

Account # _____

Advisor # _____

1	ACCOUNT INFORMATION Account Title: _____
2	ATM/VISA® DEBIT CARD ATM/VISA® Debit Card cash withdrawals may not exceed \$1,000 per day. ATM/VISA® Debit Card merchant transactions and authorizations may not exceed \$5,000 per day. <input type="checkbox"/> Please check here to receive a free ATM/Visa® Debit Card. Note: Foreign accounts are not eligible to receive an ATM/VISA® Debit Card.
3	AUTHORIZATION The undersigned acknowledge that they have read and agree to the Checking/Debit Card Agreement presented on the following pages. They further agree that until this authorization is revoked in writing and received by TD Ameritrade, Inc., TD Ameritrade, Inc. may charge the account of the undersigned in the amount of all checks written by authorized users, and for all authorized card transactions. This agreement supplements the TD Ameritrade Institutional Client Agreement previously provided to the undersigned account owners. Undersigned further agree to hold harmless and to fully indemnify and defend at their own cost, expense, and risk TD Ameritrade, Inc., its affiliates, and their respective officers, employees, and agents, from every claim, demand, liability, loss or damage, or judgement, including costs of legal defense, which shall include attorney fees, arising out of this agreement excluding claims for damages resulting from the gross negligence of TD Ameritrade, Inc. By signing this agreement, I authorize TD Ameritrade, Inc. to cancel or discontinue any other checking or debit card programs on this account. All Account Owners/Authorized Agents are required to sign this Authorization. If you wish to designate an individual who is not an Account Owner as an Additional Check User, he or she is required to sign this form, and you must also complete the Additional Check Users Form.
4	SIGNATURES Signature: _____ Date: _____ Signature: _____ Date: _____ Note: Funds deposited by electronic transfer are not available to be drawn against for three business days and funds deposited by check are not available to be drawn against for six business days.



CHECKING/DEBIT CARD AGREEMENT

This Agreement between the account owner(s)/authorized agents/additional users and TD Ameritrade, Inc. 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 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, or magnetic tape 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. Canceled Checks will not be returned to me, though I may request copies of such Checks. You reserve the right to pay post-dated Checks. You reserve the right not to pay any Check if you determine, in your sole discretion, that the Check is incomplete or improperly completed. Checks that would cause me to exceed the Available Cash Balance in my Brokerage Account and any Available Margin Credit may not be honored. Fees may be imposed or changed without notice for Check reorders, stop payments, returned Checks, and any other special services. 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.

ATM/VISA® Debit Card

An ATM/VISA® Debit Card is provided to me at my request in order to obtain cash withdrawals from the Available Cash Balance 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 the Available Cash Balance or Available Margin Credit in my Brokerage Account to satisfy my Card transactions. I understand that regardless of the balance in my Brokerage Account on a particular day, daily ATM cash withdrawals may not exceed \$1,000 per day and 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 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.

Payment of Items

I understand that all Brokerage Account purchase transactions, Checks that I write, and Card transactions will be accumulated daily, 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.

Rights and Responsibilities Regarding ATM/VISA® Debit Cards

Responsibilities and Liabilities – I understand that it is my responsibility to safeguard all ATM/Visa® Debit Cards 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 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 no 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: 1005 N. Ameritrade Place, Bellevue, NE 68005.

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, and 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 re-credit 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 re-credit 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 call you at once if I believe that my Card has been lost or stolen or if someone has transferred or may transfer money from my account without my permission. Phoning is the best way to minimize losses. A problem can be reported by calling Client Services.

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, I will not be liable for unauthorized use of my Card that occurs after I tell you about the loss, theft, or unauthorized use of my Card. I understand that you may, to the extent allowed under applicable law, increase the limit of my liability for unauthorized use if you determine that I was grossly negligent or fraudulent in the handling of my Card.

Point-of-Sale Transfers – If I tell you AT ONCE that my Card was lost or stolen, I will not be liable for the unauthorized point-of-sale transactions. If I do not tell you within 60 days after the statement was mailed to me that includes the unauthorized point-of-sale transaction, I may not recover any money I lost after the 60 days, if you can prove that you could have stopped someone from taking the money had I told you in time.

ATM Transactions – I will tell you AT ONCE if I believe my Card and/or PIN (as it was referred to earlier in this document) has been lost or stolen. Phoning is the best way of keeping my possible losses down. If I tell you within two business days, 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 PIN, and you can prove you could have stopped someone from using my Card and/or PIN without my permission if I had told you, I can lose as much as \$500. Also, if my statement shows transactions that I did not make or authorize, I will tell you AT ONCE. If I do not tell you within 60 days after the statement was mailed to me that includes the unauthorized transaction, I may not recover any money I lost after the 60 days, if you can prove that you could have stopped someone from taking the money had I told you in time.

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 the 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 Balance or Available Margin Credit if applicable; or (b) circumstances beyond your control (such as fire or flood) prevent the transfer, despite reasonable precautions that were taken; or (c) the electronic terminal, electronic system, or cash machine was not working properly, and I knew about the breakdown when the transfer was started; or (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; (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.

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 predispute 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.

TD Ameritrade Institutional
4075 Sorrento Valley Blvd., Suite A
San Diego, CA 92121

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

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