



# Stock Plan Services Schwab One® Account Application/Employee Stock Option Exercise and Equity Award Agreement

eac.schwab.com | 1-800-654-2593

For important disclosures about our relationship with you and the services we can provide, please visit [schwab.com/transparency](https://www.schwab.com/transparency).

- Non-U.S. residents must open a Schwab One International® account. Contact us for further instructions.
- Do not use this Application to open Corporate, Organization, Trust, Estate or Custodial accounts.

Please complete, sign and return this Application and Agreement to: Schwab Stock Plan Services, Charles Schwab & Co., Inc., P.O. Box 982602, El Paso, TX 79998-2602. Keep a copy for your records.

## 1. Establish Your Schwab One/Employee Stock Option Exercise and Equity Award Account

Complete all sections below. We respect your privacy. Charles Schwab & Co., Inc. ("Schwab") will use the information you provide to open and service your accounts, communicate with you and provide information about products and services. Read about Schwab's privacy policy at [schwab.com/privacy](https://www.schwab.com/privacy).

\_\_\_\_\_  
**Your Account Number** **Account Holder(s)**

**Title Your Account.** (Select only one; state laws vary.)

- Individual**
- Joint Tenants With Right of Survivorship**  
If one owner dies, his/her interest passes to the surviving owner(s).
- Tenants in Common**  
If one owner dies, his/her interest passes to his/her estate (assumed to be equal, unless otherwise noted).
- Community Property**  
For married couples in AZ, CA, ID, LA, NM, NV, TX, WA and WI only. Laws vary by state.

### Account Holder

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

\_\_\_\_\_  
**Name** *First* *Middle* *Last*

\_\_\_\_\_  
**Social Security/Tax ID Number** **Date of Birth** (*mm/dd/yyyy*) **Are you known by another name?** (*Please specify.*)

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**

**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**

\_\_\_\_\_  
**Telephone Number** **Mobile Number** **Work Number** **Extension**

\_\_\_\_\_  
**Email Address\*** **Mother's Maiden Name**



\*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](http://www.schwab.com/privacy).

**Country(ies) of Citizenship** (Must list each separated by a comma.)  USA  Other: \_\_\_\_\_ | **Country of Legal Residence** (Select only one.)  USA  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** (mm/dd/yyyy)      **Expiration Date** (mm/dd/yyyy)

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.)

Business Owner/Self-Employed  Financial Services/Banking Professional  Military  Consultant  
 Executive/Senior Management  Information Technology Professional  Educator  Other (specify): \_\_\_\_\_  
 Medical Professional  Other Professional  Sales/Marketing \_\_\_\_\_  
 Legal Professional  Clerical/Administrative Services  U.S. Government Employee (Federal/State/Local)  
 Accounting Professional  Foreign Government Employee (Non-U.S.)  Trade/Service (Labor/Manufacturing/Production)

\_\_\_\_\_  
**Employer Name/Business Name**      **Business Street Address** (no P.O. boxes)

\_\_\_\_\_  
**City**      **State**      **Zip Code**

**The Next Two 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?

No  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?

No  Yes (If "Yes," enter company name \_\_\_\_\_ and trading symbol \_\_\_\_\_.)

**Marital Status**

Single  Married  Divorced  Widowed      **Number of Dependents** \_\_\_\_\_

**Investment Experience** (Please select only one box.)

None  Limited  Good  Extensive

**Annual Income** (Please select only one box.)

Under \$15,000  \$15,000-\$24,999  \$25,000-\$49,999  \$50,000-\$99,999  \$100,000 or more

**Liquid Net Worth**

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.

Please select only one box.

Under \$25,000  \$25,000-\$49,999  \$50,000-\$99,999  \$100,000-\$249,999  \$250,000 or more

\$ \_\_\_\_\_

**Specify dollar amount if \$250,000 or more.**



**Additional Account Holder** (if applicable)

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

Name *First* \_\_\_\_\_ *Middle* \_\_\_\_\_ *Last* \_\_\_\_\_

Social Security/Tax ID Number \_\_\_\_\_ Date of Birth (mm/dd/yyyy) \_\_\_\_\_ Are you known by another name? (Please specify.) \_\_\_\_\_

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 \_\_\_\_\_

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 \_\_\_\_\_

Telephone Number \_\_\_\_\_ Mobile Number \_\_\_\_\_ Work Number \_\_\_\_\_ Extension \_\_\_\_\_

Email Address\* \_\_\_\_\_ Mother's Maiden Name \_\_\_\_\_

\*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](http://www.schwab.com/privacy).

Country(ies) of Citizenship (Must list each separated by a comma.) \_\_\_\_\_ Country of Legal Residence (Select only one.)  
 USA  Other: \_\_\_\_\_ |  USA  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 (mm/dd/yyyy) \_\_\_\_\_ Expiration Date (mm/dd/yyyy) \_\_\_\_\_

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.)

Business Owner/Self-Employed  Financial Services/Banking Professional  Military  Consultant  
 Executive/Senior Management  Information Technology Professional  Educator  Other (specify): \_\_\_\_\_  
 Medical Professional  Other Professional  Sales/Marketing \_\_\_\_\_  
 Legal Professional  Clerical/Administrative Services  U.S. Government Employee (Federal/State/Local)  
 Accounting Professional  Foreign Government Employee (Non-U.S.)  Trade/Service (Labor/Manufacturing/Production)

Employer Name/Business Name \_\_\_\_\_ Business Street Address (no P.O. boxes) \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

**The Next Two 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?

No  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?

No  Yes (If "Yes," enter company name \_\_\_\_\_ and trading symbol \_\_\_\_\_.)

**Marital Status**

Single  Married  Divorced  Widowed **Number of Dependents** \_\_\_\_\_

**Investment Experience** (Please select only one box.)

None  Limited  Good  Extensive

**Annual Income** (Please select only one box.)

Under \$15,000  \$15,000-\$24,999  \$25,000-\$49,999  \$50,000-\$99,999  \$100,000 or more

**Liquid Net Worth**

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.

Please select only one box.

Under \$25,000  \$25,000-\$49,999  \$50,000-\$99,999  \$100,000-\$249,999  \$250,000 or more

\$ \_\_\_\_\_

**Specify dollar amount if \$250,000 or more.**

**Trusted Contact Designation**

A Trusted Contact Person ("Trusted Contact")\* is a resource Schwab, and your advisor (if you have one), may contact on your behalf, if necessary, to attempt to address concerns regarding potential financial exploitation, or in communicating with you regarding issues related to your account(s). A Trusted Contact will not be able to view your account information, execute transactions in your account(s), or inquire about account activity, unless that person has that authority through another role on the account(s), such as a trustee or power of attorney. Providing Schwab with Trusted Contact information is voluntary. We encourage you to provide two Trusted Contacts in the event that one is not reachable in the future.

- Schwab suggests that your Trusted Contact(s) be someone other than your financial consultant or investment advisor.
- You may name up to two Trusted Contacts.
- The person(s) you name as Trusted Contact(s) will be the Trusted Contact(s) on all of your Schwab accounts, as provided for in your account agreement.
- For multiple-party accounts, each party can name separate Trusted Contacts.
- The Trusted Contact(s) must be at least 18 years old.

**Trusted Contact Information**

Trusted Contact information provided on this form will replace all Trusted Contact information currently on file.

**Trusted Contact Person 1**

If you have no changes to your existing Trusted Contact, please skip this section.

\_\_\_\_\_  
**Name** *First* *Middle* *Last* *Suffix*

**Relationship** (Please select only one.)

Spouse  Partner  Child  Parent  Sibling  Friend  Other

Please provide at least one method of contact for each Trusted Contact listed.

\_\_\_\_\_  
**Mailing Address** (no P.O. boxes) **City**

\_\_\_\_\_  
**State or Province** **Zip or Postal Code** **Country**

\_\_\_\_\_  
**Telephone Number** **Mobile Number** **Email Address**



**Trusted Contact Person 2**

If you have no changes to your existing Trusted Contact, please skip this section.

Name *First* *Middle* *Last* *Suffix*

**Relationship** (Please select only one.)

- Spouse     Partner     Child     Parent     Sibling     Friend     Other

Please provide at least one method of contact for each Trusted Contact listed.

Mailing Address (no P.O. boxes) City

State or Province Zip or Postal Code Country

Telephone Number Mobile Number Email Address

\*If you provide a Trusted Contact Person(s) to Schwab, you understand that you have authorized Schwab and your advisor (if you have one) to contact the Trusted Contact Person(s) at their discretion and to disclose information about your account to address possible activities that might indicate financial exploitation of you; to confirm the specifics of your current contact information, health status (including physical or mental capacity), or the identity of any legal guardian, executor, trustee, or holder of a power of attorney on your account(s); or as otherwise permitted by FINRA rules or state law. For more information, please see your Schwab Account Agreement, which is available at schwab.com/accountagreement.

**2. Overall Investment Objective of Account**

**Overall Investment Objective of Account** (Check all that apply.)

- Capital Preservation**  
You are seeking to minimize the potential of losing your initial investment.
- Income**  
You are seeking the continued receipt of current income while recognizing and accepting the risks of income-generating investments.
- Growth**  
You are seeking to increase the value of your investments over time while accepting price fluctuations and volatility.
- Speculation**  
You are willing to assume a higher risk of loss in exchange for potentially higher returns.

**3. Required Information About the Account**

**Source of Funds in Account** (Check all that apply.)

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

- Salary/Wages/Savings**
- Investment Capital Gains**
- Social Security Benefits**
- Gifts**
- Sale of Property or Business**
- Gambling/Lottery**
- Family/Relatives/Inheritance**
- Other (please specify):** \_\_\_\_\_

**Purpose of Account** (Check all that apply.)

- General Investing**
- Investing for Estate Planning**
- Investing for Tax Planning (e.g., municipal bonds, etc.)**
- Investing for College**
- Investing for Retirement**
- Investing of Pooled Assets (e.g., funds from individual investors that are aggregated for investing purposes)**
- Other (please specify):** \_\_\_\_\_



## 4. Brokerage Features

### Margin

A margin account allows you to borrow against your eligible securities. You can use a margin loan to purchase additional securities, to sell securities short, to obtain short-term financing or as a source of overdraft protection. To better understand the benefits and risks of margin, please refer to the attached Margin Disclosure Statement and the Schwab One Brokerage Account Application Agreement. To learn more about margin, we encourage you to use the educational materials available at [www.schwab.com/margin\\_education](http://www.schwab.com/margin_education). Margin is automatically added unless you check the box below.

**No, do not add margin.**

### Your Consent to Enroll in Schwab Cash Features Program

The Cash Features Program is a service that offers the Bank Sweep feature (a "Cash Feature") to permit your uninvested cash (the "Free Credit Balance") to earn income while you decide how those funds should be invested longer term.

You understand that additional information about the Cash Features Program and each Cash Feature is available in the Cash Features Disclosure Statement.

By signing this Application, you consent to having the Free Credit Balance in your brokerage account included in the Cash Features Program, as described in the Cash Features Disclosure Statement. The Bank Sweep 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 banks affiliated with Schwab ("Sweep Banks"). Your deposits at each Sweep Bank are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000 (including principal and accrued interest) when aggregated with all other deposits held by you in the same insurable capacity at that bank. Your funds may be placed in a Sweep Bank in excess of the FDIC insurance limit. In certain limited circumstances, Schwab may place your funds in a sweep money market fund. Please see the Cash Features Disclosure Statement for additional information.

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 your investment from one Cash Feature to another if you become ineligible for your current Cash Feature or your 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.

### Electronic Trade Confirmations ("eConfirms")

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

**No, at this time I do not want eConfirms.**

### Checks and Visa® Platinum Debit Cards

Please select one of the following options to access the cash in your account:

**Checks only**       **Checks and Visa debit card**       **Checks and two Visa debit cards\***

Upon receipt of your starter checks, you may contact a Schwab representative to order additional customized checks at no cost.

\*Second Visa debit card available for issuance only in additional account holder's name.

### Anticipated Activity

On average, how many times per month do you anticipate writing checks and/or making ATM withdrawals? (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**

## 5. Fund Your Account

- Check made payable to Charles Schwab & Co., Inc. enclosed for \$ \_\_\_\_\_ .**  
 **Transfer Your Account form enclosed.**



### 6. Employee Stock Option Exercise, Equity Award and Equity Award Center® Agreement

This is your agreement with Schwab regarding the use of Schwab's brokerage services to exercise your employee stock options and equity awards. It also contains important terms and conditions regarding your Equity Award Center account. The company name you enter below will be referred to as the "Issuing Company" throughout the remainder of this document. This includes your employer and any spun-off subsidiary, affiliate or future employer. **The Issuing Company that granted the options may also require you to complete (an) internal company form(s) before you can exercise your options. This Agreement is not a substitute for your company's internal form(s). Please contact your company's Stock Plan Administrator or Schwab Stock Plan Services at 1-800-654-2593 about your company's internal form requirements.**

Please supply the following information:

\_\_\_\_\_  
**Your Company's Name** (*issuing company*) **Employee ID**

Check the appropriate boxes:

- a)  I am  I am not an officer, director or 10% shareholder of the issuing company.
- b)  I have  I have not been notified by the issuing company that I am an "affiliate," as defined in Rule 144 under the Securities Act of 1933, as amended

I agree to be bound by the attached Employee Stock Option Exercise, Equity Award and Equity Award Center Agreement.

Has the issuing company terminated your employment or have you resigned?  Yes  No

Do you anticipate any change in your employment status within the next 30 business days?  Yes  No

If you answered "Yes" to either question, your company may immediately invalidate your options or allow you only a brief period within which you must exercise all your vested options. Please check with your Stock Plan Administrator and notify Schwab of the expiration date of your options.

### 7. Authorization to Open Account

By signing this Application, you acknowledge that you have received and read a copy of the attached Application Agreement, which contains a predispute arbitration provision. You acknowledge that your signature signifies and constitutes your agreement that this Account and your relationship with Schwab will be governed by the Application Agreement and all incorporated agreements and disclosures, including, but not limited to, the Schwab One® Account Agreement and the *Charles Schwab Pricing Guide*, each as amended from time to time (the "Agreement and Disclosures"). You understand there are fees associated with establishing, maintaining, engaging in

transactions and transferring assets out of this Account. Unless you have declined the margin feature, you acknowledge that securities securing loans from Schwab may be lent to Schwab and lent by Schwab to others. You also acknowledge that if you trade "on margin," you are borrowing money from Schwab and that you understand the requirements and risks associated with margin borrowing as summarized in the Margin Disclosure Statement included with this Application.

You also acknowledge that the securities products purchased or sold in a transaction with Schwab (i) are not insured by the FDIC

(ii) are not deposits or other obligations of Schwab and are not guaranteed by Schwab Bank; and (iii) are subject to investment risks, including possible loss of the principal invested.

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

**I certify, under penalties of perjury, that (1) the number shown on this Application is my correct Taxpayer Identification Number; and (2) I am not subject to backup withholding due to a failure to report interest and dividend income; and (3) I am a U.S. person (a U.S. citizen or U.S. resident alien); and (4) the FATCA code entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.**

- **If you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return, you must check the following box indicating that item (2) above does not apply:**

**If you are submitting this Application for an account you hold in the U.S., item (4) above does not apply.**

**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 in Section 14, page 2, of the Application Agreement.**

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

**X** \_\_\_\_\_ **Signature: Account Holder** **Print Name** **Today's Date (mm/dd/yyyy)**

**X** \_\_\_\_\_ **Signature: Additional Account Holder** **Print Name** **Today's Date (mm/dd/yyyy)**



# Stock Plan Services Schwab One® Account Application/ Employee Stock Option Exercise, Equity Award and Equity Award Center® Agreement

These terms relate to your Account and are part of the Account Agreement between each account holder and Schwab. Please retain for your files. These important terms and conditions ("Terms and Conditions") also apply to your Equity Award Center account ("Equity Award Center Account") with Charles Schwab & Co., Inc. ("Schwab") for activity related to your employee stock options or other equity compensation grants. These terms are in addition to the Schwab One Account Agreement and other agreements between you and Schwab. Terms and conditions specifically related to employee stock option plans ("Employee Stock Option Plans") are provided in Section A; terms and conditions related to employee stock purchase plans, restricted stock award/unit plans, and other equity compensation plans resulting in share positions are provided in Section B.

## A. Employee Stock Option Exercise, Equity Award and Equity Award Center Agreement

1. When signed by me and returned to Charles Schwab & Co., Inc. ("Schwab"), this form will be my standing authorization for Schwab to exercise stock options on my behalf and sell the shares underlying the options upon my instructions to Schwab. If there are conflicts between the terms in this authorization and the terms in the Schwab One Account Agreement, the terms of this authorization will control. I acknowledge that completion of this form, or any other Schwab form, does not complete my stock option exercise, and that I must call Charles Schwab Stock Plan Services at 1-800-654-2593 (or if I am calling from outside the U.S., I can call Schwab toll-free by simply going to [schwab.com/nonusdial](http://schwab.com/nonusdial) to receive international toll-free dialing instructions) and give verbal instructions, or I may sign on to [eac.schwab.com](http://eac.schwab.com) to exercise my options. I will receive from Schwab a confirmation and statement concerning all such transactions. Upon such instructions from me to Schwab, my instructions shall be irrevocable. I understand that Schwab may verify the availability of my stock options with the Issuing Company but is not obligated to do so. I understand that it is my sole responsibility to contact the Issuing Company on or before the expiration date to ensure that the exercise of the options has been effected.
2. I hereby authorize Schwab to make payment to the Issuing Company in an amount sufficient to pay for the exercise of stock options which I have directed Schwab to exercise on my behalf. I further authorize Schwab to apply the proceeds of the sale of shares acquired through the exercise of such options against amounts advanced by Schwab in payment of the exercise price of such options, and to further apply such proceeds against any tax withholding obligations incurred as a result of the transaction. I authorize Schwab, at its sole discretion, to communicate with the Issuing Company regarding the acquisition and disposition of the shares, including, without limitation, notification of the sale of stock acquired as the result of an exercise of a stock option and matters relating to income tax withholding. This means that Schwab may disclose to the Issuing Company information about my holdings and transactions in stock acquired through the exercise of stock options. Funds will be paid to the Issuing Company either prior to settlement of sale and receipt of shares or upon settlement of sale and receipt of shares, depending on the Issuing Company's requirements.
3. Many Issuing Companies require their employees and other participants to complete the Issuing Company's own Notice of Intent to Exercise form or other internal form, separate and apart from this Agreement and any other Schwab documents. I understand and agree that it is my sole responsibility to determine whether or not my company requires (an) internal form(s) and to complete and deliver the form(s) directly to the company in a timely manner and to comply with all other procedures established by the Issuing Company for the exercise of employee stock options. I UNDERSTAND THAT MY FAILURE TO TURN IN THE PROPER INTERNAL FORM(S), OR TO PROPERLY FOLLOW OTHER PROCEDURES ESTABLISHED BY THE ISSUING COMPANY, MAY RENDER MY STOCK OPTIONS WORTHLESS.
4. I understand and agree that it is my sole responsibility to inform Schwab of the correct expiration date of my options and to immediately notify Schwab of any event, such as resignation or termination from the Issuing Company, that may affect the expiration date. If I wish to initiate an exercise of my options within 30 days of their expiration, I agree to notify the Issuing Company's Stock Plan Administrator immediately to ensure that my options will be exercised.
5. I understand that if the exercised option(s) is a non-qualified option, tax withholding may be required by the Issuing Company. If so, a separate tax payment will be sent to the Issuing Company by Schwab, and the amount thereof will be deducted from my account.
6. If my account is a margin account, I authorize Schwab to extend credit to me in my margin account if the Issuing Company requires remittance of funds prior to settlement of sale and receipt of shares. I understand that this extension of credit by Schwab for an option exercise and payment of any required withholding for taxes and certificate issuance fees will result in a debit balance in my margin account that must be maintained in accordance with margin credit regulations promulgated by the Board of Governors of the Federal Reserve System. I agree that Schwab will charge interest on all credit extended to me. I further understand that Schwab will not require the immediate sale of the shares received from the exercise of my options, provided that my margin account contains enough collateral to support Schwab's extension of credit. If I choose to retain my shares, I authorize and direct Schwab to take delivery of the shares and to deposit the shares in my Schwab margin account.
7. I hereby represent that:
  - a. The options offered for the exercise were granted to me as compensation arising out of my status as an employee or contractor of the Issuing Company;
  - b. I have read and understood the Issuing Company's prospectus or other documents regarding the policies and procedures for the exercise of employee stock options. If I have any questions about these procedures, I will consult with the Issuing Company's Stock Plan Administrator;
  - c. I am aware that the exercise of the options and/or the subsequent sale of shares acquired thereby may involve adverse tax consequences. I acknowledge that neither Schwab nor its officers, employees or agents are authorized to give tax advice. I am relying solely on other sources for advice with respect to the tax effect of stock option transactions;
  - d. I understand that my eligibility to receive dividends on stock acquired through the exercise of stock options depends upon factors beyond Schwab's control, such as the Issuing Company's policy with respect to record dates for dividend purposes and the Issuing Company's promptness in registering stock in my name. I agree not to hold Schwab liable for dividends lost or owed as a result of the policies or actions of the Issuing Company;
  - e. In the event that the sale date of my stock is prior to its issuance date, I will be responsible for any dividends or stock





splits which may take effect in the period between the sale date and the issuance date;

f. I understand that Schwab will rely upon the above representations in conjunction with stock option exercise transactions, and that I may be held liable for any losses which result from any representations which prove to be inaccurate.

8. I am aware that various federal and state laws or regulations may be applicable to my transactions, including insider trading laws,

and I shall conduct these transactions in conformity with all applicable laws and regulations. In particular, I will not conduct any transactions in this account at any time during which I am in possession of any material nonpublic information concerning the Issuing Company or any securities of the Issuing Company.

9. If exercised option shares are sold prior to their delivery to Schwab, I agree to be liable for any losses that Schwab may incur as a result of a failure to receive the option shares in a timely manner. I further agree not to hold

Schwab liable for any losses, damages, costs or expenses, including legal fees, I incur as the result of my failure to timely complete or deliver any internal form(s) required by the Issuing Company or to follow any other procedures established by the Issuing Company with respect to the issuance and exercise of stock options.

10. Additional Terms for Equity Awards: An Equity Award Agreement is required in order to grant access to view and sell equity awards via Schwab Equity Award Center®.

**B. Supplemental Equity Award Center Terms and Conditions** (Employee Stock Purchase Plans, Restricted Stock Award/Unit Plans, and other Equity Compensation Plans resulting in share positions)

1. These terms and conditions represent your standing authorization for Schwab to hold shares of stock on your behalf within an Equity Award Center Account and sell, transfer, or otherwise transact upon the shares upon your instruction to Schwab. You will receive a confirmation and statement from Schwab concerning all such transactions. Upon Schwab's receipt of such instructions from you, your instructions shall be irrevocable. If there are conflicts between the terms in this authorization and the terms in the Schwab One® Account Agreement, the terms of this authorization will control. If there are conflicts between the fees or commissions negotiated by the Issuing Company for transactions in the securities of the Issuing Company and the fees or commissions in the *Charles Schwab Pricing Guide*, the fees negotiated by the Issuing Company will control.

2. You authorize Schwab, at its sole discretion, to communicate with the Issuing Company regarding the acquisition and disposition of the shares, including, without limitation, notification of the sale:

(a) of stock acquired through a purchase of the Issuing Company's Employee Stock Purchase Plan

(b) of stock acquired through a lapse of restrictions from a grant of Restricted Stock Awards and/or Units

(c) of stock acquired through any other equity compensation grant that results in shares of stock being deposited by the Issuing Company on your behalf to your Schwab Equity Award Center Account.

This means that Schwab may disclose to the Issuing Company information about your holdings and transactions in stock acquired from the Issuing Company and deposited in your Schwab Equity Award Center Account. You further authorize Schwab to enforce any restrictions on trading, transfer, or any other transaction as directed by the Issuing Company.

3. You acknowledge that any cash held within your Schwab Equity Award Center Account will not be invested and will not earn interest and can be used by Schwab in its business. You acknowledge that you may request a distribution of any cash balance via any method allowable by Schwab and that a fee for such distribution may be charged by Schwab. (There is no charge for distributing cash balances in the form of a check made out to you and delivered via first-class mail.)

4. You understand that if you elect to participate in the quick-sell program (if applicable), you authorize Schwab to sell shares on your behalf along with shares from other participants who participate in the program. Schwab will sell shares for all participants in the quick-sell program by placing orders on the open market as soon as administratively feasible. The sale price obtained by Schwab will be dictated by the market when the order or orders are executed. All sale orders executed pursuant to the quick-sell program will be combined so that all participants will receive the same weighted-average sale price as calculated by Schwab.

5. You authorize Schwab to inquire from any source, including your Issuing Company, your employer, or 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.



# Schwab One<sup>®</sup> Brokerage Account Application Agreement

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

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

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

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

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

its terms.

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

**Section 4: Account Handling.** Schwab will automatically hold all of your securities purchased, sales proceeds, dividends and interest. Schwab will also release your name, address and securities positions to companies in which we hold securities for your Account upon request, unless you notify us otherwise in writing. If you maintain more than one account at Schwab, you authorize Schwab to transfer assets between your accounts when no written authorization is requested.

**Section 5: Responsibility for Investment Decisions.** You agree that you and any agent under a power of attorney or Investment Advisor (if you have one) are solely responsible for investment decisions in your Account, including whether to buy or sell a particular security. Unless required by law, or unless Schwab provides advice to you that is clearly identified as an individualized recommendation for you, you understand that Schwab has no obligation to determine whether a particular transaction, strategy, or purchase or sale of a security is 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.

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

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

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

**Section 8: Liquidations.** Whenever it is necessary for our protection or to satisfy a margin deficiency, debit or other obligation owed us, we may (but are not required to) sell, assign and deliver all or any part of the



property securing your obligations, or close any or all transactions in your Account. We may choose which property to buy or sell, which transactions to close and the sequence and timing of liquidation. We may take such actions on whatever exchange or market and in whatever manner (including public auction or private sale) that we choose in the exercise of our business judgment. You agree not to hold us liable for the choice of which property to buy or sell or of which transactions to close or for timing or manner of liquidation or any tax consequences from such actions.

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

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

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

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

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

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

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

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

**Section 13: Verification.** You authorize Schwab to inquire from any source, including a consumer reporting agency, as to your identity (as required by federal law), creditworthiness and ongoing eligibility for the Account of the Account Holders, any other person referred to on this Application, or any person who Schwab is later notified is associated with or has an interest in the Account (as well as such persons' spouses if they live in a community-property jurisdiction) at account opening, at any time throughout the life of the Account, and thereafter for debt collection or investigative purposes.

**Section 14: Required Arbitration Disclosures.** Regulatory authorities require that any brokerage agreement containing a predispute arbitration agreement must disclose that this agreement contains a predispute arbitration clause. This Agreement contains a predispute arbitration clause. By signing an arbitration agreement, the parties agree as follows:

- All parties to this Agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.
- Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
- The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.

- The arbitrators do not have to explain the reason(s) for their award 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 15: Arbitration Agreement.** Any controversy or claim arising out of or relating to (i) this Agreement, any other agreement with Schwab, an instruction or authorization provided to Schwab or the breach of any such agreements, instructions, or authorizations; (ii) the Account, any other Schwab account or Services; (iii) transactions in the Account or any other Schwab account; (iv) or in any way arising from the relationship with Schwab, its parent, subsidiaries, affiliates, officers, directors, employees, agents or service providers ("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 16: Electronic Copies.** The electronically stored copy of your (or your agent's) signature, any written instructions or authorizations, the Account Application and the Agreement and Disclosures are considered to be the true, complete, valid, authentic and enforceable record, admissible in judicial, administrative or arbitration proceedings to the same extent as if the documents and records were originally generated and maintained in printed form. You agree to not contest the admissibility or enforceability of Schwab's electronically stored copy of such documents in any proceeding between you and Schwab.

**Section 17: Float.** You agree that Schwab will retain as compensation for services your Account's proportionate share of any interest earned on aggregate cash balances held in Schwab's bank account with respect to (1) assets awaiting investment or (2) assets

pending distribution from your Account. Such interest retained by Schwab shall generally be at money market rates. Schwab's receipt of such compensation is further described in the Agreements and Disclosures.

**Section 18: Unclaimed Property.** If no activity occurs in the Account within the time period specified by applicable state law, the Account may be transferred to the appropriate state.

**Section 19: Information About SIPC.** To obtain information about Securities Investor Protection Corporation (SIPC), including an explanatory SIPC brochure, please contact SIPC at [sipc.org](http://sipc.org) or 1-202-371-8300.

**Section 20: 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.



# Margin Disclosure Statement

[www.schwab.com](http://www.schwab.com) | 1-800-435-4000 (inside the U.S.) [international.schwab.com](http://international.schwab.com) | +1-415-667-8400 (outside the U.S.)

- This is important information regarding margin borrowing, if you have requested the margin feature on your brokerage account.
- Please retain this document for your files.
- When using margin, please keep these important rules and conditions in mind.
- A complete list of terms and conditions pertaining to margin trading and short selling, including credit terms and policies, can be found in the Account Agreement. The Account Agreement will be provided to you after account opening or you can access it at any time on our website or by calling us. Please read this important document before opening a margin account.
- For questions regarding margin borrowing, please contact us at the numbers listed above. For clients of independent investment advisors, please call your advisor directly or call Schwab Alliance at 1-800-515-2157.

When considering a margin loan, you should determine how the use of margin fits your own investment philosophy. It is important that you fully understand the risks, rules, and requirements involved in trading securities on margin.

The following paragraphs highlight some of the critical aspects of margin trading:

## Margin trading increases your level of market risk.

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

## Your downside is not limited to the collateral value in your margin account.

When you buy securities on margin, you are borrowing money from Schwab for part of your transactions. Securities and other assets in your Schwab account(s) are pledged as collateral to secure this loan. These margin transactions are riskier and involve the possibility of greater loss than transactions where you are not borrowing money. If the securities in your account decline in value, so does the value of the collateral supporting your loan. When the value of the collateral falls below the maintenance margin requirements, or Schwab's higher "house" requirements, Schwab can move to protect its position. In order to cover margin deficiencies, Schwab may issue you a margin call—a request for additional cash—or sell securities from your account. If a sale does not cover the deficiency, you will be responsible for any shortfall.

## Schwab may initiate the sale of any securities in your account, without contacting you, to meet a margin call.

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

Schwab's "house" initial and maintenance margin requirements may exceed those established by the Federal Reserve Board and/or the Financial Industry Regulatory Authority, Inc. Please call Schwab for current margin requirements.

Schwab retains the right to change its initial margin requirements at any time and without prior notice. We may also impose anytime and without prior notice more stringent requirements on positions that in our sole

discretion involve higher levels of risk; for example, higher limits may apply for thinly traded, speculative or volatile securities, or concentrated positions of securities.

## Schwab may increase its "house" maintenance margin requirements at any time and is not required to provide you with advance written notice.

Changes in Schwab's policy regarding "house" maintenance margin requirements often take effect immediately and can result in the issuance of a maintenance margin call. Your failure to satisfy the call may cause Schwab to liquidate or sell securities in your account.

Schwab retains absolute discretion to determine whether, when and in what amounts we will require additional collateral. For example, we can require additional collateral if an account contains only one security or a large concentration of one or more securities; or low-priced, thinly traded or volatile securities; or if some of your collateral is or becomes restricted or non-negotiable or non-marginable. We may also consider market conditions, your financial resources, or other factors deemed by us to be relevant given the circumstances at the time.

## You are not entitled to an extension of time on a margin call.

While an extension of time to meet margin requirements might be available to customers under certain conditions, a customer does not have a right to the extension.

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

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

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



# 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**

