



# Schwab Bank High Yield Investor Savings® Account Application

www.schwab.com | 1-888-403-9000

Use this form to open or update an existing Schwab Bank High Yield Investor Savings ("High Yield Investor Savings") account. Complete as appropriate, sign, date, and return all four pages. If you are interested in designating a Power of Attorney, please contact us for the appropriate form.

To complete this application, sign and date in Section 7.

**Select your instruction(s) by checking box A or box(es) in B:**

- A.  Open a new High Yield Investor Savings account. (Complete all sections.)
- B. Update your existing High Yield Investor Savings account. (Enter your account number.)

Existing High Yield Investor Savings Account Number																				
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- Add additional account holder. (Complete Sections 1, 2 and 7.)
- Update your existing account holder information. (Complete Sections 2 and 7, and in Section 2, enter only the information you are updating.)

**1. Account Type** (Select one.)

- Individual
- Joint Tenants—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.
- Community Property—For married couples in AZ, CA, ID, LA, NM, NV, TX, WA and WI only. Laws vary by state.

**2. Account Holder Information**

All account holders must be either U.S. citizens or U.S. resident aliens, and must also reside in the U.S. or one of its territories and provide a U.S. mailing address.

If you have more than two account holders, please photocopy this page, fill in information for each account holder and attach to your application.

**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 ( ) ( )	Email Address*			
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"/> Military	Place of Issuance	Issue Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)		
Country of Citizenship (Must list all.) <input type="checkbox"/> U.S.A. <input type="checkbox"/> Other: _____ <input type="checkbox"/> Other: _____			Country of Legal Residence <input type="checkbox"/> U.S.A. <input type="checkbox"/> Other: _____			
Employment Status (Please select only one.) <input type="checkbox"/> Employed <input type="checkbox"/> Self-Employed <input type="checkbox"/> Retired <input type="checkbox"/> Homemaker <input type="checkbox"/> Student <input type="checkbox"/> Not Employed			Employer Name/Business Name			
Occupation (If you selected "Employed" or "Self-Employed," please select one option that best describes your occupation.)						
<input type="checkbox"/> Business Owner/Self-Employed	<input type="checkbox"/> Financial Services/Banking Professional	<input type="checkbox"/> Military	<input type="checkbox"/> Consultant			
<input type="checkbox"/> Executive/Senior Management	<input type="checkbox"/> Information Technology Professional	<input type="checkbox"/> Educator	<input type="checkbox"/> Other (specify): _____			
<input type="checkbox"/> Medical Professional	<input type="checkbox"/> Other Professional	<input type="checkbox"/> Clerical/Administrative Services				
<input type="checkbox"/> Legal Professional	<input type="checkbox"/> U.S. Government Employee (Federal/State/Local)	<input type="checkbox"/> Trade/Service (Labor/Manufacturing/Production)				
<input type="checkbox"/> Accounting Professional	<input type="checkbox"/> Foreign Government Employee (Non-U.S.)	<input type="checkbox"/> Sales/Marketing				

\*By providing your email address, you are consenting to receive email from Schwab Bank. Please call 1-888-403-9000 for information about opting out of certain email communications.

<b>FOR SCHWAB BANK USE ONLY:</b>														
Account Number														



**2. Account Holder Information (Continued)****Additional 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 ( ) ( )	Email Address*	
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"/> Military	Place of Issuance	Issue Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	
Country of Citizenship (Must list all.) <input type="checkbox"/> U.S.A. <input type="checkbox"/> Other: _____		Country of Legal Residence <input type="checkbox"/> U.S.A. <input type="checkbox"/> Other: _____		
Employment Status (Please select only one.) <input type="checkbox"/> Employed <input type="checkbox"/> Self-Employed <input type="checkbox"/> Retired <input type="checkbox"/> Homemaker <input type="checkbox"/> Student <input type="checkbox"/> Not Employed		Employer Name/Business Name		
Occupation (If you selected "Employed" or "Self-Employed," please select one option that best describes your occupation.)				
<input type="checkbox"/> Business Owner/Self-Employed	<input type="checkbox"/> Financial Services/Banking Professional	<input type="checkbox"/> Military	<input type="checkbox"/> Consultant	
<input type="checkbox"/> Executive/Senior Management	<input type="checkbox"/> Information Technology Professional	<input type="checkbox"/> Educator	<input type="checkbox"/> Other (specify): _____	
<input type="checkbox"/> Medical Professional	<input type="checkbox"/> Other Professional	<input type="checkbox"/> Clerical/Administrative Services		
<input type="checkbox"/> Legal Professional	<input type="checkbox"/> U.S. Government Employee (Federal/State/Local)	<input type="checkbox"/> Trade/Service (Labor/Manufacturing/Production)		
<input type="checkbox"/> Accounting Professional	<input type="checkbox"/> Foreign Government Employee (Non-U.S.)	<input type="checkbox"/> Sales/Marketing		

\*By providing your email address, you are consenting to receive email from Schwab Bank. Please call 1-888-403-9000 for information about opting out of certain email communications.

**3. Required Information About the Account****Source of Funds** (Please select all that apply.)

In this section, we're collecting information about the categories ("sources") of assets that will be held in your account. Please select all of the sources of the assets that will be deposited or held in your account, including the original sources of any assets that will be transferred into the account from another firm.

- |   |  |
|---|--|
| <input type="checkbox"/> Salary/Wages/Savings         | <input type="checkbox"/> Investment Capital Gains      |
| <input type="checkbox"/> Social Security Benefits     | <input type="checkbox"/> Gifts                         |
| <input type="checkbox"/> Sale of Property or Business | <input type="checkbox"/> Gambling/Lottery              |
| <input type="checkbox"/> Family/Relatives/Inheritance | <input type="checkbox"/> Other (please specify): _____ |

**Anticipated Activity**

On average, how many times per month do you anticipate making deposits, withdrawals, and/or transfers? (Please select only one.)

- Less than 6 times per month  
 6 to 10 times per month  
 More than 10 times per month

**4. Visa® Platinum Debit Card**

If you have a Schwab Bank High Yield Investor Checking® ("High Yield Investor Checking") account, you can use your existing Visa Platinum Debit Card to access cash in your new account.

If you do NOT have a High Yield Investor Checking account and you want to have a Visa Platinum Debit Card issued to each account holder, check this box.

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

Charles Schwab & Co., Inc. and Charles Schwab Bank are separate but affiliated companies and subsidiaries of The Charles Schwab Corporation. Brokerage products are offered by Charles Schwab & Co., Inc., member SIPC. Deposit and lending products and services are offered by Charles Schwab Bank, member FDIC and an Equal Housing Lender.



5. Fund Your Account and Enroll in Electronic Funds Transfer Service

Select your initial funding option from A, B, C, D or E. In addition, you can enroll in our Schwab Bank Electronic Funds Transfer Service to activate your account for future transfers by checking box D.

A. Transfer funds from your Schwab Bank High Yield Investor Checking® account.

To initially fund your account with a one-time withdrawal from your High Yield Investor Checking account, enter the amount here \$ \_\_\_\_\_ and provide your account number.

High Yield Investor Checking Account Number [Grid]

B. Make a one-time transfer from your Schwab brokerage account.

You may initially fund your account with a one-time withdrawal from your non-retirement or non-custodial Schwab brokerage account. For this type of funding, you will need to wait to receive your account opening letter with your new savings account number. Then, log into your account on www.schwab.com and go to the Transfers & Payments tab. Click on "Online Transfers" and complete the fields on this page.

Note: Not all types of brokerage accounts are eligible for online transfers into your savings account. Your eligible accounts will appear in the drop-down menu in your Online Transfers page on www.schwab.com.

C. Deposit funds using the Schwab Mobile application.

Download the Schwab Mobile app and apply for Schwab Mobile Deposit™. Once approved, you can deposit checks using your iPhone® iPad® or Android™-powered device.

The Schwab Mobile Deposit service is subject to certain eligibility requirements, limitations, and other conditions. Enrollment is not guaranteed, and Bank hold policies apply. (Requires a wireless signal or mobile connection.)

iPhone and iPad are trademarks of Apple Inc., registered in the U.S. and other countries. Android is a trademark of Google Inc. Use of this trademark is subject to Google Permissions.

D. Transfer funds from your account at another financial institution using the Schwab Bank Electronic Funds Transfer Service.

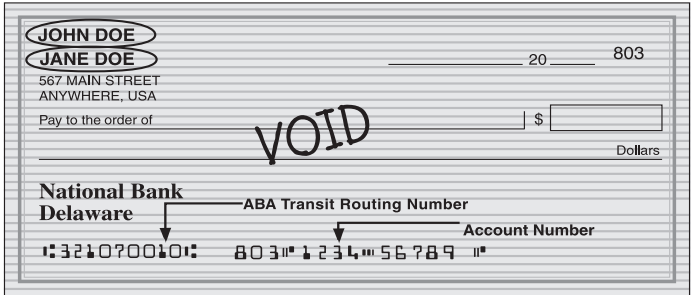
To initially fund your account with a withdrawal from an account at another financial institution, enter the amount here \$ \_\_\_\_\_ (maximum amount is \$100,000), and complete and sign the Other Financial Institution ACH Authorization section below.

You will be enrolled in the Schwab Bank Electronic Funds Transfer Service so that, in the future, you can transfer funds by phone between your High Yield Investor Savings account and your account at another financial institution.

Other Financial Institution ACH Authorization

Funds originating from an ACH transfer from your account at another financial institution will be available no later than the fourth Business Day after the day of your deposit.

Form with fields: ABA Transit Routing Number, Account Number, Account Type (Personal Checking/Savings), Account Owner, Additional Account Owner.



Attach an original, preprinted, voided or cancelled check here (required). Originals only, no photocopies or starter checks.

I authorize Charles Schwab Bank ("Schwab Bank") to: (i) initiate credit entries to my account indicated above (the "Other Account") and to credit that account, (ii) initiate debit entries to the Other Account and to debit that account, and (iii) initiate reversals to the Other Account of erroneous or duplicate credit or debit entries and to credit or debit such account as appropriate. This authorization will remain in full force and effect until Schwab Bank receives written or verbal (by calling 1-888-403-9000) notification from me (or any of us) of its termination. If you notify us verbally, we may request confirmation in writing. Schwab Bank must receive this notification in a time and manner so as to give Schwab Bank and the Other Financial Institution a reasonable opportunity to act on it.

You must be an owner of the account at the U.S. Bank/Other Financial Institution, and all registered owners on the account at the U.S. Bank/Other Financial Institution must sign and date below in blue or black ink only.

Signature(s) and Date(s) Required

Signature lines with 'X' marks and fields for Other Financial Institution Account Holder Signature, Print Name, and Date.

E. Check or Money Order

To initially fund your account by check or money order, make a check or money order payable to yourself, and mail it to Charles Schwab Bank, P.O. Box 982605, El Paso, TX 79998-2605 or Charles Schwab Bank, P.O. Box 628291, Orlando, FL 32862-8291.

To complete this application, sign and date in Section 7 (next page).



**6. Terms to Transfer Funds**

**Terms relating to the Schwab Bank High Yield Investor Savings® account:** I authorize Charles Schwab & Co., Inc. (“Schwab”) to: (i) initiate credit entries to my High Yield Investor Savings account and to credit that account, (ii) initiate debit entries to the High Yield Investor Savings account and to debit that account, and (iii) initiate reversals to the High Yield Investor Savings account of erroneous or duplicate credit or debit entries and to credit or debit such account as appropriate. This authorization will remain in full force and effect until Schwab receives written or verbal (by calling 1-800-435-4000) notification from me (or any of us) of its termination. If you notify us verbally, we may request confirmation in writing. Schwab must receive this notification in a time and manner so as to give Schwab and Schwab Bank a reasonable opportunity to act on it.

**Schwab Bank Electronic Funds Transfer**

Terms for Schwab Bank account holders: By signing this account application and completing the Schwab Bank Electronic Funds Transfer enrollment, I am enrolling in the Schwab Bank Electronic Funds Transfer Service (the “Service”). Attached to this application are the Schwab Bank Electronic Funds Transfer Terms and Conditions for the Service. The Terms and Conditions will govern all transactions initiated under the Service, and my use of such Service will confirm that I have received, reviewed, and agreed to be bound by the Terms and Conditions (including, without limit, any amendments) until I cancel the Service as described in the Terms and Conditions.

**7. Account Application Agreement**

This agreement is between Charles Schwab Bank (the “Bank”) and each account holder for the account requested in this application. The terms “I,” “me” and “my” refer to each account holder. By signing this agreement, I:

1. certify that I am of the age of majority in the state in which I live, that I am legally authorized to enter into this agreement, and that the personal information provided on this document and during the account application process is true and correct;
2. acknowledge that I have received and read a copy of the attached Application Agreement and Regulation E—Electronic Funds Transfer Disclosure;
3. acknowledge that the Bank will provide me with the following documents before account opening or before a service is provided:
  - (a) the Schwab Bank Deposit Account

- Agreement, which contains an arbitration provision; (b) Schwab’s *Facts: What Does the Charles Schwab Corporation Do With Your Personal Information?* (or any successor publication); (c) *Important Privacy Choice for Consumers*, if applicable; and (d) the *Schwab Bank Deposit Account Pricing Guide*;
4. acknowledge that if this application is approved and the account is funded, each account holder will receive, if requested, a Visa® Platinum Debit Card providing access to available funds at Automated Teller Machines (ATMs) and for use at merchants that accept Visa cards, and that the *Visa Debit Card Agreement*, which is sent with the card, contains the terms and conditions which apply to this card;
5. agree to be subject to the terms and conditions of the *Schwab Bank Deposit*

*Account Agreement* and all other documents associated with this savings account upon account opening, and acknowledge that the Bank advises me to read all the disclosure documents prior to opening or using this account;

6. authorize the Bank to open and fund the savings account, as specified on this application, and to inquire from any source, including a consumer reporting agency, as to my identity (as required by federal law), creditworthiness and ongoing eligibility for the account at account opening, at any time throughout the life of the account, and thereafter for debt collection or investigative purposes.
7. understand if no activity occurs in the account within the time period specified by applicable state law, the account may be transferred to the appropriate state.

We respect your privacy. Schwab Bank may use the information you provide during the application process to open and service your account(s), communicate with you, and provide information about products and services. Read about Schwab’s privacy policy at [www.schwab.com/privacy](http://www.schwab.com/privacy). As required by federal law, Schwab Bank will use the information provided to verify your identity.

I certify, under penalty of perjury, that (1) the number shown on this application is my correct taxpayer identification number; (2) I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I am not subject to backup withholding due to a failure to report interest and dividend income; (3) I am a U.S. person (a U.S. citizen or U.S. resident alien); and (4) I am exempt from FATCA reporting. I understand that if I have been notified by the IRS that I am subject to backup withholding as a result of dividend or interest underreporting and I have not received a notice from the IRS advising me that backup withholding is terminated, I must cross out item 2 above.

**ALL ACCOUNT HOLDERS MUST SIGN AND DATE BELOW IN BLUE OR BLACK INK ONLY.**  
**THE INTERNAL REVENUE SERVICE DOES NOT REQUIRE YOUR CONSENT TO ANY PROVISION OF THIS DOCUMENT OTHER THAN THE CERTIFICATIONS REQUIRED TO AVOID BACKUP WITHHOLDING.**

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

<p><b>X</b> Account Holder Signature</p>	<p>Print Name</p>	<p>Date</p>
<p><b>X</b> Additional Account Holder Signature</p>	<p>Print Name</p>	<p>Date</p>

FOR SCHWAB BANK USE ONLY		
Processed By	Date Processed	Account Number
Account Title	Primary Taxpayer Identification Number	



# Schwab Bank High Yield Investor Savings® Account Application Agreement and Regulation E—Electronic Funds Transfer Disclosure

These terms relate to your account(s) and are part of the Account Agreement between each account holder and Schwab Bank. Please read and retain for your files.

This agreement is between Charles Schwab Bank (the “Bank”) and each account holder for the account(s) requested in this application. The terms “I,” “me” and “my” refer to each account holder. By signing this agreement, I:

- certify that I am of the age of majority in the state in which I live, that I am legally authorized to enter into this agreement, and that the personal information provided on this document and during the account application process is true and correct;
- acknowledge that I have received and read a copy of the attached Application Agreement and Regulation E—Electronic Funds Transfer Disclosure;
- acknowledge that the Bank will provide me with the following documents before account opening or before a service is provided: (a) the *Schwab Bank Deposit Account Agreement*, which contains an arbitration provision; (b) *Schwab’s Facts: What Does the Charles Schwab Corporation Do With Your Personal Information?* (or any successor publication); (c) *Important Privacy Choice for Consumers*, if applicable; and (d) the *Schwab Bank Deposit Account Pricing Guide*;
- acknowledge that if this application is approved and the account is funded, each account holder will receive, if requested, a Visa® Platinum Debit Card providing access to available funds at Automated Teller Machines (ATMs) and for use at merchants that accept Visa cards, and that the *Visa Debit Card Agreement*, which is sent with the card, contains the terms and conditions which apply to this card;
- agree to be subject to the terms and conditions of the *Schwab Bank Deposit Account Agreement* and all other documents associated with this savings account upon account opening, and acknowledge that the Bank advises me to read all the disclosure documents prior to opening or using this account;
- authorize the Bank to open and fund the savings account, as specified on this application, and to inquire from any source, including a consumer reporting agency, as to my identity (as required by federal law), creditworthiness and ongoing eligibility for the account at account opening, at any time throughout the life of the account, and thereafter for debt collection or investigative purposes.
- understand if no activity occurs in the account within the time period specified by applicable state law, the account may be transferred to the appropriate state.

## Regulation E—Electronic Funds Transfer Disclosure

### Definition of Business Day

Business Days are Monday through Friday, excluding Federal Reserve Bank holidays. If a funds transfer is scheduled for a day other than a Business Day, we will make it on the following Business Day.

### Consumer’s Liability for Unauthorized Transfers

Tell us **at once** if you believe your user identification or password (access codes) has been lost or stolen, or if an unauthorized person has learned your access codes or has transferred or may transfer money from your account without your permission. You can notify us by calling or writing Customer Service: Charles Schwab Bank, P.O. Box 982605, El Paso, TX 79998-2605. Call toll-free: 1-888-403-9000. Telephoning immediately is the best way of minimizing your possible losses. For accounts with more than one authorized signer, we may accept this report from any authorized signer.

If you tell us within two business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your access codes without your permission or for an unauthorized Electronic Funds Transfer. However, you could lose as much as \$500 if:

- You don’t tell us within two business days after you learn of the loss or theft of your access codes; and
- We can demonstrate that we could have stopped someone from using your access codes without your permission if you had told us.

Losses could include the money in your account plus any advances or transfers from an Overdraft Source linked to your account. If unauthorized activity occurs, you agree to cooperate during the investigation and to complete any report or affidavit we may request. Also, if your statement shows Electronic Funds

Transfers that you didn’t make or authorize, tell us **at once**. If you do not tell us within 60 days after the statement was mailed to you, you may not recover any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason kept you from telling us (such as a long trip or hospital stay), we will extend the time periods.

When you give someone your access codes, you are authorizing that person to access your account, and you are responsible for all transactions that person performs with your access codes. These transactions are authorized transactions. Transactions are considered unauthorized only after you notify us that the person is no longer authorized. Transactions that you, or someone acting with you, initiate with fraudulent intent are also authorized transactions.

### Disclosure of Account Information

We may disclose your name and/or information about your account or your transactions to our agents and affiliates in order to facilitate your transfer requests. We may also disclose such information to third parties in certain circumstances, which may include: (a) to banks, and other entities that are involved with the products or services we offer or arrange on behalf of customers; (b) when it’s requested by a third party to complete a transaction; (c) to verify the existence or condition of your account for a credit bureau or merchant; (d) to comply with a subpoena, court order or request from a government agency or law enforcement authority; (e) to evaluate your creditworthiness or our ability to collect any debt you owe us; or (f) if you give us your permission.

### Periodic Statements

We will send you a monthly account statement unless there is no account activity other than the posting of interest. You will get a statement at least quarterly even if there is no activity in your account. All Electronic Funds Transfers posted to your account during the month are listed on your statement.

### Stopping a Specific Transfer

If you have told us in advance to make transfers out of your Schwab Bank account(s), you can stop any of these payments. Call us toll-free, Monday through Friday, by 5:30 p.m. Eastern time, at 1-888-403-9000. Alternatively, you may write to us at Charles Schwab Bank, P.O. Box 982605, El Paso, TX 79998-2605. We must receive your request at least three business days before the payment is scheduled to be made. If you call, we may also require that you put your request in writing to us within 14 days after the call. We will not charge you for such stop requests. If these regular payments vary in amount, the person or organization that you are going to pay is required to tell you, 10 days before each payment, when it will be made, and how much it will be. If you order us to stop one of these payments at least three business days before the transfer is scheduled, and we do not do so, we will be liable for your actual, reasonable losses or damages.

### Our Liability for Failure to Complete Transactions

If we do not complete an Electronic Funds Transfer to or from your account on time or in the correct amount according to our agreement with you, we are liable for your losses or damages. There are some situations in which we are not liable. We are not liable, for instance, if:

- Through no fault of ours, you do not have enough money in your account to complete the transaction.

**Regulation E—Electronic Funds Transfer Disclosure** (Continued)

- The transaction amount would exceed the funds available under your overdraft protection option, if any.
- Circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- The system was not working properly, and you knew about it when you started the transaction.
- Another institution provides incorrect Electronic Funds Transfer instructions to us.
- Any Automated Clearing House network or other third-party communication system from which we require information to complete transactions was not working properly.
- Your account is restricted (because of a court order or similar reason), and we are not permitted to make the transaction.
- An error in posting an amount or transaction occurs that is beyond our control.
- An account becomes dormant, in which case we may eliminate Schwab Bank Visa® Debit Card access to that account.
- Your Access Code has been revoked due to inactivity or at our discretion.

There may be other exceptions permitted by law.

**Error Resolution Procedure**

In case of any errors or questions about Electronic Funds Transfers, please contact Customer Service as soon as you can, if you

think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt.

Write to:

Charles Schwab Bank  
P.O. Box 982605  
El Paso, TX 79998-2605  
Fax to: 1-877-524-3067  
Call toll-free: 1-888-403-9000

We must hear from you no later than 60 calendar days after the date we sent the first statement on which the problem or error appeared. If you tell us orally, we may require you to send us your complaint or question in writing within 10 Business Days. We'll need the following information:

- Your name and account number,
- A description of the error or transaction you're unsure about,
- A clear explanation of why you believe it is an error or why you need more information, and
- The dollar amount of the transaction or suspected error.

We will tell you the results of our investigation within 10 Business Days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If you are a new Schwab Bank client and the error or question concerns an Electronic Funds Transfer

that occurred within 30 days after the first deposit to an account was made, we will tell you the results of our investigation within 20 Business Days after we hear from you. If we need more time, we may take up to 90 days to investigate. In addition, we may take up to 90 days to investigate if the error or question relates to an Electronic Funds Transfer that was initiated outside of the United States or resulted from a Point-of-Sale Debit transaction.

If we decide we need the additional time to investigate your complaint or question, we will provisionally credit your account within 10 Business Days (or 20 Business Days for errors or questions relating to transactions that occurred within 30 days after the first deposit to your account was made) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 Business Days, we may not provisionally credit your account. We will tell you the results within three Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

**Schwab Bank Electronic Funds Transfer Terms and Conditions**

The Schwab Bank Electronic Funds Transfer Terms and Conditions ("Terms and Conditions") will govern all transactions initiated under the Schwab Bank Electronic Funds Transfer Service (the "Service"), and your use of such Service will confirm that you have received, reviewed, and agreed to be bound by the Terms and Conditions, including, without limit, any amendments, until you cancel the Service as described in the Terms and Conditions. Please read them carefully and retain them for future reference. Other electronic funds transfer services, such as Direct Deposit and transfers between Charles Schwab Bank ("Schwab Bank") deposit accounts and Charles Schwab & Co., Inc. ("Schwab Brokerage") brokerage accounts, are governed by your other Schwab Bank and Schwab Brokerage agreements, but may be mentioned here for reference and clarification purposes. You agree that if there is a conflict between these Terms and Conditions and your *Schwab Bank Deposit Account Agreement* ("DAA") that the terms of the DAA will govern.

Electronic funds transfers associated with your Schwab Bank Visa Debit Card are governed by the *Schwab Bank Visa Debit Card Agreement* and your DAA.

The Terms and Conditions contained within this document apply only to electronic funds transfers to or from consumer accounts, established primarily for personal, family, or household purposes. Transfers to or from accounts for corporations, LLCs, partnerships, or other corporate entities are not permitted.

**1. Definitions**

**Available Funds:** Available Funds is the portion of your preceding day's ending balance, plus the current day's credits, minus the current day's debits, that is available for immediate withdrawal. Funds in your account are not available if we determine that they are subject to a hold, dispute, or legal process that prevents their withdrawal.

**Business Day:** Business Days are Monday through Friday, excluding Federal Reserve Bank holidays. If a funds transfer is scheduled for a day other than a Business Day, we will make it on the following Business Day.

**Electronic Services:** Electronic Services are Schwab Bank's computer, telephone, facsimile, email or wireless services or systems.

**2. Schwab Bank Electronic Funds Transfer Service**

When using the Service, transfers of funds between your Schwab Bank account and an account at a bank or other financial institution not affiliated with Schwab Bank (the "Other Account") are provided using the Automated Clearing House ("ACH") system. You may authorize transfers to occur: (1) the next Business Day; or (2) on a scheduled basis, which includes (a) on-request transfers—one-time or future-dated transfers, (b) recurring transfers, or (c) any combination thereof. The Service is available by calling Schwab Bank at 1-888-403-9000. The Service is available only between Schwab Bank and financial institutions within the United States.

**3. Automated Clearing House (ACH) Authorization**

You authorize Schwab Bank to facilitate ACH transactions, which may include permitting Schwab Bank to: (i) initiate credit entries to the Other Account per your written instructions and to credit that account, (ii) initiate debit entries to the Other Account and to debit that account, and (iii) initiate reversals to the Other Account of erroneous or duplicate credit or debit entries and to credit or debit such account as appropriate. This authorization will remain in full force and effect until Schwab Bank has received written notification from you of its termination. Schwab Bank must receive this notification in a time and manner so as to give Schwab Bank and the other financial institution a reasonable opportunity to act on it.

**4. Service Setup and First Funds Transfer**

To set up and test your transaction instructions through the Service, it may take up to two weeks from the day Schwab Bank receives your signed enrollment form before your first funds transfer can occur. We will notify you when the Service has been established on your account(s).

**5. Minimum and Maximum Transfer Amounts**

We impose limits on the amount(s) you can transfer through the service each business day. We may modify these limits from time to time at our discretion, and if we permit you to exceed the limits, we may cease doing so at any time without notice or cause.

ADA

## Schwab Bank Electronic Funds Transfer Terms and Conditions (Continued)

### 6. On-Request Transfers

You may request transfers into or out of your Schwab Bank account to take place on the next Business Day. For transfer dates which fall on a weekend or holiday, your transfer will be completed the next Business Day. Please contact us at least one Business Day prior to your transfer date. Transfer instructions received and acknowledged by 5:30 p.m. Eastern time will result in the movement of funds to your Other Account on the next Business Day. For example, if you provide instructions to us by 5:30 p.m. Eastern time on Monday, your funds will be transferred to your Other Account on Tuesday. Transfer instructions received or acknowledged after 5:30 p.m. Eastern time may require two Business Days to complete. You will need to check with the other financial institution regarding funds availability in your Other Account.

### 7. Scheduled Transfers

You can establish Scheduled Transfers, which are: (1) on-request transfers—one-time or future-dated transfers; and (2) recurring transfers. For transfer dates that fall on a weekend or holiday, your transfer will be completed the next Business Day.

### 8. Availability of Funds for the Transfer

Please see your DAA under the “**Originating Transfers**” section. In addition, please be advised that if you have an overdraft protection source (i.e., a linked Schwab Brokerage account, a linked Schwab Bank account, or an Overdraft Credit Line), Schwab Bank will not consider any overdraft source funds or available credit when determining whether you have sufficient Available Funds to conduct the requested transfer. If you do not have sufficient funds in your account, we may refuse to complete the transaction. We are under no obligation to notify you if we do not complete a transfer because there are insufficient funds in your Schwab Bank account to process the transaction. For transfers from your Other Account into your Schwab Bank account, you may wish to contact that institution to verify its requirements for funds availability for these types of transactions.

### 9. How Transfers Are Processed and Recorded

*To/from Schwab Bank and/or Schwab Brokerage accounts:*

Please see your DAA under the “**Real-Time Funds Transfer and Provisional Credit**” and the “**Originating Transfers**” sections.

*To/from Your Other Account:*

Please see your DAA under the “**Originating Transfers**” section.

### 10. Availability of Funds in Your Schwab Bank Account After a Schwab Bank Transfer From Your Other Account

Funds originating from an ACH transfer from your Other Account will be available no later than the fourth Business Day after the day of your deposit. Schwab Bank is not responsible for delays in funds availability caused by the other financial institution.

### 11. Requesting Changes to Your Existing Schwab Bank Electronic Funds Transfer Instructions

You may request changes, including changes to the frequency of your transfers, your transfer date, the dollar amount, and the start date of the Service. At our option, we may also allow you to enroll other Schwab Bank accounts you own for transfers to or from the Other Account. If you request and we accept such additional enrollments, transfers initiated to or from your other Schwab Bank accounts will be subject to these Terms and Conditions. You may make these changes by contacting us. Written authorization may be required for all changes regarding your Other Account, and the direction of your transfer (either into or out of your Schwab Bank account[s]). Most change requests must be received by 5:30 p.m. Eastern time at least two Business Days prior to the transfer date to effect the changes prior to the transfer. Any changes to the information about the Other Account (such as the account number, transit routing number, etc.) must be received by 5:30 p.m. Eastern time 10 Business Days prior to the transfer date to allow for validation of the new information.

### 12. Confirmation of Transfers

We will send you a monthly account statement unless there is no account activity other than the posting of interest. You will get a statement at least quarterly even if there is no activity in your account. All Schwab Bank transactions will appear on your applicable Schwab Bank account statement(s) and may appear on the Schwab.com website if you have a Schwab Bank High Yield Investor Savings® account or Schwab Bank High Yield Investor Checking® account. You may also confirm a Schwab Bank transfer by calling us at 1-888-403-9000.

From outside the U.S., please call collect at 1-317-596-4502.

### 13. Canceling the Service

You may cancel the Service, as permitted, through an Electronic Service or by simply calling us at 1-888-403-9000. From outside the U.S., please call collect at 1-317-596-4502. When using an Electronic Service, cancellations may be limited to only regularly scheduled transfers. To process your request, we must receive and acknowledge your cancellation notice by 5:30 p.m. Eastern time at least two Business Days prior to any scheduled transactions. Schwab Bank reserves the right to cancel the Service, at its election, for any reason, without advance notice.

### 14. Stopping a Specific Transfer

If you have told us in advance to make On-Request or Scheduled Transfers out of your Schwab Bank account(s), you can stop any of these payments. Call us toll-free, Monday through Friday, by 5:30 p.m. Eastern time, at 1-888-403-9000. Alternatively, you may write to us at Charles Schwab Bank, P.O. Box 982605, El Paso, TX 79998-2605. We must receive your request at least three Business Days before the payment is scheduled to be made. If you call, we may also require that you put your request in writing to us within 14 days after the call. We will

not charge you for such stop requests. If these regular payments vary in amount, the person or organization that you are going to pay is required to tell you, 10 days before each payment, when it will be made, and how much it will be. If you order us to stop one of these payments at least three Business Days before the transfer is scheduled, and we do not do so, we will be liable for your actual, reasonable losses or damages.

### 15. Transfers to Third-Party Accounts

You may authorize transfers from your Schwab Bank account to a third-party account, where you are not an account holder, at another financial institution. You agree to indemnify Schwab Bank against any loss or damage incurred by Schwab Bank resulting from a transfer of funds between the two accounts. Communications between Schwab Bank and the account holders of any third-party account are limited to cancellation of the Schwab Bank Service with that third-party account. A third party may make no other requests for changes to the authorization that you have provided to us. The Schwab Bank Service is not intended for bill payment and we may refuse to facilitate certain transfer requests. Please call a Schwab Bank representative for details.

### 16. Statement of Schwab Bank's Position on Waivers

No course of dealing, nor any failure or delay in Schwab Bank's exercise of any right under these Terms and Conditions or any right available by law or in equity, shall be deemed a waiver of such right. No waiver or consent in any instance by us shall be deemed a waiver or consent by us in any later instance.

### 17. Joint Accounts

If there is more than one account holder, each account holder is jointly and severally liable for obligations and transactions resulting from the Service. As stated in your Account Agreement with Schwab Bank, each joint account holder has authority, acting individually and without notice to any other account holder, to deal with us as fully and completely as if the account holder is the sole account holder. We are authorized to follow the instructions of any joint account holder and to transfer funds in such accounts to any joint account holder or upon any account holder's instructions. We are not responsible for determining the purpose or propriety of an instruction we receive from any account holder or for the disposition of payments or deliveries among joint account holders. We reserve the right to require written instructions from all account holders, at our sole discretion. We reserve the right, but are not obligated, to place restrictions on an account in the event we receive notice of a dispute among, or conflicting instructions from, joint account holders.

Any notice we send or transmit to one account holder will be notice to all account holders.

### 18. Changes in Account Ownership

These Terms and Conditions will remain in effect until you cancel the Service, even if there is a change in the ownership status of your Schwab Bank account or your Other Account.

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**Schwab Bank Electronic Funds Transfer Terms and Conditions** (Continued)**19. Other Agreements**

Your use of the Service is also governed by other agreements that you have consented to as a Schwab Bank customer. (For example, your DAA contains an arbitration section.) These agreements may be obtained by contacting Schwab Bank. You should review those agreements for any applicable fees, restrictions, or obligations that might affect your use of an account with the Service.

**20. Construction**

The term "you" means the Schwab Bank customer(s) contracting for the Service and anyone authorized under the applicable DAA (such as a joint account holder or authorized agent) to instruct Schwab Bank with respect to transactions in the account.

**21. Amendments**

We may add, delete, or amend terms or services at any time, including fees and charges for the

Service. We will notify you of such changes by mail, by email, by posting a notice of a change online, or by any other means permitted by law. Use of the Service after the effective date of the change will constitute your acceptance of such amendment.

**22. Use of Electronic Services**

Schwab Bank may, from time to time, make certain features and transaction abilities available through any of Schwab Bank's computer, telephone, facsimile, email or wireless services or systems. You agree that use of the Service through Schwab Bank Electronic Services is also subject to the Electronic Services Agreement to which you agree when you first access your accounts via Schwab.com and which is incorporated by reference into these Terms and Conditions and/or the applicable sections of your DAA including, but not limited to, the "Electronic Banking Services" and "Money Transfer Services" sections. Specifically, you agree to be bound by

any instruction, request, affirmation, assent, or agreement you transmit through the Electronic Services, including, but not limited to, any consent you give to receive communications from us solely through electronic transmission. Schwab Bank reserves the right to terminate or limit your access to, or features of, the Service (or any portion of it) through its Electronic Services (or any portion of them) in its sole discretion, without notice and without limitation, for any reason whatsoever. If you access the Service via an Electronic Service, you must provide us with an email address for receipt of notices regarding the Service. You agree we may provide you any written notice mentioned in these Terms and Conditions via the email address you have provided us. If your email address changes or becomes disabled for any reason at any time, you agree to notify us immediately.

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