

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.

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 date it, and either:

Bring it into your nearest Schwab branch (Visit schwab.com/branch to find the one nearest you.)

– or –

If you live in:

AK, AZ, CA, CO, HI, IA, ID, KS, MT,
ND, NE, NM, NV, OK, OR, SD, TX,
UT, WA, WY, Armed Forces America
or Armed Forces Pacific

Mail to:

Standard:

Charles Schwab & Co., Inc.
P.O. Box 52114
Phoenix, AZ 85072-2114

Overnight:

Charles Schwab & Co., Inc.
2423 E. Lincoln Drive
Phoenix, AZ 85016

If you live in:

AL, AR, CT, DC, DE, FL, GA, IL, IN, KY, LA, MA, MD,
ME, MI, MN, MO, MS, NC, NH, NJ, NY, OH, PA, RI,
SC, TN, VA, VI, VT, WI, WV, Armed Forces Europe,
American Samoa, Guam, Marshall Islands,
Northern Mariana Islands or Puerto Rico

Mail to:

Standard:

Charles Schwab & Co., Inc.
P.O. Box 628291
Orlando, FL 32862-8291

Overnight:

Charles Schwab & Co., Inc.
495 N. Keller Road, Suite 150
Maitland, FL 32751

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 **1-800-435-4000**.

Education Savings Account (ESA) Application

charles SCHWAB

- \$1,000 minimum deposit required to open an account, or if you establish a monthly transfer of at least \$100 through either Direct Deposit or Schwab MoneyLink®
- Complete, sign, date and return the application to Schwab.

www.schwab.com
 1-800-435-4000 (inside the U.S.)
 +1-415-667-5009 (outside the U.S.)
 1-888-686-6916 (multilingual services)

1. Account Information

Complete all sections below. We respect your privacy. Charles Schwab & Co., Inc. ("Schwab") will use the information you provide to open and service your account, communicate with you, and provide information about products and services. Read about Schwab's privacy policy at www.schwab.com/privacy. As required by federal law, Schwab will use the information provided below to verify your identity.

Minor Information (Account Holder)

Name (First) (Middle) (Last)		
Home/Legal Street Address (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 () () ()

Social Security/Tax ID Number	Date of Birth (mm/dd/yyyy)
Mother's Maiden Name	Is Minor known by any other name? Specify:
ID Number <input type="checkbox"/> Driver's License <input type="checkbox"/> State <input type="checkbox"/> Passport	
Place of Issuance	Expiration Date
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 any that apply to Minor: <input type="checkbox"/> Employed <input type="checkbox"/> Self-employed <input type="checkbox"/> Student <input type="checkbox"/> Homemaker <input type="checkbox"/> Not employed	
Employer	Occupation/Position
Business Street Address	City, State, Zip Code
Are you affiliated with or employed by a stock exchange or member firm of an exchange or FINRA, or a municipal securities broker-dealer? <input type="checkbox"/> No <input type="checkbox"/> Yes (If "yes," you must attach a letter from your employer approving the establishment of your account when submitting this application.)	
Are you a director, 10% shareholder or policy-making officer of a publicly held company? <input type="checkbox"/> No <input type="checkbox"/> Yes (If "yes," enter company name _____ and trading symbol _____.)	
Marital Status <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Divorced	Number of Dependents
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: _____

Authorized Person Information (Only one Authorized Person may be named.)

Name (First) (Middle) (Last)		
Home/Legal Street Address (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* (Required to access the Minor's account through the web.)		

Social Security/Tax ID Number	Date of Birth (mm/dd/yyyy)
Mother's Maiden Name	Are you known by any other name? Specify:
ID Number <input type="checkbox"/> Driver's License <input type="checkbox"/> State <input type="checkbox"/> Passport	
Place of Issuance	Expiration Date
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 any that apply: <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
Business Street Address	City, State, Zip Code
Are you affiliated with or employed by a stock exchange or member firm of an exchange or FINRA, or a municipal securities broker-dealer? <input type="checkbox"/> No <input type="checkbox"/> Yes (If "yes," you must attach a letter from your employer approving the establishment of your account when submitting this application.)	
Are you a director, 10% shareholder or policy-making officer of a publicly held company? <input type="checkbox"/> No <input type="checkbox"/> Yes (If "yes," enter company name _____ and trading symbol _____.)	
Marital Status <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Divorced	Number of Dependents
Investment Experience: <input type="checkbox"/> None <input type="checkbox"/> Limited <input type="checkbox"/> Good <input type="checkbox"/> Extensive	

*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.

FOR CHARLES SCHWAB USE ONLY:											
Branch Office and Account Number											



2. Overall Investment Objective of Account (Select one only.)

Capital Preservation Income Growth Speculation

3. Account Features**Cash Features**

The Schwab One® Interest feature is automatically included on your account. This feature pays interest on the uninvested cash in your account. Rates are set by Schwab and are generally based on your Household Balances. Individuals who reside in the U.S. may alternatively request that their uninvested cash be swept to Charles Schwab Bank, an FDIC-insured institution affiliated with Schwab.*

Clients with \$500,000 or more in Household Balances may request a sweep money market fund as an alternative by speaking to their Schwab representative. The yields of sweep money market funds are generally higher than interest rates offered by either Schwab or Schwab Bank.

Schwab's Cash Features are further described in Schwab's Cash Features Disclosure Statement for Individual Investors, which you will receive at account opening. Please contact Schwab for current information on interest rates and money market yields.

*FDIC insurance is available up to \$100,000 (when aggregated with all other deposits held by you in the same capacity at Schwab Bank). Please see the Cash Features Disclosure Statement for Individual Investors for information about FDIC insurance.

Electronic Trade Confirmations ("eConfirms")

If you have provided your email address, you will soon receive an email that will tell you how to receive paperless trade confirmations and the associated prospectuses and disclosures by email. Until we receive a response to our email, you will receive paper trade confirmations and disclosures through the U.S. mail. You may enroll in our electronic delivery services or return to delivery by the U.S. mail at any time by indicating your preferences online.

No, at this time I do not want eConfirms.

4. Fund the Minor's Account (Select only ONE of the following choices for your Account.)

A. **Check or Money Order.** Make payable to Charles Schwab & Co., Inc.

New contribution. Indicate the year for which you are contributing on the front of the check. If no year is indicated, the contribution will be credited for the current year.

Rollover from another Education Savings Account that you have withdrawn in the past 60 days.

B. **Transfer of Account.** Complete and attach a Schwab Transfer Your Account form.

5. Beneficiary Designation

The Minor Account Holder of this ESA may not designate his/her own beneficiary until he/she reaches the age of majority (usually 18 or 21, depending upon the state in which the Minor lives). Upon the Minor attaining the age of majority, the Authorized Person may resign management of this account, at which time the Minor may assume control of the ESA assets by filling out a Schwab Education Savings Account Application. The Minor may designate his/her beneficiary at that time.

In the event of the Minor Account Holder's death, the interest in the account will become the property of the beneficiary as designated below. I understand that if no beneficiary survives, or if the Authorized Person cannot locate the beneficiary, the Authorized Person will distribute the benefits to the current Minor Account Holder's estate as described in the Charles Schwab & Co., Inc. Education Savings Account Plan.

I understand that I may change or revoke this designation at any time by submitting it in writing to Schwab, as long as the original Minor Account Holder is alive and under age 30 (other than a special needs beneficiary). It will become effective when Schwab receives it.

I hereby designate the qualified individual[†] below as the Minor's beneficiary:

Name (First, Middle, Last)	Social Security/Tax ID Number
Relationship to Minor Account Owner [†]	Date of Birth (mm/dd/yyyy)
Home/Legal Street Address (no P.O. boxes)	City, State, Zip Code
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: _____

[†]Must be a qualified member of the current designated beneficiary's (account holder) family. A qualified family member is defined as the spouse of the designated beneficiary and any child, grandchild, stepchild, sibling, parent, grandparent, stepparent, niece or nephew, aunt or uncle, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, or sister-in-law and the spouse of any such individual as well as the beneficiary's first cousins (but not their spouses).

6. Nominate a Successor Authorized Person (Optional)

Use this section to designate a Successor Authorized Person to act on this account in the event of your incapacity, death, resignation or removal as Authorized Person. **This is a nomination only.** To activate the role of a Successor Authorized Person, the account registration must be changed.

I hereby nominate as Successor Authorized Person of the account:

This designation shall take effect as to this account in the event of my incapacity, death, resignation or removal as Authorized Person.

IN WITNESS THEREOF, I have executed this Designation of Successor Authorized Person form on (mm/dd/yyyy) _____.

The witness may NOT be the individual designated as the Successor Authorized Person and must be at least 18 years of age.

Current Authorized Person Signature and Date Required

X
Authorized Person Signature Print Name Date

Witness Signature and Date Required

X
Witness Signature Print Name Date

7. Authorization to Open Account

By signing this Application, you hereby adopt the Education Savings Account Plan that names Charles Schwab & Co., Inc. as custodian of this account, as further explained in the Charles Schwab & Co., Inc. Education Savings Account Plan.

You acknowledge that you have received and read 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 applicable Education Savings Account Plan, the Schwab

IRA and ESA 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.

This account is established and effective when you receive your account number. You have the right to cancel the account within seven days from the date the account is established. The revocation will be reported to the Internal Revenue Service as a distribution.

I also acknowledge that the securities products purchased or sold in a transaction with Schwab

(i) are not insured by the Federal Deposit Insurance Corporation ("FDIC"); (ii) are not deposits or other obligations of Schwab and are not guaranteed by Schwab Bank; and (iii) are subject to investment risks, including possible loss of the principal invested.

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 and apply with respect to both a person's individual capacity as well as any applicable representative or fiduciary capacity. The terms "we," "us," "our" and "Schwab" refer to Charles Schwab & Co., Inc.

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 certification 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 11, PAGE 2, OF THE APPLICATION AGREEMENT.

Signature and Date Required

X
Authorized Person Signature Print Name Date

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



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 records.

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 Education Savings Account Plan, the Schwab IRA and ESA Account Agreement, which incorporates the *Charles Schwab Pricing Guide* and a number of other important disclosures. The Education Savings Account Plan and the Schwab IRA and ESA Account Agreement are provided with this Application or at the opening of your Account. You agree to contact Schwab if you do not receive the Education Savings Account Plan and the Schwab IRA and ESA 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, the Education Savings Account Plan, and the Schwab IRA and ESA 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 Agreements 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 additional authorizations from third parties are required for you to open the Account and effect transactions therein; (d) 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 (FINRA), 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 (e) 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 of all 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.

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, a continuing security interest, 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 another Schwab account in which you have an interest and there are assets available in this Account or any other 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 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 or restrict activity 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 or any tax consequences from such actions.

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 debit 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 or notice of purchase, sale, transfer or cancellation to you. No demand 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: Verification. You authorize Schwab to inquire from any source, including a consumer reporting agency, as to the identity (as required by law), creditworthiness and ongoing eligibility for the Account of the Account Holders, any other person referred to on this Application, or any person whom Schwab is later notified is associated with or has an interest in the Account (as well as such persons' spouses if they live in a community-property jurisdiction) at account opening, at any time throughout the life of the Account, and thereafter for debt collection or investigative purposes.

Section 10: 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 11: 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 12: 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 is 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 13: Float. You agree that Schwab may retain as compensation for services your Account's proportionate share of any interest earned on aggregate cash balances held in Schwab's bank account with respect to (1) assets awaiting investment or (2) assets pending distribution from your Account. Such interest retained by Schwab shall generally be at money market rates. Schwab's receipt of such compensation is further described in the Agreements and Disclosures.

Section 14: 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.