

Schwab Intelligent Portfolios[®]

Advisory Agreement

This advisory agreement (“Agreement”) is between Charles Schwab & Co., Inc. (“Schwab”) and each person named as an Account Holder on the Schwab Intelligent Portfolios Application for the Schwab Intelligent Portfolios program (the “SIP Program” or the “Program”). The information I provided when signing up for the Program is the “Application.” Each Account Holder is referred to herein as “I” or “me.” This Agreement is effective only when Schwab accepts and approves it. “Account” has the same meaning as defined in the Schwab Intelligent Portfolios Brokerage Account Agreement, which I understand I must sign as a condition to participate in the Program.

The Program

The Program, sponsored by Schwab, offers me investment strategies that consist of diversified portfolios of ETFs and cash investment allocation in a single account that is managed on a discretionary basis. Schwab provides administration and related services for the Program, acts as the qualified custodian, and also provides trade execution and related services for my Program Account. Charles Schwab Investment Advisory, Inc. (“CSIA”) will provide portfolio management services for my Account on a discretionary basis consistent with my chosen investment strategy. CSIA and Schwab are affiliates.

Electronic Services. During the online Application process, I agreed that records and disclosures for the Program will be delivered, and agreements will be signed, electronically, and I understand that this is a requirement both now and in the future. As disclosed to me, this includes the ADV disclosure brochures, supplements, and other documents relating to my Account. It is my obligation to maintain an accurate and up-to-date email address with Schwab and to ensure that I have the ability to read, download, print, and retain documents I receive from Schwab. I understand that if I am unable or unwilling to accept electronic delivery, my enrollment in the Program and my Account may be terminated. **If my Account is terminated, my account will be unenrolled from the SIP Program.**

The Program is offered only online through an interactive website and mobile application. I understand that I am expected to communicate with Schwab primarily via electronic channels (i.e., email, chat, website or mobile application), Schwab branches and via telephone. Any telephone conversations I have with Schwab may be tape-recorded in order to verify data regarding me or my transactions.

The Program may include periodic emails on topics relevant to the Program such as Market Commentary and Performance. If I do not wish to continue receiving a certain category of Program Email, I may opt out of future emails of that type by following the instructions included in the email. Doing so will not affect any other types of communications I may receive.

Investment Strategies. Through the Program website or mobile application, I will answer a series of questions to determine my investment

risk profile. Based on my investment profile, Schwab will present an investment strategy recommended to clients who provide responses similar to mine. I can select that investment strategy for my Account or select another investment strategy if I so choose and at my own risk. I also can change my investment strategy in the future if there has been a change to my financial situation, investment goals, or ability to tolerate risk, or for any other reason. To do so, I will need to complete a new investment profile.

Role of CSIA. Schwab has retained its affiliate, CSIA, to provide portfolio management services for accounts in the Program. CSIA will manage the investments in my Account on a discretionary basis based on my chosen investment strategy. CSIA will make the trades in my Account, and I will not be able to place trades in my Account.

CSIA will manage the target asset allocation of my chosen investment strategy and select the exchange-traded funds (“ETFs”) to be purchased in my Account. My Account assets will consist only of ETFs, as well as an FDIC-insured cash allocation (the “Cash Allocation”). CSIA will determine the allocation among the eligible ETFs, replace ETFs, and direct changes to ETF portfolio allocations in accordance with written parameters established by Schwab. Schwab may at any time revise ETF selection parameters, direct CSIA to add additional investment strategies to the Program, or change existing investment strategies, all without prior notice to me.

I understand and agree that CSIA will have investment discretion and trading authority over my Account but no disbursement authority. To be managed by CSIA, my Account must be funded and must meet and maintain the minimum asset level requirement.

CSIA will not manage my Account until Schwab accepts my Account for the Program. Schwab may decline to accept my Account.

Role of Schwab. In addition to providing administration and related services for the Program, Schwab will act as the qualified custodian for my Account and provide trade execution, research, and related services. Schwab and CSIA are affiliated with each other.

I authorize CSIA to use Schwab to execute all brokerage transactions for my Account as agent. CSIA’s authority includes the authority to give instructions for transactions in securities and financial instruments. The authorities I grant above will also apply to any agent CSIA authorizes to act on its behalf in implementing trades for my Account.

I understand that because Schwab, CSIA, and Charles Schwab Bank (“Schwab Bank”) are affiliates, and because the affiliates earn revenue directly or indirectly from the Program, this results in a number of conflicts of interest as more fully described below and in the Schwab Intelligent Portfolios Disclosure Brochure (“Brochure”) and the CSIA Schwab Intelligent Portfolios Disclosure Brochure (collectively, the “SIP Brochures”). The Brochure also contains more information about the Program and the roles and responsibilities of Schwab and CSIA.

Fees. The Program includes the following services: (i) Schwab's Program administration services, trade execution, custody and related services and (ii) CSIA's portfolio management services. I will not be charged a Program fee for these services. However, the Program is not free of charge. Clients pay the operating expenses (known as "OERs") of the ETFs used in the portfolios, including Schwab ETFs™ which affects the performance of Program accounts. Account performance is also affected by the Cash Allocation and the Schwab Intelligent Portfolios® Sweep Program ("Sweep Program"). Schwab and its affiliates earn compensation from certain ETFs used in the portfolios and from the Cash Allocation and Sweep Program. I understand that this is a conflict of interest, as described in the Brochure, especially the sections covering "Schwab Intelligent Portfolios Sweep Program," "Benefits to Schwab Affiliates," and "Conflicts of Interest and How They Are Addressed." Additional information regarding the SIP Program, including Program fees, compensation to Schwab and its affiliates, the Sweep Program, and conflicts of interest are found in the SIP Brochures.

In programs similar to the SIP Program, I might expect to pay an annual fee of 0.30% of my account assets to reflect the value and cost of these services. While I will not be charged a Program fee for services, due to retirement accounts in the Program and to comply with laws relating to retirement accounts, Schwab will make a nominal calculation that fully offsets in the amount of 0.30% the compensation that it or its affiliates receive from ETF transactions in my Account. This includes advisory fees for managing Schwab ETFs and fees earned for providing services to third-party ETFs participating in the Schwab ETF OneSource™ program, if CSIA selects them to include in my Account. If this affiliate compensation ever exceeds 0.30% of my Account assets, Schwab will refund the additional amount to my Account or use it to pay Account administrative expenses. The result is that I will not pay an annual Program fee.

Although I will not pay a Program management fee, I understand that Schwab affiliates do earn revenue from the underlying assets in my Account. In addition to the indirect compensation described above, this revenue comes from: (i) revenue earned by Schwab Bank on the Cash Allocation in my investment strategy, and (ii) remuneration Schwab may receive from the market centers where it routes my ETF trade orders for execution. These sources of revenue create certain conflicts of interest which are further detailed in the disclosure brochures for the SIP Program.

I understand that if I use cash from the sale of mutual funds, ETFs, or other investments to fund my account, or I contribute securities to fund my Account that are later sold, I may have tax consequences or pay sales charges or redemption fees.

Investment Minimums, Cash Allocations, and Withdrawals. The initial Account minimum is \$5,000. Schwab, as my agent, will establish depository accounts at Charles Schwab Bank in the Sweep Program, which provides access to the Schwab Bank Savings Sweep feature—a brokerage service that will automatically make deposits and withdrawals in cash to and from my Account. By enrolling in the Program, I consent to having the free credit balances in my brokerage accounts swept to deposit accounts at Schwab Bank through the Sweep Program. The Sweep Program is more fully described in the Brochure and separate Schwab Intelligent Portfolios Sweep Program Disclosure Statement ("Disclosure Statement"), which I received at the opening of my Account.

The Sweep Program is a required feature of the Program. If the deposit account balances exceed the Cash Allocation for the selected investment strategy, the excess over the rebalancing parameter will be used to purchase securities as part of rebalancing. If I request cash withdrawals from my Account, this likely will require the sale of ETF shares in my Account to bring the Cash Allocation in line with the allocation for my chosen investment strategy. If I have a taxable account, the sale may generate capital gains (or losses) for tax purposes.

The portion of my Account assets that will be "swept" into and held in the depository accounts for the Cash Allocation will depend on the

investment strategy I select, which is based on my risk tolerance and time horizon indicated in my investment profile. My subsequent contributions, as well as dividends and capital gains from the ETFs in my Account, will also be "swept" into and held in the depository accounts until the cumulative amount held in the depository accounts triggers investment of funds according to the rebalancing guidelines for the Program.

I grant Schwab the authority to change the Cash Allocation from the Sweep Program to another cash savings or investment product or vehicle offered by Schwab, an affiliate, or a third party.

Neither Schwab nor CSIA will have disbursement authority on my Account. I may only withdraw assets from my Account by completing a Withdrawal Form online.

Change to Financial Circumstances or Investment Objectives. If a material change occurs to my goals, financial circumstances, or investment objectives, or I wish to impose or modify reasonable restrictions on the management of my Account, it is my responsibility to promptly update my information on the Program website or mobile application. I understand that my portfolio selection will not be updated unless I update my investment profile. A Schwab representative will be available by telephone or web chat to respond to my questions. Schwab will periodically send me a reminder to update my information on file with Schwab if there has been a material change to my financial circumstances or investment objectives, or if I want to impose or modify investment restrictions on my Account.

Issuer Communication and Related Actions. I understand and agree that CSIA will be sent certain issuer and issuer-related communications (proxies, tender offers, proposed mergers, rights offerings, exchange offers and warrants, among other things) that may require a voting decision or other action regarding investments held in my Account (collectively, "Issuer Communications"). CSIA will, only for those voting Issuer Communications sent to CSIA, (i) be requested to vote proxy ballots; (ii) be requested to provide instructions regarding corporate reorganizations and other corporate actions; and (iii) be sent certain prospectuses and annual reports and other communications. In these cases, I will be authorizing CSIA to make all voting decisions and take all actions on my behalf. I will not be sent informational copies of these communications. Certain other issuer and issuer-related communications regarding investments held in my Account may still be sent to me. I agree that I will be responsible for providing Schwab any applicable instructions or directions on those items. I can receive all Issuer Communications and retain proxy voting authority by submitting the Issuer Communications and Release of Information Form.

Appropriateness of My Enrollment in the Program and Choice of Investment Strategies. I understand that an online process is generally used to enroll in the Program. The online process seeks to determine whether the Program is appropriate for me and, if so, to select an investment strategy, but the process may not elicit the same information from me as a face-to-face interview would. I understand that in the online enrollment process, I must complete the investment profile without the guidance of Schwab representatives and that I am responsible for the answers, which determine which investment strategy will be presented to me based on the investment profile. Accordingly, if the online process is used to enroll, I should carefully consider whether my participation in the Program, and whether any investment strategy I choose, is appropriate for my investment needs and goals prior to enrollment. I understand that I can change my investment strategy at any time by going online and completing a new web or mobile-based investment profile.

I acknowledge that any assistance I may receive from a Schwab representative is for educational purposes only. I also acknowledge that I am solely responsible for enrolling in the Program and choosing my investing strategy and that Schwab and CSIA are not responsible for my decisions.

Schwab and CSIA make no representation or warranty about how my Account will perform with the Program.

Tax-Loss Harvesting. Subject to meeting minimum balance requirements, I may direct CSIA to employ a tax-loss harvesting strategy in managing my taxable account. This means that, once the tax-loss harvesting threshold is met, CSIA will sell ETFs in my Account at a loss to offset potential capital gains, although the type and amount of capital gains will not be monitored by CSIA for this purpose. If I choose to have tax-loss harvesting for my or my spouse's account, CSIA will use portfolio management software to sell one or more ETFs in my Account and replace the ETFs with other ETFs that CSIA reasonably believes are not substantially similar based upon different ETF indexes used by each ETF. The performance of the new ETFs may be better or worse than the performance of the ETFs that are sold for tax-loss harvesting purposes. The utilization of losses harvested through my chosen strategy will depend upon the recognition of capital gains in the same or a future tax period, and in addition may be subject to limitation. Losses harvested through the strategy that are not utilized in the tax period when recognized generally may be carried forward to offset future capital gains, if any.

I understand that I should consult with my professional tax advisors or check the Internal Revenue Service ("IRS") website at www.irs.gov about the consequences of tax-loss harvesting in light of my particular circumstances and its impact on my tax return. Neither the tax-loss harvesting strategy for the Program, nor any discussion herein, is intended as tax advice, and neither Schwab nor CSIA represents that any particular tax consequences will be obtained.

I understand that CSIA will only monitor for tax-loss harvesting for accounts within the Program. I am responsible for monitoring my and my spouse's non-Program accounts (at Schwab or with another firm) to ensure that transactions in the same ETF or a substantially similar security do not create a "wash sale." A wash sale is the sale at a loss and purchase of the same ETF or substantially similar security within 30 days of each other. If a wash-sale transaction occurs, the IRS may disallow or defer the loss for current tax reporting purposes. More specifically, the wash-sale period for any sale at a loss consists of 61 days: the day of the sale, the 30 days before the sale, and the 30 days after the sale. (These are calendar days, not trading days.) The wash-sale rule postpones losses on a sale if replacement shares are bought around the same time.

The effectiveness of the tax-loss harvesting strategy to reduce my tax liability will depend on my entire tax and investment profile, including purchases and dispositions in my (or my spouse's) non-Program accounts and type of investments (e.g., taxable or non-taxable) or holding period (e.g., short-term or long-term). I understand that there is no guarantee that the tax-loss harvesting strategy will reduce, defer, or eliminate the tax liability generated by my investment portfolio in any given tax year. Except as set forth below, CSIA will monitor only my (or my spouse's) Accounts to determine if there are unrealized losses for purposes of determining whether to harvest such losses. Transactions outside the Program may affect whether a loss is successfully harvested and, if so, whether that loss is useable by me in the most efficient manner. If I choose to have tax-loss harvesting for my taxable Account, CSIA will seek to avoid the wash-sale disallowance rule in any other Program account with my Social Security number as the primary account holder. I may also request that CSIA monitor my spouse's accounts or their IRAs in the Program to avoid the wash-sale disallowance rule. I may request spousal monitoring online or via the mobile application. If CSIA is monitoring multiple accounts to avoid the wash-sale disallowance rule, the first taxable account to trade an ETF will block the other account(s) from trading in that same ETF for 30 days.

Rebalancing. I acknowledge that CSIA will use portfolio management software to rebalance my Program account periodically by buying and selling ETF shares and depositing or withdrawing funds through the Sweep Program considering the asset allocation for my chosen investment strategy. CSIA will use this software to rebalance accounts if the allocation of the ETFs in my account deviates by more than an amount

specified in Schwab's parameters from the recommended asset allocation due to changes in the ETFs' values.

My Account will be automatically rebalanced, even if the account value drops below the initial \$5,000. My Account will be rebalanced if I change my investment profile or when I seek to impose or modify restrictions on the management of my Account. Accounts below \$5,000 may deviate from Schwab's rebalancing parameters as well as the target allocation of my selected investment profile. Rebalancing my Account when it is below \$5,000 may mean that my Account cannot hold ETF shares in selected asset classes because my Account is unable to buy or sell at least one share of an ETF. For example, my withdrawal request may require entire asset classes in my Account to be liquidated to generate and disburse the requested cash.

I understand if I fund my Account with certain eligible securities, any securities may be liquidated at my risk and expense and without taking into account the realization of a taxable gain or a loss that may result. Neither CSIA nor Schwab will have responsibility for the performance of those securities pending their liquidation.

No Tax Advice. I agree that Schwab (or any affiliate) has not provided, and does not and will not provide, any tax advice. I acknowledge that I, and not Schwab, am responsible for any tax implications and/or tax obligations resulting from my decision to enroll in the Program, from my choice of investment strategies and from my choice as to whether or not to request that CSIA employ a tax-loss harvesting strategy in managing my Account. I further acknowledge that I have had the opportunity to, and should in the future, consult with my own professional tax counselor with respect to tax matters.

Investment Restrictions. I understand that I may elect a limited number of investment restrictions on the management of my account, which I can request in the online enrollment process and periodically thereafter. If I elect to impose investment restrictions, I understand that I will be notified if those restrictions would prevent effective management of my account.

Ineligible Securities. I agree not to deposit into my Account securities that are: (i) "restricted securities" or securities of an issuer of which I am an "affiliate" (as those terms are defined in Rule 144 under the Securities Act of 1933, as amended ["Securities Act"]); (ii) securities that are being sold in reliance on Rule 701 and/or Rule 145(d) under the Securities Act; (iii) securities of an issuer as to which I and the issuer or its underwriter have entered into an agreement restricting their transferability; (iv) Non-Standard Assets, which include, but are not limited to, non-publicly traded limited partnership interests, foreign securities and non-marketable securities; or (v) individual bonds or notes.

Affiliated ETFs. CSIA may invest in shares of ETFs that are distributed, marketed, underwritten and/or managed by Schwab or certain of its affiliated companies ("Affiliated ETFs"). CSIA has a conflict in selecting ETFs, because Schwab ETFs™ pay compensation to CSIM, and ETFs in ETF OneSource pay compensation to Schwab, but other ETFs that are eligible for the investment strategies do not. These conflicts of interest are set forth more fully in the Brochure, which I acknowledge I have read and understood.

Aggregation of Trades. I acknowledge and agree that CSIA may, but will be under no obligation to, aggregate purchase or sale orders for my Account with purchase or sale orders in a particular security for other accounts in the Program.

General Terms

Amendment. Schwab may, in its sole discretion and at any time, modify or amend this Agreement upon prior or concurrent written notice to me. Once I am sent such notice, I may terminate my Agreement. Termination of this Agreement will not affect my obligations arising before such termination is effective. Termination of this Agreement will automatically terminate my Schwab Intelligent Portfolios® Brokerage Account Agreement ("Brokerage Account Agreement") and unenroll my account from the Program.

Any amendment to this Agreement will be effective on the date Schwab specifies and/or as otherwise required by law. If I do not terminate this Agreement prior to the effective date of an amendment, I will be deemed to have agreed to such amendment. Immediately upon termination of this Agreement, my eligibility to receive the services and benefits under this Agreement will cease.

Termination by Me. Each of the authorizations I have granted in this Agreement will remain effective until I have revoked or terminated any of them, or the authorized entity or person (including, but not limited to, Schwab and CSIA) resigns as my authorized agent. I may revoke or terminate all authorizations or designations conferred herein at any time upon at least two (2) business days' notice by fully completing and submitting the Schwab Intelligent Portfolios® Account Unenrollment Form ("Account Unenrollment Form"). Any revocation or termination will not affect my obligations resulting from transactions initiated prior to the effective time of the termination.

If I terminate this Agreement or a brokerage account related to my Account, I understand that I must instruct Schwab in the Account Unenrollment Form. I understand that the following may occur: (i) my account will be unenrolled from the Program and the assets will no longer be managed through the Program; and (ii) my enrollment in the Sweep Program will terminate. I understand that liquidating account assets and processing disbursements related to unenrollment requests may take up to five (5) business days. Upon unenrollment by either me or Schwab, Schwab will no longer manage my Account.

If I have any questions about the terms and conditions of the Program, I agree to consult with a Schwab representative via web, email or by phone.

Termination by Schwab. I may be terminated from the Program by Schwab with withdrawing assets from my Account that brings my Account balance below the minimum, for failure to maintain a valid email address, for requesting paper records such as trade confirmations or statements, or any other reason, in Schwab's sole discretion. Examples of reasons that may result in my termination from the Program include: (i) failure to maintain a valid email address with Schwab for electronic delivery of documents; or (ii) requesting paper versions of documents. Depending on the reason for the termination, I may have the opportunity to make a change to resolve the reason for the termination. If I am unable to remedy the reason for my termination, my account will be unenrolled from the SIP Program and the assets in the account will no longer be managed through the SIP Program, and my enrollment in the Sweep Program will terminate.

Any revocation or termination by Schwab will not affect my obligations resulting from transactions initiated prior to the effective time of the termination. Termination of this Agreement will close my Account and terminate the Schwab One® Account Agreement and the Brokerage Account Agreement related to my Account.

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

Force Majeure. Schwab will not be liable for any loss, damages, delay in, or failure of performance of this Agreement arising from causes beyond its reasonable control, including delay or cessation of services under this Agreement, or any damages to clients resulting therefrom, as a result of any strike, power or other mechanical failure, computer virus, computer failure on my part or on Schwab's part, natural disaster or adverse acts of nature, governmental action, communications disruption or failure, acts of terrorism, war or acts of God.

Assignment. Schwab may not "assign" this Agreement (as that term is defined in the Investment Advisers Act of 1940) without my consent.

Arbitration Disclosures. 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 for any claims encompassed by the putative class action until:

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

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

Arbitration Agreement. Any controversy or claim arising out of or relating to (i) this Agreement, any other agreement with Schwab or CSIA, an instruction or authorization provided to Schwab or CSIA or the breach of any such agreements, instructions, or authorizations; (ii) my Account, any other Schwab or CSIA account or services; (iii) transactions in my Account or any other Schwab or CSIA account; (iv) my relationship with Schwab, CSIA, their parent company, 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. For avoidance of doubt, the terms of this arbitration agreement do not preclude you from bringing a claim in court as an ETF shareholder against the issuer of any ETF, including Schwab-affiliated ETFs.

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 my Account, including court-appointed trustees and receivers. This arbitration agreement will also inure to the benefit of third-party service providers that assist Schwab and CSIA 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 my Account is denied and will survive the closure of my 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 attorney's fees. Each party shall bear its own initial arbitration costs, which are determined by the rules and regulations of the arbitration forum. In the event of financial hardship, the arbitration forum may waive certain costs in accordance with such rules. At the conclusion of the hearing, the arbitrators will decide how to assess the costs of the arbitration among the parties.

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

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

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

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