

# Scottrade Brokerage Account Agreement Terms and Conditions

## SCOTTRADE 經紀賬戶合約

### 條件與規定

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 their entirety, were translated from Scottrade's English Language version. Although we attempted to provide clear interpretations 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 and, by entering into the Agreement, acknowledge their ability to read and understand materials written in English.

本公司網站、表格和合約所載資訊的中文僅為方便理解而提供。網站、表格和合約所載資訊的中文部分乃從 Scottrade 公司的英文版本翻譯而來。雖然我們盡力提供與英文版本含義一樣清楚的中文版本，但因語言翻譯和轉換過程中的差異，可能存在不盡相同之處。本公司客戶須以合約之英文版本的條款為標準，並且通過達成此合約，承認他們能夠閱讀並理解英文書寫的資料。

By opening a brokerage account or accounts 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 and notices ("Addendums") referenced in and provided with this Agreement. This Agreement governs each brokerage account that you open or request to be opened with us (each Account)

您在 Scottrade 證券公司（稱爲：Scottrade，“我們”，“我們的”，“對我們”），您了解並表示您已閱讀明白以下 Scottrade 經紀賬戶合約（簡稱“合約”）和受其規定的制約。此合約包括在合約里參照或提供的披露和通知(附本)。此合約將管轄你在本公司開設或要求開設的每一個賬戶（每個賬戶）。

**1. 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.

**2. Accuracy of New Account Application and Credit Information.** The information that you have provided us is current, accurate, truthful and complete. No one except the person(s) listed on the Brokerage Account Application ("Application") has an interest in the account being applied for. You agree to notify us promptly in writing of any substantial 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 or 10 percent shareholder, control person or affiliate of a U.S. publicly traded company. You authorize us to make inquiries to consumer or credit reporting agencies, financial institutions, employers and/or any other source we believe necessary for the purpose of verifying your identity (as required by federal law). You acknowledge that your credit score may be impacted when Scottrade accesses your credit file. You also acknowledge that Scottrade may also 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.

**3. Account Types.** You understand that you are responsible for selecting the account type (e.g. single, joint, fiduciary, retirement, individual retirement or business type accounts) that is appropriate for your needs and circumstances. You also understand that account types may be eligible (or restricted from) for certain services offered by Scottrade.

**A). 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 to 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 notify 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. 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 severally, 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 holders on the same terms and conditions as theretofore held, without in any manner releasing the deceased joint account holder's estate from liability.

**b) Fiduciaries.** 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 a UGMA or UTMA, conservator, guardian, executor, administrator or attorney-in-fact, or investment advisor or other person to whom you have granted trading authority over an Account. You understand and agree that Scottrade does not review any action or inaction by a fiduciary with respect to an 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. You 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.

**1. 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。

**2. 新賬戶申請的準確性和信用資料** 您向我們提供的信息是最新的，準確的，符實的和完整的。除了在經紀賬戶申請（簡稱“申請”）上列出的人，任何其他人在所申請的賬戶中無經濟利益。您同意如果上述資料有任何變動，您應及時以書面的形式通知我們。您還同意在出現下列情況時書面通知我們：您受僱於或附屬與任何證券交易或經紀行，任一美國證券交易所或金融行業管制局（FINRA）；或您是美國任一公開發行證券公司的執行官，董事、擁有 10% 股份或是控制或附屬人員。您授權我們去消費或信用機構，金融機構，雇主和/或其它我們認爲有必要來證實您的身份（聯邦法律的要求）的來源去查詢相關的資料。您了解在 Scottrade 索取您的信用檔案時，您的信用分數可能會受到影響。您還了解 Scottrade 會向這些機構在合約的允許下提供您的賬戶資料（例如賬戶無抵押借款負債），您明白在您的書面要求下，我們會告訴您我們是否有查詢過您的信用歷史並提供信用諮詢機構的名稱和地址。

**3. 賬戶種類** 您明白您有責任選擇適合您的需要及情形的賬戶種類（例如：個人，共同，信託，退休，個人退休或公司賬戶）。您還明白某些賬戶種類是有資格（或局限於）接受 Scottrade 所提供的特定服務的。

**a) 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）根據賬戶種類利用融資買賣證券，期權和其它的投資產品；（ii）收取交易確認單，月結單，和與賬戶有關的任何形式的通訊資料；（iii）收取或處置資金，證券和/或其它賬戶的財產；（iv）達成、修改、終止、或同意更改此合約；（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。我們不會通知賬戶持有人另一賬戶持有人的行爲。每一個賬戶持有人同意發給任一賬戶持有人的通知就是通知所有持有人的。每一個賬戶持有人還同意他或她與賬戶有關的事宜負共同或分別的責任。我們會遵循任一賬戶持有人的與賬戶有關指示，並會向賬戶的任一持有人交送所有或部分證券或賬戶里的其它財產。在任一賬戶持有人的要求或指示下，會將賬戶里的任何或所有的資金付給賬戶的任一持有人本人，即使資金是付給某一單個賬戶持有人的。當我們從賬戶持有人收到他們之間有爭議的通知或相互矛盾的指示，我們可能（但不被需要）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端已被解決或所有賬戶持有人給我們共同的指示爲止。在任一賬戶持有人去世的情況下，另一生存的賬戶持有人須立即通知我們。去世賬戶持有人的繼承人與任何一個生存者將共同和分別對賬戶里的債務和損失，或由於清算賬戶產生的債務或損失，或調整共同賬戶持有人的利益負責。除非共同賬戶持有人在開賬戶時特別說明，我們會認爲共同賬戶持有人的意圖是開生存權的共同賬戶。在任一共同賬戶持有人去世的情況下，所有賬戶的利益將在相同的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。

**b) 信託。** 對於信託賬戶，信託是指被授權的，代表賬戶受益人針對賬戶能做決定的或實體，包括受託人，符合 UGMA 或者 UTMA 賬戶的監管人，保管人，監護人，遺囑執行人，管理人或授權人，或投資顧問或其他您已授予就某一賬戶的交易權利的人。您明白並同意 Scottrade 不會監視託管人是否對於賬戶採取應有行動，Scottrade 不會負責決定托管人的行爲是否對賬戶盡責。您還明白並同意 Scottrade 不會負責決定任何人或實體的地位是否有效或他們作爲託管人是否稱職。您同意由於託管人的行爲或不行動所造成任何義務，索賠或花費（包括律師費用及支出），您不會追 Scottrade 及它的執行官，董事，雇員，代理人 and 附屬單位的任何責任。

**4. Warnings Regarding Linked Accounts.** As a service to Brokerage Account customers, 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 Account Party"). You understand, acknowledge and agree that if you provide information regarding your Scottrade Brokerage Account to such an Additional Account Party in order for such Additional Account Party to view or transact in your Scottrade Bank Accounts online, the Additional 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 who 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 and withdrawals and making 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 Account or Scottrade Bank Account. You understand and agree that you are solely responsible for reviewing the activity in your Scottrade Brokerage Account and your Scottrade Bank Account and to promptly notify Scottrade in the event you believe that someone has used your log-in credentials, such as your User ID and password, to access your Scottrade Brokerage Account, your Scottrade Bank Account or both, 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, for the actions and non-actions by you and the actions and non-actions of anyone you authorize to act on your behalf (or anyone to whom you provide your Scottrade Brokerage Account or Scottrade Bank Account information) in relation to your Scottrade Brokerage Account and/or your Scottrade Bank Account. 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 with respect to your Scottrade Brokerage Account, your Scottrade Bank Account or both, to maintain the confidentiality of the User ID and password associated with your Account.

**5. Identity Verification for Anti-Money Laundering Purposes.** We are required by Federal law to verify the identity of each account owner. Scottrade may ask you to provide various identification documents prior to opening an Account. Addendum 1 to this Agreement is our "Customer Identification Program Notice." It describes in general the identification process. You acknowledge that you have received and read Addendum 1.

**6. Account Approvals and Maintenance.** We may reject your account application 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 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, for any security(s) in your account either to transfer agent(s) of any security(s) that is Direct Registration System(DRS)eligible, or to your address of record in certificate form, and for any available cash balance to your address of record in the form of a check.

**7. 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 employees 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 for you of any transactions implemented or investment strategies employed in your Account. 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.

**8. Fees, Commissions and Account Minimums.** You agree to pay the brokerage commissions, charges, taxes or other fees as set forth in our then-current Commissions Schedule as applicable to the pricing structure applicable to your account and the type of transactions and services you receive. Scottrade's Commissions Schedule is available on our Web site. We may amend our Commissions Schedule at any time by posting the changes to our Web site. 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 purpose.

**4. 關於串聯賬戶的警告。**作為經紀賬戶的客戶服務機構，Scottrade可能為您提供開設Scottrade銀行賬戶的選擇。您明白如果您選擇開設一個Scottrade銀行賬戶，它將直接自動串聯至您的Scottrade經紀賬戶。開設Scottrade銀行賬戶時，您將有機會添加共同賬戶持有人或受托人（“額外賬戶方”），他們不一定是您在Scottrade經紀賬戶中的共同賬戶持有人或受托人。您明白、承認並同意，如果您向額外賬戶方提供有關您的Scottrade經紀賬戶的信息以便額外賬戶方在您的Scottrade銀行賬戶中進行網上瀏覽或交易，該額外賬戶方將可以進入您的Scottrade經紀賬戶，並且不會阻止其使用其他功能，其中包括但不限於：為之後的提款而轉移資金至Scottrade銀行賬戶、執行交易以及從Scottrade經紀賬戶轉出證券。

您進一步明白、承認並同意，任何由您授權在您的Scottrade經紀賬戶中代表您進行交易的人，比如在您的Scottrade經紀賬戶中的共同賬戶持有人或受托人，無論在您的Scottrade銀行賬戶中是否作為額外賬戶方，都將可以進入您的Scottrade銀行賬戶，從而可以在您的Scottrade銀行賬戶中執行交易，其中包括但不限於：存款和提款以及電匯。當您開設Scottrade經紀賬戶時，Scottrade將為您提供一個用戶名和密碼（之後您需要更換一個新的密碼）。您同意保管好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。您明白並同意，Scottrade和Scottrade銀行在維護您的用戶名和密碼的保密性時不對因您或您授權代表您進行交易的任何人的失誤所造成的安全侵害負責。

您明白Scottrade和Scottrade銀行不對您或您授權代表您在您的Scottrade經紀賬戶或Scottrade銀行賬戶中任何操作或不操作進行審查。您明白並同意您全權負責審查您的Scottrade經紀賬戶和Scottrade銀行賬戶中的活動，並在您認為有人未經您的授權使用您的登錄認證，比如您的用護名和密碼，進入您的Scottrade經紀賬戶、您的Scottrade銀行賬戶或兩個賬戶都進入時，及時通知Scottrade。您同意不追究Scottrade、Scottrade銀行及其各自官員、主管、雇員、代理人及附屬機構對您或您授權代表您（或由您提供您的Scottrade經紀賬戶或Scottrade銀行賬戶信息的任何人）在您的Scottrade經紀賬戶和/或您的Scottrade銀行賬戶中的操作或不操作所造成的任何責任、索賠或費用（包括律師費和墊付費用）承擔後果。您明白並同意Scottrade和Scottrade銀行不對因您或任何您授權代表您在您的Scottrade經紀賬戶、您的Scottrade銀行賬戶或者兩者中進行操作的失誤、維護與您賬戶相關的用戶名和密碼失誤所造成的任何安全侵害負責。

**5. 反洗錢宗旨身份確認。**聯邦法律要求我們確認每一個賬戶持有人的身份。Scottrade會請在您開戶之前出示各種證明您身份的證件。此合約的附本 1 是我們的“客戶身份確認通知”。它總體描述了身份確認的過程。您確認您已收到並閱讀了附本 1。

**6. 賬戶核准與維持** 我們可以獨自以任何理由拒絕賬戶申請、關閉或者限制您的賬戶，我們不會通知您也不透露決定詳細內容。為了維持您的賬戶，我們或許會要求您提供更多的文件。您了解我們可以在任何時候獨自，對您的賬戶限制交易，支付，轉讓或不做任何行為。您承認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到您的記錄地址，並將任何現有現金以支票的方式寄送到您的記錄地址。

**7. 不提供任何諮詢和建議** 您了解我們不會也將不會提供任何投資、法律或稅務的建議或推薦證券。您同意您是自我主導的投資人，所有您輸入的訂單是在您自己或您適當的授權代表的投資決策基礎上下。您同意 Scottrade 或它的任何雇員都不是您的適當授權代表，您不能向他們索要或依賴他們為您提供這方面的建議。您明白您獨自為您所有輸入的訂單負責，包括並不局限於，交易特殊條件，輸入的交易次數，交易的可取性，投資策略，每次交易的風險。您不會要求 Scottrade 或它的雇員對您的投資決策負責。您進一步了解我們不會也將不會為您審閱在您的賬戶中實施的任何交易和使用的投資策略的適合性或適宜性。由於您或您適當的授權代理人在您的賬戶中所做的此類決定，指示，交易或策略造成的損失或損害，或由於您違反在此陳述的合約規定，說明，意向或保證造成的任何經濟損失或損害，您在此同意免除 Scottrade 及它的執行官，董事，雇員，代理人及附屬單位任何財經或其它的責任，或費用（包括律師費及支出）。

**8. 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收費標準規定的經紀佣金，收費，稅金或其它費用。Scottrade 的佣金標準可以在我們的網站得到。我們會在任何時候修正佣金標準，並會在網站公佈出來。您明白 Scottrade 會要求賬戶開設最低存入資金和賬戶最低維持標準。佣金以每個訂單而論。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。

**9. Purchases and Sales.** To execute purchase orders, we generally (Traditional accounts do not) 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 long in your Account 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 and an 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.

**10. Orders, Executions and Account(s) Statements.** We may route any order authorized by you on any exchange or other market centers where such business is then transacted, or we may execute the order ourselves. You understand that we do not provide you with direct access to the marketplace. You understand, whether you place a market or limit order or other type of order 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 upon receipt all trade confirmation and account statements. Such confirmations and statements shall be deemed accepted by you and shall be binding unless you notify us in writing within ten (10) days after transmission to you. You agree that you are responsible for monitoring all open orders. If you place a good-till-cancelled ("GTC") order, you understand that the GTC is subject to our Open Orders Cancel Schedule posted online in our Message Center. Otherwise the order will remain in force until it is executed, it is cancelled by us because of a corporate action, reorganization or operational reason, or you choose to cancel it.

**11. Late and Corrected Reports.** When your order is executed, we typically receive an electronic message (a "Report") notifying us about the status of the order, including, but not limited to, whether the order had been executed and at what price. 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 Report corrects an incorrect price or term of another Report.

**12. 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 cancel or modify. 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 over-execution on duplicate orders from occurring and you shall be responsible for all such executions. If you enter a cancellation request, you agree to wait to confirm that the cancellation request has been effected prior to entering a replacement order. You agree not to assume that any order has been executed or cancelled until you have received a Report from us with regard to order execution. You are responsible for knowing the status of your pending orders before entering additional orders. You agree to contact us in the event you are unclear on the status of an order.

**13. Order Routing and Payment for Order Flow.** Consistent with the overriding principal 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 customers' orders, including, the speed of execution, quality of executions (price improvement relative to the national best bid offer (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, the cost of executing orders, and the remuneration that we may receive from the market center, but remuneration is only a factor when all other factors affecting best execution are equal. U.S. Securities and Exchange Commission (SEC) rules require all brokerage firms to make publicly available quarterly reports describing their order routing practices. These quarterly reports describe how and where customer orders are routed and are available on our Web site. In addition to the quarterly reports above, SEC rules also require brokerage firms, upon a customer's request, to provide information regarding the identity of the market center to which any customer 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 such order. If you wish to receive the foregoing routing information for any order(s) within the past six months, please contact your local Scottrade branch. We receive remuneration (for example, in the form of per-share arrangements, liquidity rebates, or profit sharing arrangements) for directing customer orders to certain market centers for execution. The source and amount of any compensation received by us in connection with your transaction will be disclosed on 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.

#### **14. Cash Account Restrictions.**

Under Regulation T, purchases in a cash account are permitted if a customer has sufficient funds to pay for a purchase, or with the understanding that a customer will make full cash payment for purchases prior to selling a security and will not contemplate selling prior to making such payment. Freeriding is the prohibited practice of purchasing and selling a security without meeting the payment obligation under Regulation T of the Federal Reserve Board created by the initial purchase. Freeriding may also be caused by the use of unsettled sales proceeds to purchase securities. Freeriding violates Federal Reserve 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.

**9. 購買與出售** 爲了執行購買訂單，我們通常（傳統賬戶例外）要求您賬戶里必須有相等或超過證券價值的資金。爲了執行賣出的訂單，我們通常需要您賬戶里存有有效的證券。您同意我們分別收到買進或賣出的訂單，如沒有足夠資金或讓價證書（無論是否無意），買進訂單將會被清算，賣出訂單將會被買進補回，而且所有費用由您來支付。在訂單執行時，在您賬戶里沒有足夠的資金，您保證在交割日之前通過電匯的方式付清此訂單。當一個賣單執行時，在您的賬戶里沒有賣出的證券，您保證在交割日之前，交付所有賣出的證券。如果我們在交割日或交割日之前沒有收到付款或證券，我們會清算您的賬戶，您將會爲此舉造成的損失和費用負責。

**10. 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券交易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。您明白我們不會讓您直接與此市場的聯係。您明白，無論是您的市價單或限價單或其它類型的訂單，您將得到在某個市場執行時的價格。尤其是在高交易量，資產流通停滯，快速移動，變化無常，或所下高股份數量的市場情形時，您得到的價格也許會和您下單時公佈的價格不同，您的訂單可能會在不同價格部分執行。我們不接受由郵寄，商務遞送，或電子郵件送到的賣單或買單。您明白您負責及時收閱所有的確認單和月結單。除非您在 10 天之內書面通知我們，送出確認單和月結單將被認爲是您同意的並有約束力的。您同意您將負責監視您所有的未成交的訂單。如果您下了取消前有效（"GTC"）的訂單，您明白 GTC 訂單在我們網站信息中心的未成交訂單取消明細表會公佈以前，不在此訂單將會一直有效直至執行爲止，GTC 被取消的原因有公司決策，重組或公司運轉，或您選擇取消。

**11. 延遲及更正的報告** 當您的訂單執行時，我們通常會收到電子訊息（一個"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，我們不是總是能及時收到報告。（一個"延遲報告"）。由此，您會相應受到延遲報告，或者您也會收到更正前一個報告的報告，包括執行價格錯誤。儘管報告被延遲或報告是更正另一個報告的錯誤價格或條件，您承認您得到的價格是您的訂單在市場真正成交的價格。

**12. 取消與修改要求** 您了解取消或修改某一訂單也許是不可能的。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。您明白並同意，如果一個訂單無法取消或修改，您將對原始的訂單執行負責。您還了解修改，取消或替代訂單可能會造成訂單的超額執行，或重復執行，我們的系統不能防止訂單的超額執行或重復執行，您將爲這樣執行的訂單負責。如果您輸入了取消某個訂單的要求，您同意要等到取消的訂單已有效並確認之後再輸入另一個替代訂單。您同意在沒有收到我們訂單已被執行或取消的報告之前，不要以爲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。當對某個訂單的狀況不明白時，您同意要和我們取得聯係。

**13. 訂單流程及付款** 鑒於訂單優先執行的準則，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到市場中心，包括證券交易所，櫃檯（Over-the-counter）造市的證券商，和諸如 ECNs 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賣（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，某市場提供的證券的流通性，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。美國證券交易管理局（SEC）規定所有證券公司必須每季公佈他們怎樣遞送訂單的慣常做法。在我們的網站有公佈這個遞送訂單方式及地點的季報。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 個月此顧客訂單的遞送市場的名子；無論訂單是否是直接或間接的或所在的執行地點和時間。如果您希望獲得前 6 個月的上述遞送資料，請和您的分行聯係。在將您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。您明白我們因遞送訂單到不同的市場而收到的回佣被認爲是降低我們成本的，將不會積存到您的賬戶里。

**14. 現金賬戶的限制** 根據聯邦儲蓄法規 T，如果客戶有足夠的資金買進或是知道客戶在賣出證券前將會付清全部買進所用的款項，並在未付清前不打算賣出的情況下，可允許現金賬戶購買證券。Freeriding 是在還沒有付清初始購買的款項時，連續地買進和賣出一個證券，這種行爲被禁止的。Freeriding 也有可能是在購買證券的時候使用了未交割的賣出所得款項而造成。Freeriding 違反了聯邦儲蓄法規 T 和並有可能違反了其他證券法規。您同意會及時支付您在現金賬戶內任何購買證券並明白您在現金賬戶中的 Freeriding 是被禁止的，我們可能會因此而限制或關閉您的賬戶。

**15. Payment of Obligations Upon Demand.** You will be liable to Scottrade for the payment for all trades, debit balances, margin calls or other obligation ("Obligations") owing in your Account. 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 satisfy any indebtedness to Scottrade in your Account on demand. Payments (cash, traveler's checks, third party checks or personal checks for investment clubs/limited partnerships/corporations are not accepted) or securities submitted to your Scottrade branch 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 may be charged interest in accordance with our then-current interest rate schedule for debit balances.

**16. Security for Indebtedness.** All securities, options, credit balances, bank deposit balances, assets and other property, which we may maintain, in or for your Account or otherwise, whether individually or jointly held with others, whether now owned or hereafter acquired, and any proceeds or distributions therefrom (collectively, "Collateral"), shall be subject to a lien in our favor for the discharge of all Obligations. You hereby grant us a continuing, perfected, first-priority security interest and right of set-off 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 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 to satisfy your Obligations or when we otherwise deem it necessary for our protection. If we believe there is inadequate security for your Obligations or upon any event which in our opinion jeopardizes your Account, we shall have the right to: (a) cancel any outstanding orders for the purchase or sale of securities, options, assets or other property; (b) close transactions in your Account; (c) buy-in any securities, options, assets or other property of which your Account may be short; or (d) 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. We may also, but shall have no obligation to do so, require you to deposit such additional Collateral as we in our sole 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 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.

**17. Events of Default.** The following shall constitute an "Event of Default": (a) You fail to make payment as and when required pursuant to this Agreement; (b) You fail to provide margin or to perform any other Obligations as and when we require; (c) 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; (d) You state that you will not perform any of the Obligations under this Agreement; (e) You default in the performance of any Obligation to us under any agreement now or hereafter entered into; (f) You default in the payment of any indebtedness for borrowed money, or any guaranty of such indebtedness, upon the maturity (including any accelerated maturity) thereof; (g) 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 of an application for a protective decree under the Securities Investor Protection Act of 1970; or (h) 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.

**18. Remedies.** Upon the occurrence of any Event of Default, we may, in our sole and absolute discretion and without notice to you: (a) cancel or otherwise liquidate your Account and any position therein or transaction in your Account; (b) setoff any Obligation owed by us to you against any Obligation of yours, or against any Collateral; (c) satisfy any Obligation of yours to us from any Collateral; (d) sell, or be deemed to have sold, any securities, instruments or other property in your Account; and (e) purchase, or be deemed to have purchased, any securities, instruments or other property, in which you have a short position. All purchases or sales pursuant to this Section may be affected in public or private purchases or sales in which we may be the purchaser or seller, in each case, as we may deem appropriate in our sole and absolute discretion and at such price or prices as we may deem satisfactory in our sole and absolute discretion. You are not entitled to any advance notice or 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. However, any such grace or notice period may be shortened or eliminated by us if without further notice to you if we believe it is appropriate to do so for our protection. We may exercise remedies under this Section without notice notwithstanding any prior grace or notice period provided to you.

**15. 償還債務** 您有責任支付Scottrade賬戶里所欠的所有的交易款項，借款，聯邦追繳金或其它債務（簡稱“債務”）。您同意您賬戶里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，無論您是否有收到交易確認，支付購買的證券的資金或遞送賣出證券的證書是您的意圖和義務。您同意償付賬戶里任何借款（例如，欠Scottrade的借款），在要求時，立即償還賬戶里任何欠債。交付或傳送到分行的款項（不收現金，旅行支票，第三方支票或在投資俱樂部，有限責任合夥企業或有些責任公司的私人支票）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，票面名稱正確無誤，所有公司重組調整完畢及不附帶任何債權）。賬戶里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。

**16. 債務保障** 所有我們保管的證券，期權，餘額，銀行存款餘額、資產和其它財產，無論是為您的或在您的賬戶，個人所有或與其他人共有的，是現在擁有或將來獲取的，及任何收入或支出（總稱“抵押品”）將會用來作為償還債務的抵押。您再此授予我們在債務抵消時連續的，精確的，最優先的利益和權利。由於受某些相關的法規，法則或條例的限制，在我們為了保護我們的利益時，我們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他您有利益的賬戶。為了施行留置權，我們有權出賣，讓與，及遞送您任何一個賬戶里的任何抵押品來償還您的債務或在我們認為有必要保護我們的利益的其它時候。如果我們置信您賬戶里的證券不夠償還您的債務或在我們認為某些能對您的賬戶造成危害的情形下，我們有權：（a）取消現有的證券，期權，資產或其它財產買賣的訂單；（b）賣出您賬戶中持有的庫存；（c）買進補回您在賬戶里賣空的證券，期權，資產或其它財產；或（d）依照聯邦儲蓄系統管理會，或其它制約我們的證券管理或自我管理機構的規定和法則，我們會要求您存入額外的抵押品。我們還會，但沒有義務這樣做，自行要求您存入額外的抵押品以保障您債務的償還。我們應有除了在此陳述的權利和補償之外，擁有在相關法律的允許下給予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，我們可在沒有提前通知，提交，要求或催繳的情形下採取任何或全部上述的行動，而且您表明在沒有我們提前通知時允許我們這樣做。您在此委任我們作為您確實的合法的代理人 and 全權代表，以您全部的名義，執行所有契約和取必要的或妥當的措施去實行在此合約中的及適當法律允許的權利及補償。

**17. 違約** 以下情況被認為是“違約”：（a）您沒有依照合約規定的形式及時間付款；（b）您沒有按要求的形式或時間繳納保證金或不遵守所要求的其它的義務；（c）如果材料是自制或複製，或被確認為是自制或複製的，你所做的任何表達或擔保將屬無效或不真實（d）您聲明將不履行此合約中的義務；（e）您沒有履行現在或將來簽署的任何合約中對我們的義務；（f）在到期日（包括提早到期日）您沒有償還所借的欠款，或沒有繳納此類欠款中的保證金；（g）當債務到期時，你申請並同意指定你的財產接收人，受托人，監護人，清算人或類似人員，或申請並同意這些人擁有你的大部分財產，書面承認無力或不能償還債務，為債權人而轉讓財產，提出或已提出申請或囑咐按美國法第 11 條款或按類似有關財產重組，清償，終止，破產或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，或（h）我們相信我們或許不能按照協議中的條款的規定或根據我們為你做的任何交易及時使用我們所扣留的或將扣留的你的財產。

**18. 補償辦法** 在上述違約行為發生時，我們可以，獨自及不另行通知您就：（a）取消或清算您的賬戶及任何您賬戶里的庫存證券和交易；（b）以您的債務或抵押來解除我們欠您的債務；（c）用任何抵押來償還您欠我們的債務；（d）賣出或認為已賣出您賬戶里和證券，證書或其它財產；和（e）買進或認為已買進您賬戶里賣空的證券，證書或其它財產。此段中的所有賣進或賣出可能會受到在我們是買方或賣方的公開和私下買賣的影響，在每一情形下，我們認為我們的獨立判斷是合適的並且買賣的價格是可取的。您就此類補償措施，無權獲得我們的任何提前通知。在我們的獨立判斷下，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，我們可能會不額外通知您就縮短或取消任何此寬限期或通知期限。儘管為您提供了任何寬限期或通知期限，我們仍可根據此段條款在沒有通知的情形下執行補償措施。

**19. Free Credit Balances and Funds Availability and Bank Deposit Program.** 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 in Addendum 8, or through other arrangements that Scottrade may make available. We may change or replace the above options in 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 for your Obligations. 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 anytime in our sole and absolute discretion. Our use of credit balances in our business is subject to the limitations of 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.

**20. 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, which are 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 protections do not cover fluctuations in the market value of your securities. A brochure with details of SIPC's protection is available at [www.sipc.org](http://www.sipc.org) or by calling (202)-371-8300.

**21. Control or Restricted Securities.** Scottrade does not 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 to not enter sell orders with Scottrade for securities that are subject to Rule 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 be able to sell such securities through your Account.

**22. Responsibility 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 changes, symbols changes, dividends, including stock dividends, option symbols, and option deliverables and any available insurance coverage, including the limitations on such coverage. Scottrade may, but is not obligated to, notify you of any upcoming expiration or redemption dates, or take any 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 dates, redemption dates, and the circumstances under which rights associated with your securities may be called, cancelled, 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, which is \$0.01 or more in the money, the option is subject to automatic exercise. However, Scottrade reserves the right at our 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 in that they can 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.

**23. 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 notice from you in writing that you object to us providing this information.

**24. Privacy Disclosures.** Addendum 2 to this Agreement is our "Privacy Policy and Security Statement." It describes how we protect your personal and financial information that we collect in the course of providing financial services to you. You acknowledge that you have received and read Addendum 2.

**25. Mutual Fund Investing.** You may invest in 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, read and understand the fund prospectus, which describes the risks associated with the investment. Some mutual funds available through Scottrade may impose a sales charge on the purchase of shares of the fund. These charges are known as a "sales load." You may also be able to purchase mutual fund shares without paying a front-end sales load, although you may be charged a "contingent deferred sales charge" (i.e. back-end load) upon the sale or redemption of the shares. These charges may not be included in the fund's performance data. We may receive all or part of a sales load in connection with your investment in the fund's shares. Please consult the fund's prospectus for more information. Some mutual funds offer reductions in front-end sales loads, known as breakpoints, for purchases over certain amounts. In addition, such discounts may be available through Letters of Intent or Rights of Accumulation. You acknowledge that you are solely responsible for determining and obtaining breakpoints and rights of accumulation. Addendum 3 is a Disclosure Statement entitled "Mutual Funds Breakpoint Discount." This document describes various issues in purchasing load mutual funds. You acknowledge that you have received and read Addendum 3. Additional information about mutual fund breakpoints is available from the FINRA at its Web site [www.finra.org](http://www.finra.org). Please consult the fund's prospectus for more information. Some mutual funds impose a marketing distribution fee known as a "12b-1 fee." This fee is included in the computation of the fund's overall expense ratio and is reflected in the fund's performance data. We may receive all or part of the 12b-1 fees in connection with your investment in the fund's shares. Please consult the fund's prospectus for more information.

**19. 自由現金餘額、資金使用，以及銀行存款計劃** 您明白並同意史考特可以將您史考特賬戶中的現有現金餘額作為自由現金餘額放置在我們的銀行存款計劃中或通過其它由史考特安排的其它計劃中，銀行存款計劃在附本8中有描述。我們可以自行改變或者更換上述的選擇。在我們可以在我們的獨自判斷下，給您賬戶里還沒投資的自由餘額資金支付利息。自由餘額資金是您賬戶里還沒投資的現金除去您在交割日需付清買進證券的資金，或賬戶里需要結算之後的資金，對您賬戶的收費，及任何賬戶里用來償還債務做抵押的餘額資金。自由現金餘額不是銀行存款所以沒有FDIC的保險。如果您有收到付給自由餘額資金的利息，您同意您在賬戶里維持自由餘額資金是為投資目的，而不是單單為了收取利息的。如果我們認為您在Scottrade賬戶維持自由餘額資金的目的是為了收取利息，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。我們可在我們的獨自判斷下，增加或減少利率，決定停止支付或在任何時候開始支付利息。我們使用餘額資金是受到SEC條例第15c3-3條的約束。如果您賬戶里沒有其它的未執行的交易，您絕對有權利在正常業務情形下支取您賬戶里的自由餘額資金及已付清的證券。

**20. 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) 的會員，SIPC 目前將您賬戶里的資產保障到\$500,000，其中\$250,000是賬戶里存為投資目的的現金餘額的保險。賬戶里不是投資目的的現金餘額 (指只收取利息) 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。您可以去 [www.sipc.org](http://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。

**21. 控制性或限制性證券** Scottrade不受理控制性或限制性證券的賣單。您如已經存入或者想要存入任何沒有註冊、附加限制的、或者控制證券在您的賬戶，您同意通知我們。您同意您不輸入由1933證券法案條例144或145 (d) 管制的賣單。您同意支付Scottrade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，您明白並同意您將在您的賬戶中不賣出此類證券。

**22. 針對某些證券的責任** 您有責任了解所有在Scottrade買進，賣出及管理的證券的權力或規定，包括但不局限於分股，重新組合，合併，名稱改變，代號改變，股息 (包括股票息)，期權代號，及期權的交送與任何可獲得的保險範圍，包括其保險範圍限制。Scottrade可以但沒有義務通知您截至日期或贖回日期，或在沒有您的指示下以您的名義採取的任何行動，如有法律或制規機構構法則的要求的例外。某些證券或許會給您有價值的權利，除非您採取特別的行動，此權利會失效。這些證券包括債券，可轉換證券，許可證，股權及可以用為交換，或收購的權利。您有責任了解所有的失效日期，贖回日期以及與您的證券權力可能會被收回，取消或更改的情形。如果此類證券將要到期，成為無價值或被迫以低於市場的價格贖回而我們還沒有收到您的指示，我們會自行賣掉證券並將賣出所得存到您賬戶里。如果賬戶在失效前一個交易日里有一高於價內(In the money)\$0.01的一個期權庫存，期權會被自動執行。然而，Scottrade保留在到期之前或在到期之後自行執行/指派期權平倉的權利。您將要支付此類交易的佣金。Scottrade沒有採取以上行動的義務，我們不會承擔任何因為我們沒有採取行動所造成的損失。在布告欄和粉紅色櫃檯市場交易的證券以及其它交易稀少的證券具有特殊的交易風險，它們的波動性可能會更高並且通常會比交易的證券的流通性差。史考特保留不提前通知就以任何理由限制這類證券，或者任何其它證券交易的權利。

**23. 公司與股權人的通訊** 受SEC法則的規定，我們會在您擁有證券股份的公司索求下向他們透露您的姓名，地址，賬戶里證券庫存，除非我們收到您的書面通知反對我們提供類似資料。

**24. 隱私披露** 此合約的附本2是我們的"隱私條例及安全聲明"。它描述了在我們為您提供財經服務的過程中，我們怎樣保護所收集的您的個人及財務資料。您了解您已收到並閱讀了附本2。

**25. 共同基金投資** 您可以通過 Scottrade 投資多種多樣的共同基金。Scottrade 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線的限制，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 Scottrade 輸入基金交易，您則認您已收到，閱讀及明白基金公開說明書，它描述有關投資基金的風險。有些 Scottrade 提供的基金會收取購買基金的銷售費。這些銷售費稱為"sales load"。還有的基金在購買時不收申購銷售費 (front end sales load)，但您也可能在贖回或賣出基金時須支付延遲銷售費 (例如：後付銷售費 back-end load)。在基金業績數據中不一定會包括這些費用。我們會收到與您投資基金有關的所有或部分銷售費。有關詳細資料，請參考基金的公開說明書。有些基金購買達到一定的數量時，提供優惠預付銷售費用，稱為"臨界點" (breakpoints)。除此之外，此類優惠會通過購買意向書 (Letters of Intent) 或累積權利 (Rights of Accumulation) 提供。您了解您單獨為決定和得到臨界點折扣和累積權負責。附本 3 是"共同基金臨界點(breakpoints)折扣公開聲明"。此聲明描述了購買有銷售費的共同基金的要點。您了解您已收到並閱讀了附本 3。FINRA 及它的網站 [www.finra.org](http://www.finra.org) 有提供有關共同基金臨界點的額外資料。詳情請諮詢基金的公開說明書。一些共同基金收取市場分發費，稱為"12b-1 費"。在計算基金整體花銷比率時包括這個費用並且會體現在公司的業績數據中。我們可能會收取與您投資基金股份有關的全部或部分 12b-1 費用。預知詳情請諮詢基金的公開說明書。

**26. No-Transaction Fee Mutual Fund Program.** You may participate in our No-Transaction Fee Mutual Fund Program ("NTF Program") in your Account. This program allows you to invest online in no-load mutual funds through Scottrade without paying a sales load or transaction fee. No-load mutual funds purchased through a Scottrade broker instead of online are subject to our then current handling fee. We may receive compensation directly from participating fund companies or third parties in payment for the fund distribution services that 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. By participating in the NTF Program, you agree to the terms and conditions of the program as determined by Scottrade, as set forth in the Important Mutual Fund Information section of our Web site which are subject to change at any time without prior notice to you, and you acknowledge that we may modify or discontinue the NTF program without prior notice to you. By entering into a mutual fund transaction through us, you acknowledge that you have received, read and understand the fund 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 fee set forth in our commission schedule.

**27. International Accounts.** We may open accounts for non-resident aliens that are required to complete a Form W-8 for tax withholding purposes (International Accounts). We do not promote ourselves, nor hold ourselves out, as doing business outside the United States in these countries. Since this agreement is not binding until approved and accepted by us in the United States, this agreement shall be deemed to be a contract made in the United States. All services to be performed by us shall be performed solely in the United States in United States dollars. You understand that an International Account must be an Online Account. A Scottrade office in the United States will service your account because we do not have offices outside the United States. Notifications will be provided to you solely in electronic form through e-mail and notices posted to your particular account on Scottrade's Web site. You further understand that you may only fund the Account with wired funds, personal checks, cashiers checks and/or money orders drawn on United States banks. Our Web site 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.

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

#### 29. Arbitration Disclosures.

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

- (A) 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.
- (B) Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
- (C) The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
- (D) 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.
- (E) The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
- (F) 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.
- (G) The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this agreement.

**30. 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, on the one hand, and you or, if applicable, your shareholders, officers, directors employees, associates, or agents on the other hand, arising out of, or relating to, this Agreement, or any service provided by us, including transactions of any kind made on your behalf through us, shall be resolved by arbitration, in accordance with the rules of the Financial Industry Regulatory Authority (FINRA). If you are not a resident of the United States 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.

**31. 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: (a) the class certification is denied; or (b) the class is decertified; or (c) 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.

**32. Consent to Monitoring and Recording.** You understand that we may, in our sole and absolute discretion, monitor or tape record telephone conversations with you, and that 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 capable of being retrieved. You acknowledge that we do not accept order left on voicemail and you agree not to leave any instructions for us on voicemail to enter a securities transaction for you.

**26. 無交易費共同基金計劃** 您可在您的史考特證券公司賬戶內參加 Scottrade 無交易費共同基金計劃 (NTF 計劃)。此計劃允許您通過投資 Scottrade 網上投資不付費基金。通過 Scottrade 經紀人購買的無付費基金會按照我們現在或過去的制定的手續費收費。我們可能會直接從基金公司或者第三方收到因我們提供基金分配服務所得的報酬。這個報酬是包括在基金的總體花銷比率中並會體現在基金的業績數據中。預知詳情請諮詢基金的公開說明書。如您參加 Scottrade 無交易費共同基金計劃，您同意由 Scottrade 制訂的此計劃的條件與規定，此條件與規定既是在我們網站上設立的重要共同基金資料 (Important Mutual Fund Information)，我們在不另行通知時修改或終止此計劃。如您通過我們進行共同基金的交易，您認可您已收到，閱讀及明白基金的公開說明書，它描述了有關投資的風險。不在無交易費共同基金計劃範圍之內的無銷售費基金 (No-load) 仍應遵循我們佣金明細表中制定的交易費。

**27. 國際賬戶** 我們可為非美國居民開設國際賬戶。這些賬戶需填寫稅務預扣 w-8 表格。我們在這些美國以外的國家不做促銷或表現我們自己的活動。因為此合約要在我們的同意和接受下才會生效，這個合約將被認為是在美國制定的合約。我們所提供的所有服務都將從美國提供並以美元為單位。您明白所有國際賬戶是網路賬戶。因為我們在美國以外沒有辦公機構，Scottrade 在美國的辦公機構會為您提供賬戶的服務。我們只會用電子郵件的形式為您提供通知並會在 Scottrade 網站您的賬戶里顯示出來。您還同意您只能用電匯，從一家美國銀行支取的個人支票，現金支票和/或匯票的形式為賬戶里存入資金。如果在某區域誘導或服務被視為違反法律，我們的網站則不能被認為是在誘導或提供投資產品及服務。

**28. 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，這是一個可以從 FINRA 註冊的券商資料的網路工具。若要進入 BrokerCheck 或下載手冊，請去 [www.finra.org/brokercheck](http://www.finra.org/brokercheck)。您也可以撥打 BrokerCheck 熱線電話 (800) 289-9999。

#### 29. 仲裁披露

此合約含有爭端前仲裁條款。如簽署此合約，各方同意如下：

- (A) 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，提交索賠的仲裁會的判決所提供的權利例外。
- (B) 仲裁裁決通常是最終並且是制約的；一方通過法庭駁回或修訂仲裁裁決的能力是非常局限的。
- (C) 在仲裁中，各方獲取文件，證人證詞和其它發現通常比法庭程序要更有所限制。
- (D) 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。
- (E) 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
- (F) 有些仲裁團的法則可能會施加將索賠提交仲裁的時間限制。在一些情況下，不符合仲裁的索賠可以提交法庭。
- (G) 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。

**30. 仲裁糾紛協議。** 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，另一方是您或者適用的話，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，或者任何我們提供的服務造成的任何爭議，糾紛，索賠，或不滿，包括任何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理局 (FINRA) 的規定通過仲裁解決。如果在一個任何仲裁糾紛發生時，您不是美國的居民，您同意任何仲裁聽審將會在密蘇里州的聖路易舉行，您認可所有位於密蘇里州的法庭的個人管轄權來強制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。如果任何一方無效地抵制在此協議下提出的仲裁裁決的確認和執行，那麼所有的開支，律師費用以及由另一方在確認或執行此決議時所產生的費用將全部向抵制決議的確認或執行的一方徵收並由其支付。

**31. 集體起訴** 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，下列三種情形例外：(a) 法院拒絕受理該集體訴訟或 (b) 該集體訴訟的法院受理被取消或 (c) 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。

**32. 監視及錄音許可** 您明白我們會獨自判斷下監視或錄音與您的電話談話，您應允此類的監視及錄音。我們沒有被要求記錄所有的電話錄音並不能保障任何電話錄音的保存或復原。您了解我們不能接受電話留言的訂單，您同意不在留言機里留任何讓我們下單交易的指示。

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

**34. Complaints.** You may direct complaints to your local Scottrade branch or Scottrade's national service center at support@scottrade.com, Chinese@Scottrade.com (Chinese) or by calling 1-800-619-SAVE (Chinese 1-866-246-1788). Written complaints may be sent to Scottrade, Inc., Attn: Compliance Department, 500 Maryville Center Drive, St. Louis, MO 63141-5814.

**35. 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 the transactions are executed.

**36. 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 with prior notice to you.

**37. 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, or delays in the transmission of orders due to a breakdown or failure of transmission facilities or other conditions beyond our reasonable control.

**38. Entire Agreement and Severability.** This Agreement, any attachments hereto, and the terms and conditions contained in statements and confirmations, 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, (a) you agree to perform all of your obligations in respect of each such transaction, (b) we shall be entitled to setoff claims and apply property held by us in respect of any such transaction or otherwise against obligations owing to us in respect of any other such transaction or otherwise, and (c) 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.

### 39. Amendments.

Scottrade may amend, change, revise, add or modify this Agreement at any time. The current version of the Agreement will be posted on our Web site, [www.scottrade.com](http://www.scottrade.com), and you understand that your continued Account activity after such amendment constitutes your acceptance to be bound by all amendments 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 without written acceptance from the General Counsel of Scottrade.

### 40. Notices

**To You.** Scottrade will send all notices and other communications relating to your Account to the mailing address or, where applicable, the electronic mail address that you specified on your Brokerage Account Application and/or post the 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 mailing address by mail, messenger, telegraph, electronic data communication, fax or otherwise or to your electronic mail address is considered delivered to you personally, whether you receive it or not. You agree to inform us promptly of any changes in your mailing address or electronic mail address.

**To Us.** All notices and other communications to Scottrade required or permitted under this Agreement shall be in writing and shall be directed P.O. Box 317659, St. Louis, MO 63131 Attention: General Counsel.

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

**42. Business Continuity Disclosure.** Addendum 4 to this Agreement is our "Business Continuity Disclosure." It describes our plans for dealing with significant business disruptions that may include power outages, natural disaster or other disruptions. You acknowledge that you have received and read Addendum 4.

**33. 電子郵件及電子通訊** 所有我們發出或收到的電子郵件會透露給不是您想要的接受人以外的人監視，閱讀。您了解您想要的收件人或許會延遲收到您的電子郵件。您同意無論延遲是由我們或第三方造成，你不會讓我們受到損害。所有Scottrade發送和收到的電子郵件有可能被我們公司電子郵件系統留取。您同意不用電子郵件傳送買賣的訂單，我們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的損失，您還同意不追究我們的責任。通過我們網站，無線通訊或電話通與Scottrade的通訊會由Scottrade收存並會透露給不是您想要的接受人以外的人的監視，閱讀。

**34. 投訴** 您可以投訴到Scottrade分行或Scottrade全國服務中心的電子信箱 support@scottrade.com (華語電子信箱: [chinese@scottrade.com](mailto:chinese@scottrade.com)) 或撥打 1-800-619-SAVE (華語 1-866-246-1788)。書面投訴請寄到 Scottrade, Inc., Attn: Compliance Department, 500 Maryville Center Drive, St. Louis, MO 63141-5814

**35. 相關法則及規定** 您了解此合約及您賬戶里執行的交易應遵守聯邦及個州相關法律，條例，也同時應遵守交易執行地區的憲法、法則、規定、習慣、慣例及交易執行所在的證券交易所，市場及它的清算部門的裁決及說明。

**36. 管轄法律及讓與** 此合約及它的執行是由密蘇里州的法律管轄(無視法律條例的衝突)；將分別或共同覆蓋您在我們公司開的或重新開的個人或共同賬戶；將在維護通過合並，聯合或其它方法所產生的我們的後繼人，讓與人的利益下施行；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利益和權益的所有其他人士。您不可以在沒有獲得我們事先書面允許的情形下轉讓此合約的權利和職責。我們可以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讓與人，或在事先通知下轉讓給其它的實體。

**37. 由於非常事件引起的損失；責任範圍限制** 我們將不會對由於戰爭，罷工，自然災害，恐怖活動，政府限定，證交所及市場的裁決，交易暫停，電腦或通訊綫路的故障，通訊設施的故障或其它超出我們控制範圍使訂單傳送延遲而造成的直接或非直接的損失負責。

**38. 合約整體性和可分割性** 此合約、合約附本、以及月結單及確認書中條款和條件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認為是無效或任何法庭，或律法或自裁機構或實體認為是無法施行的，此規定或條件將被更改或，如果必要的話，取消以遵從相關法庭，律法或自裁機關或機構。其它的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的基礎上進行交易，您了解每一交已視為單一合約行為並顧及了彼此雙方的協議關係。因此，除了在合約中制訂的任何其它權利和規定以外，(a) 你同意在每一個交易時履行所有義務。(b) 我們有權使用根據此交易所持有的或其他類似交易中由於違反我們的規定而被扣留的財產來抵消索賠，和(c) 任何此項交易中我們所做的付款，交割和轉讓都是基於考慮任何其他類似交易的付款，交割和轉讓而作出的。付款，交割和轉讓的義務可以用於互相制約和抵銷。

### 39. 修訂.

Scottrade在任何時候可以補充，變更，修正，附加與修改此合約書。最新的合約書會在我們的網站 [www.scottrade.com](http://www.scottrade.com) 公佈出來。您明白在修訂後，如您繼續在賬戶活動則會構成您同意受此合約書所有的修訂條款所約束。另外，您明白如果沒有取得Scottrade總法律顧問的書面許可，您不可以試圖以口述或書面的形式對此合約做任何修改。

### 40. 通知

**對您的通知** 對於您賬戶有關的所有通知，Scottrade會發送到您的郵寄地址，或送發到您在經紀賬戶申請表上填寫的電子郵件的地址和/或將通知及其它通訊諮詢送到您可以登入並可以瀏覽的網路服務器中。Scottrade不會對於時差或網路連接性引起的問題負責。無論您收到與否，所有通過郵寄，投遞員，電報，電子通訊，傳真或其它方式，或通過您的電子郵件地址發送給您的諮詢是被認為是投遞給您本人。如果您的郵寄地址或電子郵件地址的有所更改，您同意要及時通知我們。

**通知我們** 此合約要求或允許的所有對於Scottrade的通知或其它的通訊諮詢應為書面的形式並送遞至 P.O. Box 317659, MO, 63131 Attention: General Counsel

**41. 棄權聲明** 如果我們在任何時候沒有堅持此合約或其中的規定將不會構成或被認為是我們放棄我們的任何權利。

**42. 業務持續性公開說明** 此合約的附本4是我們的“業務持續性公開說明”。它描述了我們在處理重大業務中斷事故時所採取的措施，這可能包括停電，自然災害或其他中斷事故。您了解您已收到並閱讀了附本 4。

**43. 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, 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 disputed or other remaining matters arising from our relationship.

**44. 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.

#### INTERNET TRADING

The following provisions apply to accounts that have access to our Internet trading functionality or online account access.

**45. Consent to Electronic Delivery of Information and Records.** Internet Accounts typically receive account information, including trade confirmations, account statements, proxies, shareholder information, important notices, messages and other records and communications electronically ("electronic delivery"). To receive electronic delivery, you must consent to receive these documents electronically. 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 Web site or that of a trusted third-party. 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 Web site 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 will be charged fees for delivery of these paper documents. We will provide you with online notification or send you an e-mail regarding the availability of the documents on our Web site. 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. You acknowledge that our primary method of communicating with you will be by posting information to servers that you may access from your Account with us online. You agree to check your Account on our Web site regularly as you may not have any other means of knowing that a communication has been delivered to you. 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 Web site.

**46. 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 your 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 and Scottrade Bank and any other respective officers, directors, employees, agents and affiliates harmless if any other person utilizing your User ID, Account number or password or any other confidential information provides instructions to us that may be contrary to your instructions or unauthorized by you. You will immediately notify Scottrade in writing or by email of any loss, theft or unauthorized use of your User ID, Account number and/or password or any other confidential information.

**47. Electronic Trading System Risks.** Electronic or computer-based facilities and systems, such as those used by us are inherently vulnerable to disruption or failure and may be unavailable to you from time to time. We do not guarantee that any or all of these means will be available to you at a particular time. You agree that if electronic access is unavailable that you must use an alternative means of access to conduct transactions and other account activity, which may delay access to your account or your ability to effect transactions.

**48. 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 OF 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 SHALL NOT BE LIABLE TO YOU BY REASON OF 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, FOR EXAMPLE, THOSE CAUSED INTENTIONALLY BY US FOR PURPOSES OF SERVICING THE SYSTEM. YOU ACKNOWLEDGE THAT ALTERNATIVE TRADING ARRANGEMENTS ARE AVAILABLE THROUGH US AS LISTED ABOVE BUT WE DO NOT GUARANTEE ACCESS TO ALTERNATIVE TRADING ARRANGEMENTS WILL BE AVAILABLE AT A PARTICULAR TIME AND WE WILL NOT BE HELD LIABLE FOR DELAYS IN ENTERING 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 IN THE MONTH IN WHICH THE ACTION AROSE.

**49. Risks of Online Trading.** Addendum 5 to this Agreement is a "Disclosure of Online Trading Risks." This Addendum generally describes the unique risks of online trading and volatile markets. You acknowledge that you have received and read Addendum 5.

**43. 終止** 在您還清您所欠我們的任何債務之後，您可以在任何時候書面通知我們終止此合約或關閉您的賬戶。您應仍然對由您引起或授權的所有債務負責，這包括，無限期，任何無論是在終止前或以後發生的交易，欠款和由此合約所定的利息。我們可以在任何時候，不提前通知，獨自以任何理由終止此合約或關閉您的賬戶。合約中的條件和規定將會繼續生效，適用於您賬戶的任何有爭議或其他由自我們關係的遺留事宜。

**44. 標題** 每一章節所含的標題只用做描述目的的，應不認為是修改或限定每一章節所述的任何權益或義務。

#### 網路交易

以下規定適用於使用我們的網路交易功能或網上連接的賬戶。

**45. 電子遞送資料及記錄的許可** 網路賬戶主要以電子遞送的形式收取賬戶資料，包括交易確認，賬戶月結單，委任書，股東資料、重要通知，信息和其他單據和通訊（簡稱：電子遞送）。為了收取電子遞送，您一定要許可電子遞送。當電子遞送的資料在我們網站由密碼保護的伺服器上公佈時，您則可以連接得到。如您認可收取電子遞送，您則同意取消郵寄書面文件。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）並將會一直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許可電子遞送的設定。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書面文件，您則明白您要支付專遞書面文件的費用。我們會在網路通知或者發送電子郵件告知您在文件可在網上查看。如果我們無法電子方式通知您，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書面的方式遞送。您了解我們與您通訊聯絡的主要方式是將資料公佈在我們的您可以從您網路賬戶中連接到的網路服務器中。您同意您會定期我們網站留心查看您的賬戶，因為您也許沒有其它方式知道有通訊資料遞送給您。我們不會對電子遞送收費，但您的網路連接提供公司也許會收取網路連接及使用的費用。文件和資料會以 html 或 PDF 的格式提供並可以打印或/和存留下來。您了解您能夠連結 html 或 PDF 格式的文件。您了解史考特警示和訊息中心里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資訊。

**46. 安全及保密** 您同意您是賬戶唯一的持有人，您獨自負責，共同或分別的（如適用），保密及保護允許您上網連結我們交易系統的您的用戶名及密碼。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、銀行交易以及其他交易在內的所有行動、非行動和其他任何活動負責。如果任何其他他人使用您的用戶名、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指示，您同意不追究 Scottrade、Scottrade 銀行、以及他們的執行官、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、密碼或其他保密資料。

**47. 電子交易系統風險** 我們使用的以電子或計算機為基礎的設施和系統會在內地在容易中斷或發生故障，造成偶爾無法使用。我們不能保證任何或所有的方式會在某一時刻可以使用。您同意如果電子方式不可以使用，您必須選擇其他方式來連結賬戶並進行交易及其它賬戶活動，這些方式可能會延長您連接賬戶或者進行交易的能力。

**48. 責任限度** 您認可我們的系統是“此樣”的，並沒有任何表明或隱含的保證書，包括，但不局限於，隱含地保證可買賣性或某一特別使用，目的或應用的適用性；及時性；無中斷；或任何隱含的由於交易使用，交易過程或施行過程發生的保證。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，這包括生意，盈利或信譽上的損失。我們不會對以任何原因造成的我們系統的延遲或中斷負責，原因包括但不局限於由軟件或硬件的故障，政府，交易所或其它的裁決行爲；上天之行，戰爭，恐怖活動或我們有意的行爲。您明白我們的系統會延遲或中斷，包括，例如那些由於我們爲了維修系統的目的而造成的。您了解我們會提供上述的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時刻可以使用，我們不應對輸入訂單的延遲負責。無論在任何情形下，無論是何行爲及您所受到的損失，我們的賠償不能超過在此行爲發生的某個月內您付給我們的佣金及費用。

**49. 網路交易的風險** 此合約的附本 5 是“網路交易風險聲明”。此附本總結了網路交易及市場起伏的風險。您了解您已收到並閱讀了到附本 5。

**50. Use of Scottrade's Web Sites.** Web sites refer to Scottrade's Web sites (*scottrade.com*, *scottssave.com*, *scottrader.com* and additional Web sites that we may register). The Web sites provide you with content and information. Content includes account positions, account activity, balances, transaction status, statements, confirmations and other Account-related data. Information is not related specifically to an Account. Information is financial or investment information provided by third parties to us that we provide to you, which includes market data, news, research, financial analysis, commentary, or tools. The information on the Web sites is provided from sources believed to be reliable but cannot be guaranteed. The content on the Web sites is provided as a convenience but may be inaccurate or outdated. You agree at all times to rely upon your transaction confirmations and statements as the official records of your Account. We may without notice to you change, revise, modify, add, upgrade, remove or discontinue any part of the Web sites. The Web sites may include hyperlinks to third-party Web sites. We are not responsible for the information or content provided by such third-party web sites. The information provided on our Web sites is not customized for you and you understand that the information provided to you is not a recommendation to you about the suitability of a purchase and/or sale of any security.

**51. Market Data, News and Other Information.** You agree that the market data, news and other information available to you through our Web site is for your personal use and that you will not retransmit or republish this information in any form. We may terminate your access to the above at any time in our discretion 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, and that no accuracy or completeness of the information is guaranteed. You also acknowledge that we do not guarantee that there will not be interruptions in its availability. You further acknowledge 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 that: a) "Data Disseminators" (the New York Stock Exchange, NASDAQ, the Options Price Reporting Authority, their processors and each constituents of these Data Disseminators, including the Chicago Board Options Exchange, American Stock Exchange, National Stock Exchange, NYSE Arca, and Philadelphia Stock Exchange, 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; b) neither we nor any Data Disseminator guarantees the timeliness, sequence, accuracy or completeness of any Market Data; c) the Data Disseminators and/or Scottrade shall not be liable to you or to any other person for any losses or damages arising from inaccuracies, errors, omissions, delays, interruptions or non-performance, whether or not 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; d) no Data Disseminator nor Scottrade may be held liable for any discontinuance in the provision of Market Data or for any change in the manner of distribution for any reason; e) Market Data is made available for your own personal use and you are prohibited from furnishing it to any other person or entity; f) Data Disseminators or Scottrade may terminate your receipt of Market Data at any time; g) 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 attorney's fees that any Data Disseminator may incur in so enforcing this agreement. Without limiting the generality of the foregoing, you agree that you will i) not use any software tools, procedures or instructions (other than to access the Web site through standard browsers), automatic devices or automated processes, or manual processes to monitor or access data or content provided by us through the Web sites, ii) not use any device, hardware or software to bypass our security, iii) not disrupt or attempt to disrupt the proper or usual working of any Scottrade Web site or Market Data, news or information application, iv) not modify or alter any of our software, v) or 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 (currently 20 stocks for the Scottrade brokerage service and 10 stocks for the Scottrade Service), vi) access the information available through our Web sites 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 of any provision of this paragraph by you 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, as applicable, (a) specifically enforce such provision, and (b) restrain and enjoin breaches and threatened breaches by you.

**52. 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.

**53. Extended Hours Trading Disclosure.** Addendum 6 to this Agreement is a "Extended Hours Trading Disclosure" statement. To the extent that you enter orders during after-market hours, you acknowledge you have carefully considered the risks of extended hours trading and whether such trading is appropriate for you. You acknowledge that you have received and read Addendum 6.

**54. 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 to communicate with our system ("Our Software"), solely as provided herein. Title to Our Software shall remain the sole property of Scottrade, including without limitation, all applicable rights to patents, copyrights and trademarks. You shall secure and protect Our Software in a manner consistent with the maintenance of Scottrade's ownership and rights therein and shall not sell, exchange, or otherwise transfer Our Software to others. We shall be entitled to obtain immediate injunctive relief against threatened breaches of the foregoing undertakings. You shall 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 shall become subject to this Agreement. You agree that we shall have no liability for and you will hold us harmless from your use of Our Software.

**50. Scottrade 網站的使用** 網站是指與 Scottrade 網站有關的網站 (*scottrade.com*, *scottssave.com*, *scottrader.com* 及我們會註冊的其它網站)。網站為您提供了內容及資料。內容包括賬戶庫存證券, 賬戶活動, 結餘, 交易現狀, 月結單, 確認書及其它與賬戶有關的數據。資料是與某一賬戶無特別關係的。資料是指由第三方提供的有關金融或投資的資訊, 這包括市場數據, 新聞, 研究, 金融分析, 評論, 或工具。我們認為網站上的資料來源是可靠的但是被不保證的。網站商提供的內容是出於方便您而提供的, 可能是不準確或過時的。您同意至始至終要依賴您的交易確認和月結單作為您賬戶的官方文件。我們會不另行通知就改變, 修正, 更改, 增加, 升級, 取消或終止網站的任一部分。網站會包括連結第三方網站的超級連接。您了解我們不會為這些第三方網站提供的資料或內容負責。我們網站提供的資料不是為您一人專門提供的, 您明白我們為您提供的資料並不是在推薦任何一個證券買賣適合與否。

**51. 市場數據, 新聞及其它資訊** 您同意我們網站提供的市場數據, 新聞及其它資訊是為您私人使用的, 您不可以任何形式轉送或重新發佈。我們可以在任何時候, 不通知您的情況下自行終止您獲取上述資訊。您了解為您提供的資訊是從我們認為是可靠的來源獲得的, 在我們最大的努力的基礎上披露, 我們不能保證資訊的準確性或完整性。您也了解我們不能保證此資訊的提供不會有中斷。您還了解提供此類資訊並不構成我們對任何一種證券的買賣的推薦, 或我們在提供任何財經, 稅務或法律方面的諮詢。更確切一點, 對於市場數據, 您同意: a) 提供"市場數據" (例如: 前次交易價格, 買方要價, 賣方出價或其它提供的諮詢), 的"數據傳播者" (Data Disseminators) (紐約證交所, 那斯達可, 期權價格報告機構, 他們的資訊處理者及這些數據傳播者的組成部分, 包括提供"市場數據"的芝加哥期權交易所, 美國證交所, 國家證交所, 紐交所 Arca, 費城證交所)擁有所有他們提供的所有市場數據的所有權; b) 我們與任何數據傳播者都不會保證任何市場數據的及時性, 連續性, 準確性或完整性; c) 無論是否由於疏忽行為或由於數據傳播者或 Scottrade 的準意造成的, 數據傳播者和/或 Scottrade 不應對以下負責, 對於不準確, 錯誤, 省略, 延遲, 中斷或表現失敗引起的任何損失或損害, 因為市場數據服務的無法或不便使用造成的偶然的, 特別的, 間接的損害負責; d) 數據傳播者或 Scottrade 都不會為市場數據的終止提供或因任何原因其傳播方式改變而負責; e) 市場數據是為您私人使用而提供的, 是禁止提供給其它人或實體的; f) 數據傳播者或 Scottrade 可以在任何時候終止您獲得市場數據; g) 此合約是維護 Scottrade 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他人基於此合約欲意以外的連接及使用採取法律措施。您必須承擔數據傳播者由於強制履行此合約而造成的律師費用。為了不限制前述的總體性, 您同意您 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 Scottrade 的安全系統, (iii) 不中斷或企圖中斷任何 Scottrade 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 Scottrade 的軟件, (v) 或用任何軟件或程序來獲取超出 Scottrade 規定限額的數據, 包括企圖超越或已超越 Scottrade 所限的能同時獲取資料的股票數量 (目前 Scottrade 經紀賬戶是 20 家股票, Scottrade 是 10 家股票), (vi) 只能用人為索求的方式來獲取資訊, 而不是用 macro 程序或其他自動方法, 和 (vii) 不做任何可能造成或可能造成 Scottrade 基礎設施或網路服務器的超負荷非正常運轉的行為。您同意不會分發任何會違反此條件及規定的軟件或指令。您還同意違反此段落中的任何規定將給 Scottrade 所造成不可補償的損失。所以, 如果這種違反規定的行為發生, Scottrade 應在其他補償方法的基礎上擁有的以下的權利 (a) 特別強制執行此規定, 和 (b) 阻擋及禁止您違反或企圖違反規定的行為。

**52. 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教育自己有關於當日沖銷的風險。

**53. 延長時段交易透露** 此合約的附本6是"延長時段交易風險的透露聲明"如您一定要在盤後下單的話, 您了解您已仔細地考慮了延長時段交易的風險及此交易是適合於您。您了解您已收到並閱讀了附本6。

**54. 使用我們軟件的許可** 針對 ScottradeELITE 的用戶和其它我們有為您提供下載軟件的系統, 我們授予您, 您並同意接受在此文中提供的非專一, 非轉讓的許可來使用我們系統通訊的專有的軟件 (簡稱"我們的軟件")。我們軟件的產權仍然是唯一屬於 Scottrade 的財產, 包括並無限於, 所有有關的專利權, 版權及商標權。您應與 Scottrade 的所有權和權力一致的方式來保障及維護 Scottrade 我們的軟件, 應不出售, 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進行為計劃的威脅。對於我們的軟件, 除非有 Scottrade 的總律師顧問的書面允許, 您不可以影印, 修改, 翻譯, 編輯, 逆反設計, 打開或將其解開到人們可以閱讀的形式, 或改編, 將它應用於創造衍生作品。任何為您提供的有關我們軟件的更新, 替換, 修訂, 強化, 增加, 轉換將受限制於此合約。您同意我們不對您使用我們的軟件負任何責任而且您不應使我們受到傷害。

## MARGIN ACCOUNTS

In consideration of Scottrade opening one or more Margin accounts for you, you agree to the foregoing and following provisions.

**55. 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 in our discretion regardless of the amount of Collateral delivered to us and we may change such minimum and maximum amounts from time to time.

**56. Risk of Margin Trading.** 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. Addendum 7 is a "Margin Disclosure Statement" regarding the risks of margin. You acknowledge that you have received, read and understand Addendum 7.

**57. Requirement to Maintain Sufficient Margin.** Your margin transactions are subject, at all times, to the initial margin and maintenance margin requirements (the "Margin Requirements") established by us and the applicable exchange, FINRA, or the Federal Reserve Board. You shall monitor your Account to ensure that at all times the Account shall contain sufficient equity 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 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 so as to continuously meet the Margin Requirements. The general formulas for calculating margin requirements provided in the paragraph below are only illustrative and may not accurately reflect the actual margin requirement in effect at a particular time for your Account. You acknowledge that we are not obligated to: (a) request additional securities or other property for margin purposes in the event the Account falls below minimum margin requirements; (b) notify you of any such deficiency; or (c) allow you time to deposit additional securities or other property. You agree to promptly satisfy all margin and maintenance calls. With regard to initial margin, Regulation T of the Federal Reserve Board and FINRA 4210 require that all margin accounts meet a \$2,000 minimum equity requirement (\$25,000 is required if you are deemed to be a "pattern day trader" pursuant to FINRA Rule 4210); and have must meet an initial 50% requirement of the amount purchased or sold short. With regard to maintenance requirements, we typically issue a margin call (i.e. request for the immediate deposit of additional Collateral) if the equity in your Account drops below 30 percent (50 percent for non-U.S. residents who have an International Account) of the market value. 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 levels.

**58. Margin Calls.** Margin calls may be issued in writing, via telephone, electronically, or by other means of communication. In some situations, such as 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 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 the 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 or written representations by Scottrade that indicates a different dollar amount, liquidation time, or suggests 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 at our sole and absolute discretion to close out any positions for any Account that represents a negative liquidation value.

**59. Interest Charges on Debit Balances.** You agree to pay interest on all debit balances in any Account. Interest on your average daily net debit balance will be calculated using a base rate determined by us and may be changed at any time in our discretion. The base rate is influenced by market conditions, loan demand, broker call rate and/or prime rate. Additional discounts may apply. Interest is accrued daily and will be posted or compounded monthly and is calculated on a 360-day year. You understand that 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 anytime and without advance notice. Free credit balances in your Account will be used to reduce your margin debit balance before interest is calculated. You understand that the interest charge made to your Account(s) 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 interest rates, go to Scottrade.com.

| Debit Balance               | Margin Interest Rate  |
|-----------------------------|-----------------------|
| \$0.01 - \$9,999.99         | 0.25% below base rate |
| \$10,000.00 - \$24,999.99   | 0.50% below base rate |
| \$25,000.00 - \$49,999.99   | 0.75% below base rate |
| \$50,000.00 - \$99,999.99   | 1.25% below base rate |
| \$100,000.00-\$249,999.99   | 1.50% below base rate |
| \$250,000.00 - \$499,999.99 | 1.75% below base rate |
| \$500,000.00 - \$999,999.99 | 2.25% below base rate |
| \$1,000,000.00 and above    | 2.75% below base rate |

## 融資融券賬戶

如Scottrade為您開設一個或以上的融資融券賬戶，您同意前述的及以下的規定。

**55. 融資融券貸款** 我們可以在我們的獨自判斷下，為購買，施行或執行證券，期權或其他財產的交易給於您貸款（簡稱“融資融券貸款”）。融資融券貸款只可以提供給融資融券賬戶。您同意您獨自將根據您的財務資源，目標和其他相關的情形，對於融資融券是否適合於您的決定負責。您明白Scottrade是不會為您做這種決定。鑒於制規機構的要求，無論我們持有您轉給我的抵押品的數量的多少，我們會自行制定任何融資融券貸款的最低線及最高線額，而且我們會隨時更改最低線及最高線額。

**56. 融資融券交易的風險** 您明白用融資融券做交易（包括賣空）涉及到高度的風險並會造成您損失的資金超過您存入賬戶資金數額。附本7 是有關融資融券風險的“融資融券聲明透露”您了解您已收到，閱讀並明白附本7。

**57. 維持足夠融資融券保證金的要求** 您的融資融券交易必須始終要滿足我們或有關證交所或FINRA和聯邦儲蓄委員會制定的起始及維護最低保證金的要求。您應一直監視您的賬戶並確認您的賬戶里始終有維持足夠的淨資產來滿足有關保證金的要求。我們會在任何時候，獨自更改保證金的要求。我們要求的保證金可能超過某個證交所或協會的規定限額。如果您賬戶沒有足夠的餘額來滿足保證金的要求的話，我們會拒絕任何訂單，並會因為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，一直繼續保持賬戶有足夠的餘額來滿足保證金的要求。以下段落中提供的用來計算保證金的一般方法只是說明性的，不一定會準確反映當時某一特定時刻實際的保證金的要求。您了解我們沒有義務：（a）當賬戶低於最低保證金要求時，為保證金目的要求索取額外的證券或資產；（b）通知您這種不足的情形；或（c）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：滿足\$2000最低淨資產要求（屬於FINRA法則4210規定的“慣性當日沖消客”則需要\$25000）以及50%購買或者賣空的起始保證金要求。對於維護保證金要求，如果您賬戶的淨資產額低於市場價值的30%（非美國居民國際賬戶是50%）我們通常會發出追繳通知（例如要求立刻存入額外的擔保金）。在某些例如（但不局限於）庫存證券過於集中，股票價格過低或過於活躍的股票的情形下，我們可能會要求比正常起始或維持保證金高出許多的擔保金。

**58. 保證金追繳通知** 保證金追繳通知可以由書面，電話，電子遞送或其他通訊方法來發出。在一些情況下，例如過於活躍的市場，當您的賬戶的淨資產低於30%時，我們也可能不會立即發出追繳通知。您有責任就任何無論是口頭或書面的追繳通知，買進或售出通知立即採取行動。如您不及時就追繳通知存入額外資金或證券，無論您賬戶的淨資產的高低，會造成您賬戶中部分或全部證券被清倉的可能。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護您賬戶，我們保留會不通知您或不給您機會存入額外的資產的情況下就立刻自行採取措施，清倉任何和全部的證券的權利。此獨自決定是適用的，無論Scottrade 是否過去有發送書面或口頭通知的慣例或現在的書面或口頭通知的金額，清倉時間或到期日延長是與實際的不同。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，此獨自決定是適用的，並包括獨自選擇哪一個證券並清倉以及清倉的順序。在我們被迫以您名義來清算您的庫存證券來保護我們作為債權人的利益之前，您有責任監視並清算您的庫存證券來盡量減少您的損失。我們保留獨自清算任何淨資產為負值的賬戶的權利。

**59. 借款利息費用** 您同意償付所有賬戶借款的利息。您每日平均借款餘額的利息是由我們決定並在基本利率的基礎上計算的，我們會任何時候自行更改。基本利率受市場情況、借貸需求、證券經紀商出價利率和/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佈一次，並根據一年 360 天來計算。您明白使用360天一年會造成比使用365天一年較高的利息支付。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餘額資金抵銷保證金借款餘額。您明白除非您支付，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。有關最新利率信息，請訪問Scottrade網站。

| 借款餘額                        | 融資融券利息      |
|-----------------------------|-------------|
| \$0.00 - \$9,999.99         | 低於基本利率0.25% |
| \$10,000.00 - \$24,999.99   | 低於基本利率0.50% |
| \$25,000.00 - \$49,999.99   | 低於基本利率0.75% |
| \$50,000.00 - \$99,999.99   | 低於基本利率1.25% |
| \$100,000.00-\$249,999.99   | 低於基本利率1.50% |
| \$250,000.00 - \$499,999.99 | 低於基本利率1.75% |
| \$500,000.00                | -           |
| \$999,999.99                | 低於基本利率2.25% |
| \$1,000,000.00 以上           | 低於基本利率2.75% |

**60. Short Sales.** You agree to advise us prior to entering a sell order if it is a "short" sale (the sale of a security that you do not own). You agree that all short sale transactions shall be executed in a Margin Account. You understand that to facilitate a short sale, we must borrow the securities that you sell short. 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. Should Scottrade be unable to borrow or re-borrow a security you have sold short, or for any other reason we deem prudent, we may at our discretion, with or without notice, cover your position by buying the stock at the current market price and 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 and interest being 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 (a) market conditions change, (b) we are unable to borrow the securities, (c) the lender recalls the securities, or (d) the provisions covered by the closeout requirements of Regulation SHO closeout become applicable, we may attempt to reborrow the securities, but you understand that we may need to cover the short position in the 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 will be 140 percent of the market value of the short position on securities priced 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.

**61. Loan of Securities.** We are authorized to lend ourselves, as principal or otherwise, or others any securities held by us in your Account and we shall 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 collateral posted for such loans) to which you shall not be entitled. In certain circumstances, such loans may limit, in whole or in part, your ability to exercise voting rights of the securities lent.

**62. 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 Account may, from time to time without notice to you, be pledged, repledged, hypothecated or re-hypothecated by us, either separately or in common with other securities and other property. The values received may be greater than the amount you owe us. Any losses, gains or compensation resulting from these activities will not accrue to your brokerage 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.

#### Addendum 1 Customer Identification Program Notice

The following is Important Information You Need to Know About Opening A New Account.

To help the government fight the funding of terrorism and money laundering activities, Scottrade is required to obtain, verify, and record information that identifies each person who opens an account with us. This Notice answers some questions that you may have about Scottrade's Customer Identification Program.

When you open an account, Scottrade is required to collect information such as the following from you: 1) your name; 2) date of birth; 3) permanent address; and 4) identification number. Typically, if you are a U.S. Citizen, the identification required is your social security number. You may also need to show your driver's license or other identifying documents.

#### Addendum 2 Brokerage Privacy Statement

The Scottrade Brokerage Privacy Statement describes how we collect and protect your personal information in the course of providing you with financial services.

##### Our Privacy Policy

We are very committed to protecting the privacy of your personal information. Scottrade wants you to know that:

- We do not sell, rent or license your personal information to anyone.
- We maintain physical, electronic and procedural safeguards that restrict unauthorized access to your personal information.
- We train our employees about privacy and limit access to this information.

##### Personal Information We May Collect

We collect personal information about you, which may include your name, physical address, e-mail address, telephone number, Social Security number and other information as required.

We obtain this information from the following sources:

- Information you provide online, on written applications or forms, and other information you may provide;
- Information entered online that may be stored even if you do not complete or submit an application;
- Information from third parties in order to verify your identity or to prevent fraud;
- Information from third parties that you authorize to provide information to us; and
- Information about your transactions, account experience, account balance, trading activity and payment history.

**60. 賣空** 您同意在輸入一個是“賣空”(賣出您沒有持有的證券)的訂單之前讓我們知道。您同意只有融資融券賬戶才能執行賣空的訂單。您明白為了施行賣空的訂單,我們必須要借貸您要賣空的證券。賣空會有在交割的當天及之後要買進補回的限制。**Scottrade**不保證賣空證券庫存時間。如**Scottrade**無法借到或再借到您要賣空的證券,或任何其他我們認為謹慎的理由,我們不會不另行通知,自行按市場的價格買進補回您的庫存,您同意償還**Scottrade**由此而生的任何欠款。融資融券賬戶根據市場每天計算一次,任何賣空部位的增值會產生還未實現的損失,會加到您的欠款餘額中並會按以上的利率收取利息。

同樣,價值的降低會減少您的欠款餘額。如果貸主要以任一理由收回借給您的證券例如收購提議,您如不能及時買進送遞的話,任何損失我們會追究您的責任。您同意如果(a)市場狀況變化,(b)我們無法借到證券,(c)貸主收回證券,或(d)當賣空管制規定(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會在公開市場以當時現在的市場價格及情形補回賬戶中賣空部位。您明白您將為任何由我們與“賣空”有關而產生的任何損失、賣空回扣花費或開支負責。起始融資融券保證金的要求是賣空總值的50%,對於\$12.50以上的證券,維持最低保證金水平是賣空證券市場價值的140%。對於價格在\$5 - \$12.50之間的證券,維持最低保證金水平是每股\$5加上買入補回的成本。\$5以下的證券不可以買賣空。賣空的收入是用於我們來給您提供貸款做抵押的,不可以支取。您將負責支付賣空證券分派的股息。

**61. 證券貸借** 我們有權貸借給我們自己或其它人我們為您保管的證券。我們沒有義務保留我們持有並控制的此類證券。基於此類貸借,我們會收到並保留一些您得不到的益處(包括此類貸借抵押的利息)。在一些情形下,此類貸借會全部或部分限制您的借貸證券的投票行使權力。

**62. 證券,期權或其它財產抵押** 現在或以後由我們在您或為您賬戶所持有的,維護的所有證券及其它財產,我們會在無另行通知,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。用作抵押來融資融券的證券還沒有全部付清,所以不受此規定的限制。

#### 附本 1 顧客身份確認活動通知

以下是關於開設新賬戶您必須知道的重要資訊

為了協助政府打擊資助恐怖分子及洗錢活動,聯邦法律要求金融機構要獲取,確認及記錄有關開設賬戶的每個人的身份確認的資料。此通知回答了一些您的證券公司有關顧客身份確認活動的一些問題。

當您開設賬戶時,您的證券公司需要向您收集以下資料:1)您的姓名;2)生日;3)永久地址;4)身份號碼。通常,如果您是美國公民,需要的身份號碼是您的社會安全號碼。您可能還要出示您的駕駛執照或其它的身份證件。

#### 附本 2 經紀隱私聲明

這個經紀隱私聲明詳述了在我們為您提供財經服務的過程中,我們怎樣來保護您的私人及財務資料。

##### 我們的隱私條例

我們會竭力保護您個人資料的隱私權。史考特證券想讓您知道:

- 我們不會販賣,出租或允許任何人使用您的個人資料。
- 我們會維護實體的,電子的和工作步驟的保護措施來保護您的非公開的私人資料。
- 我們會對員工進行培訓並控制他們獲取客戶資料的權限。

##### 我們收集的資料

我們收集有關您個人資料,這包括您的姓名,家庭地址,電子郵件,電話號碼,社會安全號及其他要求的資料。

我們透過下列來源來收集您的非公開私人資料:

- 您在網上,書面申請及填寫的表格所提供的資料以及其它您可能提供的資料;
- 您在網上填寫但未完成或遞交的申請資料,我們的系統可能會保存這些資料;
- 我們為了確認您的身份或防止詐騙行為從第三方獲取的資料;
- 您授權第三方給我們提供的資料;以及
- 有關您的交易,賬戶體驗,賬戶結余,交易活動及付款記錄。

## Personal Information We Use or Disclose

Scottrade does not sell, rent or license your personal information to anyone. This applies to both current and former customers. We use your personal information to provide services you may have requested, to respond to communications from you, and to help you open new or additional accounts. We disclose your personal information, as permitted by law, to non-affiliated third parties that help us provide financial services to you. This includes third parties who provide statements of your accounts, transaction confirmations and check printing; or provide custody, depository or recordkeeping services. All non-affiliated third parties that accept or receive personal information from us are obligated contractually or by law or regulation to keep this information confidential and to use the information only to provide the services we ask them to perform.

We disclose personal information to government and regulatory agencies and to comply with a lawful summons, court order, subpoena, fraud investigation, audit or regulatory examination.

## Security of Your Personal Information

We maintain physical, electronic and procedural safeguards that restrict access to your personal information. We comply with applicable laws and regulations.

Our online environment uses industry leading security technologies including layered security and access controls over personal information.

These safeguards are reviewed and may be adjusted in response to advances in technology and the latest security threats.

## How We Use Cookies

Scottrade uses first-party and third-party cookies. Cookies are small text files sent by a Web site server to your Web browser and stored on your computer. The use of cookies helps us understand how you are using our Web site. They allow us to improve the security, content, navigation and functionality of the Web site. Additionally, we use cookies on our Web sites and the sites on which we advertise to track advertising performance and to collect aggregate data on Web page viewing. Cookies are not used to collect or disseminate any personal information.

You can manage the placement of cookies on your computer through the features found in most Internet browsers. You can also delete cookies that have already been placed on your computer. Consult the "Help" function of your browser to explore your options.

## Internet Protocol (IP) Address

As you enter our Web site, we capture and retain the IP address of the device you are using, such as a personal computer or a handheld device. The IP address does not identify you or your personal information and is used for security purposes only.

**How to Protect Yourself** We encourage you to protect your personal computers by using the Security Checklist on the Scottrade.com Web site under the Security Section and ensure your account information is stored securely, transactions are accurately reflected and contact information is up-to-date.

## Steps to Take if You Become an Identity Theft Victim

If you feel you have become the victim of online identity theft, you should take the following steps:

- If you feel your Scottrade account has been compromised in any way, immediately contact us toll-free at 1-800-619-SAVE (7283).
- Contact the fraud department at each major credit bureau and tell them you are an identity theft victim:
  1. Equifax - call 800.525.6285 or visit [www.equifax.com](http://www.equifax.com)
  2. Experian - call 888.397.3742 or visit [www.experian.com](http://www.experian.com)
  3. TransUnion - call 800.680.7289 or visit [www.transunion.com](http://www.transunion.com)
- Contact the creditors/companies for any accounts that have been tampered with or opened fraudulently. Speak with someone in the security or fraud area of each creditor/company; follow up with a letter.
- File a report with your local police or the police in the community where the online fraud took place. Get a copy of the police report in case you need proof of the crime.
- Keep records of everything involved in your efforts to clear up the fraud including copies of written correspondence and records of telephone calls.
- File a complaint with the Federal Trade Commission (FTC).

## Revisions

Scottrade reserves the right to make changes to the Brokerage Privacy Statement at any time. Any changes or updates become effective immediately upon posting to this site. Please check the "Last Revision" date below to determine if there have been any changes since you have last reviewed our Privacy Statement. Scottrade provides an annual privacy notice to current customers. You may always review our Brokerage Privacy Statement online at [www.scottrade.com](http://www.scottrade.com), or contact us for a copy at 1-800-619-SAVE (7283).

## Addendum 3

### 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 cost of your investment. This disclosure document will give you general background information about these charges and discounts. However, sales charges, expenses, management fees, and breakpoint discounts vary from mutual fund to mutual fund.

Therefore, you should review each mutual fund's prospectus and statement of additional information, which are available from Scottrade or the fund, to get the specific information regarding the charges and breakpoint discounts associated with a particular mutual fund.

## 我們使用的個人資料以及透露

史考特 不會向任何人販賣，出租或允許他人使用您的私人資料，這適用現有和以前的客戶。我們使用您的個人資料，是為了給您提供所需的服務，回復來自您的信函，或協助您開立新的或額外的賬戶。

我們會在法律允許的範圍內，向為我們工作，為您提供金融服務的附屬和非附屬公司提供資料。這些公司包括那些為您賬戶準備月結單，交易確認和印刷支票；或者提供監管、儲蓄或者記錄服務的公司。所有附屬和非附屬、從史考特接受或接收個人資料的第三方公司都有合同或者法律或管制的義務保密這些資料，並只能在我們要求他們提供服務的時候使用這些資料。

在法律傳喚，法庭訊令和法庭傳票，舞弊審查，或管制機構稽查時需要我們披露資料時，我們會向政府及訂律機構披露個人資料。

## 個人資料安全措施

我們維護實體的，電子的和工作步驟的保護措施來保護您的非公開的私人資料。我們遵守相關的法律和管制條例。我們的網路環境使用了行業內最先進安全技術，包括安全分層機制（layered security）和控制使用個人資料。我們會隨著技術的發展和新近的安全威脅對防護措施加以評估和調整。

## 如何使用 "Cookies"

史考特證券使用了第一方和第三方 Cookies。Cookies 是指由網絡服務器向您的電腦瀏覽器發送的小型文本文件。Cookies 的使用能協助我們了解您使用我們網站情況。另外，他們可以讓我們增強我們網頁的安全性，改善網站內容和瀏覽功能，並追蹤我們在網站上廣告的效果。我們沒有使用 Cookies 來收集或者散發任何個人資料。

您可以通過多數網路瀏覽器中的功能來管理放置在您電腦中的 Cookies。您也可以刪除已放在您電腦的 Cookies。您可以在瀏覽器“幫助”菜單裏查詢您的選擇。

## IP (Internet Protocol) 地址

當您進入我們的網站時，我們會捕捉並記錄您使用的設備的 IP 地址，如個人電腦或掌上裝置。IP 地址只用於安全的目的，不會識別您的身份及個人資料。

## 鏈接到其他網頁

在我們的網站，我們會提供您可能感興趣的其他第三方網站的鏈接。當您訪問這些網站時，您會受到這些網站自身的隱私和安全的條例限制。

## 自我保護

我們鼓勵您使用在安全中心部分中的安全清單來保護您的個人電腦，確保您的賬戶資料妥善保存，交易記錄顯示正確以及您的聯系方式是最新的。

## 身份被盜竊應採取的措施

如果您感覺您的網上身份資料被盜，您應採取如下措施：

- 如果您感覺您的史考特賬戶受到安全威脅，請立即聯系撥打本公司電話：866-246-1788。
- 聯系下面每個信用報告機構的防欺詐部門，告訴他們您的個人身份被盜。
  1. Equifax – 電話：(800) 525-6285；網址：[www.equifax.com/home](http://www.equifax.com/home)
  2. Experian - 電話：(888) 397-3742；網址：[www.experian.com/](http://www.experian.com/)
  3. TransUnion - 電話：(800) 680-7289；網址：[www.transunion.com/](http://www.transunion.com/)
- 聯系相關信貸機構/公司，報告您的賬戶被盜用或者被非法開立。您要和該機構/公司的安全或防欺詐部門相關人士通話，並發函查詢狀況。
- 向您當地的警局或網絡欺詐發生的警局報案，並獲取案件記錄的副本，用於證明犯罪行為的發生。
- 在您做努力洗清詐騙的過程中，您要保存任何紀錄，包括所有的書面信函的復印件，電話記錄等。
- 向聯邦交易總署(Federal Trade Commission) (FTC)投訴。

## 修訂權

史考特證券每年審查隱私條款並有權在任何時間對此經紀隱私聲明進行修訂。任何在此網頁公佈的改動和更新都會立即生效。請查看此網頁最下方的“修訂日期”，來確認此隱私條例是否與您上次看到的有所不同。史考特會給現有客戶發送隱私條例年度通知。您可在此網頁查看經紀隱私聲明，或者致電我們，索取副本。電話號碼：866-246-1788。

## 附本 3 共同基金臨界點折扣公開聲明

在投資共同基金以前，重要的是要理解您要收取的銷售費，花費及管理費。同時也要明白您應得的臨界點折扣。明白這些收費及臨界點折扣能幫您選擇最適合您的特別需要的投資並有助您減少投資的成本。此公開聲明將為您提供有關這些收費及折扣的總體資料。然而，銷售費，花費，管理費及折扣會根據不同的共同基金而不同。

所以，您應細閱每一共同基金公開說明書，及額外資料聲明。您可以從史考特，基金公司那裏得到有關某種共同基金的收費及臨界點折扣的資料。

## 銷售費

投資者購買共同基金必須做出選擇，包括購買哪一個基金和哪一股分級別是最有利的。每一種基金都有特定的投資策略。您需要考慮基金的投資策略是否與您的投資目標相匹配。還有，多數基金提供不同等級的基金股份。儘管每一基金股份等級代表了共同基金投資組合中相似的利益，這個基金會根據您選擇不同的股份等級收取不同的費用及花費。總的做法是，A 級基金股份會有預付銷售費用“front-end”或“load”並會在您購買基金股份時扣除。這個銷售費是您購買總額的某個百分點。正如下文所解釋的，許多基金會根據預定的 A 級基金股份投資等級來提供預付銷售費用（front-end）的購買量折扣，這種折扣被稱為“臨界點折扣”。相反，B 級或 C 級股份通常沒有預付銷售費用。而購買 B 級或 C 級的投資人是以前出售股份資產來支付銷售費的，這個費用也許會比 A 級基金股份的銷售費高。購買 B 級或 C 級的投資人也許依據某個特定的基金的規則，在賣出基金股份時需要支付被稱為延期銷售費（contingent deferred sales charge）。

## 臨界點折扣

多數共同基金為投資者提供了多種方法來符合銷售費臨界點折扣的標準。總體來講，大部分基金會向一次購買大量基金的投資者提供銷售費臨界點折扣。折扣的多少取決於購買的數量。通常當購買的數量增加時，用來決定銷售費的百分點就會減少。事實上，當投資人的 A 級基金股份達到一定數量時，所有的銷售費也可能免掉。共同基金的公開說明書含有描述提供的臨界點折扣及有此折扣的投資級別的表格。另外，多數共同基金允許投資人可以“積累權”（Rights of Accumulation）和“意願書”（Letter of Intent）方式加上以前購入的現有庫存證券來符合臨界點折扣的標準。此文件提供了“積累權”（Rights of Accumulation）和“意願書”（Letter of Intent）的總體資料。然而，共同基金基於“積累權”（Rights of Accumulation）和“意願書”（Letter of Intent）有不同的規定。所以，您應當詳細閱讀基金公開說明書來決定哪一種基金有提供“積累權”（Rights of Accumulation）和“意願書”（Letter of Intent）的特別規定。

**1. Rights of Accumulation** – Many mutual funds allow investors to count the value of previous purchases of the same fund, or another fund within the same fund family, with the value of the current purchase, to qualify for breakpoint discounts. Moreover, mutual funds allow investors to count existing holdings in multiple accounts, such as IRAs or accounts at other broker-dealers, to qualify for breakpoint discounts. Therefore, if you have accounts at other broker-dealers and wish to take advantage of the balances in these accounts to qualify for a breakpoint discount, you must advise Scottrade about those balances. You may need to provide documentation establishing the holdings in those other accounts to your Scottrade if you wish to rely upon balances in accounts at another firm. In addition, many mutual funds allows investors to count the value of holdings in accounts of certain related parties, such as spouses or children, to qualify for breakpoint discounts. Each mutual fund has different rules that govern when relatives may rely upon each other's holdings to qualify for breakpoint discounts. You should review the mutual fund's prospectus or statement of additional information to determine what these rules are for the fund family in which you are investing. If you wish to rely upon the holdings of related parties to qualify for a breakpoint discount, you should Scottrade about these accounts. You may need to provide documentation to Scottrade if you wish to rely upon balances in accounts at another firm.

**Mutual funds also follow different rules to determine the value of existing holdings. Some funds use the current net asset value (NAV) of existing investments in determining whether an investor qualifies for a breakpoint discount. However, a small number of funds use the historical cost, which is the cost of the initial purchase, to determine eligibility for breakpoint discounts. If the mutual fund uses historical costs, you may need to provide account records, such as confirmation statements or monthly statements, to qualify for a breakpoint discount based upon previous purchases. You should review the mutual fund's prospectus to determine whether the mutual fund uses either NAV or historical costs to determine breakpoint eligibility.**

**2. Letters of Intent** – Most mutual funds allow investors to qualify for breakpoint discounts by signing a Letter of Intent, which commits the investor to purchasing a specified amount of Class A shares within a defined period of time, usually 13 months. For example, if an investor plans to purchase \$50,000 worth of Class A shares over a period of 13 months, but each individual purchase would not qualify for a breakpoint discount, the investor could sign a Letter of Intent at the time of the first purchase and receive the breakpoint discount associated with \$50,000 investments on the first and all subsequent purchases. Additionally, some funds offer retroactive Letters of Intent that allow investors to rely upon purchases in the recent past to qualify for a breakpoint discount. However, if an investor fails to invest the amount required by the Letter of Intent, the fund is entitled to retroactively deduct the correct sales charges based upon the amount that the investor actually invested. If you intend to make several purchases within a 13 month period, you should review the mutual fund prospectus to determine if it would be beneficial for you to sign a Letter of Intent you can see, understanding the availability of breakpoint discounts is important because it may allow you to purchase Class A shares at a lower price. The availability of breakpoint discounts may save you money and may also affect your decision regarding the appropriate share class in which to invest. Therefore, you should carefully review the mutual fund prospectus and its statement of additional information, when choosing among the share classes offered by a mutual fund.

If you wish to learn more about mutual fund share classes or mutual fund breakpoints, you can review the investor alerts available on the FINRA Web site at [www.finra.org](http://www.finra.org) (Investor Information > Investor Alerts > Mutual Funds) or visit the many mutual fund Web sites available to the public.

## 銷售費

投資者購買共同基金必須做出選擇，包括購買哪一個基金和哪一股分級別是最有利的。每一種基金都有特定的投資策略。您需要考慮基金的投資策略是否與您的投資目標相匹配。還有，多數基金提供不同等級的基金股份。儘管每一基金股份等級代表了共同基金投資組合中相似的利益，這個基金會根據您選擇不同的股份等級收取不同的費用及花費。總的做法是，A 級基金股份會有預付銷售費用“front-end”或“load”並會在您購買基金股份時扣除。這個銷售費是您購買總額的某個百分點。正如下文所解釋的，許多基金會根據預定的 A 級基金股份投資等級來提供預付銷售費用（front-end）的購買量折扣，這種折扣被稱為“臨界點折扣”。相反，B 級或 C 級股份通常沒有預付銷售費用。而購買 B 級或 C 級的投資人是以前出售股份資產來支付銷售費的，這個費用也許會比 A 級基金股份的銷售費高。購買 B 級或 C 級的投資人也許依據某個特定的基金的規則，在賣出基金股份時需要支付被稱為延期銷售費（contingent deferred sales charge）。

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**1. “積累權”（Rights of Accumulation）** - 許多基金允許投資人在現在購買價值的基礎上，算入以前購買的同一基金的價值，或在同一基金家族中的另一基金以能符合臨界點折扣。此外，共同基金允許投資者可算入現有多個賬戶的庫存，如退休賬戶或在其它證券公司的賬戶來符合臨界點折扣的標準。所以，如果您在其它證券公司擁有賬戶並希望利用賬戶的結餘來符合臨界點折扣，您一定要告訴您的理財顧問有關這些賬戶里的結餘。如果您想利用您的其他證券公司的結餘來符合臨界點折扣，您需告知 Scottrade 這些賬戶里裏的結餘。

如您依賴另一證券公司的賬戶結餘，您可能需要向 Scottrade 提供在這些其它賬戶中的持有證券的文件。另外，許多基金允許投資入算入某些有親屬關係的一方的賬戶的庫存證券，如配偶或孩子的來符合臨界點標準。每一個基金就親戚關係是否可以依據彼此持有的證券來符合臨界點標準時，有不同的規定來管制。您應當詳細閱讀基金的公開說明書或附加資料聲明來決定您要投資的基金家族的規定是什麼。如您要依據與您有關係的一方的庫存證券來符合臨界點折扣的標準，您應當將這些賬戶告訴 Scottrade。如果您想依據它家證券公司的結餘，您也可能要向 Scottrade 提供這些結餘的文件。

**共同基金還會根據不同的法則來決定現有庫存證券的價值。有些基金使用現有投資的淨資產價值（NAV）來決定一個投資者是否符合臨界點折扣。然而，少數基金會使用歷史成本，就是起始購買的成本來決定是否合乎臨界點的標準。如果基金使用歷史成本，您也可能要提供有關賬戶資料，如確認書或月結單，即用以前的購買來符合臨界點折扣。您應當詳細閱讀基金的公開說明書來決定某個基金是否是以淨資產價值或歷史成本來合乎臨界點折扣的標準。**

**2. 意願書（Letter of Intent）** - 多數共同基金允許投資人以簽署意願書（Letter of Intent）的方式來達到臨界點折扣的標準，這封信要求投資人在一定的時間內購買一定數量的 A 級基金股份，通常是 13 個月。例如，如果投資人計劃在未來的 13 個月內購買價值 \$50,000 的 A 級基金股份，但每一次購買並不合乎臨界點折扣的標準，此投資人可以在第一次購買時簽署意願書（Letter of Intent），此次及將來的購買則可以因投資 \$50,000 獲得臨界點折扣。另外，一些基金提供追溯意願書（Retroactive Letters of Intent）允許投資人依據最近的購買來符合臨界點折扣的標準。然而，如果一個投資人沒有達到意願書中的要求的投資數目，基金有權依照投資人實際投資的數量追溯扣除銷售費。如果您意圖在 13 個月中購買數次基金，您應當諮詢您的理財顧問及基金公開說明書來決定簽署意願書是否對您有益。正如您所見，了解臨界點折扣的可得性是重要的，因為這樣可以允許您以較低的價格購買 A 級基金股份。臨界點折扣的可得性可以為您省錢並會影響您選擇哪一級別的基金適合您的決定。所以，當您在選擇共同基金提供的不同級別的基金股份時，您應當詳細閱讀共同基金公開說明書及它的額外資訊的聲明書。

如果您希望知道更多的共同基金股份級別或臨界點折扣，您可以閱讀 FINRA 網站公佈的投資人注意事項。請去 [www.finra.org](http://www.finra.org) (Investor Information > Investor Alerts > Mutual Funds) 或訪問許多向公眾開放的有關共同基金的網站。

#### Addendum 4 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 facilities 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. Our plan will be reviewed, updated and tested periodically.

#### Addendum 5 Risks of Online Trading Disclosure

There are certain risks associated with online investing. You need to be aware of these risks so that you can take steps to minimize those risks. Scottrade provides you guidelines for getting started and provides you many detailed references to government and other regulatory Web sites for 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 companies 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.

##### Stock Quotes

Before you place an order for a stock, it is a good idea to look at the stock's quote. Check the ask price (the price at which the security is offered for sale in the market) if your order is a buy. If your order is a sell, you should check the bid price (the price a buyer is willing to pay). Doing so will provide you with an indication of the price that you will pay or receive for the security. The volume of a stock, often provided along with the price quote, will tell you the number of shares traded from the current day's market opening until the reported trade time. Scottrade provides you real time quotations through our Web site. 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 real time quote, the market may be moving quickly, your order may be behind another order in priority or other reasons that may delay an order's execution.

##### Fast Markets

In quickly changing markets, or fast markets as they are called, the bid and ask prices change rapidly. For example, securities of companies that have recently made initial public offerings (IPOs) may be particularly prone to price volatility. If there is a large volume of shares being traded in that stock, there may be 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 get 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 that we receive 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 are likely to receive an execution. But as described earlier, you are not guaranteed a specific execution price. In order to handle pricing uncertainties, you may want to place what is known as a limit order. A limit order lets you specify the price at which you are willing to have the order executed. If you are placing an order to buy a stock, you can set a limit that says you are only willing to buy at or below a specified price. The advantage of a limit order is that you will be protected from having to pay more than your limit price for the stock. The downside is that if the market moves higher, your order will not be executed, and you will not own the stock you wished to purchase.

Although limit orders guarantee a particular price, they do not guarantee that your order will be executed. A market order, on the other hand, essentially ensures that your order will be executed but does not guarantee a particular price. Depending upon your preferences, limit orders may or may not be an appropriate tool. Additionally, you should always consider whether buying highly volatile stocks are appropriate for your investment strategy.

##### Order Status

Be aware that submitting a trade online is not the same as having that trade executed. When you submit an order, you will receive a reference order 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 need to be reviewed and approved before it is sent to a market center. Scottrade may reject the order for a number of reasons, for example, 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 that you should not assume that the order did not go through.

#### 附本 4 業務連續性公開說明

根據管制規定，史考特完成了保持業務連續性計劃，此計劃的目的是在自然災害，斷電或其他的情形下，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，然而我們的計劃強調了在重大中斷事故發生時將所採取的措施。計劃的第一步是恢復賬戶連接使用，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，支援全國範圍的分行。目前我們的後備支援中心的位置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。通過我們的後備支援中心的數據中心和分行可以使用賬戶。我們將會定期審查，更新及測試我們的計劃。

#### 附本 5 網路交易的風險公開說明

網路投資存在著特定的風險。您應當了解這些風險以便採取措施減少此類風險。Scottrade 為您提供了初步準則及有關政府及其它立法機構的網站來衡量網路交易的風險。

##### 明智地輸入訂單

當在網路輸入訂單時，明智策劃是至關重要的。要了解您要買賣的公司，並知道您的每一投資的目標。最重要的是要了解每一投資的風險及您對風險的耐受程度。

##### 股票報價

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，要查看賣方要價 (ASK PRICE 證券在市場的賣出價)。如果您下的是賣單，您應查看買方出價 (BID PRICE 買主願意出價)。這樣做可以為您提供您將要得到的證券的買賣的價格。與報價一起的股票的成交量將告訴您從市場開盤到當時報告的交易時間股票的交易數量。Scottrade 的網站有提供即時報價。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。即時報價也可能會延遲。這些都是由於市場會變化太快，另一訂單也會優先與您的訂單或其它一些會推遲您訂單執行的原因。

##### 快速市場

在快速變化的市場或稱為快速市場，買方出價或賣方要價變化很快。例如，那些新上市公司的證券 (IPO) 的價格易於波動。如果那個股票的成交量很大，您單子也許會延遲執行。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。如果即時報價顯示現在的賣方要價是\$100，當您的單子執行時，價格也許會達到\$110，您則要付\$110 的價格。這種情形會造成您超出您賬戶的結餘。所以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，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，其它市場或運行的原因。

##### 限價訂單

當您下了市價單 (除非在交易當日的最後幾分鐘)，您的單子通常會被執行。但如前所述的，這並不能保證您訂單執行的價格。為了把握價格波動，您可以下被稱為的限價單。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，您可以設定一個使您在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護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，基本上保證您的訂單執行，但不保證一定的價格。基於您的喜好，限價單會是或不是恰當的手段。另外，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。

##### 訂單狀況

請注意在網路送出訂單與訂單執行是不同的。當您送出一個訂單時，您將會得到一個表示我們已收到您的定單的參照號碼。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，訂單會被審核核准後再送市場中心。Scottrade 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貸借部門沒有同意的難以借到的股票。多數情況下，您會收到您的訂單執行確認或您有尚未執行的訂單的通知。在某些情形下，市場中心也許會延遲執行報告至 Scottrade，所以您不應以為訂單沒有通過。

## cancellations

Similarly, if you cancel an order, make sure the cancellation worked before placing another trade. Orders can only be canceled if they have not been executed. Although Scottrade may submit your cancellation request to the market center, this does not mean it was canceled. To see whether your cancellation did occur for stocks, the cancellation request will show as pending until we receive acknowledgment from the market center that the cancel has been accepted.

## System Availability

On occasion, you may not be able to access our Web site. Although we have many information technology professionals working to keep our systems running, any computer system, whether it is yours, your Internet Service Provider's, ours, can experience unscheduled outages or slowdowns for a variety of reasons. Computer problems can arise on your end, our end, or anywhere in between. Your computer may break down. The telephone line between your computer and your Internet service provider may be slow or fail. Your Internet service provider may go down. Our computers and the computers we link to may have problems. Additionally, even if all systems are working, when trading volumes soar, and many investors want to buy or sell at the same time, lines form and orders cannot be filled quickly as you would like. Scottrade has taken precautions to help our systems 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 telephone order entry system.

## Additional Information

Although the above highlights many of the unique risks of online order entry, the U.S. SEC and FINRA have additional information available at the Web sites listed below:

### The Internet and Online Trading:

[www.sec.gov/investor/online.shtml](http://www.sec.gov/investor/online.shtml)

### Online Trading FAQ:

[www.finra.org/InvestorInformation/InvestmentChoices/OnlineTrading/p005931](http://www.finra.org/InvestorInformation/InvestmentChoices/OnlineTrading/p005931)

### Investing Online Resource Center: [www.investingonline.org](http://www.investingonline.org)

### Guidance To Investors Regarding Stock Volatility and Online Trading:

[www.finra.org/InvestorInformation/InvestmentChoices/OnlineTrading/p005932](http://www.finra.org/InvestorInformation/InvestmentChoices/OnlineTrading/p005932)

### Online Trading in Fast-Moving Markets: [www.sec.gov/investor/pubs/onlinetips.htm](http://www.sec.gov/investor/pubs/onlinetips.htm)

### Purchasing on Margin, Risks Involved with Trading in a Margin Account:

[www.finra.org/InvestorInformation/InvestmentChoices/MarginInformation/p005927](http://www.finra.org/InvestorInformation/InvestmentChoices/MarginInformation/p005927)

### Understanding Margin Accounts, Why Broker Do What They Do:

[www.finra.org/InvestorInformation/InvestmentChoices/MarginInformation/p005922](http://www.finra.org/InvestorInformation/InvestmentChoices/MarginInformation/p005922)

## Addendum 6

### Extended Hours Trading Risk Disclosure

There are increased risks with extended hours trading. Below is an explanation of those risks. If you are not comfortable assuming these risks you should not enter orders on our extended hours trading site.

#### Definition

Extended hours trading is a means of trading after the regular trading session in certain Nasdaq 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 7:00 am – 9:28am ET on selected NASDAQ and Listed securities, Monday through Friday on days when the market is open. After-Hours trading is from 4:02pm to 8:00pm ET on selected NASDAQ and Listed securities, Monday through Friday on days when the market is open. On any day, extended hours (Pre-Market and/or After-Hours) trading may be unavailable, delayed, interrupted, or terminated early without any prior notice. When the regular trading session closes at 1:00pm ET, extended hours trading will generally be offered from 1:02pm to 5pm ET.

#### Limit Orders

You may only enter day limit orders for extended hours trading. If your order is not executed, it will expire at the end of the extended hours trading session each day. Orders will not roll over or carry over to the next days trading session. Extended hours orders may be modified and cancelled; 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. Extended hours trading is a separate trading session and orders are not linked between the two sessions. Order qualifiers may not be used in the extended hours trading session. 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. Liquidity is important because with greater liquidity it is easier for investors to buy or sell securities, and as a result, investors are more likely to pay or receive a competitive price for securities purchased or sold. 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.

## 訂單取消

同樣，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 Scottrade 會將您的取消請求送到市場中心，但並不意味著訂單已取消。您要想知道某一股票的取消訂單是否已取消，要等到我們從市場中心那裏收到訂單已取消的回執才行，否則此取消請求會顯示為尚未做到。

## 系統運行狀況

某種情況下，您可能無法連接我們的網站。儘管我們有許多專業技術人員努力工作使我們的系統正常運行。任何計算機系統，包括您的，提供網路服務公司的及我們的系統都會因各種各樣的原因經受到無法預測的故障，遲緩。電腦的問題可能會發生在你方，我方或兩者之間。您的電腦會出故障。您的電腦連接網路服務器的電話線會遲緩或中斷。您的網路服務器可能會中斷運行。我們的電腦及我們連接的電腦可能會出現問題。另外，即便所有的系統正常運轉，當交易量猛增時，許多投資人要在同時買賣從而形成排隊現象，訂單就不會像您希望的那麼快成交。Scottrade 已採取預防措施使我們的系統可以應付快速市場中的超額使用，但我們或其它任何一個網路證券經紀公司都不能保證我們的系統在任何情況下完全可靠。如果您遇到問題，您可以通過打電話到分行或用我們的電話通系統來下單。

## 額外資訊

儘管上述著重描述了網路輸入訂單的特定風險，美國證券交易管理局(SEC)及金融行業管制局 (FINRA) 在以下網站提供額外資料：

### The Internet and Online Trading:

[www.sec.gov/investor/online.shtml](http://www.sec.gov/investor/online.shtml)

### Online Trading FAQ:

[www.finra.org/InvestorInformation/InvestmentChoices/OnlineTrading/p005931](http://www.finra.org/InvestorInformation/InvestmentChoices/OnlineTrading/p005931)

### Investing Online Resource Center: [www.investingonline.org](http://www.investingonline.org)

### Guidance To Investors Regarding Stock Volatility and Online Trading:

[www.finra.org/InvestorInformation/InvestmentChoices/OnlineTrading/p005932](http://www.finra.org/InvestorInformation/InvestmentChoices/OnlineTrading/p005932)

### Online Trading in Fast-Moving Markets:

[www.sec.gov/investor/pubs/onlinetips.htm](http://www.sec.gov/investor/pubs/onlinetips.htm)

### Purchasing on Margin, Risks Involved with Trading in a Margin Account:

[www.finra.org/InvestorInformation/InvestmentChoices/MarginInformation/p005927](http://www.finra.org/InvestorInformation/InvestmentChoices/MarginInformation/p005927)

### Understanding Margin Accounts, Why Broker Do What They Do:

[www.finra.org/InvestorInformation/InvestmentChoices/MarginInformation/p005922](http://www.finra.org/InvestorInformation/InvestmentChoices/MarginInformation/p005922)

## 附本 6

### 延長時段交易風險揭露

延長時段交易會有增加的風險。以下是這些風險的說明。如果您對於這些風險有顧慮，請不要在我們的延長時段交易網站輸入訂單。

#### 定義

延長交易時段交易是部份那斯達克證券在正常交易時段後經由電子通訊網路(ECNs)所作的交易。期權不能在延長交易時段交易。在特定的價格，ECNs 撮合購買訂單和出售訂單(限價)，若您想經由 ECN 購買股票而沒有相應的出售訂單，在有合適出售訂單前，該訂單將不會被執行，相反亦然。

#### 延長交易時段的交易不會在時間與銷售中

#### 交易時段

盤前交易時段是從市場開市的週一到週五，美東早上 7:00 到 9:28，適用於某些特定的那斯達克證券的交易。盤後交易時段是從市場開市的週一到週五，美東下午 4:02 到晚上 8:00，適用於某些特定的那斯達克證券的交易。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，被延遲，被中斷或提前取消。當正常交易時段在美東下午 1 點結束時，延長交易時段將在美東時間下午 1:02 至下午 5 點進行。

#### 限價單

在延長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，這些訂單限制於以前的執行，您將對您起始價格的訂單負責。您不能將正常時段交易的訂單改為延長時段的訂單交易。延長時段的交易是一個分開的交易時段，這兩個時段的訂單是沒有連接的。訂單的特殊條件不適用與延長交易時段的。所有當天執行的訂單受 3 天交割日的限制。

#### 低流通性風險

流通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，流通性就越高。流通性是重要的因為高流通性容易使投資人買進或賣出證券，從而，投資人在購買或出售證券時更容易得到比較競爭的價格。在延長交易時段，流通性要要比正常交易時段的低，從而使您的訂單只能部分執行或根本不能執行。

### 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 in price between what you can buy a security for and what you can sell it for. Lower liquidity and higher volatility in extended hours trading may result in wider than normal spreads for a particular security.

### Risk of Unlinked Markets

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

### Risk of News Announcements

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

**Risk of Lack of Calculation or Dissemination of Underlying Index Value or Intraday Indicative Value ("IIV").** For certain Derivative Security products, an updated underlying index value or IIV may not be calculated or publicly disseminated in extended trading hours. 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 UTP Derivative Security products in those sessions may be at a disadvantage to market professionals.

### Addendum 7 Margin Disclosure Statement

Scottrade is furnishing you this document to provide some basic facts about purchasing securities on margin, and to alert you to the risks involved with trading securities in a margin account. Before trading stocks in a margin account, you should carefully review the margin agreement sections of the Scottrade Brokerage Account Agreement and margin information on Scottrade's Message Center. Please contact your Scottrade branch office regarding any questions or concerns you may have with your margin account.

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 account decline in value, so does the value of the collateral supporting your loan and, as a result, Scottrade can take action, such as issue a margin call and/or sell securities or other assets if any of your 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, the following:

- **You can lose more funds than you deposit in the 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 your account.
- **Scottrade can force the sale of securities or other assets in your account(s).** If the equity in your account falls below the maintenance margin requirements or Scottrade's higher "house" requirement, Scottrade can sell the securities or other assets in any of your accounts held at Scottrade to cover the margin deficiency. You also will be responsible for any short fall in the account after such a 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 in their accounts to meet calls unless the firm has contacted them first. This is not the case. Although Scottrade will most often attempt to notify customers of margin calls, it is not required to do so. However, 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 the 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" maintenance margin requirements at any time and is not required to provide you with advance written notice.** These changes in policy can take effect immediately and may result in the issuance of a maintenance margin call. Your failure to satisfy this call may cause a forced liquidation of your account.
- **You are not entitled to an extension of time on a margin call.** While an extension of time to meet margin requirements may be available under certain conditions, you do not have a right to the extension. Scottrade has the sole and absolute discretion to provide an extension.

### 高度波動性風險

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。在延長交易時段波動性要比正常市場時間的要高。從而您的訂單會只能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時的證券價格也許並不反映正常市場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交易得到的價格可能沒有正常市場期間的優越。

### 大差價風險

差價是指您能買進及賣出的價格之間的差額。延長交易時段交易的較低流通性及較高波動性會造成某一證券的買賣差價大於此證券的正常差價。

### 市場斷連風險

基於延長交易時段交易的系統或當天的時間，在某個延長交易時段交易系統顯示的同一股票的價格並不與其它盤後交易系統同時所顯示的價格相吻合。從而您在某個延長交易時段交易系統得到的價格沒有另一個延長交易時段交易系統的價格優越。

### 新聞宣佈風險

發行證券的公司在延長交易時段發佈的新聞通常會影響它們證券的價格。同樣，重要的金融信息通常是在正常交易時段之外宣佈的。在延長交易時段期間，這些宣佈的新聞同時加上有較低的流通性及高度波動性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者日間指示值（簡稱"IIV"）計算或者傳播的風險。** 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 的更新信息。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。

### 附本 7 融資融券公開聲明

我們準備了這個文件以便為您提供有關用融資融券購買證券的基本常識，並同時提醒您在融資融券賬戶中交易證券的風險。在融資融券賬戶裏交易證券以前，您應當詳細閱讀 Scottrade 經紀賬戶合約中融資融券部分。如您有任何有關融資融券賬戶的問題和顧慮，請與 Scottrade 諮詢。

當您購買證券時，您可以全部付清所買的證券或您也可以向您的證券公司貸一部分款項購買證券。如果您選擇從您的證券公司貸款，您則要開設融資融券賬戶。所購買的證券將會作為給您貸款的抵押。如果您賬戶中的證券的價值減少，為您貸款的抵押也會減少，所以證券公司必須採取行動，如發佈追繳通知和/或賣掉您在此公司賬戶中存有的證券或其它財產來維持賬戶中淨資產的要求水平。

重要的是您要完全理解融資融券交易證券的風險。這包括下列風險：

- **您的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證券或其它證券或資產被強制賣出。
- **Scottrade 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保證金的要求，或本公司自己設定的要求，本公司有權賣掉賬戶中存有的證券或其它資產來補回保證金的不足。出售後您賬戶資金的不足則由您負責。
- **Scottrade 可以在不聯係您的情形下就將您的證券及其它資產賣出。** 一些投資人錯誤地認為證券公司必須要聯係他們，追繳通知才有效，證券公司不可以在沒有與他們取得聯係就賣出他們賬戶里的證券及其它資產。其實不然。儘管 Scottrade 通常會試圖通知客戶追繳通知，但它並沒有義務這樣做。然而，即便 Scottrade 已通知客戶並提供了確切的滿足追繳通知的日期，Scottrade 仍然可以採取相應的措施來保護它的財務利益，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，您沒有權利選擇賣掉哪種證券或資產。** 因為此證券是用來做為融資融券貸款的抵押，Scottrade 有權決定賣掉何種證券來保護它的利益。
- **Scottrade 會不事先書面通知便隨時提高或者降低公司最低保證金的標準。** 這些公司條例的變更通常會立即生效，所以會造成追繳通知的發送。您如果沒有滿足此通知就會使您的賬戶中的證券被清算或賣掉。
- **您沒有資格獲得追繳延期。** 雖然在某些特定情況下，可能允許客戶追繳延期，但客戶並沒有延期的權利。Scottrade 獨自判斷是否提供延期。

## Addendum 8 Bank Deposit Program Terms, Conditions and Disclosures

The Scottrade Bank Deposit Program ("BDP" or 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 \$2,500,000 in FDIC insured deposits subject to the limitations set forth herein. Through the BDP, excess cash balances in your eligible Scottrade brokerage account will automatically be deposited into interest-bearing FDIC-insured deposit accounts ("Customer Deposit Account") at one or more banks ("Program Banks"). Your fund balance in each Customer Deposit Account, individually and aggregated, is referred to as your "Customer Deposit Account." One of the Program Banks in the BDP will be Scottrade Bank FSB ("Scottrade Bank"), an affiliate 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 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 deposits at an "excess bank" as defined in paragraph 6 below. You may make either of these elections online or by completing a form that may be obtained from your local Scottrade branch office. 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.

**2. Eligibility.** To be eligible for the BDP, your Scottrade brokerage account must be of the following type: 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") are also eligible for the BDP ("SAS Accounts"). Scottrade, in its sole and absolute discretion, determines when eligible accounts are added to the program, all eligible accounts are not automatically added to the program. Contact your local Scottrade branch office or, if your account is an SAS Account, contact your independent financial advisor, to determine eligibility. Accounts maintained in the name 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 including but not limited to establishing a short position, being designated as a pattern day trader, requesting interest to be mailed, requesting account transfer, and account being designated as compromised.

**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. Effective October 3, 2008, the basic limit on FDIC insurance for all account ownership categories was increased from \$100,000 to \$250,000 per depositor for deposits at a particular depository institution. The FDIC insurance limit per insured bank, currently \$250,000 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 \$1,000,000. 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 \$1,000,000. **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](http://www.fdic.gov) or by phone (877-275-3342 or 800-925-4618). Or, you may wish to seek advice from your own attorney or financial 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, or cause to be deposited, the excess cash balances in your Scottrade brokerage account in one or more omnibus deposit accounts maintained at the Program Banks, as described further below. The omnibus deposit accounts at the Program Banks are held in the name of Scottrade for the exclusive benefit of its customers. 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 paragraph 3 above, additional amounts will be deposited into Scottrade Bank or another Program Bank acting as an "excess bank." An "excess bank" in the BDP 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 a "excess bank" for your funds. From time to time, Scottrade may add, replace or otherwise change one or more of the Program Banks.

## 附本8 銀行存款計劃條件、規定和公開聲明

史考特的銀行存款計劃(簡稱"BDP"或者銀行存款計劃"BDP")是爲了給您的現金餘額提供FDIC的安全保險。通過使用多家銀行, BDP計劃的構成是爲了給您提供高達\$2,500,000的FDIC存款保險,會受此文中的規定限制。通過BDP,在一個或者多個銀行(計劃銀行)中,您合格史考特賬戶中的超額現金餘額將被自動存入有支付利息、FDIC保險的存款賬戶(客戶存款賬戶)。您的資金餘額在每個客戶存款賬戶,無論是個別或者是彙計,被稱爲是"客戶存款賬戶"(Customer Deposit Account)。史考特銀行(Scottrade Bank)是BDP的計劃銀行之一,並附屬於史考特公司(Scottrade Inc.)。

**1. 作爲代理的權限。**史考特是以代理人的身份在每個計劃銀行建立和維護您的BDP賬戶。BDP賬戶是在總括(Omnibus)基礎上在每個計劃銀行上建立。賬戶所有權的記錄是由史考特和計劃銀行按照FDIC管轄"穿行(Pass through)存款保險的規定來維護的。您明白您有權撤銷史考特在任何一家計劃銀行作爲您客戶存款賬戶代理人的許可。您可以選擇不參加BDP計劃或者杜絕任何計劃銀行接收您的資金,在以下第6段中定義的"超額銀行(excess bank)"的存款例外。您可以網上做出選擇或者從分行得到表格,填寫並提交給您的分行。如果您撤銷您的許可,您的現金將不會被轉存到BDP賬戶並且,如果適用,在BDP賬戶中的現金將被轉回到您史考特經紀賬戶中。

**2. 資格。**如要符合BDP的參加資格,您的史考特經紀賬戶必須是以下賬戶類型:個人賬戶、共同賬戶、退休賬戶、監管人賬戶、受益人是自然人(natural persons)的信託賬戶或者獨資業主賬戶(簡稱"零售賬戶")。通過史考特投資顧問服務(Scottrade Advisor Services)持有的同類賬戶也有資格參加BDP計劃(簡稱"SAS賬戶")。史考特可獨自單方面決定合格賬戶什麼時候被加入到計劃中,所有合格賬戶不是自動被加入到計劃當中。賬戶是否符合資格,請聯係您當地的分行,如果您的賬戶是SAS賬戶,聯係您獨立的理財顧問。以商業實體爲名義的,包括公司賬戶和合夥人賬戶目前不符合條件。若您史考特賬戶中可以存款的現金沒有達到或者降到史考特設定的美金數額水平或者由於史考特運作或管理需要,史考特會獨自決定您的賬戶是否符合BDP的條件。您阻止一個或多個計劃銀行接收您的資金可能會使您失去資格。

**3. 賬戶保障。**在BDP存款賬戶中的存款由FDIC保險,會受FDIC的規定和此協議的限制,FDIC是美國政府的一個獨立機構。在計劃銀行失敗的情況下,FDIC會在特定的數額範圍內保障您投保的存款不受損失。FDIC保險範圍會根據存款人在投保的存款機構所擁有的權利與能力來決定。從2008年10月3日起,對在每個存放機構中所有擁有類型賬戶的FDIC保險最大額從\$100,000調至\$250,000。FDIC保險額度是以每個受保銀行限定,目前是\$250,000,將在本文中稱爲最大適用存款保險額度(Maximum Applicable Deposit Insurance Amount),且會更改。因爲您的存款有可能由多家計書銀行維護,所以按照FDIC的定義,在BDP計劃下每個法定擁有類型最大的FDIC保險額度爲\$2,500,000。在這裡適用於每個法定擁有類型的FDIC保險範圍限制是指"最大適用存款保險額"。當您的資金存入計劃銀行後您的資金就可以享受FDIC的保險。如果一個計劃銀行倒閉,FDIC保險將會在最大適用存款保險範圍內保障本金和彙計的利息。任何您在同一家計劃銀行維持的具有相同法定擁有類型的所有其它BDP賬戶中的資金將會彙加計算最大適用存款保險額。這包括定期存款、您在此計劃銀行的其它直接存款,以及通過其它史考特的或者其它證券公司的BDP存款賬戶的存款。您有責任監視您所有的存款餘額來決定您能夠享受的存款保險範圍。如果您對FDIC保險範圍有任何疑問,在其網站[www.fdic.gov](http://www.fdic.gov)或者電話((877-275-3342 or 800-925-4618))可以得到更多的訊息。或者,有關FDIC存款保險範圍的問題,您也可以諮詢您的律師或者理財顧問。證券投資人保護公司(SIPC)和史考特在SIPC以外的額外保險不會保障在BDP存款賬戶中的存款。

**4. 存款。**儘管BDP賬戶不是史考特,而是計劃銀行的義務,您將不會與計劃銀行有直接的關係。您不可以直接通過BDP在計劃銀行存款。史考特在計劃銀行會以您的名義在BDP賬戶中存款。有關您BDP賬戶以及客戶存款賬戶的訊息可以從史考特獲得,而不是從計劃銀行獲得。正如以下描述的,每個工作日史考特將會在計劃銀行維持的一個或多個總括(Omnibus)存款賬戶中存入、支使存入您史考特經紀賬戶中的剩餘現金餘額。在計劃銀行的總括存款(Omnibus)賬戶是以史考特的名義,專爲其客戶的利益維護。您的BDP賬戶將會在史考特賬戶記錄上用記賬(Book Entry)方式反映。您將不會得到任何所有權證明,例如存摺或者憑證,計劃銀行將不接受您的直接存款或取款要求。您的客戶存款賬戶的所有權名稱和地址將與您史考特賬戶的一致。您史考特賬戶的定期月結單將顯示所有BDP的每月交易活動,以及您在每個計劃銀行的月底結餘。

在您史考特賬戶中的可用現金將會存到計劃銀行直到餘額達到一定的數額,取決於賬戶的保險範圍,此數額比適用存款最大保險額稍低一些。史考特則會在下一個有資格的計劃銀行存入額外資金直到其達到到一定的數額,取決於賬戶的保險範圍,此數額比適用存款最大保險額稍低一些。當您的客戶存款賬戶中的累積存款一旦達到上述3段中的設定的最大數額,超出的數額將會被存入史考特銀行(Scottrade Bank)或其它作爲超額銀行(excess bank)身份的計劃銀行。在BDP計劃中的超額銀行是一家可以無視適用存款最大保險額,無限額接受資金的銀行。您可能不能選擇哪家計劃銀行接受您的超額存款。如果您在BDP計劃中選擇退出一家銀行,那家銀行仍可能是您資金的"超額銀行"。有時候,史考特可能會添加、替換或更改一個或多個計劃銀行。

In most cases, we will post such changes in advance on our website so you will 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, through your independent financial 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 the extent of the FDIC insurance coverage available, you should carefully review such notice and determine if the change in Program Banks has an impact on your deposit insurance 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, as a general matter, first use any free credit balances in your Scottrade brokerage account and then Scottrade, as your agent, will withdraw funds from the Customer Deposit Accounts maintained at one or more Program Banks where you have deposits. In general we will withdraw funds first from the last Program Bank in which funds have been deposited. If there are not sufficient funds on deposit at the last Program Bank in which funds were deposited, we will withdraw funds from the next Program Bank in which funds have been deposited. We will withdraw funds from Customer Deposit 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 seven days' prior notice before permitting transfers or withdrawals from BDP or other deposit accounts.

**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 (1) an interest-bearing transaction sub-account (commonly referred to as a "NOW" sub-account), and (2) 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 sub-account and the MMDA sub-account on a daily basis. You will not have an individual NOW sub-account 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 customers that participate in the BDP as described above in the section entitled "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. Under applicable Federal Reserve Board regulations, your NOW sub-account is considered to be like a "transaction account" from which an unlimited number of transfers of funds (i.e., withdrawals) may be made. While there is no limit on the number of withdrawals that may be made from your NOW sub-account, the only withdrawals that are permitted from your NOW sub-account under the BDP are (1) transfers to your MMDA sub-account (to the extent funds in your NOW sub-account exceed any target balance established by Scottrade), and (2) transfers from the NOW sub-account back to your Scottrade brokerage account (to the extent needed to pay for transactions in that account).

Conversely, under Federal Reserve Board regulations, your MMDA sub-account is considered to be like a "savings account" from which generally no more than six withdrawals or transfers may be made per statement cycle. The only type of withdrawal that is permitted directly from your MMDA sub-account under the Program is a transfer to your NOW sub-account (to fund transfers from your NOW sub-account back to your Scottrade brokerage account and to maintain any target balance that Scottrade may have established for your NOW sub-account). No more than six transfers from your MMDA sub-account to your NOW sub-account are permitted per monthly cycle. If a sixth transfer is needed, it will be for the full balance of available funds in your MMDA sub-account (but not including accrued interest). At the beginning of the next monthly statement cycle, funds in your NOW sub-account that exceed any target balance that Scottrade may have established for your NOW sub-account (as described below) will be transferred back to 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 from time to time establish a target balance for your NOW sub-account. Scottrade may change or vary the target balance at any time or from time to time. To the extent funds in your NOW sub-account exceed any such target balance, the excess will be transferred to your MMDA sub-account unless the maximum number of transfers from your MMDA sub-account for that monthly statement cycle have already occurred.

**7. Interest.** Funds in the BDP will generally earn interest. The rate of interest may vary over time, but will be the same from each Program Bank. The rate will vary based on the aggregate balance of your Customer Deposit Account. The interest rate for each tier is based on a number of 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, generally, customers with higher balances will receive higher interest rates on their Customer Deposit Accounts than customers with lower Customer Deposit Account balances. For SAS Accounts, the interest rate may be determined based upon total assets under management attributable to your applicable independent financial advisor or other factors. For Retail Accounts, your balance for purpose of tiers will not include the balances in any other of your Customer Deposit Accounts that have been linked to other Scottrade brokerage accounts or available cash balances in your Scottrade brokerage account. For SAS Accounts, balances in Customer Deposit Accounts that are linked to other Scottrade brokerage accounts may impact the interest rate tier if they are attributed to a particular independent financial advisor. Over any given period, the interest rates paid by the Program Banks in the BDP may be lower than deposit accounts offered outside of the program or non-FDIC insured investments. Interest rates, tier levels and factors affecting customer tier levels 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 will be posted to your Customer Deposit Account on the last day of each month.

多數情況下，我們會提前通知您這種變化，使您能夠有機會阻止計劃銀行接收您的存款。您也可以通過史考特當地的分行，如果您的賬戶是SAS賬戶，通過您獨立的理財顧問作出這些改變。因為您有責任監視您在每家計劃銀行的存款總額（包括您的客戶存款賬戶資金）來決定FDIC保險能夠保障的限額，您應當仔細閱讀這樣的通知並決定計劃銀行的變更是否影響您存款的保險範圍。

**5. 提款。**當您在史考特賬戶需要資金來進行證券買入、提款、寫支票等交易活動時，我們慣常做法是先使用在您史考特賬戶中的自由存款餘額，然後，史考特作為代理人，從您在一家或多家計劃銀行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。如果最後存款的這個計劃銀行中存入的資金不夠，我們將開始從下一個存款的計劃銀行提款。我們從計劃銀行的客戶存款賬戶提款是按照逐降的順序來進行的，除非有特殊的情況需要不同的提款方法。聯邦銀行管制規定要求銀行有權利要求在同意從BDP或其它存款賬戶轉移或提款之前要給予7天提前通知。

**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、法規和操作。

您在某特定計劃銀行存入資金的客戶存款賬戶將會被放置於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（1）一個是計息交易子賬戶（通常被稱為“NOW”子賬戶），（2）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資金將和參與在以上“1.作為代理的權限”部分所述其他其他史考特客戶的 BDP 存款一起進行匯總。為了便於參考，您在某特定計劃銀行存入的、分配至 NOW 子賬戶中的部分稱為“您的”NOW 子賬戶，分配至 MMDA 子賬戶的部分稱為“您的”MMDA 子賬戶。這種分配將有利於跟蹤並限制從您的 MMDA 子賬戶中提款的次數。根據適用的聯邦儲備委員會規定，您的 NOW 子賬戶被認為是“交易賬戶”，從中轉移資金（例如：取款）的次數不受限制。雖然從您的 NOW 子賬戶中取款的次數沒有限制，但在 BDP 計劃僅在以下情況允許您從 NOW 子賬戶中取款（1）轉移至您的 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），和（2）從 NOW 子賬戶中將資金轉回您的史考特經紀賬戶（以支付該賬戶內交易所需資金為上限）。

相反，根據美國聯邦儲備委員會的規定，您的 MMDA 子賬戶被看作與“儲蓄賬戶”類似，在每個月結單周期內一般不得超過六次取款或轉賬。在此計劃下，唯一允許直接從您的 MMDA 子賬戶中取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 子賬戶規定的目標餘額）。每個月您從 MMDA 子賬戶轉賬至您的 NOW 子賬戶不得超過六次。如果需要進行第六次轉賬，它將是您的 MMDA 子賬戶中可用資金的全部餘額（但不包括累計的利息）。在下個月結單周期的初始，在您的 NOW 子賬戶中超過史考特為其設定的目標餘額（如下所述）的資金將被轉回您的 MMDA 子賬戶中。您在一家計劃銀行存入的資金最初總是計入您的 NOW 子賬戶。然而，要將您的 MMDA 子賬戶可持有資金最大化，史考特會不時地為您的 NOW 子賬戶建立一個目標餘額。史考特可以不時地或隨時更改目標餘額。當您的 NOW 子賬戶資金超過任何目標餘額時，超出的金額將被轉至您的 MMDA 子賬戶，除非已經達到了在該月結單周期內由您的 MMDA 子賬戶進行轉賬的次數上限。

**7. 利息。**您在客戶存款賬戶的存款會贏得利息。利率會隨著時間不斷變化，但每個計劃銀行的利率將會是相同的。利率將會按照您客戶存款賬戶的結餘數額分等級。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，通常客戶存款賬戶結餘數額高的客戶將比那些結餘數額低的客戶得到更高的利率。對於SAS賬戶，利率可能會取決於獨立理財顧問所管理的總資產額或其他因素。對於零售賬戶，用於劃分等級的結餘數額將不會包括在您其它的與史考特經紀賬戶相連的客戶存款賬戶的結餘數額或者在您史考特經紀賬戶中的可用現金餘額。對於SAS賬戶，如果賬戶餘額都歸屬特定的獨立理財顧問，那與其他史考特經紀賬戶串聯的客戶存款賬戶的餘額可能會影響利息的等級。在任一個時期，由BDP計劃銀行支付的利息利率可能會低於計劃之外存款銀行或非FDIC保險投資的利率。史考特可能會在任何時候不提前通知就更改或者取消利率，利率等級和影響客戶等級的標準。您客戶存款賬戶的利息是按照每月平均結餘數額的方法計算。利息將會每天累計並在每個月的最後一天結算記入您史考特的經紀賬戶。

**8. Financial Benefits to Scottrade.** Scottrade receives a fee from each non-affiliated Program Bank, and may receive a fee from Scottrade Bank. The amount of fee received by Scottrade will affect the interest rate paid by the Program Bank (including Scottrade Bank) on your Customer Deposit Account. Other than the applicable fees we charge pursuant to the terms and conditions that govern your Scottrade brokerage account (collectively, your "Brokerage 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. Scottrade Bank will receive substantial deposits from the BDP at a price that may be less than other alternative funding sources available to it. Deposits in BDP Accounts at Scottrade Bank provide a stable source of funds for Scottrade Bank. Scottrade Bank intends to use the funds in the BDP Accounts to support its investments, lending activities and other approved activities. As with other depository institutions, the profitability of Scottrade Bank is determined in large part by the difference between the interest paid and other costs incurred by it on the BDP Accounts, and the interest or other income earned on its 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.

**9. Notices and Information.** Scottrade may notify or send you information by means of letter, an e-mail, an entry on your brokerage account statement or by other reasonable means. Current interest rates, tier information, participating Program Banks and other information about the BDP is available by accessing your brokerage account at [www.scottrade.com](http://www.scottrade.com) or contacting your local Scottrade branch office, or, if your account is an SAS Account, by contacting your independent financial advisor. For SAS Accounts, your independent financial advisor will have access to view all BDP information posted on [www.scottrade.com](http://www.scottrade.com) for your account. All communications, including any complaints, regarding the BDP or your Customer Deposit Accounts should be directed to Scottrade - Bank Deposit Dept., P.O. Box 31759, St. Louis, MO 63131.

**10. Closing of Account.** Scottrade or a Program Bank may, at any time, close BDP Accounts and/or your Customer Deposit Accounts. Upon closing, which includes the loss of eligibility described in paragraph 2 above, your Customer Deposit Accounts balance will be transferred to your Scottrade brokerage account, unless that account was previously closed, or, at the Program Bank's discretion, a check for the remaining balance, if applicable, may be mailed to you. If you close your Scottrade brokerage account, your Customer Deposit Accounts will also be closed and the funds in the 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. For further information on the right of Scottrade regarding such indebtedness or obligations, please see your Brokerage Agreement.

**12. Brokerage Agreement.** You understand and agree that you continue to remain bound by your Brokerage Agreement and that all of the terms and conditions of your Brokerage Agreement, including the pre-dispute arbitration clause, shall also govern BDP Accounts; provided that, in the event that any of the terms and conditions of your Brokerage Agreement conflict with any of the provisions of this document (the "Scottrade Bank Deposit Program Terms, Conditions & Important Disclosures" or "Disclosure Statement Agreement"), the provisions of the Brokerage Agreement shall govern.

**You agree to carefully read, make sure you understand, and accept the terms and conditions of this disclosure statement agreement. You understand that by continuing to maintain your brokerage account without objecting to the use of the BDP accounts, you are accepting this disclosure statement agreement and you will be legally bound by its terms and conditions.**

Disclaimer:

#### Addendum 9 Cost Basis Disclosure

Scottrade is required to supply the Internal Revenue Service 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). If you wish to change your default method, you must select a different method by accessing your account online or by contacting your local branch office. 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 Internal Revenue Service 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 it providing the required annual statement to the Internal Revenue Service or any differences in the basis reported by Scottrade and your actual adjusted cost basis.

#### Addendum 10 Large Trader Reporting

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

**8. 對史考特的財政益處。** 史考特會從每個非附屬計劃銀行得到酬金，並可能會從史考特銀行得到酬金。史考特收到的酬金數額將會影響到計劃銀行（包括史考特銀行）對您的客戶存款賬戶所支付的利率。除了按照管轄您史考特賬戶的條件和規定（總稱，您的“經紀賬戶合約”）我們對經紀賬戶收取的適當費用以外，您賬戶的 BDP 功能將不會有收費、費用或佣金。除了史考特以外，其它包括史考特銀行在內的服務提供機構將會從每個計劃銀行得到酬金。史考特銀行將會以比其它可用的存款資源較低的價格，從 BDP 收到大量的存款。在史考特銀行 BDP 賬戶中的存款將為史考特銀行提供穩定的資金來源。史考特銀行會使用在 BDP 賬戶中的資金來支持其投資、信貸業務和其它被批准的業務。和其它存款機構一樣，史考特銀行的效益很大程度上取決於支付的利息和其在 BDP 賬戶所產生花費之間的差額以及信貸、投資以及其它資產所賺取的利息和其它收入。史考特可能會與計劃銀行有銀行業務關係，此關係不會直接與那些史考特可能會收到財政益處的 BDP 相關。

**9. 通知和信息。** 史考特可能會以信函、電子郵件、在您經紀賬戶月結單上注記或者其它合理的方式向您發送信息或通知。當前的利率、等級訊息、參加的計劃銀行和其它有關 BDP 資料將可以在史考特網站 [www.scottrade.com](http://www.scottrade.com)，[chinese.scottrade.com](http://chinese.scottrade.com)（中文）或聯係您當地的分行獲得，或者，如果您的賬戶是 SAS 賬戶，可聯係您獨立的理財顧問獲取。對於 SAS 賬戶，您的獨立理財顧問將可使用、查閱公佈在 [www.scottrade.com](http://www.scottrade.com) 網站上所有針對 BDP 計劃的信息。所有通訊，包括任何投訴需要直接傳達給史考特銀行存款部門，地址是：P.O. Box 31759, St. Louis, MO 63131

**10. 關閉賬戶。** 史考特或一個計劃銀行可能在任何時候關閉 BDP 賬戶和/或您的客戶存款賬戶。賬戶關閉後就會失去在上面 2 段中描述的資格，您客戶存款賬戶中的結餘數額將會被轉移到您史考特經紀賬戶，除非此賬戶在之前就已被關閉，或者，由計劃銀行決定，將餘額現金（如果適用）以支票的形式郵寄給您。如果您關閉了您的史考特賬戶，您的客戶存款賬戶將也會被關閉，客戶存款賬戶中的資金將按照經紀賬戶合約中所規定的條款分配給您。

**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或義務。有關史考特對這種債務或義務權力的進一步資料，請參閱您的經紀合約。

**12. 經紀合約。** 您明白並同意您繼續受到您的經紀合約以及經紀合約的所有條件和規定的約束，包括爭端前仲裁條款也應當管轄 BDP 賬戶，如果經紀合約與本文中（“銀行存款計劃條件、規定和重要聲明”或“公開聲明合約”）任何規定有衝突，經紀合約中的規定將起管轄作用。

**您同意要仔細閱讀、確定您理解並接受此公開聲明合約的條件和規定。您明白若不反對使用 BDP 賬戶並繼續維護您的經紀賬戶，您接受此公開聲明合約並且您將受到其條件和規定的法律約束。**

#### 附本 9 成本基礎公開說明

史考特需要向國稅局（IRS）提供在單一賬戶中正對任何“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係您當地的分行選擇不同的方式。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法則之間存在的差異，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緻。向國稅局（IRS）提供調整成本基礎並意味著是提供法律或者稅務建議。就您個人的報告要求，我們建議您聯係您的稅務顧問。對於史考特向國稅局（IRS）提供所要求的年度報告，或者報告的成本基礎與您實際調整成本基礎之間的差異所造成的任何損害，史考特不應承擔任何責任。

#### 附本 10 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 13h-1 規則，凡是符合 SEC“大戶交易者”定義的交易者必須向其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。您同意給史考特提供由 SEC 派發給您的 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。