

Section I: Opening an Account.....2

- A. Legal Capacity to Enter Into Agreements; Accuracy of Application; Credit Information; Customer Identification Program Notice
- B. Non-Resident Aliens; U.S. Visa Holders
- C. Fees, Commissions and Account Minimums
- D. Application Approvals and Account Maintenance
- E. Joint Accounts; Fiduciary Accounts; Retirement Accounts

Section II: Account Activity.....3

- A. No Advice and No Recommendations
- B. Purchases and Sales; Cash Account Restrictions
- C. Free Credit Balances and Funds Availability; Bank Deposit Program Terms, Conditions and Disclosures
- D. Orders, Executions and Account Statements; Cancellation and Modification Requests; Late and Corrected Reports
- E. Stop-on-Quote Orders - Risks and Disclosures
- F. Order Routing and Payment for Order Flow
- G. No Recommendation of Day Trading
- H. Extended Hours Trading Risk Disclosure
- I. Special Risk Factors of International Investing
- J. Warnings Regarding Connected Accounts

Section III: Online Trading.....9

- A. Risks of Online Trading
- B. Electronic Trading System Risks; Limitation of Liability
- C. Use of Scottrade's Websites
- D. Market Data, News and Other Information
- E. License to Use Our Software

Section IV: Margin Agreement.....12

- A. Margin Loans
- B. Requirements to Maintain Sufficient Margin
- C. Margin Calls
- D. Interest Charges on Debit Balances
- E. Short Sales
- F. Loan of Securities; Pledge of Securities, Options and Other Property
- G. Risks of Margin Trading and Margin Disclosure statement

Section V: Securities.....14

- A. Responsibilities Regarding Certain Securities
- B. Control or Restricted Securities
- C. Bulletin Board and Pink Sheet Trading
- D. Initial Public Offering Policy
- E. Option Position Limit
- F. Mutual Fund Investing; Mutual Fund Breakpoint Discounts Disclosure; No Transaction Fee Mutual Fund Program

Section VI: Client Information and Communication.....15

- A. Brokerage Privacy Statement; Security and Confidentiality
- B. Notices; Electronic Communications; Consent to Electronic Delivery
- C. Consent to Monitoring and Recording
- D. Communication Between Companies and Shareholders
- E. Cost Basis Disclosure
- F. Large Trader Reporting

Section VII: Default and Remedies.....16

- A. Complaints
- B. Arbitration Disclosures; Agreement to Arbitrate Controversies; Class Actions
- C. Security for Indebtedness; Right of Setoff
- D. Payment of Obligations Upon Demand; Events of Default; Remedies

Section VIII: Regulatory and Other Disclosures18

- A. SIPC and Other Insurance Coverage
- B. FINRA Public Disclosure Program
- C. Losses Due to Extraordinary Events-Limitation of Liability; Business Continuity Disclosure
- D. Applicable Rules and Regulations; Governing Law and Assignment
- E. Modification; Headings
- F. Entire Agreement and Severability; Waiver
- G. Termination

第 I 章：開設賬戶.....2

- A. 簽署合約的法律資格；申請資料的準確性；信用資料；客戶身份確認計劃通知
- B. 非居民外國人；美國簽證持有人
- C. 費用、佣金及賬戶最低標準額
- D. 申請核准與賬戶維持
- E. 共同賬戶；信託賬戶；退休賬戶

第 II 章：賬戶活動.....3

- A. 不提供任何諮詢和建議
- B. 購買與出售；現金賬戶的限制
- C. 自由現金餘額和資金可用性；銀行存款計劃條款、條件及公開聲明
- D. 訂單、執行及賬戶月結單；取消與修改要求；延遲及更正報告
- E. 止損價單 - 風險及公開聲明
- F. 訂單流程及付款
- G. 不推薦當日沖銷
- H. 延長時段交易風險公開聲明
- I. 國際投資的特殊風險因素
- J. 連接賬戶的相關警示

第 III 章：網上交易.....9

- A. 網上交易的風險
- B. 電子交易系統風險；責任限度
- C. 史考特網站的使用
- D. 市場數據；新聞和其它訊息
- E. 使用我們軟件的許可

第 IV 章：融資融券協議.....12

- A. 融資融券貸款
- B. 維持足夠資金保證金的要求
- C. 保證金催繳通知
- D. 欠款利息費用
- E. 賣空
- F. 證券貸借；證券、期權和其它財產抵押
- G. 融資融券交易風險和融資融券公開聲明

第 V 章：證券.....14

- A. 針對某些證券的責任
- B. 控制性或限制性證券
- C. 布告欄和粉紅單交易
- D. 首次公開發行股票（IPO）政策
- E. 期權庫存限制
- F. 共同基金投資；共同基金臨界點折扣公開聲明；無交易費（NTF）共同基金劃

第 VI 章：客戶訊息和通訊.....15

- A. 經紀賬戶隱私條例；安全和保密
- B. 通知；電子郵件和電子通訊；電子遞送許可
- C. 監視及錄音許可
- D. 公司與股東之間的通訊
- E. 成本基礎公開說明
- F. 大戶交易者報告規定

第 VII 章：違約以及補償.....16

- A. 投訴
- B. 仲裁公開聲明；仲裁解決糾紛合約；集體訴訟
- C. 債務保障；抵消權
- D. 債務及時償還；違約事件；補償辦法

第 VIII 章：管制和其它公開聲明.....18

- A. 證券投資人保險公司（SIPC）及其它保險
- B. FINRA 公開透露計劃
- C. 由於非常事件引起的損失 - 有限責任範圍；業務持續性公開說明
- D. 相關法規及規定；管轄法律及轉讓
- E. 修訂；標題
- F. 合約整體性和可分割性；棄權聲明
- G. 終止合約

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.

在史考特證券公司（稱爲：“Scottrade”，“史考特”，“我們”，“我們的”，“對我們”）開設經紀賬戶，您了解並表示您已閱讀明白以下史考特經紀賬戶合約

1-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 of 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.

1-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 email 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 branch or independent investment advisor (if your Account is a Scottrade Advisor Services Account, or "SAS Account") office 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.

1-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. We may amend our Brokerage Commissions and Fees Schedule at any time by posting the changes to 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.

1-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, at any time in our sole and absolute discretion, restrict trading, disbursements, transfers or take no action in your Account. You acknowledge that we may issue out the assets in your Account at your expense to the transfer agent of any security that is Direct Registration System (DRS) eligible, to your address of record any security in certificate form, and to your address of record any available cash balance in the form of a check.

1-A. 簽署合約的法律資格；申請資料的準確性；信用資料；客戶身份確認計劃通知

簽署合約的法律資格。您已達到您所居住州或法律管轄區的法定年齡並擁有資格簽署此合約。

申請資料的準確性。通過簽署經紀賬戶申請，您承認並證明您向我們提供的資料是最新的、準確的、真實的且完整的。除了在申請中列出的人，任何其他人在此合約規定下的賬戶中無經濟利益。您同意如果上述資料有任何變動，您應及時向我們提供更新的申請資料。您還同意在出現下列情況時以書面形式通知我們：您受僱於或附屬於任何券商、美國股票交易所或金融行業管理局（FINRA）；或是美國任一上市公司的執行官、董事、擁有 10% 股份的股東、控制人員或附屬人員。

信用資料。您授權我們查詢消費者信用報告機構、金融機構、雇主和/或任何其他我們認為有必要的資料提供方，以確認您的身份（聯邦法律的要求）。您了解史考特可能會就您賬戶在此合約允許的範圍向這些機構提供關於您表現的訊息（例如：無抵押債務的負面訊息）。您了解在您的書面要求下，我們會告訴您我們是否查詢過您的信用歷史，並提供給我們提供信用訊息機構的名稱或地址。

客戶身份確認計劃通知。為了協助政府打擊恐怖分子集資和洗錢活動，聯邦法律要求史考特獲取、驗證並記錄可確認在史考特開戶人身份的訊息。在您開戶時，史考特需要收集資料，比如您的姓名、出生日期、永久居住地址（而非郵件接收或服務公司）和身份證號碼（如果您是美國公民，這通常指您的社會安全號碼）。您可能還需要出示您的駕照或其它身份證明文件。通過遞交申請，您授權我們確認您的身份、信用和其它訊息（如果您居住在有共有財產法律的州，我們還需要您配偶的訊息），以及向消費者和信用報告機構和收賬機構提供您和您賬戶的訊息。此外，您還授權史考特隨時自行獲取您的消費信用報告副本。我們可能會按此合約自行決定以任何理由拒絕您的開戶申請，或拒絕向您提供特定服務。

1-B. 非居民外國人；美國簽證持有人

非居民外國人。我們可以為非美國居民的外國人開設賬戶，出於預扣稅目的，非美國居民的外國人需要填寫 W-8BEN 表格（國際賬戶）。我們不宣傳也不在美國以外地區招攬經營業務。此合約必須要經我們在美國境內批准並接受後才有約束力，因此這一合約應視為在美國境內達成的合約。我們進行的所有服務都僅以美元在美國境內進行。您了解國際賬戶必須是網上賬戶。由於我們在美國境外未設有辦事處，史考特在美國的辦事處將為您的賬戶提供服務。通知將完全以電子方式提供，在史考特網站通過電子郵件和通知發佈在您的特定賬戶中。您還了解您只能通過匯款、出自美國銀行的個人支票、銀行本票和/或匯票為賬戶注資。若任何管轄地區視此類業務徵詢或產品提供為違法行為，那不應認為我們的網站是在向任何在此管轄地區的人提供任何投資產品或服務。

美國簽證持有人。基於不同的稅務影響和外國證券法規，史考特將無法向某些長期或永久居住在美國境外的客戶提供服務。然而，在某些國家，我們可以通過我們的 Asia Pacific 亞太國際部門繼續提供服務。如果您計劃長期或永久離開美國，請在您起程的 10 天前聯繫您當地的史考特分行或獨立的投資顧問（如果您的賬戶是史考特投資顧問賬戶，即 SAS 賬戶）以獲取進一步協助。另外，如果您計劃維持或額外存款至您的退休賬戶，並且您將永久返回您的祖國，我們強烈建議您就您的提款選擇和任何提款的稅務處理及/或後果諮詢您的稅務顧問。您還了解如果您的美國簽證有任何變動或者您將長期或永久離開美國，您有責任聯繫史考特。史考特對於因您的離開而在您賬戶中產生的稅務後果不承擔責任。

1-C. 費用、佣金及賬戶最低標準額

您同意支付我們現在和以前制訂與您賬戶類型或您獲得的交易及服務類型有關的經紀佣金及收費標準規定的經紀佣金、收費、稅金或其它費用。史考特的經紀佣金及收費標準可以在我們的網站獲取。我們會在任何時候修正經紀佣金及收費標準，並會在網站公佈出來。根據其在史考特賬戶中的資產和活動，某些客戶可能有不同的定價結構。您了解史考特會要求開設賬戶的最低存入資金和賬戶最低維持標準。佣金以每個訂單收取。經數天成交的限價單或訂單當天部分成交後，加以修改則按分開的訂單收取佣金。

1-D. 申請核准與賬戶維持

我們可以自行以任何理由拒絕賬戶申請、關閉或限制您的賬戶，我們不會通知您，也不會透露決定的詳細內容。為了維持您的賬戶，我們可能會要求您提供更多的文件。您了解我們可以隨時自行對您的賬戶限制交易、支付、轉賬或不做任何行動。您了解我們可能會在您負擔費用的情況下分發您賬戶中的資產，將那些在您的賬戶中符合使用直接註冊系統（Direct Registration System）要求的證券分發給過戶代理，或以憑證的方式將證券寄送至您的記錄地址，並將任何現有現金以支票方式寄送至您的記錄地址。

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.

1-E. Joint Accounts; Fiduciary Accounts; Retirement Accounts

Scottrade offers many different account types, which you can learn about at 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.

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. By opening your account you acknowledge you received, read and agree 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.

此外，我們首要關注的問題之一是能否為我們的管理人員、員工、承包商和客戶提供安全的環境。我們將不會容忍對管理人員、員工、承包商或客戶進行的肢體暴力、威脅行為或其它不當行為。如果您有任何這些行為，您同意我們有權：

(i) 清算您賬戶中的任何證券、投資工具或其它財產，(ii) 將所得款項發送給您，並 (iii) 關閉您的賬戶。我們在本章節規定下行使權力時，會根據情況為您提供合理通知。對於根據此規定清算證券、投資工具或其它財產造成的任何損失，包括但不限於任何稅務責任，我們不負任何責任。

I-E. 共同賬戶；信託賬戶；退休賬戶

史考特提供多種不同賬戶類型，可在 www.scottrade.com 了解更多訊息。您了解您有責任選擇適合您需要及情況的賬戶類型。您還了解某些賬戶類型有資格或受限於接受史考特所提供的特定服務。

共同賬戶。共同賬戶的每一個賬戶持有人同意在不通知另一持有人的情況下，任一賬戶持有人有權：(i) 根據賬戶類型利用融資買賣證券、期權和其它投資產品；(ii) 收取交易確認單、月結單和與賬戶有關的任何形式通訊資料；

(iii) 收取或處置資金、證券和賬戶中的其它財產；(iv) 達成、終止或同意修改此合約；(v) 放棄此合約中的任何條款；和 (vi) 以賬戶唯一所有人的形式與我們交涉。我們沒有責任向賬戶持有人通知另一賬戶持有人的行為。每一個共同賬戶持有人同意，發送給任一持有人的通知也就是通知所有持有人。每一個共同賬戶持有人還同意，他或她對於賬戶相關事宜負有共同或分別的責任。我們會遵循任一共同賬戶持有人的與賬戶相關指示，向賬戶的任一持有人交送所有或部分證券或賬戶內的其它財產，並在任一賬戶持有人的要求或指示下，將賬戶內的任何或所有資金支付給賬戶的任一持有人，即使應交送並/或支付給某一賬戶持有人本人。

如果我們收到共同賬戶持有人之間有爭議的通知或有衝突的指示，我們可能

(但不需要) 限制此賬戶，包括限制賬戶的提款和轉賬，直到我們收到文件說明爭議已解決或所有賬戶持有人給我們共同的指示為止。在任一賬戶持有人去世的情況下，另一生存的賬戶持有人必須立即通知我們。去世賬戶持有人的繼承人與任一生存者將共同和分別對賬戶內的債務和損失、或由於清算賬戶產生的債務和損失、或共同賬戶持有人的利益調整負責。除非共同賬戶持有人在開設賬戶時特別說明，否則我們會認為共同賬戶持有人的意圖是開設生存權的共同賬戶。在任一共同賬戶持有人去世的情況下，該賬戶的所有利益都將在相同條件與規定下歸於賬戶的生存者所有，但並不意味免除去世共同賬戶持有人遺產繼承人的責任。

信託賬戶。關於信託賬戶，信託是指被授權能代表賬戶受益人對賬戶做決定的人或實體，包括受託人、符合向未成人贈與統一法案 (UGMA) 或向未成人轉移財產統一法案 (UTMA) 賬戶的監管人、保管人、監護人、執行人、管理人、授權人、投資顧問或其他被授予交易權利的人。您了解並同意史考特不會監視託管人是否對於您的賬戶採取應有行動，且不負責決定託管人的行為是否對賬戶盡責。您還了解並同意史考特不負責決定任何人或實體的地位是否有效或其作為託管人是否稱職。在同意現有賬戶或新開設賬戶擁有信託前，史考特可能需要額外資料。您和託管人都同意，由於託管人的行為或不行動所產生的任何責任、索賠或花費 (包括律師費用及支出)，您不會追究史考特及其執行官、董事、雇員、代理人 and 附屬單位的任何責任。

退休賬戶。具體到您所開設的賬戶類型，退休賬戶受附加條款、條件和公開聲明的限制。所有退休賬戶類型的全部條款、條件和公開聲明都可以在 www.scottrade.com 查閱。您在開設賬戶時承認您收到、閱讀並同意所有適用您所開設特定退休賬戶的條款、條件和公開聲明。史考特不提供稅務建議。有關您個人的稅務或財務問題，請諮詢您的稅務或法律顧問。

第 II 章：賬戶活動

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. 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.

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; Bank Deposit 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 Bank Deposit 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 in 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 fully paid securities to which you are entitled, subject to any open commitments in your Account.

Scottrade Bank Deposit Program Terms, Conditions and Disclosures. The Scottrade Bank Deposit Program ("BDP") seeks to provide you with the security of FDIC insurance for your cash balances. By utilizing multiple banks, the BDP has been structured to provide you with up to \$500,000 in FDIC insured deposits as set forth below. Through the BDP, excess cash balances in your eligible Scottrade Brokerage Account will be deposited into interest-bearing FDIC-insured accounts ("BDP Accounts") at one or more banks ("Program Banks"). Your fund balance in each BDP Account, individually and aggregated, is referred to as your "Customer Deposit Account." Two of the Program Banks in the BDP will be Scottrade Bank FSB ("Scottrade Bank") and Boulevard Bank FSB ("Boulevard Bank"), both affiliates of Scottrade, Inc. ("Scottrade").

1. Authority as Agent. Scottrade will act as your agent in establishing and maintaining the BDP Account at each Program Bank. Each BDP 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 BDP or may block any Program Bank from receiving your funds, except for 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 branch office (or independent investment advisor). If you withdraw your consent, your cash will not be swept to BDP Accounts and, if applicable, cash in BDP Accounts will be transferred back to your Scottrade Brokerage Account.

II-A. 不提供任何諮詢和建議。

您了解我們不會提供任何投資、法律或稅務建議或推薦證券。您同意您是自我主導的投資人，您的所有訂單都是在您自己或您的正式授權代表的投資決策基礎上輸入的。您同意史考特或其任何雇員都不是您的正式授權代表，您不能向他們索要或依賴他們為您提供這方面的建議。您了解您獨自為您所輸入的訂單負責，其中包括但不局限於，交易限定條件、交易輸入次數、交易的可行性、投資策略和每次交易所涉及的風險。及其執行官、董事、雇員、代理人及附屬機構的財務責任或其它責任，或費用（包括律師費用及支出）。

II-B. 購買與出售：現金賬戶的限制

購買與出售。要執行買單，我們通常要求您賬戶內必須有等於或超過證券購買價格的資金。要執行賣單，我們通常要求您賬戶內持有的有效可遞交證券且未附帶任何留置權。您同意我們分別收到的買單和賣單（無論是否經您意願），如果沒有足夠資金或可轉讓證書，則買單會被清算，賣單會被買入補回，且所有費用由您來支付。在買單執行時，如果您賬戶內沒有足夠的資金，您保證在交割日之前通過電匯的方式付清此訂單。在賣單執行時，如果您賬戶內沒有所賣出的證券，您保證在交割日之前或當天交付所有賣出的證券。如果我們在交割日之前或當天沒有收到付款或證券，我們會清算您的賬戶，您將為此舉造成的損失和相關費用負責。

現金賬戶的限制。根據聯邦儲蓄法規T，允許在現金賬戶購買證券的前提是客戶有足夠的資金買入或在賣出證券前付清買入的全部款項。根據法規T，Freeriding是在尚未付清初始購買款項的情況下，買入並賣出一支證券的行為，這是被禁止的做法。Freeriding也可能是購買證券時使用了未交割的賣出所得款項而造成。Freeriding違反了法規T，且有可能違反了其它證券法規。您同意及時支付您在現金賬戶內購買的任何證券，且了解您在現金賬戶中的freeriding是被禁止的，我們可能會因此而限制或關閉您的賬戶。

II-C. 自由現金餘額和資金可用性：銀行存款計劃條款、條件及公開聲明

自由現金餘額和資金可用性。您了解並同意史考特可以將您賬戶中的現有餘額以自由現金餘額存放、保留在我們的銀行存款計劃（如下所述）或通過史考特安排的其它計劃中。我們可以自行改變或更換這些選擇。我們可以在自行判斷下，為您賬戶內尚待投資的自由現金餘額支付利息。自由現金餘額是您賬戶內未投資的總資金減去在計算自由資金那天或之後才會交割的、用於支付買單所需的資金、向您賬戶收取的費用、以及作為抵押（如VII-C中所述）來償還債務（如VII-D中所述）的現金餘額。自由現金餘額不是銀行存款所以沒有FDIC保險。如果您收到自由現金餘額的利息，您同意您在賬戶內維持的自由現金餘額是以投資為目的，而非單純為收取利息。如果我們認為您在史考特賬戶內維持自由現金餘額的目的是收取利息，那麼我們保留停止支付利息、關閉您的賬戶或採取其它措施的權利。我們可在自行判斷下提高或降低利率、隨時決定停止或開始支付利息。我們對自由現金餘額的使用受到美國證監會（SEC）條例15c3-3的約束。如果您賬戶內沒有任何未執行交易，您有絕對的權力在正常業務情形下支取您賬戶內的自由現金餘額和任何已付清的證券。

史考特銀行存款計劃條款、條件和公開聲明。史考特銀行存款計劃（簡稱“BDP”）目的在於為您的現金餘額提供FDIC保險。通過使用多家銀行，BDP為您提供高達\$500,000的FDIC存款保險，如下所述。通過BDP，您的合格史考特賬戶內的超額現金餘額將被存入一家或多家銀行（簡稱“計劃銀行”）受FDIC保險的計息存款賬戶（簡稱“BDP賬戶”）中。無論是個別還是累計而論，您在各個BDP賬戶中的資金餘額都被稱為“客戶存款賬戶”（Customer Deposit Account）。史考特銀行（Scottrade Bank）和Boulevard銀行（Boulevard Bank）是BDP的兩個計劃銀行，它們都是史考特公司（史考特Inc.）附屬公司。

- 1. 作為代理的權限。**史考特將以代理人的身份在每個計劃銀行建立並維護BDP賬戶。每個計劃銀行中的各BDP賬戶都是在總括（omnibus）基礎上建立的，由史考特和計劃銀行按照與FDIC管理“pass through”存款保險條例一致的方式記錄所有權。您了解您有權撤銷史考特在任何一家計劃銀行作為您客戶存款賬戶代理的許可。您可以選擇不參加BDP計劃或禁止任何計劃銀行接收您的資金，下列第4項中所述“超額銀行”（excess bank）存款除外。您可以在網上進行選擇或從您當地的史考特分行（或獨立的投資顧問）獲取表格並填寫。如果您撤銷您的許可，您的現金不會被轉入BDP賬戶，並且在適用的條件下，BDP賬戶中的現金會轉回至您的史考特經紀賬戶中。

2. Eligibility. To be eligible for the BDP, 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 BDP. Scottrade, in its sole and absolute discretion, determines when eligible accounts are added to the program; Eligible accounts are added to the program within a rolling calendar quarter and your periodic Scottrade Account Statement will reflect your account's inclusion in the program. This information will also be available through your online account access. Contact your local Scottrade branch office or independent investment advisor (if your Account is a SAS Account) to determine account eligibility and obtain a list of Program Banks. Accounts maintained in the names of business entities, including corporations and partnerships, are not eligible to participate in the BDP at this time. Scottrade, in its sole and absolute discretion, may further decide that your Account is eligible or ineligible for the BDP 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, or because of Scottrade's operational or administrative requirements. Changes in your 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.

3. Account Protection. Deposits in BDP 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 BDP is up to \$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 direct deposits you make with the Program Bank, and deposits through other BDP Accounts you have with Scottrade or through another brokerage firm. Please be advised that if you choose to opt out of one or more banks participating in the BDP, you may not be eligible for FDIC insurance coverage up to the maximum of \$500,000. **You are responsible for monitoring all your balances to determine what deposit insurance coverage is available to you.** If you have questions about FDIC insurance coverage, more information about FDIC insurance is available at www.fdic.gov or by phone (877-275-3342 or 800-925-4618). You may also wish to seek advice from your own attorney or investment advisor concerning FDIC insurance coverage of deposits. The Securities Investor Protection Corporation ("SIPC") and Scottrade's excess SIPC insurance do not cover deposits in BDP Accounts.

4. Deposits. Although the BDP 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 BDP. Deposits to BDP Accounts will be made by Scottrade on your behalf. Information about the BDP 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 BDP. Your BDP 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 Brokerage Account. Your periodic Scottrade Account Statement will display all monthly BDP 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 BDP Account at a Program Bank until the balance of your BDP Account reaches an amount, depending on the insurable capacity of the Account, of just less than the Maximum Applicable Deposit Insurance Amount. Scottrade will then deposit additional funds at the next eligible Program Bank up to an amount, depending on the insurable capacity of the Account, of just less than the Maximum Applicable Deposit Insurance Amount. Once your Customer Deposit Account deposits in the aggregate are at the program maximum set forth in Item 3 above, additional amounts will be deposited into Scottrade Bank, Boulevard Bank or another Program Bank acting as an Excess Bank. An "Excess Bank" is a bank that will accept funds without limitation and without regard to the Maximum Applicable Deposit Insurance Amount. 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 BDP, 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 branch office or, if your Account is an 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.

5. Withdrawals. When funds are needed to cover transactions such as securities purchases, withdrawal requests, 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 BDP Accounts maintained at one or more Program Banks where you have deposits. In general we will withdraw funds 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 BDP Accounts at Program Banks in descending order, except where circumstances require a different withdrawal method. Federal banking regulations require Banks to reserve the right to require written notice seven days before permitting transfers or withdrawals from BDP or other deposit accounts.

2. 資格。要符合 BDP 資格，您的史考特經紀賬戶必須是以下賬戶類型中的一種：個人賬戶、共同賬戶、個人退休賬戶、監管人賬戶、受益人是自然人的信託賬戶或獨資業主賬戶（零售賬戶）。通過史考特投資顧問服務持有的同類賬戶（SAS 賬戶）也符合 BDP 資格。史考特可自行判斷決定符合資格的賬戶加入計劃的時間；合格賬戶在滾動的日歷季度中加入計劃，且您的史考特賬戶定期月結單將反映您的賬戶加入計劃中。此信息也可以通過在網上訪問您的賬戶得到。要確定賬戶是否合格並獲取計劃銀行列表，請聯繫您當地的史考特分行或獨立的投資顧問（如果您的賬戶是 SAS 賬戶）。在商業實體名下維持的賬戶，包括公司賬戶和合夥人賬戶，目前不符合加入 BDP 的資格。如果您史考特經紀賬戶中可用於要存款的現金未達到或低於史考特設定的金額，或者出於史考特的運營或管理需要，史考特可進一步自行判斷決定您的賬戶是否符合 BDP 資格。您賬戶中的變化可能會使您失去資格；變化包括但不限於：建立空倉、被指定為慣性當日沖銷交易者、要求郵寄利息、要求賬戶轉移以及被指定為受侵害的賬戶。

3. 賬戶保障。BDP賬戶中的存款由FDIC保險，受這些條款、條件和公開聲明以及FDIC所設規定的約束，FDIC是美國政府的一個獨立機構。對於每個存款人在特定的受保護存款機構進行的存款，FDIC對於所有類別賬戶所有權的保險額度為\$250,000。這一限額在此文檔中被稱為“最大使用存款保險額度”，且會更改。由於您的資金可能存入多個計劃銀行，因此BDP下的FDIC存款保險最大額度為\$500,000。您的資金一旦存入計劃銀行便符合FDIC存款保險資格。這包括定存、您在計劃銀行的其它直接存款，和您在史考特或另一家券商的其它BDP賬戶存款。請注意，如果您選擇退出一家或多家參與BDP的銀行，您可能不符合FDIC保險高達\$500,000的額度資格。**您有責任監視您所有的餘額以確定可使用的存款保險額度。**如果您對FDIC保險額度有任何疑問，訪問www.fdic.gov或撥打電話（877-275-3342或800-925-4618）獲取更多訊息。有關FDIC存款保險額度的問題，您也可以諮詢您的律師或投資顧問。投資人保護公司（SIPC）和史考特在SIPC以外的保險不會對BDP賬戶中的存款進行保險。

4. 存款。儘管BDP賬戶由計劃銀行負責，而非史考特，但您和計劃銀行無直接關係。您無法直接在計劃銀行通過BDP存款。史考特會代表您向BDP賬戶存款。有關BDP賬戶和您客戶存款賬戶的更多訊息可以從史考特獲得，而非計劃銀行。如下所述，每個工作日史考特都會將您史考特經紀賬戶中的超額現金餘額存入在計劃銀行維持的一個或多個總括存款賬戶中。計劃銀行的總括存款賬戶以史考特的名義持有，以維護其參與BDP的客戶利益。您的BDP賬戶會在史考特賬戶記錄中以賬面記錄的方式反映。您不會收到所有權證明，如存摺或憑證，計劃銀行也不會接受您的直接存款或提款。您的客戶存款賬戶所有權名稱和地址與您史考特賬戶的一致。您的定期史考特賬戶月結單將顯示每個月的所有BDP活動，以及月底您在各個計劃銀行的餘額。

您在史考特經紀賬戶中的可用現金將被存入計劃銀行的BDP賬戶中，直到您的BDP賬戶餘額達到一定金額，這取決於該賬戶的保險能力，此金額稍低於適用的存款保險最高金額。您客戶存款賬戶中的累計存款一旦達到上述第3項中設定的最高金額，超出的金額將被存入史考特銀行、Boulevard銀行或其它作為超額銀行的計劃銀行中。“超額銀行”是不受限制、無須考慮存款保險最高適用金額的銀行。您無法選擇由哪家計劃銀行接收您的超額存款。如果您在BDP計劃中選擇退出一家銀行，這家銀行可能仍是您資金的超額銀行。史考特可能會定期添加、更換或更改一家或多家計劃銀行。多數情況下，我們會就這些變化提前通知您，以便您能夠阻止計劃銀行接收您的資金。您也可以通過您當地的史考特分行做出這些更改，如果您的賬戶是SAS賬戶，則通過您的獨立投資顧問進行。由於您有責任監視您在各計劃銀行的存款總額（包括您的客戶存款銀行資金）以確定FDIC保險能夠保障的額度，因此，您應當仔細查閱通知，以判斷計劃銀行的改變對此保險限額是否有影響。

5. 提款。當您的史考特經紀賬戶需要資金以支付如購買證券、提款、支票等交易時，我們通常會先使用您史考特經紀賬戶中的任何自由現金餘額。如果需要額外資金，史考特作為您的代理，將從您的一家或多家計劃銀行維持的客戶存款賬戶提款。通常我們會先從您最後存款的那個計劃銀行提款。如果該計劃銀行中存入的資金不足，我們會按照先後順序從下一個存款的計劃銀行提款，除非有特殊情况要求使用不同的提款方法。聯邦銀行管制規定要求銀行有權利在同意BDP或其它存款賬戶轉移或提款之前給予7天提前書面通知。

6. Sub-Accounts. Scottrade is taking certain steps outlined below to enable Program Banks to comply with certain banking laws, regulations and practices. Your Customer Deposit Account representing funds on deposit 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 on deposit 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 on deposit at a particular Program Bank will be aggregated with the deposits of other Scottrade clients that participate in the BDP 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 funds in your NOW sub-account exceed any such target balance, the excess will be transferred to your MMDA sub-account, unless number of transfers for that monthly cycle have exceeded the maximum amount as described below.

Under the applicable Federal Reserve regulations, 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 BDP are: (a) transfers to your MMDA sub-account (to the 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 BDP 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 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 monthly cycle, funds in your NOW sub-account that exceed any target balance Scottrade may have established will be transferred back to your MMDA sub-account.

7. Interest. Funds in the BDP will generally earn interest. Rates may vary over time, but will be the same from each Program Bank. Your interest rate tier will be determined by the aggregate balance of your Customer Deposit Account. The 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. For SAS Accounts, the interest rate tier 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 BDP may be lower than deposit accounts offered outside 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.

8. Financial Benefits to Scottrade. Scottrade receives a fee from each non-affiliated Program Bank, and may receive a fee from Scottrade Bank and Boulevard Bank. The fee paid to Scottrade by Program Banks may vary over time and may be as much as 4% annually of the amount on deposit at the Program Banks. The amount of the fee received will affect the interest rate paid by the Program Bank (including Scottrade Bank and Boulevard Bank.) on your Customer Deposit Account and may exceed the amounts paid to you in the form of interest. 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 BDP feature. In addition to Scottrade, other service providers will receive fees from each Program Bank, including Scottrade Bank and Boulevard Bank. Scottrade Bank and Boulevard Bank will receive substantial deposits from the BDP at a price that may be less than alternative funding sources. Deposits in BDP Accounts at Scottrade Bank and Boulevard Bank provide a stable source of funds for Scottrade Bank and Boulevard Bank. Scottrade Bank and Boulevard Bank intend to use the funds in the BDP Accounts to support their respective investments, lending activities and other approved activities. As with other depository institutions, the profitability of Scottrade Bank and Boulevard Bank is determined in large part by the difference between the interest paid on BDP Accounts (and other costs incurred), and the interest or other income earned on loans, investments and other assets. Scottrade may have banking relationships with Program Banks that are not directly related to the BDP, in which Scottrade may receive financial benefits.

6. 子賬戶。史考特採取下述步驟，以使計劃銀行遵守一定的銀行業法律、法規和程序。您在某特定計劃銀行存入資金的客戶存款賬戶將被放置在兩個串聯的子賬戶中，這兩個子賬戶建立在史考特的賬冊和記錄上：(a) 一個是計息交易子賬戶（通常被稱為“NOW”子賬戶），(b) 一個是計息儲蓄存款子賬戶（通常被稱為“MMDA”子賬戶）。利息將在兩個子賬戶的總計餘額基礎上累計。史考特將每天在NOW子賬戶和MMDA子賬戶之間對您在某特定計劃銀行存入資金的客戶存款賬戶資金進行分配。您在計劃銀行沒有個人的NOW子賬戶或MMDA子賬戶，但您在某特定計劃銀行存入客戶存款賬戶的資金將和其他參與第1項（“作為代理的權限”）中所述BDP的史考特客戶的存款一起匯總。

為了便於參考，您的客戶存款賬戶中存入某特定計劃銀行並分配至NOW子賬戶中的部分稱為“您的”NOW子賬戶，分配至MMDA子賬戶的計劃存款部分被稱為“您的”MMDA子賬戶。這種分配將利於跟蹤並限制從您的MMDA子賬戶提款的次數。您存入計劃銀行的資金總是首先計入您的NOW子賬戶；然而，要最大化您可以在MMDA子賬戶中持有的金額，史考特可以為您的NOW子賬戶建立一個目標餘額。史考特可隨時更改這個目標餘額。如果您NOW子賬戶中的資金超過任何此類目標餘額，超額部分將被轉入您的MMDA子賬戶，除非那个月的轉賬次數已經超過下述最高次數。

根據適用的聯邦儲備委員會規定，您的NOW子賬戶被認為像是一個交易賬戶，從中轉移資金的次數不限。雖然不限轉賬次數，但根據BDP僅允許您從以下類型的NOW子賬戶轉賬：(a) 轉賬至您的MMDA子賬戶（以您超過史考特所規定的NOW子賬戶資金目標餘額為上限），且(b) 從NOW子賬戶將資金轉回至您的史考特經紀賬戶（以支付該賬戶內交易所序資金為上限）。相反，根據聯邦儲備委員會規定，您的MMDA子賬戶被認為像是一個儲蓄賬戶，每個月一般不得超過六次轉賬。在BDP計劃下，唯一允許直接從您的MMDA子賬戶中提款的類型是轉賬至您的NOW子賬戶（以資助您將NOW子賬戶的資金轉回至您的史考特經紀賬戶中，並且保持史考特為您的NOW子賬戶設定的目標餘額）。如果需要進行第六次轉賬，那將是您MMDA子賬戶中可用資金的全部餘額（不包括累計利息）。在下一個月的初期，您NOW子賬戶中超過任何由史考特設定的目標餘額的資金，將被轉回至您的MMDA子賬戶。

7. 利息。BDP中的資金通常會得到利息。利率會隨著時間不斷變化，但每個計劃銀行的利率都會是相同的。您的利率將會按照您客戶存款賬戶的總餘額分等級。每個等級的利率取決於多種因素，包括整個經濟和業務運作狀況。對於零售賬戶和SAS賬戶，可能會存在不同的等級。利息將由計劃銀行支付。對於零售賬戶：(a) 餘額較高的客戶通常比餘額較低的客戶在其客戶存款賬戶中得到更高的利率，且(b) 以分等級為目的餘額將不包括您史考特經紀賬戶中的可用現金餘額，或與您其它史考特經紀賬戶相連的任何其它客戶存款賬戶中的餘額。對於SAS賬戶，利率等級可能由以下因素決定：(a) 某特定獨立投資顧問所管理的總資產，及(b) 與其它史考特經紀賬戶相連的客戶存款賬戶中由特定獨立投資顧問所管理的餘額。BDP計劃銀行支付的利率可能低於計劃之外存款銀行或非FDIC保險投資品的利率。史考特可能隨時更改或取消利率、等級及決定利率和等級的因素而不提前通知您。您客戶存款賬戶的利息是按照每月平均餘額的方法計算。利息會每天累計並在每個月最後一天結算計入您的客戶存款賬戶。

8. 對史考特的財政好處。史考特會從每個非附屬計劃銀行收取費用，並可能從史考特銀行和Boulevard銀行收取費用。計劃銀行支付給史考特的費用會隨時間推移而有所變化，可能每年會高達存入計劃銀行金額的4%。收取的費用金額將會影響計劃銀行（包括史考特銀行和Boulevard銀行）對您的客戶存款賬戶所支付的利率，且有可能超過支付給您的利息金額。除了我們按照規管您史考特經紀賬戶的條件和規定（總稱為“史考特經紀賬戶合約”）收取的適用費用以外，您賬戶的BDP功能將不會收取花費、費用和佣金。除史考特以外，其它包括史考特銀行和Boulevard銀行在內的服務提供機構將會從每個計劃銀行收取費用。史考特銀行和Boulevard銀行將會以比其它可用的存款資源較低的價格，從BDP收取大量存款。在史考特銀行和Boulevard銀行BDP賬戶中的存款將為史考特銀行和Boulevard銀行提供穩定的資金來源。史考特銀行和Boulevard銀行會使用BDP賬戶中的資金來支持其各自的投資、信貸業務和其它批准的業務。和其它存款機構一樣，史考特銀行和Boulevard銀行的效益很大程度上取決於BDP賬戶支付的利息（及其產生的其它費用）和由信貸、投資及其它資產產生的利息或其它收入之差額。史考特可能會與計劃銀行有非BDP相關的銀行業務關係，史考特可能會通過此種關係得到財政好處。

9. Notices and Information. Scottrade may notify you or provide information via letter, email, entry on your brokerage account statement, or other reasonable means. Current interest rates, tier information, participating Program Banks and other BDP information is available by accessing your Scottrade Brokerage Account at www.scottrade.com or by contacting your local Scottrade branch office. For SAS Accounts, this information may be obtained by contacting your independent investment advisor. All communications or complaints regarding the BDP should be directed to Scottrade, Inc., Attn. BDP Dept., P.O. Box 31759, St. Louis MO, 63131.

10. Closing of Account. Scottrade or a Program Bank may close BDP Accounts and/or Customer Deposit Accounts at any time. If your BDP Account is closed for any reason (including loss of eligibility), 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. If you close your Scottrade Brokerage Account, your Customer Deposit Accounts will also be closed and the funds in your Customer Deposit Accounts will be distributed to you according to the conditions of the Brokerage Account Agreement.

11. Right of Set-Off. Scottrade may charge or set off funds in your BDP Accounts 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.

12. 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 BDP Accounts. If any provisions of the Scottrade Brokerage Account Agreement conflict with provisions of these BDP 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 BDP Accounts, 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, commercial carrier or by email. You understand that you are responsible for promptly reviewing all trade confirmations and account statements. Such confirmations 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-'Till-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 orders 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 Orders- Risks and Disclosures

Stop-on-Quote Orders: a stop-on-quote order is an order to buy or sell a security when the NBBO (National Best Bid-Offer) reaches or surpasses a specified level, or trigger, called a stop price. 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 Reg 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.

9. 通知和訊息。 史考特可能會通過信函、電子郵件、在您經紀賬戶月結單內注記或其它合理方式通知您或為您提供訊息。當前利率、等級利息、參與的計劃銀行和其它BDP訊息可通過www.scottrade.com 在您的史考特經紀賬戶內獲取，或聯繫您當地的史考特分行獲得。對於SAS賬戶，可聯繫您的獨立投資顧問以獲取此訊息。所有關於BDP的通訊或投訴應直接送至Scottrade, Inc., Attn. BDP Dept, P.O. Box 31759, St. Louis MO, 63131。

10. 關閉賬戶。 史考特或計劃銀行可隨時關閉BDP賬戶和/或客戶存款賬戶。如果您的BDP賬戶因任何原因（包括失去資格）關閉，您的客戶存款賬戶中的餘額將轉至您的史考特經紀賬戶中（除非已關閉），或者由計劃銀行視情況將餘額以支票形式郵寄給您。如果您關閉了您的史考特經紀賬戶，您的客戶存款賬戶也將關閉，且您的客戶存款賬戶中的資金將按照經紀賬戶合約中的規定分配給您。

11. 抵債權利。 史考特可能會收取或用您BDP賬戶中的資金抵消您欠史考特的債務。更多有關史考特對此類債務權利的更多訊息，請參閱史考特經紀賬戶合約中的VII-C部分。

12. 史考特經紀賬戶合約。 您了解並同意史考特經紀賬戶合約，包括爭端前仲裁條款，繼續規管您的史考特經紀賬戶且還將規管您的BDP賬戶。如果史考特經紀賬戶合約中的任何規定與BDP條款、條件和公開聲明規定相衝突，則按照史考特經紀賬戶合約進行規管。

您同意要仔細閱讀、了解並接受這些條款、條件和公開聲明。您了解若不反對使用BDP賬戶並繼續維護您的史考特經紀賬戶，您接受此合約的規定並受到法律的約束。

II-D. 訂單、執行及賬戶月結單；取消與修改要求；延遲及更正報告

訂單、執行及賬戶月結單。 我們可能將您授權的訂單遞送到會在任何一家證交所或其它這類交易進行的市場中心，或者我們可以自己執行訂單。您了解我們不會讓您直接與此市場聯繫。無論您下的是市價單、限價單還是其它類型訂單，您都了解您會得到該訂單在市場執行時的價格。尤其在市場交易量高、流動性小、變化迅速或變化無常、或下大筆訂單時，您得到的執行價格可能不同於下單時發佈的報價，您的訂單可能以不同價格部分執行。我們不接受由郵寄、商務遞送或電子郵件發送的下單指示。您了解您負責及時查閱所有交易確認單和賬戶月結單。這些確認單和月結單應被視為是您同意的且具有約束力，除非您在送達後10天內書面通知我們。您同意您負責監控所有未成交訂單。如果您下了取消前有效（“GTC”）訂單，您了解該訂單會受到我們網站發佈的GTC訂單取消時間表的約束。否則該訂單會維持其有效狀態，直到訂單執行、您取消了訂單或由於公司決策、重組或運作原因訂單被我們取消。

取消與修改要求。 您了解訂單可能無法取消或修改。任何試圖取消或修改只是呈送取消與修改的要求。我們不會因無法取消或修改訂單而負責。您了解並同意，如果一個訂單無法取消或修改，您將對初始的訂單執行負責。您還了解修改、取消並替換訂單可能會造成訂單的超額執行或重覆執行，我們的系統不能防止訂單的超額執行或重覆執行，您將為此類訂單執行負責。如果您輸入了取消某個訂單的要求，您同意要等到訂單取消已生效並確認之後再輸入另一個替代訂單。您同意在收到我們的訂單已被執行或取消的報告（如下所述）之前，不要以為訂單已被執行或取消。在您輸入另外的訂單之前，您有責任了解您尚未成交訂單的狀況。當對某訂單狀況不清楚時，您同意立即聯繫我們。

延遲及更正報告。 當您的訂單執行時，我們通常會收到電子訊息（一份“報告”）通知我們訂單的狀況，包括但不局限於訂單是否成交以及成交的價格。然而，我們不是總能夠及時收到報告（一份“延遲報告”）。由此，您會收到一份延遲報告。您也會收到對前一份報告進行更正的報告，包括執行價格錯誤。儘管報告延遲或報告由另一份報告進行更正，您承認您得到的價格是您的訂單在市場真正成交的價格。

II-E. 止損價單 - 風險及公開聲明

止損價單(Stop-on-Quote Order): 止損價單是在NBBO（全國最佳買賣價）達到或超過特定水平或激活點（稱為止損價格）時買入或賣出證券的訂單。所有止損價單（包括止損限價單和跟蹤止損價單）的激活事件會發生在買方價（賣單）或賣方價（買單）達到或超過您的止損價時。為了應對異常市場的波動性，美國證監會(SEC)實施了Reg NMS計劃，該計劃為整個市場提供了上限價位和下限價位(LULD)機制，其目的是為了避免納斯達克全國市場(NMS)的股票在特定的價格帶以外成交，在價格變動更加顯著和經久時將交易暫停，止損價單將在可執行報價上激活並成交。報價在特定的價格帶以內方被認為是可執行報價。一旦激活，止損價單會變成市價單，然後作為市價單處理。根據市場條件，一旦止損價單被激活，不保證執行價格，且收到的價格可能與您的止損價格相差幾點。

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. 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. In addition to trades, trailing stop-on-quote orders for a NASDAQ or Over-the-Counter ("OTC") equity security may be triggered by the national best bid without the need for a trade.

You are responsible for reviewing and maintaining your trailing stop-on-quote orders in order to avoid conflict or duplication of orders. Scottrade does not guarantee that conflicting orders will be prevented, and resolution of conflicting or erroneous trailing stop-on-quote orders will be at your risk and expense. Scottrade, its agents and information providers cannot and do not guarantee the accuracy, sequence, completeness, timeliness, merchantability or fitness for a particular purpose of this service.

Neither Scottrade nor any of its agents and information providers shall be liable to you or to anyone else for any loss caused in whole or in part by its negligence or omission in entering or not entering orders or interpreting, reporting, or delivering any information or data through this service. This includes your waiver for any consequential, special or similar damages, including but not limited to lost profits, trading losses, damages resulting from inconvenience, or loss of use of the service. This service may be discontinued or limited at any time and without prior notice. Trailing stop-on-quote orders have unique risks, and by continuing to utilize this service you acknowledge that you have read, understood and accept the above Risks and Disclosures as they are modified and posted on the Scottrade website.

II-F. Order Routing and Payment for Order Flow

Consistent with the overriding principle of best execution, we generally route orders for listed and over-the-counter equity securities and options to market centers, including exchanges, securities dealers who make markets over-the-counter, and alternative trading systems such as ECNs. We take a number of factors into consideration in determining where to route clients' orders, including: the speed of executions, quality of executions (price improvement relative to the National Best Bid Offer, or "NBBO" in any one market center), automatic execution guarantees, the availability of efficient and reliable order handling capability, the liquidity offered by the market 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. SEC rules require all brokerage firms to make publicly available quarterly reports describing their order routing practices. These quarterly reports describe how and where client orders are routed and are available on our website.

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 branch office or independent investment advisor (if your Account is an SAS Account). 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. 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.

跟蹤止損價單和止損價單類似，但是您不設定止損價格，而是設定止損條件，設立一個移動的（跟蹤）激活價格。您可以用點數或百分數輸入止損條件。此訂單在史考特的服務器上以不保留，盡最大努力執行方式（not held, best-efforts basis）維護。這意味著我們直到您的止損條件達到了以後才會將訂單送至市場中心。如果您的止損條件已達到，我們會將您的訂單作為市價單送至市場中心。和止損價單類似，跟蹤止損價單將在一個可執行的報價激活並成交。正如正常的止損價單，您的訂單可能不會以您的止損價格成交，特別是在某些快速變化市場的情形下。我們的跟蹤止損服務以“如此（as is）”提供，所以服務可能會有延遲、刪略或不準確。跟蹤止損價單會根據史考特的 GTC 訂單取消時間表被自動取消。史考特將不對因系統故障或由報價數據問題所影響到的跟蹤止損價單負責。跟蹤止損價單會面臨由機械故障、系統中斷、一些公司行動（如現金股利）和數據傳送錯誤造成的風險，包括跟報價數據有關的錯誤。如果報價失誤或沒有收到報價，訂單也許會被錯誤地送出，或沒有送至市場中心。在波動的市場條件下，NBBO（全國最佳買賣價）報價的快速變化可能會激活止損條件。偶爾，快速的報價變化或超出範圍的報價可能會激活您的止損條件。為了努力避免某些市場數據的風險，跟蹤止損價單不會在以下條件下激活：（i）出現在盤前或延長時段中的交易；（ii）延遲報告的交易；（iii）次序之外的交易；（iv）外部當時存在的最佳買賣報價交易，除非是外部第三個最佳買賣報價交易。除交易外，那斯達克或櫃檯（OTC）股票的跟蹤止損價單可能在不需要交易的情況下以全國最佳買賣價激活。

您有責任查看並維護您的跟蹤止損價單，以避免衝突或重覆訂單。史考特不保證能夠避免衝突的訂單，您將負責解決衝突或錯誤的訂單所造成的風險和花費。史考特、其代理人及資料提供者不能也不保證此服務的特定目的準確性、次序性、完整性、及時性、可銷性或適合性。

史考特、其任何代理人及資料提供者不能也不會對您或任何其他人士由於在輸入或沒有輸入訂單、解釋、報告或通過此服務傳送任何資訊和數據時的疏忽、省略而造成的損失負責。這包括您免除任何繼發的、特別的或類似的損失，包括但不局限於利潤損失、交易損失、由不便造成的損失或無法使用此服務造成的損失。此服務可能會在任何時候不提前通知就被停止或限制使用。跟蹤止損價單有其獨特的風險，為了繼續使用此服務，當上述聲明、規定和條件被修訂並公佈在史考特網站時，您承認已閱讀、理解並遵守它。

II-F. 訂單流程及訂單傳送支付的回佣

鑒於訂單優先執行的原則，我們通常將掛牌交易的證券、櫃檯證券和期權交易的訂單遞送至市場中心，包括：證交所，櫃檯（Over-the-counter）造市的券商，和諸如 ECN 的非傳統交易系統。我們在決定怎樣遞送顧客的訂單時，考慮到幾個因素，其中包括執行速度，執行質量（在任何一家市場上相對全國最優買價（NBBO）的價格優越程度），自動執行保證，提供有效及可靠的訂單處理能力，某市場提供的證券流動性，服務檔次，執行訂單的費用，及我們從市場中心獲得的回佣，但當所有其他影響最佳執行的因素相同時，回佣僅是一個因素。美國證監會（SEC）規定所有證券公司必須每季公佈他們如何遞送訂單的慣常做法。在我們的網站公佈的季度報告中描述了客戶訂單遞送的方式及地點。

除了上述的季報以外，SEC 條例還要求證券公司在顧客的要求下，提供前 6 個月此顧客訂單被遞送市場的名字；無論訂單是否是直接或間接的，以及訂單執行的時間。如果您希望獲得上述遞送資料，請聯繫您當地的史考特分行或獨立理財顧問（如果您的帳戶是 SAS 帳戶）。在將客戶的訂單遞送到一定的市場中心執行時，我們會收到回佣，例如以每股配置、流通回扣、或利潤分享配置。在書面要求下，我們可以透露與您交易有關的回佣及來源。您了解我們因遞送訂單到不同的市場而收到的回佣被認為是降低我們成本的，將不會積存到您的帳戶裡。

II-G. 不推薦當日沖銷

由於提供電子下單交易的媒介，我們並不提倡、推薦或贊成被通常認為是“當日沖銷”的行為——這是在同一天內針對同一證券既買又賣的行為。當日沖銷涉及到獨特的風險，您同意在通過我們的設施進行當日沖銷交易前要了解有關當日沖銷的風險。更多有關當日沖銷風險的更多訊息可在 www.scottrade.com 的當日沖銷風險公開聲明中找到。您在開設賬戶時承認您收到並閱讀了史考特當日沖銷風險公開聲明。

II-H. 延長時段交易風險公開聲明

以下為延長時段交易所具有的增加風險。如果您對於這些風險有顧慮，您不應在延長時段下單。您輸入此類訂單時，您承認您已仔細考慮了延長交易時段的風險及其對您的適合性。

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 7 a.m. to 9:28 a.m. ET, Monday through Friday on days when the market is open. (effective September 2013, pre-market trading begins at 6 a.m. ET). 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.

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-

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 to market professionals.

定義。 延長交易時段交易是部份那斯達克和掛牌證券在正常交易時段之前或之後經由電子通訊網路 (ECN) 所做的交易。期權不能在延長交易時段交易。ECN 以特定的 (限價單) 價格匹配買單和賣單。若您想經由 ECN 購買股票而沒有相應的賣單匹配您的買單, 在有合適的賣單前, 該訂單將不會被執行, 相反亦然。

延長時段的交易不會受時間與銷售的保護。

交易時段。 盤前交易時段是從市場開市的週一到週五, 美東時間早上7點到早上9點28分 (從2013年9月開始, 盤前交易時段的起始時間為美東時間早上6點)。盤後交易時段是從市場開市的週一到週五, 美東時間下午4點02分到晚8點。延長時段交易 (盤前與/或盤後) 可能會在任何一天不提前通知的情形下無法操作、延遲、中斷或提前取消。當正常交易時段在美東下午1點結束時, 盤後交易將在美東時間下午1點02至下午5點進行。

限價單。 在盤前和盤後交易時段您只能輸入當天有效的限價單。如果您的訂單沒有執行, 它將會在當天延長交易時段結束時失效。此訂單將不會自動轉移到次日的交易時段。延長時段訂單可以被修改和取消; 然而, 這些訂單受之前執行的約束。您將對您初始價格的訂單負責。您不能將正常時段交易的訂單改為延長時段的訂單交易。盤前和盤後交易時段的交易是分開的交易時段, 這兩個時段的訂單是不相連的。訂單的限定條件不適用於延長交易時段。所有當天執行的訂單受 3 天交割日的限制。

低流動性風險。 流動性指的是市場參與者買賣證券的能力。總體來說, 市場上訂單越多, 流動性就越高。高流動性容易使投資人買進或賣出證券; 從而, 投資人更可能支付或得到比較有競爭力的價格。延長交易時段的流動性可能比正常交易時段低。因此, 您的訂單可能只有部分執行或根本不能執行。

高波動性風險。 波動性是指證券在交易時的價格波動範圍。總體來說, 波動性越高, 價格的變化就越大。延長交易時段的波動性可能比正常交易時間高。因此, 您的訂單會可能只有部分執行或根本不能執行, 或您在延長交易時段得到的價格可能沒有正常交易時段的優越。

價格變化風險。 在延長交易時段交易的證券價格也許並不反映正常交易時段在當天結束或第二天一早開盤的價格。因此, 您在延長交易時段得到的價格可能沒有正常市場期間的優越。

大價差風險。 價差是指一支證券買價和賣價之間的差額。延長時段交易的較低流動性及較高波動性會造成某一證券的買賣價差大於正常價差。

市場斷連風險。 基於延長時段交易系統或當天的時間, 在某特定延長時段交易系統顯示的同一股票價格並不與其它延長時段交易系統同時顯示的價格相吻合。從而您在某個延長時段交易系統得到的價格可能沒有另一個延長時段交易系統的價格優越。

新聞發佈風險。 發行證券的公司在延長交易時段發佈的新聞通常會影響其證券價格。同樣, 重要的金融訊息通常是在正常交易時段以外發佈的。在延長交易時段, 這些新聞可能在交易期間發佈, 如果同時加上有較低的流動性及高度波動性, 則會影響並造成證券價格誇大及無法支撐。

缺乏底層指數價值或日間指示值 (簡稱 "IIV") 計算或傳播的風險。 在延長交易時段, 對於某些衍生證券產品, 可能沒有計算或者傳播底層指數價值或者 IIV 的更新訊息。由於底層指數價值和 IIV 在正常交易時段以外沒有被計算或者普遍傳播, 那些無法在這些時段計算某些 UTP 衍生證券產品的隱含價值的投資人與市場專業人士相比處於不利的地位。

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. 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 from 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 a Scottrade Bank Account 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 or fiduciaries that may or may not be included as a joint account holder or fiduciary 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: transfer funds to a Scottrade Bank Account for subsequent withdrawal, execute trades, and transfer 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 or a fiduciary on your Scottrade Brokerage Account, will also have access to your Scottrade Bank Accounts, 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.

II-I. 國際投資的特殊風險因素

雖然您在投資任何股票或證券時會承擔風險，但國際投資有一些特殊風險。這些特殊風險包括：貨幣匯率變化；政治、經濟和社會事件；潛在的市場流動性不足；訊息較少；對外國法律補救辦法的依賴；以及不同的市場結構和操作。您可以通過不同方式進行國際投資：共同基金、ETF、美國存託憑證（ADR）或美國存託股份（ADS）、在美國交易的外國股票或直接投資外國市場。在 www.sec.gov/pdf/ininvest.pdf 題為“國際投資：了解事實”的 SEC 材料中了解更多有關國際投資的訊息。對於共同基金，您可以直接從特定共同基金獲取該基金的公開說明書。對於 ETF，您可以從特定 ETF 或其交易所獲取更多訊息。雖然多數外國股票以 ADR 的形式在美國市場進行交易，但有些外國股票在美國市場的交易形式和它們在其當地市場的交易形式相同。美國有不同的交易市場，ADR 或外國股票的可用訊息取決於它們的交易地點。

如果您想在外國市場直接買賣股票，史考特可能可以處理您的訂單。外國交易市場的運作方式一般不同於美國市場；例如，交易結算和交割的時段可能不同，且報告可能沒有那麼快產生。在外國市場，為託管銀行或託管人所持股份的妥善保管而提供的規則可能沒有那麼完善，並且如果託管方有信用問題或破產，您的股份可能有不受保護的風險。國際投資的交易成本，如貨幣兌換、費用和稅務，可能比美國貴很多。

II-J. 連接賬戶的相關警示

作為提供給經紀賬戶客戶的一項服務，史考特可能為您提供開設史考特銀行賬戶的選擇。您了解如果您選擇開設史考特銀行賬戶，它將自動與您的史考特經紀賬戶直接相連。開設史考特銀行賬戶，您將有機會添加共同賬戶持有人或託管人，這些人不是您史考特經紀賬戶的共同賬戶持有人或託管人（“其他銀行賬戶方”）。您了解、承認並同意，如果您向此類其他銀行賬戶方提供有關您史考特經紀賬戶的訊息以便此類其他銀行賬戶方在您的史考特銀行賬戶中在線查看或交易，則其他銀行賬戶方將可以進入您的史考特經紀賬戶且不會被阻止使用所提供的功能，包括但不局限於：為隨後提款所做的轉賬、執行交易和從史考特經紀賬戶轉出證券。

您還了解、承認並同意，任何您授權代表您在您的史考特經紀賬戶中進行交易的人，如共同賬戶持有人或您史考特經紀賬戶的託管人，也將可以進入您的史考特銀行賬戶，因此可以在您的史考特銀行賬戶中執行交易，包括但不局限於存款、提款和匯款。史考特將在您開設史考特經紀賬戶時為您提供一個用戶名和密碼（之後您需要替換密碼）。您同意保護您的用戶名和您的初始及所有後續版本的用戶名和/或密碼。您了解並同意史考特和史考特銀行都不會因您或您授權代表您進行交易的人未能維護您的用戶名和密碼的保密性而造成的任何安全故障負責。

您了解史考特和史考特銀行都不會對您或您授權代表您的人在您史考特經紀賬戶或銀行賬戶中的行為或不行動進行審核。您了解並同意您全權負責查看您史考特賬戶中的行動，並且如果您認為有人未經您的授權使用您的登入訊息（用戶名和密碼）登入您的賬戶，您會及時通知史考特。您同意，由於您或您授權代表您的人（或由您提供您史考特賬戶訊息的任何人）的行為或不行動所產生的任何責任、索賠或花費（包括律師費用及支出），您不會追究史考特及其執行官、董事、雇員、代理人 and 附屬機構的任何責任。您了解並同意史考特和史考特銀行都不會因您或您授權代表您進行交易的人未能維護您史考特經紀賬戶和/或史考特銀行賬戶的用戶名和密碼的保密性而造成的任何安全故障負責。

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.

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.

Cancelations. If you cancel an order, verify the cancelation before placing another trade. Orders can only be canceled if they have not been executed. While Scottrade may submit your cancelation request to the market center, this does not mean it was canceled. The cancelation request will show as pending in your online account activity until we receive acknowledgment from the market center that it 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: www.sec.gov/investor/online.shtml
- Online Trading FAQ: www.finra.org/investor/information/investmentchoices/onlineTrading/p005931
- Investing Online Resource Center: www.investingonline.org
- Guidance To Investors Regarding Stock Volatility and Online Trading: www.finra.org/investor/information/investmentchoices/onlineTrading/p005932
- Online Trading in Fast-Moving Markets: www.sec.gov/investor/oubs/onlineTips.htm
- Purchasing on Margin, Risks Involved with Trading in a Margin Account: www.finra.org/investor/information/investmentchoices/marginInformation/p005927
- Understanding Margin Accounts, Why Brokers Do What They Do: www.finra.org/investor/information/investmentchoices/marginInformation/p005922

III-A. 網上交易的風險

網上交易和波動的市場存在獨特的風險。您應當了解這些風險以便採取措施降低此類風險。以下為您提供了初步準則，包括有關政府及管制機構的額外資源來幫您衡量網上交易的風險。

明智地輸入訂單：當在網上輸入訂單時，明智策劃是至關重要的。要了解您要買賣的證券，並知道您每個投資的目標。最重要的是要了解您的風險耐受度以及每個投資所涉及的風險。

報價：在您下一個股票的訂單以前，應當看一看這個股票的報價。如果您下的是買單，要查看賣方價（即 Ask，這是市場給這個證券的賣出價）。如果您下的是賣單，您應查看買方價（即 Bid，買主願意買的價格）。這是您將要支付或者得到的買賣證券的指示價格。與報價一起，證券的交易量將告訴您從市場開盤到報告交易期間股票的交易量。史考特交易網站為非專業訂閱者提供即時報價。重要的是要意識到即時報價並不保證您的訂單會按照那個價格成交；因為有時即時報價也可能會延遲，市場可能會變化太快，另一訂單也會優先於您的訂單，也可能有其它原因會推遲您的訂單執行。

快速市場。快速變化的市場（或稱為快速市場）中，買方價和賣方價的變化都很快。例如，那些新上市公司的證券（IPO）價格特別容易於波動。如果一支股票的交易量很大，您的訂單也許會延遲執行。從您得到即時報價並送出您的市價訂單，到您的訂單確實執行，這期間價格會有很大的變化。如果您下單時即時報價顯示現在的賣方價是\$100，而當您的訂單執行時，價格也許會達到\$110，您則要支付\$110。這種情形可能會造成您超出您賬戶的結餘。在下單時，特別是在快速市場下市價單時要特別當心。

訂單排列。儘管我們自動將多數某種一定數量的訂單遞送到市場中心，但有時我們會暫停自動遞送。這是由於訂單量或其它訂單參數的改變、快速市場、訂單排列、其它市場或運作的原因。

限價訂單。您下了市價單（除非在交易當日的最後幾分鐘），您的訂單通常會被執行；然而，這並不能保證您訂單執行的價格。為了把握價格的不確定性，您可以下所謂的限價單。限價單讓您指定想要訂單執行的價格。如果您下了訂單要買進股票，您可以設定一個您願意的價位或比之更低的價格買進。限價單的優點是可以保證您不超付您限定的價格。缺點是如果市場向上走的話，您的訂單將不會被執行，您則不能擁有您想購買的股票。儘管限價單保證特定的價格，但不保證您的訂單執行。另一方面，市價單基本上保證您訂單的執行，但不保證一定的價格。您在下限價單和購買波動極高的股票時，您應考慮此舉是否適合您的投資策略。

訂單狀態。在網上送出訂單與訂單執行是不同的概念。當您送出一個訂單時，您將會得到一個表示我們已收到您訂單的參照號碼。在多數情況下，這個訂單會自動遞送到市場中心。但在某些情況下，訂單會被審查和批准後再送市場中心。史考特可能會以多種理由拒絕您的訂單，例如，您試圖賣空我們股票借貸部門沒有批准、難以借到的股票。多數情況下，您會收到您訂單執行或您有尚未執行的訂單的通知。在某些情形下，市場中心也許會延慢給史考特的執行報告，所以您不應以為您的訂單沒有送出。

訂單取消。如果您取消訂單，一定要確認取消成功後才能下另一張訂單。只有還沒有執行的訂單才可以取消。儘管史考特會將您的取消請求送到市場中心，但並不意味著訂單已被取消。您的取消請求在您網上賬戶活動頁面會顯示等待取消，直到我們從市場中心那收到訂單已被取消的回執。

系統運行。我們的網站偶爾可能會無法進入。史考特的系統在設計上可以應對快速市場引起的大量使用，但無論是我們或任何一家網上券商無法保證系統在任何情況下都萬無一失。如果您遇到問題，您始終可以聯繫您當地的史考特分行或使用電話通訂單輸入系統來下單。

額外訊息。美國證監會（SEC）以及金融行業管理局（FINRA）在以下所列出的網站提供額外訊息：

- 互聯網以及網上交易: www.sec.gov/investor/online.shtml
- 網上交易常見問答: www.finra.org/investor/information/investmentchoices/onlineTrading/p005931
- 網上投資資源中心: www.investingonline.org
- 高波動股票以及網上交易投資人指南: www.finra.org/investor/information/investmentchoices/onlineTrading/p005932
- 快速變化市場中的網上交易: www.sec.gov/investor/pubs/onlineTips.htm
- 融資融券購買：在融資融券賬戶中交易所涉及的風險: www.finra.org/investor/information/investmentchoices/marginInformation/p005927
- 理解融資融券賬戶，券商運作機制: www.finra.org/investor/information/investmentchoices/marginInformation/p005922

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 above "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.

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 Area, Philadelphia Stock Exchange, S&P, Thomson Reuters, IDC, Bloomberg, etc.) that make "Market Data" (e.g., last sale prices, bids, 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 this Agreement contemplates. You shall pay the reasonable attorneys' fees that any Data Disseminator may incur in so enforcing this Agreement.

III-B. 電子交易系統風險；責任限度

電子交易系統風險。包括史考特系統在內的以電子或計算機為基礎的設施和系統，具有會中斷或發生故障的脆弱性，從而有時會無法使用。我們不能保證任何或所有的電子方式會在某一時刻可以使用。您同意如果不可以使用電子方式，您必須選擇其它方式來使用賬戶、進行交易及其它賬戶活動，這些方式可能會延誤您使用賬戶或者進行交易的能力。

責任限度。您認可我們的系統是“此樣 (as is)”的，並沒有任何表明或隱含的保證，包括但不局限於，隱含地保證、可買實性或適合某一特別使用、目的、應用及適用性；及時性；無中斷；或任何隱含的自由交易使用、交易過程或施行過程的保證。無論在任何情形下，我們不應對任何懲罰性的、間接的、偶然的、特別的或繼發的損失或損壞負責，這包括業務、利潤或信譽上的損失。我們不對由任何原因造成的系統延遲或中斷負責，原因包括但不局限於由軟件或硬件的故障、政府、交易所或其它的管制裁決；天災、戰爭、恐怖活動或我們有意的行為。您明白我們的系統可能會延遲或中斷，包括那些由於系統維護目的而認為造成的延遲或中斷。您了解我們會提供上述其它的交易方式但我們不能保證其它的交易方式會在某一特定時刻可以使用，我們不應對訂單的執行延遲負責。無論在任何情形下，無論任何行為方式及您所遭受到的損失，我們的賠償不應超出在此行為發生的某個月份內您付給我們的佣金及費用。

III-C. 史考特網站的使用

這裡的“網站”是指史考特的網站 (www.scottrade.com, www.scottrader.com、trading.scottrade.com 以及額外我們所註冊的網站)。這些網站提供訊息和內容。“內容”包括賬戶庫存、活動、餘額、交易狀態、月結單、交易確認以及其它賬戶相關的數據。我們網站的內容是以方便客戶目的而提供，但可能不準確或過時從而不予以保證。您同意一直要依據您的交易確認和賬戶月結單作為您賬戶的官方記錄。“訊息”是第三方向我們提供的金融或投資訊息，包括市場數據、新聞、研究、分析、評論和工具。在我們網站的訊息是由我們認為可靠的來源提供，但是不予以保證。在我們網站提供的訊息不是為您賬戶量身訂制，您明白這些訊息不是就您是否適合買賣某一證券的建議。我們可能會在不另行通知下就在我們的網站上更改、修訂、修改、添加、更新、刪除或終止任一部分的內容或訊息。我們的網站可能會包含訪問第三方網站的超鏈接。我們不對在第三方網站上的訊息和內容負責。一經開設賬戶，您確認您已經收到、閱讀並同意在我們網站上的史考特網站條例與規定。

III-D. 市場數據、新聞和其它訊息

市場數據，新聞及其它訊息。您同意我們網站提供的市場數據，新聞及其它訊息是為您私人使用的，您不可以任何形式轉發或重新發布。我們可以在任何時候，不另行通知就自行終止您獲取上述訊息。您了解為您提供的訊息是從我們認為是可靠的來源獲得、在我們最大的努力的基礎上披露，我們不能保證訊息的準確性或完整性。我們不保證此訊息的提供不會有中斷。您還了解提供此類訊息並不構成我們對任何一種證券的買賣的推薦，或在提供任何理財，稅務或法律方面的諮詢。更確切一點，對於市場數據，您同意以下：

- 提供“市場數據”（例如：最新買賣價格、買方價、賣方價或其它提供的訊息）的“數據傳播者”（Data Disseminators）（紐約證交所、那斯達克、期權價格報告機構以及它們的訊息處理者及這些數據傳播者的組成部分，包括芝加哥期權交易所、紐約證交所市場中心、全國股票交易所、BATS Exchange, Inc.、紐交所 Arca, 費城交易所、標準普爾、湯森路透、IDC、彭博 Bloomberg 等）擁有所有它們提供的所有市場數據；
- 我們或任何數據傳播者都不保證任何市場數據的及時性、連續性、準確性或完整性；
- 無論是否由於疏忽行為或由於數據傳播者或史考特的懈怠造成的，數據傳播者和/或史考特不應對由於不準確、錯誤、省略、延遲、中斷或不運作造成的損失或損害負責。無論任何情況任何數據傳播者或史考特都不應對由於無法或不便使用市場數據服務造成的偶然的、特別的、間接或繼發損害負責，包括但不局限於，利潤損失、交易損失或損害。
- 數據傳播者或史考特都不以任何理由為終止市場數據的提供或改變其傳播方式而負責；
- 市場數據是為您私人使用而提供的，禁止您提供給其它人或實體；
- 數據傳播者或史考特可以在任何時候終止您獲取市場數據；
- 此合約是維護史考特和數據傳播者的明確利益的，所以作為第三方收益人的數據傳播者會以法律程序來施行此合約，或對您或其它人在此合約欲意外的連接及使用採取法律措施。數據傳播者由於強制履行此合約而造成的律師費用必須由您來承擔。

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.

Section IV: Margin Agreement

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.

除了上述規定外，您同意您將 (i) 不用任何軟件工具、程序或指示 (除了通過標準瀏覽器連結網站以外)、自動設施、自動或人工程序來監視或獲取由我們網站提供的數據及內容; (ii) 不使用任何設備、硬件或軟件來繞過史考特的安全系統; (iii) 不中斷或企圖中斷任何史考特網站或市場數據、新聞或應用軟件的正常工作狀態; (iv) 不修改或更改史考特的軟件; (v) 或用任何軟件或程序來獲取超出史考特限定的數據額度，包括任何企圖超越或已超越史考特所限定同時獲取資料的股票數量; (vi) 只能用人工要求的方式來獲取訊息，而不是用 macro 程序或其它自動的方法; 和 (vii) 不做任何會或可能對史考特基礎設施或網路服務器造成超負荷非正常運轉的行為。您同意不散發任何會違反此合約中條件及規定的軟件或指令。您還同意違反此章節中的任何規定將給史考特造成不可補償的損失。所以，如果有違反或企圖違反規定的行為發生，史考特應在其它補償辦法的基礎上擁有一定的權利 (i) 特別強制執行此規定，和 (ii) 阻擋及禁止您違反或企圖違反規定的行為。

III-E. 使用我們軟件的許可

針對史考特精華報價交易平臺 ScottradeELITE 的用戶和其它我們為您提供下載軟件的系統，我們授予您、且您同意接受非獨家、非轉讓的許可來使用我們專有的軟件 (簡稱“我們的軟件”)。我們軟件的產權仍然是專屬史考特的財產，包括但不局限於，所有有關的專利權、版權及商標權。您應以史考特的所有權以及此協議中所賦予的權利方式來保護及維護我們的軟件，將不出售，或交換，或將我們的軟件轉讓給他人。我們有權立即獲得禁止令來緩解前述行為所帶來的威脅。對於我們的軟件，除非有史考特的總律師顧問的書面允許，您不可以拷貝、修改、翻譯、解輯、逆反設計、打開或將其解壓到人們可以閱讀的形式，或改編我們的軟件從而創造衍生作品。任何對我們為您提供軟件的更新、替換、修訂、強化、附加、轉換將受此合約的限制。您同意我們不對由於您使用我們的軟件所造成的任何損害負責。

第四章：融資融券協議

您在史考特開設融資融券賬戶時，您同意前述及以下的規定。

IV-A. 融資融券貸款

我們可以在自行判斷下，給您貸款對證券、期權或其它財產進行購買、持有或交易 (簡稱“融資貸款”)。融資貸款只可以提供給融資融券賬戶。您同意您獨自負責來決定就您的財務資源、目標和其它相關的情形，融資融券交易對您是否適合。您明白史考特不會為您做這種決定。鑒於管制機構的要求，無論提交給我們的抵押品是多少，我們都會自行制定任何融資貸款的最低及最高限度，而且我們會隨時更改最低及最高限度。

IV-B. 維持足夠融資保證金的要求

您的融資融券交易必須始終維持由我們、FINRA 和聯邦儲蓄委員會制定的起始保證金 (initial margin) 及維持保證金 (maintenance margin) 的要求。您應一直監視您的賬戶並確認您的賬戶內始終都有維持足夠的淨資產來滿足有關保證金的要求。我們可能隨時自行更改開倉和新庫存保證金的要求。我們要求的保證金 (公司自身的要求) 可能超過某證交所或協會的規定限度。如果您賬戶沒有足夠的餘額來滿足保證金的要求，我們會拒絕任何訂單，並會因為需要確認您賬戶的正確的保證金的狀況從而延遲處理您的訂單。您應在沒有我們的通知或要求下，繼續保持賬戶有足夠的餘額來始終滿足保證金的要求。這裡提供的、用於計算保證金的一般公式只是說明性的，不一定準確反映當時某一特定時刻實際的保證金要求。您了解我們沒有義務：(i) 當賬戶低於最低保證金要求時，索求額外的證券或資產; (ii) 通知您這種不足的情形; 或 (iii) 允許您時間來存入額外的證券或其它資產。您同意及時滿足所有的保證金催繳通知。對於於起始保證金，聯邦儲蓄法規 T 和 FINRA 法則 4210 要求所有融資融券賬戶必須維持 \$2000 最低淨資產 (屬於 FINRA 法則 4210 規定的“慣性當日沖消”則需要 \$25,000); 融資融券賬戶在購買或者賣空時必須滿足 50% 起始保證金要求。對於維持保證金要求，如果您賬戶的淨資產額低於市值的 30% (非美國居民國際賬戶是 50%) 我們通常會發出追繳通知 (要求立刻存入額外抵押的通知)。在某些諸如 (但不局限於) 庫存過於集中、低價股票或過於活躍股票的情形下，我們可能會要求比正常起始或維持保證金高出許多的抵押。我們保留以當日為基礎計算上述項目的權利。

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.

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.

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 \$12.50 per share. On securities priced between \$5 and \$12.50, 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, replighted, 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-C. 保證金追繳通知

保證金追繳通知可以由書面、電話、電子遞送或其它通訊方法發出。在有些情況下，例如過於活躍的市場，當您賬戶的淨資產比率低於 30%時，我們也可能不會立即發出追繳通知。無論是口頭或書面的追繳通知、買進或售出通知，您都有責任立即採取行動。如您不及時應對追繳通知存入額外資金或證券，無論您賬戶淨資產的高低，我們都可能平倉您賬戶中部分或全部證券。儘管我們通常會試圖通知您追繳通知並給您機會為賬戶存入額外的資產來保全賬戶，但我們保留在不另行通知或不給您機會存入額外資產的情況下立刻自行採取措施平倉任何和全部證券的權利。無論史考特過去是否有發送書面或口頭通知的慣例或現在的通過書面或口頭通知的金額、平倉時間或到期日延長期是否與實際的不同，此自行決定都是適用的。無論是地區時間的差別、文字解釋的差異或電匯資金的延遲，此自行決定都是適用的，並包括自行選擇平倉哪一個證券及平倉的順序。在我們被迫以您的名義來清倉您的庫存證券保護我們作為債權人的利益之前，您有責任監視並平倉您的庫存證券來盡量減少您的損失。若賬戶清倉價值為負值，我們保留自行平倉任何賬戶任何庫存的權利。

IV-D. 欠款利息費用

您同意償付所有在融資融券賬戶欠款的利息。您每日平均借款餘額的利息是由我們決定並可能隨時自行更改。利率受市場情況、借貸需求、券商利率 (broker call rate) 和/或主要利率 (prime rate) 的影響。我們可能會附加額外的折扣。利息每天累計每月結算公布一次，並根據一年 360 天來計算。使用 360 天一年計算的利息會比使用 365 天一年的要高。我們保留隨時且不提前通知即變更利率的權利。在計算利息前，我們會用您賬戶中的資金餘額來抵銷融資借款餘額。您明白除非您支付欠款，否則在每一收費期結束時您賬戶所收的利息將會被加在下一個收費期的起始結餘中。有關最新利率訊息，請訪問史考特網站 www.scottrade.com。

IV-E. 賣空

您同意在輸入“賣空”(賣出您沒有持有的證券)的訂單之前告知我們。您同意只有在融資融券賬戶才能進行賣空交易。您明白為了便於您的賣空操作，我們必須要借貸您要賣空的證券。我們可能會針對您的賣空進行收費，費用會制定在我們以前/當前的佣金費用明細表中。賣空庫存可能會被要求在交割的當天及之後買入補回。史考特不保證持有賣空庫存的最短時間。如史考特無法借到或再借到您要賣空的證券，或出於任何其它我們認為恰當的理由，我們會自行且不另行通知就買入補回(按當前市場的價格)您的賣空庫存，您有責任償還史考特由此而產生的任何欠款。融資融券賬戶會根據市場每天記賬一次(Mark to market)，任何賣空股票的上漲可能造成還未實現的損失，損失部分會加到您的欠款餘額中並會按上述的利率收取利息。同樣，賣空股票的下跌會減少您的欠款餘額。

如果股票貸主要以任一理由收回借給您的證券，例如收購提議(tender offer)，您如果不能及時買進送交，由此造成任何損失我們會追究您的責任。您同意如果市場狀況變化我們無法借到證券、貸主收回證券，或當 SEC 賣空管制規定(Regulation SHO)中有關平倉條款適用時，我們會試圖重借此證券，但您明白我們可能會在公開市場以前/當前的市場價格及情形補回賬戶中的賣空庫存。您明白您將對由此產生的任何與您賣空交易相關的損失、賣空回扣花費或開支負責。起始賣空保證金的要求是賣空總值的 50%，對於 \$12.50 或以上的證券，最低維持保證金水平是賣空證券市場價值的 135%。對於價格在 \$5 - \$12.50 之間的證券，最低維持保證金水平是每股 \$5 加上買入補回需要的成本。\$5 以下的證券不可以賣空。賣空所得的收入是幫助我們給您提供借貸保障的抵押，您不可以支取。您將負責支付您賣空證券所派發的股息。

IV-F. 證券借貸；證券、期權和其它財產的抵押

證券借貸。我們有權將您融資融券賬戶中的證券借貸給我們自己(作為主委託人或其他)或其他人，而沒有義務擁有並控制類似數量的證券。基於此類借貸的關係，我們會收到並保留一些您無權得到的利益(包括此類借貸抵押的利息)。此種方式借出的證券會全部或部分限制您行使投票的權力。

證券、期權或其它財產抵押。現在或以後由我們在您融資融券賬戶中持有、管理、維護的所有證券及其它財產，我們會在無另行通知的情況下，隨時一起或分別與其它證券或財產被抵押，再抵押，質押或再質押。我們收到的價值可能會大於您所欠的價值。任何由此類抵押所產生的損益或報酬將不會累計到您的融資融券賬戶中。SEC 法則 15C3-3 條要求我們必須要擁有或控制所有已全部付清的證券。作為融資貸款抵押的證券還沒有全部付清，因此不受此規定的限制。

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. Please contact your Scottrade branch office or independent investment advisor (if your Account is an 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 or 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, 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 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. Scottrade is not obligated to take any of these actions and we are not liable for losses should we not do so. Securities traded in the over-the-counter bulletin board and pink sheets and other thinly-traded securities may present particular trading risks, as they may be more volatile and are generally less liquid than securities traded on exchanges. Scottrade reserves the right to place restrictions on the trading of such securities or any other securities for any reason, without prior notice.

V-B. 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 agree to pay for any loss Scottrade may incur in closing out any such intentional or unintentional sales. 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.

IV-G. 融資融券交易風險和融資融券公開聲明

您了解融資融券交易（包括賣空操作）牽涉高度的風險並可能會損失大於您存入賬戶的本金數額。在融資融券賬戶中交易股票前，您應當仔細閱讀史考特經紀賬戶合約中第 IV 章節中的內容以及在史考特網站 www.scottrade.com 的合約和公開說明中心有關融資融券的訊息。如果您有任何顧慮和疑問，請聯繫您史考特證券分行或獨立的投資顧問（若為 SAS 賬戶）。當您購買證券時，您可以全部支付或者從史考特借貸一部分購買的成本。如果您選擇借貸資金，此動作僅能在融資融券賬戶中進行。在您賬戶中持有的證券是史考特貸款給您的抵押。如果您融資賬戶中的證券價值下跌，那麼您用於貸款抵押的價值也會減少，由此，史考特可以採取措施，例如發出保證金追繳通知和/或賣出在您史考特經紀賬戶中的任何證券或其它資產來維持在賬戶中所要求的淨資產比率。您應全面了解融資融券交易相關的風險。這些風險包括但不局限於：

- **您損失的資金數額會超過您存入融資融券賬戶的資金額。** 如用融資融券購買的證券貶值則需要您存入更多的資金，以避免您賬戶中這些或其它證券被強制賣出。
- **史考特可以強迫您賣掉您賬戶中的證券或其它資產。** 如果您賬戶中的淨資產低於最低維持保證金的要求，或史考特自身制定的要求，史考特有權賣掉您賬戶中的證券或其它資產來彌補保證金的不足。您將對賣出後您賬戶資金的不足負責。
- **史考特可以在不聯繫您的情形下就將您的證券及其它資產賣出。** 一些投資人錯誤地以為證券公司必須要聯繫他們，追繳通知才有效，證券公司不可以沒有與他們取得聯繫就平倉他們賬戶的證券及其它資產。其實不然。儘管史考特通常會試圖通知客戶追繳通知，但它並沒有義務這樣做。即便史考特已通知客戶並提供了客戶必須解決追繳通知的確切日期，史考特仍然可以採取相應的措施來保護其財務利益，這包括事先不通知客戶時就立即賣掉證券。
- **在處理追繳通知時，您無權選擇賣掉哪個證券或資產。** 因為證券是用於融資貸款的抵押，史考特為保護自己的利益，有權決定賣掉哪個證券。
- **史考特會不事先通知便隨時提高或者降低自身的保證金要求標準。** 這些政策的變更通常會立即生效，所以您賬戶可能會產生保證金追繳通知。您如果沒有滿足此通知就會迫使您賬戶中的證券被平倉。
- **您沒有資格獲得保證金追繳延期。** 雖然在某些特定情況下，可能允許延期解決保證金追繳，但您沒有延期的權利。史考特會自行判斷是否提供延期。

第 V 章：證券

V-A. 針對某些證券的責任

您有責任了解在史考特買入、賣出和維持所有證券的權利和規定，包括但不局限於：分股、重組、合併、名稱和代號改變、股息、期權代號和衍生品，以及任何現有的保險範圍及其局限所在。史考特雖然沒有義務，但仍可能會通知您即將到來的到期日和贖回日期，或在沒有您特定指示的情況下，以您的名義採取行動，除非有法律和管制權利機構的要求。某些證券可能會授予您有價值的權利，如果您對這些權利不採取一定的行動則會過期。這些證券包括債券、可轉換證券、認股權證、股權以及要約交換或者收回。您有責任知曉所有的到期和贖回日期，在何種情況下與您證券相關的權利可能會被收回、取消或者修改。如果任一此類證券將要到期作廢或者以低於其公平市場價值的價格贖回，而我們還沒有收到您的指示，我們可能會自行賣出證券並將賣出所得收入記入您的賬戶中。如果一個賬戶擁有期權庫存，在到期前最後一個交易日此庫存存在價內（in-the-money）\$0.01 或以上，此期權則會被自動執行。然而，史考特保留在到期日之前對任何期權庫存或者在到期後由於執行和指派而造成的任何庫存自行行使平倉的權利。您將被收取此類交易的經紀佣金。史考特沒有義務採取這些行動，如果我們沒有這樣做，我們不對損失負責。在櫃臺布告欄和粉紅單進行交易以及其它交易稀少的證券具有特定的交易風險，因為它們比在交易所交易的證券有更高的波動性和低流動性。史考特保留權利對這類證券以及其它證券以任何理由而不另行通知就附加限制。

V-B. 控制性或限制性證券

史考特一般不受理控制性或限制性證券的賣單。如果您已經存入或者想要在您的賬戶存入任何沒有註冊、附加限制的、或者控制證券，您同意要通知我們。您同意您不輸入由 1933 證券法案 144 或 145 (d) 管制的賣單。您同意支付史考特因您此類有意或無意的賣單而要平倉所造成的損失。如果您選擇在您的賬戶中存入任何控制性或限制性的證券，您明白並同意在您的賬戶中您將不賣出此類證券。

V-C. 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-limit-on-quote 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-D. Initial Public Offering Policy

Orders for Initial Public Offerings 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-E. Option Position Limit

The total number of option contracts associated with one equity or index may not exceed 2500 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.

V-F. Mutual Fund Investing; Mutual Fund Breakpoint Discounts Disclosure; No Transaction Fee Mutual Fund Program 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. 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.

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 **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.

Section VI: Client Information and Communication

VI-A. Brokerage Privacy Statement; Security and Confidentiality

Brokerage Privacy Statement. By opening your Account, you acknowledge you have received, read and agree to the Scottrade Brokerage Privacy Statement, which can be found online at 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.

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 into 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.

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V-C. 布告欄和粉紅單交易

由於布告欄和粉紅單股票內在的高波動性，史考特的政策是不接受這些證券的市價單、止損價單或止損限價單；僅可以輸入限價單。布告欄發行的股票在櫃臺交易（或場外 OTC），它們與納斯達克股票有所不同。這些股票的市值或者交易量不符合納斯達克的掛牌要求。另外，做市商較少而且報價不是絕對的，僅為指示價格。您可能還注意到買方和賣方的數量也比其它股票要少。由於這些原因，這類股票的流動性較低。做市商不受時間和銷售的限制（即不對您看到的報價負責）；交易是在盡力而為的基礎上執行。我們理解您會對收到的執行價格與您在時間與銷售窗口中看到的價格不同而感到懊惱，然而，這是市場條件所致，而不是史考特可以改變的。請注意交易布告欄和粉紅單股票具有極高的內在風險。

V-D. 首次公開發行股票 (IPO) 政策

當首次公開發行的股票在二級市場（在其掛牌交易所的第一筆交易後）開始交易後便可可在網上下單交易。下單前賬戶中必須要有結清的資金。如果使用融資交易，請注意 IPO 的價格浮動較高所以至少在 30 天內保證金維持要求為 50%。針對集中型賬戶所要求的保證金維持率仍然適用（參見本合約的 IV-C 章節）。

V-E. 期權庫存限制

任何在史考特維持的賬戶所持有的與某個股票或者指數相關的期權庫存不可超過 2500 個合約；這適用於單獨或與他人共有的賬戶。此庫存限制會不提前通知就加以更改。更多相關和其它政策可在史考特網站 www.scottrade.com 上的史考特期權合約中獲取。

V-F. 共同基金投資；共同基金臨界點折扣公開聲明；無交易費 (NTF) 共同基金計劃

共同基金投資。您可以通過史考特投資多種多樣的共同基金。史考特提供資料及服務不能被認為是誘導您買進或賣出某個基金。基金的購買會受到投資最低限額的限制，所有的交易將受到我們或基金公司是否接受的限制。如您在史考特輸入基金交易，您則認可您已收到、閱讀並明白描述相關投資風險的基金公開說明書。

共同基金臨界點折扣公開聲明。在投資共同基金前，重要的是要了解對您收取的銷售費、開支和管理費用以及您應得的臨界點折扣。理解這些收費和臨界點折扣將有助於您識別最符合您需要的最佳投資並幫您減少您的投資成本。史考特的共同基金臨界點折扣公開聲明可在史考特網站 www.scottrade.com 獲取。公開聲明提供了有關這些費用收取的一些背景資料，然而，每一種共同基金的銷售費、開支、管理費用以及臨界點折扣都會有所不同。一經開設賬戶，您承認您已經收到並閱讀了史考特共同基金臨界點折扣公開聲明。其它有關共同基金臨界點折扣的訊息可從 FINRA 網站 www.finra.org 獲取。

無交易費共同基金計劃。史考特的無交易費共同基金計劃 (NTF 計劃) 允許您通過史考特在網上投資無銷售費 (No-Load) 基金，而無需支付銷售費用或交易費用。通過史考特經紀人購買的無交易費基金仍會按照我們的佣金及費用明細表中制定的經紀人協助下單的費用收取。我們可能由於提供基金營銷服務，直接從參與計劃的基金公司或者第三方收取一定的報酬。這類報酬包含在基金的總體開銷比率中並體現在基金的業績數據中。詳情請參閱基金的公開說明書。您承認我們可能會不提前通知就更改或終止 NTF 計劃。如您通過我們進行共同基金的交易，您認可您已收到並閱讀描述相關投資風險的基金公開說明書。不在 NTF 共同基金計劃範圍之內的無銷售費基金 (No-load) 仍應遵循我們佣金及費用明細表中制定的交易費。

第 VI 章：客戶訊息和通訊

VI-A. 經紀賬戶隱私條例；安全和保密

經紀賬戶隱私條例。一旦開設賬戶，您承認您已經收到、閱讀並同意史考特經紀賬戶隱私條例，此條例可在史考特網站 www.scottrade.com 獲取並描述了我們在為您提供金融服務的過程當中如何收集您的個人訊息。

安全及保密。您同意您是賬戶唯一的持有人，您獨自、共同或分別（如適用）有責任保密及保護允許您上網使用我們交易系統的用戶名及密碼。您還同意您將對您或者您授權的任何人由於使用您的用戶名、賬戶號碼和/或密碼所發生的包括經紀交易、銀行交易以及其它交易在內的所有行為、不行動和其它任何活動負責。如果任何其他人士使用您的用戶名、賬戶號碼或密碼等任何保密資料而給我們與您的意圖相反的或未經您授權指示，您同意不追究史考特、其附屬機構以及各自的執行官、董事、雇員、代理人及附屬人員的責任。您將立即用電子郵件的方式或書面通知我們任何丟失、偷竊或非授權使用您的用戶名、賬戶號碼、密碼或其它保密資料。

VI-B. 通知；電子郵件和電子通訊；電子遞送許可

對您的通知。與您賬戶有關的所有通知和通訊，史考特會發送到您的電子郵寄地址，或在適用情況下，發送到您在經紀賬戶申請表上填寫或通過網上或者書面表格更新的住址或郵寄地址。史考特也可能會在服務器上發佈通知和其它通訊，您可以在登入賬戶後查看。史考特不會對由於時差或網上連接引起的通知問題負責。無論您收到與否，任何發送到您的電子郵件地址、居住或者郵寄地址的通訊都是投遞給您本人的。如果您的電子郵件地址、居住或郵寄地址有所更改，您同意要及時通知我們。通知我們：所有針對史考特的通知應以書面的形式郵寄到：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. 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 documents in HTML or PDF format. 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.

Consent to Electronic Delivery - Tax Statements. This Consent to Electronic Delivery of Tax Statements applies to statements of reportable information, 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 will 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. When consenting to the electronic delivery of Tax Statements, you affirm that you are able to access and operate: (i) one of the following Internet browsers: Internet Explorer version 6.0 or higher, Firefox version 3 or higher, Opera version 9.23 or higher, or Safari version 3.1.0 or higher; (ii) Adobe Acrobat Reader version 6.0 or higher, which can be downloaded free of charge at www.adobe.com and (iii) either a computer with sufficient space to store Tax Statements, or a printer to create paper copies of these documents.

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 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 an SAS Account). Scottrade may take up to five business days to process your request. Once consent is withdrawn, paper delivery will only apply to Tax Statements issued after your request is processed. To receive paper copies of Tax statements without withdrawing from electronic delivery, contact your local branch office or independent investment advisor (if your Account is an SAS Account); a nominal processing charge may apply. 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. You can update your email address at any time from the My Account tab of your online account.

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 by accessing your Account online or by contacting your local branch office or independent investment advisor (if your Account is an 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.

電子通訊。所有我們發出或收到的電子郵件會透過給接收人以外的人監視、審閱。您了解收件人或會延遲收到電子郵件。您同意無論延遲是由我們還是第三方造成，您都不會讓我們受到損害。所有史考特發送和接收的電子郵件有可能被我們公司的電子郵件系統收存。您同意不用電子郵件傳送買賣證券的訂單或者要求發送資金或資產的指示，您還同意不追究史考特就您發給我們的電子郵件而採取或沒有採取的行動所造成損失的責任。通過我們網站、無線通訊或電話通服務與史考特的通訊記錄會由史考特收存並會透露給非接收人以外的人監視、審閱。

電子遞送許可 - 賬戶資料和記錄。網上賬戶主要以電子遞送的形式收取賬戶資料和記錄。其中包括交易確認、賬戶月結單、委任書、股東資料以及其它管制和非管制文件。為了收取電子遞送，您一旦許可電子收取遞送，當電子遞送的資料在我們的伺服器、有密碼保護的網站區域或值得信賴的第三方網上可以獲得時，您則可以獲得這些文件。我們將為您提供網上通知或發送電子郵件來告知文件是否在網上可以獲取。您同意定期上網查看您的賬戶，因為您可能沒有其它的方式知道已有遞送的訊息給您。有些文件，如交易確認和賬戶月結單在網上有存檔便於您獲取。我們的電子遞送服務不收取任何費用，但為您提供上網服務的提供商也許會收取上網使用的費用。文件和資料會以 HTML 或 PDF 的格式提供並可以打印或/和保存。您確認您能夠下載和使用 HTML 或 PDF 格式的文件。您承認史考特警示和訊息中心有影響您賬戶的重要資料，您有責任閱讀在警示和訊息中心的這些消息、通知、公開聲明及其它我們網站上的通訊訊息。

通過認可電子遞送方式收取文件，您同意取消郵寄紙質文件。您許可電子遞送方式馬上生效（儘管可能會需要 1-2 天處理您的要求）並將會持續有效直到史考特或者您取消這種遞送方式。您可以隨時在我們相關的網頁或者書面通知我們取消電子遞送。取消電子遞送只能在我們收到並處理了您的取消要求後才能生效。如果您希望以美國郵政的形式收取紙質文件，您明白您可能要支付遞送紙質文件的費用。如果我們無法以電子方式通知您，您明白我們可能會獨自決定停止電子遞送並將賬戶文件用紙質的方式遞送給您。這些紙質文件將會被郵寄到您提供的居住或者郵寄地址。

電子遞送許可 - 稅單。稅單的電子遞送許可適用於報稅相關資料，包括 1098、5498 和 1099 表格（統稱“稅單”）。根據美國國稅局（IRS）的規定，1042S 表格不可以通過電子方式遞送。通過許可稅單的電子遞送，您同意電子遞送稅單並取消紙質稅單。如果您不同意電子遞送，紙質印本會郵寄給您。您可以通過我們的安全加密網站獲取您的稅單，稅單會在網站保留至少一年。一旦許可稅單的電子遞送，您確認您能夠連接並運行：(i) 以下任一網頁瀏覽器：6.0 以上版本的 IE 瀏覽器，版本 3 以上的火狐瀏覽器，9.23 版本以上的 Opera 瀏覽器或者 3.1.0 版本以上的 Safari 瀏覽器；(ii) 6.0 版本以上的 Adobe PDF 閱讀器，可免費在 www.adobe.com 下載；以及 (iii) 有足夠硬盤空間來存儲稅單的電腦，或者打印這些文件的打印機。

電子遞送一經許可將會持續有效直到史考特取消或修改，或者由您取消。史考特可能會自行決定終止電子遞送並郵寄紙質稅單。您可以隨時在您網上賬戶中“我的資料和喜好”標籤下撤銷電子遞送許可，或者向您的當地分行或獨立投資顧問（若為 SAS 賬戶）提交書面撤銷要求。史考特最多需要五天來處理您的要求。許可一經撤銷，只有在要求被處理且生效後的稅單會以紙質郵寄方式遞送。若在不撤銷電子遞送許可的情況下需要紙質文件，請聯繫您當地的分行或者獨立投資顧問（若為 SAS 賬戶）；您可能會需要支付小額的處理費用。當有新的稅單時，我們將試圖以電子郵件方式通知您。如果電子郵件無法遞送被退而我們在 30 天內沒有收到更新確認的電子郵件地址，或者我們無法通過所提供的電子郵件地址聯繫您，我們可能會終止電子遞送服務並將紙質稅單郵寄給您。您可以隨時在您網上賬戶中的“我的賬戶”標籤下更新您的電子郵件地址。

VI-C. 監視及錄音許可

您明白我們會自行監視或錄音與您的電話談話，您應允此類的監視及錄音。我們不需要記錄所有的電話錄音且不能保障任何電話錄音的保存或收取。您確定我們不接受在電話留言中的下單指示，您同意不在留言機留存任何讓我們下單交易的指示。

VI-D. 公司與股東之間的通訊

基於美國證監會（SEC）的規則，在您賬戶中持有股份公司的要求下，我們將會向對方透露您的姓名、地址或者證券庫存等訊息，除非您書面提出通知反對我們提供此類訊息。

VI-E. 成本基礎公開說明

史考特需要向國稅局（IRS）提供在一賬戶中針對任何“受影響（covered）”證券銷售的調整成本基礎的年度報告。在決定成本基礎時，史考特的默認稅務批號（tax lot）選擇是先進先出（FIFO）。如果您想要改變默認方式，您必須要在網上進入賬戶或者聯繫您當地的分行或者獨立的投資顧問（若為 SAS 賬戶）選擇不同的方式。所有成本基礎辨認方式，包括特定的批號選擇，必須要在您交易的交割日之前進行。由於史考特的成本基礎報告要求和國稅局規則之間存在的差異，史考特報告的調整成本基礎也可能與您實際的調整成本基礎不一致。向國稅局（IRS）提供調整成本基礎並意味著是提供法律或稅務建議。就您個人的報告要求，我們建議您聯繫您的稅務顧問。史考特不對以下產生的任何損害負責：(i) 史考特向國稅局（IRS）提供所要求的年度報告，或 (ii) 史考特報告的成本基礎與您實際調整成本基礎之間的差異。

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 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.

Section VII: Default and Remedies

VII-A. Complaints

You may direct complaints to your local Scottrade branch office, Scottrade's National Service Center at support@scottrade.com, or by calling 1-800-619-SAVE. Written complaints may be sent to Scottrade, Inc., Attn: Resolution & Investigation, 700 Maryville Centre Drive, St. Louis MO, 63141-5814.

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 1 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. 大戶交易者報告規定

為了遵守美國證監會 (SEC) 大戶交易者 (Large Trader) 身份辨認規則, 凡是符合 SEC "大戶交易者" 定義的交易者必須向 SEC 獲取一個大戶交易者辨認號碼 (LTID) 並將其報告給他們做全國市場系統 (NMS) 證券的所有券商。您同意向史考特提供由 SEC 頒發給您的 LTID 號碼, 以及此 LTID 所適用的賬戶, 如果您的 LTID 狀況有所改變或您的任何賬戶需要添加或刪除 LTID 號碼, 您要通知史考特加以更新。您明白史考特可能為了滿足合法要求, 向管制機構透露您的交易活動或者我們自行決定將您的 LTID 指定給您被授權交易的任何賬戶。

第 VII 章: 違約以及補償

VII-A. 投訴

您可以向史考特分行投訴, 也可以發送電子郵件至 support@scottrade.com (中文電郵地址: chinese@scottrade.com) 或撥打 1-800-619-SAVE (華語 1-866-246-1788) 向全美客服中心投訴。書面投訴請寄到 Scottrade, Inc., Attn: Resolution & Investigation, 700 Maryville Center Drive, St. Louis, MO 63141-5814.

VII-B. 仲裁公開聲明; 仲裁解決糾紛合約; 集體訴訟

仲裁公開聲明。此合約含有糾紛前仲裁條款。如簽署此合約, 各方同意如下:

1. 此合約的各方放棄在法庭起訴對方的權利, 包括陪審團審訊的權利, 仲裁會裁決所提供的索賠申報權利例外。
2. 仲裁判決通常是最終決定並且是有制約效應的; 一方通過法庭駁回或修訂仲裁裁決的能力是非常有限的。
3. 在仲裁中, 各方獲取文件、證人證詞和其它調查通常比法庭程序有更多限制。
4. 仲裁員不必要解釋他們裁決的理由, 除非在合格的案例中, 參與各方在第一次安排的聽證日前至少 20 天已向仲裁團聯合提交裁決理由說明的要求。
5. 仲裁團內通常包括少數以前或目前與證券行業有關的仲裁員。

6. 有些仲裁團的法則可能會施加索賠提交仲裁的時間限制。在某些情況下, 不符合仲裁的索賠可以提交法庭。

7. 提交索賠的仲裁團的法則和任何其它的修正案, 應當融合於此合約之中。**仲裁解決糾紛協議。**您同意我們之間, 一方是我們的附屬公司或我們或他們的股東、執行官、董事會成員、雇員、同僚、代理, 另一方是您或者在適用情況下, 您的股東、執行官、董事會成員、雇員、同僚、代理由此協議產生或與此協議相關的, 或者任何由我們提供的服務造成的爭議、糾紛、索賠或不滿, 包括通過我們以您的名義進行的任何交易, 應當按照金融行業管制局 (FINRA) 的規定通過仲裁解決。如果在需要仲裁解決的糾紛發生時, 您不是美國居民, 您同意任何仲裁聽審將會在美國密蘇里州的聖路易新舉行, 您同意由所有在密蘇里州的法庭的個人管轄權來執行這個仲裁協議或任何仲裁裁決; 您還同意所有仲裁程序將以英語進行。如果任何一方不能成功地抵制在此協議下提出的仲裁裁決的確認和執行, 那麼所有由另一方在確認或執行此決議時所產生的開支、律師費用花費將全部向抵制決議的確認或執行一方徵收並由其支付。

集體訴訟。任何人均不得將一項可能被法院受理的或已被法院受理的集體訴訟提交仲裁, 也不得對任何已認定向法院提交集體訴訟的人員或已是集體訴訟中的一員但就集體訴訟所涵蓋的任何索賠還沒有退出集體訴訟的人員執行糾紛前仲裁合約, 下列三種情形例外: (i) 法院拒絕受理該集體訴訟或 (ii) 該集體訴訟的法院受理被取消或 (iii) 法院已將客戶排除在該集體訴訟之外。除於此聲明的範圍外, 放棄以仲裁方式解決合約糾紛的行為並不意味放棄本合約內的任何權利。

VII-C. 債務保障; 債務抵消權

債務保障。所有我們或者我們的附屬機構在您賬戶或其它我們附屬機構保管的證券、期權、餘額、銀行存款計劃餘額、資產和其它財產, 無論是個人所有還是與其他人共有的, 無論是現在擁有或將來獲得的, 及任何收入或支出 (總稱 "抵押品"), 都將會在法律所允許的範圍內, 應被作為抵押來償還所有對我們債務。您在此授予我們在抵消債務時連續的、完善的、最優先的利益和權利。由於受某些相關法規、法則或條目的限制, 我們在保護自己的利益時, 會自行扣留抵押品作為償還債務的保證, 我們應有權利將此抵押品從您的賬戶轉出或轉入任何其它您在我們附屬機構開設的、您擁有權益的賬戶。為了施行留置權, 或在我們認為有必要保護我們利益的時候, 我們有權出賣、轉讓及遞送您任何一個賬戶或您在我們附屬機構所開設賬戶中的任何抵押品來償還您的債務。您不可以用此抵押品來償還其它債務。如果任何賬戶或資產根據國稅局 1986 法則修訂案 4975(c)(1)(B) 章節屬非豁免、禁止的交易, 這的任何舉動都不應被認為是在賬戶或資產中授予抵押權、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 Scottrade branch office or independent investment advisor (if your Account is an SAS Account) need to be made before settlement to 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 maintain a \$500 minimum account balance.
- 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 of 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 of 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 and 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 or by calling (202) 371-8300.

如果我們相信您賬戶的證券不夠償還您的債務或我們認為會對您的賬戶或其它在我們附屬機構開設的賬戶造成危害的情形下，我們有權：(i) 取消現有證券、期權、資產或其它財產的買賣訂單；(ii) 買入補回您在賬戶賣空的證券、期權、資產或其它財產；(iii) 依照聯邦儲蓄系統董事會，或其它證券管制或自律機構的規定和法則，我們會要求您存入額外的抵押品；或(iv) 平倉或取消您賬戶的交易。我們還會，但沒有義務這樣做，自行決定要求您存入額外的此類抵押品以保障您債務的償還。我們除了在此陳述的權利和補償之外，擁有在相關法律允許下給予被保障一方的權利和補償。由於受到任何相關法規、法則或條例中規定的限制，無論是否提前通知或要求，我們在無另行通知、提交、要求或催繳、您沒有特別表明放棄的情形下都會採取任何或全部上述的行動。您在此委任我們作為您確實的合法代理人 and 全權代表，以您全部的名義，採取必要或妥當的一切辦法和措施以行使在此合約中的及適當法律所允許的所有權利及補償。

債務抵消權。我們可能會（在法律允許下不提前通知）使用您在我們和/或附屬機構的所有賬戶中的、您或法律實體有權支取的資金來抵銷您當前或未來欠我們的債務。此債務抵銷權如果法律禁止則不適用。由於我們行使抵銷權而產生的索賠，您同意免除我們遭受任何損害。

VII-D. 及時償還債務；違約事件；補償辦法

及時償還債務。您有責任支付您的史考特賬戶或您在我們附屬機構的賬戶所欠的所有交易款項、借款、聯邦追繳金或其它債務（簡稱“債務”）。您同意您賬戶所有證券買賣的訂單實際上是在您的意圖下處理及/或執行的，在交割日之前，無論您是否收到交易確認，支付購買證券的資金或遞送賣出證券的證書都是您的意圖和義務。您同意償付賬戶的任何借款（例如，欠史考特的借款），並在要求下立即償還賬戶的任何欠債。交付或傳送到分行或獨立投資顧問（若為 SAS 賬戶）的款項（一般不收現金、旅行支票、第三方支票）或證券須在交割日之前完成，以便傳送至總公司處理。您同意所有賣出的證券都是完好交付形式的（即經過正確背書，票面名稱正確無實物，所有公司重組調整完畢及不附帶任何債權）。賬戶或者您在我們附屬機構賬戶的任何所欠款項將會按照我們當時或現在的利率標準收取利息。

違約事件。以下情況被認為是“違約”：

- 您沒有保持 500 美元的賬戶最低餘額要求。
- 您沒有依照合約規定的形式及時間付款。
- 您沒有按要求的形式或時間繳納保證金或履行我們所要求的其它義務。
- 您所做的、重覆的或被認為所做的或重覆的任何表達或擔保在內容上是不正確或不真實的。
- 您聲明將不履行此合約中的任何義務。
- 您沒有履行現在或將來簽署的任何合約中對我們的義務。
- 在到期日（包括提早到期日）您沒有償還欠我們或我們附屬機構的借款，或沒有繳納保障此類欠款的保證金。
- 當您的債務到期時，您申請、同意或您作為申請或請求的對象來指定您財產的接收人、監管人、受託人、清算人或類似人員，或申請並同意這些人擁有您的所有或大部分財產，書面承認您無力或不能償還所欠債務，為債權人的利益而轉讓財產，按美國法律第 11 條款或類似有關財產重組、清算、解散、破產等法律補救等相關條款給予補救或申請按 1970 年投資者抵押保護法給與保護裁定。
- 我們相信我們或許無法用我們所扣留或將扣留的財產及時無誤地償付任何在此協議下或與我們為您進行的任何交易相關的債務。

補償辦法。在上述違約行為發生時，我們可以自行通知您就自行：(i) 取消或清算您的賬戶或在我們附屬機構開設的賬戶以及任何您賬戶的庫存證券和交易；(ii) 以您的債務或抵押來抵銷我們欠您的債務；(iii) 用任何抵押來償還您欠我們的債務；(iv) 賣出在您的賬戶或您在我們附屬機構所開設賬戶中的證券、投資品或其它財產；和 (v) 買入補回您賬戶賣空的證券、投資品或其它財產。在每種情況下和我們的自行決定下，以本章節為依據的所有交易中，我們可能是適當的買方或賣方，交易在我們認為可取的價格下以公開和私下買賣的方式運作。您就此類補償措施，無權獲得我們的任何提前通知。在我們的自行判斷下，我們可能（但不被要求這樣做）在執行此類補償措施前試圖通知您或為您提供寬限期或通知期限。然而，當我們認為有必要保護我們的利益時，我們可能會不另行通知您就縮短或取消任何此寬限期或通知期限。

第 VIII 章：管制和其它公開聲明

VIII-A . 證券投資人保險公司 (SIPC) 及其它保險

您明白我們是證券投資保險公司 (SIPC) 的成員，SIPC 目前將您賬戶的資產保障到 \$500,000，其中 \$250,000 是賬戶以投資為目的存入的現金餘額保險。賬戶不以投資為目的的現金餘額（指只為收得利息）可能不會受到 SIPC 的保險。您了解這些保險不保障您的證券在市場上的價值波動。您可以訪問 www.sipc.org 或者撥打電話 (202) 371-8300 得到有關 SIPC 保險詳細資料的手冊。

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. You can also call the BrokerCheck Hotline at (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 branch office or independent investment advisor (if your Account is an SAS Account). Our plan will be reviewed, updated and tested periodically.

VIII-D. 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-E. 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, 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-F. 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 our 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-G. 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 may terminate this Agreement or your Account any time, without advance notice and for any reason in our sole and absolute discretion. 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-B. FINRA 公開透露計劃

作為 FINRA 的成員，史考特必需公開透露 BrokerCheck (券商查核) 這項服務，這是一個可以提供的在 FINRA 註冊的券商資料的網上查詢工具。若要進入 BrokerCheck 或下載手冊，請訪問 www.finra.org/brokercheck。您也可以撥打 BrokerCheck 熱線電話 (800) 289-9999。

VIII-C. 由於非常事件引起的損失 - 有限責任範圍; 業務連續性公開說明

由於非常事件引起的損失 - 有限責任範圍。我們將不會對以下事件造成的直接和非直接損失負責：戰爭、罷工、自然災害、恐怖活動、政府限制、證交所及市場的裁決、交易暫停、電腦或通訊線路的故障、由於市場中心傳送設施的故障、停運或其它超出我們控制範圍的原因使訂單傳送延遲。

業務持續性公開說明。根據管制規定，史考特擬定了保持業務連續性計劃，此計劃的目的在於，當自然災害、斷電或其它非常事件發生時，允許我們能夠繼續運作關鍵業務。儘管我們無法保證業務在所有情況下會繼續不中斷，但我們的計劃強調了在重大中斷事故發生時將採取的措施。計劃的第一步是恢復賬戶的連接和使用，然後會恢復其它關鍵性的業務運作。我們維護一個後備支援中心，其中包括了後備數據中心來支援我們在全美的分行。目前我們的後備支援中心設立在遠離我們主要設施的地方，所以不會受到區域性衝擊的影響。賬戶使用可以通過我們的後備支援中心的數據中心、您當地分行或獨立的投資顧問 (若為 SAS 賬戶) 來完成。我們將會定期審查、更新及測試我們的計劃。

VIII-D. 相關法則及規定; 管轄法律及轉讓

相關法則及規定。您了解此合約及所有您賬戶執行的交易應遵守聯邦及各州的相關法律、條例，也同時應遵守該交易執行的證交所或市場及其清算部門 (如有) 的憲法、法則、規定、習慣、用法、裁決及說明。

管轄法律及轉讓。密蘇里州的法律管轄此合約及其實施 (無視法律條例的衝突)：將分別或共同覆蓋您在我們公司開設的或重新開設的個人或共同賬戶；將適用於通過合併、整合或其它方法所產生的我們後繼人、轉讓人的利益；將約束您的繼承人、執行者、管理者、後繼人或個人代表，以及通過您或您的賬戶聲稱任何法律權益的所有其他人士。您不能在沒有事先獲得我們書面允許的情況下就轉讓此合約的權利和職責。我們可能會根據此合約在無需任何通知下，轉讓我們的權利和職責並將您的賬戶及此合約轉讓給我們的後繼人及任何附屬轉讓機構，或不事先通知就轉讓給其它的實體。

VIII-E. 修訂; 標題

修訂。史考特在任何時候可以補充、變更、修正、附加或修改此合約書。最新的合約書會在我們的網站 www.scottrade.com (中文: chinese.scottrade.com) 公布出來。您明白在修訂後，如您繼續賬戶活動或沒有關閉您的賬戶則會構成您同意並受此合約約束並將會在充分了解其條款基礎上進行交易，您的每一筆交易視為單一合約性關係並顧及了彼此雙方的關係。因此，除了在合約中制訂的任何其它權利和責任以外，(i) 您同意在進行每一筆交易時履行所有義務；(ii) 我們有權用我們持有的財產來抵消您欠我們或我們附屬機構的債務；和 (iii) 任何此項交易中我們所做的付款、交付和轉讓都是基於考慮任何其它類似交易的付款、交付和轉讓而作出的。付款、交付和轉讓的債務可用於互相制約和抵銷。

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VIII-F. 合約整體性和可分割性; 棄權聲明

合約整體性和可分割性。此合約、合約附本包含各方就某一主題所達成的整體協議。如果此合約中任何規定或條件被任何法庭、管制機構或自律機構認為是無效或無法施行的，此規定或條件將被認為是被修訂的，如果必要的話，取消以遵從相關法庭、管制或自律機關或機構。其它規定和條例的有效性則不會受到影響，此合約將會按照沒有包含此無效或無法施行的規定和條例的方式來施行。您承認您已受此合約約束並將會在充分了解其條款基礎上進行交易，您的每一筆交易視為單一合約性關係並顧及了彼此雙方的關係。因此，除了在合約中制訂的任何其它權利和責任以外，(i) 您同意在進行每一筆交易時履行所有義務；(ii) 我們有權用我們持有的財產來抵消您欠我們或我們附屬機構的債務；和 (iii) 任何此項交易中我們所做的付款、交付和轉讓都是基於考慮任何其它類似交易的付款、交付和轉讓而作出的。付款、交付和轉讓的債務可用於互相制約和抵銷。

棄權聲明。如我們在任何時候沒有堅持此合約或其中的規定，將不應構成或被認為是我們放棄我們的任何權利。

VIII-G. 終止合約

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