

**1 INTRODUCTION**

This Agreement governs all brokerage accounts that I open with you, all transactions in my Account, the use of your websites, the Brokerage Services, the TD Ameritrade Content, and the Third-Party Content, and is binding on my heirs, executors, administrators, successors, and assigns, and will inure to the benefit of your successors. By opening an Account with you, I acknowledge that I have received, read, and understand this Agreement and agree to be bound by its terms.

"I," "me," "my," or "account owner" means each account owner who signs the Account Application. "You," "Your," or "TD Ameritrade" means TD Ameritrade Institutional, Division of TD Ameritrade, Inc., a wholly owned subsidiary of TD Ameritrade Holding Corporation, and, when applicable, TD Ameritrade Clearing, Inc. ("Clearing"), TD Ameritrade's clearing broker-dealer.

**2 DEFINITIONS**

**"Account"** means each brokerage account I open with you or have an interest in.

**"Advisor"** means any independent investment advisor authorized by me to act on my Account.

**"Agreement"** means these terms and conditions as well as any supplemental agreements and disclosures that apply to my Account, as amended from time to time.

**"Applicable Rules"** means all applicable federal and state laws, rules, and regulations, rules of any self-regulatory organization, the constitution and applicable rules, regulations, customs, and usages of the exchange or market and its clearing house.

**"Brokerage Services"** means your website and related services that you provide other than TD Ameritrade Content, which I need to place trades in my Account.

**"Business Day"** means Monday through Friday, excluding market holidays.

**"Services"** means, collectively, the websites, the Brokerage Services, the TD Ameritrade Content, and the Third-Party Content. This Agreement applies to the Services provided by You regardless of how I access them (for example, in-person, phone, Internet, or by mobile device).

**"TD Ameritrade Content"** means all information, tools, and services available on your website, other than Brokerage Services provided by you, and not by a third party.

**"Third-Party Content"** means all information, tools, and services available on your website that are provided by a third party ("Third-Party Provider"), including financial and investment tools, market data, reports, alerts, calculators, access to online conferences, telecasts, bulletin boards, tax preparation, or Account management tools.

**"websites"** means the Internet sites of TD Ameritrade Holding Corporation and its subsidiaries through which you offer Services.

**3 CONFLICT OF INTEREST DISCLOSURE**

This section contains important information about possible conflicts of interest between me and my independent investment advisor ("Advisor"). As a fiduciary under applicable law, my Advisor is obligated to act in my best interest and to place my interests before its own. As described below, certain goods and services my Advisor obtains from you create potential conflicts of interest related to my Advisor's recommendation that I use your brokerage services. The possible conflicts of interest described in this section may not be the only conflicts that may exist between me and my Advisor. You encourage me to discuss conflicts of interest and potential conflicts of interest with my Advisor.

TD Ameritrade's Institutional Division offers services to Advisors and their clients, which include custody of securities and financial products, trade execution and clearance and settlement of transactions ("Institutional Program"). My Advisor and I agree that commissions, rates, and fees applicable to my Account may be based on scope and nature of the business that my Advisor transacts with you, including the current and future expected amount of my Advisor's clients' assets custodied with you. All Advisors that participate in the Institutional Program are eligible to receive certain economic benefits from you ("Program Benefits"). These benefits include various technological tools, items, and products that assist Advisors in managing and servicing their clients' Accounts. In addition, you may provide certain Advisors with discounts on products or services such as compliance, marketing, technology, and practice management products or services provided by third-party vendors. My Advisor's receipt of Program Benefits does not depend on the amount of brokerage transactions it directs to you. I should be aware, however, that my Advisor's receipt of Program Benefits creates potential conflicts of interest between me and my Advisor. For example, the receipt of Program Benefits by my Advisor may indirectly influence the Advisor's recommendation of your custodial and brokerage services.

You also offer additional benefits ("Additional Services") to select Advisors in the Institutional Program. The Additional Services may include reimbursement or waiver of fees or expenses related to the Advisor's business as an advisor, or the provision of services or other things of value for use in connection with the Advisor's business. An Advisor's receipt of Additional Services also raises potential conflicts of interest. In providing Additional Services to an Advisor, you consider the amount and profitability to you of the assets in and trades placed for, the Advisor's clients' Accounts maintained with you. Thus, to be eligible to receive Additional Services, my Agent may have an incentive to recommend to me that my assets be held in custody with you and to place transactions for my Accounts with you.

You also may refer interested clients to certain Advisors in the Institutional Program (known as "AdvisorDirect"). To be eligible for AdvisorDirect, Advisors must meet certain minimum eligibility criteria, which are described in the AdvisorDirect Disclosure Document. Once an Advisor meets the criteria, you may consider other factors in deciding whether to offer an Advisor the opportunity to participate in AdvisorDirect. Certain of these factors create potential conflicts of interest between me and my Agent. First, you may expect that an Advisor have a minimum amount of client assets at your firm before it will be included in AdvisorDirect. Second, you also may consider the profitability of your relationship with an Advisor as part of the determination. Consequently, if my Advisor is interested in participating or currently participating in AdvisorDirect, it may have an incentive both to recommend that my assets be custodied with you and to place transactions for my Account.

Furthermore, when a successful referral is made to an Advisor through AdvisorDirect, the Advisor pays you certain referral fees, which you may waive. You may waive such referral fees based on the amount of the Advisor's clients' assets and level of business transacted in Advisor client Accounts held with you. Consequently, my Advisor may have an incentive to recommend that assets be custodied with you and to place transactions for my Account.

Because of the potential conflicts noted above, it is important for me to make my own informed decision as to whether I open an Account with you. It may be in my best interests to choose your custodial and brokerage services despite the existence of these conflicts. By signing the application, I acknowledge that I have read and understand the conflicts of interest identified above. I understand that my Advisor may have various incentives to recommend that I open an Account with you. After considering these conflicts, I have independently decided to open an Account.

4

## ADVISOR AUTHORIZATIONS

### Limited Disbursement and Journal Authorization.

**Disbursement Authorization** – My Advisor is not authorized to withdraw funds, securities, or other property from my Account other than: (i) to disburse funds held in my Account to me at my address of record, (ii) for purposes of Fee Deduction and Payment (if specifically authorized by me, as discussed below), or (iii) as may be otherwise authorized by me via a written authorization presented by me to TD Ameritrade.

**Journal Authorization** – My Advisor is not authorized to journal funds and securities other than to journal funds and securities between my TD Ameritrade Accounts of identical registration or as may be otherwise authorized by me via a written authorization presented by me to TD Ameritrade.

**IRA/Plan account Disbursement and Journal Authorization** – Notwithstanding the above, if my Account is an IRA or plan account, my Advisor is not authorized to withdraw funds, securities or other property from my Account nor journal funds or securities unless authorized by me via a written authorization presented by me to TD Ameritrade.

**Trading Authorization** – If I have so indicated in the Advisor Authorization section of the TD Ameritrade Institutional Account Application, that my Advisor will have trading authorization, I hereby constitute and appoint my Advisor named therein as my agent and attorney-in-fact to buy, sell, and trade in stocks, bonds, mutual funds, debentures, notes, subscription warrants, stock purchase warrants, mutual fund shares, Exchange Traded Funds, alternative investments, evidences of indebtedness, and any other securities, instruments, or contracts relating to securities in accordance with TD Ameritrade's terms and conditions in my name or number on TD Ameritrade's books for any Account in which I have indicated on the Application that my Advisor will have authority to direct TD Ameritrade to execute trades. In all such purchases, sales, or trades, TD Ameritrade is authorized to follow the instructions of Advisor in every respect concerning my Account and my Advisor is authorized to act for me and on my behalf in the same manner and with the same force and effect as I might do or could do with respect to such purchases, sales, or trades as well as with respect to all other things necessary or incidental to the execution of such instructions, including, but not limited to, the provision of securities cost-basis method selection and/or information for purposes of cost-basis or tax reporting.

My Advisor is authorized to effect such transactions in my Account via any available medium, electronic access or otherwise, including, but not limited to, electronic access via personal computer, mobile device, application, and/or touch-tone phone. If this is a fiduciary account, I affirm that this grant of trading authorization has been conferred consistent with any fiduciary duties or powers of Account Owner(s). I acknowledge and agree that (i) TD Ameritrade will merely carry out instructions as directed by me and or my Advisor, (ii) I and not TD Ameritrade am responsible for selecting Advisor, (iii) Advisor is not affiliated with, controlled by, or supervised by TD Ameritrade, and (iv) TD Ameritrade has no duty to monitor or supervise the trading of me or my Advisor.

If my account has a margin feature, TD Ameritrade is authorized to accept instructions from my Advisor to trade on margin, sell short, borrow securities, otherwise cause credit to be extended through the Account, and to secure performance of obligations in the Account.

If I have signed an options agreement, my Advisor is authorized to effect options transactions in my Account, within the approval limits for my Account, as such terms are defined in the booklet "Characteristics and Risks of Standardized Options," a copy of which I have received.

I authorize TD Ameritrade to take such actions it deems reasonably necessary to carry out instructions from me and/or my Advisor. I further authorize TD Ameritrade, acting upon Advisor's instructions to aggregate transaction orders for my Accounts with orders for one or more other accounts over which my Advisor has trading authorization or to accept or deliver assets in transactions executed by other broker-dealers, where my Advisor or Manager has so aggregated orders. I agree that if any such aggregated order is executed in more than one transaction, my portion of such order may be deemed to have been executed at the weighted average of the prices at which all of such transactions were executed. I acknowledge and agree to have my Advisor receive duplicate statements and trade confirmations.

**Fee Deduction and Payment Authorization** – If I have so indicated in the Advisor Authorization section of the TD Ameritrade Institutional Account Application, I authorize TD Ameritrade to pay investment advisory fees and related fees (collectively, "Advisory Fees") to my Advisor from my Account(s) in the amounts instructed by the Advisor. I also authorize TD Ameritrade to liquidate shares of any money market mutual fund I may hold in my Account to the extent necessary to pay such Advisory Fees. I have authorized my Advisor in writing to receive Advisory Fee payments directly from my Account. TD Ameritrade may rely on the instructions submitted by my Advisor, and will have no responsibility to confirm the instructions, verify Advisory Fees, or their calculation. Advisory Fee deductions will appear on my TD Ameritrade periodic statement.

**Termination of Authorizations** – The authorizations granted by me to my Advisor are continuing ones and shall remain in full force and effect until: (i) you are notified by a written notice delivered to TD Ameritrade of my death or incapacity or (ii) I or my Advisor have revoked or terminated any of them by notice to TD Ameritrade via mail, phone, fax, electronic mail, or otherwise, provided however that TD Ameritrade reserves the right to require written notice or confirmation that such authorization has been terminated or revoked. TD Ameritrade shall have no duty of inquiry. Until TD Ameritrade receives such revocation, TD Ameritrade is entitled to act in reliance on such authorization(s). Any revocation of authorization(s) shall have no effect on any liability which results from transactions initiated before TD Ameritrade receives notice of revocation. Unless revoked or terminated by me, all authorizations and designations conferred to my Advisor shall continue to apply to my Advisor's successors and assigns. The authorization(s) shall inure to the benefit of TD Ameritrade and of its successor firm or firms, irrespective of any change or changes at any time in the personnel thereof for any causes whatsoever, and of the assigns of TD Ameritrade or any successor firms. I understand and agree that if TD Ameritrade terminates its Advisor Services Agreement with Advisor, TD Ameritrade is not obligated to accept or follow any further instructions from Advisor. In such event, I will have exclusive control and responsibility over my Account and I acknowledge and agree that my Account may become a TD Ameritrade retail brokerage account.

### Indemnification

I hereby agree to indemnify and hold harmless TD Ameritrade, Inc., its affiliates and their directors, officers, employees, and agents from and against all claims, actions, costs, and liabilities, including attorneys' fees, arising out of or related to reliance on these authorizations and TD Ameritrade's execution of Advisor's instructions and to pay promptly on demand any and all losses arising therefrom or debit balance due thereon.

**a. Self-Directed Account.** I understand that Accounts opened with you are self-directed. I am responsible for all purchase and sell orders, decisions to continue with an investment strategy or to hold an investment, and instructions placed in my Account. Any investment decision that I make or investment strategy that I utilize, including the decision to hold any and all of the securities or derivatives in the Account, is based on my own investment decisions or those of my Advisor and is at my own risk. All investments involve risk and, unless you provide individualized recommendations to me, I or my Advisor are responsible for determining the suitability of any trade, investment, investment strategy, and risk associated with my investments. TD Ameritrade Content or Third-Party Content I access through you does not constitute a recommendation to invest in any security or derivative, or to utilize any investment strategy. You do not provide legal, tax, or estate planning advice.

**b. Fees and Commissions.** I will pay commissions, charges, taxes, and other fees applicable to my Account. Current commission pricing and other fees are on the websites. If my Advisor has negotiated discounted commission pricing or other fees, such pricing is available from my Advisor. You may change your fees and commissions at any time by posting changes on the websites or by other means including by notifying my Advisor. You reserve the right to vary commissions among clients in connection with special offers or combinations of services or in other circumstances. You or Clearing may pay a portion of the revenues or fees derived from servicing my Account to third parties that provide services to you or Clearing. If my Account is an IRA or other retirement plan account, my Account may be charged fees that the particular plan has authorized to be paid to service providers other than you or Clearing.

**c. Statements and Confirmations.** It is my obligation to review trade confirmations and Account statements promptly upon receipt. These documents will be considered binding on me unless I notify you of any objections within five days from the date confirmations are sent and within 10 days after Account statements are sent. If I have authorized TD Ameritrade to deliver my trade by trade confirmations to my Advisor, I agree that the trade confirmations will be considered binding on me unless I or Advisor notify you of any objections within five days from the date confirmations are sent to or made available to Advisor.

**d. Instructions.**

1. **General.** You may accept and act on instructions from me, my Advisor (as authorized by me), or any person authorized on my Account. You may refuse any order, or delay placing any order, if you determine that an order requires clarification from me or my Advisor. I will not hold you responsible for any losses caused by the rejection or delay. You will not receive any order or instruction transmitted by my Advisor or me until you have actual knowledge of the order or instruction. You do not determine the validity of my Advisor's status or capacity, the appropriateness of, or the authority or actions by such person.

2. **Wire Transfers.** By initiating a wire transfer from my Account, I agree that you may use security procedures for accepting and acting upon wire transfer instructions. I agree that such security procedures may include one, some, or all of the following, depending on the type, amount, and frequency of the wire transfer request: requestor and/or account owner identification and verification; requestor and/or account owner signature comparison or verification; confirmation of receiving bank and/or account designation; notice provided via email, message center, or phone to account owner and/or Advisor; account surveillance and/or trending analysis. In some circumstances, you may place limits on the portability of funds and additional documentation may be required.

3. **ACH Transactions.** From time to time, originators that I authorize may send ACH credits or debits to my account. For each ACH transaction, I agree it is subject to the NACHA Operating Rules and Guidelines or other funds transfer system rules as applicable, and that the following additional terms shall apply: (1) TD Ameritrade's payment of a funds transfer to my account will be provisional until TD Ameritrade receives final settlement or payment, and I agree that TD Ameritrade may reverse the provisional credit and/or obtain reimbursement from me if you do not receive final settlement or payment; (2) A payment by the beneficiary's bank of a funds transfer from my account to the beneficiary will be provisional until final settlement has been made or until payment is considered received under applicable law, and I agree that the beneficiary's bank may reverse its provisional credit and obtain a refund from the beneficiary and I, as the originator of the payment, will not be considered to have paid the beneficiary; (3) I hereby authorize any Originating Depository Financial Institution (ODFI) to initiate, pursuant to ACH operating rules, ACH debit entries to my account for electronic presentation or re-presentation of items written or authorized by me; and (4) If I receive an unauthorized debit, I will need to file a written unauthorized debit statement with TD Ameritrade by contacting TD Ameritrade at 800-431-3500.

**e. No Endorsement of Day Trading Strategy.** You do not recommend, endorse, or promote a "day trading" strategy, which may involve significant financial risk to me.

**f. Clearing Agreement.** You and Clearing have entered into a clearing agreement in which Clearing is the clearing agent for securities transactions for your clients. You transmit client instructions to Clearing which causes such instructions to be executed. Clearing carries my Account on a fully disclosed basis. All securities, dividends, and proceeds will be held at Clearing unless otherwise instructed.

**g. Account Protection.** You are a member of the Securities Investor Protection Corporation ("SIPC"), which protects securities customers of its members up to \$500,000 (including \$250,000 for claims for cash). An explanatory brochure is available on request at [sipc.org](http://sipc.org). Additionally, you provide each client \$149.5 million worth of protection for securities and \$2 million of protection for cash through supplemental coverage provided by London insurers. In the event of a brokerage insolvency, a client may receive amounts due from the trustee in bankruptcy and then SIPC. Supplemental coverage is paid out after the trustee and SIPC payouts and under such coverage each client is limited to a combined return of \$152 million from a trustee, SIPC, and London insurers. The TD Ameritrade supplemental coverage has an aggregate limit of \$500 million over all customers. This policy provides coverage following brokerage insolvency and does not protect against loss in market value of the securities.

To obtain information about the SIPC, including the SIPC brochure, I can contact the SIPC at:

Securities Investor Protection Corporation  
805 15th St, NW Suite 800  
Washington, D.C. 20005-2215

Tel: 202-371-8300  
Fax: 202-371-6728  
Email: [asksipc@sipc.org](mailto:asksipc@sipc.org)  
website: [sipc.org](http://sipc.org)

**h. Beneficiary Designations.** Changes in the relationship between the account owner and designated beneficiary (for example, marriage, divorce, or adoption) will not automatically add or revoke beneficiary designations. For example, if an account owner designated a spouse as beneficiary and they were subsequently divorced, the former spouse will remain beneficiary on the Account unless the account owner submits a new beneficiary designation to you.

**i. Compliance with Laws.** I agree to comply with all laws, rules, and regulations applicable to my Account.

- a. Legal Capacity.** I am of legal age in the jurisdiction in which I reside and have the capacity and authority to enter into this Agreement.
- b. Accuracy of Information.** All the information I provide you is true and correct. I will promptly notify you in writing within 10 Business Days after any change in such information. You may rely upon all information I provide you.
- c. Interest in Account.** I represent that no one else except me (us) has an interest in any of my (our) Accounts (unless I am opening the Account as a fiduciary).
- d. Multiple Owners.** If there is more than one Account owner, then the provisions of the Agreement apply to each owner. Accounts of husbands and wives in community property states will be held in the name of husband and wife as community property unless we instruct you otherwise; any other Joint Account will be held jointly with rights of survivorship unless I notify you of a different form of ownership and provide such documentation as you require. You will have no liability for any loss that may arise due to taking instructions from one owner or requiring instructions from all owners. If I am married, I may establish an Account with my spouse as tenants by entirety. I will notify you if I become legally divorced.
- e. Investment Club/LLC/Partnership Accounts.** If this is an Investment Club, Partnership, or Limited Partnership, then TD Ameritrade Clearing, Inc., ("Clearing Firm") is authorized to follow the instructions of Authorized Agents, or any one of them, in every respect concerning the undersigned's account with Clearing Firm, and make deliveries of securities and payment of monies to them or as they may order and direct. In all matters and things aforementioned, as well as in all other things necessary or incidental to the administration to the account of the undersigned, Authorized Agents, or any one of them, are authorized to act for or on behalf of the undersigned in the same manner and with the same force and effect as the undersigned might or could do, and are authorized to receive on the behalf of the undersigned's account demands, notices, confirmations, reports, statements of account, and communications of every kind, to make agreements on behalf of the undersigned's account, to terminate or modify same and waive any provisions thereof, to appoint or remove other Authorized Agents to act for and on behalf of the undersigned, and generally deal on behalf of the undersigned's account as fully and completely as if Authorized Agents were interested in said account, all without notice to the others interested in said account. The undersigned hereby ratify and confirm any and all transactions with Clearing Firm heretofore or hereafter made by Authorized Agents, or any one of them, for the undersigned's account. This authorization and indemnity is in addition to (and in no way limits or restricts) any rights which Clearing Firm may have under any other agreement between the undersigned and Clearing Firm. This authorization and indemnity is binding on the undersigned and their estates, and is also a continuing one and shall remain in full force and effect until revoked by the undersigned by a written notice addressed to Clearing Firm and delivered to 200 South 108th Ave, Omaha, NE 68154, and shall continue after the death or insanity of any of the undersigned until receipt by Clearing Firm of written notice thereof; but such written revocation shall not affect any liability in any way resulting from transactions initiated prior to the receipt of such written revocation by Clearing Firm. This authorization and indemnity shall inure to the benefit of Clearing Firm and of any successor firm, irrespective of any change at any time in the personnel thereof, for any cause whatsoever, and of the assigns of Clearing Firm or any successor firm. We acknowledge receiving account documentation, agreements, and risk disclosure forms including the account "Client Agreement." The undersigned agree that this authorization is consistent with the terms and conditions set forth in any operating agreement, bylaws, articles of incorporation, or other governing instrument of the Investment Club, Partnership, or Limited Partnership and any and all rules and regulations, whether express or implied of the Investment Club, Partnership, or Limited Partnership. We, the undersigned, jointly and severally indemnify TD Ameritrade, Inc., its divisions, and affiliates thereof ("TD Ameritrade") and hold TD Ameritrade harmless from any liability for effecting any transactions if TD Ameritrade acts pursuant to instructions given by the Authorized Agents. We agree to inform TD Ameritrade, immediately in writing, of any amendment to the Investment Club, Partnership, or Limited Partnership Operating Agreement, any change in composition of the Authorized Agents or members, or any other event, which would materially alter the certifications made above.

If this is an LLC, then Clearing Firm is authorized to follow the instructions of Authorized Managers, or any one of them, in every respect concerning the LLC's account with Clearing Firm, and make deliveries of securities and payment of monies to them or as they may order or direct. In all matters and things aforementioned, as well as in all other things necessary or incidental to the administration of the LLC's account, Authorized Managers, or any one of them, are authorized to act for and on behalf of the LLC in the same force and effect as the undersigned might or could do, and are authorized to receive on behalf of the LLC's account demands, notices, confirmations, reports, statements of account, and communications of every kind, to make agreements on behalf of the LLC's account, to terminate or modify same or waive any provisions thereof, and generally to deal on behalf of the LLC's account as fully and completely as if Authorized Managers were interested in said account, all without notice to the other partners of the LLC. The undersigned hereby ratify and confirm any and all transactions with Clearing Firm heretofore or hereafter made by Authorized Managers, or any one of them, for the LLC's account.

This authorization is in addition to (and in no way limits or restricts) any rights Clearing Firm may have under any other agreement between the undersigned and Clearing Firm. This authorization is binding on the undersigned and the LLC and for their respective successors and assigns, and is also a continuing one and shall remain in full force and effect until revoked by the undersigned, or their respective successors, and assigned by a written notice addressed to Clearing Firm and delivered to 200 South 108th Ave, Omaha, NE 68154. In the event any of the undersigned cease to be members of the LLC, Clearing Firm is authorized (a) to continue to treat such person as a member for all purposes, and as bound by this authorization until such time as one of the undersigned, or such person's representative, delivers a written notice to Clearing Firm, at the address set forth above, to the effect that such person has ceased to be a member and will no longer be bound by this authorization, and (b) to take such proceedings, require such papers, retain such portion of, or restrict transactions in the LLC's account as Clearing Firm may deem advisable to protect it against any liability, penalty, or loss under any present or future law or otherwise. It is further agreed that, in the event any of the undersigned cease to be a member of the LLC, the remaining member(s) will immediately cause you to be notified of such fact. No notice of revocation, or of any of the undersigned ceasing to be a member of the LLC, shall affect any authority hereby granted or any liability in any way resulting from transactions initiated prior to the receipt of the written notice thereof by Clearing Firm. This authorization shall inure to the benefit of Clearing Firm, and of any successor firm, irrespective of any change at any time in the personnel thereof, for any cause whatsoever, and of the assigns of Clearing Firm or any successor firm. We acknowledge receiving account documentation, agreements, and risk disclosure forms including the account Client Agreement. The undersigned agree that this authorization is consistent with the terms and conditions set forth in any LLC Agreement or other governing instrument of the LLC, and any and all rules and regulations, whether express or implied of the LLC. We, the undersigned, jointly and severally indemnify TD Ameritrade, Inc., its divisions and affiliates thereof ("TD Ameritrade"), and hold TD Ameritrade harmless from any liability for effecting any transactions if TD Ameritrade acts pursuant to instructions given by the Authorized Agents. We agree to inform TD Ameritrade, immediately in writing, of any amendment to the LLC Operating Agreement, any change in composition of the Authorized Agents or members, or any other event, which would materially alter the certifications made above.

**f. Rights, Terms, and Obligations of Securities in Account.** Except as required by Applicable Rules, you are not obligated to notify me of any events involving my securities positions, nor do you have the responsibility to take any actions on my behalf with respect to such events without specific instructions from me. I am responsible for knowing the rights, terms, and obligations of securities in my Account and for monitoring the occurrence of any events involving my securities positions or securities for which I intend to place an order.

**g. Fiduciary Representations (For Employee Benefit Plan, Retirement Trust, or Individual Retirement Accounts Only).** If you have executed an Application and Agreement on behalf of an employee benefit plan or an IRA (referred to below for convenience as the “Plan”), you represent, warrant, and agree as follows:

1. TD Ameritrade does not and shall not have discretionary authority or responsibility with respect to any assets subject to the Agreement or render “investment advice” (within the meaning of DOL regulations at 29 C.F.R. §2510.3-21(c)) with respect to such assets.
2. You are a fiduciary of the Plan who is authorized to enter into contracts and invest Plan assets or acting at the direction of a Plan fiduciary who is so authorized. You (a) have determined that this Application and Agreement is consistent with your responsibilities to the Plan under ERISA or other applicable law; and (b) you or your Advisor are qualified to make the investment decisions contemplated by this Application and Agreement.
3. The execution and delivery of this Application and Agreement, and the transactions contemplated by it: (a) have been duly authorized by all appropriate and necessary parties pursuant to the provisions of the instrument or instruments governing the Plan and any related trust; and (b) will not violate, and is not otherwise inconsistent with, the terms of such instrument or instruments or any laws and regulations applicable to the Plan.
4. For Plans other than IRAs, to the extent that the Plan provides for individual participant accounts and participant direction of such accounts, the Trustee or the Advisor is authorized and responsible under the terms of the Plan for determining the permissibility of participant directions and forwarding them for execution. TD Ameritrade will not accept investment directions from any person other than the Trustee, Advisor, or a Manager.
5. In directing purchases and sales of securities and all other transactions (collectively referred to as “Transactions”) under this Application and Agreement, you or your Advisor will determine that the Transaction is prudent and in the interests of the Plan, considering, among other things, the role that the Transaction will play in the Plan’s portfolio, taking into consideration whether the Transaction is designed reasonably to further the Plan’s purposes; the risk and return factors associated with the Transaction; the composition of the Plan’s total investment portfolio with regard to diversification; the liquidity and current return of the Plan’s portfolio relative to its anticipated cash flow needs; and the projected return of the Plan’s portfolio relative to its objectives.
6. The Advisor and any Manager authorized to direct TD Ameritrade with respect to any Transaction will be fully authorized under the terms of the Plan and applicable law to direct TD Ameritrade with respect to such Transactions.

7

## PRIVACY AND CONFIDENTIALITY

- a. Privacy.** You will take reasonable measures to protect the privacy and confidentiality of information in your possession about my Account and me. Your Privacy Statement explains how you collect and protect my information. The Privacy Statement is incorporated into this Agreement by reference.
- b. Account Number, PIN, or Password.** I will receive a password and/or access number (collectively “PINs”) that provide electronic access to my Account. Account numbers, UserIDs, and PINs are confidential, and I am responsible for the confidentiality, protection, and use of them. Subject to the TD Ameritrade Asset Protection Guarantee, I agree to be responsible for all activities in my Account. You may rely that I have authorized any orders or instructions that are received under my Account number and PIN or by initiating an electronic transfer of funds, with or without a letter of instruction.
- c. TD Ameritrade Asset Protection Guarantee.** If I lose cash or securities from my Account due to unauthorized activity, you will reimburse me for the cash or securities I lose. You promise me this protection if unauthorized activity causes losses and you determine it was through no fault of my own. You promise this protection if I do four things: (1) keep my personal identifying information and Account information secure and confidential—because sharing my UserID, password, PIN, Account number, or other standard means of authentication with other people means I authorize them to take action in my Account; (2) keep my contact information up-to-date with you, so that you can contact me in case of suspected fraud; (3) review my Account frequently and my statements promptly and report any suspicious or unauthorized activity to you immediately in accordance with this Agreement; and (4) take the actions you request and cooperate with any investigation. I agree that unauthorized activity does not include any actions or transactions undertaken by or at the request of me, my investment advisors or family members, or anyone else whom I have allowed access to my Account or to my Account information for any purpose, such as trading securities, writing checks, or making withdrawals or transfers.
- d. Phone Conversations and Electronic Communications.** You may record and monitor any telephone, video, or electronic communications with me.
- e. Credit Reports.** I authorize you to request my credit reports to verify my creditworthiness and to provide information to credit agencies. Upon request, you will inform me whether a report was requested and provide me with the name and address of the credit reporting agency that furnished the report. Negative credit information may be submitted to a credit reporting agency if I fail to fulfill the terms of my credit obligations.
- f. Disclosure of Account Information to Third Parties.** Consistent with your Privacy Statement, you and your agents are specifically authorized to disclose information about my Accounts and me to third parties.
- g. Trusted Contact Authorization.** If I elect to provide Trusted Contact information to you, you are authorized to communicate, verbally and in writing, with the Trusted Contact Person(s) named on the applicable Trusted Contact Authorization Form, or by other such means as I may provide Trusted Contact information to you. I understand that any communication with the Trusted Contact Person(s) may include information about any of the Account Owners, the account for which the Trusted Contact information was provided, any other accounts at TD Ameritrade in which any of the Account Owners has an interest, or any other information the Account Owners may have provided to TD Ameritrade.
- I understand that you may contact the Trusted Contact Person(s) for the following reasons: (1) if there are questions or concerns about my whereabouts or health status; (2) if you suspect that I may be a victim of fraud or financial exploitation; (3) if you suspect that I might no longer be able to handle my financial affairs; (4) to confirm the identity of any legal guardian, executor, trustee, authorized trader, or holder of a power of attorney; or (5) if you have any other concerns or are unable to contact me about my Account(s) held with you. If my Account is an Entity or other Non-natural person Account, you may also contact any Authorized Agent named on the Account for the foregoing reasons.
- I further agree that: (1) the Trusted Contact Authorization does not impose any obligation that you communicate with my Trusted Contact Person(s); (2) the Trusted Contact Authorization does not authorize the Trusted Contact Person(s) to make any investment decisions or transact any business with you on my behalf; (3) the Trusted Contact Authorization is optional and I may change or withdraw it at any time by notifying you in writing; (4) all named Trusted Contact Person(s) are 18 years of age or older; (5) you are released and discharged from all claims, causes of action, damages, losses, expenses, costs, and liabilities of any kind that may arise out of, relate to, or are in connection with the release of, or failure to release, personal and/or account information to the Trusted Contact Person(s).

**CLIENT COMMUNICATIONS**

**a. Addresses.** You may send communications to the mailing address, email, telephone number, or facsimile number that I provide. You also may deliver information verbally. Communications shall be deemed delivered to me whether or not I actually receive them.

**b. Electronic Signatures.** My use of electronic signatures to sign your documents legally binds me in the same manner as if I had manually signed. The use of an electronic version of these documents fully satisfies any requirement that may be provided to me in writing. If I sign electronically, I represent that I have the ability to access and retain a record of the documents. I am responsible for understanding these documents and agree to conduct business with you by electronic means. I am obliged to review periodically the websites for changes or modifications.

**c. Consent.** By consenting to the electronic delivery of all information relating to my Account, I authorize you to deliver all communications to me by the following means: (1) by email at the email address specified by me; (2) by posting the communication on the websites or other sites on the Internet where the communication can be read and printed; (3) by sending me an email that includes a hyperlink to the websites or an address on the Internet where the information is posted, and can be read and printed; and (4) by sending me a notice that directs me to an address on the Internet or a place within the websites where the communication is posted and from which it can be read and printed. Such delivery will be effective delivery to me for the purpose of any Applicable Rules whether or not I access or review the communication. Although I consent to electronic delivery, you may elect to deliver communications by other means which shall not affect my consent. I will notify you of any change in my address. I may revoke my consent to electronic delivery of communications and receive documents in paper. You have a reasonable period to effect such a change and may charge a reasonable fee for sending paper copies.

**d. Equipment.** If I agree to electronic delivery, I must have a computer with Internet access, an email address, and the ability to download and save or print communications to retain for my records. I am responsible for obtaining and maintaining all equipment and services required for online access of my Account.

**ELECTRONIC SERVICES**

**a. Availability.** You do not guarantee that any media will be available to me at a particular time. Access to the websites may be limited or unavailable during periods of peak demand, market volatility, system upgrades, or other reasons.

You reserve the right to suspend and deny access to the Services, without prior notice or for any reason. I recognize that Account activity may be conducted through several different media (for example, Internet and phone); and if a certain medium is not available, I will use another medium to conduct Account activity. You will not be liable for the unavailability, delay, or failure of any of the media at any particular time or for the accessibility of, transmission quality, outages to or malfunction of any telephone circuits, computer system, or software.

**b. Use of Services.** I will use the Services for lawful purposes, for my personal and noncommercial use, and as permitted by this Agreement. I will not transmit through the websites any material that violates or infringes in any way upon the rights of others or would encourage conduct that may give rise to civil or criminal liability. I will not modify, copy, publish, transmit, license, participate in the transfer or sale of, reproduce, create derivative works from, distribute, redistribute, display, or in any way exploit the Services. I will not upload, post, decompile, reverse engineer, disassemble, modify, copy, distribute, transmit, reproduce, republish, license, display, sell or transfer, or create derivative products from the Services. Software accessed on the website is subject to U.S. export controls and may not be downloaded by any person prohibited from doing so by Applicable Rules.

I may download software on a single computer for personal, noncommercial use, provided I keep intact all copyright and other proprietary notices. You and Third-Party Providers reserve the right to revise, modify, change, upgrade, suspend, impose limitations or restrictions on, deny access to, remove, or discontinue the Services at any time without prior notice. Third-Party Providers may enforce this Agreement against me and take action against me for my breach of this Agreement.

**c. Limitation of Liability.** The Services are provided "as is" and "as available." You, your affiliates, the Third-Party Providers and their respective licensors, employees, distributors, or agents make no representations with respect to the system and expressly disclaim all warranties. Subject to Applicable Rules, in no event will you, your affiliates, the Third-Party Providers or their respective licensors, employees, distributors, or agents be liable to me or any Third-Party for any direct, indirect, incidental, special, punitive, or consequential losses or damages of any kind with respect to the Services.

I am solely responsible for my investment research, and neither you nor any Third-Party Provider make any representations, warranties, or other guarantees as to the accuracy or timeliness of any market data; nor do you or any Third-Party Provider make any representations, warranties, or other guarantees as to the present or future value or suitability of any sale, trade, or other transaction involving any particular security or any other investment.

**d. Intellectual Property.** My use of the Services will not confer any title, ownership interest, or intellectual property rights to me. The Services are protected under U.S. patent, copyright laws, international treaties, or conventions and other laws, and will remain the exclusive property of you or Third-Party Providers. Company names, logos and all related product and service names, design marks, and slogans of you, your affiliates, or any Third-Party Provider are the property of the respective company. I am not authorized to use any such name or mark in any advertising, publicity, or any other commercial manner.

**e. Cookies.** You use cookies on websites, and my browser will need to accept all cookies for it to perform fully. Certain features of the websites may also require the acceptance of cookies.

**f. Hyperlinks.** The websites may include hyperlinks to websites owned or operated by affiliated or unaffiliated third parties. Neither you nor Third-Party Providers are responsible for the content or availability of such other websites, and shall not be responsible or liable for any loss in connection with reliance on such sites.

**BROKERAGE SERVICES**

**a. Order Routing and Executions.** Unless I specify the market for execution, you decide where to route my orders for execution. You consider a wide variety of factors in determining where to direct my orders, such as execution price, opportunities for price improvement (which is when an order is executed at a price that is more favorable than the displayed national best bid or offer), market depth, order size and trading characteristics of the security, efficient and reliable order handling systems and market center service levels, speed, efficiency, accuracy of executions, and the cost of executing orders at a market. If I instruct you to route my order to a particular market for execution ("Direct Routing"), and you accept my order and instruction, you are not required to make a best execution determination beyond executing the order promptly and in accordance with the terms of my order. Instructions to direct my order to certain market centers could incur additional fees.

**b. Deposit and Order Refusal; Account Restrictions.** You reserve the right not to accept the deposit of funds or particular securities into my Account and may refuse any of my orders. You also reserve the right to place trading, disbursement, and other restrictions on my Account. You may restrict my Account from withdrawals or trading if there is a reasonable suspicion of fraud, diminished capacity, inappropriate activity, or if you receive reasonable notice that the ownership of some or all of the assets in my Account is in dispute. I will not hold you liable for any loss I may incur due to your refusal to permit any deposit, withdrawal or transaction.

**c. Trade Execution and Price.** You route orders to markets for prompt execution in view of prevailing market conditions, but there can be delays in the processing of orders. I understand and agree with the following:

- The quoted price may not reflect the trading activity from all markets.
- High volumes of trading at the market open or intraday may cause delays in executions and result in prices significantly away from the price quoted at the time the order was entered.
- Markets may handle orders manually and may reduce size guarantees during periods of volatility, resulting in possible delays in order execution, and losses.
- The execution price I receive may be impacted by numerous factors beyond your control and responsibility, including the type of security, liquidity, and the size of my order. For example, large or “block” orders or orders involving illiquid securities may take additional time to execute and may execute at prices significantly different from the quoted price.
- The execution of market and stop-market orders may be at a price significantly different from the quoted price of that security. Limit orders will be executed only at a specified price or better, but there is the possibility that the order will not be executed.
- Securities traded in over-the-counter bulletin board and pink sheet securities and other thinly traded securities present particular trading risks in that they are often more volatile and generally less liquid than securities traded on exchanges. You reserve the right to place restrictions on the trading of such securities without prior notice.
- I may suffer market losses during periods of volatility in the price and volume of a particular stock when systems issues result in an inability to place buy or sell orders.

**d. Payment for Order Flow.** You may receive remuneration from markets for directing orders to them. The source and amount of these payments are available upon written request. Markets may act as principals to buy, sell, or hold securities for their own accounts, and they may make money when executing your trade.

**e. Payment for Transactions.** All orders that I authorize will be processed with the understanding that I will pay for any purchase and deliver certificates to cover all sales on or before the settlement date. All sell orders that I place will be for securities that I own (“long”) and in deliverable form at the time I place the order, unless I inform you otherwise.

You reserve the right to require full payment, or an acceptable equity deposit, prior to the acceptance of any order. I will have the required cash, available funds, or equity in my Account prior to the execution and/or settlement of a purchase or short sale transaction, and the required securities in my Account prior to the execution and/or settlement of a long sale. If I do not have sufficient funds or securities in my Account, you have the right to liquidate or buy in securities at my expense, and I will be responsible for any cost or loss.

**f. Payment of Indebtedness Upon Demand.** I will be liable for the payment upon your demand of any obligations owing in my Account, including the reasonable costs incurred in collecting such amounts.

**g. Security for Indebtedness.** I consent to you having a continuing security interest in, right of set-off to and lien on all securities, cash, and other property in my Account (“Collateral”). Subject to Applicable Rules, and without prior notice to me, you may sell or transfer the Collateral to satisfy my obligations. You also have the discretion to determine which securities and other properties are to be sold and which contracts are to be closed. You have all the rights of a secured party under the Uniform Commercial Code.

**h. Short Sales.** I will designate any sell order as a “short” sale if at the time I place the order I do not own the security I intend to sell or am unable to deliver the security before settlement. All short sales will be executed in a Margin Account.

**i. Mutual Funds and ETFs.** I authorize you to custody mutual fund holdings that I purchase directly through you. When purchasing a mutual fund, I acknowledge that I have received and read the fund prospectus. Mutual fund purchases may be subject to investment minimums, eligibility, and other restrictions, as well as charges and expenses. Certain money market funds may impose liquidity fees and redemption gates in certain circumstances.

Some mutual funds sold through you impose a charge on the purchase of shares, called a “sales load.” I may be able to purchase mutual fund shares through you without paying a front-end sales load, but I may be charged a fee, called a “contingent deferred sales charge,” when I sell or redeem my shares. You may receive part or the entire sales load.

As discussed in the prospectus, some mutual funds agree to waive or reduce front-end sales loads for purchases over certain amounts. I am responsible for determining and obtaining any waivers or breakpoints, or providing you with sufficient information to assist me in obtaining such.

You may receive remuneration from fund companies, including, those participating in your no-load, no-transaction-fee program, for record-keeping, shareholder services, and other administrative and distribution services. The amount of your remuneration for these services is based in part on the amounts held by your clients. Some mutual funds impose a distribution or service fee known as a “12b-1 fee.” You may receive the 12b-1 fees in connection with my investment in such fund's shares. If I invest online in no-transaction-fee mutual funds (“NTF funds”) directly through you, I will not pay a transaction fee. I also may be able to purchase mutual funds directly from the fund's distributor or underwriter without incurring a transaction fee. You receive remuneration from fund companies participating in the NTF fund program. NTF funds have other fees and expenses that apply to continued investment in the fund that are described in the prospectus.

TD Ameritrade receives remuneration from certain ETFs (exchange-traded funds) that participate in the commission-free ETF program for shareholder, administrative, and/or other services.

**j. Sweep Program.** My available cash may be swept into a cash sweep vehicle pending investment of the cash. The alternatives available under the Sweep Program are referred to as “Sweep Choices,” and the one I select is referred to as the “Designated Sweep Vehicle.” You will notify me of the Sweep Choices and the Designated Sweep Vehicle.

Cash will be automatically invested or deposited in the Designated Sweep Vehicle, according to a sweep schedule determined by you. Proceeds from the sale of securities will be swept into the Designated Sweep Vehicle following settlement if the securities sold have been received in good deliverable form by the settlement date. The proceeds of any checks that I deposit to my Account will be swept to the Designated Sweep Vehicle on the Business Day after receipt by you and will begin earning dividends or interest on that day. Access to such funds may be withheld for up to four Business Days to assure that such checks have not been returned unpaid. I may instruct you to change my Designated Sweep Vehicle at any time to another of the Sweep Choices, and acknowledge that such instruction shall constitute my authorization to liquidate balances in my Designated Sweep Vehicle and transfer such balances to the new Designated Sweep Vehicle. I authorize you to automatically withdraw cash or redeem securities maintained in a Designated Sweep Vehicle to satisfy my obligations. I authorize you to act as my agent to purchase and redeem balances in the Designated Sweep Vehicles, and authorize you to select and use agents as you deem appropriate.

The Sweep Choices may include money market funds or an FDIC Insured Deposit Account ("IDA") for which you or your affiliates receive, to the extent permitted by Applicable Rules, transaction and other fees for providing services. These fees will vary depending on the money market fund (or share class) or IDA used. No portion of these fees will reduce or offset the fees otherwise due to you unless required by Applicable Rules.

There may be certain minimum requirements for initial and subsequent investments in the Designated Sweep Vehicles. You may change the eligibility criteria or replace the Sweep Choices available to me. You will give me advance notice of any such change in Sweep Choices. Unless I notify you of an objection to such change, I authorize you to withdraw cash or redeem securities held in the prior Designated Sweep Vehicle and to invest or deposit the proceeds in the replacement Designated Sweep Vehicle.

If my Designated Sweep Vehicle is a money market fund or IDA, and my Account is flagged as a "Pattern Day Trader," on the next Business Day you may change my Designated Sweep Vehicle to TD Ameritrade Cash (described below).

- 1. TD Ameritrade FDIC Insured Deposit Account.** If the IDA is my Designated Sweep Vehicle, the available cash in my Account will be automatically deposited into an IDA at one or more banks ("Program Banks"). Two of the Program Banks are TD Bank, N.A. ("TD Bank") and TD Bank USA, N.A. ("TD Bank USA"), both affiliates of you. You will maintain a list of the current Program Banks on your website. The IDAs at the Program Banks are savings or checking accounts held in the name of Clearing as agent for its customers. You have arranged the IDAs and account records in such a way that "pass through" FDIC insurance is available to me as if I had opened the IDAs directly in my own name. As a result, my funds at each Program Bank will be eligible for FDIC insurance in an amount equal to \$250,000 for principal and accrued interest per depositor in each recognized legal capacity (for example, Individual, Joint, IRA). The bank sweep program has been structured to provide me with access to at least two Program Banks resulting in up to \$500,000 in FDIC insurance per depositor in each recognized legal capacity (for example, up to \$500,000 for individual accounts and \$1,000,000 for joint accounts). Subject to deposit limits pursuant to agreements with the Program Banks, to the extent that my cash is being deposited into more than two Program Banks, it is possible for me to obtain total FDIC insurance in excess of \$500,000 per depositor in each recognized legal capacity. In addition, you will determine the order of the Program Banks in the IDA for the purposes of accepting deposits based on several factors including, but not limited to, minimum and maximum deposit balances agreed to with a particular Program Bank and the contractual arrangement between you and a particular Program Bank. Such FDIC insurance will cover my money in each IDA, together with any other deposits held at each Program Bank in the same legal capacity (for example, Individual, Joint, IRA). Questions about FDIC insurance coverage may be directed to you. Information also may be obtained by contacting the FDIC, by letter (550 17th St, NW, Washington, D.C. 20429), by phone (877-275-3342, 800-925-4618 [TDD], or 202-942-3100), by email (dcainternet@fdic.gov), or by accessing the FDIC website at [fdic.gov](http://fdic.gov). Learn more about FDIC coverage by using the FDIC's Electronic Deposit Insurance Estimator at [5.fdic.gov/edie/](http://5.fdic.gov/edie/).

**My available cash will be deposited into an IDA at one or more Program Banks. You will deposit up to \$247,500 in the Program Banks, per depositor per legal capacity, except for "the Excess Bank" which will receive deposits without limit, even if the amount in the IDA exceeds the FDIC insurance available to me. The list of Program Banks including "the Excess Bank" is included on your website at [tdameritrade.com/idaprogrambanks](http://tdameritrade.com/idaprogrambanks). Any deposits (including certificates of deposit) that I maintain in the same insurable capacity directly with a Program Bank, or through an intermediary (such as you or another broker), will be aggregated with deposits in my IDA at such Program Bank for purposes of determining my maximum FDIC insurance amount. I am responsible for monitoring the total amount of deposits that I maintain at the Program Banks in order to determine the extent of FDIC coverage available to me.** I acknowledge that the IDAs constitute an obligation of the Program Banks and are not an obligation of you. You can obtain publicly available financial information concerning each Program Bank at [ffiec.gov/nic](http://ffiec.gov/nic) or by contacting the FDIC Public Information center by mail at L. William Seidman Center, Virginia Square, 3501 North Fairfax Drive, Arlington, VA 22226 or by phone at 703-562-2200. You do not guarantee in any way the financial condition of the Program Banks or the accuracy of any publicly available financial information concerning the Program Banks. You will not be responsible for any insured or uninsured portion of the IDAs. Cash in my Account will be automatically swept on a daily basis to the IDAs at the Program Banks. As required by federal regulations, the Program Banks have the right to require seven days prior notice before permitting a withdrawal out of the IDAs. Currently, the Program Banks do not intend to exercise this right. In addition, savings accounts you hold as agent for me at a Program Bank have transfer limits that prevent using such accounts as a transaction account. The following applies to the IDAs:

- When available cash is available for deposit, you will deposit available cash from my Account into an IDA at one or more Program Banks. Your bank sweep vehicles will periodically rebalance so the total amount of my funds in the IDA at Program Banks remains below applicable FDIC insurance limits (except for the Excess Bank, which has no limit).
- All withdrawals necessary to satisfy debits in my Account will be made by Clearing, as my agent. A debit will be created when I purchase securities or request a withdrawal of funds from my Account.
- My Account statement will display the name of each Program Bank with which I have deposits, the balance of deposits at each Program Bank, any withdrawals made during the month, and the applicable interest rate and amount of interest earned on my deposits.
- The deposit limit at the Program Banks is set slightly below FDIC-insurance thresholds to allow for accrued interest on deposits. The deposit limit at the Program Banks is set at \$247,500 (\$495,000 for Joint Accounts), which may be reset from time to time based on FDIC-insurance limits and interest rate environment. If interest paid on my funds in the IDA at one of the Program Banks results in my total funds in the IDA exceeding the deposit limit at another Program Bank, the IDAs will be rebalanced the next day and the amounts in excess of the deposit limit will be transferred to another Program Bank.
- I may not change the Program Banks, the order in which funds are deposited into the Program Banks, or the maximum deposit amount at any Program Bank. I may withdraw from the bank sweep program at any time and use another Sweep Choice.
- I will earn interest on my deposits in the IDAs in accordance with the rates or tiered rates available to me as determined by you. I understand that rates may vary based on the particular offering or the level of my assets held with you. Interest rates earned in the IDAs will vary over time, but will be paid consistent with the rate or tiered rate you make available to me regardless of which Program Bank holds my cash. The interest rates paid with respect to the IDAs may be higher or lower than the interest rates available to depositors making deposits directly with the Program Banks or other depository institutions in comparable accounts. The current interest rate will be available on the website, or I may contact you to obtain the current rate. Interest will accrue on balances from the day they are deposited into the IDAs through the Business Day preceding the date of withdrawal from the IDA. Interest will be accrued daily and credited on the last Business Day of each month. You use the daily balance method to calculate interest on my Account.
- Clearing will act as my agent in depositing funds into the IDAs and withdrawing funds from the IDAs. No evidence of the IDAs, such as a passbook or certificate, will be issued to me. Ownership of the IDAs at the Program Banks will be evidenced by a book entry on the records of the Program Banks, and by records maintained by Clearing. I will contact you if I believe there has been any unauthorized activity between my Account and the IDAs, or if I have any complaints regarding the IDAs at the Program Banks.

- You may terminate my use of the IDA sweep feature. If you terminate my use of the IDA sweep feature, or do not wish to continue to act as my agent with respect to the IDA, I may deal directly with the Program Banks, subject to their rules, with respect to establishing and maintaining deposit accounts. In the event you terminate my use of the IDA sweep feature, you will inform me of the replacement Sweep Choice. Similarly, if I decide to terminate my use of the IDA sweep feature, or that I no longer wish to have you or Clearing act as my agent with respect to the IDAs, I may establish a direct depository relationship with the Program Banks, subject to the Program Banks' rules. Establishing a direct depository relationship with the Program Banks will result in the separation of my deposit balances at the Program Banks from my Account.
  - The Program Banks use IDA balances to fund current and new investment and lending activity. The Program Banks seek to make a profit by achieving a positive spread between their cost of funds (for example, deposits) and the return on their assets, net of expenses. You receive a fee from the Program Banks that ranges from 1.3-1.7%. You have the right to waive all or part of this fee. The rate of the fee that you receive may exceed the interest rate or effective yield that I receive in my balances in the IDAs, and the payment of the fee reduces the yield that I receive. Other than the applicable fees charged on brokerage accounts, there will be no charges, fees, or commissions imposed on my Account for this Sweep Choice. The current IDA interest rate will be disclosed on your website and may be changed without prior notice.
  - My deposit into IDAs at the Program Banks may need to be limited if one or more Program Banks stop accepting deposits. You will provide advance notification via the website, or other reasonable means, if any Program Bank is removed from the bank sweep program, and if advance notice is not practicable, you will notify me as soon as is reasonably practicable. If a Program Bank ceases to make its IDA available through the IDA sweep feature, I will be given an opportunity to establish a direct relationship with that Program Bank outside of the IDA sweep feature, or to transfer funds to another Program Bank participating in the IDA sweep feature, if available.
  - In the event that FDIC insurance payments become necessary, the FDIC is required to pay principal plus unpaid and accrued interest to the date of the closing of the relevant Program Bank, as prescribed by applicable law and regulations. Because there is no specific time period during which the FDIC must make available such insurable payments, I should be prepared for the possibility of an indeterminate delay in obtaining insurable payments. In addition, I may be required to provide certain documentation to the FDIC and you, such as affidavits and indemnities, before any insurance payouts are released to me. For example, if the IDA balances are held by me as trustee for the benefit of trust participants, I may be required to furnish an affidavit to that effect.
  - You may change the bank sweep program terms and conditions by providing me 30 days' advance notice.
- 2. TD Ameritrade Cash.** If I selected TD Ameritrade Cash as my Designated Sweep Vehicle, you will pay interest on available cash in my Account, the rate of which may be changed without prior notice. Interest will be accrued daily, and credited on the last business day of each month. You may vary interest rates among clients in connection with special offers or combinations of services or in other circumstances. TD Ameritrade Cash represents balances pending investment and is not maintained solely for receiving credit interest. TD Ameritrade segregates customer cash consistent with the Securities and Exchange Commission rules and regulations.
- 3. Money Market Funds.** Investments in money market funds are subject to eligibility and other restrictions, as well as charges and expenses, all as further described in the prospectus. Money market funds are securities that may increase or decrease in value. They are not insured or guaranteed by the FDIC, any other government agency, or you, and there can be no assurance that such funds will be able to maintain a stable net asset value of \$1 per share. I understand that I will receive periodic statements for sweep transactions involving money market funds in lieu of immediate confirmations.
- k. Callable Securities.** I consent to your lottery system for allocation of partial redemption or calls. A description of your procedures for callable securities is available on your website, or hard copies are available upon request.

**a. Margin Account.** When I purchase securities on margin, I am borrowing money from you and pledging all securities and other property in my Account as Collateral for these loans. I agree to evaluate my own financial situation, resources, investment objectives, and other relevant circumstances to determine whether margin transactions are appropriate for me. You will not make this determination. Even if I determine that margin is appropriate for me, you determine whether to make such loans to me. I also understand that trading securities on margin involves a variety of risks, including the following:

- 1. I can lose more funds than I deposit in the margin Account.** A decline in the value of securities that I purchase on margin may require me to provide additional funds to you to avoid the forced sale of those securities or other securities or assets in my Account. I could lose more than the amount I deposit in my Account.
- 2. You can force the sale of securities or other assets in my Account.** If the equity in my Account falls below the maintenance margin requirement, or any higher "house" requirements, you can sell the securities or other assets in any of my Accounts to cover the margin deficiency. I also will be responsible for any shortfall in the Account after such a sale.
- 3. You can sell my securities or other assets without contacting me.** Some investors mistakenly believe that a firm must contact them for a margin call to be valid, and that the firm cannot liquidate securities or other assets in their Accounts to meet the call unless the firm has contacted them first. This is not the case. Although you may attempt to notify me of margin calls, you are not required to do so, and even if you have contacted me and provided a specific date by which I can meet a margin call, you can still take necessary steps to protect your financial interests, including immediately selling securities without notice to me.
- 4. I am not entitled to choose which securities or other assets in my Account are liquidated or sold to meet a margin call.** Because the securities are Collateral for my margin loan, you have the right to decide which securities to sell in order to protect your interests.
- 5. You can increase your "house" maintenance margin requirements at any time, and you are not required to provide me advance written notice of the change.** These changes to your policy often take effect immediately and may result in the issuance of a maintenance margin call. My failure to satisfy the call may cause you to liquidate or sell securities in my Account.
- 6. I am not entitled to an extension of time on a margin call.** While an extension of time to meet margin requirements may be available to clients under certain conditions, I do not have a right to any extension. You will determine whether to provide an extension.

**b. Initial Margin and Margin Maintenance Requirements.** There are rules and regulations covering margin loans, including the initial and margin maintenance requirements for margin Accounts. You may impose more stringent margin requirements, which may change without notice to me.

To trade on margin, my Account must maintain at least \$2,000 in minimum equity. I will meet the margin requirement in my margin Account before entering any order and will satisfy any additional requirements you may have. You may apply all premiums received from options writing against my margin requirements. I have the obligation to monitor the balances in my margin Account to ensure that I maintain sufficient amounts to meet margin requirements at all times.

You may decline to extend credit to me for any reason, subject to Applicable Rules. There may be times when you have extended credit on certain securities, but due to market or other conditions, you may require additional cash or securities.

**c. Margin Interest.** I will pay interest on any credit provided to me for the purpose of purchasing, carrying, or trading in any security.

**d. Margin Interest Rates.** You utilize a base rate ("Base Rate") to set margin interest rates. My margin interest rate will vary based on the Base Rate and the margin balance ("Balance") in my Margin Account during the interest period. The Base Rate may be changed without prior notice to me. You will post on the websites any changes to the Base Rate.

**e. Interest Calculation.** For each day there is a debit balance in my Account, the interest charged for that day is calculated by multiplying the applicable interest rate by my debit balance, with the result divided by 360. The sum of the daily interest charges is totaled at the end of each Account statement period and is posted to my Account on the last Business Day of the Account statement period. I will not earn interest on credit balances in my short Account.

**f. Short Sales.** Sales designated as "short" are done in my margin Account, and are subject to different margin maintenance requirements than securities purchased on margin. Short sales are subject to certain regulatory rules and cannot be executed under certain market conditions. You may not always have the securities available to facilitate my short sale. You may, without notice, "buy-in" securities to cover any short security position in my Account. I will reimburse you for any losses that you may incur. You may require me to deposit Collateral if the Collateral in my Account becomes insufficient. Short sale proceeds are part of the Collateral that secures your loan to me. I am also liable for all dividends paid, and all other distributions of cash or property, on securities that I have sold short.

**g. Pledge of Securities and Other Property.** You may pledge, repledge, hypothecate, or rehypothecate, without notice to me, all securities and other property that you hold, carry, or maintain in or for any of my margin or short Accounts. You may do so without retaining in your possession or under your control for delivery the same amount of similar securities or other property. The value of the securities and other property that you may pledge, repledge, hypothecate, or rehypothecate may be greater than the amount I owe you, and any losses, gains, or compensation that result from these activities will not accrue to my Account.

**h. Loan of Securities.** You are authorized to lend to yourself or others any securities you hold in my Account and to carry all securities lent as general loans. In connection with such loans, you may receive compensation and retain certain benefits that I will not be entitled to, such as interest on Collateral posted for such loans. In certain circumstances, such loans may limit my ability to exercise voting rights with respect to the securities lent. I may request that fully paid securities not be used in connection with short sales. I understand that in certain situations in which you have borrowed my securities, I may receive a "payment in lieu" of the dividend issued.

12

## OPTIONS TRADING

If I elect to engage in option transactions, I will be bound by the following additional terms:

**a. Suitability.** Options are not suitable for all investors. Options trading has inherent risks, and I am prepared financially to undertake such risks and to withstand the losses that may be incurred. I acknowledge I have received or have been given access to the "Characteristics and Risks of Standardized Options" by the Options Clearing Corporation (OCC).

**b. General Terms.**

- I am responsible for knowing the rights and terms of all options in my Account. I agree to be bound by the FINRA, OCC, and exchange rules applicable to the trading of option contracts.
- If my options trading occurs in a margin Account, it is subject to the terms and conditions applicable to margin trading.
- Settlement on options cleared through the OCC is the business day after the trade date. I shall not exceed the position and exercise limits imposed by the rules of the OCC.
- I am responsible for instructing you as to my intention to exercise option contracts before the expiration date. Absent proper and timely exercise instructions from me, you have no obligation to exercise any right, privilege, or obligation of any option for my Account. I agree that my failure to provide you with proper and timely instructions may result in the option expiring worthless, even though it may have a monetary value on the expiration date. I agree to read carefully the Margin Handbook for additional terms and important information regarding options exercise.
- You and Clearing are authorized to take steps to protect their position and any obligation they have assumed at my request without notifying me.
- If I write (short) a call options contract that requires the delivery of securities to be sold, I may be required to keep the securities in my Account until the expiration of the options period and may not be allowed to sell or withdraw the securities.
- If I write (short) a put options contract that requires payment for securities to be purchased, I may be required to keep sufficient funds in my Account to make the payment until the expiration of the options period, and may not be allowed to withdraw the funds or use them for any other purpose. If I am assigned on the options, Clearing may use the funds for the purchase of the securities without prior notice to me.
- All short equity and some index option positions are available for assignment. Exercise assignment notices for equity or index options are randomly allocated among all clients' short positions.

13

## MOVE MONEY AUTOMATED CLEARING HOUSE (ACH) AND WIRE TRANSFER TERMS AND CONDITIONS

If I utilize, or have authorized my Advisor to initiate, electronic fund transfers in my Account via ACH or bank wire, the following terms and conditions apply.

**Terms of Usage**

I understand that TD Ameritrade provides ACH and wire services for the primary purpose of the purchase or sale of securities.

As applicable, TD Ameritrade may modify the client's electronic bank instructions. From time to time, TD Ameritrade, as the originator, may receive a notification of change (NOC) from the client's bank. This may occur when previously provided bank instructions have become outdated due to changes with the respective bank structure/organization. The Originator is obligated under industry regulation (NACHA 5.3.2) to effect these updates initiated by the client's bank.

**Electronic Delivery of Information**

I understand that TD Ameritrade may electronically deliver to me or my Advisor information about electronic funding, including information about bank

setup(s), status of my deposits or withdrawals request(s), and any other information necessary to complete my requested transactions. I understand that "electronically deliver" means that TD Ameritrade may communicate such information to me or my Advisor by email or by posting the information on the TD Ameritrade website (where I can read and print the information). I understand that delivery of information related to my bank setup does not guarantee the acceptance of an ACH transaction by my financial institution.

#### **Right of Revocation**

I understand that usage of ACH services to facilitate my recurring transactions may be revoked and discontinued at any time. My Advisor can cancel a recurring transaction by logging on to the TD Ameritrade Veo® application and deleting the appropriate transaction. I can cancel a recurring transaction by calling a TD Ameritrade Client Services Representative at 800-431-3500 or by writing to TD Ameritrade at:

Mailing Address:  
TD Ameritrade Institutional  
PO BOX 650567  
Dallas, TX 75265-0567

I understand that TD Ameritrade must receive my request at least five business days prior to the date the payment is scheduled to be made. I will not be charged for such cancellation requests.

#### **Electronic Deposit and/or Withdrawal Rejects**

I understand that unless my ACH or wire transaction is immediately rejected, TD Ameritrade will post my ACH or wire transaction to my Account, subject to restrictions. This action is not a confirmation that my financial institution or TD Ameritrade has completed the transfer of funds. I understand that a transfer reject may occur, even subsequent to account funding. I will be responsible for any transactions effected in my Account based on those funds. If TD Ameritrade receives notice that my ACH transaction was not processed as requested, TD Ameritrade may, as a courtesy, attempt to contact my Advisor by email and/or by posting a notice on my account via the website and/or by phone.

#### **Guidelines and Restrictions**

I understand the following acceptable deposit guidelines:

A maximum electronic transfer of \$1,000,000 per day must come from a U.S. bank account in U.S. funds.

An ACH transaction may be drawn from a personal checking or savings account titled exactly the same as the TD Ameritrade account to be funded.

An ACH transaction from a joint bank account may be deposited into either bank account owner's TD Ameritrade account.

An ACH transaction from an individual bank account may be deposited into a joint TD Ameritrade account if that party is one of the TD Ameritrade account owners.

An ACH transaction from an individual or joint bank account may be deposited into an IRA belonging to either account owner. I understand that I am responsible for understanding any tax ramifications related to making a deposit into my IRA.

To complete an IRA contribution I must complete an electronic deposit form.

I acknowledge that any funds being withdrawn from a UTMA or UGMA account will be used exclusively for the benefit of the minor.

I understand the following restrictions:

TD Ameritrade currently imposes no transaction charges in connection with my use of ACH or wire transfers. TD Ameritrade does, however, charge a fee on direct deposit and electronic funds transfer items that are returned to TD Ameritrade due to insufficient or uncollected funds in my account at my financial institution. The fee will be the same as that charged for returned checks as provided in my TD Ameritrade account agreement. TD Ameritrade reserves the right to charge a fee for this service. Prior to implementing such a fee, TD Ameritrade will communicate any transaction fee(s) that may apply.

The IRS has specific regulations with regard to maximum allowable contributions within each tax year for qualified plans. TD Ameritrade does not give legal or tax advice, and it is my responsibility to contact a tax advisor to determine the maximum allowable contribution for my IRA and any additional restrictions that may apply.

Funds must post to my account before I can trade with them; they typically post 1-2 business days after TD Ameritrade receives my check or electronic deposit. TD Ameritrade restricts withdrawals and trading of certain securities until my deposit clears, which can take an additional 4-5 days for checks or 2-4 days for electronic deposits (wire transfers are available immediately). TD Ameritrade determines the securities I can't trade based on market risk; these include, but aren't limited to, stock options, some foreign securities, and most stocks priced under \$5 per share. All electronic deposits are subject to review and may be restricted for 60 days.

Not all financial institutions participate in ACH or wire funding. I will consult my bank to determine if they will approve an ACH or wire transaction prior to using this service. An ACH Return Fee may be charged if the bank or financial institution rejects an ACH transaction. Please note: A transfer reject may occur subsequent to the posting of funds to the account. I understand that it is my responsibility to verify the success of my ACH Transaction request with my financial institution.

TD Ameritrade cannot accept an electronic transaction from accounts drawn on brokerage accounts or some money market accounts. Some credit unions and savings accounts may not accept a request for an electronic transaction. Some financial institutions may not accept electronic transactions from savings accounts. The success of a transaction drawn on a credit union or savings account is subject to the acceptance of the credit union or financial institution.

The withdrawal amount cannot exceed the cash available for withdrawal in the account. I may withdraw funds prior to settlement in a margin account; however, funds withdrawn before the settlement date will incur additional fees and/or interest charges. Funds cannot be withdrawn prior to settlement in a cash account.

The withdrawal amount cannot reduce my margin account equity below required minimum equity levels.

If the account is in a margin call, a withdrawal cannot be made. Other situations may arise when an ACH transfer of funds is deemed unacceptable.

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

- All parties to this Agreement are giving up their right to sue each other in court, including the right to jury trial, except as provided by the rules of the arbitration forum in which a claim is filed.
- Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
- The ability of the parties to obtain documents, witness statements, and other discovery is generally more limited in arbitration than in court proceedings.

- 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.
- The panel of arbitrators may include a minority of arbitrators who were or are affiliated with the securities industry.
- 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.
- The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this Agreement.
- No person will bring a putative or certified class action to arbitration, nor seek to enforce any predispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; (ii) the class is decertified; or (iii) the client is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate will not constitute a waiver of any rights under this Agreement except to the extent stated herein.

I agree that any controversy between you and your affiliates, any of their respective officers, directors, employees, or agents, and me (including any of my officers, directors, employees, or agents) arising out of or relating to this Agreement, our relationship, any services provided by you, or the use of the Services, and whether arising before or after the date of this Agreement, shall be arbitrated and conducted under the provisions of the Code of Arbitration of the FINRA. If any party unsuccessfully resists confirmation or enforcement of an arbitration award rendered under this Agreement, then that party shall pay all costs, attorneys' fees, and expenses incurred by the other party or parties in confirming or enforcing the award. Arbitration must be initiated by service upon the other party of a written demand for arbitration or notice of intention to arbitrate. Judgment, upon any award rendered by the arbitrator, may be entered in any court having jurisdiction.

## 15 INITIAL PUBLIC AND FOLLOW-UP OFFERINGS

You may participate as underwriter or a member of the selling group of, and provide access to, Initial Public Offerings (IPOs) and follow-up offerings. If I participate in such, I will be bound by additional terms.

## 16 MISCELLANEOUS

- a. Severability.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provisions shall be fully severable. In such event: (i) this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision has never comprised a part of this Agreement or was modified to be legal, valid, and enforceable; and (ii) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provisions or by its severance from this Agreement, to the extent permitted by Applicable Rules.
- b. Entirety of Agreement.** This Agreement, any attachments hereto, the addenda, and other agreements referred to in this Agreement and the terms and conditions contained in the Account statements and confirmations contain the entire agreement between you and me; and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between me and you, provided, however, any and all other agreements, if any, between me and you and your affiliates, not inconsistent with this Agreement will remain in full force and effect, and if there are any conflicts between this Agreement and any attachments or other agreements, this Agreement shall prevail.
- c. Assignment and Escheatment.** I may not assign this Agreement or any rights or obligations under this Agreement without first obtaining your prior written consent. You may assign, sell, or transfer my Account and this Agreement, or any portion thereof, at any time, without my prior consent. The assets in my Account may be transferred to the appropriate state if no activity occurs in my Account within the time period specified by state law.
- d. Amendment.** You reserve the right to amend this Agreement without prior notice to me or as required by Applicable Rules. The current version of the Agreement will be posted on the websites, and my continued Account activity after such amendment constitutes my agreement to be bound by all amendments to the Agreement, regardless of whether I have actually reviewed them. You are not bound by any verbal statements that seek to amend the Agreement.
- e. Termination.** You may terminate this Agreement, or close, deactivate, or block access to my Account. If you decide to close my Account and I fail to transfer it to another broker, you may liquidate my Account and send me the proceeds. I will remain responsible for the payment of all obligations incurred in my Account or otherwise. I may terminate this Agreement after paying any obligations owed upon written notice. The Agreement survives termination of the Account.
- f. Force Majeure.** You will not be liable for loss caused directly or indirectly by conditions beyond your reasonable control, including but not limited to Force Majeure events. "Force Majeure" means events that are beyond the reasonable control of a party, including but not limited to the following: disasters, extraordinary weather conditions, earthquakes or other acts of God, war, insurrection, riot, labor strikes, terrorist acts, government restrictions, exchange or market rulings, suspension of trading, computer or communication line failure, or failure of market centers or transmission facilities.
- g. Indemnification.** I agree to indemnify and hold harmless you, your affiliates and Third-Party Providers and your and their respective officers, directors, employees, agents, and representatives from any and all liabilities, losses, costs, judgments, penalties, claims, actions, damages, expenses, or attorney's fees (collectively "Losses") resulting or arising directly or indirectly from use of the Services or transactions in my Account, except to the extent that such Losses are the direct result of your gross negligence or willful misconduct.
- h. Waiver.** Your failure to insist on compliance with this Agreement will not constitute a waiver of any of its rights.
- i. Admissibility of Documents in Proceedings.** All documents in any format are considered to be true, complete, valid, authentic, and enforceable record of the applicable document, admissible in judicial or administrative proceedings to the same extent as if the documents and records were originally generated and maintained in printed form. I will not contest the admissibility or enforceability of your copy of the documents in any proceeding arising out of this Agreement.
- j. Governing Law, Jurisdiction, and Venue.** This Agreement will be governed by the laws of the State of Nebraska, but not its conflicts of law provisions. I hereby consent to the jurisdiction of and venue within the State of Nebraska for all disputes arising out of or relating to this Agreement.
- k. NJ State Law.** New Jersey law prohibits contractual provisions that violate the legal rights of a NJ consumer or responsibility of a seller. No provision in this Agreement shall apply to any NJ consumer if it violates any such right or responsibility, including grounds for redress based on: (i) your tortious actions; (ii) the NJ Punitive Damages Act; (iii) the NJ Uniform Commercial Code; or (iv) your failure to protect reasonably against criminal acts of third parties.
- l. Worthless Securities.** Clearing may remove a worthless security from my account including, without limitation, under the following circumstances: Clearing's primary custodian, the Depository Trust Company, has deemed the security eligible for removal and Clearing has reviewed and determined, to the best of its ability, that the security has no market value. My Advisor may opt out of worthless removal of a particular security and will be asked to periodically update their opt-out instruction or consent to removal.

Mailing Address:  
**TD Ameritrade Institutional**  
PO BOX 650567  
Dallas, TX 75265-0567

TDAI 182 REV. 12/18

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

TD Ameritrade Institutional, Division of TD Ameritrade, Inc. and TD Ameritrade Clearing, Inc., members FINRA/SIPC. TD Ameritrade, Inc., TD Bank, N.A., and TD Bank, USA are affiliated through their parent companies. TD Ameritrade is a trademark jointly owned by TD Ameritrade IP Company, Inc. and The Toronto-Dominion Bank. © 2018 TD Ameritrade.