

In case of any discrepancy between the English and Chinese version of this addendum, the English version shall prevail.

若此份附錄的英文與中文版本內容有任何差異，以英文版本為準。

CROSS TRADE CONSENT

TD Ameritrade Futures & Forex LLC, its officers, directors, employees, or affiliates, or other customers of TD Ameritrade Futures & Forex LLC or of the servicing floor broker may be from time to time on the opposite side of orders for physicals or for purchase or sale of futures contracts and option contracts placed for your Account in conformity with regulations of the Commodity Futures Trading Commission and the by-laws, rules, and regulations of the applicable market (and its clearing organization, if any) on which such order is executed.

交叉交易同意書

TD Ameritrade Futures & Forex LLC、其執行官、董事、雇員或附屬公司，或 TD Ameritrade Futures & Forex LLC 或服務場地經紀商的其他客戶，可能就現貨或期貨合約和期權合約的買賣，不時成為在您賬戶中設置訂單的對手方，這些訂單的執行符合商品期貨交易委員會的規定和適用市場（及其清算機構，如有）的附例、規則及規定。



NOTICE REGARDING AVERAGE PRICE SYSTEM (“APS”)

You should be aware that certain U.S. and non-U.S. exchanges, including the CME and CBOT, may now or in the future allow a futures commission merchant (“FCM”) such as TD Ameritrade Futures & Forex LLC to confirm trades executed on such exchanges to some or all of their customers on an average price basis regardless of whether the exchanges have average price systems of their own. Average prices that are not calculated by an exchange system will be calculated by your FCM. In either case, trades that are confirmed to you at average prices will be designated as such on your daily and monthly statements.

APS enables a clearing firm to confirm to customers an average price when multiple execution prices are received on an order or series of orders for the same accounts. For example, if an order transmitted by an account manager on behalf of several customers is executed at more than one price, those prices may be averaged and the average may be confirmed to each customer. Customers may choose whether to use APS, and may request that APS be used for discretionary or non-discretionary accounts.

An order subject to APS must be for the same commodity. An APS order may be used for futures, options, or combination transactions. An APS order for futures must be for the same commodity and month, and for options, it must be for the same commodity, month, put/call, and strike.

An APS indicator will appear on the confirmation and monthly statement for a customer whose positions have been confirmed at an average price. This indicator will notify the customer that the confirmed price represents an average price or rounded average price.

The average price is not the actual execution price. APS will calculate the same price for all customers that participate in the order.

APS may be used when a series of orders are entered for a group of accounts. For example, a bunched APS order (an order that represents more than one customer account) executed at 10:00 a.m. could be averaged with a bunched APS order executed at 12:00 p.m. provided that each of the bunched orders is for the same accounts. In addition, market orders and limit orders may be averaged, as may limit orders at different prices, provided that each order is for the same accounts.

The following scenario exemplifies what occurs if an APS order is only partially executed. At 10:00 a.m. an APS order to buy 100 Dec S & P 500 futures contracts is transmitted at a limit price of 376.00; 50 are executed at 376.00, and the balance is not filled. At 12:00 p.m. an APS order to buy 100 Dec S & P 500 futures contracts is transmitted at a limit price of 375.00; 50 are executed at 375.00, and the balance is not filled. Both orders are part of a series for the same group of accounts. In this example, the two prices will be averaged. If the order was placed for more than one account, the account controller must rely on pre-existing allocation procedures to determine the proportions in which each account will share in the partial fill.

關於平均價格系統 (“APS”) 的通知

您應該瞭解某些美國和非美國的交易所，包括 CME 和 CBOT，可能于現在或將來允許期貨傭金商 (“FCM”)，如 TD Ameritrade Futures & Forex LLC，無論交易所是否有其自己的平均價格系統，就部分或全部客戶，以平均價格基礎確認相關交易所執行的交易。未經交易所系統計算得出的平均價格由您的 FCM 負責計算。無論是哪種情況，您以平均價格確認的交易將以此指定并顯示在您的每日和每月的對賬單上。

APS使清算公司能够在收到相同賬戶的一個或一系列訂單的多個執行價時，向客戶確認平均價格。例如，如果代表數名客戶的某位客戶經理發送的一個訂單以多於一個的價格執行，這些價格會被平均計算後，向每位客戶進行確認。客戶可選擇是否使用 APS，也可要求將 APS 用于全權委託或非全權委託賬戶。

受限于 APS 的訂單，必須是同一商品。APS 訂單可用于期貨、期權或混合交易。就期貨的 APS 訂單，必須是同一商品和月份，A就期權而言，則必須是同一商品、月份、賣權/買權和執行價。

對於已確認以平均價持倉的客戶，APS 標記將出X現在其確認單和月對賬中。這項標記將通知客戶，確認的價格代表平均價格或四捨五入的平均價格。

平均價格并非實際執行的價格。APS 將為參與訂單的所有客戶計算相同的價格。

當為一組賬戶輸入一系列的訂單時，可能會使用 APS。例如，一個在上午 10 時執行的 APS 群組訂單 (代表多個客戶賬戶的訂單) 可能會與中午 12 時執行的另一個 APS 群組訂單一起計算平均值，前提是每個群組訂單來自相同的賬戶。此外，如果每個訂單都是來自相同賬戶，那麼其市價單和限價單，以及不同價格的限價單可能會以平均價計算。

以下情景例示了 APS 訂單僅部分執行時可能發生的情況。上午 10 時，買入 100 張 12 月到期的標準普爾 500 期貨合約的 APS 訂單以 376.00 的限價傳遞；有 50 張以 376.00 執行，其餘未成交。中午 12 時，一個買入 100 張 12 月到期的標準普爾 500 期貨合約的 APS 訂單以 375.00 的限價傳遞；有 50 張以 375.00 執行，其餘未成交。這兩筆訂單，屬同一組賬戶系列中的一部分。在這個例子中，這兩個價格將被平均計算。如果在多個賬戶中下單，則賬戶管控人必須依賴預先設定的分配程序確定每個賬戶部分成交的比例。

Upon receipt of an execution at multiple prices for an order with an APS indicator, an average will be computed by multiplying the execution prices by the quantities at those prices divided by the total quantities. An average price for a series of orders will be computed based on the average prices of each order in that series. The actual average price or the average price rounded to the next price increment may be confirmed to customers. If a clearing member confirms the rounded average price, the clearing member must round the average price up to the next price increment for a sell order. The rounding process will create a cash residual of the difference between the actual average price and the rounded average price that must be paid to the customer.

APS may produce prices that do not conform to whole cent increments. In such cases, any amounts less than one cent may be retained by the clearing member. For example, if the total residual to be paid to a customer on a rounded average price for 10 contracts is \$83.333333, the clearing member may pay 83.33 to the customer.

If you would like more information on APS orders, please contact TD Ameritrade Futures & Forex LLC Operations Department.

當收到有APS 標記以多個價格執行的訂單時，平均值將通過用執行價乘以這些價格的數量，再除以總數量來計算。一系列訂單的平均價格將根據該系列中每個訂單的平均價格計算。我們可能向客戶確認實際平均價格或四捨五入後的平均價格。當清算成員公司確認四捨五入的平均價格時，對於賣單，清算公司成員必須將平均價格進位至下一個價格。四捨五入的過程中，實際平均價格和四捨五入後的平均價格之間所產生現金結餘，必須支付給客戶。

APS可能產生低于一分錢的價格。在此情況下，清算公司成員可能會保留任何低于一分的金額。例如，如果10張合約支付給客戶四捨五入平均價格的結餘總額為83.333333美元，則清算成員會支付客戶83.33美元。

如果要瞭解更多有關APS 訂單的信息，請聯絡TD Ameritrade Futures & Forex LLC運營部。

ELECTRONIC TRADING AND ORDER ROUTING SYSTEMS DISCLOSURE STATEMENT*

Electronic trading and order routing systems differ from traditional open outcry pit trading and manual order routing methods. Transactions using an electronic system are subject to the rules and regulations of the exchange(s) offering the system and/or listing the contract. Before you engage in transactions using an electronic system, you should carefully review the rules and regulations of the exchange(s) offering the system and/or listing contracts you intend to trade.

DIFFERENCES AMONG ELECTRONIC TRADING SYSTEMS

Trading or routing orders through electronic systems vary widely among the different electronic systems. You should consult the rules and regulations of the exchange offering the electronic system and/or listing the contract traded or order routed to understand, among other things, in the case of trading systems, the system's order matching procedure, opening and closing procedures and prices, error trade policies, and trading limitations or requirements; and in the case of all systems, qualifications for access and grounds for termination and limitations on the types of orders that may be entered into the system. Each of these matters may present different risk factors with respect to trading on or using a particular system. Each system may also present risks related to system access, varying response times, and security. In the case of internet-based systems, there may be additional types of risks related to system access, varying response times and security, as well as risks related to service providers and the receipt and monitoring of electronic mail.

RISK ASSOCIATED WITH SYSTEM FAILURE

Trading through an electronic trading or order routing system exposes you to risks associated with system or component failure. In the event of system or component failure, it is possible that, for a certain time period, you may not be able to enter new orders, execute existing orders, or modify or cancel orders that were previously entered. System or component failure may also result in loss of orders or order priority.

SIMULTANEOUS OPEN OUTCRY PIT AND ELECTRONIC TRADING

Some contracts offered on an electronic trading system may be traded electronically and through open outcry during the same trading hours. You should review the rules and regulations of the exchange offering the system and/or listing the contract to determine how orders that do not designate a particular process will be executed.

LIMITATION OF LIABILITY

Exchanges offering an electronic trading or order routing system and/or listing the contract may have adopted rules to limit their liability, the liability of Futures Commission Merchants, and software and communication system vendors and the amount of damages you may collect for system failure and delays. These limitations of liability provisions vary among the exchanges. You should consult the rules and regulations of the relevant exchange(s) in order to understand these liability limitations.

* Each exchange's relevant rules are available upon request from the industry professional with whom you have an account. Some exchanges' relevant rules also are available on the exchange's internet home page.

電子交易及訂單傳送系統披露聲明*

電子交易及訂單傳送系統與傳統公開喊價的場內交易和手動訂單傳遞方式不同。使用電子系統的交易須遵守提供系統和/或合約交易所的規則和規定。在您開始使用電子系統進行交易之前，您應先仔細閱讀您想要交易的提供系統和/或合約交易所的規則和規定。

電子交易系統的差異

在不同的電子系統之間通過電子系統進行交易或傳送訂單，存在極大差異。您應參考提供電子系統和/或合約的交易所的規則和規定，以確切瞭解。除此之外，就交易系統而言，系統的訂單配對程序、開盤和收盤程序及價格、交易錯誤政策和交易限制或要求；就所有系統而言，使用資格和終止理由，以及可輸入系統訂單的類型限制。每一項相關事項均可能在交易或使用特定系統時，呈現不同的風險因素。每套系統可能呈現有關系統使用、不同回應時間和安全性的風險。就網路系統而言，可能存在與系統使用、不同回應時間和安全性相關的其他風險類型，以及有關服務提供商和電子郵件接收及監控的風險。

系統故障的相關風險

通過電子交易或訂單傳輸系統進行交易，可能面臨系統或組件故障的相關風險。就系統或組件故障而言，您可能在一段時間內，無法輸入新訂單、執行現有訂單，或修改或取消先前輸入的訂單。系統或組件故障也可能導致丟失訂單或失去訂單優先排序。

同步場內公開喊價及電子交易

電子交易系統所提供的部分合約可能會以電子方式進行交易，并在相同的交易時段內通過公開喊價進行交易。您應先查閱提供系統和/或合約交易所的規則和規定，確保未指定特定程序時，訂單的執行方式。

責任限制

提供電子交易或訂單傳送系統和/或合約的交易所可能採納相關規則以限制其責任、期貨備金商及軟件和通信系統供應商的責任，以及限制在系統故障和延遲情況下，您能獲得的損失賠償金額。這些責任限制條款因交易所而異。您應查看相關交易所的規則和規定，以瞭解這些責任限制。

*您可向您賬戶所在的業內專業人士索要每個交易所的相關規則。一些交易所的相關規則會在交易所的網站上提供。

UNIFORM NOTIFICATION REGARDING ACCESS TO MARKET DATA

As a market user you may obtain access to Market Data available through an electronic trading system, software, or device that is provided or made available to you by a broker or an affiliate of such. Market Data may include, with respect to products of an exchange ("Exchange") or the products of third party participating exchanges that are traded on or through the Exchange's electronic trading platform ("Participating Exchange"), but is not limited to, "real time" or delayed market prices, opening and closing prices and ranges, high-low prices, settlement prices, estimated and actual volume information, bids or offers, and the applicable sizes and numbers of such bids or offers.

You are hereby notified that Market Data constitutes valuable confidential information that is the exclusive proprietary property of the applicable exchange, and is not within the public domain. Such Market Data may only be used for your firm's internal use. You may not, without the written authorization of the applicable exchange, redistribute, sell, license, retransmit, or otherwise provide Market Data, internally or externally and in any format by electronic or other means, including, but not limited to the Internet. Further, you may not, without the written authorization of the applicable exchange, use Exchange Market Data for purposes of determining any price, including any settlement price, for any futures product, options on futures product, or other derivatives instrument traded on any exchange other than an Exchange or a Participating Exchange; or in constructing or calculating the value of any index or indexed product. Additionally, you agree you will not, and will not permit any other individual or entity to, (i) use Exchange Market Data in any way so as to compete with an Exchange or to assist or allow a third party to compete with an Exchange; or (ii) use that portion of Exchange Market Data which relates to any product of a Participating Exchange in any way so as to compete with that Participating Exchange or to assist or allow a third party to compete with such Participating Exchange.

You must provide upon request of the broker through which your firm has obtained access to Market Data, or the applicable exchange, information demonstrating your firm's use of the Market Data in accordance with this Notification. Each applicable exchange reserves the right to terminate a market user's access to Market Data for any reason. You also agree that you will cooperate with an exchange and permit an exchange reasonable access to your premises should an exchange wish to conduct an audit or review connected to the distribution of Market Data.

關於使用市場數據的統一通知

作為市場用戶，您可以通過由券商或其附屬公司向您提供的電子交易系統、軟件或設備，獲取市場數據的使用權限。市場數據可能包括：關於通過交易所電子交易平臺（“參與交易所”）進行交易的交易所（“交易所”）產品或第三方參與交易所產品，但不限于“即時”或延遲的市場價格、開盤價和收盤價及範圍、高位低位價格、結算價格、估計和實際的成交量信息、買方價或賣方價，以及這些買方價或賣方價的相應大小和數量。

特此通知您市場數據構成的適用交易所獨家擁有財產的寶貴機密信息，且不在公眾領域提供。這些市場數據僅限于您公司內部使用。未經適用交易所的書面授權，您不得以任何電子或以其他方式，包括但不僅限于互聯網，于內部或外部重發、出售、許可、轉發或以其他方式提供市場數據。此外，未經適用交易所書面授權，您不得將交易所市場數據用作決定任何期貨產品、期貨期權產品，或在任何“交易所”或“參與交易所”以外的交易所交易其他衍生工具的任何價格（包括任何結算價格）的目的；或用于建立或計算任何指數或指數型產品的價值。此外，您同意將不會也不容許任何其他個人或實體，(i) 以任何方式使用交易所市場數據，用于與交易所競爭，或協助或容許第三方與交易所競爭；或(ii) 使用與參與交易所任何產品相關的那部分交易所市場數據，以任何方式，用于與參與交易所競爭，或協助或允許第三方與此類參與交易所競爭。

在當您公司獲取市場數據使用的券商或適應交易所要求的情況下，您必須根據通知提供證明您公司對市場數據使用的信息。每個適用交易所保留因任何原因終止市場用戶使用市場數據的權利。您也同意與交易所合作，并在交易所希望進行與市場數據發布相關的審計或審查的情況下，允許交易所在合理的情況下拜訪您的場所。

NEITHER AN EXCHANGE, NOR ANY PARTICIPATING EXCHANGE, NOR THE BROKER, NOR THEIR RESPECTIVE MEMBERS, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS, GUARANTEE THE TIMELINESS, SEQUENCE, ACCURACY, OR COMPLETENESS OF THE DESIGNATED MARKET DATA, MARKET INFORMATION, OR OTHER INFORMATION FURNISHED NOR THAT THE MARKET DATA HAVE BEEN VERIFIED. YOU AGREE THAT THE MARKET DATA AND OTHER INFORMATION PROVIDED IS FOR INFORMATION PURPOSES ONLY AND IS NOT INTENDED AS AN OFFER OR SOLICITATION WITH RESPECT TO THE PURCHASE OR SALE OF ANY SECURITY OR COMMODITY.

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無論是交易所、任何參與交易所、經紀商或相關成員、股東、董事、執行官、雇員或代理人，均無法保證指定市場數據、市場信息或所提供的其他資訊的及時性、順序性、準確性或完整性，也無法保證所提供的市場數據已經過驗證。您同意市場數據和所提供的其他信息僅供參考，並不構成要約或招攬任何證券或商品之購買或出售。

無論是交易所、任何參與交易所、券商或其相關成員、股東、董事、執行官、雇員或代理人，均無須對您或任何其他人士、公司，或企業以任何方式因市場數據所引起或與其相關的任何虧損、損害、索賠、罰款、費用或開支(包括利潤損失)、包括但不僅限于市場數據或其傳輸中的任何延遲、不準確、錯誤或遺漏負責，或是為了因任何原因造成的服務不履行、不連續、終止或中斷，或對於由此造成或因此產生的任何損害負責，無論損害是否源于自身的疏忽。如果上述披露聲明和免責聲明被視為無效或無用，無論是交易所、任何參與交易所、經紀商或其相關股東、成員、董事、執行官、雇員或代理人，在任何情況下均無須承擔責任，包括其自身的疏忽、超出實際虧損或損失金額的部分，或您每月支付給經紀商的費用中較低者。您同意無論是交易所、任何參與交易所、經紀商或其相關股東、成員、董事、執行官、雇員或代理人，均無須對您或任何其他人士、公司或企業，因為任何間接、特殊或特別損害，包括但不限于利潤損失、延遲成本，或數據遺失或損壞的費用負責。

DISCLOSURE STATEMENT ON FUTURES EXCHANGE OWNERSHIP INTERESTS AND INCENTIVE PROGRAMS

You should be aware that your Futures Commission Merchant ("FCM") or one or more of its affiliates may own stock of, or has some other form of ownership interest in, one or more U.S. or foreign exchanges and clearing houses that you may trade on or that may clear your trades. As a result, you should be aware that your FCM or its affiliate might receive financial benefits related to its ownership interest when trades are executed on such an exchange or cleared at such a clearing house.

In addition, futures exchanges from time to time have in place other arrangements that may provide members with volume or market making discounts or credits, may call for participating members to prepay fees based on volume thresholds or may provide other incentive or arrangements that are intended to encourage market participants to trade on or direct trades to that exchange. Your FCM, or one or more of its affiliates, may participate in and obtain financial benefits from such an incentive program.

You should contact your FCM directly if you would like to know whether it has an ownership interest in a particular exchange or clearing house, or whether it participates in any incentive program on a particular exchange or clearing house. You may also contact any particular futures exchange directly to ask if it has any such incentive program for member firms.

關於期貨交易所擁有權權益和獎勵計劃的披露聲明

您應該瞭解，您的期貨傭金商（“FCM”）或其一家或多家附屬公司可能擁有您可能在一家或多家美國或海外交易所和結算公司交易或進行結算交易的股票，或擁有其他形式的擁有權權益。因此，您應該瞭解，您的FCM或其附屬公司可能會在這類交易所執行交易或在這類結算公司進行結算時，獲得與其擁有權權益有關的財務利益。

此外，期貨交易所可能不時有其他安排，可能會向成員提供成交量或做市商活動的折扣或信用額，可能會要求參與成員根據成交量門檻預付費用，或者可能提供為鼓勵市場參與者在該交易所進行交易或引導交易的其他獎勵或安排。您的 FCM 或一家或多家附屬公司，可能會參與此類獎勵計劃，並從中獲得財務利益。

如果您希望瞭解 FCM 在特定交易所或結算公司是否有擁有權益，或是否有參與特定交易所或結算公司的任何獎勵計劃，請直接與您的FCM聯繫。您也可以直接與任何特定期貨交易所聯繫，詢問其是否有為成員公司提供此類獎勵計劃。

CME DISCLOSURE ON PAYMENT FOR ORDER FLOW

When firms provide execution services to customers, either in conjunction with clearing services or in an execution only capacity, they may, in some circumstances, direct orders to unaffiliated market makers, other executing firms, individual floor brokers, or floor brokerage groups for execution. When such unaffiliated parties are used, they may, where permitted, agree to price concessions, volume discounts or refunds, rebates, or similar payments in return for receiving such business. Likewise, on occasion, in connection with exchanges that permit pre-execution discussions and “off-floor” transactions such as block trading, exchanges of physicals, swaps or options for futures, or equivalent transactions, a counterparty solicited to trade opposite customers of an executing firm may make payments described above and/or pay a commission to the executing firm in connection with that transaction. This could be viewed as an apparent conflict of interest. In order to determine whether transactions executed for your account are subject to the above circumstances, please contact your executing firm account representative.

訂單流程付款披露聲明

當公司向客戶提供執行服務時，無論是結合結算服務或僅具備執行權力，在某些情況下，可能會引導訂單給非附屬的做市商、其他執行公司、個人場地經紀商或場地經紀團體來執行。在採用這類非附屬方時，在容許的情況下，可能會同意價格上的優惠、成交量的折扣或退款、回贈或類似款項，以作為接受這類業務的回饋。同樣地，有些時候，那些允許執行前協商和“場外”交易，如大宗交易、現貨交易、掉期(swaps)或期貨期權或類似的交易，其所徵詢的、相對執行公司客戶的對方可能會就上述的情況向與那個交易相關的執行公司付款或支付佣金。這可能會被視為明顯的利益衝突。為了確定您賬戶執行的交易是否屬上述情況，請聯繫您的執行公司的賬戶代表。

DIRECT ORDER TRANSMITTAL CLIENT DISCLOSURE STATEMENT

This statement applies to the ability of authorized customers of TD Ameritrade Futures & Forex LLC to place orders for foreign futures and options transactions directly with non-U.S. entities (each, an "Executing Firm") that execute transactions on behalf of TD Ameritrade Futures & Forex LLC's customer omnibus accounts.

Please be aware of the following should you be permitted to place the type of orders specified above:

- The orders you place with an Executing Firm are for TD Ameritrade Futures & Forex LLC's customer omnibus account maintained with a foreign clearing firm. Consequently, TD Ameritrade Futures & Forex LLC may limit or otherwise condition the orders you place with the Executing Firm.
- You should be aware of the relationship of the Executing Firm and TD Ameritrade Futures & Forex LLC. TD Ameritrade Futures & Forex LLC may not be responsible for the acts, omissions, or errors of the Executing Firm, or its representatives, with which you place your orders. In addition, the Executing Firm may not be affiliated with TD Ameritrade Futures & Forex LLC. If you choose to place orders directly with an Executing Firm, you may be doing so at your own risk.
- It is your responsibility to inquire about the applicable laws and regulations that govern the foreign exchanges on which transactions will be executed on your behalf. Any orders placed by you for execution on that exchange will be subject to such rules and regulations, its customs, and usages, as well as any local laws that may govern transactions on that exchange. These laws, rules, regulations, customs, and usages may offer different or diminished protection from those that govern transactions on U.S. exchanges. In particular, funds received from customers to margin foreign futures transactions may not be provided the same protections as funds received to margin futures transactions on domestic exchanges. Before you trade, you should familiarize yourself with the foreign rules which will apply to your particular transaction. United States regulatory authorities may be unable to compel the enforcement of the rules of regulatory authorities or markets in non-U.S. jurisdictions where transactions may be effected.

直接訂單發送客戶披露聲明

本聲明適用於TD Ameritrade Futures & Forex LLC授權客戶，以TD Ameritrade Futures & Forex LLC的客戶綜合賬戶名義直接與非美國實體(各自為一間“執行公司”)下單交易海外期貨和期權的能力。

如果您獲准使用上述指定類型的訂單，請注意以下事項：

- 您與執行公司所下的訂單是針對海外清算公司維持的TD Ameritrade Futures & Forex LLC客戶綜合賬戶。因此，TD Ameritrade Futures & Forex LLC可能會限制您與執行公司間設置的訂單或附加條件。
- 您應瞭解執行公司與TD Ameritrade Futures & Forex LLC之間的關係。TD Ameritrade Futures & Forex LLC可能不會對您下單所在執行公司或其代表的行為、缺失或錯誤負責。此外，執行公司可能不是TD Ameritrade Futures & Forex LLC的附屬機構。如果您選擇直接與執行公司下單，您將需要自行承擔風險。
- 您有責任查詢代表您執行交易海外交易所的適用法律和法規。您在該交易所下單執行的任何訂單均受此類規則和法規、其慣例和用法，以及該交易所交易所在地法律對交易管轄的限制。這些法律、規則、法規、慣例和用法，可能會與美國交易所交易提供不同或減少的保護。特別是來自客戶作為海外期貨交易的融資資金，可能無法獲得與國內融資期貨交易相同的保護。在進行交易前，您應熟悉適用於您特定交易的海外規則。美國監管機構可能無法強制交易執行地點所屬、非美國司法管轄區的監管機構或市場執行其相關規則。

- It is your responsibility to determine whether the Executing Firm has consented to the jurisdiction of the courts in the United States. In general, neither the Executing Firm nor any individuals associated with the Executing Firm will be registered in any capacity with the Commodity Futures Trading Commission. Similarly, your contacts with the Executing Firm may not be sufficient to subject the Executing Firm to the jurisdiction of courts in the United States in the absence of the Executing Firm's consent. Accordingly, neither the courts of the United States nor the Commission's reparations program will be available as a forum for resolution of any disagreements you may have with the Executing Firm, and your recourse may be limited to actions outside the United States.

Unless you object within five (5) days by giving notice as provided in your client agreement after receipt of this disclosure, TD Ameritrade Futures & Forex LLC will assume your consent to the aforementioned conditions.

- 您有責任確定執行公司是否同意美國法院的管轄權。一般而言，執行公司和與執行公司關聯的任何個人，均不會以任何商品期貨交易委員會的身分登記。同樣地，您與執行公司的往來也可能不足以令執行公司在缺少其同意的情况下，接受美國法院的管轄。因此，美國法院和委員會的賠償計劃，均不能作為解決您與執行公司間任何分歧的途徑，及您的追索權可能僅限于美國以外的訴訟。

除非您在收到此披露聲明後五 (5) 天內通過客戶協議所提供的通知提出反對，否則 TD Ameritrade Futures & Forex LLC將認為您同意上述條件。

FOREIGN TRADER DISCLOSURE STATEMENT

Dear Customer:

In accordance with Rules 15.05 and 21.03 of the Commodity Futures Trading Commission ("CFTC"), 17 C.F.R. §§15.05 and 21.03, we are considered to be your agent for purposes of accepting delivery and service of communications from or on behalf of the CFTC regarding any commodity futures contracts or commodity option contracts which are or have been maintained in your account(s) with us. In the event that you are acting as agent or broker for any other person(s), we are also considered to be their agent, and the agent of any person(s) for whom they may be acting as agent or broker, for purposes of accepting delivery and service of such communications. Service or delivery to us of any communication issued by or on behalf of the CFTC (including any summons, complaint, order, subpoena, special call, request for information, notice, correspondence, or other written document) will be considered valid and effective service or delivery upon you or any person for whom you may be acting, directly or indirectly, as agent or broker.

You should be aware that Rule 15.05 also provides that you may designate an agent other than TD Ameritrade Futures & Forex LLC. Any such alternative designation of agency must be evidenced by a written agency agreement which you must furnish to us and which we, in turn, must forward to the CFTC. If you wish to designate an agent other than us, please contact us in writing. You should consult 17 C.F.R. § 15.05 for a more complete explanation of the foregoing.

Upon a determination by the CFTC that information concerning your account(s) with us may be relevant in enabling the CFTC to determine whether the threat of a market manipulation, corner, squeeze, or other market disorder exists, the CFTC may issue a call for specific information from us or from you. In the event that the CFTC directs a call for information to us, we must provide the information requested within the time specified by the CFTC. If the CFTC directs a call for information to you through us as your agent, we must promptly transmit the call to you, and you must provide the information requested within the time specified by the CFTC. If any call by the CFTC for information regarding your account(s) with us is not met, the CFTC has authority to restrict such account(s) to trading for liquidation only. You have the right to a hearing before the CFTC to contest any call for information concerning your account(s) with us, but your request for a hearing will not suspend the CFTC's call for information unless the CFTC modifies or withdraws the call. Please consult 17 C.F.R. §21.03 for a more complete description of the foregoing (including the type of information you may be required to provide).

海外交易者披露聲明

尊敬的客戶：

根據商品期貨交易委員會("CFTC")規則第15.05和21.03條, 17 CFR §§15.05和21.03, 我們被當作您的代理人, 就任何您賬戶中維持的商品期貨合約或商品期權合約, 接受來自或代表CFTC的通訊傳遞和服務。當您作為任何其他人的代理人或券商時, 我們同時也被當作他們的代理人, 以及任何可能作為其代理人或券商的任何人的代理人, 以接受此類通信的傳遞和服務。由CFTC發出或代表向我們提供服務或傳送的任何通信(包括任何出庭傳票、投訴、訂單、證人傳票、特別要求、信息請求、通知、信函或其他書面文件), 將被當作您或您直接或間接作為代理人或券商的任何人的有效力和有效的服務或傳送。

您應瞭解規則 15.05 同時也規定您可指定除了 TD Ameritrade Futures & Forex LLC 以外的代理人。您必須向我們提供書面代理協議作為指定此類相關代理機構的證明。反之, 我們也必須向 CFTC 轉發該證明。如果您希望指定我們之外的代理人, 請以書面形式聯繫我們。請參閱 17 C.F.R. § 15.05, 獲得有關上述內容更完整的說明。

根據 CFTC 的決定, 與您賬戶有關的信息, 可能有助於 CFTC 確定是否存在市場操縱、壟斷、擠壓或其他市場混亂的威脅, CFTC 可能會向我們或您發出特定的信息要求。如果 CFTC 向我們發出信息的要求, 我們必須在 CFTC 規定的時間內提供所要求的信息。如果 CFTC 通過我們作為您的代理向您發出信息的要求, 我們必須及時向您傳送要求, 且您必須在 CFTC 規定的時間內, 提供被要求的信息。如果任何 CFTC 關於您賬戶信息的要求未能滿足, CFTC 有權限制相關賬戶僅能進行清倉交易。在 CFTC 就您與我們的賬戶相關信息發出要求前, 您有權聽審, 但是除非 CFTC 修改或撤回要求, 您聽審的要求將無法中止 CFTC 的信息要求。請參閱 17 C.F.R. §21.03, 以獲得有關上述內容更完整的說明(包括您可能需要提供的信息類型)。

Certain additional regulations may affect you. Part 17 of the CFTC Regulations, 17 C.F.R. Part 17, requires each futures commission merchant and foreign broker to submit a report to the CFTC with respect to each account carried by such futures commission merchant or foreign broker which contains a reportable futures position. (Specific reportable position levels for all futures contracts traded on U.S. exchanges are established in Rule 15.03.) In addition, Part 18 of the CFTC Regulations, 17 C.F.R. Part 18, requires all traders (including foreign traders) who own or control a reportable futures or options position and who have received a special call from the CFTC to file a Large Trader Reporting Form (Form 103) with the CFTC within one day after the special call upon such trader by the CFTC. Please consult 17 C.F.R. Parts 17 and 18 for more complete information with respect to the foregoing.

Very truly yours,
TD Ameritrade Futures & Forex LLC

某些附加法規可能會影響到您。根據CFTC 法規第17章，17C.FR第17章，要求每個期貨備金商和海外經紀商，就這類期貨備金商或海外經紀商所持有可報告期貨持倉的每個賬戶，向CFTC 提交報告(規則15.03 規定了在美國交易所交易的所有期貨合約的具體可報告持倉標準。)此外，根據CFTC 法規第18章，17 CFR 第18章，要求所有擁有或控制可報告期貨或期權持倉且收到CFTC 特別要求的交易人(包括海外交易人)，在收到CFTC 特別要求後的一天內，向CFTC 提交大額交易人報告表格(表格103)。請參閱 17 C.F.R.第 17 章和第 18 章，以獲得有關上述內容更完整的信息。

謹致
TD Ameritrade Futures & Forex LLC

Investment Products:

Not FDIC Insured * No Bank Guarantee * May Lose Value

投資產品:

非FDIC保險 * 非銀行保證 * 可能會損失價值

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