

Declaration and Opt-In Form for Accredited Investor Status and Cross-Border Arrangement

(For Individuals and Joint Accounts)



TD Ameritrade Singapore Pte. Ltd.

Information

By completing this Declaration and Opt-In form, you are requesting to be treated as an Accredited Investor (“AI”) as defined under the Securities and Futures Act 2001 (“SFA”). As an AI, TD Ameritrade Singapore Pte. Ltd. (“TDASG”), a Capital Markets Services (“CMS”) license holder in Singapore, may introduce you to its foreign related corporations (“FRCs”) TD Ameritrade, Inc (“TDAI”) and its clearing broker, TD Ameritrade Clearing Inc. (“TDAC”). Both are registered in United States as broker-dealers by the Securities and Exchange Commission. On an as-needed basis, TDASG may introduce you to its FRC, Charles Schwab Futures and Forex LLC (“CSFF”) to provide futures trading execution. CSFF is regulated by the Commodity Futures Trading Commission as a Futures Commission Merchant. The FRCs are affiliates of The Charles Schwab Corporation and will each provide online brokerage and trading services (collectively “Services” and each a “Service”) to you with TDASG in reliance on a cross-border licensing exemption framework in Singapore (“Cross-Border Arrangement”). Apart from this, the Services will be provided under U.S. law and generally outside the protection of Singaporean laws and MAS regulations.

Under the Cross-Border Arrangement, you will open a securities trading account directly with TDAI and TDAC (and a futures trading account with CSFF if applicable). Any Services that TDAI, TDAC and/or CSFF provide to you are governed under the terms of business of TDAI, TDAC and/or CSFF respectively, and any other terms and conditions directly between you and each of them (collectively “Client Agreements” and each a “Client Agreement”). You are also required to sign a limited services agreement with TDASG (“Limited Services Agreement”) under which you consent, among other things, to TDASG referring and sharing your information with FRCs and providing you with client service in connection with the Services provided under the Client Agreement. TDASG is not a party to the Client Agreement. The respective roles and responsibilities of the FRCs and TDASG are further set out in the Client Agreement and Limited Services Agreement respectively.

TDAI, TDAC, and CSFF are not licensed by or registered with the Monetary Authority of Singapore (“MAS”) in Singapore. They are also generally not subject to the supervision of the MAS or the conduct rules applicable to licensed financial institutions in Singapore, except for certain conditions imposed by the MAS and limited regulations in Singapore which apply to the Cross-Border Arrangement. One of the conditions applicable to the Cross-Border Arrangement requires you to qualify as an AI as defined under the SFA and opt in to be treated as an AI.

You are required to complete and sign this Form for us to verify your eligibility as an AI and be satisfied that you understand the consequences of opting in as an AI. We reserve the right to request additional information or documents for the assessment, and the commencement of your AI status, Client Agreement and Limited Services Agreement are subject to the final confirmation and acceptance from TDASG, TDAI, TDAC and CSFF if applicable.

Please note that this document and any opt-in confirmation that you complete and sign shall apply to all services, accounts, transactions and any other matters that are offered, provided or carried out for or with you by TDAI, TDAC and CSFF, if applicable and/or TDASG under the Cross-Border Arrangement (collectively, the “Transactions and Services”), from the date of the opt-in confirmation. It will form part of each Client Agreement and the Limited Services Agreement.

References to “us”, “we”, “ours” or any of derivatives shall refer to TDASG, TDAI, TDAC and CSFF, as the case may be, unless otherwise expressly indicated.

Important Disclosure

Als are assumed under law to be better informed and better able to access resources to protect their own interests, and therefore require less regulatory protection. Investors who agree to be treated as Als therefore forgo the benefit of certain regulatory safeguards. For example, issuers of securities are exempted from issuing a full prospectus registered with the MAS in respect of offers that are made only to Als, and intermediaries are exempted from a number of business conduct requirements when dealing with Als. Investors should consult a professional advisor if they do not understand any consequence of being treated as an AI.

Specifically, by establishing a direct customer relationship with TDASG’s FRC’s TDAI, TDAC and CSFF under the Cross-Border Arrangement –you will not be subject to MAS’ regulations, including MAS’s retail customer moneys protection. All funds, securities and derivatives held in your account with the FRC’s are held for your benefit on a fully segregated basis and domiciled and maintained in the US. As a result, your account is subject to all applicable US laws, regulations and customer protection provisions.

Please note also that under the Cross-Border Arrangement the Transaction and Services that TDAI, TDAC and CSFF can offer and provide to you will remain subject to the authority and conditions of TDASG’s CMS License. TDAC, TDAI and CSFF cannot provide any Transaction and Services that is beyond to the scope of the TDASG CMS License, save for custodial and product financing services, which are incidental to the trading of products falling within the ambit of TDASG’s licence.

In addition, please refer to **Annex A** in this form for more details on the consequences of being treated as an AI.



Providing Your Consent to Opt-In as AI:

- Your declaration as an AI must be accompanied by appropriate supporting evidence and is ultimately subject to our assessment and approval for final qualification.
- Even if you qualify as an AI, you may, but are not obliged to, consent to being treated by us as an AI for the purposes of the provisions referred to in **Annex A**.
- If we are not satisfied that you qualify as an AI, or you do not consent to be treated as an AI, please note that we will not be able to treat you as an AI. As a consequence, TDAI, TDAC and/or CSFF will not be able to accept you as a client and provide Services to you, or conduct any Transactions and Services with or for you, and TDASG cannot introduce you to those foreign affiliates for the same. This is because under the Cross-Border Arrangement we are permitted to provide or carry out Transactions and Services only with clients who are AIs or institutional investors as defined under the SFA. If you have an existing customer relationship with TDASG, your relationship with TDASG will continue under the terms of the customer agreement between TDASG and you (“Existing Agreement”), except that TDASG will be limiting its services as detailed in separate notice(s) to you. Until the Existing Agreement is terminated, retail customer protections will still apply to you in respect of your relationship with TDASG under the Existing Agreement.

Your Right to Withdraw Your Consent

- If you consent to AI status, you may withdraw your consent at any time, upon which we will cease to treat you as an AI sixty (60) days after we have sent to you confirmation of your withdrawal request (“**Withdrawal Effective Date**”). If you would like to withdraw your consent, please contact us for an Accredited Investor Opt-Out form.
- Please note that in the event that you withdraw your consent, we will not be able to treat as you as an AI with effect from the Withdrawal Effective Date, and the consequences as explained above will apply with effect from the Withdrawal Effective Date. This means that we may have to terminate the Client Agreement and may cease to provide or carry out any further Transactions and Services with or for you, on and with effect from the Withdrawal Effective Date.
- We shall not be liable to you under any circumstances for any losses that you may suffer as a result of your consent withdrawal regarding your AI qualification.
- For the avoidance of doubt, subject to any other rights that we may have under the Client Agreement and applicable laws, any Transactions or Services carried out prior to the Withdrawal Effective Date (“**past transaction**”) will not be affected solely by virtue of your withdrawal of consent to be treated as an AI. For example, if you have placed a trade order and incurred an obligation to settle the trade order prior to the Withdrawal Effective Date, you will still be obliged to settle the trade order even if the settlement date takes place on or after the Withdrawal Effective Date. We reserve the absolute discretion to determine if an act constitutes a past transaction.

AI Qualification Requirements

The minimum requirement for opting to be treated as an AI requires satisfaction of at least one of the assessments below:

(A) Personal Income Assessment

An individual whose personal income in the preceding 12 months is not less than S\$300,000 (or its equivalent in a foreign currency).

Our assessment requires documentary support, examples of which may be most recent income tax notice, IR8A form, recent pay-slip or employment contract.

(B) Net Personal Assets Assessment

An individual whose net personal assets exceed S\$2 million (or its equivalent in a foreign currency). In determining the value of an individual's net personal assets, the value of the individual's primary residence:

- Is to be calculated by deducting any outstanding amounts in respect of any credit facility that is secured by the residence from the estimated fair market value of the residence, and
- Is taken to be the lower of; the value calculated under paragraph (i), or S\$1 million.

Our assessment requires documentary support, examples of which may be Title Deed or Property Tax Statement or statements such as CPF, CDP, brokerage, bank, or investments holdings.

(C) Net Financial Assets Assessment

An individual whose net financial assets (net of any related liabilities) exceed S\$1 million (or its equivalent in a foreign currency) where ‘financial asset’ means:

- a deposit as defined in section 4B of the Banking Act 1970;
- an investment product as defined in section 2(1) of the Financial Advisers Act 2001; or
- any other asset as may be prescribed by regulations made under section 341 of the SFA.

Our assessment requires documentary support, examples of which may be brokerage account statements or bank statements for CDP, brokerage, bank accounts or investments holdings.

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Individual Account requests complete: Parts **1, 2** and **3**

Joint Account requests complete: Parts **1, 2,** and **4**

TD Ameritrade Account No.

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Part 1: Identification of Individual to be Assessed as Accredited Investor

Name (as per NRIC/Passport):

NRIC/Passport No.

Part 2: Individual Declaration of Qualification Requirement

Als need to pass **ONE** (1) of the Assessments below. Accordingly, you may choose to complete only one (1) section below.

(A) Personal Income Assessment (Total must not be less than SGD \$300,000)

Income	Value (in SGD)	Preferred Supporting Document
Annual Income in preceding 12 months		Latest Income tax statement (prior year earnings) or recent pay slip(s) (computer generated) to evidence Average Monthly/YTD earnings or 3 bank statements (dated within last 4 months) to evidence Average Monthly earnings.

(B) Net Personal Assets Assessment (Total must exceed SGD \$2,000,000)

Personal Assets	Value (in SGD)	Preferred Supporting Document or Comments
Owner Occupied Property		Title Deed or Property Tax Statement Evidence showing owner occupancy e.g., bank statement issued in the last 3 months showing address.
Less Outstanding Mortgage or Loan (Including: Mortgage, Loans, Linked Debt Obligations)		Bank statement (dated within last 3 months) showing outstanding mortgage or loan
(i) Sub Total of Owner-Occupied Property		If value of Owner-Occupied Property is equal to or exceeds SGD \$1 million, then indicate SGD \$1,000,000.
Investment Property(s) (total if 2 or more)		Title Deed or Property Tax Statement (dated within last 3 months)
Less Total Outstanding Loan (Including: Mortgage, Loans, Linked Debt Obligations)		Bank statement (dated within last 3 months) showing outstanding mortgage or loan
(ii) Sub Total of Investment Property(s)		
Investment or Liquid Assets		CPF/CDP/Brokerage/Investment/Bank Statement (dated within last 3 months)
Less Total liabilities (Including: Margin Debit, Credit Card, or outstanding loan balances)		Financial institution account statement (dated within last 3 months) showing outstanding credit line, margin or other loans or liabilities
(iii) Sub Total of Investment of Cash		
Total Net Personal Assets		Sum the Sub Total of (i)+(ii)+(iii)

Individual Account requests complete: Parts 1, 2 and 3

TD Ameritrade Account No.

Joint Account requests complete: Parts 1, 2, and 4

Grid for TD Ameritrade Account No.

(C) Net Financial Assets Assessment (Total must exceed SGD \$1,000,000)

Table with 3 columns: Financial Assets, Value (in SGD), Preferred Supporting Document or Comments. Rows include Liquid Assets, Investments, Life Insurance Policy, Sub Total of Financial Assets, Less Total related liabilities, and Total Net Financial Assets.

Part 3: Individual Opt-In Confirmation

For Individual Accounts only, all Joint Accounts proceed to part 4.

- (i) In consideration of the Transactions and Services provided by; TDASG, TDAI and TDAC or CSFF as applicable, I hereby consent to being treated as an AI as defined under the SFA by affixing my signature below.
(ii) I affirm and have declared to TDASG, based on the foregoing information and any supplied documents, or the financial assets that will be transferred to TDAI, TDAC and/or CSFF (as the case maybe) when my account is opened, that I am eligible to opt into the AI status.
(iii) I have carefully read and understand the consequences of consenting to being treated by each of TDASG, TDAI, TDAC and/or CSFF (as applicable) as an AI, as disclosed in Annex A.
(iv) I understand that I can inform TDASG of withdrawal of consent to the treatment outlined in paragraph (i) anytime, upon which TDASG, TDAI, TDAC and/or CSFF (as applicable) will cease to treat me as an AI from the Withdrawal Effective Date.
(v) I agree that the above shall be provided on a continuing basis for the entire term of the Client Agreement, and shall, without limitation be deemed repeated on the first Transaction and Service, and at every other Transaction and Service in future.
(vi) I undertake to notify TDASG immediately in the event any of the above information provided ceases to be true, accurate or complete.
(vii) Once my AI status is assessed and qualified, I hereby provide you with my consent, and instruct TDASG to transfer my assets (cash and securities) maintained and kept in my TDASG account to the newly established account with TDAI, TDAC and/or CSFF in the US. With the assets being transferred to the respective FRCs, I confirm and understand that the asset protection afforded under Singapore rules and regulations will be removed, however, the assets protection under the relevant rules and regulations in the U.S. will be duly substituted.
(viii) I have carefully read and understand the Limited Services Agreement which can be accessed through the TDASG website www.tdameritrade.com.sg. By signing in the box below, I confirm and agree to be bound by the terms and conditions as set out in the Limited Services Agreement subject to the qualification as AI.

Name (as per NRIC/Passport):

Signature:

Sign Here X

Date:

Date input grid: | | | - | | | - | | | | |

Individual Account requests complete: Parts **1, 2** and **3**

Joint Account requests complete: Parts **1, 2,** and **4**

TD Ameritrade Account No.

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Part 4: Joint Account Holders

NOTE: Only **one** individual account holder of a joint account is required to qualify as an AI for the entire joint account to be designated as an AI account. However, **all** joint account holders need to opt in as an AI:

- The individual account holder who qualifies as an AI (“**Primary Individual**”) will need to complete and submit Parts 1 and 2 above, and **Parts 4A and 4B** below; and
- the other individual account holder(s) of the joint account who may or may not qualify as AI(s) (“**Secondary Individuals**”) will need to complete Parts **4C and 4D** below. If there are more than one Secondary Individuals, every Secondary Individual will need to complete Parts **4C and 4D** below.

For the avoidance of doubt, note that any Individual Account that you have or may have with TDAI and TDAC or CSFF, if applicable, will be assessed and treated separately from your Joint Account. In order for you to be treated as an AI for your Individual Account, you will need to qualify as an AI and opt in to be treated as AI separately.

Part 4A: Primary Individual Identification

Name (as per NRIC/Passport):

NRIC/Passport No.

Part 4B: Primary Individual Opt-In Identification

- (i) In consideration of the Transactions and Services provided by; TDASG, TDAI and TDAC or CSFF as applicable, I hereby consent to being treated as an AI as defined under the SFA (in respect of the indicated joint account) by affixing my signature below.
- (ii) I affirm and have declared to TDASG, based on the foregoing information and any supplied documents that I am eligible to opt into the AI status in respect of the indicated joint account.
- (iii) I have carefully read and understand the consequences of consenting to being treated by each of TDASG, TDAI, TDAC and/or CSFF (as applicable) as an AI in respect of the indicated joint account, as disclosed in Annex A.
- (iv) I understand that I can inform TDASG of withdrawal of consent to the treatment outlined in paragraph (i) anytime, upon which TDASG, TDAI, TDAC and/or CSFF (as applicable) will cease to treat me as an AI in respect of the indicated joint account from the Withdrawal Effective Date. I further understand that if any account holder of the indicated joint account withdraws their consent to being treated as an AI in respect of the joint account, then TDASG, TDAI, TDAC and/or CSFF (as applicable) will also cease to treat me as an AI in respect of the joint account from the Withdrawal Effective Date.
- (v) I agree that the above shall be provided on a continuing basis for the entire term of each Client Agreement, and shall, without limitation be deemed repeated on the first Transaction and Service, and at every other Transaction and Service in future.
- (vi) I undertake to notify TDASG immediately in the event any of the above information provided ceases to be true, accurate or complete.
- (vii) Once my AI status is assessed and qualified, I hereby provide you with my consent, and instruct TDASG to transfer my assets (cash and securities) maintained and kept in my TDASG account to the newly established account with TDAI, TDAC and/or CSFF in the US. With the assets being transferred to the respective FRCs, I confirm and understand that the asset protection afforded under Singapore rules and regulations will be removed, however, the assets protection under the relevant rules and regulations in the U.S. will be duly substituted.
- (viii) I have carefully read and understand the Limited Services Agreement which can be accessed through the TDASG website www.tdameritrade.com.sg. By signing in the box below, I confirm and agree to be bound by the terms and conditions as set out in the Limited Services Agreement subject to the qualification as AI.

Sign Here

Signature:

X

Date:

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Individual Account requests complete: Parts **1, 2** and **3**

Joint Account requests complete: Parts **1, 2,** and **4**

TD Ameritrade Account No.

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Part 4C: Secondary Individual Identification

Please fill in all the fields below if you are an individual that holds a joint account with a Primary Individual.

Name (as per NRIC/Passport):

NRIC/Passport No.

Part 4D: Secondary Individual Opt-In Confirmation

- (i) In consideration of the Transactions and Services provided by; TDASG, TDAI and TDAC or CSFF as applicable, I hereby consent to being treated as an AI as defined under the SFA (in respect of the indicated joint account) by affixing my signature below.
- (ii) I acknowledge that my basis for opting to be treated as an AI in respect of the indicated joint account is that I hold the joint account with an AI (i.e., the Primary Individual) who has consented to being treated as an AI in respect of the joint account.
- (iii) I have carefully read and understand the consequences of consenting to being treated by each of TDASG, TDAI, TDAC and/or CSFF (as applicable) as an AI in respect of the indicated joint account, as disclosed in Annex A.
- (iv) I understand that I can inform TDASG of withdrawal of consent to the treatment outlined in paragraph (i) anytime, upon which TDASG, TDAI, TDAC and/or CSFF (as applicable) will cease to treat me as an AI in respect of the indicated joint account from the Withdrawal Effective Date. I further understand that if any account holder of the indicated joint account withdraws their consent to being treated as an AI in respect of the joint account, then TDASG, TDAI, TDAC and/or CSFF (as applicable) will also cease to treat me as an AI in respect of the joint account from the Withdrawal Effective Date.
- (v) I agree that the above shall be provided on a continuing basis for the entire term of each Client Agreement, and shall, without limitation be deemed repeated on the first Transaction and Service, and at every other Transaction and Service in future.
- (vi) I undertake to notify TDASG immediately in the event that any of the above information provided ceases to be true, accurate or complete.
- (vii) Once my AI status is assessed and qualified, I hereby provide you with my consent, and instruct TDASG to transfer my assets (cash and securities) maintained and kept in my TDASG account to the newly established account with TDAI, TDAC and/or CSFF in the US. With the assets being transferred to the respective FRCs, I confirm and understand that the asset protection afforded under Singapore rules and regulations will be removed, however, the assets protection under the relevant rules and regulations in the U.S. will be duly substituted.
- (viii) I have carefully read and understand the Limited Services Agreement which can be accessed through the TDASG website www.tdameritrade.com.sg. By signing in the box below, I confirm and agree to be bound by the terms and conditions as set out in the Limited Services Agreement subject to the qualification as AI.

Signature:

Date:

Sign Here X

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If there are more than one Secondary Individuals, please complete Parts 4C and 4D for each of the remaining Secondary Individuals.

Annex A – Copy to be Retained by Client

Consequence of Being Treated as an AI

If you are treated by us as an AI, the regulatory protections otherwise afforded to retail customers are no longer in effect as further explained below.

Content Provisions	Summary of the Content Provisions	How does it affect you if you are treated as an AI?
<p>Securities and Futures (Exemption for Cross-Border Arrangements) (Foreign Related Corporations) Regulations 2021 ("SF(ECBA) (FRC)R")</p>	<p>FRC(s) provide you online brokerage and trading services under the Cross-Border Arrangement with TDASG in reliance on a licensing exemption under the SF(ECBA)(FRC)R, subject to certain conditions being met. FRCs are not licensed by or registered with the MAS in Singapore. It is also generally not subject to the supervision of the MAS or the conduct rules applicable to licensed financial institutions in Singapore, except for certain conditions imposed by the MAS and limited regulations in Singapore which apply to the Cross-Border Arrangement. One of the conditions applicable to the Cross-Border Arrangement require you to qualify as an AI and opt in to be treated by TDAC and TDASG as an AI.</p> <p>As FRC(s) are not subject to the supervision of the MAS or the conduct rules applicable to licensed financial institutions in Singapore, it is thus not subject to the ongoing business conduct requirements to which licensed financial institutions (in particular, CMS licence holders) are generally subject.</p>	<p>TDAI and TDAC or CSSF (if applicable), will not be able to provide you services under the Client Agreement if you do not consent to be treated an AI. You may have to engage other brokers or service providers who are licensed in Singapore instead. These Singapore licensed service providers are subject to the full supervision of the MAS and various business conduct rules in Singapore, whereas TDAI and TDAC or CSSF (if applicable) are primarily subject to the supervision of its home regulator and the various business conduct rules in its home jurisdiction.</p>
<p>Section 275(2) of the SFA, for the purposes of Sections 251(3) or 4(a), 275(1) or 276(1)(b), (2)(b), 3(i)(A) or 4(i)(A) of the SFA</p> <p>Section 305(5) of the SFA, for the purposes of Sections 300(2A) or (2B)(a), 305(1) or 305A(1)(b), 2(i) A or 3(i)A of the SFA</p>	<p><u>Prospectus disclosure and fund authorisation and recognition requirements</u></p> <p>Under the SFA, any person who offers securities, securities-based derivative contracts, and units in collective investment schemes to any persons in Singapore are required to lodge and register with MAS, a prospectus that complies with detailed disclosure requirements prescribed under the SFA, unless exempted. Further, where the products offered are units in collective investment schemes, the collective investment schemes need to be authorised or recognised by the MAS for offers to retail investors in Singapore, and the collective investment schemes need to adhere to the Code on Collective Investment Schemes.</p> <p>The SFA provides for criminal liability for false and misleading statements contained in the prospectus, or material omissions from the prospectus.</p> <p>In addition, certain persons, including the offeror, the issuer, the issuer manager, and the underwriter ("responsible persons") may be liable to compensate any person for losses suffered as a result of the false or misleading statement in or omission from the prospectus.</p> <p>Issuers and offerors are exempt from the prospectus registration requirements under the SFA, if the offers are made to investors in Singapore who qualify as "relevant persons", which includes AI. Secondary and subsequent sales or transfers to relevant persons are also exempt from the prospectus registration requirements, provided that certain conditions are met.</p> <p><u>Advertisement restrictions:</u></p> <p>The SFA prohibits the publishing or dissemination of advertisement referring to an offer or intended offer of securities, securities-based derivatives contracts and units in collective investments, except in certain circumstances. In this regard, certain communications may be made when a preliminary document has been lodged with the MAS, such as the dissemination of information contained in the preliminary document which has been lodged with MAS, to relevant persons (which includes AI).</p>	<p>We do not as a matter of course, offer any investment products (including securities, securities-based derivatives, and units in collective investment schemes) to you under the Transactions and Services.</p> <p>Nonetheless, in the event that we do, any offer made to you in Singapore in your capacity as an AI will be exempt from the detailed prospectus and registration requirements.</p> <p>As a result, the issuer/offeror is not subject to the statutory prospectus liability under the SFA, and you will not be entitled to seek compensation from the responsible persons under the statutory civil liability regime for prospectuses for any losses suffered as a result of any false or misleading statement in or omissions from any offering documents provided to you.</p> <p>You may also receive materials relating to a preliminary document that has been lodged with the MAS, which retail investors would be protected under the SFA from receiving.</p> <p>As a practical effect, you may, as an AI have access to a broader range of securities and funds.</p>

Content Provisions	Summary of the Content Provisions	How does it affect you if you are treated as an AI?
Part III of the Securities and Futures (Licensing and Conduct of Business) Regulations ("SF(LCB)R")	<p><u>Customer money and asset rules</u></p> <p>CMS licence holders have the general obligation to safeguard monies and assets that they receive from or hold on account of customers. In general, more stringent requirements are imposed on CMS licence holders who deal with a retail customer as compared to an AI. For instance, regulations 16(1)(b) and (ba) of the SF(LCB)R pertain to the requirement for a CMS licence holder to deposit moneys received on account of a customer into a trust account. Where the customer is a retail customer, additional safeguards apply to the account into which the CMS licence holder is to deposit the customer's money – in particular, the trust account must either be maintained in Singapore in accordance with the statutory criteria in regulation 17; or where the account is one that is selected by the retail customer, it must be maintained with certain types of financial institutions only and the customer must have legal and beneficial title to the account.</p> <p>In addition, CMS licence holders are required to make certain disclosures to retail customers before depositing their monies and assets with a financial institution.</p>	<p>Under the Cross-Border Arrangement, your trading account will be opened with the FRC and not with TDASG.</p> <p>As such, TDASG will not receive any money or assets directly from you, nor directly hold any money or assets on your account. Instead, TDAC will. TDAC is not subject to the ongoing business conduct requirements to which CMS licence holders are generally subject, and TDAI and TDAC or CSSF (if applicable) will not be required to comply with the rules under Part III of the SF(LCB)R to safeguard your monies and assets. Rather, TDAI and TDAC or CSSF (if applicable) will be subject to the business conduct and customer protection rules in the U.S.</p>
Regulation 47DA(3)(a) of the SF(LCB)R	<p><u>General disclosures</u></p> <p>CMS licence holders who deal in capital market products (other than futures contracts, leveraged spot foreign exchange and over the counter foreign exchange derivatives contracts) must, prior to opening a trading account for a retail customer, provide the retail customer with written disclosures on the risks of investing in such products, and receive from the retail customer a signed acknowledgement that the retail customer has received and understood the nature and contents of the written risk disclosure.</p> <p>Further, CMS licence holders must, prior to entering into any transaction for the sale or purchase of any capital markets products (other than futures contracts, leveraged spot foreign exchange and over the counter foreign exchange derivatives contracts), inform the customer on whether the CMS licence holder is acting in that transaction as principal or agent or intends to act as principal or agent in all transactions of sale or purchase of the abovementioned types of capital markets products.</p>	<p>TDASG is not obliged to provide the statutory disclosures when dealing with AIs.</p> <p>However, we should highlight that your trading account will be opened with TDAI and TDAC or CSSF (if applicable) and not with TDASG under the Cross-Border Arrangement.</p>
Regulation 47E of the SF(LCB)R	<p><u>Risk disclosures</u></p> <p>CMS licence holders must, prior to opening a trading account for the purposes of trading in certain products (including futures contracts) for a retail customer who is not a related corporation of the holder (a) furnish the customer with a separate written risk disclosure document in Form 13; and (b) receive from the customer an acknowledgment signed and dated by the customer that he has received and understood the nature and contents of the risk disclosure document in Form 13.</p>	<p>TDASG is not obliged to provide the risk disclosures when dealing with AIs.</p> <p>However, we should highlight that your trading account will be opened with TDAI and TDAC or CSSF (if applicable) and not with TDASG under the Cross-Border Arrangement.</p>
Regulation 7(3) of the SF(LCB)R	<p><u>Compensation from statutory security deposit available to retail customers</u></p> <p>CMS licence holders who deal in capital market products are required to lodge a security deposit with the MAS, which can be used for compensating retail customers who suffer pecuniary loss as a result of any defalcation committed by the CMS licence holders.</p>	<p>The use of the security deposit for compensation however does not apply to AIs who suffer pecuniary losses, and therefore will not be used under any circumstances to compensate for any loss that you may suffer as a result of any defalcation committed by TDASG.</p> <p>In any case, we should highlight that your trading account will be opened with TDAI and TDAC or CSSF (if applicable) and not with TDASG under the Cross-Border Arrangement.</p>

Content Provisions	Summary of the Content Provisions	How does it affect you if you are treated as an AI?
Regulation 40(1A) (b), SF(LCB)R	<p><u>Provision of statement of accounts</u></p> <p>CMS licence holders are required to furnish customers with monthly and quarterly statement of account that contains particulars as prescribed under regulation 40(2) of the SF(LCB)R.</p> <p>The types of information required under Regulation 40 of the SF(LCB)R are as follows: (i) transactions to purchase or sell securities or units in a collective investment scheme entered into by the customer and the price at which the transactions are entered into; (ii) a list of derivatives contracts entered into by the customer and spot foreign exchange contracts for the purposes of leveraged foreign exchange trading entered into by the customer that are outstanding and have not been liquidated, the prices at which such contracts were acquired, and the net unrealised profits or losses of the customer in all such contracts marked to the market; (iii) the status of every asset in the CMS licence holder’s custody held for the customer, including any asset deposited with a third party that is used for the lending of specified products under regulation 33 of the SF(LCB)R or held as collateral under regulation 34 of the SF(LCB)R; (iv) the movement of every asset of the customer, the date of and reasons for such movement, and the amount of the asset involved; (v) the movement and balance of money received on account of the customer within the meaning of regulation 15(2) of the SF(LCB)R; and (vi) a detailed account of all financial charges and credits to the customer’s account during the monthly statement period, unless the detailed account of financial charges and credits has been included in any contract note or tax invoice issued by the CMS licence holder to the customer.</p> <p>The types of information required under Regulation 40(3) are assets, derivatives contracts of the customer and spot foreign exchange contracts for the purposes of leveraged foreign exchange trading of the customer that are outstanding and have not been liquidated and cash balances (if any) of the customer as a the end of that quarter.</p>	<p>Where you are treated as an AI, TDASG is exempt from complying with the requirement to furnish monthly and quarterly statement to you, provided that either: (a) TDASG has made available to you (on a real time basis), the prescribed particulars in the form of electronic records stored on an electronic facility and you have requested in writing not to receive the statement of account, or (b) you have consented in writing not to receive such statements.</p> <p>Subject to other exemptions available in the regulations, the above option is not available to TDASG, if you are a retail investor.</p> <p>As the trading account is opened with TDAI and TDAC or CSSF (if applicable), any statement of accounts will be provided by TDAI and TDAC or CSSF (if applicable) to you in accordance with applicable regulations to which TDAI and TDAC or CSSF (if applicable) are subject. By providing the opt-in confirmation, you also consent not to receive any separate statement of accounts from TDASG.</p>