

## CHECKING/DEBIT CARD AGREEMENT

This Agreement among the account owner(s)/authorized agents/additional users and TD Ameritrade sets forth the terms and conditions governing the TD Ameritrade Checking and Debit Card services.

### Definitions

"I," "me," "my," or "account owner" means each person who signs the application. "You," "your," or "TD Ameritrade" means TD Ameritrade, Inc., a wholly owned subsidiary of TD Ameritrade Holding Corporation. "Bank" means TD Bank USA, N.A., a subsidiary of Toronto-Dominion Bank. TD Ameritrade, Inc., and TD Bank USA, N.A. are affiliated through their respective parent companies. "Designated Sweep Account" means the sweep vehicle that I have designated on my account application for holding uninvested cash balances. "Brokerage Account" means the securities brokerage account opened in my name at TD Ameritrade, Inc. and includes my Designated Sweep Account. "Checks" means checks that are issued to me and which are drawn on my Brokerage Account. "Card" means the ATM/VISA® Debit Card that I may request to access my Brokerage Account. "Available Cash Balance" means amounts held in my Designated Sweep Account and any additional amounts held in any other Money Market Mutual Fund(s) included in my Brokerage Account. "Available Margin Credit" means the amount of credit TD Ameritrade may extend to me based on the value of marginable securities held in my account. "Electronic Fund Transfer" means any transfer of funds that is initiated through an electronic terminal, telephone, computer, magnetic tape, or where a check, draft, or similar paper instrument is used as a source of information for the purpose of ordering, instructing, or authorizing the Bank to debit or credit my account.

### Checks

I understand that I may write Checks on my Brokerage Account in U.S. dollars. I understand that my Checks are provided to me by TD Ameritrade and not by the Bank. I understand that the Checks are drawn against my Brokerage Account, and are not drawn on an account in my name at the Bank although they are payable through the Bank. I understand that this service is not intended as a substitute for a traditional checking account, and you reserve the right to limit the number of Checks written. You may refuse to pay a Check or other item which: (1) is illegible; (2) is drawn in an amount greater than the amount of funds then available for withdrawal in my Brokerage Account or which would, if paid, create an overdraft; (3) bears a duplicate Check number; (4) you believe has been altered; (5) you believe does not bear an authorized signature. You are not required to honor any restrictive legend on Checks I write unless you have agreed in writing to the restriction.

I agree that when I write a Check I will not date the Check in the future. If I do and the Check is presented for payment before the date of the Check, you may either pay it or return it unpaid. I agree that if you pay the Check, the Check will be posted to my Brokerage Account on the day you pay it. I further agree that you are not responsible for any loss to me in doing so.

In order for me to stop payment on any Check, I must notify you of the exact amount of the Check, the number, date, and payee of the Check, and my Brokerage Account number. If such notification is made orally, it will be valid for 14 days unless confirmed in writing. A written stop payment order is effective for six months. If any information I supply you is not correct or provided to TD Ameritrade in a manner that does not provide TD Ameritrade reasonable opportunity to stop payment of the Check, or if I do not promptly comply with a request for other reasonable information about the Check, you will not be responsible if the Check is not stopped. I agree to review statements and imaged copies of paid Checks. I agree to report forgeries, alterations, missing signatures, amounts differing from my records, or other information that might lead me to conclude that the Check was forged or that, when you paid the Check, the proper amount was not paid, or it was not paid to the proper person. I will notify you as soon as possible if I think there is a problem.

Applicable law and this Agreement require me to discover and report an error in payment of a Check within specific time periods. I agree that statements of any images of paid Checks accompanying the statement shall be deemed to be "available" to me as of the statement mailing date.

If I claim that an item was not properly payable because, for example, the item was forged or an endorsement was forged, I must cooperate with you and assist you in seeking criminal and civil penalties against the person responsible. I must file reports and complaints with the appropriate law enforcement authorities. If you ask me, I also must give you a statement, under oath, about the facts and circumstances relating to my claim. If I fail or refuse to do these things, you will consider that I have ratified the defect in the item and agree that you may charge the full amount of the item to my Brokerage Account.

I agree to notify you as soon as possible if I believe there is an error, forgery, or other problem with the information shown on my statement. I agree that fourteen (14) calendar days after you mail a statement is a reasonable amount of time for me to review my statement and report any errors, forgeries, or other problems. In addition, I agree not to assert a claim against you concerning any error, forgery, or other problem relating to a matter shown on a statement unless I notified you of the error, forgery, or other problem within thirty (30) calendar days after you mailed me the statement. This means, for example, that I cannot bring a lawsuit against you, even if you are at fault, for paying Checks bearing a forgery of my signature unless I reported the forgery within thirty (30) calendar days after you mailed me the statement listing the Check you paid.

You may destroy original Checks not less than thirty (30) calendar days after the statement mailing date. You will retain copies of the front and back of the Checks on electronic media for a period of seven (7) years. During that period, you will provide an imaged copy of any paid Check on request, but you need not do so thereafter. I agree not to make any claim against you arising out of the authorized destruction of my original Checks or the clarity or legibility of any copy you provide.

All Checks presented for payment must be in a form supplied by or previously approved by you. You may refuse to accept any Check that does not meet this requirement or which is incompletely or defectively drawn. Once an outstanding Check is six (6) months old, you may elect not to pay it. But if there is no stop payment order on file when you receive the Check for payment, you may elect to pay it in good faith without consulting me. I agree that I will use care in safeguarding my unsigned Checks against loss or theft. I agree to assume all losses that could have been prevented if I had safeguarded unsigned (or otherwise incomplete) Checks, or had told you they were missing.

I acknowledge that the Checks issued pursuant to this Agreement are for my exclusive use, and I accordingly agree to use reasonable care to safeguard them and limit access to them. I will not issue any Checks in excess of my Available Cash Balance or Available Margin Credit (as applicable). Checks that would cause me to exceed the Available Cash Balances in my Brokerage Account and any Available Margin Credit may not be honored. I acknowledge and agree that I will have sole liability for all transactions made through the use of the Checks. I also agree to pay the reasonable costs and expenses of collection of any unpaid balance in connection with Checking including, but not limited to, attorneys' fees involved in such collection to the extent provided by law.

I understand I may authorize a merchant or other payee to make a one-time electronic payment from my Brokerage Account using information from my Check. My rights and responsibilities regarding errors or questions about transactions through the use of electronic checks are the same as the applicable requirements for the use of Cards, which are discussed below.

Fees may be imposed or changed for Check reorders, stop payments, Returned Checks, and any other special services.

I agree to indemnify and hold you and your affiliates harmless from and against any losses arising out of or relating to: (1) the processing, clearing, payment, or dishonor of any Check written or authorized by me; and (2) any actions in stopping, or failing to stop, payment on a Check.

#### **ATM/VISA® Debit Card**

An ATM/VISA® Debit Card is provided to me at my request in order to obtain cash withdrawals from Available Cash Balances and Available Margin Credit in my Brokerage Account at a participating network ATM. In addition, my Card may be used to pay for goods or services from any merchant that participates in the VISA system, and I authorize you to charge against Available Cash Balances or Available Margin Credit in my Brokerage Account to satisfy my Card transactions. I understand that regardless of the balances in my Brokerage Account on a particular day, ATM cash withdrawals may not exceed \$1,000 per day and that this limit may be lowered or increased at the sole discretion of you, and that some participating machines may impose restrictions on the maximum amount of withdrawals per day. I understand that merchant transactions and authorizations may not exceed \$5,000 per day and that this limit may be lowered or increased at your sole discretion. I understand that usage of my Card will be governed by the rights and responsibilities set out in this Agreement and applicable state and federal laws. I understand that when I use an out-of-network ATM, I may be charged a fee by the ATM operator or any network used (and I may be charged a fee for a balance inquiry even if I do not complete a fund transfer). I also understand that additional charges may apply for any cash advance I obtain through a teller and that the Card may be cancelled by you at any time without prior notice. With respect to international exchange rates, I understand that the exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by VISA from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate VISA itself receives, or the government-mandated rate in effect for the applicable central processing date, in each instance, plus or minus any adjustment determined by the Issuer.

*ATM Fee Rebate* – I will not be charged fees for the use of ATMs at TD Bank locations in the U.S. and Canada. You will not charge me a fee from withdrawing funds from any other ATM in the U.S., but the ATM operator may charge me a fee. If the ATM operator charges me a fee, you will refund the amount of the fee I was assessed for using the ATM to withdraw cash from my Account. The refund will appear at or around the date the ATM fee is processed. TD Ameritrade makes its best effort to identify those ATM fees eligible for rebate, but I should contact you at 800-669-3900 if I believe I am due a rebate. You prohibit the fraudulent or excessive use of ATMs and you reserve the right to modify or discontinue the ATM fee rebate at any time.

*Visa Account Updater (VAU)* – My Card is automatically enrolled in VAU, an automatic account information updating service provided by VISA. When my account information changes, TD Ameritrade will submit electronic files with my updated information to VISA, and VISA will send my updated information to participating merchants with whom I have an ongoing payment relationship, such as recurring payments or automatic billing. This service is a convenience, provided to me at no cost; however, I may opt-out of VAU at any time by contacting you at the phone number printed on the back of my Card. I understand that participating in VAU does not relieve me of my obligation to ensure that merchants have correct account information on file, and if I fail to keep my account information current it may result in a declined payment. I also understand that neither VISA nor TD Ameritrade can guarantee that my account updates will be communicated to merchants prior to my next billing date.

#### **Rights and Responsibilities Regarding Electronic Fund Transfers**

*Responsibilities and Liabilities* – I understand that it is my responsibility to safeguard all ATM/VISA Debit Cards and Checks issued by the Bank for my account, as well as any PINs issued to me. I understand that any individual to whom I give authorization to use a Card will remain authorized for such usage until the Bank (through TD Ameritrade) is notified to cancel any and all Cards used by the authorized individual. I understand that if my account is a non-consumer account, I am liable for all ATM/VISA Debit Card activity transacted in my account and/or losses due to any and all activity covered under Regulation E.

*Errors or Questions About Transactions* – I will call Client Services (**800-669-3900**) at once if I think my statement or transaction record is wrong or if I need more information about a transaction listed on my statement or transaction record. TD Ameritrade must hear from me not later than 60 days after the date I've been sent **the first** statement on which the problem or error appeared. If I tell you orally, I understand that you may require that I send you my complaint or question in writing within 10 business days to: **200 South 108th Ave, Omaha, NE 68154-2631**. "Business days" is defined as Monday-Friday, excluding federal holidays.

You will need the following information: (1) my name, Brokerage Account number, and Card number; (2) a description of the error or transaction I am unsure about, in which I will explain as clearly as I can why I believe it's an error or why I need more information; and (3) the date and dollar amount of the transaction or suspected error. You may also require that my letter be notarized. You will tell me the results of your investigation within 10 business days after you hear from me and you will correct any error promptly. If you need more time, however, you may take up to 45 days (90 calendar days if the transfer involved a merchant transaction or a foreign-initiated transfer) to investigate my complaint or question. If you need more time, you will recredit my account within 10 business days for the amount I think is in error, so that I will have the use of the money during the time it takes for you to complete your investigation. If you ask me to put my complaint or questions in writing and you do not receive it within 10 business days, you are not required to recredit my account. If you decide there was no error, you will send me a written explanation within three business days after you complete your investigation. I may ask for copies of the documents used in your investigation.

*Loss, Theft, or Unauthorized Transfers* – I will tell you AT ONCE if I believe my card and/or personal identification number has been lost or stolen, or if I believe that an electronic fund transfer has been made without my permission using information from my check. Telephoning is the best way to minimize losses. A problem can be reported by calling Client Services at 800-669-3900.

*Liability in Case of Loss, Theft, or Unauthorized Transfers* – I understand that the loss, theft, or unauthorized use of my Card could cause me to lose all of the cash assets available in my Brokerage Account and could generate a loan against my Available Margin Credit. However, if I tell you within two business days after I learn of the loss or theft of my card and/or personal identification number, I can lose no more than \$50 if someone used my card and/or personal identification number without my permission. If I do NOT tell you within two business days after I learn of the loss or theft of my card and/or personal identification number, and you can prove they could have stopped someone from using my card and/or personal identification number without my permission if I had told you, I could lose as much as \$500. Also, if my statement shows transfers that I did not make, including those made by card, code, or other means, I will tell you AT ONCE. If I do not tell you within 60 days after the statement was mailed to me, I may not get back any money I lost after the 60 days if you can prove that you could have stopped someone from taking the money if I had told you in time. If a good reason (such as a long trip or a hospital stay) kept me from telling you, the time period may be extended.

*Liability for Failure to Complete Transactions* – If an electronic transfer is not completed on time or in the correct amount according to the agreements governing this service, TD Ameritrade may be liable for resulting losses or damages. However, there are some exceptions. For instance, TD Ameritrade (and the Bank) will not be liable if: (a) through no fault of yours, the amount of the transfer would exceed my Available Cash Balances or Available Margin Credit if applicable; (b) circumstances beyond your control (such as fire or flood) prevent the transfer, despite reasonable precautions that were taken; (c) the electronic terminal, electronic system, or cash machine was not working properly, and I knew about the breakdown when the transfer was started; (d) the cash machine where I was obtaining cash did not have enough cash; or (e) as provided by applicable law.

*Disclosure of Account Information to Third Parties* – I understand that TD Ameritrade (and the Bank) may disclose information to third parties about my account or my transactions: (1) when it's necessary for completing transactions; (2) to verify the existence and condition of my account for a third party, such as a credit bureau or merchant; (3) to comply with a government agency or court order, or as otherwise required by law; (4) if I give you my permission; and (5) as otherwise authorized in this Agreement. I further understand that this information may be shared by TD Ameritrade and its affiliates to determine my eligibility for other products and services they may offer. I may opt out of such information sharing by providing you with written notification.

*My Right to Receive Documentation* – A summary of my Electronic Fund Transfer activity will be included in my monthly statement. I may request additional documentation by calling Client Services.

*Changes to These Rights and Responsibilities* – From time to time, the rights and responsibilities in connection with electronic transfers may change. TD Ameritrade will notify me, as required by law, of any changes; however, TD Ameritrade is not required to notify me in advance if the change is necessary for security reasons.

*Refusal to Honor Card or Checks* – TD Ameritrade is not responsible for any person's action in refusing to honor or accept my Card or Checks, or for any person's action in taking possession of my Card or Checks.

#### **Payment of Items**

I understand that all Brokerage Account purchase transactions, Checks that I write, and Card transactions will be accumulated daily, and charged to my Account in any order you choose and that you will promptly pay each on my behalf to the extent that sufficient funds can be provided from the Available Cash Balance in my Brokerage Account; from other available credit balances in my Brokerage Account; and if I have been approved for margin, from margin loans made by TD Ameritrade within the Available Margin Credit of my Brokerage Account. I understand that if any Checks that I write or any Card transactions access my Available Margin Credit, that any such amount will be a loan by TD Ameritrade to me at the same rate TD Ameritrade generally charges for margin loans and will be secured by securities in my Brokerage Account. I understand that any money transfers into my Brokerage Account will not be available for withdrawal for up to six business days following the day of the transfer.

#### **Termination of Service**

I may terminate this service at any time by giving you written notice. TD Ameritrade may terminate any or all of the services provided under this Agreement at any time and for any reason at its sole discretion. Closing an account or terminating services will not affect any rights and obligations incurred prior to closure or termination, including my obligation to pay Card transactions, Checks, or other charges. Upon termination of service, I agree that I will destroy all Cards and unused Checks in my possession.

#### **Security Interest**

As security for any indebtedness or obligation I have incurred to TD Ameritrade in connection with this service, I grant TD Ameritrade a security interest in any and all securities or property held now or in the future by TD Ameritrade in any of my accounts or any other property TD Ameritrade may hold for me. At its sole discretion without prior notice and for its sole protection, TD Ameritrade may sell or transfer money, securities, or rights to any portion of any account to satisfy a margin deficiency or other obligation. Shares of my money market mutual fund(s) or monies in the money market deposit account (Federal Deposit Insurance Corporation-Insured) also are subject to a general lien for the discharge of my obligation to TD Ameritrade, and TD Ameritrade may redeem such shares or withdraw such monies to satisfy my obligations without further notice or demand.

#### **Brokerage Agreement**

I understand and agree that I continue to remain bound by the terms and conditions of the Client Agreement which governs my Brokerage Account and that all such terms and conditions contained in the Client Agreement, **including the pre-dispute arbitration clause in the Client Agreement**, shall now also govern this service.

#### **Governing Law**

This agreement shall be governed by the laws of the State of Nebraska.

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

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