

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

charles SCHWAB

www.schwab.com
1-888-393-PCRA (7272)

Page 1 of 4

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 Plan Administrator.

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 Plan Administrator 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.

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 Plan Administrator.

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

- Traditional PCRA Roth PCRA (if your Plan allows)

Retirement Plan Name/Employer*			
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†
Mother's Maiden Name		Date of Birth (mm/dd/yyyy)	Social Security Number
ID Number	<input type="checkbox"/> Driver's License <input type="checkbox"/> State <input type="checkbox"/> Passport	Place of Issuance	Expiration Date (mm/dd/yyyy)
Country(ies) of Citizenship (Must list all.) <input type="checkbox"/> USA <input type="checkbox"/> Other: _____		Country of Legal Residence* <input type="checkbox"/> USA <input type="checkbox"/> Other: _____	

Securities industry regulations require that we collect the following information:

Check only one: <input type="checkbox"/> Employed <input type="checkbox"/> Self-employed <input type="checkbox"/> Retired <input type="checkbox"/> Student <input type="checkbox"/> Not employed			
Employer		Occupation/Position	
Business Street Address		City	State Zip Code
List any securities firm, bank, trust company or insurance company in which you are an employee, director or owner.‡			
List all publicly traded companies in which you are a director, 10% shareholder or policy-making officer. Specify using stock symbols:			
Marital Status <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Divorced		Number of Dependents	

*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.

‡ If you have indicated your legal residency is outside the U.S., please attach a completed W-9 form (available at www.irs.gov).

§ You **must** attach a Rule 3210 letter from your company Compliance Officer if licensed by a securities firm.

FOR CHARLES SCHWAB USE ONLY:					
Approved by		Print Name of Approver		Date Approved	
Index as Document Number 280	Plan ID Number	Account Number			



3. Create Your Investment Profile

Securities industry regulations require that we request this information.

Overall Investment Objective of Account:*

- Capital Preservation
 Income
 Growth
 Speculation

Investment Knowledge:

- None
 Limited
 Good
 Extensive

Investment Experience:

- None
 Limited
 Good
 Extensive

Federal Income Tax Bracket:

- 10%
 15%
 27%
 30%
 35%
 38.6%
 Other: _____

Annual Income:

- Under \$15,000
 \$15,000–\$24,999
 \$25,000–\$49,999
 \$50,000–\$99,999
 \$100,000 or More

Liquid Net Worth:

- Under \$25,000
 \$25,000–\$49,999
 \$50,000–\$99,999
 \$100,000–\$249,999
 \$250,000 or More
 Specify: _____

*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. 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 by the Custodial Institution for the Plan (the "Institution"), 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.

PCRA Fees. The Retirement Plan Service Provider, Trustee or Institution 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 Accounts*.

Understanding Our Agreement. Participant agrees to:

- Read 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 Participant adds features 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 is responsible for determining the nature, potential value and suitability of any particular security, transaction or investment strategy;
- Except as provided in this section, Schwab is not 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 Institution 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 Institution 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 into 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 and buy protective 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

4. Agreement (Continued)

• Any dispute between Participant and the Trustee(s) (or the Institution [if applicable]) except when Charles Schwab Bank, or any of its affiliates, acts as the Trustee(s) (or the Institution [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.

Transfers to and From PCRA and Distributions.

Participant is solely responsible for contacting Participant's Retirement Plan Service Provider to direct transfers between Participant's PCRA and the core investment options, if applicable, available through Participant's retirement plan. Transfers into Participant's PCRA will be automatically invested (swept) into the Schwab Money Market Fund™ until Participant instructs Schwab to allocate funds into other investments. Transfers out of Participant's PCRA to the core investment options will be made from the Schwab Money Market Fund. Participant is solely responsible for instructing Schwab to liquidate sufficient PCRA assets for a cash distribution from the plan, including a lump-sum distribution, and for ensuring that sufficient funds are held in the Schwab Money Market Fund prior to requesting any cash transfer from PCRA. Participant may be able to make an in-kind transfer or distribution, such as one in the form of a direct rollover to an Individual Retirement Account (IRA). Contact your Retirement Plan Service Provider to determine eligibility for an in-kind transfer or distribution.

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. All modifications and amendments hereto must be in writing and signed by both parties.

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.

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

FOR CHARLES SCHWAB USE ONLY:									
Approved by			Print Name of Approver				Date Approved		
Index as Document Number	Plan ID Number	Account Number							
280									



4. Agreement (Continued)

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.

THE AGREEMENT WITH SCHWAB INCLUDES A PREDISPUTE ARBITRATION CLAUSE. YOU ACKNOWLEDGE RECEIPT OF THE PREDISPUTE ARBITRATION CLAUSE CONTAINED IN SECTION 4, PAGES 3-4, 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 4) with your original signature to your Plan Administrator. Please keep a copy for your records.

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 by the Custodial Institution for the Plan (the "Institution"), 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.

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- 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.

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Role of Charles Schwab & Co., Inc.

Participant acknowledges that:

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- Except as provided in this section, Schwab is not 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.

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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 into other investments, if so desired, once funds have been invested (swept) into the sweep vehicle.

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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 the Institution [if applicable]) except when Charles Schwab Bank, or any of its affiliates, acts as the Trustee(s) (or the Institution [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.

Transfers to and From PCRA and Distributions. Participant is solely responsible for contacting Participant's Retirement Plan Service Provider to direct transfers between Participant's PCRA and the core investment options, if applicable, available through Participant's retirement plan. Transfers into Participant's PCRA will be automatically invested (swept) into the Schwab Money Market Fund until Participant instructs Schwab to allocate funds into other investments. Transfers out of Participant's PCRA to the core investment options will be made from the Schwab Money Market Fund. Participant is solely responsible for instructing Schwab to liquidate sufficient PCRA assets for a cash distribution from the plan, including a lump-sum

distribution, and for ensuring that sufficient funds are held in the Schwab Money Market Fund™ prior to requesting any cash transfer from PCRA. Participant may be able to make an in-kind transfer or distribution, such as one in the form of a direct rollover to an Individual Retirement Account (IRA). Contact your Retirement Plan Service Provider to determine eligibility for an in-kind transfer or distribution.

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. All modifications and amendments hereto must be in writing and signed by both parties.

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.

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.

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