



# Company Retirement Account Master Account Application

www.schwab.com | 1-800-435-4000 (inside the U.S.) | +1-415-667-8400 (outside the U.S.) | 1-888-686-6916 (multilingual services)

**For important disclosures about our relationship with you and the services we can provide, please visit schwab.com/transparency.**

Use this form to open a brokerage account to invest the assets of your company retirement plan if your plan document allows you to conduct business with a broker-dealer. Opening a Schwab Company Retirement Account does not establish a retirement plan for your business, but certifies that you have adopted a plan using an individually designed or prototype plan document.

Before you establish a Company Retirement Account Master account you must review the Schwab ERISA 408(b)(2) Fee Disclosure.

**Employer:**

- If you are changing Trustees on an existing account, please provide your Master Account Number here: \_\_\_\_\_
- Complete, sign, date, and return all forms.

**Note: Margin borrowing is not available for Company Retirement Accounts.**

**1. Company Information** As required by federal law, Schwab will use the information provided below to verify your identity.

Company Name		Employer Tax ID Number or Social Security Number (if sole proprietor)	
Company Structure <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Other (Specify): _____		State of Incorporation	Country of Legal Establishment <input type="checkbox"/> USA <input type="checkbox"/> Other: _____
Company Street Address (no P.O. boxes)		City	State      Zip Code
Company Mailing Address (if different from above; P.O. boxes may be used)		City	State      Zip Code
Telephone Number (      )			

**2. Plan Details**

Plan Name		Plan Tax ID Number	
Type of Plan <input type="checkbox"/> Profit-Sharing <input type="checkbox"/> Money Purchase <input type="checkbox"/> 401(k) <input type="checkbox"/> Defined Benefit <input type="checkbox"/> 403(b) <input type="checkbox"/> 457(b) <input type="checkbox"/> 457(f) <input type="checkbox"/> Individual 401(k) <input type="checkbox"/> Non-Qualified <input type="checkbox"/> Other (Specify): _____			
Date Plan Established (required)		Approximate Plan Assets	Number of Participants
Does your Plan document allow covered options trading? <input type="checkbox"/> Yes <input type="checkbox"/> No (If "yes," complete the enclosed Options Application.)			
Does the Plan allow participants to direct investments into their own accounts? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Does the Plan allow for segregated accounts/FBO? <input type="checkbox"/> Yes <input type="checkbox"/> No			
If segregated accounts are allowed, does the Plan allow the Participant to trade directly with Schwab? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Note: A participant application is required for each plan participant if you are establishing separate accounts.			

FOR CHARLES SCHWAB USE ONLY:																						
Branch Office and Account Number												DDA Number										



3. Trustee Information

All Trustee(s) who will be conducting business at Schwab on behalf of the Plan must complete the information requested below. For more than two Trustees, please photocopy this "Trustee Information" section, provide information on each additional Trustee, and attach it to this form.

Complete all sections. 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 schwab.com/privacy. As required by federal law, Schwab will use the information provided below to verify your identity. If the Trustee is an Entity, please complete the Supplemental Trust Account Application for Entity Trustees. Please make a copy of Section 3 and provide it to the agent of the Entity listed on the Supplemental Trust Account Application.

Trustee

Form for Trustee personal information including Name (First, Middle, Last), Home/Legal Street Address, City, State, Zip Code, Mailing Address, and Home, Business, and Cellular Telephone Numbers.

Form for Trustee identification including Social Security, Date of Birth, Mother's Maiden Name, Identification Type (Passport, U.S. Driver's License, U.S. Gov't-Issued ID), Identification Number, Place of Issuance, Expiration Date, and Country of Citizenship/Residence.

Securities industry regulations require that we collect the following information:

Form for Trustee employment and business information including Employment Status, Employer Name, Occupation, Business Street Address, Business Email Address, Affiliation with stock exchange, Director status, Marital Status, and Investment Experience/Annual Income/Liquid Net Worth.

\*Please photocopy the "Trustee Information" section and provide information on each additional Trustee.

†By providing your email address, you consent to receiving email from Schwab. Information about opting out of certain email communications is provided at schwab.com/privacy.

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Co-Trustee\*

Form for Co-Trustee personal information including Name (First, Middle, Last), Home/Legal Street Address, City, State, Zip Code, Mailing Address, and Home, Business, and Cellular Telephone Numbers.

Form for Co-Trustee identification including Social Security, Date of Birth, Mother's Maiden Name, Identification Type (Passport, U.S. Driver's License, U.S. Gov't-Issued ID), Identification Number, Place of Issuance, Expiration Date, and Country of Citizenship/Residence.

Securities industry regulations require that we collect the following information:

Form for Co-Trustee employment and business information including Employment Status, Employer Name, Occupation, Business Street Address, Business Email Address, Affiliation with stock exchange, Director status, Marital Status, and Investment Experience/Annual Income/Liquid Net Worth.



4. Overall Investment Objective of Account

Capital Preservation Income Growth Speculation

5. Account Features

Your Consent to Enroll in Schwab's Cash Features Program

The Cash Features Program is a service that offers the Bank Sweep feature (named with respect to retirement plans the "Schwab Bank Sweep for Benefit Plans" feature) (a "Cash Feature") to permit uninvested cash (the "Free Credit Balance") in the Plan and/or Participant brokerage accounts under the Plan, as applicable, to earn income while you and/or your Participants, as applicable, decide how those funds should be invested longer term.

You understand that the terms and conditions of the Cash Features Program and of each Cash Feature are set forth in the Cash Features Disclosure Statement.

You instruct and direct Schwab to include the Free Credit Balance under the Plan in the Cash Features Program, as described in the Cash Features Disclosure Statement.

The Bank Sweep feature (including the Schwab Bank Sweep for Benefit Plans feature) is designated as the Cash Feature for brokerage accounts of account holders residing in the U.S. Through the Bank Sweep feature, Schwab automatically makes deposits to and withdrawals from deposit accounts at one or more Sweep Banks that are insured by the Federal Deposit Insurance Corporation (FDIC) up to certain prescribed FDIC limits.

You understand and agree that Schwab may (1) make changes to the terms and conditions of the Cash Features Program; (2) make changes to the terms and conditions of any Cash Feature; (3) change, add, or discontinue any Cash Feature; (4) change the Plan's and/or any Participant's investment from one Cash Feature to another if the Plan and/or any Participant, as applicable, becomes ineligible for the current Cash Feature or the current Cash Feature is discontinued; and (5) make any other changes to the Cash Features Program or Cash Feature as allowed by law. Schwab will notify you in writing of changes to the terms of the Cash Features, changes to the Cash Features we make available, or changes to the Cash Features Program prior to the effective date of the proposed change.

Please note: Participants in 403(b) retirement plans will be placed in the Schwab Government Money Fund™ (SWGXX). If this is a 403(b) plan, you instruct and direct Schwab to include this fund.

6. Paperless Document Enrollment

The Trustee will receive account statements, trade confirmations, shareholder materials, account agreements and related disclosures, and other regulatory documents, if available in paperless form, by email. For certain documents, including account statements, the Trustee will receive an email notification with a link to log on to our secure website to access your documents. For complete information, please see Important Information About Your Informed Consent to Receive Paperless Documents in the Appendix to this application.

To opt for Paperless Documents, simply provide the Trustee's email address in Section 3. The enrollment completion will depend on one of the following scenarios.

Scenario 1:

If you are the Trustee and already have an account enrolled in Paperless Documents using the email address provided in Section 3, have logged on to Schwab.com in the past six months, and agree to the following, your paperless enrollment will be complete once your account is opened.

- I have read and understood the Important Information About Your Informed Consent to Receive Paperless Documents in the Appendix to this application and consent to enrolling this account in Paperless Documents.
I understand that I will receive an email with my new account agreement and related disclosures.

Or

Scenario 2:

If you are the Trustee and do not have an existing account enrolled in Paperless Documents, are using a different email address, or have not logged on to Schwab.com in the past six months, we will send you an email after the account is opened. To complete enrollment, you will need to click the "I Consent" button in that email and/or follow the instructions to access schwaballiance.com. If you do not click the "I Consent" button, this account will not be enrolled in Paperless Documents and we will send your account agreement and related disclosures, as well as future regulatory documents, by postal mail.

If you do not want to participate in Paperless Documents, please check the box below.

No, do not enroll my account in Paperless Documents. Please send my regulatory documents via postal mail.

Table with 2 columns: Branch Office and Account Number, DDA Number. Includes dashes in the first column.



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**7. Optional Checks**

If you would like to order Schwab One® checks, please check here.

**Anticipated Activity**

On average, how many times per month do you anticipate writing checks? (Please select only one.)

- Less than 5 times per month
- 5 to 10 times per month
- 11 to 20 times per month
- More than 20 times per month

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**8. Certification of Trust**

By signing this Application, each Trustee signing below (the "Trustees") certifies that the representations and warranties in the attached Certification of Trust are true and complete.



**9. Authorization to Open Account**

By signing this Application, 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 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 in, and transferring assets out of this account.

As an authorized signer for the Plan, I acknowledge, with my signature below, that I have received a Fee Disclosure Report (explanation of fees and services) from Charles Schwab & Co., Inc., or its affiliates, which contains information required by 29 C.F.R. Section 2550.408b-2(c)(1) (the ERISA section 408(b)(2) regulation). You also acknowledge that, while bank deposit products available through Schwab—such as certificates of deposit offered on Schwab CD OneSource® and deposit products offered by Charles Schwab Bank, SSB—are insured by the Federal Deposit Insurance Corporation ("FDIC") to the maximum extent provided by law, the securities products purchased or sold in a transaction with Schwab (i) are not insured by 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 "Trustee" 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 when such a person is acting on behalf of a legal owner of assets in the account. When the legal owner of assets in the account is not a natural person, the terms "you," "your," and "Trustee" also refer to such legal owner. The terms "we," "us," "our," and "Schwab" refer to Charles Schwab & Co., Inc.

As an authorized signer for the Plan, I acknowledge, with my signature below, that I have received a Fee Disclosure Report (explanation of fees and services) from Charles Schwab & Co., Inc., or its affiliates, which contains information required by 29 C.F.R. Section 2550.408b-2(c)(1) (the ERISA section 408(b)(2) regulation).

I certify, under penalty of perjury, that (1) the number shown on this Application is the correct Plan Tax Identification Number; (2) The Plan is not subject to backup withholding due to a failure to report interest and dividend income; (3) The Plan is a U.S. person (a U.S. citizen or U.S. resident alien); and (4) The Plan is exempt from Foreign Account Tax Compliance Act (FATCA) reporting. I understand that if I have been notified by the IRS that the Plan is 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.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

The Agreement with Schwab includes a predispute arbitration clause. You acknowledge receipt of the predispute arbitration clause contained on page 3 of the Certification of Trust and Company Retirement Master Account Application Agreement.

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

<b>X</b> Trustee Signature	Print Name	Date
<b>X</b> Co-Trustee Signature	Print Name	Date
<b>X</b> Co-Trustee Signature	Print Name	Date
<b>X</b> Co-Trustee Signature	Print Name	Date

Please sign, print and date in blue or black ink only. Your signature above will also serve as a signature card for your account checks if you have marked the checkwriting feature in Section 7.



**10. Third-Party Pension Administrator (TPA)** (Complete this section if you use a TPA to administer your plan.)

**Organization Information**

Name of Organization	Organization Telephone Number ( )	Tax ID Number
Organization Street Address (no P.O. boxes)	Country of Legal Establishment <input type="checkbox"/> USA <input type="checkbox"/> Other: _____	
City State Zip Code	State of Incorporation	
Mailing Address (if different from above; P.O. boxes may be used)		
Email Address* (Required to access your account through the web.)		

\*By providing your email address, you consent to receiving email from Schwab. Information about opting out of certain email communications is provided at [schwab.com/privacy](http://schwab.com/privacy).

**11. TPA Authority** (Complete this section if you use a TPA to administer your plan.)

**A. Duplicate statement and confirms.** (All Trustees listed in Section 3 must initial.)

Trustee	Co-Trustee	Co-Trustee	Co-Trustee
_____	_____	_____	_____

**B. Relay trading instructions.** (Your TPA Authorized Agent **must** also complete Section 12 and sign in Section 13. All Trustees listed in Section 3 must initial.)

Trustee	Co-Trustee	Co-Trustee	Co-Trustee
_____	_____	_____	_____

**Note:** This is a Limited Power of Attorney (LPOA) authorization under the terms set forth in the Limited Power of Attorney (LPOA) for TPA Agreement.

**12. TPA Authorized Agent Information** (Required if Section 11B applies)

All TPAs who are to conduct business in the account must provide this information. As required by federal law, Schwab will use the information provided below to verify your identity.

**TPA Authorized Agent**

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)		
Home Telephone Number ( )	Business Telephone Number ( )	Cellular Telephone Number ( )
Email Address*		

**Additional TPA Authorized Agent†**

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)		
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
Identification Type <input type="checkbox"/> Passport <input type="checkbox"/> U.S. Driver's License <input type="checkbox"/> U.S. Gov't-Issued ID		Identification Number
Place of Issuance	Expiration Date	
Are you known by any other name? Specify:		
Country(ies) of Citizenship (Must list all.) <input type="checkbox"/> USA <input type="checkbox"/> Other: _____ <input type="checkbox"/> Other: _____	Country of Legal Residence <input type="checkbox"/> USA <input type="checkbox"/> Other: _____	

Social Security/Tax ID Number	Date of Birth (mm/dd/yyyy)	Mother's Maiden Name
Identification Type <input type="checkbox"/> Passport <input type="checkbox"/> U.S. Driver's License <input type="checkbox"/> U.S. Gov't-Issued ID		Identification Number
Place of Issuance	Expiration Date	
Are you known by any other name? Specify:		
Country(ies) of Citizenship (Must list all.) <input type="checkbox"/> USA <input type="checkbox"/> Other: _____ <input type="checkbox"/> Other: _____	Country of Legal Residence <input type="checkbox"/> USA <input type="checkbox"/> Other: _____	

†Please photocopy the "TPA Authorized Agent Information" section and provide information on each additional TPA.

\*By providing your email address, you consent to receiving email from Schwab. Information about opting out of certain email communications is provided at [schwab.com/privacy](http://schwab.com/privacy).



**12. TPA Authorized Agent Information** (Continued)

**TPA Authorized Agent** (Continued)

Securities industry regulations require that we collect the following information:

Employment Status (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," select one option that best describes your occupation.) <input type="checkbox"/> Business Owner/Self-Employed <input type="checkbox"/> Foreign Government Employee (Non-U.S.) <input type="checkbox"/> Executive/Senior Management <input type="checkbox"/> Military <input type="checkbox"/> Medical Professional <input type="checkbox"/> Educator <input type="checkbox"/> Legal Professional <input type="checkbox"/> Clerical/Administrative Services <input type="checkbox"/> Accounting Professional <input type="checkbox"/> Trade/Service (Labor/Manufacturing/Production) <input type="checkbox"/> Financial Services/Banking Professional <input type="checkbox"/> Sales/Marketing <input type="checkbox"/> Information Technology Professional <input type="checkbox"/> Consultant <input type="checkbox"/> Other Professional <input type="checkbox"/> Other (Specify): _____ <input type="checkbox"/> U.S. Government Employee (Federal/State/Local)			
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 _____.)			

**Additional TPA Authorized Agent\*** (Continued)

Securities industry regulations require that we collect the following information:

Employment Status (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," select one option that best describes your occupation.) <input type="checkbox"/> Business Owner/Self-Employed <input type="checkbox"/> Foreign Government Employee (Non-U.S.) <input type="checkbox"/> Executive/Senior Management <input type="checkbox"/> Military <input type="checkbox"/> Medical Professional <input type="checkbox"/> Educator <input type="checkbox"/> Legal Professional <input type="checkbox"/> Clerical/Administrative Services <input type="checkbox"/> Accounting Professional <input type="checkbox"/> Trade/Service (Labor/Manufacturing/Production) <input type="checkbox"/> Financial Services/Banking Professional <input type="checkbox"/> Sales/Marketing <input type="checkbox"/> Information Technology Professional <input type="checkbox"/> Consultant <input type="checkbox"/> Other Professional <input type="checkbox"/> Other (Specify): _____ <input type="checkbox"/> U.S. Government Employee (Federal/State/Local)			
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 _____.)			

\*Please photocopy the "TPA Authorized Agent Information" section and provide information on each additional TPA.

**13. Limited Power of Attorney (LPOA) for TPA Agreement** (Required if Section 11B applies)

By signing this application, you acknowledge that you have received and read the attached Limited Power of Attorney (LPOA) for TPA Agreement, which includes a predispute arbitration clause. You acknowledge receipt of the predispute arbitration clause contained on pages 1 and 2 of the Limited Power of Attorney (LPOA) for TPA Agreement.

**Third-Party Pension Administrator Authorized Agent's Signature**

<b>X</b>	Authorized Agent Signature	Print Name	Date
<b>X</b>	Additional Authorized Agent Signature	Print Name	Date



# Certification of Trust and Company Retirement Master Account Application Agreement

## Certification of Trust

By signing the Application, each Trustee represents and warrants that Charles Schwab & Co., Inc. ("Schwab") is authorized, as a brokerage firm, to open and maintain the Account on behalf of the Trust identified in this Application (the "Trust") in accordance with the account agreements applicable to this Account, including without limitation the authority to accept, hold, and deliver assets belonging to the Trust, and to accept orders and other instructions relating to the Trust from the Trustees. The Trustees represent, warrant, and certify that the Trust expressly grants them the power to buy, sell, exchange, convert, tender, redeem, and withdraw assets (including delivery of assets to and from the Account and delivery of assets to a Trustee personally) for and at the risk of the Trust. The Trustees represent, warrant, and certify that either (1) the Trust expressly authorizes that each Trustee, if more than one, is authorized to act individually, independently, and without the consent of the other Trustees; or (2) the Trustees have consented to each Trustee acting

individually, independently, and without the consent of the other Trustees with respect to the Account and that such delegation of authority is expressly authorized by the Trust and applicable law. The Trustees agree that any notice sent to one Trustee will constitute notice to all Trustees. Schwab, in its sole discretion and for its sole protection, may require the written consent of any or all Trustees prior to acting upon the instructions of any Trustee. The Trustees represent, warrant, and certify that the Trust and any law governing the Trust authorizes the Trustees to delegate authority to Participants and Third-Party Pension Administrators as provided in this Application or as may be provided to Schwab in the future. The Trustees represent, warrant, and certify that neither they nor the Trust impose any obligation on Schwab for determining the purpose or propriety (i) of any instructions received from any Trustee or Participant or (ii) of payments or deliveries to or among Trustees. By signing this Application, each Trustee further warrants, represents, and certifies that there

are no other currently acting Trustee(s) of the Trust other than those signing this Application. Should only one person execute this Application, it is a representation that the signer is the sole current acting Trustee. Finally, the Trustees represent, warrant, and certify that the Trust has not been revoked, modified or amended in any manner which would cause the representations contained in this Certification to be incorrect. Each Trustee agrees to notify Schwab immediately in writing of any change that would cause this Certification to become incorrect or incomplete. Each Trustee hereby, jointly and severally, in both personal and representative capacities, agrees to indemnify Schwab, its affiliates, officers, directors, employees, and agents from, and to hold such persons harmless against, any claims, judgments, surcharges, settlements or other liabilities or costs of defense or settlement (including investigative and attorneys' fees) arising out of or related to any act or omission to act by any Trustee with respect to the Account.

## Company Retirement Master Account Application Agreement

This agreement relates to your Account and is part of the Account Agreement between each Trustee and Schwab. Please read and retain for your files.

**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.

**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.

**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, Inc., 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.

**Sending Duplicate Statements and Confirms to Third-Party Pension Administrators.** If you authorize Schwab to provide a Third-Party Pension Administrator ("TPA") with duplicate statements and confirmations under the Trustees' representations, Schwab will convey confirmation of all activity to the TPA and provide the TPA with paper statements, and if applicable, both the statements and confirmations may be transmitted electronically.

**Relay Trading Instructions.** If you have authorized the TPA to relay trading instructions to Schwab, you agree that Schwab, its employees, agents, and counterparties may accept and rely on such instructions without obtaining any approval, counter-signature or cosignature from any Trustee. The TPA's authority will include, without limitation:

- the authority to give instructions for transactions in securities and financial instruments, including the buying and selling of stocks, bonds, debentures, notes, subscription warrants, stock purchase warrants, options,

mutual fund shares, evidences of indebtedness, and any other securities, instruments or contracts relating to securities; and

- where necessary to complete any transaction, the authority to transfer, convert, endorse, sell, assign, set over, and deliver any assets held in the Account and to make, execute, and deliver any and all written instruments of assignment and transfer.

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

- Schwab will merely effect trades as directed by the TPA or Participants (as applicable).
- You are responsible for determining the nature, potential value, and suitability for the Trust of any particular security, transaction or investment strategy; Schwab has no responsibility for any such determination unless Schwab gives advice directly to you, the TPA or Participant that is clearly identified as a Schwab recommendation for Trustees, the TPA or Participant to enter into a particular transaction or to buy or sell a particular security; and Schwab does not give legal or tax advice.
- Schwab is not acting as a fiduciary.
- You (and not Schwab) are responsible for investigating and selecting any TPA.
- TPAs are not affiliated with or controlled or employed by Schwab, and Schwab has not approved, recommended or endorsed any TPA.
- Schwab has no duty to supervise or monitor trading by you, the TPA or a Participant in the Account.
- Schwab has no duty to review the documents under which the Trust or retirement plan is maintained, to update these documents or to request a determination letter from the



Internal Revenue Service concerning retirement plan documents.

- Schwab has no duty to determine or review allocations of contributions among Participants, or to perform any recordkeeping functions for the Trust or retirement plan.
- Schwab has no duty to review Trust or retirement plan investments for compliance with ERISA (the Employee Retirement Income Security Act of 1974, as amended) (including determining whether any investments constitute prohibited transactions under ERISA) or to determine whether Trust or retirement plan investments will result in exposure to the tax on unrelated business taxable income, or to review the Trust or retirement plan documents to determine whether any investment instructions are in accordance with the terms of the Trust or retirement plan.
- Schwab has no duty to assist in complying with any obligations that may be imposed under ERISA, including, without limitation, the reporting, participant disclosure or bonding requirements of ERISA.
- Schwab has no duty to determine the valuation of any assets in the Account that are not traded on a recognized exchange.
- Schwab has no duty to assist in complying with any legal obligations that may apply to distributions from the Trust or retirement plan, to determine whether any distributions are required under the required minimum distribution rules of the Internal Revenue Code, to determine whether any distributions that Schwab may be instructed to make are properly authorized under the terms of the retirement plan, or to review any beneficiary designations that may be made by Participants.
- Schwab has no duty for the preparation, distribution and/or filing of any federal tax forms, reports, or tax withholding elections related to any payments from your retirement plan, including but not limited to IRS Form 1099-R. Schwab is not responsible for the remittance of any taxes related to withholding on distributions from your retirement plan.

**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 in your best interest. 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 we otherwise agree with you in writing, Schwab does not monitor your account(s) or investments and has no obligation to update an investment recommendation, financial advice, or financial plan we may give you. Such recommendation, financial advice, or financial plan only applies at the point in time we provide it to you. You acknowledge that Schwab does not provide tax or legal advice.

**Limited Power of Attorney for Participant Directed Accounts.** If you have authorized Participants to direct investments for their accounts, you hereby request that Schwab open brokerage accounts on behalf of the Trust with respect to all Participants who return an Application to Schwab in the form attached hereto, and you hereby grant to each such Participant limited power of attorney with respect to such account. The authority conferred on each Participant by this authorization to the Participant will be exercised in accordance with the terms and conditions set forth in the Participant's Application.

You are responsible as the named fiduciary of the Plan(s) for reviewing and approving the terms of this Agreement and all documents pertaining to the Schwab Company Retirement Account, including the terms and conditions of the Schwab One® Account Agreement associated with each Participant brokerage account. Unless you (or other authorized Plan fiduciary) otherwise direct Schwab in writing, you hereby direct Schwab to make available to Participants and their accounts the ability to enter into certain transactions, including (i) the purchase, holding and sale of all securities generally available or permissible by Schwab to such account types; (ii) the receipt of communications and information about, and enrollment in, Investment Advisory Products (referred to as Schwab "offerings" in the Schwab One Account Agreement) offered by Schwab and its affiliates, including the Schwab Managed Portfolios™ Windhaven® Strategies, and any future products (collectively, the "Investment Advisory Products"); (iii) hiring of investment managers; and (iv) payment of Investment Advisory Products fees using Participant or Plan assets as applicable. You understand and have given consideration to the IRS non-discrimination rules under Section 401(a)(4) of the Internal Revenue Code ("Code") regarding the offer of benefits, rights or features under a qualified plan and agree that you are solely responsible for monitoring and maintaining compliance with Section 401(a)(4) of the Code.

You hereby provide your authority for the foregoing direction. In the future, Schwab may modify its offering to include additional Investment Advisory Products, in which case Schwab will provide notice and the opportunity to decline offering Investment Advisory Products. Further, you may decline to offer Investment Advisory Products at any time and agree to notify Schwab in writing to withdraw your approval of any of the specified transactions mentioned herein.

**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.

**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.

**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.

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.

**Using the Check Feature.** If you have requested the check feature through your Account, you authorize checks to be issued as indicated in your Account Application. You agree that each Trustee is authorized to write checks.

**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 Participants, 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.

**Required Arbitration Disclosures.** Regulatory authorities require that any brokerage agreement containing a predispute arbitration agreement must disclose that this agreement contains a predispute arbitration clause. This Agreement contains a predispute arbitration clause. By signing an arbitration agreement, the parties agree as follows:

- All parties to this Agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.
- Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
- The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
- The arbitrators do not have to explain the reason(s) for their award unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 20 days prior to the first scheduled hearing date.

- The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
- The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.
- The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this Agreement.

No person shall bring a putative or certified class action to arbitration, nor seek to enforce any predispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until:

1. the class certification is denied;
2. the class is decertified; or
3. the customer is excluded from the class by the court.

Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this Agreement except to the extent stated herein.

**Arbitration Agreement.** Any controversy or claim arising out of or relating to (i) this Agreement, any other agreement with Schwab, an instruction or authorization provided to Schwab or the breach of any such agreements, instructions, or authorizations; (ii) the Account, any other Schwab account or Services; (iii) transactions in the Account or any other Schwab account; (iv) or in any way arising from the relationship with Schwab, its parent, subsidiaries, affiliates, officers, directors, employees, agents or service providers ("Related Third Parties"), including any controversy over the arbitrability of a dispute, will be settled by arbitration.

This arbitration agreement will be binding upon and inure to the benefit of the parties hereto and their respective representatives, attorneys-in-fact, heirs, successors, assigns and any other persons having or claiming to have a legal or beneficial interest in the Account, including court-appointed trustees and receivers. This arbitration agreement will also inure to the benefit of third-party service providers that assist Schwab in providing Services ("Third-Party Service Providers") and such Third-Party Service Providers are deemed to be third-party beneficiaries of this arbitration agreement.

The parties agree that this arbitration agreement will apply even if the application to open the Account is denied and will survive the closure of your Account and/or the termination of services rendered under this Agreement.

Such arbitration will be conducted by, and according to the securities arbitration rules and regulations then in effect of, the Financial Industry Regulatory Authority (FINRA) or any national securities exchange that provides a forum for the arbitration of disputes, provided that Schwab is a member of such national securities exchange at the time the arbitration is initiated. Any party may initiate arbitration by filing a written claim with FINRA or such eligible national securities exchange. If arbitration before FINRA or an eligible national securities exchange is unavailable or impossible for any reason, then such arbitration will be conducted by, and according to the rules and regulations then in effect of, the American Arbitration Association (AAA). If arbitration before the AAA is unavailable or impossible for any reason, the parties agree to have a court of competent jurisdiction appoint three (3) arbitrators to resolve any and all disputes or controversies between or among the parties. Each party shall bear its own initial arbitration costs, which are determined by the rules and regulations of the arbitration forum. In the event of financial hardship, the arbitration forum may waive certain costs in accordance with such rules. At the conclusion of the hearing, the arbitrators will decide how to assess the costs of the arbitration among the parties.

Any award the arbitrator makes shall be final and binding, and judgment on it may be entered in any court having jurisdiction. This arbitration agreement shall be enforced and interpreted exclusively in accordance with applicable federal laws of the United States, including the Federal Arbitration Act. Any costs, fees or taxes involved in enforcing the award shall be fully assessed against and paid by the party resisting enforcement of said award.

For FINRA arbitrations, FINRA will appoint a single public arbitrator in customer cases decided by one arbitrator. In customer cases decided by three arbitrators, investors have the option of choosing an arbitration panel with two public arbitrators and one non-public arbitrator (Majority-Public Panel Rule) or a panel of all public arbitrators (Optional All-Public Panel Rule). If the customer declines to elect a panel selection method in writing by the applicable deadline, the Majority-Public Panel Rule for selecting arbitrators will apply.

All notices from one party to the other involving arbitration shall be considered to have been fully given when so served, mailed by first-class, certified or registered mail, or otherwise given by other commercially accepted medium of written notification.

In addition to the above provisions, if a party to this Agreement is or becomes a non-U.S. resident at the time of any controversy subject to this arbitration agreement, such party acknowledges and agrees to the following additional provisions:

- (1) The rules of the organization administering the arbitration specifically provide for the formal designation of the place at which the arbitration is to be held.
- (2) Entering into this Agreement constitutes consent to submit to the personal jurisdiction of the courts of the state of California, U.S.A., to interpret or enforce any or all of these arbitration provisions. Judgment on any arbitration award may be entered in any court having jurisdiction, or application may be made to such court for judicial acceptance of the award and an order of enforcement, as the case may be.
- (3) The exclusive language to be used by the parties and the arbitrators in the arbitration proceedings shall be English. Any party wishing an interpreter shall make all arrangements directly with the interpreter and shall assume all costs of the service.
- (4) If a party is a foreign government or state, state-owned or state-operated enterprise or other instrumentality of a foreign government or state, such party waives all rights of sovereign immunity and neither the Federal Act of State doctrine nor the doctrine of sovereign immunity shall apply insofar as any enforcement in courts located in the U.S.A. is concerned.

**Impartial Lottery for Securities Subject to Partial Call or Partial Redemption.** If Schwab holds securities for you in street name, in Schwab's name, or in bearer form that are subject to partial call or partial redemption, then in the case of a partial call or partial redemption Schwab will use an impartial lottery system to select the securities to be called or redeemed from among accounts holding those securities. For a description of Schwab's lottery system, please visit [schwab.com/PartialCalls](http://schwab.com/PartialCalls). If you would like a printed description of Schwab's lottery system mailed to you, please contact a Schwab representative at 1-800-435-4000.

# Limited Power of Attorney (LPOA) for TPA Agreement

Please retain for your files.

**Charles Schwab & Co., Inc. Third-Party Pension Administrator Agreement.** Third-Party Pension Administrator (“TPA”) and Schwab agree that the authority conferred on TPA by the LPOA Authorization on this form shall be exercised in accordance with the following terms and conditions.

**Authorization to Trade for Brokerage Account.**

TPA may place trading orders for brokerage account pursuant to the LPOA. The Trustees may revoke the LPOA at any time by giving written notice to Schwab. TPA agrees not to take any actions that exceed its authority under the LPOA or any other agreement between TPA and the Trustees or Plan Sponsor.

**Schwab’s Role.** TPA acknowledges that TPA is responsible for determining the nature, potential value, and suitability for the Trust of any particular security, transaction or investment strategy; that Schwab has no responsibility for any such determination unless a Schwab Investment Consultant gives advice directly to Trustee, TPA or Participant that is clearly identified as a Schwab recommendation for Trustee, TPA or Participant to enter into a particular transaction or to buy or sell a particular security; and that Schwab does not give legal or tax advice.

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

**Compliance with FINRA Rules of Conduct.**

TPA represents and warrants that, unless TPA has given Schwab written notice to the contrary, TPA is not “associated” with a member of the Financial Industry Regulatory Authority, Inc. (FINRA) within the meaning of Rule 3050 of FINRA’s Conduct Rules. TPA agrees to give prompt written notice if TPA later becomes so associated.

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

**Indemnification.** TPA will indemnify and hold harmless Schwab, its affiliates and their directors, officers, and employees from and against all claims, actions, costs, and liabilities, including attorneys’ fees, arising out of or relating to:

- any breach by TPA of any provision of this Agreement;
- the performance or nonperformance of TPA’s services; and
- any dispute between TPA and the Trustees, the Plan Sponsor or the Participant.

**Trade Confirmations and Account Statements.**

Unless the Trustees direct otherwise, Schwab will send trade confirmations and account statements to the Trustees and, if requested, to the TPA.

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

**Entire Agreement.** This Agreement contains all of the agreements, representations and understandings made between TPA and Schwab. All modifications and amendments hereto must be signed by both parties.

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

**Waivers.** The failure of either party at any time to require performance by the other party of any provision of this Agreement will not affect in any way the right to require such performance at any time thereafter. The waiver by either party of a breach of any provisions hereof will not be taken or held to be a waiver of the provision itself.

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

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

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

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

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

**Required Arbitration Disclosures.** Regulatory authorities require that any brokerage agree-

ment containing a predispute arbitration agreement must disclose that this agreement contains a predispute arbitration clause. This Agreement contains a predispute arbitration clause. By signing an arbitration agreement, the parties agree as follows:

- All parties to this Agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.
- Arbitration awards are generally final and binding; a party’s ability to have a court reverse or modify an arbitration award is very limited.
- The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
- The arbitrators do not have to explain the reason(s) for their award unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 20 days prior to the first scheduled hearing date.
- The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
- The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.
- The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this Agreement.

No person shall bring a putative or certified class action to arbitration, nor seek to enforce any predispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until:

1. the class certification is denied;
2. the class is decertified; or
3. the customer is excluded from the class by the court.

Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this Agreement except to the extent stated herein.

**Arbitration Agreement.** Any controversy or claim arising out of or relating to (i) this Agreement, any other agreement with Schwab, an instruction or authorization provided to Schwab or the breach of any such agreements, instructions, or authorizations; (ii) the Account, any other Schwab account or Services; (iii) transactions in the Account or any other Schwab account; (iv) or in any way arising from the relationship with Schwab, its parent, subsidiaries, affiliates, officers, directors, employees, agents or service providers (“Related Third Parties”), including any controversy over the arbitrability of a dispute, will be settled by arbitration.

This arbitration agreement will be binding upon and inure to the benefit of the parties hereto and their respective representatives, attorneys-in-fact, heirs, successors, assigns and any other persons having or claiming to have a legal or beneficial interest in the Account, including court-appointed trustees and receivers. This arbitration agreement will also inure to the benefit of third-party service providers that assist Schwab in providing Services ("Third-Party Service Providers") and such Third-Party Service Providers are deemed to be third-party beneficiaries of this arbitration agreement.

The parties agree that this arbitration agreement will apply even if the application to open the Account is denied and will survive the closure of your Account and/or the termination of services rendered under this Agreement.

Such arbitration will be conducted by, and according to the securities arbitration rules and regulations then in effect of, the Financial Industry Regulatory Authority (FINRA) or any national securities exchange that provides a forum for the arbitration of disputes, provided that Schwab is a member of such national securities exchange at the time the arbitration is initiated. Any party may initiate arbitration by filing a written claim with FINRA or such eligible national securities exchange. If arbitration before FINRA or an eligible national securities exchange is unavailable or impossible for any reason, then such arbitration will be conducted by, and according to the rules and regulations then in effect of, the American Arbitration Association (AAA). If arbitration before the AAA is unavailable or impossible for any reason, the parties agree to have a court of competent jurisdiction appoint three (3) arbitrators to resolve any and all disputes or controversies between or among the parties. Each party shall bear its own initial arbitration costs, which are determined by the rules and regulations of the arbitration forum. In the event of financial hardship, the arbitration forum may waive certain costs in accordance

with such rules. At the conclusion of the hearing, the arbitrators will decide how to assess the costs of the arbitration among the parties.

Any award the arbitrator makes shall be final and binding, and judgment on it may be entered in any court having jurisdiction. This arbitration agreement shall be enforced and interpreted exclusively in accordance with applicable federal laws of the United States, including the Federal Arbitration Act. Any costs, fees or taxes involved in enforcing the award shall be fully assessed against and paid by the party resisting enforcement of said award.

For FINRA arbitrations, FINRA will appoint a single public arbitrator in customer cases decided by one arbitrator. In customer cases decided by three arbitrators, investors have the option of choosing an arbitration panel with two public arbitrators and one non-public arbitrator (Majority-Public Panel Rule) or a panel of all public arbitrators (Optional All-Public Panel Rule). If the customer declines to elect a panel selection method in writing by the applicable deadline, the Majority-Public Panel Rule for selecting arbitrators will apply.

All notices from one party to the other involving arbitration shall be considered to have been fully given when so served, mailed by first-class, certified or registered mail, or otherwise given by other commercially accepted medium of written notification.

In addition to the above provisions, if a party to this Agreement is or becomes a non-U.S. resident at the time of any controversy subject to this arbitration agreement, such party acknowledges and agrees to the following additional provisions:

- (1) The rules of the organization administering the arbitration specifically provide for the formal designation of the place at which the arbitration is to be held.
- (2) Entering into this Agreement constitutes consent to submit to the personal jurisdiction

of the courts of the state of California, U.S.A., to interpret or enforce any or all of these arbitration provisions. Judgment on any arbitration award may be entered in any court having jurisdiction, or application may be made to such court for judicial acceptance of the award and an order of enforcement, as the case may be.

- (3) The exclusive language to be used by the parties and the arbitrators in the arbitration proceedings shall be English. Any party wishing an interpreter shall make all arrangements directly with the interpreter and shall assume all costs of the service.
- (4) If a party is a foreign government or state, state-owned or state-operated enterprise or other instrumentality of a foreign government or state, such party waives all rights of sovereign immunity and neither the Federal Act of State doctrine nor the doctrine of sovereign immunity shall apply insofar as any enforcement in courts located in the U.S.A. is concerned.

**Impartial Lottery for Securities Subject to Partial Call or Partial Redemption.** If Schwab holds securities for you in street name, in Schwab's name, or in bearer form that are subject to partial call or partial redemption, then in the case of a partial call or partial redemption Schwab will use an impartial lottery system to select the securities to be called or redeemed from among accounts holding those securities. For a description of Schwab's lottery system, please visit [schwab.com/PartialCalls](http://schwab.com/PartialCalls). If you would like a printed description of Schwab's lottery system mailed to you, please contact a Schwab representative at 1-800-435-4000.

**Notice to Canadian Residents.** Schwab is not registered as a broker-dealer in Canada; we are relying upon an exemption from the broker-dealer registration requirement to act as a broker-dealer. Therefore, Schwab and its agents are not subject to the full regulatory requirements otherwise applicable under Canadian securities legislation.

# Cash Features Program General Terms and Conditions

The automatic investment of your free credit balance, including the frequency and the amount of each sweep, is governed by the terms and conditions set forth in the Cash Features Disclosure Statement and in the Account Agreement applicable to your account. The material in this document is intended for informational purposes only. If there is any conflict between the descriptions in this document and the terms of the Cash Features Disclosure Statement, the Cash Features Disclosure Statement will control.

<b>How the Cash Features Program Works</b>	<p>Schwab’s Cash Features Program is the service (described in the Cash Features Disclosure Statement) that we provide to automatically invest, or “sweep,” the free credit balance in your account into a liquid investment to earn interest. The program permits you to earn income while you decide how those funds should be invested longer term.</p>
<b>Available Cash Feature</b>	<p>The available cash features currently consist of:</p> <ul style="list-style-type: none"> <li>▪ The free credit balance in your eligible account (the “Schwab One® Interest feature”), on which Schwab pays interest;</li> <li>▪ Interest-bearing deposit accounts at one or more of our affiliated banks (the “Bank Sweep feature” for most accounts and the “Bank Sweep for Benefit Plans feature” for retirement plan accounts); and</li> <li>▪ For some accounts, one or more affiliated money market mutual funds (the “Money Fund Sweep feature”).</li> </ul>
<b>Eligibility</b>	<p>Eligibility for each cash feature is based on the registered ownership and the type of account. Not all account registrations and account types will be eligible for all cash features. Some account registrations and account types will be eligible for only one cash feature. Please see your Account Application and the Cash Features Disclosure Statement for more complete eligibility details.</p>
<b>Duty to Monitor Eligibility for Cash Features</b>	<p>It is your responsibility to monitor your eligibility for the cash features and determine the best cash feature available to you. Schwab is not responsible for contacting you if you are, or later become, eligible for other higher-yielding cash features.</p>
<b>Interest Rates and Yields</b>	<p>The interest rates and yields for the different cash features vary over time. There is no guarantee that the interest rate and yield on any particular cash feature will be or will remain higher than the interest rate and yield on any other cash features over any period. Current interest rates and yields can be obtained by contacting your independent investment advisor or your Financial Consultant, or by calling us at 1-800-435-4000. If you already have an account, you can visit our website at <a href="http://www.schwab.com/sweep">www.schwab.com/sweep</a>. If your account is an Advisor Services account, please contact your advisor, visit <a href="http://www.schwab.com/SA_sweep">www.schwab.com/SA_sweep</a>, or call Schwab Alliance at 1-800-515-2157.</p> <ul style="list-style-type: none"> <li>▪ The interest rate on the Schwab One Interest feature is set by Schwab. We have the option to pay as low a rate as possible consistent with our views of competitive necessities. With certain exceptions, the rate will be tiered based upon the overall free credit balance within your account.</li> <li>▪ The interest rate on the Bank Sweep feature is set by our affiliated bank(s), which also has the option to pay as low a rate as possible consistent with their views of competitive necessities. Retirement accounts will be paid a reasonable rate consistent with applicable legal and regulatory requirements. With certain exceptions, the rate will be tiered based upon your account type and the combined amount of your account’s Bank Sweep deposits at our affiliated bank(s).</li> </ul>

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

<p><b>Interest Rates and Yields</b> (Continued)</p>	<ul style="list-style-type: none"> <li>▪ The interest rate on the Bank Sweep for Benefit Plans feature is set by our affiliated bank(s), which intend to pay interest consistent with reasonable rate provisions of applicable legal and regulatory requirements. This can be lower than some competitors' rates. Interest rates do not vary by tiers and do not vary based on your cash balances.</li> <li>▪ Money market mutual funds offered through the Money Fund Sweep feature seek to achieve the highest yield (less fees and expenses) consistent with prudence and their investment objectives.</li> </ul> <p>Cash features are not intended to be long-term investments, and yields on any of our cash features can be lower than those of similar investments or deposit accounts offered outside the Cash Features Program. If you desire to maintain cash balances for other than a short-term period and/or are seeking the highest yields currently available in the market, please contact your Schwab representative or visit <a href="http://www.schwab.com/cash">www.schwab.com/cash</a> for investment options that may be available outside of the Cash Features Program to help maximize your return potential consistent with your investment objectives and risk tolerance. If your account is an Advisor Services account, please contact your advisor, visit <a href="http://www.schwab.com/SA_cash">www.schwab.com/SA_cash</a>, or call Schwab Alliance at 1-800-515-2157.</p>
<p><b>Benefits to Schwab</b></p>	<p>We charge fees and receive certain benefits under the different cash features. We share a portion of these fees and benefits with our investment professionals. Because of these fees and benefits, we have a financial incentive to select the particular cash features included in the Cash Features Program.</p>
<p><b>Differing Risks and Account Protection</b></p>	<p>The different cash features are subject to different risks and account protection:</p> <ul style="list-style-type: none"> <li>▪ The Schwab One® Interest feature is not subject to market risk and value loss but is subject to the risk of Schwab's failure. In the unlikely event that Schwab fails, cash is eligible for SIPC coverage up to a limit of \$250,000 (including principal and interest) per client in each insurable capacity (e.g., individual or joint). Free credit balances held at Schwab are not insured or guaranteed by the FDIC.</li> <li>▪ The Bank Sweep and Bank Sweep for Benefit Plans features are not subject to market risk and value loss but are subject to the risk of the failure of one or more of our affiliated banks. In the unlikely event that one or more of our affiliated banks fails, deposits at each bank are eligible for FDIC insurance protection up to a limit of \$250,000 (including principal and interest) per depositor in each insurable capacity (e.g., individual, joint, and plan participant). This limit includes any other deposits you may have at that bank outside of the Bank Sweep and Bank Sweep for Benefit Plans features. <b>You are responsible for monitoring your bank balances in the Bank Sweep and Bank Sweep for Benefit Plans features and the balances in any of your other bank accounts at each affiliated bank to determine if these, in total, exceed FDIC insurance limits. Monies held in both features are not covered by SIPC.</b></li> <li>▪ Money market mutual funds in the Money Fund Sweep feature invest in high-quality, short-term securities and seek to maintain a stable value, but are subject to market risks and potential value loss. They are not bank accounts and are not subject to FDIC insurance protection. They are instead covered by SIPC, which protects against the custodial risk (and not a decline in market value) when a brokerage firm fails by replacing missing securities and cash up to a limit of \$500,000, of which \$250,000 may be cash. Shares held through the Money Fund Sweep feature are not considered cash, but are treated as securities for SIPC coverage.</li> </ul>

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

# Important Information About Your Informed Consent to Receive Paperless Documents

## The Purpose and Effect of Your Consent

This disclosure and informed consent applies to all communications for those accounts, products and services offered in person or available via Schwab.com, Schwaballiance.com, or via a Schwab mobile website or mobile application used to access those accounts, products or services, to the extent they are not otherwise governed by the terms of a separate disclosure and informed consent.

We are required to provide to you "in writing" certain records and disclosures about our relationship and transactions in your account. You are entitled to receive those documents on paper. With your affirmative consent, we can provide the documents to you electronically instead via the Schwab Paperless Documents program ("Paperless Documents"). The information below will help you understand the conditions and requirements relating to Paperless Documents. You can always find the most up-to-date version of this important information at [schwab.com/paperless\\_consent](http://schwab.com/paperless_consent).

Paperless Documents categories include: tax forms, trade confirmations, shareholder materials, statements and account documents (e.g., account statements and other account-related documents associated with the account, including account agreement amendments and program disclosures, fund prospectuses, and investment advisory service disclosures). Each of these document categories is described in detail below. If you are opening an account, the account agreements and account and program disclosures delivered to you as part of the account opening process are also included in Paperless Documents. Electronic documents specific to your transactions and account will be available online for up to 10 years from the date of initial delivery. Your consent to receive documents electronically is not limited in duration and does not expire.

Depending on where you reside, the initial scope of your Paperless Documents enrollment, and whether you have made modifications to your enrollment, not all document categories may apply to you. Certain documents that are not currently included in Paperless Documents may continue to be delivered to you via postal mail. In the future, some or all of these documents may be added to Paperless Documents and made available to you electronically in accordance with your informed consent to this disclosure. If you are uncertain which documents are covered by your Paperless Documents enrollment, please check online at [schwab.com/paperless\\_services](http://schwab.com/paperless_services) or call or email Schwab or Schwab Bank using the contact information below.

For additional information about Schwab Bank account statements, see the "Addendum" on the following page.

You indicate your consent to Paperless Documents by providing an email address and signing an account agreement, or by clicking or touching an "I consent" or other button indicating assent to or acceptance of the conditions and requirements relating to Paperless Documents, and we record your consent. The method of consent may depend on whether you are opening an account or separately enrolling in Paperless Documents for an existing account. If you do not provide consent, Schwab or Schwab Bank will send you paper copies. Your consent will be effective until you cancel your enrollment in Paperless Documents or Schwab or Schwab Bank notifies you that the program is discontinued. If you are a joint account holder, your consent binds the other account holder.

By providing consent, you confirm that you have the ability to access Schwab on the web, and the ability to open, view, save, retain, and print PDF documents as described below. These abilities demonstrate that you can receive the documents we will deliver to you. You also confirm that you have provided a valid email address as part of the account opening or Paperless Documents enrollment process.

We may, if necessary and at our discretion, end your participation in Paperless Documents, or change the terms and conditions relating to Paperless Documents and electronic communications. It is your responsibility to review any updates in a timely manner. We will provide you with notice of any discontinuation or update as required by law.

## Our Contact Information to Request Paper or Ask Questions

To access the document and print a copy, log in to your Schwab or Schwab Bank account, select the "Accounts" tab, then select "Statements." To request paper, ask questions about, or report problems concerning Paperless Documents, you may contact us as follows:

To contact us by email, log in to Schwab.com, click "Contact Us," and then click "Send a Secure Message." Advisor Services clients, please log in to [schwaballiance.com](http://schwaballiance.com). To contact us by phone:

- Investor Services clients: 1-800-435-4000.
- Schwab Bank High Yield Investor Checking® (or other Schwab Bank) clients: 1-888-403-9000.
- Clients in the U.K.: 00 800 0826-5001.
- Clients in other countries: +1-415-667-8400.
- Advisor Services clients: Contact your independent advisor or call 1-800-515-2157.
- Schwab Intelligent Portfolios Solutions™ clients: 1-855-694-5208.
- Institutional Intelligent Portfolios® clients: 1-877-805-3399.

## To Withdraw Your Consent

When you change your preference back to postal mail delivery, this cancels your enrollment in Paperless Documents and withdraws your consent for the document categories you indicate. You can do this by logging in to [schwab.com/paperless\\_services](http://schwab.com/paperless_services), or by calling or emailing Schwab or Schwab Bank using the contact information above. Allow 48 hours for processing. Your consent will remain effective for other document categories for which you maintain a paperless delivery preference.

*Important note for Schwab Advisor Services clients:* Canceling or modifying your enrollment may make your account(s) ineligible for lower commission rates, and the commissions you pay can increase.

*Important note for Schwab Intelligent Portfolios Solutions and Institutional Intelligent Portfolios clients:* Intelligent Portfolios is an all-electronic service. If in the future you request paper documents, withdraw your consent, or are unable to receive Paperless Documents, Schwab may terminate your account.

## Electronic Notification When a Paperless Document Is Ready

We send you an email to let you know a document is available. For some documents, the email itself will be the paperless document. For other documents, the email will contain a link that will allow you to access or download the document, and your login may be required prior to such access.

## Keeping Your Email Address Current and Actions Schwab or Schwab Bank Will Take If There Is a Problem

Please note that after three consecutive months of unsuccessful electronic delivery attempts of your tax forms, trade confirmations, or statements and account documents, your account(s) will revert back to postal mail delivery. This will cancel your enrollment in Paperless Documents and withdraw your consent to receive Paperless Documents.

It is your responsibility to notify Schwab or Schwab Bank of any change in your email address by logging in to the Schwab site and going to Service > My Profile > Email Addresses or using the contact information above. In addition to the unenrollment process outlined above, if we receive any indication either that the email notification did not reach you successfully or that there is a problem with your email address or service, we will take the following actions:

- **Tax Forms**—Send a letter by postal mail within two business days to inform you that we were unable to deliver your tax form electronically. In certain circumstances, as may be required by law or regulation or for other reasons, we may send you the tax form itself by postal mail within the time period prescribed by the relevant legal or regulatory requirements.
- **Trade Confirmation**—Send a paper copy of trade confirmation by postal mail within 24 hours. Also send a letter by postal mail to inform you that we were unable to deliver your Trade Confirmation to you electronically.

- **Statements and Account Documents**—Send a letter by postal mail informing you that we were unable to deliver your statement or account document electronically.
- **Shareholder Materials**—Send a paper copy of the shareholder materials via postal mail within 24 hours. We will send you a letter informing you that we were unable to deliver your shareholder materials electronically. The account will be unenrolled from Paperless Documents, and we will begin to send you paper shareholder materials.

### Hardware and Software Requirements

Paperless Documents requires you to have access to a device (computer or smartphone) with Internet service and an active email account and address, along with the following:

- A current version of a common Internet browser, with JavaScript enabled.
- A current version of a program, such as Adobe® Reader®; that accurately reads and displays PDF documents. If you do not have Adobe Acrobat installed on your device, you can download the free software at [adobe.com](http://adobe.com).
- An operating system on your device that supports the above.
- A printer that connects to your device, if you wish to print documents.
- Electronic storage connected to your device, if you wish to retain records in electronic form. (If you are using your computer, just save documents to your local hard drive.)

If you use your smartphone, you must access the full Schwab website to view and print your documents. If you have questions relating to hardware and software requirements, please call or email Schwab using the contact information on the previous page.

### Security and Privacy Information

Unless expressly stated, email notifications for Paperless Documents are not encrypted. For security and confidentiality, unencrypted emails will not include your name, full account number, or any other personal identifier. Be aware, however, that some email addresses may use part of your name or your entire name. If you use a work email address, your employer or other employees may have access to your email. To help you identify your account, we may include some portion, but not all, of your account number. Schwab or Schwab Bank may use a vendor to deliver Paperless Documents.

Whether Schwab, Schwab Bank, or a vendor delivers the documents, Schwab's privacy policy applies.

### Records and Disclosures Included in Schwab and Schwab Bank's Paperless Documents Program

#### Tax Forms ("eTax Documents")

A tax document provides important information you need to complete your tax returns. Much of the information we provide in tax documents is also reported to the IRS. This includes any corrected tax documents and accompanying notices. When a tax document is ready, we will send an email notification with the subject line "IMPORTANT TAX RETURN DOCUMENT AVAILABLE" and containing a web link to the document available after you log in.

#### Trade Confirmations ("eConfirms")

A trade confirmation is an official record of your securities transaction. It includes the price, number of shares, and the commission we charge you, as well as disclosures required under federal law. If you choose to receive paperless trade confirmations, the terms and conditions of your transaction will appear in the email and on a web page you can link to from the email. Your consent to receive paperless trade confirmations also includes paperless delivery of prospectuses or other regulatory information we provide to you at the time of your trade. Your consent to receive paperless trade confirmations also covers paperless delivery of Trade Confirmation Reports (TCRs) if you elect this alternative as part of your Managed Account enrollment.

#### Statements and Account Documents ("eStatements")

An account statement provides important information about your account, including the price and quantity of securities you hold, the transactions

conducted, other activity in your account, and terms and conditions governing your account. Account statements are sent at the end of each month in which you conducted activity in your account or at the end of each calendar quarter, regardless of any account activity. With your account statements, we often include accompanying account-related notices and other regulatory information, including, but not limited to, Schwab's Statement of Financial Condition, pricing changes, changes to payment features, privacy policy, annual notices, amendments to your account agreements, and any other documents, notices, and disclosures required by law or regulatory rules to be provided to you. At account opening and from time to time thereafter, we also send you notifications about your account. Collectively, we call these documents, notices, and disclosures "account documents." When you consent to paperless account statements, you also consent to paperless account documents.

#### Investment Advisory Service Disclosures (A Sub-Category of Account Documents)

Your consent to paperless Statements and Account Documents includes investment advisory program disclosures, brochure supplements with information about individual Schwab representatives, and related materials such as periodic updates or annual summaries of any changes to those documents ("Form ADV Disclosures") as Schwab makes these available in the future. The investment advisory programs may include Schwab Private Client™ Schwab Managed Portfolios™ Schwab Managed Account Services™, the Schwab Advisor Network®, Schwab Intelligent Portfolios Solutions™ and other similar advisory services, and fee-based Financial Planning Services. In addition to Schwab's and its affiliates' own Form ADV Disclosures, your consent also covers ADV Disclosures from third-party investment advisors whose services you select through Schwab. Paperless Form ADV Disclosures may accompany your account statements or be sent independently. If the third party does not make its Form ADV Disclosures available electronically, you will instead receive the standard printed materials by postal mail.

#### Shareholder Materials ("Electronic Delivery")

Shareholder materials include regulatory information such as prospectuses; prospectus supplements; quarterly, semi-annual, and annual reports; and proxy materials. You will receive an email notification with a web link to shareholder materials if you have a position in an equity or mutual fund as of the record date for a particular shareholder distribution and the materials are made available electronically by the issuer or third party. If the issuer or third party does not make shareholder materials available electronically, you will instead receive the standard printed materials by postal mail. By providing your consent to receive electronic delivery of shareholder material, you also consent to electronic householding. This means that if you and someone else enroll in this paperless service using the same email address, we may send one email announcement to this email address if each account holds securities of the same issuer. This avoids duplicate mailings of shareholder documents. If you no longer want electronic householding of your shareholder materials, you must modify your Paperless Documents enrollment as described above. Your shareholder materials may include electronic proxies. You may elect to vote your proxy online at [proxyvote.com](http://proxyvote.com) by entering the control number included in your email announcement and the last four digits of your Social Security number or Taxpayer Identification Number as your PIN.

#### Addendum for Schwab Bank Paperless Statements ("eStatements")

Schwab Bank Paperless Documents categories include statements and account documents and tax forms. The above information regarding the purpose and effect of your consent, including how to request paper delivery, how to ask questions, how to withdraw consent for paperless delivery, electronic notification of ready statements, keeping a current email address, hardware and software requirements, and security and privacy information, are all applicable to Schwab Bank accounts. Paperless Documents include account statements and tax forms. In addition, account statements for your Investor Checking account(s), Investor Savings account(s), and Pledged Asset Line® account(s) provide important information about your accounts, including the account balance; the transactions conducted; other activity in your accounts; and other information, terms, and conditions governing your accounts.

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

Charles Schwab Bank, SSB and Charles Schwab & Co., Inc. are separate but affiliated companies and subsidiaries of The Charles Schwab Corporation. Brokerage products offered by Charles Schwab & Co., Inc. are not insured by the FDIC, are not deposits or obligations of Charles Schwab Bank, SSB and are subject to investment risk, including the possible loss of principal invested. Deposit and other lending products and services are offered by Charles Schwab Bank, SSB, Member FDIC and an Equal Housing Lender. Charles Schwab Bank, SSB is not acting or registered as a securities broker-dealer or investment advisor.

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