



Agreement and Affidavit for Non-Schwab Durable Power of Attorney

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

Use this form to apply a non-Schwab Power of Attorney to an existing Schwab account; it serves as an agreement between Schwab and the Agent designated in the non-Schwab Power of Attorney. In most cases, a separate set of documents is required for each Schwab account. However, if you have a Schwab One® brokerage account that is linked to a Schwab Bank High Yield Investor Checking® account and/or an associated Schwab Global Account™, you can use this form to apply a non-Schwab Power of Attorney to all the accounts.

For purposes of this Agreement and Affidavit for a non-Schwab Durable Power of Attorney, the terms "you," "your," "Agent," "Durable Power of Attorney," and "Attorney-in-Fact" refer to the person who signs this form as the Agent. The terms "we," "us," "our," and "Schwab" refer to Charles Schwab & Co., Inc. The terms "Account Holder" or "Principal" refer to the Principal as designated in the non-Schwab Durable Power of Attorney.

Important Information

For accounts with option trading authority:

- If the Agent wishes to maintain this authority, the non-Schwab Power of Attorney must permit this authority, and the Agent must complete a separate Add Options Trading and Margin to Your Account.

For Schwab Bank High Yield Investor Checking accounts:

- The Agent must be a U.S. citizen and a U.S. resident, and must also reside in the U.S. or one of its territories and provide a U.S. mailing address.

For Schwab Global Accounts:

- The Agent must be a U.S. citizen and U.S. resident, as well as have a U.S. mailing address. Agents must be individuals; they cannot be organizations.
- The Agent cannot be a director, 10% shareholder, or policy-making officer of a publicly traded company traded on a foreign exchange.
- The Agent cannot be affiliated with or employed by a stock exchange or member firm of an exchange or FINRA, or a municipal securities broker-dealer.
- The Agent will not be able to receive duplicate account statements and trade confirmations on the Schwab Global Account.
- The Agent information on your Schwab One brokerage account and your associated Schwab Global Account must be consistent at all times.

Please remember to:

- Read and complete all sections.
- Sign this form. The Agent must sign in both Part I and Part II; the signature in Part II must be notarized.
- Return the entire form along with a copy of the non-Schwab Power of Attorney signed by the Account Holder.
- Please review the Power of Attorney document to see if additional documents are required.

A Durable Power of Attorney is not permitted on:

- Joint tenant accounts unless all account holders agree to name the Agent.
- Trust accounts, Organization accounts, or any fiduciary accounts such as Guardianships, Conservatorships, or Estates.
- QRP accounts, Company Retirement Accounts, and i401(k) accounts.

Part I: Schwab Agent Agreement

1. Account Information

This non-Schwab Power of Attorney will apply to the brokerage or IRA account listed on this form. If applicable, please indicate below if you would like this agreement to apply to the Schwab Bank High Yield Investor Checking account or Schwab Global account linked to the Schwab brokerage account listed below.

- Schwab Brokerage or IRA Account Number _____
- Schwab Bank High Yield Investor Checking Account Number _____
- Schwab Global Account Number _____
- All existing eligible Accounts (Certain restrictions may apply)-
Provide either an account number or the Social Security number of the Principal: _____

Account Holder Name <i>First</i>	<i>Middle</i>	<i>Last</i>
Additional Account Holder Name <i>First</i>	<i>Middle</i>	<i>Last</i>

2. Agent Must Complete

As required by federal law, Schwab will use the information provided to verify the identity.

Name <i>First</i>	<i>Middle</i>	<i>Last</i>
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Social Security/Tax ID Number	Date of Birth (<i>mm/dd/yyyy</i>)	Are you known by another name? (<i>Please specify.</i>)
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Regulations require that you provide us with your legal address.

Home/Legal Street Address (*no P.O. boxes*)

City	State or Province	Zip or Postal Code
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Mailing Address (*Include mailing address if different from home/legal address. P.O. boxes may be used.*)

City	State or Province	Zip or Postal Code
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Telephone Number	Mobile Number	Work Number	Extension
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Email Address*	Mother's Maiden Name
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*By providing your email address, you consent to receiving email from Schwab. Information about opting out of certain email communications is provided at www.schwab.com/privacy.

Country(ies) of Citizenship (Must list each separated by a comma.)	Country of Legal Residence (Select only one.)
<input type="checkbox"/> USA <input type="checkbox"/> Other: _____	<input type="checkbox"/> USA <input type="checkbox"/> Other: _____

ID Number and Type (Please select only one box and provide the relevant information below.)

Passport Driver's License Gov't-Issued ID

Identification Number	Country or State of Issuance	Issue Date (<i>mm/dd/yyyy</i>)	Expiration Date (<i>mm/dd/yyyy</i>)
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Securities industry regulations require that we collect the following information.

Employment Information (Please select only one box.)

Employed Self-Employed Retired Homemaker Student Not Employed

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 (<i>specify</i>): _____
<input type="checkbox"/> Medical Professional	<input type="checkbox"/> Other Professional	<input type="checkbox"/> Sales/Marketing	_____
<input type="checkbox"/> Legal Professional	<input type="checkbox"/> Clerical/Administrative Services	<input type="checkbox"/> U.S. Government Employee (<i>Federal/State/Local</i>)	_____
<input type="checkbox"/> Accounting Professional	<input type="checkbox"/> Foreign Government Employee (<i>Non-U.S.</i>)	<input type="checkbox"/> Trade/Service (<i>Labor/Manufacturing/Production</i>)	_____

Employer Name/Business Name	Business Street Address (no P.O. boxes)		
City	State	Zip Code	
Marital Status			
<input type="checkbox"/> Single	<input type="checkbox"/> Married	<input type="checkbox"/> Divorced	<input type="checkbox"/> Widowed
			Number of Dependents _____
Investment Experience (Please select only one box.)			
<input type="checkbox"/> None	<input type="checkbox"/> Limited	<input type="checkbox"/> Good	<input type="checkbox"/> Extensive
Annual Income (Please select only one box.)			
<input type="checkbox"/> Under \$15,000	<input type="checkbox"/> \$15,000-\$24,999	<input type="checkbox"/> \$25,000-\$49,999	<input type="checkbox"/> \$50,000-\$99,999
<input type="checkbox"/> \$100,000 or more			
Liquid Net Worth			
<i>Your liquid net worth is the part of your net worth that can be easily turned into cash. Liquid net worth includes investments like stocks and mutual funds, but not assets like real estate.</i>			
Please select only one box.			
<input type="checkbox"/> Under \$25,000	<input type="checkbox"/> \$25,000-\$49,999	<input type="checkbox"/> \$50,000-\$99,999	<input type="checkbox"/> \$100,000-\$249,999
<input type="checkbox"/> \$250,000 or more			
\$ _____			
Specify dollar amount if \$250,000 or more			
What is your total net worth, excluding your primary residence, furnishings and personal items?			
\$ _____			
Specify dollar amount			
The Next Four Questions Are Required by Industry Regulations:			
Are you or an immediate family member associated 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 or your immediate family member's employer or affiliated broker-dealer approving the establishment of your account when submitting this application. List the company name _____ .)			
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 _____ .)			
Are you being compensated for providing investment advice on this account or any other account?			
<input type="checkbox"/> No <input type="checkbox"/> Yes			
Are you, or are you employed by, a federal or state Registered Investment Advisor?			
<input type="checkbox"/> No <input type="checkbox"/> Yes If "yes," please provide the following information:			

Firm Name or DBA			

Investment Adviser Registration Depository (IARD) or State Registration Number		Firm Tax Identification Number	
_____		_____	

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

Charles Schwab & Co., Inc. and Charles Schwab Bank, SSB 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, SSB. Member FDIC and an Equal Housing Lender.

3. Agent Must Sign

Please read and sign below.

By signing this application, you acknowledge that you have received and read a copy of the attached Schwab Agent Agreement, which contains a predispute arbitration provision. You acknowledge that your signature signifies and constitutes your agreement that your relationship with Schwab and the authority conferred on you, as Agent, by the Power of Attorney executed by the Account Holder will be governed by the Schwab Agent Agreement and all incorporated agreements and disclosures, including all applicable account agreements and pricing guides, each as amended from time to time, that apply to the account(s) listed in Section 1.

Note that Section 17 of the attached Schwab Agent agreement contains a predispute arbitration agreement.

Signature and Date Required

X _____
 Signature: Agent Today's Date (mm/dd/yyyy)

Print Name

Part II: Schwab Affidavit of Agent

Affidavit of Agent

Complete the section below in which the Affidavit is executed. Agent must sign and have his or her signature notarized.

State of _____

County of _____ : S.S.:

_____, being duly sworn, deposes and says:

(Name of Agent)

I am the person designated as the Agent for _____ (the "principal") by Power of Attorney
(Name of Principal/ Account Holder(s))

executed by him/her attached hereto.

A true and correct copy of the Power of Attorney is attached hereto, or has been previously submitted and accepted by Charles Schwab & Co., Inc. ("Schwab"), and is incorporated herein by this reference.

The principal executed the Power of Attorney while competent to do so and was not acting under duress or undue influence.

I do not have any knowledge of the termination of the Power of Attorney, whether by revocation, the principal's death, or otherwise; nor do I have any knowledge of any amendment or modification of the Power of Attorney.

If the Power of Attorney is not durable, then I do not have any knowledge of any incapacity of the principal that would render the Power of Attorney void.

I am presenting this affidavit and the Power of Attorney to Schwab to induce Schwab to permit me to undertake transactions authorized by the Power of Attorney on behalf of the principal.

I agree that I will notify Schwab of the principal's death, of any termination or revocation of the Power of Attorney, and/or modification of the Power of Attorney.

If the Power of Attorney is not durable, then I will notify Schwab of any incapacity of the principal that would render the Power of Attorney void.

X _____
 Signature: Agent Today's Date (mm/dd/yyyy)

Print Name

Notice to CA Residents: A notary public or other officer completing this certificate verifies only the identity of the individual(s) who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

Certificate of Acknowledgment of Notary Public*

State of _____, in the County of _____, On (mm/dd/yyyy),

the above-named individual(s) personally appeared before me and proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY that the foregoing paragraph is true and correct.

X

Signature: Notary

Today's Date (mm/dd/yyyy)

(NOTARY SEAL)

Print Notary Name

My Commission Expires (mm/dd/yyyy)

*If your state law permits, notaries may attach the appropriate notarizing declaration in lieu of this notarization.

4. Return Instructions

- **Upload** online with secure messaging (if you are an existing client and have online access to your account).
 1. Go to www.schwab.com and log in to your account.
 2. Click Message Center (under Service), and then click Upload Document.
- **Fax** to 1-888-526-7252.
- **Bring** to your nearest Schwab branch (visit www.schwab.com/branch for locations).
- **Mail** to any of the following addresses:

Regular Mail (West)

Charles Schwab & Co., Inc.
P.O. Box 982600
El Paso, TX 79998-2600

Regular Mail (East)

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

Overnight Mail (West)

Charles Schwab & Co., Inc.
1945 Northwestern Drive
El Paso, TX 79912

Overnight Mail (East)

Charles Schwab & Co., Inc.
1958 Summit Park Dr., Ste. 200
Orlando, FL 32810

Schwab Agent Agreement for Non-Schwab Power of Attorney for Charles Schwab Brokerage Accounts and Schwab Bank High Yield Investor Checking[®] Accounts

Client Copy – Sections 1–17 relate to the Client's brokerage or retirement account and, if applicable, the Client's Schwab Global Account™ and are part of the Account Agreement between each account holder and Schwab. If applicable, Section 18 relates to the Client's Schwab Bank High Yield Investor Checking account and is part of the Account Agreement between each High Yield Investor Checking account holder and Charles Schwab Bank, SSB. Please read carefully and retain for your files.

Agent ("Attorney-in-Fact") Terms and Conditions.

Section 1: Authorization to Make Transactions in the Client's Account.

Attorney-in-Fact agrees not to take any actions that exceed the authority granted by the Client to the Attorney-in-Fact in the attached Power of Attorney. The Attorney-in-Fact represents and warrants that (1) the Client is not deceased, and has not partially or completely revoked, terminated, or suspended the Power of Attorney; and (2) a petition to determine the incapacity of, or to appoint a guardian for, the Client is not pending. In addition, in the event that more than one attorney-in-fact has been appointed by the Client, Attorney-in-Fact represents and warrants that he or she is authorized to act severally or individually and that Schwab may follow any of the Attorney-in-Fact's instructions independent of all other attorneys-in-fact, including the delivery of assets to Attorney-in-Fact personally.

Section 2: Role of Charles Schwab & Co., Inc.

Unless required by applicable law, Schwab will not make or review trading or investment decisions or offer legal or tax advice and is not in any way responsible for reviewing, supervising or monitoring any investment decision or trading activity in a Client's Account. Client and Attorney-in-Fact are responsible for determining the nature, potential value and suitability for Client of any particular investment strategy, transaction (including futures transactions) or security (including equities and options); Attorney-in-Fact will not rely on Schwab for this purpose and, unless (1) required by applicable law, or (2) a Schwab representative gives advice directly to Attorney-in-Fact that is clearly identified as a Schwab recommendation for Attorney-in-Fact to enter into a particular transaction or to buy or sell a particular security, Schwab has no responsibility for any such determination.

Section 3: Trade Confirmations and Account Statements.

Unless directed otherwise, Schwab will not automatically send duplicate trade confirmations and account statements to the Attorney-in-Fact.

Section 4: Attorney-in-Fact's Relationship to Schwab.

Attorney-in-Fact hereby represents that he/she is familiar with and has reviewed the investment goals, guidelines and objectives of the Client, and will invest in a way that is consistent with the Client's stated goals and objectives. Attorney-in-Fact will not represent to Client that Schwab and Attorney-in-Fact are affiliated or have any relationship other than that described in this Agreement; that Schwab endorses or recommends the Attorney-in-Fact; that Schwab provides any advice other than that described in this Agreement; that Schwab participates in or reviews Attorney-in-Fact's trading decisions; or that Schwab manages, supervises or monitors trading in the Account.

Agent agrees to immediately notify Schwab of the Client's death or any termination or revocation of the Power of Attorney and/or modification of the Power of Attorney; Agent also agrees to notify Schwab of any incapacity, incompetence or mental disability of the Client that would render the Power of Attorney void.

Section 5: Compliance With Applicable Law.

Attorney-in-Fact will comply with all applicable state and federal securities laws, including the Investment Advisers Act of 1940 and comparable state laws, rules and regulations as they may be amended from time to time, including, without limitation, making such disclosure as may be required by applicable law, rule or regulation.

Section 6: Compliance With FINRA Rules.

Attorney-in-Fact represents and warrants that, unless Attorney-in-Fact has given Schwab written notice to the contrary, Attorney-in-Fact is not "associated" with a Financial Industry Regulatory Authority ("FINRA") member firm. Attorney-in-Fact agrees to give Schwab prompt and written notice if he/she later becomes so associated with any member firm in accordance with FINRA's Rules.

Section 7: Information.

Attorney-in-Fact will provide promptly any information reasonably requested by Schwab concerning the management of the Account or compliance with this Agreement. If questions arise concerning compliance with any law, whether federal or state, Attorney-in-Fact will

take any action believed by Schwab to be necessary to ensure compliance with applicable law. This provision shall not be read to imply that Schwab has any duty to supervise or monitor Attorney-in-Fact's management of Client's Accounts or compliance with applicable law. Agent represents and warrants that all information Agent provides to Schwab in this Agreement, or otherwise at any time, is true, accurate and complete. If any information Agent furnishes to Schwab becomes materially inaccurate, false, or otherwise misleading, Agent agrees to notify Schwab promptly and take such action as is necessary to revise such information.

Section 8: Verification.

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

Section 9: Monitoring of Conversations.

Attorney-in-Fact agrees that Schwab may, but is not obligated to, record telephone calls to monitor the quality of service Attorney-in-Fact or Client receives, to verify securities transaction information or for any other valid purpose. Attorney-in-Fact acknowledges that Schwab may not be able to locate a tape recording unless Schwab is provided the date and time of the conversation and the full name of the Schwab representative involved in the conversation. Attorney-in-Fact agrees that Schwab has the sole right to determine how long tape recordings will be retained.

Section 10: Sale and Control of Restricted Securities.

Before instructing Schwab to sell securities that are:

- "restricted securities" or securities of an issuer of which Attorney-in-Fact or the Client 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 701 or Rule 145 under such Act; or



- securities of which the Client or the Attorney-in-Fact and the issuer or its underwriter have entered into an agreement restricting the transferability of such securities;

Attorney-in-Fact 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 requests in order to comply with its regulatory duties.

Attorney-in-Fact agrees not to hold Schwab liable for delays in the sale or settlement of such securities or the release of proceeds from such sale resulting from the failure of the issuer's counsel to issue in a timely manner or to approve any necessary legal opinion or any other action or failure to act of any person or entity other than Schwab.

Attorney-in-Fact agrees not to tender any such securities as collateral for an obligation the Client owes Schwab, unless Attorney-in-Fact first obtains Schwab's prior written consent.

Section 11: Indemnification.

Attorney-in-Fact agrees to indemnify and hold harmless Schwab, its affiliates and their directors, officers, employees and agents from and against all claims, actions, judgments, settlement amounts, costs and liabilities, including attorneys' fees, arising out of or relating to:

- any breach by Attorney-in-Fact of any provision of this Agreement;
- the performance or non-performance of the Attorney-in-Fact's services; and
- any dispute involving Attorney-in-Fact and Client.

Section 12: Entire Agreement.

This Agreement contains all of the agreements, representations and understandings made between Attorney-in-Fact and Schwab. All modifications and amendments must be in writing and signed by Schwab. Schwab may amend the Agreement with advance notice to Agent.

Section 13: Assignment.

Schwab may assign its rights and obligations under this Agreement to any subsidiary, affiliate or successor by merger or consolidation without notice to the Attorney-in-Fact, or to any other entity after 30 days' written notice to Attorney-in-Fact. Attorney-in-Fact may not assign this Agreement without Schwab's prior written consent. This Agreement is binding upon and will inure to the benefit of each party's successors, heirs, legal representatives and permitted assigns.

Section 14: 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 provision hereof will not be taken or held to be a waiver of the provision itself.

Section 15: Governing Law.

The laws of the state of California (but not the choice of law doctrines), 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, except that the Arbitration Agreement shall be governed by the Federal Arbitration Act.

Agent ("Attorney-in-Fact") Agrees to Arbitration

Section 16: 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.

Section 17: 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.

Section 18: Terms and Conditions Specific to Charles Schwab Bank, SSB ("Schwab Bank") Account

Authorization to Initiate Transactions in the Client's High Yield Investor Checking Account. Attorney-in-Fact may give instructions and take actions with respect to the Account pursuant to this Agreement and the Power of Attorney. Client may revoke this Agreement at any time by giving written notice to Schwab Bank or Schwab.

Client will have concurrent full authority at all times to take actions in connection with the Account. Attorney-in-Fact agrees not to take any actions that exceed the authority granted by the Power of Attorney or any other agreement between Attorney-in-Fact and Client.

Role of Schwab Bank. Unless required by applicable law, Schwab Bank will not review transactions or offer legal or tax advice and is not in any way responsible for reviewing, supervising, or monitoring any transactions in Client's account.

Account Statements. Unless the Client makes a specific request, Schwab Bank will not send duplicate account statements to Attorney-in-Fact.

Attorney-in-Fact's Relationship to Schwab Bank. Attorney-in-Fact will not represent to Client that Schwab Bank and Attorney-in-Fact are affiliated or have any relationship other than that described in this Agreement; that Schwab Bank endorses or recommends Attorney-in-Fact; that Schwab Bank provides any advice other than that described in this Agreement; that Schwab Bank participates in or reviews Attorney-in-Fact's decisions; or that Schwab Bank manages, supervises, or monitors transactions in the Account.

Attorney-in-Fact agrees to immediately notify Schwab Bank of the Client's death or any termination or revocation of the Power of Attorney and/or modification of the Power of Attorney. Attorney-in-Fact also agrees to notify Schwab Bank of any incapacity, incompetence, or mental disability of the Client that would render the Power of Attorney void.

Compliance With Applicable Laws. Attorney-in-Fact will comply with all applicable state and federal laws, rules, and regulations as they may be amended from time to time, including,

without limitation, making such disclosure as may be required by applicable law, rule, or regulation.

Information. Attorney-in-Fact will provide promptly any information reasonably requested by Schwab Bank concerning the management of the Account or compliance with this Agreement. If questions arise concerning compliance with any law, whether federal or state, Attorney-in-Fact will take any action believed by Schwab Bank to be necessary to ensure compliance with applicable law. This provision shall not be read to imply that Schwab Bank has any duty to supervise or monitor Attorney-in-Fact's management of Client's accounts or compliance with applicable law.

Attorney-in-Fact represents and warrants that all information Attorney-in-Fact provides to Schwab Bank in this Agreement, or otherwise at any time, is true, accurate, and complete. If any information Attorney-in-Fact furnishes to Schwab Bank becomes materially inaccurate, false, or otherwise misleading, Attorney-in-Fact agrees to notify Schwab Bank promptly and to take such action as is necessary to revise such information.

Verification. Attorney-in-Fact authorizes Schwab Bank to inquire from any source, including a consumer reporting agency, as to Attorney-in-Fact's identity (as required by federal law), creditworthiness, and ongoing eligibility for the High Yield Investor Checking account at account opening, at any time throughout the life of the Account, and thereafter for debt collection or investigative purposes. Schwab Bank does not consider your marital status when processing your application.

Recording and Monitoring Telephone Calls. Schwab Bank may record or monitor telephone calls between Attorney-in-Fact and Schwab Bank. Schwab Bank need not remind Attorney-in-Fact of such recording or monitoring before each call unless required to do so by law.

Indemnification. Attorney-in-Fact agrees to indemnify and hold harmless Schwab Bank, its affiliates, and their directors, officers, employees, and agents from and against all claims, actions, judgments, settlement amounts, costs, and liabilities, including attorneys' fees, arising out of or relating to:

- any breach by Attorney-in-Fact of any provision of this Agreement,
- the performance or non-performance of Attorney-in-Fact's services, and
- any dispute involving Attorney-in-Fact and Client.

Entire Agreement. This Agreement and the Schwab Bank High Yield Investor Checking® Account Agreement contain all of the agreements, representations, and understandings made between Attorney-in-Fact



and Schwab Bank. All modifications and amendments must be in writing and signed by Schwab Bank. Schwab Bank may amend this Agreement with advance notice to Attorney-in-Fact.

Assignment. Schwab Bank may assign its rights and obligations under this Agreement to any subsidiary, affiliate, or successor by merger or consolidation without notice to the Attorney-in-Fact, or to any other entity after 30 days' written notice to Attorney-in-Fact.

Attorney-in-Fact may not assign this Agreement without Schwab Bank's prior written consent. This Agreement is binding upon and will inure to the benefit of each party's successors, heirs, legal representatives and permitted 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 provision hereof will not be taken or held to be a waiver of the provision itself.

Governing Law. The laws of the state of California (but not the choice of law doctrines), as applied to agreements signed and/or performed in California, shall apply to and bind the parties in any and all questions arising under this Section 18 of this Agreement, including questions of validity, interpretation, and performance.

Arbitration. With respect to its relationship with Charles Schwab Bank, SSB ("Schwab Bank"), Attorney-in-Fact agrees to the arbitration provision located in the Schwab Bank Deposit Account Agreement.

CLIENT COPY

