

Important instructions for completing this form

The form you requested follows this page. You can either complete it on your computer and then print it out, or print it out first and fill it in by hand. Please complete the form in English.

Follow these easy steps to complete your form:

1. Scroll down and type the requested information in the corresponding field.

Name (First)
John

- You can move among the fields by using your mouse or the “Tab” key.
- If you’d like to clear all the fields you’ve completed, click the **CLEAR** button.

2. When you’ve completed the form, click the **PRINT** button.

Please note: Adobe® Reader® does not allow you to save your work. It’s very important that you print out your form immediately after completing it.

3. When your form is complete, please review, sign and mail it to one of the following addresses:

Standard U.S. mail:

Attn: International Operations
Charles Schwab & Co., Inc.
P.O. Box 2912
Phoenix, AZ 85062-2912
USA

International mail/overnight delivery:

Attn: International Operations
Charles Schwab & Co., Inc.
2423 E. Lincoln Drive
Phoenix, AZ 85016-1215
USA

Be sure to enclose any accompanying materials with your form (such as a check for an initial deposit to open a new account). Should you have any questions or need help, just call **1-888-686-6916** (inside the U.S.) or **+1-415-667-8400** (outside the U.S.).

Schwab One International® Account

Process By
Schwab Int'l
Operations Only

charlesSCHWAB

Open a U.S. dollar-denominated account with Charles Schwab. Start the application process today.

Our commitment to our clients is to deliver exceptional customer service at all times. In order to deliver this level of service, we are available by phone to answer any questions you may have about application forms and supporting documents. Please do not hesitate to contact us at +1-415-667-8400 (outside the U.S.) or 1-877-686-1937 (inside the U.S.) for all of your account-opening questions.

www.schwab-global.com
1-877-686-1937 (inside the U.S.) or
+1-415-667-8400 (outside the U.S.)

Step 1 Complete the account application and assemble the required supporting documents

Schwab One International Account Application

- Do not use this form for Corporate or Personal Investment Company accounts. Please call us to request a Schwab One International Corporate Account Application OR click “Apply for an Account” at www.schwab-global.com.
- Do not use this form if you reside in the U.K. or Switzerland. Please call us to request the correct application OR click “Open an Account” at www.schwab.co.uk.

Substitute Form W-8BEN

Complete one form for each non-U.S. citizen/resident account holder.

If there is a U.S. address in your account documentation, such as your mailing address or U.S.-based Power of Attorney (POA), please supply the additional documents listed in the Form W-8BEN instructions.

Clear photocopy of a current passport for each applicant

Personal information, signature and photo must be clearly visible. Also required for any Power of Attorney (POA) on the account.

One bank (or financial institution) statement and one utility bill dated within the last six months

Examples of utility bill include:

- Gas
- Electricity
- Water
- Property tax or mortgage receipt

In lieu of a financial institution statement and utility bill, you may provide a verifiable letter of reference from a known bank or financial institution.

Authorization to Purchase Offshore Investment Shares

Required if you want to invest in offshore funds, including non-U.S. registered money market sweep funds. For non-U.S. persons only, not available in all countries.

Step 2 Review the additional documents provided

Charles Schwab Pricing Guide and pricing amendments (if applicable)

U.S. Tax and Estate Disclosure to Non-U.S. Persons

Find out the basics of certain estate planning and tax considerations you should take into consideration when making your investment decisions.

A Commitment to Your Privacy

Read this document for details on Schwab's privacy policy.

Step 3 Fund your account

Minimum to open

Minimum US\$25,000 to open a Schwab One International account. Account can be funded by:

- Check or money order (payable to the name[s] of the account holder[s]; third-party checks/money orders not accepted),
- Wire transfer (see “Instructions to Transfer Money to Your Schwab Account”), and/or
- Transfer from another brokerage firm (use the “Transfer Your Account to Schwab” form).

An international certified representative will be calling you for additional information if you do not have an existing Schwab account.

Mail all completed and signed documents to Schwab International Operations, P.O. Box 2912, Phoenix, AZ 85062-2912, USA, or send overnight delivery to Schwab International Operations, 2423 E. Lincoln Drive, Phoenix, AZ 85016-1215, USA.

Schwab One International® Account Application

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- Do not use this form for Custodial, IRA, Corporate, Partnership, Non-Incorporated, Investment Club, Estate or Trust accounts. Contact Schwab for the correct application.
- Do not use this form if you are a U.K. or Swiss resident. Please call Schwab for the correct application.

www.schwab-global.com
1-877-686-1937 (inside the U.S.) or
+1-415-667-8400 (outside the U.S.)

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Each account application must include the following:

- US\$25,000 minimum to open the account (can be a combination of check, money order and/or securities).
 - A completed Internal Revenue Service Substitute Form W-8BEN (non-U.S. citizens/residents only) for each applicant.
 - An Authorization to Purchase Offshore Investment Shares (if applicable) signed by each account applicant.
 - A clear photocopy of the inside pages of your current passport(s), including photo, signature and personal information for each account applicant.
 - One bank (or financial institution) statement and one utility bill dated within the last six months. One of the documents must be an original.
- In lieu of a financial institution statement and utility bill, you may provide a verifiable letter of reference from a known bank or financial institution.
- Submit completed form and all required documents to: **Schwab International Operations, P.O. Box 2912, Phoenix, AZ 85062-2912, USA.**

1. Establish Your Schwab One International Account

Complete all sections below. We respect your privacy. Schwab will use the information you provide to open and service your accounts, communicate with you, and provide you with information about our products and services. Read about Schwab's privacy policy at www.schwab-global.com. As required by U.S. federal law, Schwab will use the information provided below to verify your identity.

Title Your Account Select only one; laws vary and restrictions may apply.

- Individual** **Joint Tenants with Right of Survivorship**— If one owner dies, his/her interest passes to the surviving owner(s). **Tenants in Common**—If one owner dies, his/her interest passes to his/her estate (50/50, unless otherwise noted). **Other**—Contact Schwab to obtain additional documents that must accompany this application. Certain restrictions apply.

Account Holder

Name (First) (Middle) (Last/Surname)	
Home Street Address (no P.O. boxes)	
City/State or Province/Country/Postal or Zip Code	
Country(ies) of Citizenship (Must list all.) <input type="checkbox"/> USA <input type="checkbox"/> Other: _____	Country of Legal (Physical) Residence <input type="checkbox"/> USA <input type="checkbox"/> Other: _____
Mailing Address (if different from above; P.O. boxes may be used)	
Home Telephone Number (Country Code) (City/Area Code) (Number) / /	Business Telephone Number (Country Code) (City/Area Code) (Number) / /
Cellular Telephone Number (Country Code) (City/Area Code) (Number) / /	Fax (Country Code) (City/Area Code) (Number) / /
Email Address* (Required to access your account through the web.)	
U.S. Social Security/Tax ID No. (if applicable)	Date of Birth (mm/dd/yyyy)
Passport Number	Place of Issuance
Expiration Date	
Mother's Maiden Name	Are you known by another name? Specify:

Additional Account Holder (if applicable)

Name (First) (Middle) (Last/Surname)	
Home Street Address (no P.O. boxes)	
City/State or Province/Country/Postal or Zip Code	
Country(ies) of Citizenship (Must list all.) <input type="checkbox"/> USA <input type="checkbox"/> Other: _____	Country of Legal (Physical) Residence <input type="checkbox"/> USA <input type="checkbox"/> Other: _____
Mailing Address (if different from above; P.O. boxes may be used)	
Home Telephone Number (Country Code) (City/Area Code) (Number) / /	Business Telephone Number (Country Code) (City/Area Code) (Number) / /
Cellular Telephone Number (Country Code) (City/Area Code) (Number) / /	Fax (Country Code) (City/Area Code) (Number) / /
Email Address* (Required to access your account through the web.)	
U.S. Social Security/Tax ID No. (if applicable)	Date of Birth (mm/dd/yyyy)
Passport Number	Place of Issuance
Expiration Date	
Mother's Maiden Name	Are you known by another name? Specify:

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"/> Homemaker <input type="checkbox"/> Not employed		
Employer	Occupation/Position	Industry of Employment
Business Street Address		
City/State or Province/Country/Postal or Zip Code		
Are you affiliated with or employed by a stock exchange or member firm of an exchange or FINRA, or a municipal securities broker-dealer? <input type="checkbox"/> No <input type="checkbox"/> Yes (If "yes," you must attach a letter from your employer approving the establishment of your account when submitting this application.)		
Are you a director, 10% shareholder or policy-making officer of a publicly held company? <input type="checkbox"/> No <input type="checkbox"/> Yes (If "yes," enter company name _____ and trading symbol _____.)		
Marital Status <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Divorced	Number of Dependents	
Investment Experience: <input type="checkbox"/> None <input type="checkbox"/> Limited <input type="checkbox"/> Good <input type="checkbox"/> Extensive	Annual Income: <input type="checkbox"/> Under \$15,000 <input type="checkbox"/> \$15,000-\$24,999 <input type="checkbox"/> \$25,000-\$49,999 <input type="checkbox"/> \$50,000-\$99,999 <input type="checkbox"/> \$100,000 or More	Liquid Net Worth: <input type="checkbox"/> Under \$25,000 <input type="checkbox"/> \$25,000-\$49,999 <input type="checkbox"/> \$50,000-\$99,999 <input type="checkbox"/> \$100,000-\$249,999 <input type="checkbox"/> \$250,000 or More Specify: _____

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"/> Homemaker <input type="checkbox"/> Not employed		
Employer	Occupation/Position	Industry of Employment
Business Street Address		
City/State or Province/Country/Postal or Zip Code		
Are you affiliated with or employed by a stock exchange or member firm of an exchange or FINRA, or a municipal securities broker-dealer? <input type="checkbox"/> No <input type="checkbox"/> Yes (If "yes," you must attach a letter from your employer approving the establishment of your account when submitting this application.)		
Are you a director, 10% shareholder or policy-making officer of a publicly held company? <input type="checkbox"/> No <input type="checkbox"/> Yes (If "yes," enter company name _____ and trading symbol _____.)		
Marital Status <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Divorced	Number of Dependents	
Investment Experience: <input type="checkbox"/> None <input type="checkbox"/> Limited <input type="checkbox"/> Good <input type="checkbox"/> Extensive	Annual Income: <input type="checkbox"/> Under \$15,000 <input type="checkbox"/> \$15,000-\$24,999 <input type="checkbox"/> \$25,000-\$49,999 <input type="checkbox"/> \$50,000-\$99,999 <input type="checkbox"/> \$100,000 or More	Liquid Net Worth: <input type="checkbox"/> Under \$25,000 <input type="checkbox"/> \$25,000-\$49,999 <input type="checkbox"/> \$50,000-\$99,999 <input type="checkbox"/> \$100,000-\$249,999 <input type="checkbox"/> \$250,000 or More Specify: _____

*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-global.com.



2. Overall Investment Objective of Account

Capital Preservation Income Growth Speculation

3. Select Your Account Features**Margin Trading**

To trade on margin, you borrow from Schwab, using all your Schwab assets as security for your loan. Margin transactions are riskier than cash purchases. It is your responsibility to carefully consider your individual circumstances and market conditions before trading on margin. Read the margin risk disclosure and the Account Agreement for more information on your obligations and risks.

Margin trading features are **automatically included**, unless you check the box below.

Do NOT add margin trading.

Enrollment for Electronic Trade Confirmations

By providing your email address, you also consent to receiving Schwab eConfirms™ (trade confirmations sent to your email address detailing any purchase or sale of a security). Unless you check the box below, we will soon send you an email to the address listed in Section 1 with more information about eConfirms and your consent, and to verify your email address. Later, if you decide you do not want eConfirms, you may change your election and receive paper trade confirmations through the mail. If we can't verify your email address or are unable to deliver email to you at that address, we will send you paper trade confirmations through the mail.

No, at this time I do not want eConfirms.

Checks and Visa® Debit Card (optional)

Select one of the following options and sign the Signature Card on page 3. If no selection is made, the default selection will be "Checks only." Upon receipt of your starter checks, you will have the opportunity to order additional customized checks.

Checks only Checks and Visa Debit Card Checks and two Visa Debit Cards*

*Second Visa debit card available only for issuance in Additional Account Holder's name.

4. How did you hear about Charles Schwab? (Check one.)

- General reputation/news coverage
 Referred by another individual
 Traditional media advertising (such as a U.S. financial magazine)
 Schwab website or Schwab web advertisement

5. Additional Regulatory Questions

A. Are you, or are any of your immediate family members, a current or former senior official in the executive, legislative, administrative, military or judicial branch of any non-U.S. government; a senior official of a major non-U.S. political party; or a senior executive of an enterprise owned by a non-U.S. government; or do you maintain a close personal or professional relationship with such an individual?

Yes No

If yes, please describe the person who has the position and your relationship if it is not yourself: _____

B. Describe the source of funds deposited to the account:

Capital Corporate income Sale of property

Describe: _____

Other (describe): _____

6. Schwab One International® Account Information

You may have the Free Credit Balances as defined in the Schwab One® Account Agreement ("Account Agreement") in your Schwab One International Account ("Account") earn taxable interest or be swept into a sweep fund ("Fund"). A Fund may be managed by a manager outside the Schwab group. If no Fund is available in your jurisdiction or if no box is checked, you will earn Schwab One International interest, which is taxable.

Please read and select one of the following:

Sweep Fund Feature (Submit a completed Authorization to Purchase Offshore Investment Shares if this feature is selected.)

If available in my (our) jurisdiction, I (we) elect to have the Free Credit Balances in my (our) Account automatically invested (i.e., swept) into shares of a short-term liquidity fund. My (our) Free Credit Balances will be placed into a Fund as my (our) Primary Fund (as defined in the Money Fund Sweep Feature section of the Account Agreement) depending upon my (our) jurisdiction. I (we) understand that the terms and conditions, including those regarding automatic investment and redemption, of the Money Fund Sweep Feature section of the Account Agreement apply to the Fund, and I (we) agree to be bound by them.

6. Schwab One International® Account Information (Continued)

Funds may not be purchased or held by U.S. citizens, U.S. residents or U.S. persons, or Irish residents and are not available in all countries. Distributions to investors who are not U.S. residents or citizens may not be subject to U.S. withholding tax, provided the account holder(s) has (have) provided documentation of status required by the U.S. Internal Revenue Service. I (we) understand that if I (we) open the Account while physically present in the U.S., I (we) will not have the option of using a Fund until I (we) complete an Authorization to Purchase Offshore Investment Shares when outside the U.S. and until that time I (we) select the taxable interest feature.

☐ Taxable Interest Feature

I (we) elect to earn taxable interest on the Free Credit Balances in my (our) Account.

7. Fund Your Account Minimum US\$25,000 deposit is required.

- ☐ Check enclosed for US\$ _____
☐ Transfer Your Account to Schwab form (enclosed)
☐ Wired funds

Quarterly account service fees may apply if your household balance falls below certain thresholds in a given calendar quarter. Please see the most current Charles Schwab Pricing Guide (the "Guide"), including any amendments to the Guide, for more details on fees.

8. Authorization to Open Account

By signing this Application, you acknowledge that you have received and read a copy of the attached Application Agreement, which contains a predispute arbitration provision. You acknowledge that your signature signifies and constitutes your agreement that this Account and your relationship with Schwab will be governed by the Application Agreement and all incorporated agreements and disclosures, including, but not limited to, the Schwab One® Account Agreement and the Charles Schwab Pricing Guide, each as

amended from time to time (the "Agreement and Disclosures"). You understand there are fees associated with establishing, maintaining, engaging in transactions and transferring assets out of this Account. Unless you have declined the margin feature, you acknowledge that securities securing loans from Schwab may be lent to Schwab and lent by Schwab to others. You also acknowledge that if you trade "on margin," you are borrowing money from Schwab and that you understand the requirements and risks associ-

ated with margin borrowing as summarized in the Margin Borrowing at Schwab Overview and Disclosure Statement included with this Application.

For purposes of this Account Application and the attached Application Agreement, the terms "you," "your" and "Account Holder" refer to each person who signs this Account Application. The terms "we," "us," "our," and "Schwab" refer to Charles Schwab & Co., Inc.

THE CERTIFICATION IN THE BOX BELOW DOES NOT APPLY TO ANYONE WHO HAS SUBMITTED A SUBSTITUTE FORM W-8BEN.

You certify under penalty of perjury that (1) the number shown on this Application is your correct taxpayer number; (2) you are not subject to back-up withholding because (a) you are exempt from back-up withholding, or (b) you have not been notified by the Internal Revenue Service (IRS) that you are subject to back-up withholding as a result of a failure to report all interest and dividends, or (c) the IRS has notified you that you are no longer subject to back-up withholding, and (3) you are a U.S. person (including a U.S. resident alien). (You understand that if you have been notified by the IRS that you are subject to back-up withholding as a result of dividend or interest underreporting and you have not received a notice from the IRS advising you that back-up withholding is terminated, you must strike or cross out the information contained in item 2 above.) The IRS does not require your consent to any provision of this document other than the certifications required to avoid back-up withholding.

The Agreement with Schwab includes a predispute arbitration clause. You acknowledge receipt of the predispute arbitration clause contained in Section 15, page 2, of the attached Application Agreement.

PLEASE SIGN BELOW IN BLUE OR BLACK INK ONLY. Your signature below will also serve as a signature card.

Signature(s) and Date(s) Required

Signature and Date fields for Account Holder and Additional Account Holder.

FOR CHARLES SCHWAB USE ONLY: Branch Office and Account Number, DDA Number, Customer ID Number, Source Code, Approved By, Print Name of Approver, Date.



Margin Borrowing at Schwab Overview and Disclosure Statement

charles SCHWAB

This is important information regarding margin borrowing, if you have requested the margin feature on your brokerage account. Please retain this document for your files.

A margin loan can be a powerful tool for maximizing your investments and is a convenient way to borrow against the securities you hold in your portfolio.

Margin loan proceeds can be used to buy additional securities and diversify your portfolio, as well as for non-investing needs and activities. Other benefits of margin loans can include competitive rates, no loan-origination fees and no preset payment schedule.

Schwab's margin account also enables you to sell short and potentially profit from downward price movements. Selling short involves additional market risk; be sure to familiarize yourself with short selling before using this strategy.

A complete list of terms and conditions pertaining to margin trading and short selling, including credit terms and policies, can be found in the Account Agreement. Please read this important document before opening a margin account.

When considering a margin loan, you should determine how the use of margin fits your own investment philosophy. Because of the risks involved, it is important that you fully understand the rules and requirements involved in trading securities on margin. The following paragraphs highlight some of these critical aspects of margin trading:

Margin trading increases your level of market risk. Margin trading increases your buying power, allowing you to purchase a greater amount of securities with your investing dollar. Therefore, your exposure to market volatility increases—a declining market could result in even greater losses. *A decline in the value of your securities that you purchase on margin may require you to provide additional funds to Schwab in order to avoid the forced sale of those securities or other securities in your account.*

Your downside is not limited to the collateral value in your margin account. If the securities in your account decline in value, so does the value of the collateral supporting your loan. When the value of the collateral falls below the maintenance margin requirements, or Schwab's higher "house" requirements, Schwab can move to protect its position. In order to cover margin deficiencies, Schwab may issue you a margin call—a request for additional cash—or sell securities from your account. If a sale does not cover the deficiency, you will be responsible for any shortfall.

Schwab may initiate the sale of any securities in your account, without contacting you, to meet a margin call. Schwab will attempt to involve you in the case of margin deficiency; however, market conditions may require the firm to quickly sell any of your securities without your consent. Because the securities are collateral for the margin loan, Schwab has the right to decide which security to sell in order to protect its interests. Even if Schwab has contacted you and provided a specific date by which you can meet a margin call, the firm can still take necessary steps to protect its financial interests, including immediately selling the securities without prior notice to you.

Schwab may increase its "house" maintenance margin requirements at any time and is not required to provide you with advance written notice. Changes in Schwab's policy regarding "house" maintenance margin requirements often take effect immediately and may result in the issuance of a maintenance margin call. Your failure to satisfy the call may cause Schwab to liquidate or sell securities in your account.

You are not entitled to an extension of time on a margin call. While an extension of time to meet margin requirements may be available to customers under certain conditions, a customer does not have a right to the extension.

Some accounts that carry a margin loan balance and hold dividend-paying securities may receive a "substitute income payment in lieu of a dividend" (PIL) which may be taxable as ordinary income. Taxable accounts that receive a PIL instead of a qualified dividend may also receive a supplemental credit from Schwab. This will be described on customer statements as a "Schwab substitute income credit." Schwab will not credit your account with this additional payment when we can identify instances where a dividend is not qualified.

- This credit is NOT "payment in lieu," and is unrelated to any payment from either the security issuer or the borrower.
- It is a discretionary credit from Schwab which may be discontinued in the future with or without notice.*
- It may be subject to tax at your ordinary income tax rate. Please consult your tax advisor about your specific tax situation.
- Because individual tax situations differ, Schwab cannot precisely calculate the additional tax costs a client might incur. Therefore, we do not intend, nor should clients expect, for this payment to be an exact reimbursement of any excess tax cost.

*Please refer to the "Loan Consent" section of your Account Agreement which states that no compensation is due in connection with such loans and that Schwab "is not required to compensate you for any differential tax treatment between dividends and payments in lieu of dividends."

When using margin, please keep these important rules and conditions in mind. To further explore how margin borrowing can work for you, please contact us at 1-800-435-4000, or call your team. Used correctly, and within one's means, a margin loan can be a valuable investment tool.

This agreement relates to your account and is part of the Account Agreement between each account holder and Charles Schwab & Co., Inc. ("Schwab"). Please read and retain for your files.

Section 1: Scope of Agreement. Your agreement with Schwab consists of the terms set forth in this Application Agreement and the terms set forth in the Schwab One® Account Agreement, which incorporates the *Charles Schwab Pricing Guide* and a number of other important disclosures. The Schwab One Account Agreement is provided with this Application or at the opening of your Account. You agree to contact Schwab if you do not receive the Schwab One Account Agreement.

In addition, you may in the future receive from Schwab supplemental terms or disclosures that pertain to certain account types, service features and benefit packages. These supplemental terms and disclosures, this Application Agreement and the Schwab One Account Agreement are collectively referred to as the "Agreement and Disclosures." You agree to read the Agreement and Disclosures carefully and retain copies for your records.

Section 2: Acceptance of Agreement and Disclosures. You agree that the Agreement and Disclosures govern all aspects of your relationship with Schwab, including all transactions between Schwab and you and all products and services now or in the future offered through Schwab. Schwab may rely on your use of Schwab's products and services as evidence of your continued acceptance of the Agreement and Disclosures.

Section 3: Your Representations and Warranties. You represent and warrant that: (a) you are of legal age in the state in which you live and you are authorized to enter into this Agreement; (b) you have supplied accurate information in your Account Application; (c) no one except the Account Holder(s) listed on the Account Application (and if community property is held, the Account Holders' spouses) has an interest in the Account; (d) no additional authorizations from third parties are required for you to open the Account and effect transactions therein; (e) except as you have otherwise indicated on your Account Application or in writing to us, (i) you are not an employee of or affiliated with any securities exchange or member firm of any exchange, the Financial Industry Regulatory Authority, or any securities firm, bank, trust company, or insurance company; and (ii) you are not a director, 10% beneficial shareholder, policy-making officer, or otherwise an "affiliate" (as defined in Rule 144 under the Securities Act of 1933) of a publicly traded company; and (f) this Application Agreement, as amended from time to time, is a legal, valid and binding obligation, enforceable against you in accordance with its terms.

Section 4: Account Handling. Schwab will automatically hold all of your securities purchased, sales proceeds, dividends and interest. Schwab will also release your name, address and securities positions to companies in which we hold securities for your Account upon request, unless you notify us otherwise in writing. If you maintain more than one account at Schwab, you authorize Schwab to transfer

assets between your accounts when no written authorization is requested.

Section 5: Responsibility for Investment Decisions. You agree that you and any agent under a power of attorney or Investment Advisor (if you have one) are solely responsible for investment decisions in your Account, including whether to buy or sell a particular security. Unless required by law, or unless Schwab provides advice to you that is clearly identified as an individualized recommendation for you, you understand that Schwab has no obligation to determine whether a particular transaction, strategy, or purchase or sale of a security is suitable for you. Your obligation includes an affirmative duty to monitor and stay informed about your Account and your investments and respond to changes as you deem appropriate. Unless Schwab otherwise agrees with you in writing, Schwab does not have any discretionary authority or obligation to review or make recommendations for the investment of securities or cash in your Account.

You acknowledge that Schwab does not provide tax or legal advice.

Section 6: Payment of Indebtedness. You agree to make payment of any indebtedness related to your Account, including, but not limited to, any such indebtedness that results from instructions provided to Schwab by you, your agent or any attorney-in-fact under a power of attorney or Investment Advisor authorized to make transactions in your Account. We may elect anytime, with or without notice, to make any debit balance or other obligation related to your Account immediately due and payable. We may report any past-due account to a consumer and/or securities credit reporting agency. We may also refer your Account to a collection agency.

Section 7: Granting a Lien on Your Accounts. As security for the repayment of all present or future indebtedness owed to us by each Account Holder, each Account Holder grants to us a first, perfected and prior lien on, a continuing security interest in, and right of set-off with respect to, all property that is, now or in the future, held, carried or maintained for any purpose in or through Schwab, and, to the extent of such Account Holder's interest in or through, any present or future account with us or our affiliates in which the Account Holder has an interest. In the event of a breach or default by you under this Agreement, Schwab will have the rights and remedies available to a secured creditor under all applicable laws in addition to the rights and remedies provided in this Agreement.

If you owe money to Schwab as the result of activity in your Account and there are assets available in any Individual Retirement Account ("IRA") that you hold at Schwab which could fully or partially satisfy the debt, you agree that, upon Schwab's written demand, you will execute all documents necessary to effect a distribution from your IRA and agree to pay or cause such funds to be paid immediately to Schwab in order to satisfy your indebtedness to Schwab.

Section 8: Liquidations. Whenever it is necessary for our protection or to satisfy a margin deficiency, debit or other obligation owed us, we may (but are not required to) sell, assign and deliver all or any part of the property securing your obligations, or close any or all transactions in your Account. We may choose which property to buy or sell, which transactions to close and the sequence and timing of liquidation. We may take such actions on whatever exchange or market and in whatever manner (including public auction or private sale) that we choose in the exercise of our business judgment. You agree not to hold us liable for the choice of which property to buy or sell or of which transactions to close or for timing or manner of liquidation.

In certain circumstances we may, at our sole discretion, liquidate your entire margin loan balance to satisfy a margin call. You agree not to hold us liable for taking such action.

We may transfer property from any brokerage account in which you have an interest to any other brokerage accounts in which you have an interest regardless of whether there are other account holders on either account, if we determine that your obligations are not adequately secured or to satisfy a margin deficiency or other obligation. You agree to pay on demand any account deficiencies after liquidation, whether liquidation is complete or partial.

All of the above may be done without demand for margin or notice of purchase, sale, transfer or cancellation to you. No demand for margin or notice shall impose on Schwab any obligation to make such demand or provide such notice to you in the future. Any such notice or demand is hereby expressly waived, and no specific demand or notice shall invalidate this waiver.

Section 9: Interest on Debit Balances. We will charge and compound interest on your debit balances (whether in a Margin or Cash Account) according to our *Disclosure of Credit Terms and Policies*.

Section 10: Borrowing Money and Margin Trading. All margin transactions are subject to our *Disclosure of Credit Terms and Policies* and our *Margin Borrowing at Schwab Overview and Disclosure Statement*. You agree not to enter an order for a margin transaction until you have read and understood the *Disclosure of Credit Terms and Policies* and the *Margin Borrowing at Schwab Overview and Disclosure Statement*.

Section 11: Loan Consent. You agree that property held in your Margin Account, now or in the future, may be borrowed (either separately or together with the property of others) by us (acting as principal) or by others. You agree that Schwab may receive and retain certain benefits (including, but not limited to, interest on collateral posted for such loans) to which you will not be entitled. You acknowledge that, in certain circumstances, such borrowings could limit your ability to exercise voting rights or receive dividends, in whole or in part, with respect to the property lent. You understand

that for property that is lent by Schwab, the dividends paid on such property will go to the borrower. No compensation or other reimbursements will be due to you in connection with such borrowings. However, if you are allocated a substitute payment in lieu of dividends, you understand that such a payment may not be entitled to the same tax treatment as may have been applied to the receipt of a dividend. You agree that Schwab is not required to compensate you for any differential tax treatment between dividends and payments in lieu of dividends. Schwab may allocate payments in lieu of dividends by any mechanism permitted by law, including by using a lottery allocation system.

Section 12: Using the Check & Visa® Debit Card Features. If you have requested check or Visa Debit Card features through your Account, you authorize checks and Visa Debit Cards to be issued as indicated in your Account Application. You agree that each Account Holder is authorized to write checks and engage in Visa Debit Card transactions, and you understand that if the checking feature is terminated, your Visa Debit Card will be automatically cancelled.

Section 13: Verification. You authorize Schwab to inquire from any source, including a consumer reporting agency, as to your identity (as required by U.S. federal law), creditworthiness and ongoing eligibility for the Account (and that of your spouse, if you live in a community property state) at account opening, at any time throughout the life of the Account, and thereafter for debt collection or investigative purposes.

Section 14: 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.
- 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.

Section 15: 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, 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, 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.

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.

Section 16: Electronic Copies. The electronically stored copy of your (or your agent's) signature, any written instructions or authorizations, the Account Application and the Agreement and Disclosures are considered to be the true, complete, valid, authentic and enforceable record, admissible in judicial, administrative or arbitration proceedings to the same extent as if the documents and records were originally generated and maintained in printed form. You agree to not contest the admissibility or enforceability of Schwab's electronically stored copy of such documents in any proceeding between you and Schwab.

Section 17: Information About SIPC. To obtain information about Securities Investor Protection Corporation (SIPC), including an explanatory SIPC brochure, please contact SIPC at www.sipc.org or 1-202-371-8300.