



# Schwab Personal Choice Retirement Account® (PCRA) Limited Power of Attorney (LPOA) Form For a Participant

www.schwab.com | 1-888-393-7272

## 1. Introduction

This form is necessary in order to give you the authority to place trade orders in your Schwab PCRA. Please complete **all** sections of this form. This form and your signature must be completed in ink. Please include the date the form was completed in the signature box. Please mail the original form to your Retirement Plan Services Provider.

We respect your privacy and will not sell your application or other personal information to anyone. We may later use the information to work in conjunction with your Independent Recordkeeper to open your account and provide you service on the account, as well as to notify you about products and services you may find useful. Read about Schwab's privacy and security policy at [www.schwab.com/privacy](http://www.schwab.com/privacy).

## 2. Your Personal Information

This form is used to complete the account opening process for a PCRA. A separate LPOA form must be completed for each account being established.

Note: Your Plan may or may not allow you to have multiple PCRA's, including a Roth PCRA. If your Plan does not allow you to have more than one PCRA or a Roth PCRA, this form will be declined by your Independent Recordkeeper.

Which type of account do you wish to establish with this form?

- Traditional PCRA       Roth PCRA (if your Plan allows)

Retirement Plan Name/Employer*
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Name (First) _____ (Middle) _____ (Last) _____				
Physical Address (required; no P.O. boxes) _____		City _____	State _____	Zip Code _____
Mailing Address (if different from above; P.O. boxes may be used) _____		City _____	State _____	Zip Code _____
Home Telephone Number _____	Business Telephone Number _____	Cellular Telephone Number _____	Email Address† _____	
Date of Birth (mm/dd/yyyy) _____		Social Security Number _____		Mother's Maiden Name _____
ID Number _____		Place of Issuance _____		Expiration Date (mm/dd/yyyy) _____
<input type="checkbox"/> Driver's License <input type="checkbox"/> State <input type="checkbox"/> Passport				
Country(ies) of Citizenship (Must list all.)			Country of Legal Residence*	
<input type="checkbox"/> USA <input type="checkbox"/> Other: _____			<input type="checkbox"/> USA <input type="checkbox"/> Other: _____	

Securities industry regulations require that we collect the following information:

Employment Status (Check only one.)		Employer Name/Business Name _____	
<input type="checkbox"/> Employed <input type="checkbox"/> Self-Employed <input type="checkbox"/> Retired <input type="checkbox"/> Homemaker <input type="checkbox"/> Student <input type="checkbox"/> Not Employed			
Occupation (If you selected "Employed" or "Self-Employed," select one option that best describes your occupation.)			
<input type="checkbox"/> Business Owner/Self-Employed	<input type="checkbox"/> Financial Services/Banking Professional	<input type="checkbox"/> Military	<input type="checkbox"/> Consultant
<input type="checkbox"/> Executive/Senior Management	<input type="checkbox"/> Information Technology Professional	<input type="checkbox"/> Educator	<input type="checkbox"/> Other (specify): _____
<input type="checkbox"/> Medical Professional	<input type="checkbox"/> Other Professional	<input type="checkbox"/> Clerical/Administrative Services	
<input type="checkbox"/> Legal Professional	<input type="checkbox"/> U.S. Government Employee (Federal/State/Local)	<input type="checkbox"/> Trade/Service (Labor/Manufacturing/Production)	
<input type="checkbox"/> Accounting Professional	<input type="checkbox"/> Foreign Government Employee (Non-U.S.)	<input type="checkbox"/> Sales/Marketing	

\*If you are unsure about your retirement plan name, please confirm with your human resources or benefits department.

†By providing your email address, you consent to receiving email from Schwab. Information about opting out of certain email communications is provided at [www.schwab.com/privacy](http://www.schwab.com/privacy).

\*If you have indicated your legal residency is outside the U.S., please attach a completed W-9 form (available at [www.irs.gov](http://www.irs.gov)).



**2. Your Personal Information** (Continued)

Business Street Address	City	State	Zip Code
Are you affiliated with or employed by a stock exchange or member firm of an exchange or FINRA, or a municipal securities broker-dealer? <input type="checkbox"/> No <input type="checkbox"/> Yes (If "yes," you must attach a letter from your employer approving the establishment of your account when submitting this application.)*			
Are you a director, 10% shareholder, or policy-making officer of a publicly held company? <input type="checkbox"/> No <input type="checkbox"/> Yes (If "yes," enter company name _____ and trading symbol _____.)			
Marital Status <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Divorced		Number of Dependents	

\*Attach a Rule 3210/407 letter from a company Compliance Officer if licensed by a securities firm.

**3. Create Your Investment Profile** Securities industry regulations require that we request this information.

<b>Overall Investment Objective of Account:<sup>†</sup></b>	<b>Investment Knowledge:</b>	<b>Investment Experience:</b>	<b>Federal Income Tax Bracket:</b>	<b>Annual Income:</b>	<b>Liquid Net Worth:</b>
<input type="checkbox"/> Capital Preservation	<input type="checkbox"/> None	<input type="checkbox"/> None	<input type="checkbox"/> 10%	<input type="checkbox"/> Under \$15,000	<input type="checkbox"/> Under \$25,000
<input type="checkbox"/> Income	<input type="checkbox"/> Limited	<input type="checkbox"/> Limited	<input type="checkbox"/> 12%	<input type="checkbox"/> \$15,000–\$24,999	<input type="checkbox"/> \$25,000–\$49,999
<input type="checkbox"/> Growth	<input type="checkbox"/> Good	<input type="checkbox"/> Good	<input type="checkbox"/> 22%	<input type="checkbox"/> \$25,000–\$49,999	<input type="checkbox"/> \$50,000–\$99,999
<input type="checkbox"/> Speculation	<input type="checkbox"/> Extensive	<input type="checkbox"/> Extensive	<input type="checkbox"/> 24%	<input type="checkbox"/> \$50,000–\$99,999	<input type="checkbox"/> \$100,000–\$249,999
			<input type="checkbox"/> 32%	<input type="checkbox"/> \$100,000 or More	<input type="checkbox"/> \$250,000 or More
			<input type="checkbox"/> 35%		<input type="checkbox"/> Specify: _____
			<input type="checkbox"/> 37%		
			<input type="checkbox"/> Other: _____		

<sup>†</sup>Investment Objective Definitions: **Capital Preservation:** The objective of capital preservation is to protect your initial investment by choosing investments that minimize the potential of any loss of principal. The long-term risk of capital preservation is that the returns may not be adequate to offset inflation. **Income:** The primary objective of an income strategy is to provide current income rather than long-term growth of principal. **Growth:** The objective of a growth strategy is to increase the value of your investment over time while recognizing a high likelihood of volatility. **Speculation:** A speculator's objective is to assume a higher risk of loss in anticipation of potentially higher-than-average gain by taking advantage of expected price changes.

**4. Add a Trusted Contact Person** (Optional)

**Trusted Contact Designation**

A Trusted Contact Person ("Trusted Contact")\* is a resource Schwab, and your advisor (if you have one), may contact on your behalf, if necessary, to attempt to address concerns regarding potential financial exploitation, or in communicating with you regarding issues related to your account(s). A Trusted Contact will not be able to view your account information, execute transactions in your account(s), or inquire about account activity, unless that person has that authority through another role on the account(s), such as a trustee or power of attorney. Providing Schwab with Trusted Contact information is voluntary. We encourage you to provide two Trusted Contacts in the event that one is not reachable in the future.

- Schwab suggests that your Trusted Contact(s) be someone other than your financial consultant or investment advisor.
- You may name up to two Trusted Contacts.
- The person(s) you name as Trusted Contact(s) will be the Trusted Contact(s) on all of your Schwab accounts, as provided for in your account agreement.
- For multiple-party accounts, each party can name separate Trusted Contacts.
- The Trusted Contact(s) must be at least 18 years old.

**Trusted Contact Information**

Trusted Contact information provided on this form will replace all Trusted Contact information currently on file.

**Person 1**

If you have no changes to your existing Trusted Contact, please skip this section.

Name (Title, First)	(Middle Name)	(Last Name, Suffix)
Relationship (Please select only one.)		
<input type="checkbox"/> Spouse <input type="checkbox"/> Partner <input type="checkbox"/> Child <input type="checkbox"/> Parent <input type="checkbox"/> Sibling <input type="checkbox"/> Friend <input type="checkbox"/> Other		

\*If you provide a Trusted Contact Person(s) to Schwab, you understand that you have authorized Schwab and your advisor (if you have one) to contact the Trusted Contact Person(s) at their discretion and to disclose information about your account to address possible activities that might indicate financial exploitation of you; to confirm the specifics of your current contact information, health status (including physical or mental capacity), or the identity of any legal guardian, executor, trustee, or holder of a power of attorney on your account(s); or as otherwise permitted by FINRA rules or state law. For more information, please see your Schwab Account Agreement, which is available at schwab.com/accountagreement.



**4. Add a Trusted Contact Person** (Optional) (Continued)**Person 1** (Continued)

Please provide at least one method of contact for each Trusted Contact listed.

Mailing Address (No P.O. Boxes)		City	
State or Province	Country	Postal or Zip Code	
Home Phone	Mobile Phone	Email Address	

**Person 2**

If you have no changes to your existing Trusted Contact, please skip this section.

Name (Title, First)	(Middle Name)	(Last Name, Suffix)
Relationship (Please select only one.)		
<input type="checkbox"/> Spouse <input type="checkbox"/> Partner <input type="checkbox"/> Child <input type="checkbox"/> Parent <input type="checkbox"/> Sibling <input type="checkbox"/> Friend <input type="checkbox"/> Other		

Please provide at least one method of contact for each Trusted Contact listed.

Mailing Address (No P.O. Boxes)		City	
State or Province	Country	Postal or Zip Code	
Home Phone	Mobile Phone	Email Address	

**5. Agreement**

By signing this form, you ("Participant") and Charles Schwab & Co., Inc. ("Schwab") agree that the authority conferred on Participant by the Plan Sponsor, Plan Trustees ("Trustees") or the Recordkeeper for the Plan, as the case may be, in accordance with the Schwab Personal Choice Retirement Account® (PCRA) Limited Power of Attorney (LPOA) Form for a Participant, shall be exercised according to the following terms and conditions. If you are the beneficiary of a deceased Participant, you will be considered the "Participant" for purposes of this form.

**Worthless and Non-Transferable Securities.**

Schwab reserves the right to remove from your Account any security that is deemed to have been cancelled or otherwise invalidated. In determining that a security has been cancelled or invalidated, you agree that we have derived information on such assets from you or from third parties and we are not responsible for the accuracy or reliability of any information regarding these assets. Cancelled or invalid securities may include, but are not limited to, bankruptcy or charter or registration revocation. Schwab will notify you if it has removed a cancelled or otherwise invalid security from your Account. Unless you provide Schwab with evidence of the validity of the security within sixty (60) days of the notice of removal, you agree to waive any claim to any future distribution from the security and agree to indemnify and hold Schwab harmless from any claims, liability, or damages resulting from the removal of such security. If you provide Schwab with evidence of the validity of the security from an

independent third party within 60 days of receiving the notice of removal, Schwab will reinstate your position.

In addition, Schwab reserves the right to charge an additional servicing fee for securities for which Schwab cannot identify a transfer agent (a "Non-Transferable Security"). The existence of a Non-Transferable Security in your Account may be noted with a notation of "N/A" for the value of that position on your account statements.

**Unclaimed Property.** To the extent applicable to your account, the unclaimed property law requires us to turn over to the state of your last known address (as shown in our records) personal property which is unclaimed by its owner for a set period of time. Personal property includes assets in customer accounts (including your Schwab One® Account) as well as uncashed dividend checks and other Schwab checks payable to customers. In general, personal property is considered unclaimed if you have not performed at least one of the following activities within the period of time set by the state:

- Made a deposit, trade or withdrawal in your account.
- Written to or otherwise contacted us about your account.
- Otherwise shown an interest in your account.

Before we turn over the assets in your account (if any), we will, as required by law, send a notice to the address we currently show on your account statement.

You may recover unclaimed property turned over to a state by contacting that state.

**Removal of Non-Publicly Traded Securities From Your Account.**

Schwab may ask you to remove any Non-Publicly Traded Security from your Account at any time and for any reason. In the event that Schwab asks you to remove a Non-Publicly Traded Security from your Account, and you do not request a distribution of the Non-Publicly Traded Security from your Account, remove it from your Account, or transfer it to another custodian within sixty (60) days after Schwab provides you written notice that it will no longer hold the Non-Publicly Traded Security, you authorize and direct Schwab to distribute or transfer the Non-Publicly Traded Security directly to you. If the Non-Publicly Traded Security is represented by a physical certificate in Schwab's possession, Schwab will return the physical certificate to you. If the Account is a retirement plan brokerage custodial account (including a Company Retirement Account [CRA] or Personal Choice Retirement Account [PCRA]) subject to the terms of this Agreement, the Non-Publicly Traded Security may be distributed upon direction of the Trustee or other applicable fiduciary or agent of the plan to the participant in whose Account the Non-Publicly Traded Security is invested, or to the extent not practicable, transferred to the Trustee or other applicable fiduciary or agent to hold the Non-Publicly Traded Security on behalf of the plan. If the Non-Publicly Traded Security is represented by a physical certificate in Schwab's possession, Schwab will transfer the physical certificate to the participant (if so directed by the Trustee or other applicable fiduciary or agent for the plan) or to the Trustee or other applicable

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## 5. Agreement (Continued)

fiduciary or agent of the plan, as applicable. If the Non-Publicly Traded Security is not certified, you agree that Schwab may remove the security from the Account by notifying the issuer to re-register the position in your name, or in the case of a retirement plan brokerage custodial account, in the name of the Trustee or other applicable plan fiduciary for benefit of the plan and remove Schwab as custodian. You agree to indemnify and hold Schwab harmless for your failure to remove or transfer a Non-Publicly Traded Security after Schwab has notified you that Schwab is no longer willing to hold the security in the Account. You agree that you are also solely responsible for any tax consequences associated with the removal of the Non-Publicly Traded Security from your Account.

**PCRA Fees.** The Retirement Plan Service Provider, Trustee or Recordkeeper may charge additional fees for opening and maintaining Participant's PCRA. Find transaction fees and commissions for trades placed in your PCRA in the *Charles Schwab Pricing Guide for Retirement Plan and Health Savings Accounts*.

**Understanding Our Agreement.** Participant agrees to:

- Agree and be bound by the Schwab One® Account Agreement;
- Read other agreements relating to Participant's PCRA;
- Read amendments to the agreements;
- Contact a Schwab representative if Participant does not receive or understand the agreements or amendments; and
- Be bound by the terms of these agreements and all amendments.

If features are added to Participant's PCRA after it is opened, Participant agrees to be bound by the terms in the agreements relating to these features.

**Electronic Services.** Participant authorizes Schwab to act on Participant's instructions, whether written, oral or provided by Participant through any of Schwab's Electronic Services.

### Role of Charles Schwab & Co., Inc.

Participant acknowledges that:

- Participant, and not Schwab, is responsible for determining the nature, potential value and suitability of any particular security, transaction or investment strategy;
- Schwab will not give legal or tax advice;
- Schwab is in no way responsible for supervising or monitoring trading in Participant's PCRA;
- Participant understands that no investments will be made with respect to Participant's PCRA except as Participant specifically instructs Schwab; and
- Purchases and sales of securities in Participant's PCRA are subject to commissions and transaction fees.

Schwab agrees that it is responsible for determining the nature, potential value and suitability of any particular security, transaction or investment strategy for Participant **only** (1) if required by applicable law, or (2) if:

- A Schwab representative gives advice directly to Participant; and
- The advice is clearly identified as a Schwab recommendation for Participant to enter into a particular transaction or to buy or sell a particular security.

**Credit Verification.** Participant authorizes Schwab to inquire from any source, including a consumer reporting agency, as to Participant's creditworthiness and ongoing eligibility for the account at any time throughout the life of the account, and thereafter for debt collection or investigative purposes.

**Authorization to Trade for PCRA.** Participant may place trading orders for Participant's PCRA pursuant to the LPOA. The Plan Sponsor, Trustees or Recordkeeper may revoke the LPOA at any time by giving written notice to Schwab. Participant agrees not to take any actions that exceed Participant's authority under the LPOA or any other agreement between Participant and the Trustees or Independent Recordkeeper or Plan Sponsor with respect to which the PCRA is opened.

**Appointment of Limited Power of Attorney for Third Party.** By execution of a Schwab Personal Choice Retirement Account® Limited Power of Attorney Form to Authorize a Third Party, including a Schwab Personal Choice Retirement Account Limited Power of Attorney Form to Authorize an Investment Advisor, Participant may grant authority to an Attorney-In-Fact to trade in Participant's PCRA but not to make withdrawals. The ability to work with a third party, including a professional money manager, varies by retirement plan.

**Mutual Fund Minimum Investments.** Participant acknowledges that mutual funds require a specified minimum investment, and that until sufficient amounts have been deposited into Participant's PCRA, it will not be possible to invest in such mutual funds.

**Uninvested Funds.** All uninvested funds held within Participant's PCRA will be automatically invested (swept) into the sweep vehicle that your Plan Sponsor has selected. It is the responsibility of Participant to allocate funds to other investments, if so desired, once funds have been invested (swept) into the sweep vehicle.

**Trading Restrictions.** PCRA may not include trading on collectibles, currencies, precious metals, real estate, futures, commodities, private placements, margin accounts or short sales. This list does not apply to shares of mutual funds, exchange-traded funds, or other investment vehicles that may be authorized under the Plan and may offer exposure to futures, commodity markets, or make investments in the types of assets listed above. If specifically allowed by Participant's retirement plan, Participant may be able to write covered calls, buy protective puts, and write cash-secured equity puts. Participant must complete a Schwab Options Application to be approved to trade options. Participant's retirement plan may have other trading restrictions that limit Participant's investment options.

**Compliance With Applicable Law.** Participant will comply with all applicable state and federal securities laws.

**Information.** Participant will provide promptly any information reasonably requested by Schwab concerning the management of Participant's PCRA or compliance with this Agreement. If questions arise concerning compliance with any law, Participant will take any action believed by Schwab to be necessary and proper to ensure compliance with applicable law. Schwab has no duty to supervise or monitor Participant's management of Participant's PCRA or compliance with applicable laws. Schwab may disclose Participant's name, address and share position upon request to companies whose securities are held in Participant's PCRA, unless Participant notifies Schwab in writing not to disclose this information.

**Indemnification.** Participant will indemnify and hold harmless Schwab, its affiliates and their directors, officers and employees from and against all claims, actions, costs and liabilities, including attorneys' fees, arising out of or relating to:

- Any breach by Participant of any provision of this Agreement;
- Any dispute between Participant and Plan Sponsor; and
- Any dispute between Participant and the Trustee(s) (or Recordkeeper [if applicable]) except when Charles Schwab Bank, or any of its affiliates, acts as the Trustee(s) (or Recordkeeper [if applicable]) for Participant's plan assets.

**Trade Confirmations and Account Statements.** Unless the Plan Sponsor, Trustee(s) or Institution direct otherwise, Schwab will send trade confirmations and account statements to Participant and, if requested by the Plan Sponsor, Trustee(s) or Institution, to the Plan Sponsor, Trustee(s) or Institution and other parties as directed.

**Your Participation and Consent to Enroll in Schwab's Cash Features Program.** The Cash Features Program is a service that offers certain cash features (each a "Cash Feature") to permit uninvested cash (the "Free Credit Balance") in your Participant brokerage accounts under the Plan to earn income while you decide how those funds should be invested longer term.

All uninvested funds held within your Account will be automatically invested (swept) into the Cash Feature selected by your Plan Sponsor or Trustee. If you have questions about your Plan's Cash Feature selection, please contact your Plan Sponsor or Trustee.

You understand that the terms and conditions of the Cash Features Program and of each Cash Feature are set forth in the Cash Features Disclosure Statement.

You understand that your Plan Sponsor has instructed and directed Schwab to include the Free Credit Balance under the Plan in the Cash Features Disclosure Statement, and that by your use of the Account you are consenting to the



## 5. Agreement (Continued)

terms related to the Cash Feature selected on behalf of the Plan.

You understand and agree that Schwab may (1) make changes to the terms and conditions of the Cash Features Program; (2) make changes to the terms and conditions of any Cash Feature; (3) change, add, or discontinue any Cash Feature; (4) change the Plan's and/or any Participant's investment from one Cash Feature to another if the Plan and/or any Participant, as applicable, becomes ineligible for the current Cash Feature or the current Cash Feature is discontinued; and (5) make any other changes to the Cash Features Program or Cash Feature as allowed by law. Schwab will notify you in writing of changes to the terms of the Cash Features, changes to the Cash Features we make available, or changes to the Cash Features Program prior to the effective date of the proposed change.

**Liquidation.** If for any reason Participant's PCRA has insufficient funds to cover the purchase price of any trade or a fee, Schwab may take appropriate steps in its discretion to complete, cancel or liquidate one or more transactions or investments. Additionally, Schwab may, on direction from an authorized party, which may include the Plan Sponsor, Trustee(s) or Institution, liquidate one or more transactions or investments in order to address corrections which may be required pursuant to the provisions of the plan document, the Employee Retirement Income Security Act of 1974, as amended (ERISA), or the Internal Revenue Code of 1986, as amended (IRC), including, but not limited to, the correction of excess annual additions pursuant to IRC 415, of excess contributions pursuant to IRC 401(k), of excess aggregate contributions pursuant to IRC 401(m) and of excess deferrals pursuant to IRC 402(g), to the extent that Schwab has either been informed by the authorized party that such correction is required or has the responsibility for the determination of the need for such correction pursuant to the terms of the Schwab One® Account Agreement and any other applicable agreements between Schwab and the authorized party.

**Entire Agreement.** This Agreement contains all of the agreements, representations and understandings made between Participant and Schwab.

**Waivers.** The failure of either party at any time to require performance by the other party of any provision of this Agreement will not affect in any way the right to require such performance at any time thereafter. The waiver by either party of a breach of any provisions hereof will not be taken or held to be a waiver of the provision itself.

**Governing Law.** This Agreement, and all future agreements you shall enter into with Schwab, unless otherwise indicated on such other agreement, shall be governed by the law (but not the choice or law doctrines) of the state of California. This is the case regardless of whether you reside or transact business with Schwab in California or elsewhere, except that the section entitled "Arbitration" shall be governed by the Federal Arbitration Act.

**Impartial Lottery for Securities Subject to Partial Call or Partial Redemption.** If Schwab holds securities for you in street name, in Schwab's name, or in bearer form that are subject to partial call or partial redemption, then in the case of a partial call or partial redemption, Schwab will use an impartial lottery system to select the securities to be called or redeemed from among accounts holding those securities. For a description of Schwab's lottery system, please visit [www.schwab.com/PartialCalls](http://www.schwab.com/PartialCalls). If you would like a printed description of Schwab's lottery system mailed to you, please contact a Schwab representative at 1-888-393-7272.

**Notice to Canadian Residents.** Schwab is not registered as a broker-dealer in Canada; we are relying upon an exemption from the broker-dealer registration requirement to act as a broker-dealer. Therefore, Schwab and its agents are not subject to the full regulatory requirements otherwise applicable under Canadian securities legislation.

## 6. Required Arbitration Disclosures

Regulatory authorities require that any brokerage agreement containing a predispute arbitration agreement must disclose that this agreement contains a predispute arbitration clause. This Agreement contains a predispute arbitration clause. By signing an arbitration agreement, the parties agree as follows:

- All parties to this Agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.
- Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
- The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
- The arbitrators do not have to explain the reason(s) for their award unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 20 days prior to the first scheduled hearing date.
- The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
- The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.
- The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this Agreement.

No person shall bring a putative or certified class action to arbitration, nor seek to enforce any predispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until:

1. the class certification is denied;
2. the class is decertified; or

3. the customer is excluded from the class by the court.

Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this Agreement except to the extent stated herein.

**Arbitration Agreement.** Any controversy or claim arising out of or relating to (i) this Agreement, any other agreement with Schwab, an instruction or authorization provided to Schwab or the breach of any such agreements, instructions, or authorizations; (ii) the Account, any other Schwab account or Services; (iii) transactions in the Account or any other Schwab account; (iv) or in any way arising from the relationship with Schwab, its parent, subsidiaries, affiliates, officers, directors, employees, agents or service providers ("Related Third Parties"), including any controversy over the arbitrability of a dispute, will be settled by arbitration.

This arbitration agreement will be binding upon and inure to the benefit of the parties hereto and their respective representatives, attorneys-in-fact, heirs, successors, assigns and any other persons having or claiming to have a legal or beneficial interest in the Account, including court-appointed trustees and receivers. This arbitration agreement will also inure to the benefit of third-party service providers that assist Schwab in providing Services ("Third-Party Service Providers") and such Third-Party Service Providers are deemed to be third-party beneficiaries of this arbitration agreement.

The parties agree that this arbitration agreement will apply even if the application to open the Account is denied and will survive the closure of your Account and/or the termination of services rendered under this Agreement.

Such arbitration will be conducted by, and according to the securities arbitration rules and regulations then in effect of, the Financial Industry Regulatory Authority (FINRA) or any national securities exchange that provides a forum for the arbitration of disputes, provided that Schwab is a member of such national securities exchange at the time the arbitration is initiated. Any party may initiate arbitration by filing a written claim with FINRA or such eligible national securities exchange. If arbitration before FINRA or an eligible national securities exchange is unavailable or impossible for any reason, then such arbitration will be conducted by, and according to the rules and regulations then in effect of, the American Arbitration Association (AAA). If arbitration before the AAA is unavailable or impossible for any reason, the parties agree to have a court of competent jurisdiction appoint three (3) arbitrators to resolve any and all disputes or controversies between or among the parties. Each party shall bear its own initial arbitration costs, which are determined by the rules and regulations of the arbitration forum. In the event of financial hardship, the arbitration forum may waive certain costs in accordance with such rules. At the conclusion of the hearing, the arbitrators will decide how to assess the costs of the arbitration among the parties.



6. Required Arbitration Disclosures (Continued)

Any award the arbitrator makes shall be final and binding, and judgment on it may be entered in any court having jurisdiction. This arbitration agreement shall be enforced and interpreted exclusively in accordance with applicable federal laws of the United States, including the Federal Arbitration Act. Any costs, fees or taxes involved in enforcing the award shall be fully assessed against and paid by the party resisting enforcement of said award. For FINRA arbitrations, FINRA will appoint a single public arbitrator in customer cases decided by one arbitrator. In customer cases decided by three arbitrators, investors have the option of choosing an arbitration panel with two public arbitrators and one non-public arbitrator (Majority-Public Panel Rule) or a panel of all public arbitrators (Optional All-Public Panel Rule). If the customer declines to elect a panel selection method in writing by the applicable deadline, the Majority-Public Panel Rule for selecting arbitrators will apply.

All notices from one party to the other involving arbitration shall be considered to have been fully given when so served, mailed by first-class, certified or registered mail, or otherwise given by other commercially accepted medium of written notification.

In addition to the above provisions, if a party to this Agreement is or becomes a non-U.S. resident at the time of any controversy subject to this arbitration agreement, such party acknowledges and agrees to the following additional provisions:

- (1) The rules of the organization administering the arbitration specifically provide for the formal designation of the place at which the arbitration is to be held.
(2) Entering into this Agreement constitutes consent to submit to the personal jurisdiction of the courts of the state of California, U.S.A., to interpret or enforce any or all of these

arbitration provisions. Judgment on any arbitration award may be entered in any court having jurisdiction, or application may be made to such court for judicial acceptance of the award and an order of enforcement, as the case may be.

- (3) The exclusive language to be used by the parties and the arbitrators in the arbitration proceedings shall be English. Any party wishing an interpreter shall make all arrangements directly with the interpreter and shall assume all costs of the service.
(4) If a party is a foreign government or state, state-owned or state-operated enterprise or other instrumentality of a foreign government or state, such party waives all rights of sovereign immunity and neither the Federal Act of State doctrine nor the doctrine of sovereign immunity shall apply insofar as any enforcement in courts located in the U.S.A. is concerned.

I certify, under penalties of perjury, that (1) the Taxpayer Identification Number shown is correct; (2) I am not subject to backup withholding due to a failure to report interest and dividend income; (3) I am a U.S. person (a U.S. citizen or U.S. resident alien); and (4) I am exempt from Foreign Account Tax Compliance Act (FATCA) reporting.

I understand I must cross out item 2 above if I have been notified by the IRS that I am subject to backup withholding as a result of dividend or interest underreporting and I have not received a notice from the IRS advising me that backup withholding is terminated.

THE INTERNAL REVENUE SERVICE DOES NOT REQUIRE YOUR CONSENT TO ANY PROVISION OF THIS DOCUMENT OTHER THAN THE CERTIFICATIONS REQUIRED TO AVOID BACKUP WITHHOLDING.

THE AGREEMENT WITH SCHWAB INCLUDES A PREDISPUTE ARBITRATION CLAUSE. YOU ACKNOWLEDGE RECEIPT OF THE PREDISPUTE ARBITRATION CLAUSE CONTAINED IN SECTION 6, PAGES 5-6, OF THE SCHWAB PERSONAL CHOICE RETIREMENT ACCOUNT® LIMITED POWER OF ATTORNEY FOR A PARTICIPANT FORM.

BY SIGNING THIS AGREEMENT, I ACKNOWLEDGE THAT I HAVE RECEIVED A COPY OF THE ACCOUNT TERMS TO RETAIN FOR MY RECORDS.

Signature and Date Required
X
Participant Signature Print Name Date

Please return the completed form (pages 1 through 6) with your original signature to your Retirement Plan Services Provider. Please keep a copy for your records.



# Cash Features Program General Terms and Conditions

The automatic investment of your free credit balance, including the frequency and the amount of each sweep, is governed by the terms and conditions set forth in the Cash Features Disclosure Statement and in the Account Agreement applicable to your account. The material in this document is intended for informational purposes only. If there is any conflict between the descriptions in this document and the terms of the Cash Features Disclosure Statement, the Cash Features Disclosure Statement will control.

<b>How the Cash Features Program Works</b>	<p>Schwab’s Cash Features Program is the service (described in the Cash Features Disclosure Statement) that we provide to automatically invest, or “sweep,” the free credit balance in your account into a liquid investment to earn interest. The program permits you to earn income while you decide how those funds should be invested longer term.</p>
<b>Available Cash Feature</b>	<p>The available cash features currently consist of:</p> <ul style="list-style-type: none"> <li>▪ The free credit balance in your eligible account (the “Schwab One® Interest feature”), on which Schwab pays interest;</li> <li>▪ Interest-bearing deposit accounts at one or more of our affiliated banks (the “Bank Sweep feature” for most accounts and the “Bank Sweep for Benefit Plans feature” for retirement plan accounts); and</li> <li>▪ For some accounts, one or more affiliated money market mutual funds (the “Money Fund Sweep feature”).</li> </ul>
<b>Eligibility</b>	<p>Eligibility for each cash feature is based on the registered ownership and the type of account. Not all account registrations and account types will be eligible for all cash features. Some account registrations and account types will be eligible for only one cash feature. Please see your Account Application and the Cash Features Disclosure Statement for more complete eligibility details.</p>
<b>Duty to Monitor Eligibility for Cash Features</b>	<p>It is your responsibility to monitor your eligibility for the cash features and determine the best cash feature available to you. Schwab is not responsible for contacting you if you are, or later become, eligible for other higher-yielding cash features.</p>
<b>Interest Rates and Yields</b>	<p>The interest rates and yields for the different cash features vary over time. There is no guarantee that the interest rate and yield on any particular cash feature will be or will remain higher than the interest rate and yield on any other cash features over any period. Current interest rates and yields can be obtained by contacting your independent investment advisor or your Financial Consultant, or by calling us at 1-800-435-4000. If you already have an account, you can visit our website at <a href="http://www.schwab.com/sweep">www.schwab.com/sweep</a>. If your account is an Advisor Services account, please contact your advisor, visit <a href="http://www.schwab.com/SA_sweep">www.schwab.com/SA_sweep</a>, or call Schwab Alliance at 1-800-515-2157.</p> <ul style="list-style-type: none"> <li>▪ The interest rate on the Schwab One Interest feature is set by Schwab. We may seek to pay as low a rate as possible consistent with our views of competitive necessities. With certain exceptions, the rate will be tiered based upon the overall free credit balance within your account.</li> <li>▪ The interest rate on the Bank Sweep feature is set by our affiliated bank(s), which may seek to pay as low a rate as possible consistent with their views of competitive necessities. Retirement accounts will be paid a reasonable rate consistent with applicable legal and regulatory requirements. With certain exceptions, the rate will be tiered based upon your account type and the combined amount of your account’s Bank Sweep deposits at our affiliated bank(s).</li> </ul>

**Brokerage Products: Not FDIC-Insured • No Bank Guarantee • May Lose Value**

<p><b>Interest Rates and Yields</b></p> <p>(Continued)</p>	<ul style="list-style-type: none"> <li>▪ The interest rate on the Bank Sweep for Benefit Plans feature is set by our affiliated bank(s), which intend to pay interest consistent with reasonable rate provisions of applicable legal and regulatory requirements. This may be lower than some competitors' rates. Interest rates do not vary by tiers and do not vary based on your cash balances.</li> <li>▪ Money market mutual funds offered through the Money Fund Sweep feature seek to achieve the highest yield (less fees and expenses) consistent with prudence and their investment objectives.</li> </ul> <p>Cash features are not intended to be long-term investments, and yields on any of our cash features may be lower than those of similar investments or deposit accounts offered outside the Cash Features Program. If you desire to maintain cash balances for other than a short-term period and/or are seeking the highest yields currently available in the market, please contact your Schwab representative or visit <a href="http://www.schwab.com/cash">www.schwab.com/cash</a> for investment options that may be available outside of the Cash Features Program to help maximize your return potential consistent with your investment objectives and risk tolerance. If your account is an Advisor Services account, please contact your advisor, visit <a href="http://www.schwab.com/SA_cash">www.schwab.com/SA_cash</a>, or call Schwab Alliance at 1-800-515-2157.</p>
<p><b>Benefits to Schwab</b></p>	<p>We may charge fees and receive certain benefits under the different cash features. A portion of these fees and benefits may be shared with your investment professional. Because of these fees and benefits, we have a financial incentive to select the particular cash features included in the Cash Features Program.</p>
<p><b>Differing Risks and Account Protection</b></p>	<p>The different cash features are subject to different risks and account protection:</p> <ul style="list-style-type: none"> <li>▪ The Schwab One<sup>®</sup> Interest feature is not subject to market risk and value loss but is subject to the risk of Schwab's failure. In the unlikely event that Schwab fails, cash is eligible for SIPC coverage up to a limit of \$250,000 (including principal and interest) per client in each insurable capacity (e.g., individual or joint). Free credit balances held at Schwab are not insured or guaranteed by the FDIC.</li> <li>▪ The Bank Sweep and Bank Sweep for Benefit Plans features are not subject to market risk and value loss but are subject to the risk of the failure of one or more of our affiliated banks. In the unlikely event that one or more of our affiliated banks fails, deposits at each bank are eligible for FDIC insurance protection up to a limit of \$250,000 (including principal and interest) per depositor in each insurable capacity (e.g., individual, joint, and plan participant). This limit includes any other deposits you may have at that bank outside of the Bank Sweep and Bank Sweep for Benefit Plans features. <b>You are responsible for monitoring your bank balances in the Bank Sweep and Bank Sweep for Benefit Plans features and the balances in any of your other bank accounts at each affiliated bank to determine if these, in total, exceed FDIC insurance limits. Monies held in both features are not covered by SIPC.</b></li> <li>▪ Money market mutual funds in the Money Fund Sweep feature invest in high-quality, short-term securities and seek to maintain a stable value, but are subject to market risks and potential value loss. They are not bank accounts and are not subject to FDIC insurance protection. They are instead covered by SIPC, which protects against the custodial risk (and not a decline in market value) when a brokerage firm fails by replacing missing securities and cash up to a limit of \$500,000, of which \$250,000 may be cash. Shares held through the Money Fund Sweep feature are not considered cash, but are treated as securities for SIPC coverage.</li> </ul>

**Brokerage Products: Not FDIC-Insured ▪ No Bank Guarantee ▪ May Lose Value**



# Schwab Personal Choice Retirement Account® (PCRA) Limited Power of Attorney (LPOA) Form For a Participant

These terms relate to your account and are part of the Account Agreement between the account holder and Schwab. Please retain for your files.

By signing this form, you ("Participant") and Charles Schwab & Co., Inc. ("Schwab") agree that the authority conferred on Participant by the Plan Sponsor, Plan Trustees ("Trustees") or the Recordkeeper for the Plan, as the case may be, in accordance with the Schwab Personal Choice Retirement Account® (PCRA) Limited Power of Attorney (LPOA) Form for a Participant, shall be exercised according to the following terms and conditions. If you are the beneficiary of a deceased Participant, you will be considered the "Participant" for purposes of this form.

#### Worthless and Non-Transferable Securities.

Schwab reserves the right to remove from your Account any security that is deemed to have been cancelled or otherwise invalidated. In determining that a security has been cancelled or invalidated, you agree that we have derived information on such assets from you or from third parties and we are not responsible for the accuracy or reliability of any information regarding these assets. Cancelled or invalid securities may include, but are not limited to, bankruptcy or charter or registration revocation. Schwab will notify you if it has removed a cancelled or otherwise invalid security from your Account. Unless you provide Schwab with evidence of the validity of the security within sixty (60) days of the notice of removal, you agree to waive any claim to any future distribution from the security and agree to indemnify and hold Schwab harmless from any claims, liability, or damages resulting from the removal of such security. If you provide Schwab with evidence of the validity of the security from an independent third party within 60 days of receiving the notice of removal, Schwab will reinstate your position.

In addition, Schwab reserves the right to charge an additional servicing fee for securities for which Schwab cannot identify a transfer agent (a "Non-Transferable Security"). The existence of a Non-Transferable Security in your Account may be noted with a notation of "N/A" for the value of that position on your account statements.

**Unclaimed Property.** To the extent applicable to your account, the unclaimed property law requires us to turn over to the state of your last known address (as shown in our records) personal property which is unclaimed by its owner for a set period of time. Personal property includes assets in customer accounts (including your Schwab One® Account) as well as uncashed dividend checks and other Schwab checks payable to customers. In general, personal property is considered unclaimed if you have not performed at least one of the following activities within the period of time set by the state:

- Made a deposit, trade or withdrawal in your account.
- Written to or otherwise contacted us about your account.
- Otherwise shown an interest in your account.

Before we turn over the assets in your account (if any), we will, as required by law, send a notice

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to the address we currently show on your account statement.

You may recover unclaimed property turned over to a state by contacting that state.

#### Removal of Non-Publicly Traded Securities From Your Account.

Schwab may ask you to remove any Non-Publicly Traded Security from your Account at any time and for any reason. In the event that Schwab asks you to remove a Non-Publicly Traded Security from your Account, and you do not request a distribution of the Non-Publicly Traded Security from your Account, remove it from your Account, or transfer it to another custodian within sixty (60) days after Schwab provides you written notice that it will no longer hold the Non-Publicly Traded Security, you authorize and direct Schwab to distribute or transfer the Non-Publicly Traded Security directly to you. If the Non-Publicly Traded Security is represented by a physical certificate in Schwab's possession, Schwab will return the physical certificate to you. If the Account is a retirement plan brokerage custodial account (including a Company Retirement Account [CRA] or Personal Choice Retirement Account [PCRA]) subject to the terms of this Agreement, the Non-Publicly Traded Security may be distributed upon direction of the Trustee or other applicable fiduciary or agent of the plan to the participant in whose Account the Non-Publicly Traded Security is invested, or to the extent not practicable, transferred to the Trustee or other applicable fiduciary or agent to hold the Non-Publicly Traded Security on behalf of the plan. If the Non-Publicly Traded Security is represented by a physical certificate in Schwab's possession, Schwab will transfer the physical certificate to the participant (if so directed by the Trustee or other applicable fiduciary or agent for the plan) or to the Trustee or other applicable fiduciary or agent of the plan, as applicable. If the Non-Publicly Traded Security is not certificated, you agree that Schwab may remove the security from the Account by notifying the issuer to re-register the position in your name, or in the case of a retirement plan brokerage custodial account, in the name of the Trustee or other applicable plan fiduciary for benefit of the plan and remove Schwab as custodian. You agree to indemnify and hold Schwab harmless for your failure to remove or transfer a Non-Publicly Traded Security after Schwab has notified you that Schwab is no longer willing to hold the security in the Account. You agree that you are also solely responsible for any tax consequences associated with the removal of the Non-Publicly Traded Security from your Account.

**PCRA Fees.** The Retirement Plan Service Provider, Trustee or Recordkeeper may charge additional fees for opening and maintaining Participant's PCRA. Find transaction fees and commissions for trades placed in your PCRA in the *Charles Schwab Pricing Guide for Retirement Plan and Health Savings Accounts*.

**Understanding Our Agreement.** Participant agrees to:

- Agree and be bound by the Schwab One Account Agreement;
- Read other agreements relating to Participant's PCRA;
- Read amendments to the agreements;
- Contact a Schwab representative if Participant does not receive or understand the agreements or amendments; and
- Be bound by the terms of these agreements and all amendments.

If features are added to Participant's PCRA after it is opened, Participant agrees to be bound by the terms in the agreements relating to these features.

**Electronic Services.** Participant authorizes Schwab to act on Participant's instructions, whether written, oral or provided by Participant through any of Schwab's Electronic Services.

#### Role of Charles Schwab & Co., Inc.

Participant acknowledges that:

- Participant, and not Schwab, is responsible for determining the nature, potential value and suitability of any particular security, transaction or investment strategy;
- Schwab will not give legal or tax advice;
- Schwab is in no way responsible for supervising or monitoring trading in Participant's PCRA;
- Participant understands that no investments will be made with respect to Participant's PCRA except as Participant specifically instructs Schwab; and
- Purchases and sales of securities in Participant's PCRA are subject to commissions and transaction fees.

Schwab agrees that it is responsible for determining the nature, potential value and suitability of any particular security, transaction or investment strategy for Participant **only** (1) if required by applicable law, or (2) if:

- A Schwab representative gives advice directly to Participant; and
- The advice is clearly identified as a Schwab recommendation for Participant to enter into a particular transaction or to buy or sell a particular security.

**Credit Verification.** Participant authorizes Schwab to inquire from any source, including a consumer reporting agency, as to Participant's creditworthiness and ongoing eligibility for the account at any time throughout the life of the account, and thereafter for debt collection or investigative purposes.

**Authorization to Trade for PCRA.** Participant may place trading orders for Participant's PCRA pursuant to the LPOA. The Plan Sponsor, Trustees or Recordkeeper may revoke the LPOA at any time by giving written notice to Schwab. Participant agrees not to take any actions that exceed Participant's authority under the LPOA or any other agreement between Participant and the Trustees or Independent Recordkeeper or Plan Sponsor with respect to which the PCRA is opened.

**Appointment of Limited Power of Attorney for Third Party.** By execution of a Schwab Personal Choice Retirement Account® Limited Power of Attorney Form to Authorize a Third Party, including a Schwab Personal Choice Retirement Account Limited Power of Attorney Form to Authorize an Investment Advisor, Participant may grant authority to an Attorney-In-Fact to trade in Participant's PCRA but not to make withdrawals. The ability to work with a third party, including a professional money manager, varies by retirement plan.

**Mutual Fund Minimum Investments.** Participant acknowledges that mutual funds require a specified minimum investment, and that until sufficient amounts have been deposited into Participant's PCRA, it will not be possible to invest in such mutual funds.

**Uninvested Funds.** All uninvested funds held within Participant's PCRA will be automatically invested (swept) into the sweep vehicle that your Plan Sponsor has selected. It is the responsibility of Participant to allocate funds to other investments, if so desired, once funds have been invested (swept) into the sweep vehicle.

**Trading Restrictions.** PCRA may not include trading on collectibles, currencies, precious metals, real estate, futures, commodities, private placements, margin accounts or short sales. This list does not apply to shares of mutual funds, exchange-traded funds, or other investment vehicles that may be authorized under the Plan and may offer exposure to futures, commodity markets, or make investments in the types of assets listed above. If specifically allowed by Participant's retirement plan, Participant may be able to write covered calls, buy protective puts and write cash-secured equity puts. Participant must complete a Schwab Options Application to be approved to trade options. Participant's retirement plan may have other trading restrictions that limit Participant's investment options.

**Compliance With Applicable Law.** Participant will comply with all applicable state and federal securities laws.

**Information.** Participant will provide promptly any information reasonably requested by Schwab concerning the management of Participant's PCRA or compliance with this Agreement. If questions arise concerning compliance with any law, Participant will take any action believed by Schwab to be necessary and proper to ensure compliance with applicable law. Schwab has no duty to supervise or monitor Participant's management of Participant's PCRA or compliance with applicable laws. Schwab may disclose Participant's name, address and share position upon request to companies whose securities are held in Participant's PCRA, unless Participant notifies Schwab in writing not to disclose this information.

**Indemnification.** Participant will indemnify and hold harmless Schwab, its affiliates and their directors, officers and employees from and against all claims, actions, costs and liabilities, including attorneys' fees, arising out of or relating to:

- Any breach by Participant of any provision of this Agreement;
- Any dispute between Participant and Plan Sponsor; and
- Any dispute between Participant and the Trustee(s) (or Recordkeeper [if applicable])

except when Charles Schwab Bank, or any of its affiliates, acts as the Trustee(s) (or Recordkeeper [if applicable]) for Participant's plan assets.

**Trade Confirmations and Account Statements.** Unless the Plan Sponsor, Trustee(s) or Institution direct otherwise, Schwab will send trade confirmations and account statements to Participant and, if requested by the Plan Sponsor, Trustee(s) or Institution, to the Plan Sponsor, Trustee(s) or Institution and other parties as directed.

**Your Participation and Consent to Enroll in Schwab's Cash Features Program.** The Cash Features Program is a service that offers certain cash features (each a "Cash Feature") to permit uninvested cash (the "Free Credit Balance") in your Participant brokerage accounts under the Plan to earn income while you decide how those funds should be invested longer term.

All uninvested funds held within your Account will be automatically invested (swept) into the Cash Feature selected by your Plan Sponsor or Trustee. If you have questions about your Plan's Cash Feature selection, please contact your Plan Sponsor or Trustee.

You understand that the terms and conditions of the Cash Features Program and of each Cash Feature are set forth in the Cash Features Disclosure Statement.

You understand that your Plan Sponsor has instructed and directed Schwab to include the Free Credit Balance under the Plan in the Cash Features Program, as described in the Cash Features Disclosure Statement, and that by your use of the Account you are consenting to the terms related to the Cash Feature selected on behalf of the Plan.

You understand and agree that Schwab may (1) make changes to the terms and conditions of the Cash Features Program; (2) make changes to the terms and conditions of any Cash Feature; (3) change, add, or discontinue any Cash Feature; (4) change the Plan's and/or any Participant's investment from one Cash Feature to another if the Plan and/or any Participant, as applicable, becomes ineligible for the current Cash Feature or the current Cash Feature is discontinued; and (5) make any other changes to the Cash Features Program or Cash Feature as allowed by law. Schwab will notify you in writing of changes to the terms of the Cash Features, changes to the Cash Features we make available, or changes to the Cash Features Program prior to the effective date of the proposed change.

**Liquidation.** If for any reason Participant's PCRA has insufficient funds to cover the purchase price of any trade or a fee, Schwab may take appropriate steps in its discretion to complete, cancel or liquidate one or more transactions or investments. Additionally, Schwab may, on direction from an authorized party, which may include the Plan Sponsor, Trustee(s) or Institution, liquidate one or more transactions or investments in order to address corrections which may be required pursuant to the provisions of the plan document, the Employee Retirement Income Security Act of 1974, as amended (ERISA), or the Internal Revenue Code of 1986, as amended (IRC), including, but not limited to, the correction of excess annual additions pursuant to IRC 415, of excess contributions pursuant to IRC 401(k), of excess aggregate contributions pursuant to IRC 401(m)

and of excess deferrals pursuant to IRC 402(g), to the extent that Schwab has either been informed by the authorized party that such correction is required or has the responsibility for the determination of the need for such correction pursuant to the terms of the Schwab One® Account Agreement and any other applicable agreements between Schwab and the authorized party.

**Entire Agreement.** This Agreement contains all of the agreements, representations and understandings made between Participant and Schwab.

**Waivers.** The failure of either party at any time to require performance by the other party of any provision of this Agreement will not affect in any way the right to require such performance at any time thereafter. The waiver by either party of a breach of any provisions hereof will not be taken or held to be a waiver of the provision itself.

**Governing Law.** This Agreement, and all future agreements you shall enter into with Schwab, unless otherwise indicated on such other agreement, shall be governed by the law (but not the choice or law doctrines) of the state of California. This is the case regardless of whether you reside or transact business with Schwab in California or elsewhere, except that the section entitled "Arbitration" shall be governed by the Federal Arbitration Act.

**Impartial Lottery for Securities Subject to Partial Call or Partial Redemption.** If Schwab holds securities for you in street name, in Schwab's name, or in bearer form that are subject to partial call or partial redemption, then in the case of a partial call or partial redemption, Schwab will use an impartial lottery system to select the securities to be called or redeemed from among accounts holding those securities. For a description of Schwab's lottery system, please visit [www.schwab.com/PartialCalls](http://www.schwab.com/PartialCalls). If you would like a printed description of Schwab's lottery system mailed to you, please contact a Schwab representative at 1-888-393-7272.

**Notice to Canadian Residents.** Schwab is not registered as a broker-dealer in Canada; we are relying upon an exemption from the broker-dealer registration requirement to act as a broker-dealer. Therefore, Schwab and its agents are not subject to the full regulatory requirements otherwise applicable under Canadian securities legislation.

**Required Arbitration Disclosures.** Regulatory authorities require that any brokerage agreement containing a predispute arbitration agreement must disclose that this agreement contains a predispute arbitration clause. This Agreement contains a predispute arbitration clause. By signing an arbitration agreement, the parties agree as follows:

- All parties to this Agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.
- Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
- The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
- The arbitrators do not have to explain the reason(s) for their award unless, in an eligible case, a joint request for an explained decision

has been submitted by all parties to the panel at least 20 days prior to the first scheduled hearing date.

- The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
- The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.
- The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this Agreement.

No person shall bring a putative or certified class action to arbitration, nor seek to enforce any predispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until:

1. the class certification is denied;
2. the class is decertified; or
3. the customer is excluded from the class by the court.

Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this Agreement except to the extent stated herein.

**Arbitration Agreement.** Any controversy or claim arising out of or relating to (i) this Agreement, any other agreement with Schwab, an instruction or authorization provided to Schwab or the breach of any such agreements, instructions, or authorizations; (ii) the Account, any other Schwab account or Services; (iii) transactions in the Account or any other Schwab account; (iv) or in any way arising from the relationship with Schwab, its parent, subsidiaries, affiliates, officers, directors, employees, agents or service providers ("Related Third Parties"), including any controversy over the arbitrability of a dispute, will be settled by arbitration.

This arbitration agreement will be binding upon and inure to the benefit of the parties hereto and their respective representatives, attorneys-in-fact, heirs, successors, assigns and any other persons having or claiming to have a legal or beneficial interest in the Account, including

court-appointed trustees and receivers. This arbitration agreement will also inure to the benefit of third-party service providers that assist Schwab in providing Services ("Third-Party Service Providers") and such Third-Party Service Providers are deemed to be third-party beneficiaries of this arbitration agreement.

The parties agree that this arbitration agreement will apply even if the application to open the Account is denied and will survive the closure of your Account and/or the termination of services rendered under this Agreement.

Such arbitration will be conducted by, and according to the securities arbitration rules and regulations then in effect of, the Financial Industry Regulatory Authority (FINRA) or any national securities exchange that provides a forum for the arbitration of disputes, provided that Schwab is a member of such national securities exchange at the time the arbitration is initiated. Any party may initiate arbitration by filing a written claim with FINRA or such eligible national securities exchange. If arbitration before FINRA or an eligible national securities exchange is unavailable or impossible for any reason, then such arbitration will be conducted by, and according to the rules and regulations then in effect of, the American Arbitration Association (AAA). If arbitration before the AAA is unavailable or impossible for any reason, the parties agree to have a court of competent jurisdiction appoint three (3) arbitrators to resolve any and all disputes or controversies between or among the parties. Each party shall bear its own initial arbitration costs, which are determined by the rules and regulations of the arbitration forum. In the event of financial hardship, the arbitration forum may waive certain costs in accordance with such rules. At the conclusion of the hearing, the arbitrators will decide how to assess the costs of the arbitration among the parties.

Any award the arbitrator makes shall be final and binding, and judgment on it may be entered in any court having jurisdiction. This arbitration agreement shall be enforced and interpreted exclusively in accordance with applicable federal laws of the United States, including the Federal Arbitration Act. Any costs, fees or taxes involved in enforcing the award shall be fully assessed against and paid by the party resisting enforcement of said award.

For FINRA arbitrations, FINRA will appoint a single public arbitrator in customer cases decided by one

arbitrator. In customer cases decided by three arbitrators, investors have the option of choosing an arbitration panel with two public arbitrators and one non-public arbitrator (Majority-Public Panel Rule) or a panel of all public arbitrators (Optional All-Public Panel Rule). If the customer declines to elect a panel selection method in writing by the applicable deadline, the Majority-Public Panel Rule for selecting arbitrators will apply.

All notices from one party to the other involving arbitration shall be considered to have been fully given when so served, mailed by first-class, certified or registered mail, or otherwise given by other commercially accepted medium of written notification.

In addition to the above provisions, if a party to this Agreement is or becomes a non-U.S. resident at the time of any controversy subject to this arbitration agreement, such party acknowledges and agrees to the following additional provisions:

(1) The rules of the organization administering the arbitration specifically provide for the formal designation of the place at which the arbitration is to be held.

(2) Entering into this Agreement constitutes consent to submit to the personal jurisdiction of the courts of the state of California, U.S.A., to interpret or enforce any or all of these arbitration provisions. Judgment on any arbitration award may be entered in any court having jurisdiction, or application may be made to such court for judicial acceptance of the award and an order of enforcement, as the case may be.

(3) The exclusive language to be used by the parties and the arbitrators in the arbitration proceedings shall be English. Any party wishing an interpreter shall make all arrangements directly with the interpreter and shall assume all costs of the service.

(4) If a party is a foreign government or state, state-owned or state-operated enterprise or other instrumentality of a foreign government or state, such party waives all rights of sovereign immunity and neither the Federal Act of State doctrine nor the doctrine of sovereign immunity shall apply insofar as any enforcement in courts located in the U.S.A. is concerned.