

# Schwab Personal Choice Retirement Account® (PCRA)

## Plan Application and Agreement—Custody

*charles* SCHWAB

www.schwab.com

1-800-231-2855

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### 1. Introduction

This Schwab Personal Choice Retirement Account (PCRA) Plan Application and Agreement—Custody (“Agreement”) requires the use of an Independent Recordkeeper (IR). Opening a PCRA does not establish a retirement plan (“Plan”) but certifies that you are using a Plan document that allows you to conduct business at Charles Schwab & Co., Inc. (“Schwab”).

**Does the Plan document permit the Trustee(s)/Custodian(s) to conduct business at Schwab?**

Yes  No If no, Schwab is unable to accept this Agreement.

**Is this Agreement being used to open an account for a non-qualified Plan?**

Yes  No If yes, the Plan assets must be held in a Trust in order to use this Agreement. Section 2 below must be completed. Additional documentation may be required. Contact your Schwab Representative for more details.

### 2. Company, Plan and Trustee Information (for non-qualified plans only)

As required by federal law, Schwab will use the information provided below to verify your organization’s identity.

#### Part A. Company Information

Company Name	Plan Tax ID Number	Employer’s Tax ID Number
Company Structure	State of Incorporation	Country of Legal Establishment
<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Other (specify): _____ <input type="checkbox"/> U.S.A. <input type="checkbox"/> Other (specify): _____		
Contact	Title	Telephone Number ( )
Company Mailing Address (no P.O. boxes)	City	State Zip Code
Company Physical Address (if different from above)	City	State Zip Code

#### Part B. Plan Information

Plan Name (as it should appear on the account)	Plan Tax ID Number
Date Plan Established	Plan Year-End
<input type="checkbox"/> New Account <input type="checkbox"/> Re-register Existing Schwab Account	
Plan Mailing Address (no P.O. boxes)	City State Zip Code
Plan Physical Address (required)	City State Zip Code
Plan Contact Name	Email Address
Telephone Number ( )	Fax Number ( )

FOR CHARLES SCHWAB USE ONLY:									
Approved by			Print Name of Approver				Date Approved		
Index as Document Number	Plan ID Number	Account Number							
<b>4, 7, 52</b>									



**2. Company, Plan and Trustee Information** (Continued)

**Part C. Trustee/Custodian Information**

**Trustee(s)/Custodian(s).** (List Trustee[s]/Custodian[s] who will act on behalf of the Trust. For more than four Trustee[s]/Custodian[s], please attach an additional sheet with all information listed below. Each Trustee/Custodian must sign Section 10.)

Complete all sections. We respect your privacy. Schwab will use the information you provide to open and service the account, communicate with you, and provide information about products and services. Read about Schwab's privacy policy at [www.schwab.com/privacy](http://www.schwab.com/privacy).

**Individual Trustee/Custodian**

Name (First)	(Middle)	(Last)
Address (if different from the Plan Address above)		City State Zip Code
Home Telephone Number ( )	Fax Number ( )	
Mother's Maiden Name	Date of Birth (mm/dd/yyyy)	Social Security Number
List any securities firm, bank, trust company or insurance company in which the Trustee/Custodian is an employee, director or owner.*		
List all publicly traded companies in which the Trustee/Custodian is a director, 10% shareholder or policy-making officer. Specify using stock symbols:		

**Co-Trustee/Custodian** (if applicable)

Name (First)	(Middle)	(Last)
Home Telephone Number ( )		Fax Number ( )
Mother's Maiden Name	Date of Birth (mm/dd/yyyy)	Social Security Number
List any securities firm, bank, trust company or insurance company in which the Trustee/Custodian is an employee, director or owner.*		
List all publicly traded companies in which the Trustee/Custodian is a director, 10% shareholder or policy-making officer. Specify using stock symbols:		

**Co-Trustee/Custodian** (if applicable)

Name (First)	(Middle)	(Last)
Home Telephone Number ( )		Fax Number ( )
Mother's Maiden Name	Date of Birth (mm/dd/yyyy)	Social Security Number
List any securities firm, bank, trust company or insurance company in which the Trustee/Custodian is an employee, director or owner.*		
List all publicly traded companies in which the Trustee/Custodian is a director, 10% shareholder or policy-making officer. Specify using stock symbols:		

**Co-Trustee/Custodian** (if applicable)

Name (First)	(Middle)	(Last)
Home Telephone Number ( )		Fax Number ( )
Mother's Maiden Name	Date of Birth (mm/dd/yyyy)	Social Security Number
List any securities firm, bank, trust company or insurance company in which the Trustee/Custodian is an employee, director or owner.*		
List all publicly traded companies in which the Trustee/Custodian is a director, 10% shareholder or policy-making officer. Specify using stock symbols:		

\*Attach a Rule 3050/407 letter from a company Compliance officer if licensed by a securities firm.

**3. Independent Recordkeeper (IR) Information and Delegation of Powers**

Name of Recordkeeping Firm			
Mailing Address (no P.O. boxes)		City	State Zip Code
Telephone Number ( )	Fax Number ( )	Master Account Number	

If the Trustee(s)/Custodian(s) does/do not wish to provide these powers to the IR, Schwab is unable to accept this Agreement.

**The Trustee(s)/Custodian(s) acknowledge(s) that the IR will have the ability to allocate money to/from a Plan-Level account to/from a Participant account (PCRA), as well as to instruct Schwab with respect to the establishment and maintenance of Participant accounts, including processing address changes.**

**The Trustee(s)/Custodian(s), as directed by the Company, have the authority to delegate additional powers to the IR.**

The following additional powers are hereby delegated to the IR by the Trustee/Custodian (please initial all that apply):

Any of these powers may be revoked by providing written notice to Schwab. All Trustee(s)/Custodian(s) listed in Section 2, Part C, must initial the information below. PCRA Plans must have, at a minimum, trading rights on the account in order to access electronic features.

_____ Trustee	_____ Co-Trustee	_____ Co-Trustee	_____ Co-Trustee	<b>Trading Authorization.</b> Instruct Schwab to liquidate Participant account assets.
_____ Trustee	_____ Co-Trustee	_____ Co-Trustee	_____ Co-Trustee	<b>Disbursement Authorization to Account Registration.</b> Instruct Schwab to disburse Plan funds to accounts that are registered to the Plan Trustee(s) at Schwab or another financial institution.
_____ Trustee	_____ Co-Trustee	_____ Co-Trustee	_____ Co-Trustee	<b>Disbursement Authorization to Third-Party Registration.</b> This includes instructing Schwab to disburse funds or securities from a PCRA to the Participant or to a deceased Participant's beneficiary.
_____ Trustee	_____ Co-Trustee	_____ Co-Trustee	_____ Co-Trustee	<b>Fee Payment Authorization.</b> Authorize Schwab to deduct fees from the PCRA as directed by Recordkeeper.

**4. Plan-Level Account Features**

**A. Duplicate Statements**

Please indicate who should receive duplicate statements for all PCRA's related to this Plan, in addition to the IR designated in Section 3. Unless indicated below, Company and Trustee/Custodian will not receive this information.

Statements should be sent to the parties designated below:

IR Name of Recipient			
Mailing Address (no P.O. boxes)		City	State Zip Code
Telephone Number ( )	Fax Number ( )	Master Account Number	

**B. Sweep Fund**

All uninvested cash held in the Plan-level account will be automatically invested (swept) into the Schwab Money Market Fund™ unless otherwise indicated below.

Schwab Government Money Fund™

**Money Fund Choices**

You may seek to have the cash balance in your account earn Schwab One® interest or be invested into one of the money funds listed in Section 4, Part B. If you choose one of the money funds above, a prospectus will be sent to you. Your request for a money fund prospectus is an indication of interest only, and you are not obligated to buy any shares. Please read the prospectus carefully before you invest or send money.

Schwab receives remuneration from registered investment companies offered in Schwab's Mutual Fund OneSource® program (and/or their affiliates) in the form of 12b-1 and other fees, and/or fees from registered investment companies (and/or their affiliates) for services rendered in connection with Schwab's Mutual Fund OneSource service. Such remuneration is based on the aggregate net asset value of certain shares held in Schwab's customers' accounts and may be adjusted from time to time. Schwab also receives certain investment advisory fees and other fees from Schwab Funds® with respect to assets invested in Schwab Funds. The exact amount of the fees will vary depending on the mix of assets selected.

**C. Additional Account Features**

The Plan will be established with Standard Transaction-Based pricing.



**4. Plan-Level Account Features** (Continued)

**D. Select How Distributions Will Be Processed**

You may choose **one or both** options below. If neither is selected, the Plan will be established with Schwab One® No-Fee Checkwriting as a default.

**Schwab One No-Fee Checkwriting**

- Trustee or IR must issue all distributions from the Plan.
- All Trustees and an authorized signer from IR firm (if applicable) must sign the Schwab One Signature Card in Section 11.
- Order Schwab One checks (Plan Master only)

Yes     No

**Paying Agent Services through Charles Schwab Bank**

(See Section 8 for further information.)

- Issuance of IRS Form 1099-R
- Perform tax withholding, remittance and reporting
- Printing and mailing of Plan distribution checks, wires and Automated Clearing House payments as directed by the Trustee or IR
- \$30 per check with or without withholding (withholding available for Participant distributions only), \$10 stop-payment fee. Checks can be made payable to IR, Participant or the Plan.
- The IR must have, at the minimum, Disbursement Authorization (as defined in Section 3) in order to enroll in Paying Agent Services.

Please indicate how the name and address should read on your Schwab One checks.

Trust Name			
Mailing Address	City	State	Zip Code
Alternate Mailing Address (if applicable)	City	State	Zip Code

**E. Schwab One Accounts**

For Paying Agent Services to be authorized, disbursement power must be granted (see Section 3). Schwab One checks may be sent to your IR. If you grant signature authorization to your IR, indicate the IR’s address on the “alternate mailing address” line above and be sure all Trustee(s)/Custodian(s) and your IR sign the Schwab One Signature Card on page 11.

**F. Schwab Cashiering Services**

Whether or not you select Schwab One No-Fee Checkwriting or Paying Agent Services, you may also request Schwab to issue standard Schwab checks to the Plan or IR for a fee of \$20 per check. This fee can be avoided by using certain automated services such as MoneyLink or the Schwab One checkwriting services. Schwab may charge fees for these services.

**5. PCRA Features** (Complete only if you are establishing PCRA for your Participants.)

An account shall be established in the name of the Trustee for the interest of the Plan related to each Participant who executes an LPOA. Participant accounts shall be subject to the LPOA executed by the Participant.

The Company, pursuant to the Plan and the Custody, has directed the Custodian to execute the Agreement under which Schwab is authorized to act upon the instructions of each Participant pursuant to the terms and conditions of this Agreement, the Schwab One Account Agreement and the LPOA. An LPOA will be executed by each Participant, setting forth the terms and conditions under which Schwab will act on the instructions of the Participant. The Trustee, acting pursuant to the direction of the Company, authorizes Schwab to act on instructions received from a Participant, Investment Advisor, or Third Party, pursuant to each such LPOA. Trading will not be allowed on PCRA accounts until the complete Participant LPOA is processed.

**A. Duplicate Statements**

Please indicate who should receive duplicate statements for all PCRA related to this Plan. Unless indicated below, Company and IR will not receive this information.

Statements should be sent to the parties designated below:

IR or Company (Name of Recipient)			
Mailing Address (no P.O. boxes)	City	State	Zip Code
Telephone Number (       )	Email Address		

IR or Company (Name of Recipient)			
Mailing Address (no P.O. boxes)	City	State	Zip Code
Telephone Number (       )	Email Address		

IR or Company (Name of Recipient)			
Mailing Address (no P.O. boxes)	City	State	Zip Code
Telephone Number (       )	Email Address		

## 5. PCRA Features (Continued)

### B. Electronic Account Opening Service

Schwab offers an Electronic Account Opening (EAO) service for Plan Participants who want to enroll in a PCRA. Choosing this option eliminates paper and saves time by allowing Participants to open their accounts online instantly.

Check this box if you would like to set up EAO for the Plan.

### C. Sweep Fund

All uninvested cash held in PCRA's will be automatically invested (swept) into the Schwab Money Market Fund™ unless otherwise designated below:

Schwab Government Money Fund™

### D. Multiple Account Establishment

Indicate the type and number of accounts you wish to allow in this Plan:

**Traditional PCRA** Maximum number of accounts allowed per Participant: \_\_\_\_\_

**Roth PCRA** Maximum number of accounts allowed per Participant: \_\_\_\_\_

### E. Allowance of Investment Advisor (IA) and Deduction of IA Fees

1. Do you wish to allow the delegation of trading authority to an Independent Investment Advisor or a Third Party?

**Yes.** By executing a Schwab PCRA Limited Power of Attorney (LPOA) for an Investment Advisor or for a Third Party, Participant may grant authority to an Investment Advisor who has a relationship with Schwab or to a Third Party to trade in the Participant's PCRA.

**No.** Not permitted under this Plan.

2. Do you wish to allow the deduction of fees from the Participant's PCRA's for an Investment Advisor who has a relationship with Schwab?

**Yes.**

**No.** IA fees are not to be taken from Participant's PCRA's.

## 6. PCRA Plan Trading Menu Establishment

See the PCRA Plan Trading Menu Establishment attached as Exhibit A. The PCRA Plan Trading Menu, to be elected by the Company, shall be in substantially the form attached hereto as Exhibit A, and by this reference is incorporated herein.

## 7. Limited Power of Attorney (LPOA) for IR

**Charles Schwab & Co., Inc. ("Schwab") and Independent Recordkeeper (IR) Agreement.** IR and Schwab agree that the authority conferred by the Limited Power of Attorney (LPOA) Authorization on this form shall be exercised in accordance with the following terms and conditions.

### Authorization to Trade for Brokerage Account.

IR may place trading orders for Schwab One® Accounts pursuant to the LPOA. The Trustee(s)/Custodian(s) (collectively known as "Trustees") may revoke the LPOA at any time by giving written notice to Schwab. IR agrees not to take any actions that exceed its authority under the LPOA or any other agreement between IR and the Trustees or Plan Sponsor. Strategies involving the transmission of intraday orders to buy or sell the same security or securities (a "Day Trading Strategy") are not permitted in this account. By opening this account, IR expresses agreement that they do not intend to use this account for the purpose of engaging in a Day Trading Strategy.

### Establishment of New Individual Participant Accounts and Allocation of Contributions Among Participants' Accounts.

Schwab may follow the instructions of the IR in establishing individual Participant accounts and allocating amounts transferred to Schwab among the individual accounts of Plan Participants. New individual Participant account information shall be delivered electronically or in writing according to Schwab specifications. All allocation instructions shall be delivered electronically or

in writing and shall specify the amount to be deposited in each individual Participant account.

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

### Compliance with FINRA Rules of Fair Practice.

IR represents and warrants that, unless IR has given Schwab written notice to the contrary, IR is not "associated" with a member of the Financial Industry Regulatory Authority (FINRA), within the meaning of Article I(Q) of FINRA bylaws. IR agrees to give Schwab prompt and written notice if IR later becomes so associated in accordance with FINRA's Conduct Rule 3050 (formerly Section 28 of the Rules of Fair Practice).

**Information.** IR will promptly provide any information reasonably requested by Schwab concerning the management of the Schwab One Account, or any investment advisory program, or compliance with this Agreement. If questions arise concerning compliance with any law, IR will take any action believed by Schwab to be necessary and proper to ensure compliance with applicable law. This provision shall not be read to imply that Schwab has any duty to supervise or monitor IR's management of the Schwab One Account or compliance with applicable laws.

**Appointment of Agents.** IR and Schwab agree that IR is authorized to appoint third-party agents ("Agents") to assist IR with the fulfillment of its duties and responsibilities under this Agreement. Each Agent appointed by IR will be subject to all of the terms, conditions and

restrictions of this Agreement as if that Agent were a party to the Agreement. IR will be solely responsible for the actions of any such Agents and will ensure that all Agents receive and understand the Agreement.

**Indemnification.** IR 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 IR or Agents of any provision of this Agreement;
- the performance or nonperformance by IR or Agents of IR's services; and
- any dispute between IR and/or Agents and the Trustees, the Plan Sponsor or the Participant.

**Account Statements.** Schwab will send account statements to Trustees, IR, Participant and to those parties designated in Section 4 and/or Section 5.

**IR's Relationship to Schwab.** IR will not represent to the Trustees that Schwab and IR are affiliated or have any relationship except as described in this Agreement; that Schwab endorses or recommends IR; that Schwab provides legal advice, tax advice or investment advice; that Schwab participates in or reviews IR's trading decisions; or that Schwab manages, supervises or monitors trading in the Plan's account.

**Entire Agreement.** This Agreement contains all of the agreements, representations and



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## 7. Limited Power of Attorney (LPOA) for IR (Continued)

understandings made between IR and Schwab related to this document. All modifications and amendments hereto must be in writing and signed by both parties.

**Assignment.** Schwab may assign its rights and obligations under this Agreement to any subsidiary, affiliate or successor by merger or consolidation without notice to IR, or to any other entity after thirty (30) days' written notice to IR. IR may not assign this Agreement without Schwab's prior written consent. This Agreement is binding upon and will inure to the benefit of the parties' successors and assigns.

**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.

**Applicable Law.** The laws of the state of California, as applied to agreements signed and performed in California, shall apply and bind the parties in any and all questions arising under this Agreement, including questions of validity, interpretation and performance.

**Telephone Monitoring.** Schwab may record telephone calls to monitor the quality of service provided and to verify securities transaction information.

**Sale of Controlled or Restricted Securities.** Before instructing Schwab to sell securities that are:

- "restricted securities" or securities of an issuer of which IR, the Trustees or Plan Sponsor are an "affiliate" (as those terms are defined in Rule 144 under the Securities Act of 1933); or
- securities that are being sold in reliance on Rule 145(d) under such Act,

IR agrees to tell Schwab the status of such securities and promptly furnish whatever information and documents (including opinions of legal counsel, if requested) that Schwab may request in connection with Schwab's regulatory duties. IR agrees not to tender any such securities as collateral for an obligation the Trustees owe Schwab, unless IR first obtains Schwab's written consent.

**Authorization and Direction to Pay Fees and Expenses.** If the Trustees have indicated (in Section 3 on page 3) that the Trustees wish Schwab to pay IR's fees and expenses directly to IR, Schwab is authorized to pay IR's fees and expenses from the Plan's account, as invoiced by IR. Schwab may redeem money fund shares in the Plan's account to the extent necessary to pay such fees and expenses. In no event will Schwab be liable to IR or the Plan for nonpayment of IR fees and expenses. IR will provide Schwab with true and accurate invoices of the IR fees owed by the Plan, and will send the Trustees simultaneous written notification of the amount invoiced to Schwab. Schwab may rely on the invoices submitted by IR, and Schwab will have no responsibility to calculate or verify fees or expenses so invoiced. Company or Trustee directs Schwab to deduct program fees for any investment advisory program selected by Plan Participant by deducting the amount from such Participant's account under the Plan.

**Role of Charles Schwab & Co., Inc.** IR acknowledges that IR is responsible for determining the nature, potential value and suitability for the Trust of any particular security, transaction or investment strategy, and that Schwab has no responsibility for any such determination. Schwab does not give legal or tax advice. The IR is responsible for the retirement Plan until either a new IR is established, the account transfers or the Plan closes with a zero balance for the Plan and all attached PCRA accounts.

**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



## 7. Limited Power of Attorney (LPOA) for IR (Continued)

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.

**Waiver of Class Action or Representative Action.** Neither you nor Schwab shall be entitled to arbitrate any claims as a class action or representative action, and the arbitrator(s) shall have no authority to consolidate more than one parties' claims or to proceed on a representative or class action basis.

You and Schwab agree that any actions between us and/or Related Third Parties shall be brought solely in our individual capacities. You and Schwab hereby waive any right to bring a class action, or any type of representative action against each other or any Related Third Parties in court. You and Schwab waive any right to participate as a class member, or in any other capacity, in any class action or representative action brought by any other person, entity or agency against Schwab or you.

## 8. Paying Agent Agreement

If you have selected Paying Agent Services in Section 4, Part D, the provisions governing these services are set forth below:

**Appointment of Paying Agent.** The Trustee(s)/Custodian(s) appoint Charles Schwab Bank ("Paying Agent") to make benefit payments, and to perform related tax withholding, remittance and reporting functions, all pursuant to the terms of this Agreement, and Paying Agent hereby accepts such appointment.

**Delegation of Authority to IR.** The Trustees delegate their authority to direct payments under the Plan to IR in accordance with the disbursement authorization granted in Section 3. The Paying Agent shall be fully protected in relying upon directions received from IR until the Paying Agent receives written notice from the Trustees revoking such delegation. Notwithstanding the foregoing delegation of authority, the Trustees retain the right to separately direct the Paying Agent with respect to any payment from the Trust, and the Paying Agent shall be fully protected in relying upon such directions.

**Payment Directions from IR and Trustees.** IR or the Trustees will direct the Paying Agent, from time to time ("Payment Directions"), with respect to the timing, manner and amount of periodic and non-periodic benefit payments payable to or for the benefit of Participants and beneficiaries under the Trust; the applicable federal and state income tax withholding obligations with respect to such payment; any revisions to existing payment directions, including, without limitation, stop-payment orders and changes relating to the identity of the payee, amount, tax withholding or manner of payment; and such other matters incidental to the foregoing as may arise from time to time. IR or the Trustees may also provide the Paying Agent with Payment Directions with respect to payments to be made to parties other than Plan Participants and beneficiaries ("Third-Party Payments"). Notwithstanding anything to the contrary contained herein, the Trustees shall be responsible for all tax withholding and/or tax reporting (including,

without limitation, IRS Form 1099-MISC) with respect to any Third-Party Payments, and the Paying Agent shall have no responsibility for any tax withholding or tax reporting (including, without limitation, IRS Form 1099-MISC) with respect to any Third-Party Payments.

**Reliance.** The Trustees and IR warrant that all transactions undertaken by the Paying Agent in accordance with Payment Directions received by it hereunder shall comply with the terms of the Plan and requirements of applicable laws and regulations, and the Paying Agent shall have no duty of inquiry with respect thereto. The Paying Agent shall be fully protected in relying upon any Payment Direction reasonably believed by it to have been received from an authorized individual, which determination may be based solely upon a comparison of signatures on the Payment Direction with the most recent signature it has on file for such individual. In particular, the Paying Agent shall incur no liability in cases where a holder makes payment on a stopped check and demands restitution from the Trust; in such cases, the Paying Agent shall notify IR or Trustees and shall be fully protected in taking such further action as IR or Trustees shall direct. In addition, IR and Trustees acknowledge that Paying Agent shall in no event have any responsibility for any payments or disbursements that may be made from the account by any parties other than Paying Agent.

**Paying Agent Fee Payment.** The check fee set forth in Section 4, Part D, will be charged at the time a check is issued. Fees will be charged against any free cash in the account on the day of issue. Trustee(s) authorize(s) Schwab to sell any Schwab proprietary money market mutual fund shares Trustee(s) may hold in this account to the extent necessary to pay the check fees. Fees may change upon written notice.

**Information.** The Trustees or IR, as appropriate, shall furnish the Paying Agent with any and all information necessary for the Paying Agent to process Payment Directions given by such entity. The Paying Agent shall be fully protected

in relying conclusively on the accuracy of any information so furnished.

**Manner of Direction.** All Payment Directions made by the Trustees or IR hereunder shall be in accordance with the method communicated by the Paying Agent from time to time and, except as otherwise agreed by the Paying Agent and the Trustees in writing, via written communication delivered in person; by first-class mail, postage prepaid; facsimile transmission; or by electronic transmission as agreed in writing by Schwab. Payment directions made in writing or via facsimile transmission shall be on a pre-approved form supplied by the Paying Agent and shall be signed on behalf of the Trustees or IR by one or more authorized individuals as communicated from time to time by the Trustees or IR to the Paying Agent in writing. The Paying Agent shall be fully protected in relying upon the continued authority of each individual named on the most recent list of authorized signers received by it from the Trustees or IR. The Trustees or IR shall obtain and forward to the Paying Agent the specimen signature of each individual authorized to give written Payment Directions on its behalf.

**Payments to Tax Authorities.** The Paying Agent shall, in a timely manner, pay over to the appropriate taxing authority all amounts representing federal and state income taxes withheld by the Paying Agent at the direction of IR or Trustees.

**Delays.** Notwithstanding any other provision of the Agreement, the Paying Agent may, without liability, delay the processing of any Payment Directions pending its receipt of such additional confirmations, releases (including releases from proper taxing authorities), indemnities or other documentation as the Paying Agent may believe necessary or appropriate under the circumstances for its protection.

**Altered Checks.** In the event that the Paying Agent receives notice of any allegation that a benefit check has been altered or that the



**8. Paying Agent Agreement (Continued)**

endorsement of a benefit check is missing, unauthorized or forged, the Paying Agent, upon receipt from the Trustees of a notarized affidavit signed by the intended payee, shall pursue recovery of the funds on behalf of the intended payee or the Plan, but in no event shall the Paying Agent be liable for the amount of such funds absent a finding that it has failed to exercise ordinary care.

**Reports.** The Trustees and IR shall promptly review any statements supplied by Schwab and notify Schwab in the event of any apparent discrepancies or in the event of any failure by Schwab to properly process any Payment Direction given by the Trustees or IR. To the extent permitted by law, Schwab shall be fully discharged from liability with respect to any matter contained in any statement to which the Trustees or IR has/have failed to object in writing within sixty (60) days of receipt.

**Indemnification.** The Trustees shall indemnify and hold the Paying Agent harmless with respect to any and all claims, demands, losses, damages, expenses (including attorneys' fees and other legal and litigation costs), judgments and liabilities arising from, out of or in connection with the services provided hereunder, except when determined to be due to the gross

negligence or willful misconduct of the Paying Agent in performing its duties under this Agreement. In addition, the Trustees will indemnify and hold harmless the Paying Agent from any penalties that may be assessed by the Internal Revenue Service or any other governmental authority with respect to the Paying Agent's failure to perform any tax withholding or tax reporting with respect to any Third-Party Payments. This indemnification is made by the undersigned Trustees both in their capacity as Trustees and in their individual capacity. This paragraph shall survive the termination of this Agreement and of the related Trustees' Agreement.

**Arbitration.** Trustees and IR each agree to settle by arbitration any controversy between or among (i) the Trustees and IR (or any of them), and (ii) the Paying Agent, Schwab and/or affiliates, officers, directors and employees of Schwab or the Paying Agent (or any of them), which controversy relates to this Paying Agent Agreement or in any way arises out of such party's relationship to the Paying Agent or Schwab, as provided in the Schwab One® Account Agreement.

**Termination.** This Paying Agent Agreement may be terminated by any of the Trustees, IR or the

Paying Agent upon giving not less than sixty (60) days' prior written notice to the other parties (unless the other parties agree to waive notice).

**Effect of Trust Agreement.** IR and the Trustees agree that, in the event of any inconsistency between this Paying Agent Agreement and the underlying Trust Agreement, the terms of this Paying Agent Agreement shall control.

**Authority and Binding Effect.** Each of the Trustees and IR warrant that they have full power and authority to execute, deliver and perform this Agreement, that this Agreement has been duly executed and delivered by them, and that this Agreement constitutes the valid and binding obligation of such party(ies) in accordance with its terms. The Trustee further warrants that it is duly authorized by an appropriate Plan Fiduciary to delegate additional powers to the IR as provided herein.

**Entire Agreement; Governing Law.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and there are no other agreements or understandings relating to said subject matter between the parties other than those set forth herein. This Agreement shall be governed by and construed in accordance with the laws of the state of California.

By signing below, you are agreeing to the provisions of Section 7 (Limited Power of Attorney for Independent Recordkeeper), if the Trustees have initialed for Trading Authorization; and Section 8 (Paying Agent Agreement), if the Trustees have selected Paying Agent Services by checking Section 4, Part D. Please note that the PCRA Application and Agreement contains a predispute arbitration agreement.

**Signature and Date Required**

<p><b>X</b></p> <p>Independent Recordkeeper (IR) Signature (must be an officer of the firm)</p>	<p>Date</p>
<p>Print Name</p>	<p>Title</p>

**9. Terms of the PCRA Limited Power of Attorney (LPOA) Under Which Each Participant May Act** (Applies only if Section 5 is completed)

All parties hereto shall be bound by the terms of the Account Agreement (which includes this Agreement, the Schwab One Account Agreement, the LPOA executed by the Participant, and other written agreements, if any, between the Company, the Trustee or the Recordkeeper and Schwab). If any party hereto does not receive or understand the Account Agreement, such party will notify Schwab.

**10. Trustee(s)/Custodian(s) Agreement With Schwab**

In our capacity as Trustee(s)/Custodian(s) and, if applicable, all Co-Trustee(s)/Custodian(s) (collectively known as "Trustees") of the Trust, Trustees hereby request that Charles Schwab & Co., Inc. ("Schwab") open a Schwab One Account on behalf of the Plan listed in Section 2, Part B, of this Schwab Personal Choice Retirement Account® Plan Application and Agreement. Trustees agree to read and be bound by the terms of the Schwab One Account Agreement (which includes the Cash Account, Schwab One Services and, if applicable, the Schwab Money Funds, the Paying Agent Agreement and other written agreements between the Trustees and Schwab), and Trustees agree to be bound by the terms of the Account Agreement that apply to the Schwab One Account as currently in effect and as amended from time to time. If, in the future, Trustees add features to this Account governed by the foregoing agreements (e.g., Money Fund), or if Trustees change to another type of account offered by Schwab, they agree

to be bound by the terms and conditions of the features or account. If Trustees do not receive or understand the Account Agreement, Trustees will notify Schwab.

Trustees acknowledge that Schwab does not give legal or tax advice and will not advise the Trustees concerning the nature, potential value or suitability for the Trust of any particular security, transaction or investment strategy. In consideration of Schwab opening and/or maintaining Accounts for the Trust named above (the "Trust"), the undersigned Trustees of the Trust represent, warrant and certify that the representations made in the Agreement are true, complete and accurate; that the Trust is in full force and effect; and that the Trust Agreement (as defined above) has not been revoked, modified or amended in any manner that would cause the representations contained in this Agreement to be inaccurate or incorrect. Schwab will rely on this Agreement and upon the representations made herein unless and until it

receives a written Notice of Amendment, written notice of changed Trustees or written notice of any events affecting the Trustees' powers described above. The undersigned Trustees agree to send written notice promptly to Schwab of any change in Trustees, of any amendment or modification to the Trust Agreement that would cause the representations contained in this Agreement to be or become inaccurate or incorrect, or of the occurrence of any event that would affect the Trust's revocability, the Trustees' powers or any representations made in this Agreement.

The Trustees indemnify and hold harmless Schwab and each of its officers, directors, affiliates, employees and agents from, and hold such persons harmless against, any claims, judgments, surcharges, settlement amounts or other liabilities or costs of defense or settlement (including attorneys' fees) arising out of or related to any actual or alleged improper or unsuitable actions taken at such Trustees'



## 10. Trustee(s)/Custodian(s) Agreement With Schwab (Continued)

instructions in connection with the Schwab One® Account established at Schwab for the Trust. This indemnification is made by the undersigned Trustees, both in their capacities as Trustees and in their individual capacities, and shall not be limited by the Trustees' provision to Schwab of independent documentation concerning the representations made herein. The representations and obligations stated herein shall survive termination of the Trustees Agreement and the Account Agreement relating to the Trust's Schwab One Account.

**Opening the Account.** If I add features to my Account after it is opened, I agree to be bound by the terms in the agreements relating to these features.

**Limited Power of Attorney.** If an Independent Recordkeeper is named in Section 3, the provisions of the Limited Power of Attorney (LPOA) described herein apply as follows:

**Duplicate Statements.** IR is authorized to receive duplicate statements under the Trustees' representations in Section 3. Schwab will convey confirmation of all activity to IR and provide IR with paper statements, and, if applicable, the statements may be transmitted electronically via SchwabLink®.

**Relay Trading Instructions (LPOA).** If IR is authorized to relay trading instructions under the Trustees' representations in Section 3, IR may direct Schwab as to the investment of the Brokerage Account and to take other actions necessary or incidental to the execution of such instructions. Schwab, and other persons to whom Schwab has given instructions in order to implement IR's instructions, may rely on IR's instructions without obtaining any approval, countersignature or co-signature. IR's authority will include, without limitation:

- the authority to give instructions for transactions in securities and financial instruments, including the buying and selling of stocks, bonds, debentures, notes, subscription warrants, stock purchase warrants, options, mutual fund shares, evidences of indebtedness and any other securities, instruments or contracts relating to securities;
- where necessary to complete any transaction, the authority to transfer, convert, endorse, sell, assign, set over and deliver any assets held in the Brokerage Account (the "Account Assets") and to make, execute and deliver any and all written instruments of assignment and transfer; and
- strategies involving the transmission of intraday orders to buy or sell the same security or securities (a "Day Trading Strategy") are not permitted in this Account. By opening this Account, Trustees express their agreement that they do not intend to use this Account for the purpose of engaging in a Day Trading Strategy.

**Disbursement Authorization (Withdrawal Power of Attorney [WPOA]).** If IR is authorized to disburse funds to the Plan's account at another institution under the Trustees' representations in Section 3, IR may direct Schwab to disburse funds to pay benefits provided under the Plan or to pay charges authorized by the Trustees.

Accordingly, Schwab is authorized to remit checks, wire funds and otherwise make disbursements of funds held in the Brokerage Account to banks and other financial institutions for the Plan's benefit, upon IR's written instructions. Whenever this LPOA (and WPOA, if applicable) is attached to any instrument of assignment and transfer, all persons shall be entitled, without further inquiry or investigation and regardless of the date of the LPOA (and WPOA, if applicable), to act in reliance upon the assumption that the Account Assets named in such instrument were duly and properly transferred, endorsed, sold, assigned, set over and delivered, and that with respect to such Account Assets the authority conferred herein is still in full force and effect.

**Payment of IR Fees.** If Schwab is authorized to deduct IR fees under the Trustees' representations in Section 3, Trustees agree that the Trustees shall be responsible for all tax withholding and/or tax reporting (including, without limitation, IRS Form 1099-MISC) with respect to any such payments, and Schwab shall have no responsibility for any such tax reporting. The Trustees agree to indemnify and hold Schwab harmless from any penalties that may be assessed by the Internal Revenue Service or any other governmental authority with respect to Schwab's failure to perform any tax reporting with respect to any such fees paid to IR.

**Schwab One Agreement.** Trustees further request PNC Bank to issue checks as indicated on this Agreement. Trustees authorize Schwab to make inquiries for the purpose of verifying Trustees' creditworthiness. Such inquiries may include verifying the information Trustees have given in the Agreement and obtaining credit reports. Trustees further authorize Schwab to disclose information to others about Trustees and their Accounts when it is necessary for completing transactions or administering service that Schwab provides to comply with a subpoena, court order or request from a government agency or law enforcement authority; to verify the existence and condition of the Account for a third party, such as a credit bureau or merchant; and as otherwise authorized by the Schwab One Account Agreement.

**Verification.** The Trustees authorize Schwab to inquire from any source, including a consumer reporting agency, as to their identity (as required by federal law), creditworthiness and ongoing eligibility for the Account at account opening, at any time throughout the life of the account, and thereafter for debt collection or investigative purposes.

**Appointment of Agents by IR.** Trustee acknowledges and agrees that IR is authorized to appoint Agents to assist it in the fulfillment of its duties as IR under this Agreement. Trustee authorizes Schwab to accept direction from any such Agent(s) as if that direction came from IR. Furthermore, Schwab is directed to work with such Agent(s) as if Agent(s) were appointed under this Agreement.

**Role of Charles Schwab & Co., Inc.** Trustees acknowledge and agree that:

- Schwab will merely effect trades as directed by IR;
- Trustees are responsible for determining the nature, potential value and suitability for the Trust of any particular security, transaction or investment strategy; Schwab does not give legal or tax advice regarding particular stocks, including advice involving suitability of and investment strategies for particular stocks;
- In accordance with the Schwab One Account Agreement, Trustees agree that all debts and other obligations owed to Schwab by any party will be secured by a lien on all Securities and Other Property now or hereafter held, carried or maintained in any of Trustee's present or future brokerage accounts with Schwab;
- Schwab will not give investment advice to IR, or legal or tax advice or advice regarding particular stocks, including advice involving suitability of and investment strategies for particular stocks, to the Trustees or the Plan Sponsor;
- Schwab is not acting as a fiduciary;
- The Trustees (and not Schwab) are responsible for investigating and selecting IR;
- IR is not affiliated with or controlled or employed by Schwab, and Schwab has not approved, recommended or endorsed IR;
- Schwab has no duty to supervise or monitor trading by IR in the Schwab One Account unless there is activity that appears to violate our Account Agreement;
- Schwab has no duty to review the documents under which the Plan is maintained, to update these documents or to request a determination letter from the Internal Revenue Service concerning the Plan documents;
- Schwab has no duty to determine or review allocations of contributions among Participants, or to perform any recordkeeping functions for the Plan;
- Schwab has no duty to review Plan investments for compliance with ERISA (the Employee Retirement Income Security Act of 1974, as amended) (including determining whether any investments constitute prohibited transactions under ERISA) or to determine whether Plan investments will result in exposure to the tax on unrelated business taxable income, or to review the Plan documents to determine whether any investment instructions are in accordance with the terms of the Plan;
- Schwab has no duty to assist in complying with any obligations that may be imposed under ERISA, including, without limitation, the reporting, participant disclosure or bonding requirements of ERISA;
- Schwab has no duty to determine the valuation of any assets in the Account that are not traded on a recognized exchange; and
- Schwab has no duty to assist in complying with any legal obligations that may apply to distributions from the Plan, to determine whether any distributions are required under the "required minimum distribution" rules of the Internal Revenue Code, to determine whether any distributions that Schwab may be



## 10. Trustee(s)/Custodian(s) Agreement With Schwab (Continued)

instructed to make are properly authorized under the terms of the Plan, or to review any beneficiary designations that may be made by Plan Participants.

Charles Schwab Bank is a wholly owned subsidiary of The Charles Schwab Corporation and is an affiliate of Charles Schwab & Co., Inc.

**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.

**Waiver of Class Action or Representative Action.** Neither you nor Schwab shall be entitled to arbitrate any claims as a class action or representative action, and the arbitrator(s) shall have no authority to consolidate more than one parties' claims or to proceed on a representative or class action basis.

You and Schwab agree that any actions between us and/or Related Third Parties shall be brought solely in our individual capacities. You and Schwab hereby waive any right to bring a class action, or any type of representative action against each other or any Related Third Parties in court. You and Schwab waive any right to participate as a class member, or in any other capacity, in any class action or representative action brought by any other person, entity or agency against Schwab or you.

**10. Trustee(s)/Custodian(s) Agreement With Schwab** (Continued)

THIS AGREEMENT WITH SCHWAB INCLUDES A PREDISPUTE ARBITRATION CLAUSE. YOU ACKNOWLEDGE RECEIPT OF THE PREDISPUTE ARBITRATION CLAUSE CONTAINED IN SECTION 10, PAGE 10.

By signing this Agreement, the Trustee(s)/Custodian(s) hereby certifies(y) that Schwab is authorized to follow the instructions of any Trustee/Custodian and to deliver funds, securities or other assets in the brokerage account to any Trustee/Custodian or on any Trustee's/Custodian's instructions. In addition, by signing this Agreement, each Trustee/Custodian agrees to its terms and consents to Schwab's: (i) sending, by mail, electronic delivery and/or other means, duplicate copies of account trade confirmations, account statements and any other information relating to the Trustee/Custodian and the Account to Account Trustee's/Custodian's IR; (ii) sending such information about the Trustee/Custodian and the Account to third parties (such as CPAs or performance-reporting companies) as Trustee's/Custodian's IR shall direct Schwab; and (iii) disclosing information about Trustee/Custodian and the Account to other third parties as provided in this Account Application and Agreement.

All Trustees/Custodians listed in Section 2, Part C, must sign here.

**Signature(s) and Date(s) Required**

**X**  
Trustee/Custodian Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

**X**  
Co-Trustee/Custodian Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

**X**  
Co-Trustee/Custodian Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

**X**  
Co-Trustee/Custodian Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

**11. Schwab One® Signature Card**

If you wish to add Schwab One or Automated Clearing House (ACH), all Trustees/Custodians and Independent Recordkeepers, as applicable, who are authorized to write checks must sign below.

**Signature(s) and Date(s) Required**

**X**  
Trustee/Custodian Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

**X**  
Co-Trustee/Custodian Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

**X**  
Co-Trustee/Custodian Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

**X**  
Co-Trustee/Custodian Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

**Signature and Date Required**

**X**  
Independent Recordkeeper Signature (must be an officer of the firm) \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_



Exhibit A

# Schwab Personal Choice Retirement Account® (PCRA) Plan Trading Menu Establishment

Complete each section below to indicate the securities that the PCRA Participants have the ability to trade. These selections create the PCRA Trading Menu and apply to any PCRA associated with the Plan.

The Trustee(s) and/or Plan Sponsor authorize(s) Schwab to allow any Participant who completes a Schwab PCRA Limited Power of Attorney (LPOA) for Participant form to make trades in the Participant’s respective PCRA. A Participant will never be restricted from selling a position unless Schwab is instructed by the Trustee(s) and/or Plan Sponsor. The Trustee(s) and/or Plan Sponsor acknowledge(s) that they are responsible for determining whether any of the investments selected below (including any employer securities) are permissible under the terms of the Plan, the Internal Revenue Code (the “Code”), or the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), and that Schwab shall have no responsibility or liability with respect to such determination. Please note that, generally, 403(b) contributions can only be invested in SEC-registered fund shares.

**Trading restrictions.** PCRA’s may not include trading on collectibles, currencies, precious metals, real estate, futures, commodities, private placements, margin accounts or short sales. If specifically allowed by Participant’s retirement plan and approved by Schwab, Participant may be able to write covered calls and buy protective puts. Participant should complete a Schwab Personal Choice Retirement Account (PCRA) Options Application—Participant form to be approved to trade options.

**A. Taxable Mutual Funds:**

- All except those listed in Section I
- Mutual Fund OneSource®/Schwab Funds® only<sup>1</sup>
- None except those listed in Section I

**B. Tax-Exempt Mutual Funds:**

- All except those listed in Section I
- Mutual Fund OneSource/Schwab Funds only<sup>1</sup>
- None except those listed in Section I

**C. Equities:** (To include foreign securities that trade over-the-counter, you must select “All except those listed in Section I” below and under Section G.)

- All except those listed in Section I
- Listed only<sup>2</sup>
- Listed and NASDAQ market securities only<sup>3</sup> (Selecting this will exclude all foreign securities on other exchanges, including over-the-counter securities.)
- Exchange-traded funds (ETFs)<sup>4</sup>
- Closed-end mutual funds
- ETFs and closed-end mutual funds
- None except those listed in Section I

**D. Publicly Traded Limited Partnerships<sup>5</sup>:** (Please read important footnote on the next page.)

- All except those listed in Section I
- None except those listed in Section I

**E. Taxable Fixed Income<sup>6</sup>:**

- All except those listed in Section I
- None except those listed in Section I
- Certificates of deposit (CDs) only

**F. Tax-Exempt Fixed Income:**

- All except those listed in Section I
- None except those listed in Section I
- Treasuries only

**G. Foreign Securities<sup>7</sup>:**

- All except those listed in Section I
- None except those listed in Section I

**H. Options:** (Options trading is limited to writing covered calls and buying protective puts.)

- Yes. Options trading is permitted on the plan-level account by the Plan document and on all associated PCRA’s. **Note:** All parties with trading authority must complete a separate Schwab Options Application.
- No. Options trading is not permitted.

**I. Please list all exceptions below.** If you have more than four exceptions, please attach an additional sheet.

Please check whichever applies.

Fund/Security Description	CUSIP Number	Symbol	Permitted	Not Permitted
_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>

<sup>1</sup> Charles Schwab & Co., Inc. (Member SIPC) receives remuneration from fund companies for recordkeeping and shareholder services and other administrative services for shares purchased through Schwab's Mutual Fund OneSource® program. Schwab also may receive remuneration from transaction fee fund companies for certain administrative services.

Trades in no-load mutual funds available through OneSource (including Schwab Funds®), as well as certain other funds, are available without transaction fees when placed through Schwab.com or our automated phone channels. Schwab reserves the right to change the funds we make available without transaction fees and to reinstate fees on any funds. Funds are also subject to management fees and expenses.

Schwab's short-term redemption fee will be charged on redemption of funds (except certain Schwab Funds) bought through Schwab's Mutual Fund OneSource program (and certain other funds) with no transaction fee and held for 90 days or less. Schwab reserves the right to exempt certain funds from this fee, including Schwab Funds, which may charge a separate redemption fee, and funds that accommodate short-term trading.

<sup>2</sup> Equity trading is limited to securities listed on the New York Stock Exchange (NYSE), NYSE Amex Equities, and other exchanges (excludes the NASDAQ Stock Market, Inc. [NASDAQ] and over-the-counter [OTC] securities).

<sup>3</sup> Securities that are not available to trade include pink sheets, over-the-counter securities, and Bulletin Board stocks.

<sup>4</sup> Investment returns will fluctuate and are subject to market volatility, so that an investor's shares, when redeemed or sold, may be worth more or less than their original cost. Unlike mutual funds, shares of ETFs are not individually redeemable directly with the ETF. All ETFs are subject to management fees and expenses.

<sup>5</sup> Restricting publicly traded limited partnerships will exclude the purchase of any publicly traded security (which may include certain ETFs, royalty trusts, and other possible securities) that reports income via a Schedule K-1 Form, and as a result could generate Unrelated Business Taxable Income (UBTI).

<sup>6</sup> Excludes debt securities issued by Charles Schwab & Co., Inc. and its affiliates. These securities are not allowed to be purchased in a PCRA.

<sup>7</sup> Restricting foreign securities does not include American Depositary Receipt (ADR) securities traded on a domestic equity market, but does restrict the purchase of non-ADR foreign securities available on the U.S. OTC market.

