



View Only Authorization Agreement

Account Holder(s) may authorize Charles Schwab & Co., Inc. ("Schwab") to give another individual ("Authorized Viewer") permission to view his or her Schwab account.

This View Only Authorization Agreement ("Agreement") sets out the terms and conditions of the View Only Access Authorization.

Please read and retain this Agreement for your files.

Relationship to Account Agreement. This Agreement amends and is part of the Account Agreement applicable to the account of Account Holder(s). If there is any conflict between the terms of this Agreement and your Account Agreement, the terms of this View Only Authorization Agreement shall govern. In the View Only Authorization and this View Only Authorization Agreement, the term "you" refers to the Account Holder, whether one or more; the term "Viewer" or "Authorized Viewer" refers to the Authorized Viewer authorized by you in Section 4 of the View Only Authorization; and the term "your account" refers to the account you designated in Section 1 of the View Only Authorization.

View Only Access and the Authorized Viewer. By completing and submitting the View Only Authorization, you are consenting to Schwab's giving the Viewer View Only Access to the Schwab account you designate. If the View Only Authorization relates to a trust account, each Trustee certifies that the trust instrument authorizes the delegation of authorities and access as provided for by the View Only Authorization and such delegation is not prohibited by the laws that govern the trust.

Information Available to the Authorized Viewer. Because of the type of information available through Schwab's View Only Access service, you agree that you have carefully considered when, whether, and to whom to grant View Only Access.

You understand and acknowledge that by enrolling in Schwab's View Only Access service, you are granting and consenting to Viewer having the ability to review, print, download, save, use, and distribute your account information, including but not limited to tax information, balances, positions, transactions, investment returns, other performance information, cost basis, realized and unrealized gains and losses, and check records ("Account Information"). You also acknowledge that Viewer will be able to receive, access, print, download, save, and view up to ten (10) years of historical Account Information and documents. By granting View Only Access to your account, you understand that Viewer will have access to other personal information contained in your account tax forms, statements, documents, and reports, including data such as your Social Security number, income, outside assets, account numbers, mailing address, telephone number, and email addresses. You understand and agree that some or all of the information Viewer will have access to may constitute non-public personal identifying information about you or your account.

Termination of View Only Authorization. You and Viewer understand that either may terminate the View Only Authorization at any time by providing written or telephonic notice to Schwab. If there are multiple Account Holders, any Account Holder may revoke the View Only Authorization.

Schwab has the right, in its sole discretion, to suspend or terminate your Viewer's View Only Access at any time.

You and Viewer acknowledge that any revocation of the View Only Authorization access will not go into effect until Schwab has received, and has had a reasonable opportunity to act upon, such revocation. Account Holder and Authorized Viewer agree neither will have any claim against Schwab in connection with the granting or removal of View Only Access.

You acknowledge that reports made available to Viewer before termination may continue to be available after termination.

If Viewer becomes aware that the View Only Access is being revoked for any reason, Viewer agrees to immediately cease from viewing the account, even if Schwab has not yet had the opportunity to receive and implement the revocation of your View Only Access.

Viewer agrees to immediately notify Schwab of the death of the Account Holder(s) or any termination or revocation of the View Only Access. Viewer also agrees to notify Schwab of any incapacity, incompetence, or mental disability of the Account Holder(s) that would render the View Only Authorization Form void.

Role of Charles Schwab & Co., Inc. Account Holder(s) and Authorized Viewer acknowledge and agree that:

- Schwab does not give legal or tax advice;
- Account Holder(s), and not Schwab, is responsible for investigating and selecting the Authorized Viewer;
- Schwab has not approved, recommended, or endorsed Viewer;
- Unless required by applicable law, Schwab has no duty to review, supervise, or monitor any activity by the Viewer; and
- Schwab reserves the right, in its sole discretion, to no longer provide View Only Access to your Viewer.

Viewer, and not Schwab, is solely responsible for determining if the Viewer is required to be registered as an investment advisor with a state agency or the Securities and Exchange Commission (SEC). Registration rules vary by state.

You and Viewer agree that it is Viewer's responsibility, and not Schwab's, to check his/her state's applicable rules.

You understand that Schwab has not provided any advice to you regarding the View Only Authorization, and if there is anything about the View Only Authorization that you do not understand, you should consult with your attorney or financial counsel for an explanation.

Effect of Agreement. Viewer agrees that the View Only Access conferred on him/her pursuant to the View Only Authorization executed by the Account Holder(s) shall be exercised in accordance with the terms and conditions of this Agreement.

Authorized Viewer's Use of the View Only Access Service. Viewer agrees that he/she will access the account of the Account Holder(s) for proper uses and will not engage in illegal, fraudulent, or improper conduct under any applicable laws, rules, and/or regulations. Viewer agrees to comply with all applicable state and federal laws, rules, and regulations as they may be amended from time to time. Viewer also agrees to refrain from disclosing or disseminating any account information without first obtaining permission from all Account Holders. Viewer agrees not to take any actions that exceed the authority under the View Only Authorization or any other agreement between Viewer and the Account Holder(s).

Information. You and Viewer agree to provide promptly any information reasonably requested by Schwab concerning access to the account of the Account Holder(s) and compliance with this Agreement. If questions arise concerning compliance with any law, whether federal or state, you and Viewer will take any action believed by Schwab to be necessary to ensure compliance with applicable law. This provision shall not be read to imply that Schwab has any duty to supervise or monitor Viewer's access to the account of the Account Holder(s) or compliance with applicable law. You and Viewer represent and warrant that all information provided to Schwab in this Agreement, or otherwise at any time, is true, accurate, and complete. If any information you or Viewer furnish to Schwab becomes materially inaccurate, false, or otherwise misleading, you and Viewer agree to notify Schwab promptly and take such action as is necessary to revise such information.

Monitoring of Conversations. You and Viewer agree that Schwab may, but is not obligated to, record telephone calls to monitor the quality of service received or for any other valid purpose. You and Viewer acknowledge that Schwab may not be able to locate a tape recording unless Schwab is provided the date and time of the conversation and the full name of the Schwab representative involved in the conversation. You and Viewer agree that Schwab has the sole right to determine how long tape recordings will be retained.

Effect. The View Only Authorization and Agreement supplement and in no way limit or restrict rights which Schwab may have under existing law or any other agreement. The View Only Authorization and Agreement will bind the heirs, executors, administrators, successors, and assigns of the Account Holder(s) and Authorized Viewer, and will benefit Schwab's successors, affiliates, and assigns.

Assignment. Schwab may assign its rights and obligations under this Agreement to any subsidiary, affiliate, or successor by merger or consolidation without notice to the Account Holder(s) or Authorized Viewer, or to any other entity after 30 days' written notice. The Account Holder(s) and Authorized Viewer may not assign this Agreement without Schwab's prior written consent.

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

Indemnification. The Account Holder(s) and Authorized Viewer agree to indemnify and hold harmless Schwab and its affiliates, directors, officers, employees, and attorneys from and against all claims, actions, judgments, settlement amounts, costs and liabilities, and attorneys' fees arising out of or relating to execution of the instructions of the Account Holder(s) by Schwab, the Authorized Viewer, or the Account Holder(s); grant of View Only Access; misuse of any information or data the Authorized Viewer accesses through View Only Access; or revocation of View Only Access, including but not limited to:

- Schwab's reliance on this View Only Authorization or View Only Authorization Agreement;
- Disputes between the Account Holder(s) and Authorized Viewer;
- Wrongdoing by the Authorized Viewer, including but not limited to a breach of this Agreement or third-party reliance or losses;
- The performance or non-performance of the Authorized Viewer's services;
- The acts or omissions of the Authorized Viewer with respect to the account of the Account Holder(s); and
- Any act taken by Schwab in reliance upon the View Only Authorization or View Only Authorization Agreement.
- If you share information with anyone through View Only Authorization, we'll consider their activities to have been authorized by you, and your rights under The Schwab Security Guarantee may be impacted. To learn more about The Schwab Security Guarantee, please go to schwab.com/guarantee.

Governing Law. The laws of the state of California (but not the choice of law doctrines), as applied to agreements signed and performed in California, shall apply and bind the parties in any and all questions arising under this View Only Authorization and Agreement, including questions of validity, interpretation, and performance, except that the arbitration agreement below shall be governed by the Federal Arbitration Act.

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 may include a minority of arbitrators who were or are affiliated with the securities industry.
- The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.

- The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this Agreement.

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

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

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

Arbitration Agreement. Any controversy or claim arising out of or relating to (i) this Agreement, any other agreement with Schwab, an instruction or authorization provided to Schwab or the breach of any such agreements, instructions, or authorizations; (ii) the Account, any other Schwab account or Services; (iii) transactions in the Account or any other Schwab account; (iv) or in any way arising from the relationship with Schwab, its parent, subsidiaries, affiliates, officers, directors, employees, agents, Viewers 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) neutral 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 party agrees to abide by the rules of the organization administering the arbitration specifically providing 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.