通知就买入补回(按当前市场的价格)您的卖空库存，您有责任偿还史考特由此而产生的任何欠款。融资融券账户会根据市场每天记账一次(Mark to market)，任何卖空股票的上漲可能造成还未实现的损失，损失部分会加到您的欠款余额中并会按上述的利率收取利息。同样，卖空股票的下跌会减少您的欠款余额。

If the lender should call in your borrowed securities for any reason, such as a tender offer, and you cannot cover in time to make delivery, we may hold you responsible for any resulting loss. You agree that if market conditions change, we are unable to borrow the securities, the lender recalls the securities, or the provisions covered by the closeout requirements of SEC Regulation SHO become applicable, we may attempt to re-borrow the securities, but you understand that we may need to cover the short position in your Margin Account on the open market at the then-current market price and market conditions. You understand that you will be responsible for any resulting loss, short rebate expense or associated costs incurred by us in connection with short transactions. The initial margin requirement is 50 percent of the Short Sale amount and the minimum maintenance level is 135 percent of the market value of the short position on securities priced at or above \$14.30 per share. On securities priced between \$5 and \$14.30, the maintenance requirement is \$5 per share plus the cost to buy back. Securities under \$5 may not be sold short. Short Sale proceeds help secure our loan to you and may not be withdrawn. You are liable for any dividends paid on securities you have sold short.

#### IV-F. Loan of Securities; Pledge of Securities, Options and other Property

**Loan of Securities.** We are authorized to lend ourselves (as principal or otherwise) or others any securities held in your Margin Account and have no obligation to retain under our possession and control a like amount of such securities. In connection with such loans, we may receive and retain certain benefits (including interest on posted collateral) to which you shall not be entitled. Such loans may limit, in whole or in part, your ability to exercise voting rights of the securities lent.

**Pledge of Securities, Options and Other Property.** All securities and other property now or hereafter held, carried or maintained by us in or for your Margin Account may, from time to time and without notice to you, be pledged, repledged, hypothecated or re-hypothecated by us, either separately or in common with other securities and other property. The values received may be greater than the amount you owe us. Any losses, gains or compensation resulting from these activities will not accrue to your Margin Account. We are required under SEC rule 15c3-3 to retain in our possession and control all fully paid-for securities. Securities used as collateral for margin loans are not fully paid for and therefore are not subject to the same obligation.

#### IV-G. Risks of Margin Trading and Margin Disclosure Statement

You understand that trading on margin (including effecting short sales) involves a high degree of risk and may result in a loss of funds greater than the amount you have deposited in your Account. Before trading stocks in a Margin Account, you should carefully review Section IV of the Scottrade Brokerage Account Agreement and the margin information in Scottrade's Agreements and Disclosures Center at [www.scottrade.com](http://www.scottrade.com). Please contact your local Scottrade team or independent investment advisor (if your Account is a SAS Account) with any questions or concerns you may have.

When you purchase securities, you may pay for the securities in full or you may borrow part of the purchase price from Scottrade. If you choose to borrow funds, it will be done in a Margin Account. The securities held in your Margin Account are Scottrade's collateral for the loan to you. If the securities in your Margin Account decline in value, so does the value of the collateral supporting your loan and, as a result, Scottrade can take action, such as issuing a margin call and/or selling securities or other assets in any of your Scottrade Brokerage Accounts, in order to maintain the required equity in the account. It is important that you fully understand the risks involved in trading securities on margin. These risks include, but are not limited to:

- You can lose more funds than you deposit in a Margin Account. A decline in the value of securities that are purchased on margin may require you to provide additional funds to Scottrade to avoid the forced sale of those securities or other securities in any of your Scottrade Brokerage Accounts.
- Scottrade can force the sale of securities or other assets in your Account(s). If the equity in your Margin Account falls below the maintenance Margin Requirements for Scottrade's higher House Requirements, Scottrade can sell the securities or other assets in any of your Scottrade Brokerage Accounts to cover the margin deficiency. You will be responsible for any shortfall in your Margin Account after the sale.
- Scottrade can sell your securities or other assets without contacting you. 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 unless the firm has contacted them first. This is not the case. Although Scottrade usually attempts to notify customers of margin calls, it is not required to do so. Even if Scottrade has contacted a customer and provided a specific date by which the customer can meet a margin call, it is not required to do so. Even if Scottrade has contacted a customer and provided a specific date by which the customer can meet a margin call, Scottrade can still take necessary steps to protect its financial interests, including immediately selling the securities without notice to the customer.
- You are not entitled to choose which securities in your Margin Account are liquidated or sold to meet your margin call. Because the securities are collateral for your margin loan, Scottrade has the right to decide which security to sell in order to protect its interests.
- Scottrade may increase or decrease its House Requirements at any time and is not required to provide you with advance notice. These changes in policy can take effect immediately and may result in the issuance of a margin call. Your failure to satisfy this call may cause a forced liquidation of your account.
- You are not entitled to an extension of time on a margin call. While an extension of time to meet margin requirements may be available under certain conditions, you do not have a right to the extension. Scottrade has the sole and absolute discretion to provide an extension.

### Section V: Securities

#### V-A. Responsibilities Regarding Certain Securities

You are responsible for knowing the rights and terms for all securities bought, sold and maintained at Scottrade, including but not limited to stock splits, reorganizations, mergers, name and symbol changes, dividends, option symbols and deliverables, and any available insurance coverage, including the limitations on such coverage. While not obligated to do so, Scottrade may notify you of upcoming expiration or redemption dates, or take action on your behalf without your specific instructions, except as required by law and the rules of regulatory authorities.

Certain securities may grant you valuable rights that may expire unless you take specific action. These securities include bonds, convertible securities, warrants, stock rights and securities subject to exchange offers or tenders. You are responsible for knowing all expiration and redemption dates, and the circumstances under which rights associated with your securities may be called, canceled or modified. If any such security is about to expire worthless or be redeemed for less than its fair market value and instructions have not been received from you, we may, at our discretion, sell the security and credit your Account with the proceeds.

If an account has an option position on the last trading day prior to expiration that is \$0.01 or more in-the-money, the option is subject to automatic exercise; however, Scottrade reserves the right at its sole discretion to close any option position prior to expiration date or any position resulting from the exercising/assignment after option expiration. You will be charged a brokerage commission for any such transaction.

如果股票贷主要以任一理由收回借给我们的证券,例如收购提议(**tender offer**),您如果不能及时买进送交,由此造成任何损失我们会追究您的责任。您同意如果市场状况变化我们无法借到证券、贷主收回证券,或当SEC卖空管制规定(Regulation SHO)中有关平仓条款适用时,我们会试图重借此证券,但您明白我们可能会在公开市场以以前/当前的市场价格及情形补回账户中的卖空库存。您明白您将由此产生的任何与您卖空交易相关的损失、卖空回扣花费或开支负责。起始卖空保证金的要求是卖空总值的50%,对于\$14.30或以上的证券,最低维持保证金水平是卖空证券市场价值的135%。对于价格在\$5-\$14.30之间的证券,最低维持保证金水平是每股\$5加上买入补回需要的成本。\$5以下的证券不可以卖空。卖空所得的收入是帮助我们给您提供借贷保障的抵押,您不可以支取。您将负责支付您卖空证券所派发的股息。

#### IV-F. 证券借贷; 证券、期权和其它财产的抵押

**证券借贷。**我们有权将您融资融券账户中的证券借贷给我们自己(作为主委托人或其他)或其他人,而没有义务拥有并控制类似数量的证券。基于此类借贷的关系,我们会收到并保留一些您无权得到的利益(包括此类借贷抵押的利息)。此种方式借出的证券会全部或部分限制您行使投票的权力。

**证券、期权或其它财产抵押。**现在或以后由我们在您融资融券账户中持有、管理、维护的所有证券及其它财产,我们会在无另行通知的情况下,随时一起或分别与其它证券或财产被抵押,再抵押,质押或再质押。我们收到的价值可能会大于您所欠的价值。任何由此类抵押所产生的损益或报酬将不会累计到您的融资融券账户中。SEC法则15c3-3条要求我们必须要有或控制所有已全部付清的证券。作为融资融券抵押的证券还没有全部付清,因此不受此规定的限制。

#### IV-G. 融资融券交易风险和融资融券公开声明

您了解融资融券交易(包括卖空操作)牵涉高度的风险并可能会损失大于您存入账户的本金数额。在融资融券账户中交易股票前,您应当仔细阅读史考特经纪账户合约中第IV章节中的内容以及在史考特网站[www.scottrade.com](http://www.scottrade.com)的合约和公开说明中心有关融资融券的讯息。如果您有任何顾虑和疑问,请联系您史考特证券分行或独立的投资顾问(若为SAS账户)。当您购买证券时,您可以全部支付或者从史考特借贷一部分购买的成本。如果您选择借贷资金,此动作仅能在融资融券账户中进行。在您账户中持有的证券是史考特贷款给您的抵押。如果您融资融券账户中的证券价值下跌,那么您用于贷款抵押的价值也会减少,由此,史考特可以采取的措施,例如发出保证金追缴通知和/或卖出在您史考特经纪账户中的任何证券或其它资产来维持在账户中所要求的净资产比率。您应全面了解融资融券交易相关的风险。这些风险包括但不限于:

- 您损失的资金数额会超过您存入融资融券账户的资金额。如用融资融券购买的证券贬值则需要您存入更多的资金,以避免您账户中这些或其它证券被强制卖出。
- 史考特可以强迫您卖掉您账户中的证券或其它资产。如果您账户中的净资产低于最低维持保证金的要求,或史考特自身制定的要求,史考特有权卖掉您账户中的证券或其它资产来弥补保证金的不足。您将对卖出后您账户资金的不足负责。
- 史考特可以在不联系您的情形下就将您的证券及其它资产卖出。一些投资人错误地以为证券公司必须要联系他们,追缴通知才有效,证券公司不可以没有与他们取得联系就平仓他们账户的证券及其它资产。其实不然。尽管史考特通常会试图通知客户追缴通知,但它并没有义务这样做。即便史考特已通知客户并提供了客户必须解决追缴通知的确切日期,史考特仍然可以采取相应的措施来保护其财务利益,这包括事先不通知客户时就立即卖掉证券。
- 在处理追缴通知时,您无权选择卖掉哪个证券或资产。因为证券是用于融资融券的抵押,史考特为保护自己的利益,有权决定卖掉哪个证券。
- 史考特会不事先通知便随时提高或者降低自身的保证金要求标准。这些政策的变更通常会立即生效,所以您账户中可能会产生保证金追缴通知。您如果没有满足此通知就会迫使您账户中的证券被平仓。
- 您没有资格获得保证金追缴延期。虽然在某些特定情况下,可能允许延期解决保证金追缴,但您没有延期的权利。史考特会自行判断是否提供延期。

### 第V章: 证券

#### V-A. 针对某些证券的责任

您有责任了解在史考特买入、卖出和维持所有证券的权利和规定,包括但不限于:分股、重组、合并、名称和代号改变、股息、期权代号和衍生品,以及任何现有的保险范围及其局限所在。史考特虽然没有义务,但仍可能会通知您即将到来的到期日和赎回日期,或在没有您特定指示的情况下,以您的名义采取行动,除非有法律和管制机构的要求。

某些证券可能会授予您有价值的权利,如果您对这些权利不采取一定的行动则会过期。这些证券包括债券、可转换证券、认股权证、股权以及要约交换或者收回。您有责任知晓所有的到期和赎回日期、在何种情况下与您证券相关的权利可能会被收回、取消或者修改。如果任一此类证券将要到期作废或者以低于其公平市场价格赎回,而我们还没有收到您的指示,我们可能会自行卖出证券并将卖出所得收入记入您的账户中。

如果一个账户拥有期权库存,在到期前最后一个交易日此库存存在价内(in-the-money)\$0.01或以上,此期权则会被自动执行。然而,史考特保留在到期日之前对任何期权库存或者在到期后由于执行和指派而造成的任何库存自行行使平仓的权利。您将被收取此类交易的经纪佣金。

Scottrade 并不被要求采取任何这些行动且我们不对因这些行动而产生的损失负责。在柜台布告栏和粉单进行交易以及其它交易稀少的证券具有特定的交易风险，因为它们比在交易所交易的证券有更高的波动性和低流动性。史考特保留权利对这类证券以及其它证券以任何理由而不另行通知就附加限制。

#### **V-B. Allocation Procedure for Partial Calls**

In the event of a Partial Call of corporate or municipal bonds, or preferred stock held in bulk segregation, the securities to be called will automatically be selected on a random basis, as is customary in the securities industry. The probability that your securities will be selected is proportional to the amount of your holdings relative to the total holdings. A detailed description of the random selection procedure is available upon request.

#### **V-C. Control or Restricted Securities**

Scottrade does not generally handle the sale of control or restricted securities. You agree to notify us if you have deposited or seek to deposit any unregistered, restricted or control securities in your Account. You agree not to enter sell orders with Scottrade for securities that are subject to rules 144 or 145(d) of the Securities Act of 1933. You are also solely responsible for complying with any blackout periods or trading policies enforced by your employer. Scottrade reserves the right to deny any request to cancel or bust a transaction as a result of your violation of any such policy. You agree to pay for any loss Scottrade may incur in closing out any such intentional or unintentional trades. If you elect to deposit any control or restricted securities in your Account, you understand and agree that you will not sell such securities through your Account.

#### **V-D. Bulletin Board and Pink Sheet Trading**

Due to the volatile nature of Bulletin Board and Pink Sheet stocks, Scottrade's policy is not to accept market, stop-on-quote or stop-on-quote limit orders for these securities; only limit orders may be entered. Bulletin Board issues trade Over-the-Counter, but differently than NASDAQ stocks. These stocks do not meet NASDAQ criteria for capitalization or trading activity to be listed as NASDAQ issues. In addition, there are fewer market makers and the quotations are not absolute; they are indications. You may also notice the size and the bid and ask are usually less than those for other equities. For these reasons, there is less liquidity in these types of stocks. Market makers are not held to time and sales (they are not held to the quotes you see); trades are executed on a best-efforts basis. We understand that it is frustrating to receive an execution that does not relate to the price you see on time and sales; however, this is a function of market conditions, and not something Scottrade has the ability to change. Please keep in mind that there is a high level of inherent risk in trading Bulletin Board and Pink Sheet stocks.

#### **V-E. Initial Public Offering Policy**

Orders for newly-issued securities may be placed online after the IPO begins trading on the secondary market (after the first trade on the primary exchange). Cleared funds must be in the account prior to placing an order. If trading on margin, be aware that many IPOs experience price volatility and will therefore have a 50 percent maintenance requirement for at least 30 days. Normal rules regarding concentrated position maintenance requirements apply (per Section IV-C of this Agreement).

#### **V-F. Option Position Limit**

The total number of option contracts associated with one equity or index may not exceed 5000 contracts collectively for any account(s) maintained at Scottrade; this applies to accounts acting alone or in concert. This position limit is subject to change without prior notice. More information about this and other options policies can be found in the Scottrade Options Agreement at [www.scottrade.com](http://www.scottrade.com).

#### **V-G. Mutual Fund Investing; Mutual Fund Breakpoint Discounts Disclosure; No-Transaction-Fee Mutual Fund Program**

Mutual Fund Investing. You may invest in a variety of mutual funds in your Account through Scottrade. The information and services provided by Scottrade are not to be considered an offer to sell or a solicitation of an offer to buy a particular fund. Fund purchases may be subject to investment minimums and all fund transactions are subject to acceptance by us and/or the fund company. By entering a mutual fund transaction through Scottrade, you acknowledge that you have received and read the fund's prospectus, which describes the risks associated with the investment.

Mutual Fund Breakpoint Discounts Disclosure. Before investing in mutual funds, it is important that you understand the sales charges, expenses and management fees that you will be charged, as well as the breakpoint discounts to which you may be entitled. Understanding these charges and breakpoint discounts will assist you in identifying the best investment for your particular needs and may help you reduce the costs of your investment. Scottrade's Mutual Fund Breakpoint Discounts Disclosure is available online at [www.scottrade.com](http://www.scottrade.com). This Disclosure provides general background information about these charges and discounts; however, sales charges, expenses, management fees and breakpoint discounts vary for every mutual fund. By opening your account, you acknowledge that you have received and read Scottrade's Mutual Fund Breakpoint Discounts Disclosure. Additional information about mutual fund breakpoints is available from FINRA at [www.finra.org](http://www.finra.org).

No-Transaction-Fee Mutual Fund Program. Scottrade's No-Transaction-Fee Mutual Fund Program ("NTF Program") allows you to invest online in no-load mutual funds through Scottrade without paying a sales load or transaction fee. NTF mutual funds purchased through a Scottrade broker instead of online are subject to the broker-assisted fee set forth in our Commissions and Fees schedule. We may receive compensation directly from participating fund companies or third parties in payment for the fund distribution services we provide. This compensation is included in the fund's overall expense ratio and is reflected in the fund's performance data. Please consult the fund's prospectus for more information. You acknowledge that we may modify or discontinue the NTF Program at any time without prior notice to you. By entering into a mutual fund transaction through us, you acknowledge that you have received and read the fund's prospectus, which describes the risks associated with the investment. No-load mutual funds that are not part of our NTF Program are subject to the transaction fees set forth in our Commissions and Fees schedule.

#### **V-H. Worthless or Non-Transferable Securities**

Scottrade reserves the right to remove from your Account any security that is deemed to be worthless or to have been cancelled or otherwise invalidated. In determining that such a security is worthless or has been cancelled or invalidated, you agree that Scottrade has derived information on such securities from third parties and that Scottrade is not responsible for the accuracy or reliability of any information regarding such securities. Scottrade will notify you if it has removed a worthless, cancelled or otherwise invalidated security from your Account. Unless you provide Scottrade with evidence of the validity of the security within sixty (60) calendar days of the notice of removal, you agree to waive any claim to any future distribution from the security and agree to indemnify and hold Scottrade harmless from any claims, liability, or damages resulting from the removal of such security. If you provide Scottrade with evidence of the validity of the security from an independent third party within sixty (60) calendar days of receiving the notice of removal, Scottrade will reinstate your position.

史考特没有义务采取这些行动，如果我们没有这样做，我们不对损失负责。在柜台布告栏和粉单进行交易以及其它交易稀少的证券具有特定的交易风险，因为它们比在交易所交易的证券有更高的波动性和低流动性。史考特保留权利对这类证券以及其它证券以任何理由而不另行通知就附加限制。

#### **V-B. 部分证券收回的分配过程**

如果部分收回合计持有的客户企业或市政债券或优先股，要收回的证券将会按照证券行业惯例自动随机选出。您的证券被选中的几率由您持股份额相对于全部持股份额的比例决定。随机抽选程序的详细说明可通过索取获得。

#### **V-C. 控制性或限制性证券史考特一般不受理控制性或限制性证券的卖单。**

如果您已经存入或者想要在您的账户存入任何没有注册、附加限制的、或者控制证券，您同意要通知我们。您同意您不输入由1933证券法案144或145(d)管制的卖单。您独自有责任遵守任何由您公司实施的锁定期和交易政策。史考特保留权利拒绝任何由于违反任何此类政策的取消订单或交易的请求。您同意支付史考特因此类有意或无意的交易而要平仓所造成的损失。如果您选择在您的账户中存入任何控制性或限制性的证券，您明白并同意在您的账户中您将不卖出此类证券。

#### **V-D. 布告栏和粉单交易**

由于布告栏和粉单股票内在的高波动性，史考特的政策是不接受这些证券的市价单、止损价单或止损限价价单；仅可以输入限价单。布告栏发行的股票在柜台交易(或场外OTC)，它们与纳斯达克股票有所不同。这些股票的市值或者交易量不符合纳斯达克的挂牌要求。另外，做市商较少而且报价不是绝对的，仅为指示价格。您可能还注意到买方和卖方的数量也比其它股票要少。由于这些原因，这类股票的流动性较低。做市商不受时间和销售的限制(即不对您看到的报价负责)；交易是在尽力而为的基础上执行。我们理解您会对收到的执行价格与您在时间与销售窗口中看到的价格不同而感到懊恼，然而，这是市场条件所致，而不是史考特可以改变的。请注意交易布告栏和粉单股票具有极高的内在风险。

#### **V-E. 首次公开发行股票(IPO)政策**

当新发行证券在二级市场(在其挂牌交易所的第一笔交易后)开始交易后便可以在网上下单交易。下单前账户中必须要有结清的资金。如果使用融资交易，请注意IPO的价格浮动较高所以至少在30天内保证金维持要求为50%。针对集中型账户所要求的保证金维持率仍然适用(参见本合约的IV-C章节)。

#### **V-F. 期权库存限制**

任何在史考特维持的账户所持有的与某个股票或者指数相关的期权库存不可超过5000个合约；这适用于单独或与他人共有的账户。此库存限制会不提前通知就加以更改。更多相关和其它政策可在史考特网站[www.scottrade.com](http://www.scottrade.com)上的史考特期权合约中获取。

#### **V-G. 共同基金投资；共同基金临界点折扣公开声明；无交易费(NTF)共同基金计划**

共同基金投资。您可以通过史考特投资多种多样的共同基金。史考特提供数据及服务不能被认为是诱导您买进或卖出某个基金。基金的购买会受到投资最低限额的限制，所有的交易将受到我们或基金公司是否接受的限制。如您在史考特输入基金交易，您则认可您已收到、阅读并明白描述相关投资风险的基金公开说明书。

共同基金临界点折扣公开声明。在投资共同基金前，重要的是要了解对您收取的销售费、开支和管理费用以及您应得的临界点折扣。理解这些收费和临界点折扣将有助于您识别最符合您需要的最佳投资并帮您减少您的投资成本。史考特的共同基金临界点折扣公开声明可在史考特网站[www.scottrade.com](http://www.scottrade.com)获取。公开声明提供了有关这些费用收取的一些背景资料，然而，每一种共同基金的销售费、开支、管理费用以及临界点折扣都会有所不同。一经开设账户，您承认您已收到并阅读了史考特共同基金临界点折扣公开声明。其它有关共同基金临界点折扣的信息可从FINRA网站[www.finra.org](http://www.finra.org)获取。

无交易费共同基金计划。史考特的无交易费共同基金计划(NTF计划)允许您通过史考特在网上投资无销售费(No-Load)基金，而无需支付销售费用或交易费用。通过史考特经纪人购买的无交易费基金仍会按照我们的佣金及费用明细表中制定的经纪人协助下单的费用收取。我们可能由于提供基金营销服务，直接从参与计划的基金公司或者第三方收取一定的报酬。这类报酬包含在基金的总体开销比率中并体现在基金的业绩数据中。详情请参阅基金的公开说明书。您承认我们可能会不提前通知就更改或终止NTF计划。如您通过我们进行共同基金的交易，您认可您已收到并阅读描述相关投资风险的基金公开说明书。不在NTF共同基金计划范围内的无销售费基金(No-load)仍应遵循我们佣金及费用明细表中制定的交易费。

#### **V-H. 无价值或非转移证券**

史考特保留权利从您账户中去除被认为是无价值或者被取消或无效的任何证券。在决定此证券无价值或者被取消或无效时，您同意史考特是根据来自第三方的信息所作的决定，史考特不对就此证券信息的准确性和可靠性负责。如果从您的账户中去除无价值、被取消或者无效的证券，史考特将通知您。除非您在收到去除通知的60日历史内向史考特提供证据证明证券的有效性，您同意您免除今后证券的任何分配索赔权并同意不追究并免除史考特遭受由于去除此证券而造成的任何索赔、责任或损害。如果您在收到去除通知的60个日历天内提供来自第三方的证据证明证券的有效性，史考特将会恢复您的库存。

## Section VI: Client Information and Communication

### VI-A. Privacy Statement; Security and Confidentiality

**Privacy Statement.** By opening your Account, you acknowledge you have received, read and agree to the Scottrade Privacy Statement, which can be found online at [www.scottrade.com](http://www.scottrade.com) and describes how we collect and protect your personal information in the course of providing you with financial services.

**Security and Confidentiality.** You agree that you are the exclusive owner and solely responsible, jointly and severally, if applicable, for the confidentiality and protection of the user ID and password that allows you to access our electronic trading systems. You further agree that you will be fully responsible for all acts and non-acts by you and anyone who you authorize to act on your behalf, including all brokerage transactions, banking transactions and any other transactions that result from the use of your user ID, Account number and/or password. You agree to indemnify and hold Scottrade, its affiliates and their respective officers, directors, employees, agents and affiliates harmless if any other person utilizing your user ID, Account number, password or any other confidential information provides instructions to us that may be contrary to your instructions or unauthorized by you. You agree to immediately notify Scottrade via email or in writing of any loss, theft or unauthorized use of your user ID, Account number, password, or any other confidential information. You agree not to hold Scottrade liable for any damages of any kind resulting from your decision to disclose your user ID, password, account number and/or account information to any third party that aggregates account information or website content.

### VI-B. Notices; Email and Electronic Communications; Consent to Electronic Delivery

**Notices To You:** Scottrade will send all notices and other communications relating to your Account to the email address or, where applicable, the home or mailing address that you either specified on your Brokerage Account Application, or subsequently updated online or via physical form. Scottrade may also post notices and other communications to a server that you may view when you log in to your Account. Scottrade is not responsible for notification problems that may arise from time zone differences or Internet connectivity. Any communication we send to your electronic, home or mailing address is considered delivered to you personally, whether you receive it or not. You agree to inform us promptly of any changes in your electronic, home or mailing address.

**To Us:** All notices communications to Scottrade shall be in writing and mailed to: Scottrade, Inc., 700 Maryville Centre Drive, St. Louis, MO 63141-5814.

**Electronic Communications.** All email sent to and from us is subject to monitoring, review by, or disclosure to someone other than the intended recipient. You acknowledge that there may be delays in email being received by the intended recipient. You agree to hold us harmless for any delay in email delivery regardless of whether the delay was caused by us or a third party. Email sent to or from a Scottrade address may be retained by our corporate email system. You agree not to use email to transmit orders to purchase or sell a security or to request the transmittal of funds or assets, and further agree that Scottrade is not liable for any actions taken or not taken as a result of any email message you send to us. Electronic communications with Scottrade via our website, wireless device or touchtone service are also subject to monitoring, review by, or disclosure to someone other than the recipient and such communications may be retained by Scottrade.

**Consent to Electronic Delivery - Account Information and Records.** Online accounts typically receive account information and records electronically. This includes trade confirmations, account statements, proxies, shareholder information, and other documents, both regulatory and non-regulatory, also including documents or records which we are legally obligated to provide. Your consent to receive electronic disclosures, communications and documents includes, but is not limited to any notice, record or other type of information that is provided to you in connection with your Accounts, Account-related services or your Account Agreement, such as this Consent, fee and transaction information, notices, account statements, tax information, and other account-related information. This Consent to Electronic Delivery applies to statements of reportable information relating to potentially taxable events, including Forms 1098, 5498 and 1099 ("Tax Statements"). Per IRS regulations, Form 1042S is not eligible for electronic delivery. By consenting, you are agreeing to the electronic delivery of Tax Statements and the suppression of mailed paper copies. If you do not consent, paper copies of Tax Statements can be mailed to you. You can access your Tax Statements through our secure website, which will retain copies of these documents for a minimum of one year. We will attempt to notify you by email when a new Tax Statement is available for your account. If this email is returned as undeliverable and we do not receive your updated and verified email address within 30 days, or otherwise cannot reach you at the email address provided, we may discontinue electronic delivery and mail paper Tax Statements.

Once you have consented to receive electronic delivery, documents will be provided to you when we post the information on servers accessible to you on a password-protected portion of our website or that of a trusted third party. We will provide you with online notification or send you an email regarding the availability of the documents on our website. You agree to check your Account on our website regularly, as you may not have any other means of knowing that a communication has been delivered to you. Some documents, such as trade confirmations and account statements, are archived online to access at your convenience. There is no charge from us for electronic delivery, but online access and usage charges by your Internet service or access provider may apply. Documents and information will be made available in HTML or PDF format and may be printed and/or saved. You acknowledge that you can access, view and retain documents presented in HTML or PDF format, and hereby confirm your consent to receipt of information electronically, in a manner that reasonably demonstrates your ability to access, view and retain information in the form which Scottrade uses to provide it, and your intent to further demonstrate your consent in an electronic format immediately. You acknowledge that Scottrade Alerts and Messages contain important information affecting your Account and you are responsible for reading these Alerts and Messages and also the other messages, notices, disclosures and other communications on our website.

By consenting to electronic delivery, you are agreeing to suppress the mailing of paper documents. Your consent to electronic delivery is immediate (although it may take one to two business days for us to process your request) and will remain in effect unless revoked by Scottrade or by you. You may revoke your consent to electronic delivery at any time by visiting the relevant part of our website or by notifying us in writing.

This revocation from you is only effective after we receive and process it. If you wish to receive paper documents through the U.S. mail, you understand that you may be charged fees for delivery of these paper documents. If we are unable to notify you electronically, you understand that we may, in our sole and absolute discretion, discontinue electronic delivery and send you account documents in paper form. These physical documents will be mailed to the home or mailing address provided by you.

## 第VI章：客户信息和通讯

### VI-A. 隐私条例；安全和保密

**隐私条例。**一旦开设账户，您承认您已经收到、阅读并同意史考特隐私条例，此条例可在史考特网站 [www.scottrade.com](http://www.scottrade.com) 获取并描述了我们在为您提供金融服务的过程中如何收集您的个人信息。

**安全及保密。**您同意您是账户唯一的持有人，您独自、共同或分别(如适用)有责任保密及保护允许您上网使用我们交易系统的用户名及密码。您还同意您将对您或者您授权的任何人由于使用您的用户名、账户号码和/或密码所发生的包括经纪交易、银行交易以及其它交易在内的所有行为、不行动和其它任何活动负责。如果任何其他人士使用您的用户名、账户号码或密码等任何保密数据而给我们与您的意图相反的或未经您授权指示，您同意不追究史考特、其附属机构以及各自的执行官、董事、雇员、代理人及附属人员的责任。您将立即用电子邮件的方式或书面通知我们任何丢失、偷窃或非授权使用您的用户名、账户号码、密码或其它保密资料。您同意不追究史考特因您决定向收集账户资料或网站内容的任何第三方披露您的用户号码、密码、账户号码和/或账户资料所造成的任何形式的损害。

### VI-B. 通知；电子邮件和电子通讯；电子递送许可

**对您的通知。**与您账户有关的所有通知和通讯，史考特会发送到您的电子邮箱地址，或在适用情况下，发送到您在经纪账户申请表上填写或通过网上或者书面表格更新的住址或邮件地址。史考特也可能会在服务器上发布通知和其它通讯，您可以在登入账户后查看。史考特不会对由于时差或网上连接引起的通知问题负责。无论您收到与否，任何发送到您的电子邮件地址、居住或者邮件地址的通讯都是投递给您本人的。如果您的电子邮件地址、居住或邮件地址有所更改，您同意要及时通知我们。

**通知我们：**所有针对史考特的通知应以书面的形式邮寄到：700 Maryville Centre Drive, St. Louis, MO, 63141-5814。

**电子通讯。**所有我们发出或收到的电子邮件会透露给接收人以外的人监视、审阅。您了解收件人或许会延迟收到电子邮件。您同意无论延迟是由我们还是第三方造成，您都不会让我们受到损害。所有史考特发送和接收的电子邮件有可能被我们公司的电子邮件系统收存。您同意不用电子邮件传送买卖证券的订单或者要求发送资金或资产的指示，您还同意不追究史考特就您发给我们的电子邮件而采取或没有采取的行动所造成损失的责任。通过我们网站、无线通信或电话通服务与史考特的通讯记录会由史考特收存并会透露给非接收人以外的人监视、审阅。

**电子递送许可 - 账户数据和记录。**网上账户主要以电子递送的形式收取账户资料 and 记录。其中包括交易确认、账户月结单、委托书、股东数据以及其它管制和非管制文件，还包括我们有法律义务需要提供的文件和记录。您收取电子声明、通讯和文件包括，但不局限于关于您账户、账户服务或账户协议的信息，例如如此许可，费用和交易信息、通知、账户月结单、税务信息和其它账户相关信息。此电子递送许可适用于潜在税务事件申报信息的税单，包括1098, 5498和1099表格(简称“税单”)。根据国税局法规，1042S表格不符合电子递送的要求。您如果许可，您同意电子递送税单并停止给您邮寄纸质税单。如果您不许可，纸质的税单可以邮寄给您。您可以通过我们安全网站连接您至少可以保存一年的税单。当您账户有新的税单时，我们将会试图通过电子邮件通知您。如果此电邮由于无法递送而被退回、我们在30天内没有收到您更新并确认的电子邮件地址，或者我们无法以提供的电子邮件地址联系您，我们可能会中止电子递送并邮寄纸质税单。

一旦您许可电子递送，当电子递送的数据在我们的服务器、有密码保护的网站区域或值得信赖的第三方网上公布时，您则可以获取到这些文件。我们将为您提供网上通知或发送电子邮件来告知文件是否在网上可以获取。您同意定期上网查看您的账户，因为您可能没有其它的方式知道已有递送的讯息给您。有些文件，如交易确认和账户月结单在网上有存档便于您获取。我们的电子递送服务不收取任何费用，但为您提供上网服务的提供者也许会收取上网使用的费用。文件和资料会以HTML或PDF的格式提供并可以打印和/或保存。您确认您能够连接、查看和保存HTML或PDF格式的文件，并在此确认您收取电子信息的许可足以表明您能够以连接、查看和保存史考特所用形式提供的信息，并且还表明您立即收取电子形式的信息。您承认史考特警示和信息中心有影响您账户的重要资料，您有责任阅读在警示和信息中心的消息、通知、公开声明及其它我们网站上的通讯讯息。

通过认可电子递送方式收取文件，您同意取消邮寄纸质文件。您许可电子递送方式马上生效(尽管可能会需要1-2天处理您的要求)并将会持续有效直到史考特或者您取消这种递送方式。您可以随时在我们相关的网页或者书面通知我们取消电子递送。

取消电子递送只能在我们收到并处理了您的取消要求后才能生效。如果您希望以美国邮政的形式收取纸质文件，您明白您可能要支付递送纸质文件的费用。如果我们无法以电子方式通知您，您明白我们可能会独自决定停止电子递送并将账户文件用纸质的方式递送给您。这些纸质文件将会被邮寄到您提供的居住或者邮件地址。



**Hardware and Software Requirements.** You represent and affirm that you are able to access the Internet and operate (i) an Internet browser application to allow you to view online content; (ii) an electronic document read application such as Adobe Acrobat Reader or equivalent, which can be downloaded free of charge at [www.adobe.com](http://www.adobe.com); and the ability to receive HTML files; (iii) a computer with sufficient space to store electronic information related to your account, or a printer to create paper copies of these documents for retention; (iv) a valid email account with an Internet service provider and email software; (v) a personal computer with sufficient storage capacity on its hard drive or other data storage unit; (vi) an operating system and telecommunications connections to the Internet capable of receiving, accessing, displaying, and either printing or storing electronic records.

This Consent will remain in effect until revoked or modified by Scottrade, or revoked by you. In its sole and absolute discretion, Scottrade may discontinue electronic delivery and mail paper account records and Tax Statements. You may withdraw consent at any time via the My Account tab in your online Account, or by submitting a written request to your local branch office or independent investment advisor (if your Account is a SAS Account). Scottrade may take up to five business days to process your request. Once consent is withdrawn, paper delivery will only apply to account records and Tax Statements issued after your request is processed. To receive paper copies of account records and Tax Statements without withdrawing from electronic delivery, contact your local branch office or independent investment advisor (if your Account is a SAS Account); a nominal processing charge may apply. You can update your email address at any time from the My Account tab of your online account.

The foregoing electronic delivery Disclosure and Consent ("Consent") applies to all disclosures, communications and documents relating to those products, services and accounts ("Account(s)") offered by Scottrade, and supplements all other agreements you have with us.

You understand that Scottrade is an online broker-dealer firm. By acknowledging receipt of this disclosure through Scottrade, you are agreeing and consenting that our normal communication method will include providing disclosures, communications and documents to you in electronic form.

The words "we," "us," and "our" refer to Scottrade, and the words "you" and "your" mean you, the individual(s) or entity identified as the owners on the Account(s). "Disclosures, communications and documents" mean any account agreements, rate and fee schedules, monthly billing or account statements, tax statements, disclosures, notices, responses to claims, transaction history, privacy statements and all other information related to the Account(s), including but not limited to information or disclosures that are legally required to be provided to you.

**Withdrawing Your Consent.** You can withdraw your consent to receive electronic disclosures, communications and documents by calling us toll-free at 800.619.7283. However, because we are an online business, our systems are designed to accommodate electronic delivery of disclosures, communications and documents. Revocation of consent for such Account(s) may result in Account termination and you may not be able to access your Account(s). If you withdraw your consent, it will become effective only after a reasonable period of time has passed to allow us to process such requests.

**Your Responsibilities.** It is your responsibility to provide us with accurate and complete email address, contact, and other information related to your Account(s), and to maintain and update promptly any changes in this information. You can update information (such as your email address) by logging in to your Account through [www.scottrade.com](http://www.scottrade.com).

**How to Obtain Paper Copies.** Should the need for a paper copy of a document arise, you may request that we mail you a paper copy of any disclosure, communication or document by calling us toll free at 800.619.7283. We may charge you a reasonable fee for paper copies you receive. We recommend that you print and keep for your files each electronic disclosure, communication and document we provide.

By acknowledging this disclosure, you are affirmatively representing and reasonably demonstrating that you can access information in electronic format in the same manner which Scottrade uses to provide you with this information, and confirming that: (1) your system meets the requirements set forth above; (2) you agree to receive disclosures, communications and documents electronically; and (3) you are able to access and print or store information presented at our website, and represent your intent to do so immediately. If there are any inconsistencies between this Consent and such other agreements, the terms of this Consent shall control as applied to your consent to receive electronic disclosures, communications and documents. You further agree that Scottrade may rely on the representations you have confirmed and acknowledged regarding your consent to electronic delivery of information.

#### **VI-C. Consent to Monitoring and Recording**

We may, in our sole and absolute discretion, monitor or record telephone conversations with you, and you consent to such monitoring or recording. We are not required to record all telephone conversations and do not guarantee that recordings of any particular telephone conversation will be retained or are capable of being retrieved. You acknowledge that we do not accept orders left on voicemail and you agree not to leave any such instructions for us.

#### **VI-D. Communication Between Companies and Shareholders**

As required by SEC rules, we will release your name, address and security positions to requesting companies in which you own shares that are held in your Account, unless we receive a written notice from you that you object to us providing this information.

#### **VI-E. Cost Basis Disclosure**

Scottrade is required to supply the Internal Revenue Service ("IRS") an annual statement containing the adjusted cost basis for any covered security sold in an account. When determining cost basis, Scottrade's default method of tax lot selection is First In, First Out ("FIFO"). To change your default method, you must select a different method of accessing your Account online or by contacting your local Scottrade team or independent investment advisor (if your Account is a SAS Account). All cost basis identification methods, including specific lot selection, must be made prior to the settlement date of your transaction. Due to variances between Scottrade's cost basis reporting requirements and the Internal Revenue Code, the adjusted basis reported by Scottrade may not agree with your actual adjusted basis. The provision of adjusted cost basis to the IRS does not constitute legal or tax advice. We suggest that you contact your tax advisor about your specific reporting requirements. Scottrade shall have no liability for any damages you incur as a result of: (i) Scottrade providing the required annual statement to the IRS, or (ii) any differences in the basis reported by Scottrade and your actual adjusted cost basis.

**硬件和软件要求。** 您表示并确认您能够连接互联网并操作(i) 一网络浏览器来使您查看网上内容; (ii) 一电子文档阅读程序例如 Adobe Acrobat 阅读器或同类软件, 此软件可在 [www.adobe.com](http://www.adobe.com) 网站免费下载; 以及可以收取 HTML 文件; (iii) 一台有足够空间来储存您账户信息的电脑, 或打印纸质影本保留的打印机; (iv) 拥有网络服务供应商提供有效的电子邮件账户或电子邮件软件; (v) 有足够储存硬盘的个人电脑或其他数据储蓄设备; (vi) 和能够收取、连接、显示和打印或储存电子记录的运作系统和网络通讯连接功能。

电子递送一经许可将会持续有效直到史考特取消或修改, 或者由您取消。史考特可能会自行决定终止电子递送并邮寄纸质账户记录和税单。您可以随时在您网上账户中**我的账户**标签下撤销电子递送许可, 或者向您的当地分行或独立投资顾问(若为 SAS 账户)提交书面撤销要求。史考特最多需要五天来处理您的要求。许可一经撤销, 只有在要求被处理且生效后的账户记录和税单会以纸质邮寄方式递送。若在不撤销电子递送许可的情况下需要纸质文件, 请联系您当地的分行或者独立投资顾问(若为 SAS 账户); 您可能会需要支付小额的处理费用。您可以在任何时候从您网上账户的**我的账户**标签下更新您的电子邮件地址。

前述的电子递送声明和许可(简称"许可")适用于所有史考特提供的产品、服务和账户相关的声明、通讯和文件, 并补充您与我们之间达成的其他协议。

您明白史考特是一家网络券商。经承认通过史考特收取此声明, 您同意并许可我们正常的通讯方式将包括给您以电子方式提供声明、通讯和文件。

词语"我们"、"于我们"和"我们的"是指史考特, 词语"您"和"您的"是指您、拥有账户的个人或实体。"声明、通讯和文件"是指任何账户协议、利率和费用明细、月结或账户对账单、税单、声明、通知、索赔回复、交易记录、隐私声明以及其他账户相关文件, 包括但不限于法律要求提供给您的信息和声明。

**撤销许可。** 您可以通过拨打免费电话 800.619.7282 , 866.246.1788(中文服务)来撤销您收取电子声明、通讯和文件的许可。然而, 因为我们是网络公司, 我们的系统是给电子递送声明、通讯和文件而设计的。此类账户的撤销许可可能造成账户关闭以及您无法连接您的账户。如果您撤销您的许可, 只有在给我们合理的时间处理了您这样的要求后才能生效。

**您的责任。** 您有责任给我们提供准确和完整的电子邮件地址, 联系资料和其它您账户相关的信息, 并维护及时通知任何信息的更改。您可以去[www.scottrade.com](http://www.scottrade.com) 登入账户更改信息(如您的电子邮件地址)。

**如何获取纸质影本。** 如果需要文件的纸质影本, 您可以致电 800.619.7283, 866.246.1788(中文)要求我们给您邮寄任何声明、通讯和文件的纸质影本。我们可能会对您要求的纸质影本收取合理的费用。我们建议您打印并保存我们提供的每个声明、通讯和文件。

通过认可此声明, 您明确表示并充分显示您能够连接史考特使用电子格式所提供的信息, 并确认(1)您的系统符合上述要求; (2)您同意以电子形式收取声明、通讯和文件; (3)您能够连接并打印或储存在网站展示的信息, 并表示您可马上这样做。如果在此许可和其它协议之间有任何分歧, 此许可的条款应优先适用于您收取电子声明、通讯和文件。您还进一步同意史考特可能会依赖您所表现的就电子递送信息的确认和认可。

#### **VI-C. 监视及录音许可**

您明白我们会自行监视或录音与您的电话谈话, 您应允此类的监视及录音。我们不需要记录所有的电话录音且不能保障任何电话录音的保存或收取。您确定我们不接受在电话留言中的下单指示, 您同意不在留言机留任何让我们下单交易的指示。

#### **VI-D. 公司与股东之间的通讯**

基于美国证监会(SEC)的规则, 在您账户中持有股份公司的要求下, 我们将会向对方透露您的姓名、地址或者证券库存等讯息, 除非您书面提出通知反对我们提供此类讯息。

#### **VI-E. 成本基础公开说明**

史考特需要向国税局(IRS)提供在一账户中针对任何"受影响(covered)"证券销售的调整成本基础的年度报告。在决定成本基础时, 史考特的默认税务批号(tax lot)选择是先进先出(FIFO)。如果您想要改变默认方式, 您必须要在网上进入账户或者联系您当地的分行或者独立的投资顾问(若为 SAS 账户)选择不同的方式。所有成本基础辨认方式, 包括特定的批号选择, 必须要在您交易的交割日之前进行。由于史考特的成本基础报告要求和国税局规则之间存在的差异, 史考特报告的调整成本基础也可能与您实际的调整成本基础不一致。向国税局(IRS)提供调整成本基础并意味着是提供法律或者税务建议。就您个人的报告要求, 我们建议您联系您的税务顾问。史考特不对以下产生的任何损害负责: (i) 史考特向国税局(IRS)提供所要求的年度报告, 或(ii) 史考特报告的成本基础与您实际调整成本基础之间的差异。

## VI-F. Large Trader Reporting

To comply with the SEC's Large Trader ID rule 13h-1, traders who meet the SEC's definition of a Large Trader must obtain a Large Trader Identification ("LTID") number and report it to all broker/dealers with whom they place trades for National Market System securities. You agree to provide Scottrade with the LTID number assigned to you by the SEC, along with the accounts to which this LTID may apply, and to update Scottrade should your LTID status change or your LTID need to be added to or removed from any account. You understand that Scottrade may disclose your trading activity to regulatory agencies to comply with lawful requests or assign your LTID to any accounts over which we determine, in our sole discretion, you exercise authority.

## VI-G. Fixed Income Elections

Per IRS regulations, Scottrade is required to report cost basis on select debt instruments purchased on or after January 1, 2013. Scottrade will report this information in accordance with the default methods prescribed by the IRS unless instructed otherwise by the client. To change from the default reporting methods prescribed by the IRS the client must complete the Fixed Income Elections form found at [www.scottrade.com](http://www.scottrade.com) in the Forms Center.

## Section VII: Default and Remedies

### VII-A. Complaints

You may direct complaints to your local Scottrade team, Scottrade's National Service Center at [support@scottrade.com](mailto:support@scottrade.com), or by calling 1-800-619-SAVE. Written complaints may be sent to Scottrade, Inc., Attn: Investigation & Resolution, P.O. Box 31759, St. Louis, MO 63131.

### VII-B. Arbitration Disclosures; Agreement to Arbitrate Controversies; Class Actions

**Arbitration Disclosures.** This Agreement contains a predispute arbitration clause. By signing this Agreement, the parties agree as follows:

1. All parties to this Agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.
2. Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
3. The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
4. 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.
5. The panel of arbitrators may include a minority of arbitrators who were or are affiliated with the securities industry.
6. 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.
7. The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this Agreement.

**Agreement to Arbitrate Controversies.** You agree that any controversy, dispute, claim or grievance between us, any of our affiliates, or our or their shareholders, officers, directors, employees, associates or agents, and you or, if applicable, your shareholders, officers, directors, employees, associates or agents, arising out of, or relating to, this Agreement, or any service provided by us, including transactions of any kind made on your behalf through us, shall be resolved by Financial Industry Regulatory Authority (FINRA) arbitration, in accordance with FINRA's Code of Arbitration Procedure.

If you are not a resident of the U.S. at the time a controversy subject to arbitration arises, you agree that any arbitration hearing shall be held in St. Louis, Missouri; you consent to the personal jurisdiction of all courts located in the State of Missouri for purposes of enforcing this arbitration agreement and any arbitration award; and you agree that any arbitration proceeding shall be conducted in the English language. If any party unsuccessfully resists confirmation or enforcement of an arbitration award rendered under this agreement, then all costs, attorneys' fees, and expenses incurred by the other party or parties in confirming or enforcing the award shall be fully assessed against and paid by the party resisting confirmation or enforcement of the award.

**Class Actions.** No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute 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: (i) the class certification is denied; or (ii) the class is decertified; or (iii) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this Agreement except to the extent stated herein.

### VII-C. Security for Indebtedness; Right of Setoff

**Security for Indebtedness.** All securities, options, credit balances, Bank Deposit Program balances, assets and other property, which we or our affiliates may maintain in or for your Account or other accounts held with our affiliates or otherwise, whether individually or jointly held with others, whether now owned or hereafter acquired, and any proceeds or distributions therefore (collectively, "Collateral"), shall be subject, to the extent allowed by applicable law, to a lien in our favor for the discharge of all Obligations (as defined in section VII-D). You hereby grant us a continuing, perfected, first-priority security interest and right of setoff in all Collateral. Subject to the provisions of any applicable statute, rule or regulation, we may hold Collateral as security for the payment of any Obligations, and we shall have the right to transfer such Collateral from your Account from or to any other Account or other account held with our affiliates, in which you have an interest, when in our judgment such transfer may be necessary for our protection. In enforcing the lien, we shall have the right to sell, assign and deliver all or any part of the Collateral in any of your Accounts or other account held with our affiliates, to satisfy your Obligations, or when we otherwise deem it necessary for our protection. You may not pledge the Collateral to secure any other debt. Nothing herein shall be deemed to grant a lien, security interest or other interest in any account(s) or assets held in any account(s) that gives rise to a non-exempt prohibited transaction under Section 4975(c)(1)(B) of the Internal Revenue Code of 1986, as amended.

## VI-F. 大户交易者报告规定

为了遵守美国证监会(SEC)大户交易者(Large Trader)身份辨认规则,凡是符合SEC“大户交易者”定义的交易者必须向SEC获取一个大户交易者辨认号码(LTID)并将其报告给他们做全国市场系统(NMS)证券的所有券商。您同意向史考特提供由SEC颁发给您的LTID号码,以及此LTID所适用的账户,如果您的LTID状况有所改变或您的任何账户需要添加或删除LTID号码,您要通知史考特加以更新。您明白史考特可能为了满足合法要求,向管制机构透露您的交易活动或者我们自行决定将您的LTID指定给您被授权交易的任何账户。

## VI-G. 固定收益选择

根据美国国税局(IRS)法则,史考特需要申报在2013年1月1日或之后购买的债务产品的成本基础。史考特将会按照IRS规定的默认方式报告这一信息,除非客户给我们不同的指示。如要改变IRS规定的默认报告方式,客户必须完成在史考特网站表格中心的固定收益选择表格(Fixed Income Election Form)。

## 第七章: 违约以及补偿

### VII-A. 投诉

您可以向史考特分行投诉,也可以发送电子邮件至 [support@scottrade.com](mailto:support@scottrade.com)(中文电邮地址: [chinese@scottrade.com](mailto:chinese@scottrade.com))或拨打1-800-619-SAVE(华语1-866-246-1788)向全美客服中心投诉。书面投诉请寄到 Scottrade, Inc., Attn: Investigation & Resolution, P.O. Box 31759, St. Louis, MO 63131。

### VII-B. 仲裁公开声明; 仲裁解决纠纷合约; 集体诉讼

**仲裁公开声明。**此合约含有纠纷前仲裁条款。如签署此合约,各方同意如下:

1. 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,仲裁会裁决所提供的索赔申权利例外。
2. 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。
3. 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。
4. 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。
5. 仲裁团内通常包括少数以前或目前与证券行业有关的仲裁员。
6. 有些仲裁团的法则可能会施加索赔提交仲裁的时间限制。在某些情况下,不符合仲裁的索赔可以提交法庭。
7. 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。

**仲裁解决纠纷协议。**您同意我们之间,一方是我们的附属公司或我们或他们的股东、执行官、董事会成员、雇员、同僚、代理,另一方是您或者在适用情况下,您的股东、执行官、董事会成员、雇员、同僚、代理由此协议产生或与此协议相关的,或者任何由我们提供的服务造成的争议、纠纷、索赔或不满,包括通过我们以您的名义进行的任何交易,应当按照金融行业管理局(FINRA)的规定通过仲裁解决。如果在需要仲裁解决的纠纷发生时,您不是美国居民,您同意任何仲裁听证将在美国密苏里州的圣路易斯举行,您同意由所有在密苏里州的法庭的个人管辖权来执行这个仲裁协议或任何仲裁决议;您还同意所有仲裁程序将以英语进行。如果任何一方不能成功地抵制在此协议下提出的仲裁决议的确认和执行,那么所有由另一方在确认或执行此决议时所产生的开支、律师费用花费将全部向抵制决议的确认或执行一方征收并由其支付。

**集体诉讼。**任何人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:(i)法院拒绝受理该集体诉讼或(ii)该集体诉讼的法院受理被取消或(iii)法院已将客户排除在该集体诉讼之外。除于此声明的范围外,放弃以仲裁方式解决合约纠纷的行为并不意味放弃本合约内的任何权利。

### VII-C. 债务保障; 债务抵消权

**债务保障。**所有我们或者我们的附属机构在您账户或其它我们附属机构保管的证券、期权、余额、银行存款计划余额、资产和其它财产,无论是个人所有还是与他人共有的,无论是现在拥有或将来获得的,及任何收入或支出(总称“抵押品”),都将会在法律所允许的范围内,应被作为抵押来偿还所有对我们债务。您在此授予我们在抵消债务时连续的、完善的、最优先的利益和权利。由于受某些相关法规、法则或条例的限制,我们在保护自己的利益时,会自行扣留抵押品作为偿还债务的保证,我们应有权利将此抵押品从您的账户转出或转入任何其它我们在附属机构开设的、您拥有权益的账户。为了施行留置权,或在我们认为有必要保护我们利益的时候,我们有权出卖、转让及递送您任何一个账户或您在我们附属机构所开设账户中的任何抵押品来偿还您的债务。您不可以用此抵押品来偿还其它债务。如果任何账户或资产根据国税局1986法则修订案4975(c)(1)(B)章节属非豁免、禁止的交易,这样的任何举动都不应被认为是账户或资产中授予抵押权、利益保障或其它利益。

If we believe there is inadequate security for your Obligations, or upon any event which in our opinion jeopardizes your Account or other account held with our affiliates, we shall have the right to: (i) cancel any outstanding orders for the purchase or sale of securities, options, assets or other property; (ii) buy-in any securities, options, assets or other property of which your Account may be short; (iii) require you to deposit additional Collateral in accordance with the rules and regulations of the Board of Governors of the Federal Reserve System, or any securities regulatory or self-regulatory body to whose jurisdiction we are subject; or (iv) close or cancel any type of transaction in your Account. We may also, but shall have no obligation to, require you to deposit such additional Collateral as we, in our sole and absolute discretion, determine is necessary as security for your Obligations. We shall have all rights and remedies available to a secured party under any applicable law in addition to the rights and remedies provided herein. Subject to the provisions of any applicable statute, rule or regulation, we may take any or all of the foregoing actions at any time without prior notice, tender, demand or call, all of which you expressly waive, and regardless of any prior notice or demand by us. You hereby appoint us as your true and lawful agent and attorney-in-fact, with full power to act in your name and on your behalf, with respect to the execution of all instruments and the taking of all action necessary or desirable to effectuate the rights and remedies provided in this Agreement and by applicable law.

**Right of Setoff.** We may (without prior notice and when permitted by law) set off the funds in any and all accounts with us and/or with our affiliates against any due and payable debt you owe us now or in the future, by any of you having the right of withdrawal, to the extent of such persons' or legal entity's right to withdraw. This right of setoff does not apply to this Account if prohibited by law. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

#### VII-D. Payment of Obligations Upon Demand; Events of Default; Remedies

**Payment of Obligations Upon Demand.** You will be liable to Scottrade for the payment for all trades, debit balances, margin calls or other obligation owing in your Account or your accounts with our affiliates ("Obligations"). You agree that all orders for the purchase or sale of securities for your Account shall be processed and/or executed with the understanding that an actual purchase or sale is intended, and it is your intention and obligation in every case to pay for any purchase or deliver certificates to cover all sales on or before settlement date, whether or not you are in receipt of a trade confirmation. You agree to pay any debit balance (i.e. an Account balance owed to Scottrade) and to satisfy any indebtedness to Scottrade in your Account on demand. Payments (cash, traveler's checks and third-party checks are generally not accepted) or securities submitted to your local Scottrade team or independent investment advisor (if your Account is a SAS Account) need to be made before settlement of allow for transit to our headquarters. You agree that any security sold will be in good deliverable form (properly endorsed, proper denominations, adjusted for all company reorganizations and free of any encumbrances). Debit balances in any Account or your accounts with our affiliates may be charged interest in accordance with our then-current interest rate schedule for debit balances.

**Events of Default.** The following shall constitute an "Event of Default":

- You fail to make payment as and when required pursuant to this Agreement.
- You fail to provide margin or to perform any other Obligations as and when we require.
- Any representation or warranty made by you shall have been incorrect or untrue in any material respect when made or repeated, or deemed to have been made or repeated.
- You state that you will not perform any of the Obligations under this Agreement.
- You default in the performance of any Obligation to us under any agreement now or hereafter entered into.
- You default in the payment of any indebtedness to us or any of our affiliates for borrowed money, or any guaranty of such indebtedness, upon the maturity (including any accelerated maturity) thereof.
- You apply for, consent to or are the subject of an application or petition for the appointment of, or the taking of possession by, a receiver, custodian, trustee, liquidator or similar person or all or a substantial part of your property; admit in writing your inability or become unable to pay your debts generally as such debts become due; make a general assignment for the benefit of creditors; file or are the subject of the filing or entry of a petition or order for relief under Title 11 of the U.S. Code or any similar law or any jurisdiction regarding reorganization, liquidation, dissolution, insolvency or relief of debtors; or apply for a protective decree under the Securities Investor Protection Act of 1970.
- We believe that we may be unable to apply without delay property that we are holding or expect to receive from you against any Obligation to us under this Agreement or in connection with any transactions executed by us on your behalf.

**Remedies.** Upon the occurrence of any Event of Default, we may, in our sole and absolute discretion and without notice to you: (i) cancel or otherwise liquidate your Account or your accounts with our affiliates or any position or transaction therein; (ii) set off any Obligation owed by us to you against any Obligation or Collateral of yours; (iii) satisfy any Obligation of yours to us from any Collateral; (iv) sell any securities, instruments or other property in your Account or your accounts with our affiliates; and (v) purchase any securities, instruments or other property in which you have a short position. All transactions pursuant to this Section may, in each case and in our sole and absolute discretion, be effected in public or private purchases or sales in which we may be the purchaser or seller as we may deem appropriate, and at such prices as we may deem satisfactory. You are not entitled to any advance notice to any such remedies by us. In our sole and absolute discretion, we may (but are not required to) attempt to notify you or to provide a grace or notice period before we exercise such remedies. Any such grace or notice period may be shortened or eliminated by us without further notice to you, if we believe it is appropriate to do so for our protection.

### Section VIII: Regulatory and Other Disclosures

#### VIII-A. SIPC and Other Insurance Coverage

You understand that we are members of the Securities Investor Protection Corporation ("SIPC") and that SIPC currently protects the assets in your Account up to \$500,000, with a limit of \$250,000 for cash balances being held for purposes of investment. Cash balances not held for investment purposes (e.g. the sole purpose is to collect interest) may not be covered by SIPC. You acknowledge that these SIPC protections do not cover fluctuations in the market value of your securities. A brochure with the details of SIPC's protections is available at [www.sipc.org](http://www.sipc.org) or by calling (202) 371-8300.

#### VIII-B. FINRA Public Disclosure Program

As a member of FINRA, Scottrade is required to disclose the availability of BrokerCheck, an online tool that provides information on FINRA-registered firms. To access BrokerCheck or download a brochure, go to [www.finra.org/brokercheck](http://www.finra.org/brokercheck). You can also call the BrokerCheck Hotline at (800) 289-9999.

如果我们相信您账户的证券不够偿还您的债务或我们认为会对您的账户或其它在我们附属机构开设的账户造成危害的情形下, 我们有权: (i)取消现有证券、期权、资产或其它财产或其它财产的买卖订单; (ii)买入补回您在账户卖空的证券、期权、资产或其它财产; (iii)依照联邦储蓄系统董事会, 或其它证券管制或自律机构的规定和法则, 我们会要求您存入额外的抵押品; 或(iv)平仓或取消您账户的交易。我们还会, 但没有义务这样做, 自行决定要求您存入额外的此类抵押品以保障您债务的偿还。我们除了在此陈述的权利和补偿之外, 拥有在相关法律允许下给予被保障一方的权利和补偿。由于受到任何相关法规、法则或条例中规定的限制, 无论是否提前通知或要求, 我们在无另行通知、提交、要求或催缴、您没有特别表明放弃的情形下都会采取任何或全部上述的行动。您在此委任我们作为您确实的合法代理人 and 全权代表, 以您全部的名义, 采取必要的或妥当的一切办法和措施以行使在此合约中的及适用法律所允许的所有权利及补偿。

**债务抵消权。**我们可能会(在法律允许下不提前通知)使用您在我们和/或附属机构的所有账户中的、您或法律实体有权支取的资金来抵消您当前或未来欠我们的债务。此债务抵消权如果法律禁止则不适用。由于我们行使抵消权而产生的索赔, 您同意免除我们遭受任何损害。

#### VII-D. 及时偿还债务; 违约事件; 补偿办法

**及时偿还债务。**您有责任支付您的史考特账户或您在我们附属机构的账户所欠的所有交易款项、借款、联邦追缴金或其它债务(简称"债务")。您同意您账户所有证券买卖的订单实际上是在您的意图下处理及/或执行的, 在交割日之前, 无论您是否收到交易确认, 支付购买证券的资金或递送卖出证券的证书都是您的意图和义务。您同意偿付账户的任何借款(例如, 欠史考特的借款), 并在要求下立即偿还账户的任何欠债。交付或传送到当地史考特团队或独立投资顾问(若为 SAS 账户)的款项(一般不收现金、旅行支票、第三方支票)或证券须在交割日之前完成, 以便传送到总公司处理。您同意所有卖出的证券都是完好交付形式的(即经过正确背书, 票面名称正确无实物, 所有公司重组调整完毕及不附带任何债权)。账户或者您在我们附属机构账户的任何所欠款项将会按照我们当时或现在的利率标准收取利息。

**违约事件。**以下情况被认为是"违约":

- 您没有依照合约规定的形式及时间付款。
- 您没有按要求的形式或时间缴纳保证金或履行我们所要求的其它义务。
- 您所做的、重复的或被认定为所做的或重复的任何表达或担保在内容上是不正确或不真实的。
- 您声明将不履行此合约中的任何义务。
- 您没有履行现在或将来签署的任何合约中对我们的义务。
- 在到期日(包括提早到期日)您没有偿还欠我们或我们附属机构的借款, 或没有缴纳保障此类欠款的保证金。
- 当您的债务到期时, 您申请、同意或您作为申请或请求的对象来指定您财产的接收人、监管人、受托人、清算人或类似人员, 或申请并同意这些人拥有您的所有或大部分财产, 书面承认您无力或不能偿还所欠债务, 为债权人的利益而转让财产, 按美国法律第11条款或类似有关财产重组、清算、解散、破产等法律补救等相关条款给予补救或申请按1970年投资者抵押保护法给与保护裁定。
- 我们相信我们或许无法用我们所扣留或将扣留的财产及时无误地偿付任何在此协议下或与我们为您进行的任何交易相关的债务。

**补偿办法。**在上述违约行为发生时, 我们可以不另行通知您就自行: (i)取消或清算您的账户或在我们附属机构开设的账户或任何您账户的库存证券和交易; (ii)以您的债务或抵押来抵消我们欠您的债务; (iii)用任何抵押来偿还您欠我们的债务; (iv)卖出在您账户或您在我们附属机构所开设账户中的证券、投资品或其它财产; 和(v)买入补回您账户卖空的证券、投资品或其它财产。在每种情况下和我们的自行决定下, 以本章节为依据的所有交易中, 我们可能是适当的买方或卖方, 交易在我们认为可取的价格下以公开和私下买卖的方式运作。您就此类补偿措施, 无权获得我们的任何提前通知。在我们的自行判断下, 我们可能(但不被要求这样做)在执行此类补偿措施前试图通知您或为您提供宽限期或通知期限。然而, 当我们认为有必要保护我们的利益时, 我们可能会不另行通知您就缩短或取消任何此宽限期或通知期限。

### 第VIII章: 管制和其它公开声明

#### VIII-A. 证券投资人保险公司(SIPC)及其它保险

您明白我们是证券投资 保险公司(SIPC)的成员, SIPC 目前将您账户的资产保障到\$500,000, 其中\$250,000 是账户以投资为目的存入的现金余额保险。账户不以投资为目的的现金余额(指只为收得利息)可能不会受到 SIPC 的保险。您了解这些保险不保障您的证券在市场上的价值波动。您可以访问 [www.sipc.org](http://www.sipc.org) 或者拨打电话(202)371-8300 得到有关SIPC保险详细资料的手册。

#### VIII-B. FINRA公开透露计划

作为FINRA的成员, 史考特必需公开透露BrokerCheck(券商查核)这项服务, 这是一个可以提供在FINRA注册的券商资料的网上查询工具。若要进入BrokerCheck或下载手册, 请访问 [www.finra.org/brokercheck](http://www.finra.org/brokercheck)。您也可以拨打BrokerCheck热线电话(800)289-9999。

### VIII-C. Losses Due to Extraordinary Events - Limitation of Liability; Business Continuity Disclosure

**Losses Due to Extraordinary Events - Limitation of Liability.** We shall not be liable for loss caused directly or indirectly by war, strikes, natural disasters, terrorist acts, government restrictions, exchange or market rulings, suspensions of trading, computer or communications line failures, delays in the transmission of orders due to a breakdown or failure of market centers or transmission facilities, or other conditions beyond our reasonable control.

**Business Continuity Disclosure.** In accordance with regulations, Scottrade has developed a business continuity plan that is intended to permit us to continue critical business operations during natural disasters, power outages or other significant events. While there can be no assurance that service will continue without interruption in all circumstances, our plan does address the actions that we will take in the event that there is a significant disruption. Account access is planned to be restored as the first step, which would be followed by other critical business operations. We maintain a back-up facility, including a secondary data center, for all of our branches nationwide. Our back-up facility is located well away from our primary facility so that it would not be affected by a regional disruption. Account access would be available through the data center at our back-up facility and your local Scottrade team or independent investment advisor (if your Account is a SAS Account). Our plan will be reviewed, updated and tested periodically.

### VIII-D Assignment and Escheatment

In order to avoid an unintended transfer of assets in your account, you may be required to demonstrate activity in the account or contact with Scottrade. If your account becomes inactive, state law requires us to deliver the assets as unclaimed property to the state of your last known address. If your last known address is military or foreign, assets will be delivered to the state of Arizona, the state in which Scottrade is incorporated. Once remitted to state authorities, the assets will be held for safekeeping with the state and are no longer in custody of Scottrade. You will then need to contact the respective state agency to reclaim your property. You agree that the assets in your account may be transferred or surrendered to the appropriate state authority if no activity occurs in your account within the time period specified by law.

### VIII-E. Applicable Rules and Regulations; Governing Law and Assignment

**Applicable Rules and Regulations.** You acknowledge that this Agreement and all orders and transactions executed in your Account shall be subject to all applicable federal and state laws and regulations, and the constitution, rules, regulations, customs, usages, rulings and interpretations of the exchange or market and its clearinghouse (if any) where such transactions are executed.

**Governing Law and Assignment.** This Agreement and its enforcement shall be governed by the laws of the State of Missouri (without regard to its conflict of law provisions); shall cover individually and collectively all of your Account(s) which you may open or reopen with us; shall inure to the benefit of our successors and assigns, whether by merger, consolidation or otherwise; and shall be binding upon your heirs, executors, administrators, successors and personal representatives, together with all other persons claiming any legal or beneficial interest through you or in your Account(s). You may not assign the rights and duties hereunder without first obtaining our prior written consent. We may assign our rights and duties under this Agreement and may transfer your Account and this Agreement to our successors and any affiliated assigns without notice, or to any other entity without prior notice to you.

### VIII-F. Modification; Headings Modification.

Scottrade may amend, change, revise, add or modify this Agreement at any time. The current version of the Agreement will be posted on [www.scottrade.com](http://www.scottrade.com), and you understand that your continued Account activity or the act of not closing your Account after such modification constitutes your acceptance to be bound by all modifications to the Agreement. In addition, you understand that this Agreement may not be modified by any verbal statements or written amendments that you seek to make to the Agreement.

**Headings.** The headings contained in each Section are for descriptive purposes only and shall not be deemed to modify or qualify any of the rights or obligations set forth in each such Section.

### VIII-G. Entire Agreement and Severability; Waiver

**Entire Agreement and Severability.** This Agreement and any attachments hereto contain the entire agreement between the parties with respect to the subject matter hereof. If any provision or condition of this Agreement shall be held to be invalid or unenforceable by any court, or regulatory or self-regulating agency or body, such provision shall be deemed modified, or if necessary, rescinded in order to comply with the relevant court, or regulatory or self-regulatory agency or body. The validity of the remaining provisions and conditions shall not be affected thereby, and this Agreement shall be carried out as if such invalid or unenforceable provision or condition was not contained herein. You acknowledge that you have entered into this Agreement and will enter into transactions in consideration of and in reliance upon the understanding that all such transactions constitute a single business and contractual relationship and have been made in consideration of each other. Accordingly, in addition to any of the other rights and obligations set forth in the Agreement: (i) you agree to perform all of your obligations in respect of each such transaction; (ii) we shall be entitled to set off claims and apply property held by us against obligations owing to us or affiliates; and (iii) payments, deliveries and other transfers made by us in respect of any such transaction shall be deemed to have been made in consideration of payments, deliveries and other transfers in respect of any other such transaction, and the obligations to make any such payments, deliveries and other transfers may be applied against each other and netted by us.

**Waiver.** Any failure by us to insist at any time upon compliance with this Agreement shall not constitute or be considered a waiver by us of any of our rights.

### VIII-H. Termination

You may terminate this Agreement or your Account at any time upon written notice to us, after paying any Obligations you owe to us. You shall remain responsible for all Obligations initiated or authorized by you, including without limitation, any transactions, debts and interest as provided under this Agreement, whether arising before or after termination of this Agreement. We have a right to terminate this Account or any other account (including multiple owner accounts) for any reason and at any time in our sole and absolute discretion. We may liquidate any and all holdings within the Account, send to the address of record any security in certificate form, and/or send to the address of record any available cash balance in the form of a check made payable as the Account is registered, minus any fees or other obligations owed to Scottrade. Should Scottrade take any such action, you agree to hold Scottrade, its parent, subsidiaries, affiliates, and their respective representatives, divisions, agents, employees, brokers, directors, officers, assigns, successors, and attorneys from any and all claims, demands, sums of money, actions, rights, causes of action, obligations and liabilities of any kind or nature which arise out of, relate to, or are in connection with the Account. The terms and conditions of this Agreement will survive termination of your account and will continue to apply to any remaining disputes or other matters arising from our relationship.

**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.

### VIII-C. 由于非常事件引起的损失 - 有限责任范围; 业务连续性公开说明

**由于非常事件引起的损失 - 有限责任范围。**我们将不会对以下事件造成的直接和非直接损失负责: 战争、罢工、自然灾害、恐怖活动、政府限制、证交所及市场的裁决、交易暂停、计算机或通讯线路的故障、由于市场中心传送设施的故障、停运或其它超出我们控制范围的原因使订单传送延迟。

**业务持续性公开说明。**根据管制规定, 史考特拟定了保持业务连续性计划, 此计划的目的在于, 当自然灾害、断电或其它非常事件发生时, 允许我们能够继续运作关键业务。尽管我们无法保证业务在所有情况下会继续不中断, 但我们的计划强调了在重大中断事故发生时将采取的措施。计划的第一步是恢复账户的连接和使用, 然后会恢复其它关键性的业务运作。我们维护一个后备支持中心, 其中包括了后备数据中心来支持我们在全美的分行。目前我们的后备支持中心设立在远离我们主要设施的地方, 所以不会受到区域性冲击的影响。账户使用可以通过我们的后备支持中心的数据中心、您当地分行团队或独立的投资顾问(若为 SAS 账户)来完成。我们将会定期审查、更新及测试我们的计划。

### VIII-D财产指派和充公

为了避免您账户中发生意外的资产转移, 您可能被要求证明账户中的活动或与史考特联系。如果您的账户被冻结, 州法要求我们将资产作为无人认领财产交付到您最后更新地址的所在州。如果您最后更新的地址是军事地域或国外, 资产将交付给亚利桑那州, 即史考特法人所在州。一旦被交付给州当局, 资产将由该州持有并保管, 且不再由史考特监管。此后, 您需要联系相应的州机构以申请您的财产。您同意如果您的账户在法律规定时间内没有发生任何活动, 您账户中的资产可能被转移或交付给相关的州机构。

### VIII-E. 相关法则及规定; 管辖法律及转让相关法则及规定。

您了解此合约及所有您账户执行的交易应遵守联邦及各州的相关法律、条例, 也同时应遵守该交易所执行的证交所或市场及其清算部门(如有)的宪法、法则、规定、习惯、用法、裁决及说明。

**管辖法律及转让。**密苏里州的法律管辖此合约及其实施(无视法律条例的冲突); 将分别或共同覆盖您在我们公司开设的或重新开设的个人或共同账户; 将适用于通过合并、整合或其它方法所产生的我们后继人、转让人的利益; 将约束您的继承人、执行者、管理者、后继人或个人代表, 以及通过您或您的账户声称任何法律和权益的所有其他人士。您不能在没有任何事先获得我们书面允许的情况下就转让此合约的权利和职责。我们可能会根据此合约在无需任何通知下, 转让我们的权利和职责并将您的账户及此合约转让给我们的后继人及任何附属转让机构, 或不事先通知就转让给其它的实体。

### VIII-F. 修订; 标题修订

史考特在任何时候可以补充、变更、修正、附加或修改 此合约书。最新的合约书会在我们的网站 [www.scottrade.com](http://www.scottrade.com) (中文:[chinese.scottrade.com](http://chinese.scottrade.com))公布出来。您明白在修订后, 如您继续账户活动或没有关闭您的账户则会构成您同意并接受此合约书所有的修订条款所约束。另外, 您明白您不可以试图以口述或书面的形式对此合约做任何修改。

**标题。**每一章节所含的标题只用做描述目的, 不应认为是修改或限定在每一章节 所述的任何权益或义务。

### VIII-G. 合约整体性和可分割性; 弃权声明

**合约整体性和可分割性。**此合约、合约附本包含各方就某一主题所达成的整体协议。如果此合约中任何规定或条件被任何法庭、管制机构或自律机构认为是无效或无法施行的, 此规定或条件 将被认为是被修订的, 如果必要的话, 取消以遵从相关法庭、管制或自律机关或机构。其它规定和条例的有效性则不会受到影响, 此合约将会按照没有包含此无效或无法施行的规定和条例的方式来施行。您承认您已受此合约约束并将会在充分了解其条款的基础上进行交易, 您的每一笔交易视为单一合约性关系并顾及了彼此双方的关系。因此, 除了在合约中制订的任何其它权利和责任以外, (i)您同意在进行每一笔交易时履行所有义务; (ii)我们有权用我们持有的财产来抵消您欠我们或我们附属机构的债务; 和(iii)任何此项交易中我们所做的付款、交付和转让都是基于考虑任何其它类似交易的付款、交付和转让而作出的。付款、交付和转让的债务可用于互相制约和抵销。

**弃权声明。**如我们在任何时候没有坚持此合约或其中的规定, 将不应构成或被认为是我们放弃我们的任何权利。

### VIII-H. 终止合约

在您还清您所欠我们的任何债务之后, 您可以随时书面通知我们终止此合约或关闭您的账户。您应仍然对由您引起或授权的所有债务负责, 这包括但不限于, 任何无论是在终止前还是以后发生的由此合约管辖的交易、欠款和利息。我们可以在任何时候, 自行以任何理由终止此账户和任何其他账户(包括多户主账户)。我们可能会清算在账户中的任何及所有库存, 给记录中的地址发送任何证券的凭证、以及/或给记录中的地址以支票的形式、拍头为注册名称发送任何除任何费用或其他所欠史考特债务的现金余额。如果史考特采取任何此类行动, 您同意从账户产生的、相关和关联的任何形式或性质的索赔、索求、金额、行动、权力、诉讼起因、债务和责任, 您不追究史考特、其母公司、子公司、附属机构以及他们各自的代表、部门、代理、员工、经纪人、董事、执行官、转让人、继承人以及律师的责任。 对您关闭账户后遗留的任何争议或其它由我们的关系产生的问题, 此合约中的条件和规定将继续生效。

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