



# Schwab Personal Choice Retirement Account® (PCRA)

## Plan Application and Agreement—Charles Schwab Trust Bank

[www.schwab.com](http://www.schwab.com) | 1-877-319-2782

### 1. Introduction

For use only by a retirement plan ("Plan") where Charles Schwab Trust Bank acts as directed Trustee or Custodian ("Trustee/Custodian"). Opening a Schwab Personal Choice Retirement Account (PCRA) does not establish a Plan, but certifies that you are using a Plan document that allows you to conduct business at Charles Schwab & Co., Inc. ("Schwab").

### 2. Plan Information

Plan Name (as it should appear on the account)	Plan Tax ID Number
Date Plan Established	Plan Year-End
Plan Mailing Address (no P.O. boxes)	City State Zip Code
Plan Contact Name	Email Address
Telephone Number	
Type of Plan <input type="checkbox"/> Profit Sharing <input type="checkbox"/> Money Purchase <input type="checkbox"/> 401(k) <input type="checkbox"/> 403(b) <input type="checkbox"/> 457(b) <input type="checkbox"/> 457(f) <input type="checkbox"/> Other (specify): _____	
Recordkeeper Name:	
SL Master Number	

### 3. Plan-Level Account Features

PCRAs will be established for individual retirement plan participants ("Participants") under this Agreement. Each Participant must sign a Schwab PCRA Limited Power of Attorney (LPOA) form, which contains the terms and conditions under which Schwab will act on the instructions of the Participant. By executing this Schwab PCRA Plan Application and Agreement, you authorize Schwab to act on instructions received on each such LPOA, subject to the terms and conditions set forth in Section 5.

Is your Plan affiliated with a member firm of an exchange or FINRA, or a municipal securities broker-dealer?

☐ Yes ☐ No

Attach a Rule 3210/407 letter from a Plan Sponsor Compliance Officer if licensed by a securities firm.

#### A. Duplicate Statements

Please indicate the Company, Independent Recordkeeper (IR), Trustee or any other party who should receive duplicate statements for all PCRAs related to this Plan. Unless indicated below, parties will not receive this information.

Statements should be sent to the parties designated below:

Name of Recipient (First)	(Middle)	(Last)
Mailing Address (no P.O. boxes)	City	State Zip Code
Telephone Number	Email Address	

Name of Recipient (First)	(Middle)	(Last)
Mailing Address (no P.O. boxes)	City	State Zip Code
Telephone Number	Email Address	



**3. Plan-Level Account Features** (Continued)

Name of Recipient (First)	(Middle)	(Last)
Mailing Address (no P.O. boxes)	City	State Zip Code
Telephone Number	Email Address	

**B. Multiple Account Establishment**

Indicate the type and number of accounts you wish to allow in this Plan:

☐ **Traditional PCRA** Maximum number of accounts allowed per Participant: \_\_\_\_\_

☐ **Roth PCRA** Maximum number of accounts allowed per Participant: \_\_\_\_\_

**C. Your Consent to Enroll in Schwab's Cash Features Program**

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

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

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

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

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

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

**D. Delegation of Trading Authority to Investment Advisor (IA) or Third Party and Deduction of IA Fees**

1. Do you wish to allow the delegation of trading authority to an Investment Advisor?

☐ **Yes.** By executing a Schwab PCRA Limited Power of Attorney (LPOA) for an Investment Advisor, Participant may grant trading authority to an Investment Advisor who has a relationship with Schwab Advisor Services.

☐ **No.** Not permitted under this Plan.

2. Do you wish to allow the deduction of fees from the Participant's PCRA for an Investment Advisor who has a relationship with Schwab Advisor Services?

☐ **Yes.**

☐ **No.** IA fees are not to be taken from Participant's PCRA.

3. Do you wish to allow delegation of trading authority to a Third Party?

☐ **Yes.** By executing a Schwab PCRA Limited Power of Attorney (LPOA) for a Third Party, Participant may grant authority to any Third Party (e.g., spouse or other relative) to trade in the Participant's PCRA.

☐ **No.** Not permitted under this Plan.

**4. PCRA Trading Menu Establishment**

See the PCRA Trading Menu Establishment attached as Exhibit A. The PCRA Trading Menu, to be elected by the Plan, shall be in substantially the form attached hereto as Exhibit A, and by this reference is incorporated herein.

**5. Terms of the PCRA Limited Power of Attorney (LPOA) Under Which Each Participant May Act**

All parties hereto shall be bound by the terms of the Account Agreement (which includes this Agreement, the Schwab One® Account Agreement, the LPOA executed by the Participant, and other written agreements, if any, between the Company, Trustee, IR, and Schwab). If any party hereto does not receive the Account Agreement, such party shall notify Schwab immediately.



## 6. Agreement Between Plan Sponsor, Trustee/Custodian, IR, and Schwab

In our capacity as Trustee(s) of the trust, Trustee(s) hereby request(s) that Charles Schwab & Co., Inc. ("Schwab") open Brokerage Accounts with respect to each Participant, a complete list of which will be furnished to Schwab, on behalf of the trust listed in this Schwab PCRA Plan Application and Agreement. Trustee(s) agree(s) to read and be bound by the terms of the Account Agreement (which includes the Brokerage Account Agreement and, if applicable, the Money Fund Agreement, the Schwab StockBuilder Plan® Agreement and other written agreements between Trustee(s) and Schwab), and Trustee(s) agree(s) to be bound by the terms of the Account Agreement that apply to the Brokerage Accounts as currently in effect and as amended from time to time. If Trustee(s) does/do not receive or understand the Account Agreement, Trustee(s) will notify Schwab.

In consideration of Schwab opening and/or maintaining Brokerage Accounts for the trust, the undersigned Trustee(s) of the trust represent(s), warrant(s) and certify(ies) that the representations made in the Application are true, complete and accurate, that the trust is in full force and effect, and that the Trust Agreement has not been revoked, modified or amended in any manner that would cause the representations contained in this Application to be inaccurate or incorrect.

Schwab will rely on this Application and upon the representations made herein unless and until it receives a written notice of amendment, written notice of changed Trustee(s) or written notice of any events affecting the Trustees' powers described above. The undersigned Trustee(s) agree(s) to send written notice promptly to Schwab of any change in Trustee(s), of any amendment or modification to the Trust Agreement that would cause the representations contained in this Application to be or become inaccurate or incorrect, or of the occurrence of any event that would affect the trust's revocability, the Trustees' powers or any representations made in this Application, Sections 1 through 5.

Trustee(s) indemnify(ies), release(s) and hold(s) harmless Schwab and each of its officers, directors, employees and agents from, and hold(s) such persons harmless against, any claims, judgments, surcharges, settlement amounts or other liabilities or costs of defense or settlement (including attorneys' fees) arising out of (or related to) any actual or alleged improper or unsuitable actions taken at such Trustees' instructions in connection with the Brokerage Account established at Schwab for the trust. This indemnification is made by the undersigned Trustee(s) both in its/their capacity as Trustee(s) and in its/their individual capacity, and shall not be limited by the Trustees' provision to Schwab of independent documentation concerning the representations made herein.

The representations and obligations stated herein shall survive termination of the Trust Agreement and the Account Agreement relating to the trust's Brokerage Account.

**Relay Trading Instructions.** If Participant is authorized to relay trading instructions under Trustee's representations in Section 3, Participant may direct Schwab as to the investment of the Brokerage Account and to take other actions necessary or incidental to the execution of such instructions.

Schwab, and other persons to whom Schwab has given instructions in order to implement Participant's instructions, may rely on Participant's instructions without obtaining any approval, countersignature or co-signature. Participant's authority will include, without limitation:

- The authority to give instructions for transactions in securities and financial instruments, including the buying and selling of stocks, bonds, debentures, notes, subscription warrants, stock purchase warrants, options, mutual fund shares, evidences of indebtedness and any other securities, instruments or contracts relating to securities; and
- Where necessary to complete any transaction, the authority to transfer, convert, endorse, sell, assign, set over and deliver any assets held in the Brokerage Account (the "Account Assets") and to make, execute and deliver any and all written instruments of assignment and transfer.

Whenever this LPOA is attached to any instrument of assignment and transfer, all persons shall be entitled, without further inquiry or investigation and regardless of the date of the LPOA, to act in reliance upon the assumption that the Account Assets named in such instrument were duly and properly transferred, endorsed, sold, assigned, set over and delivered, and that with respect to such Account Assets, the authority conferred herein is still in full force and effect.

### Authorization to Trade for Brokerage Account.

Plan Sponsor hereby directs Recordkeeper to place trading orders for the Brokerage Account pursuant to the LPOA. Plan Sponsor may revoke the LPOA at any time by giving written notice to Schwab. Recordkeeper agrees not to take any actions that exceed its authority under the LPOA or any other agreement between Recordkeeper and the Trustee/Custodian or the Plan Sponsor.

Recordkeeper's authority will include, without limitation:

- The authority to transmit instructions for transactions in securities and financial instruments, including the buying and selling of stocks, bonds, debentures, notes, subscription warrants, stock purchase warrants, options, mutual fund shares, exchange-traded funds, evidences of indebtedness and any other securities, instruments or contracts relating to securities; and
- Where necessary to complete any transaction, the authority to transfer, convert, endorse, sell, assign, set over and deliver any assets held in the brokerage account and to make, execute and deliver any and all written instruments of assignment and transfer.

**Disburse Funds to the Plan's Account at Another Institution.** Recordkeeper is authorized

to transmit instructions to wire funds to the Plan's account at another institution under the Trustee's/Custodian's or Plan Sponsor's representations. Recordkeeper may direct Schwab, and accordingly Schwab is authorized, to disburse funds to pay benefits provided under the Plan or to pay charges authorized by the Trustee/Custodian or Plan Sponsor. Accordingly, Schwab is authorized to remit checks, wire funds and otherwise make distributions of funds held in the Brokerage Account to banks and other financial institutions for the Plan's benefit, upon Recordkeeper's written instructions.

**Disburse Assets to the Participant or to a Deceased Participant's Beneficiary.** Recordkeeper is authorized to transmit instructions to disburse funds and/or securities from a PCRA directly to the Participant, or to the deceased Participant's beneficiary, under the Trustee/Custodian's or Plan Sponsor's representation. Recordkeeper may direct Schwab, and accordingly Schwab is authorized, to make distributions of assets held in the Brokerage Account to a Participant, or to a deceased Participant's beneficiary, upon Recordkeeper's written instructions.

Whenever this LPOA is attached to any instrument of assignment and transfer, all persons shall be entitled, without further inquiry or investigation and regardless of the date of the LPOA, to act in reliance upon the assumption that the Account Assets named in such instrument were duly and properly transferred, endorsed, sold, assigned, set over and delivered, and that with respect to such Account Assets the authority conferred herein is still in full force and effect.

### Establishment of New Individual Participant Accounts and Allocation of Contributions Among Participants' Accounts.

Schwab may follow the instructions of the Recordkeeper in establishing individual Participant accounts and allocating amounts transferred to Schwab among the individual accounts of Plan Participants. New individual Participant account information shall be delivered electronically or in writing according to Schwab specifications. All allocation instructions shall be delivered electronically or in writing and shall specify the amount to be deposited in each individual Participant account.

**Assignment.** Schwab may assign its rights and obligations under this Agreement to any subsidiary, affiliate or successor by merger or consolidation without notice to Plan Sponsor. This Agreement is binding upon and will inure to the benefit of the parties' successors and assigns.

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

**Applicable Law.** The laws of the state of California, as applied to agreements signed and



## 6. Agreement Between Plan Sponsor, Trustee/Custodian, IR, and Schwab (Continued)

performed in California, shall apply and bind the parties in any and all questions arising under this Agreement, including questions of validity, interpretation and performance.

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

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

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

The Recordkeeper agrees to tell Schwab the status of such securities and promptly furnish whatever information and documents (including opinions of legal counsel, if requested) that Schwab may request in connection with Schwab’s regulatory duties.

**Role of Charles Schwab & Co., Inc.** Trustee(s) acknowledge(s) and agree(s) that:

- Schwab will merely effect trades as directed by Participant;
- Schwab will not give legal or tax advice, or advice regarding particular stocks, including advice involving the nature, potential value or suitability for the Plan of any particular security, transaction or investment strategy,
- to Trustee(s), Plan Sponsor or Participant;
- Schwab is not acting as a fiduciary;
- Schwab has no duty to supervise or monitor trading by Participant in the Brokerage Account;
- Schwab has no duty to review the documents under which the Plan is maintained, to update these documents, or to request a determination letter from the Internal Revenue Service concerning the Plan documents;
- Schwab has no duty to determine or review allocations of contributions among Participants, or to perform any recordkeeping functions for the Plan;
- Schwab has no duty to review Plan investments for compliance with ERISA (including determining whether any investments constitute prohibited transactions under ERISA), or to determine whether Plan investments will result in exposure to the tax on unrelated business taxable income, or to review the Plan documents to determine whether any investment instructions are in accordance with the terms of the Plan;
- Schwab has no duty to assist in complying with any obligations that may be imposed under ERISA, including, without limitation, the reporting, Participant disclosure or bonding requirements of ERISA;
- Schwab has no duty to determine the valuation of any assets in the Account that are not traded on a recognized exchange; and

- Schwab has no duty to assist in complying with any legal obligations that may apply to distributions from the Plan, to determine whether any distributions are required under “required minimum distribution” rules of the Internal Revenue Code, to determine whether any distributions that Schwab may be instructed to make are properly authorized under the terms of the Plan, or to review any beneficiary designations that may be made by Participants.

**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 [www.schwab.com/PartialCalls](http://www.schwab.com/PartialCalls). If you would like a printed description of Schwab’s lottery system mailed to you, please contact a Schwab representative at 1-888-393-7272.

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



## 7. Required Arbitration Disclosures

**Required 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 with respect to any claims encompassed by the putative class action until:

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

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

**Arbitration Agreement.** Any controversy or claim arising out of or relating to (i) this Agreement, any other agreement with Schwab, an instruction or authorization provided to Schwab or the breach of any such agreements, instructions, or authorizations; (ii) the Account, any other Schwab account or Services; (iii) transactions

in the Account or any other Schwab account; (iv) or in any way arising from the relationship with Schwab, its parent, subsidiaries, affiliates, officers, directors, employees, agents or service providers ("Related Third Parties"), including any controversy over the arbitrability of a dispute, will be settled by arbitration.

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

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

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

Any award the arbitrator makes shall be final and binding, and judgment on it may be entered in any court having jurisdiction. This arbitration agreement shall be enforced and interpreted exclusively in accordance with applicable federal

laws of the United States, including the Federal Arbitration Act. Any costs, fees or taxes involved in enforcing the award shall be fully assessed against and paid by the party resisting enforcement of said award.

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

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

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

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





7. Required Arbitration Disclosures (Continued)

THE AGREEMENT WITH SCHWAB INCLUDES A PREDISPUTE ARBITRATION CLAUSE. YOU ACKNOWLEDGE RECEIPT OF THE PREDISPUTE ARBITRATION CLAUSE CONTAINED IN SECTION 7, PAGE 5, OF THE SCHWAB PERSONAL CHOICE RETIREMENT ACCOUNT® PLAN APPLICATION AND AGREEMENT.

THE INTERNAL REVENUE SERVICE DOES NOT REQUIRE YOUR CONSENT TO ANY PROVISION OF THIS DOCUMENT OTHER THAN THE CERTIFICATIONS REQUIRED TO AVOID BACKUP WITHHOLDING.

I certify under penalties of perjury that: (1) the Taxpayer Identification Number shown on this application is correct, (2) the Plan is not subject to backup withholding due to failure to report interest and dividend income, (3) the Plan is a U.S. person, and (4) the Plan is exempt from FATCA reporting. I understand that if I have been notified by the IRS that the Plan is subject to backup withholding as a result of dividend or interest underreporting and I have not received a notice from the IRS advising me that backup withholding is terminated, I must cross out item 2 above.

Signature(s) and Date(s) Required

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

Signature and Date Required

<b>X</b> Custodian Signature	Print Name	Date
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Signature and Date Required

<b>X</b> Recordkeeper Signature	Print Name	Date
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Signature and Date Required

<b>X</b> Company Signature	Date
Print Name	Title



## Exhibit A:

# Schwab Personal Choice Retirement Account® (PCRA) Plan Trading Menu Establishment

A Schwab Personal Choice Retirement Account (PCRA) is a participant-directed brokerage window in which Participants may be able to choose among the full range of investment options available in the investment marketplace. As a plan fiduciary, you may choose to restrict the investment options available to Participants by selecting from the below options.

Global Product Trading restrictions: PCRA's may not include trading on collectibles, currencies, precious metals, real estate, futures, commodities, private placements, alternative investments, structured products, Charles Schwab Corporate debt, margin accounts or short sales. If options are allowed by the Participant's retirement plan and approved by Schwab, Participant may be able to write covered calls, buy protective puts and write cash-secured equity puts. Participant must complete a Schwab Personal Choice Retirement Account (PCRA) Options Application—Participant and Third-Party form to be approved to trade options.

If you do not make any selections below, this plan will be set up with no additional restrictions to securities that are able to be held and traded on the Schwab broker-dealer platform.

- Section 1—Choose one of the predefined restriction menu options OR customize asset group restrictions
  - Select a preset restriction package
  - Customize restrictions based on asset group for your plan
- Section 2—Define individual and company securities exceptions

## Section 1—Choose a predefined restriction menu OR customize asset group restrictions

(Note: Select only one of the choices below.)

### Choice 1—Select a predefined restriction menu

- ☐ Open Brokerage (no restrictions)
- ☐ Open Brokerage | Restrict Options
- ☐ Open Brokerage | Restrict Limited Partnerships | Restrict All K-1-Issuing Securities | Restrict Over-the-Counter (OTC) Securities
- ☐ Open Brokerage | Restrict Limited Partnerships | Restrict All K-1-Issuing Securities | Restrict Over-the-Counter (OTC) Securities | Restrict Options
- ☐ Mutual Funds Only
- ☐ Mutual Funds and Exchange-Traded Funds Only | Restrict K-1-Issuing ETFs

### Choice 2—Customize asset group restrictions<sup>1,2</sup>

Select the asset groups and security attributes in A–F for which you would like to restrict purchases for plan participants. You can limit the asset group by selecting the group attributes or restrict the entire asset group by checking the “Restrict all” box.

#### A. Mutual Funds:<sup>3</sup>

- ☐ Tax Exempt
- ☐ Non-OneSource<sup>4</sup>
- ☐ Redemption Fee
- ☐ Restrict all Mutual Funds

#### B. Equities:

- ☐ Limited Partnerships
- ☐ Security Issuing K-1<sup>5</sup>
- ☐ Over the Counter<sup>6</sup>
- ☐ Foreign Stocks<sup>7</sup>
- ☐ Restrict all Equities

#### C. Debt Securities (Fixed Income):<sup>8</sup>

- ☐ Tax Exempt
- ☐ Non-Treasuries<sup>9</sup> (allows Treasuries)
- ☐ Taxable
- ☐ Non-CDs<sup>10</sup> (allows CDs)
- ☐ Restrict all Debt Securities (Fixed Income)

#### D. Exchange-Traded Funds:<sup>11</sup>

- ☐ Leveraged/Inverse<sup>12</sup>
- ☐ Security Issuing K-1<sup>13</sup>
- ☐ Restrict all Exchange-Traded Funds

#### E. Closed-End Mutual Funds:

- ☐ Restrict all Closed-End Mutual Funds

#### F. Options:

- ☐ Restrict all Options
- Note: all parties with trading authority must complete a separate Schwab options agreement. Plan Sponsor must complete Exhibit B.

The Trustee(s) and/or Plan Sponsor authorize(s) Schwab to allow any Participant who completes a **Schwab PCRA Limited Power of Attorney (LPOA) for Participant** form to make trades in the Participant's respective PCRA. A Participant will never be restricted from selling a position unless Schwab is instructed to restrict the sale by the Trustee(s) and/or Plan Sponsor. The Individual Trustee(s) and/or Plan Sponsor acknowledge(s) that they are responsible for determining whether any of the investments selected below (including any employer securities) are permissible under the terms of the Plan, the Internal Revenue Code (the “Code”), or the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), and that Schwab shall have no responsibility or liability with respect to such determination. Please note that, generally, 403(b) contributions can only be invested in SEC-registered fund shares.



Exhibit A:

# Schwab Personal Choice Retirement Account® (PCRA)

## Plan Trading Menu Establishment (Continued)

Section 2—Define individual and company securities exceptions

- The exceptions listed in this section will override the selection(s) made in Section 1.
- Please list all exceptions below. If you have more than four exceptions, please attach an additional sheet.
- Choosing to restrict company stock includes underlying options.

Fund/Security Description	CUSIP Number	Symbol	Restrict Buys and Sells	Restrict Buys Only	Allow Buys and Sells
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<sup>1</sup> Schwab cannot monitor participant trading of company stock in PCRA.

<sup>2</sup> Section 2 applies to publicly traded securities issued by the Plan Sponsor or its affiliates and which are Qualifying Employer Securities within the meaning of Section 407(d)(5) of ERISA (collectively, "Company Stock"). If you provide the CUSIP or ticker symbol for company stock, all underlying options are also restricted. Other securities issued by the company need to be listed in Section 2 and are not automatically restricted from purchase (example: corporate debt, preferred stock and other securities). Please note that if investment in a broad category of securities, such as Equities, is permitted elsewhere on this Trading Menu, and Company Stock is not restricted in Section 2, then Plan participants will be able to invest in Company Stock.

<sup>3</sup> Charles Schwab & Co., Inc. (Member SIPC) receives remuneration from fund companies for recordkeeping and shareholder services and other administrative services for shares purchased through Schwab's Mutual Fund OneSource® program. Schwab also may receive remuneration from transaction fee fund companies for certain administrative services.

Trades in no-load mutual funds available through OneSource (including Schwab Funds®), as well as certain other funds, are available without transaction fees when placed through Schwab.com or our automated phone channels. Schwab reserves the right to change the funds we make available without transaction fees and to reinstate fees on any funds. Funds are also subject to management fees and expenses.

Schwab's short-term redemption fee may be charged on redemption of funds (except certain Schwab Funds) bought through Schwab's Mutual Fund OneSource program (and certain other funds) with no transaction fee and held for 90 days or less. Schwab reserves the right to exempt certain funds from this fee, including Schwab Funds, which may charge a separate redemption fee, and funds that accommodate short-term trading.

<sup>4</sup> By selecting Non-OneSource Mutual Funds, you are preventing all transaction-based mutual funds from purchase, including the Tax-Exempt attribute.

<sup>5</sup> Equity Securities that report income via a Schedule K-1 Form and, as a result, could generate Unrelated Business Taxable Income (UBTI). Equity securities may change characteristics and begin issuing K-1s without advance notice. As a result, plan participants might be able to purchase a security before it begins issuing or before Schwab is informed that the security issues K-1s.

<sup>6</sup> Over-the-Counter securities trade on OTC exchanges, such as the pink sheets, gray sheets, OTC bulletin boards and other OTC exchanges.

<sup>7</sup> Restricting foreign securities prevents purchases of securities on a foreign exchange but does not include the restriction of American Depositary Receipt (ADR) securities and foreign securities traded on a domestic equity market, but does restrict the purchase of non-ADR foreign securities available on the U.S. OTC market. Some foreign securities may be subject to additional foreign tax withholding requirements, including ADRs and foreign securities traded on a domestic market.

<sup>8</sup> Excludes debt securities issued by Charles Schwab & Co., Inc. and its affiliates. These securities are not allowed to be purchased in a PCRA.

<sup>9</sup> Selecting Non-Treasuries allows the purchase of Treasuries while restricting other types of tax-exempt fixed income trades. This restriction is not mutually exclusive but can be combined with the Non-CDs restriction. This combination will allow Treasuries AND CDs to be purchased.

<sup>10</sup> Selecting Non-CDs allows the purchase of Certificates of Deposit while restricting other types of taxable fixed income trades. This restriction is not mutually exclusive but can be combined with the Non-Treasuries restriction. This combination will allow CDs AND Treasuries to be purchased.

<sup>11</sup> Conditions apply: ETFs at Charles Schwab & Co., Inc. ("Schwab") which are U.S. exchange-listed can be traded without a commission on buy and sell transactions made online in a Schwab account. Unlisted ETFs are subject to a commission. Please see the *Charles Schwab Pricing Guide for Retirement Plan Accounts* (the "Pricing Guide") for additional information. Schwab does not receive payment to promote any particular ETF to its customers. Schwab affiliate Charles Schwab Investment Management, Inc. ("CSIM") serves as investment advisor to the Schwab ETFs™ which compensate CSIM out of the applicable operating expense ratios. The amount of the fees is disclosed in the prospectus of each ETF.

<sup>12</sup> This restriction limits the participant's ability to purchase Leveraged/Inverse ETFs only. This restriction does not include mutual funds.

<sup>13</sup> ETFs that report income via a Schedule K-1 Form and, as a result, could generate Unrelated Business Taxable Income (UBTI). ETF securities may change characteristics and begin issuing K-1s without advance notice. As a result, plan participants might be able to purchase a security before it begins issuing or before Schwab is informed that the security issues K-1s.





## Exhibit B:

## Options Agreement: Only complete this section if Options Trading is selected in the Plan Trading Menu (Exhibit A).

In consideration of Charles Schwab & Co., Inc. accepting and carrying an options account for the Plan, I (as Trustee acting on behalf of the Plan) hereby understand and agree that in addition to the provisions of the Account Agreement, the following shall apply:

### Plan Sponsor Authorization

I represent and confirm that the Plan Fiduciary authorizes and hereby directs Schwab to rely upon and treat any direction or instruction provided by the Recordkeeper or Trustee (together, the "Directing Party[ies]") as a direction or instruction of the Plan Fiduciary authorized to provide such direction or instruction under the terms of the Plan or under any subsequent delegations of fiduciary authority and applicable law. The Plan Fiduciary hereby represents that the Directing Parties are authorized and directed to complete any requested documentation to establish options trading in the Plan and to represent on behalf of the Plan Sponsor that they agree to the terms of the Charles Schwab & Co., Inc. Options Trading Rules contained herein.

### Handling of Account

I understand that the PCRA ("Account") shall be handled in accordance with the rules of the Options Clearing Corporation (OCC), the applicable exchange and/or other regulatory agencies, and I understand that I will not violate these rules.

### Options Disclosure Documents

I will not enter an order for any listed options until I have received and read the OCC disclosure document titled Characteristics and Risks of Standardized Options.

### Options Agreement

I understand that the purchase and writing of options contracts involve inherent risks and that the Plan is financially able to bear such risks and to withstand any losses resulting from trading.

### Options Positions Covered

I understand that a Participant may not write a call option nor buy a put option unless there is an adequate quantity of the underlying security in the account. I further understand that a Participant may not sell a cash secured equity put option without sufficient cash to be secured to cover that cash secured put option.

### Exercise Limitation

I understand that the various options exchanges may restrict transactions in particular options or the exercise of options contracts at their discretion from time to time.

### Size Limits of Options and Exercises

I will not, acting alone or in concert with others, whether directly or indirectly, violate the position or exercise limitations which may be fixed from time to time by the exchange or market where such options contracts are traded.

### Options Commissions

I understand that due to the short-term nature of options, it is likely that Participants will be trading options to a greater degree than other securities and that they will be charged a commission each time such a transaction is made.

### Suitability

I agree to advise Schwab if there is any change in the Plan's investment objective or financial situation.

### Assignments

I understand that exercise assignment notices for options contracts are allocated among customer short positions pursuant to a manual procedure which randomly selects from among all customer short options positions, including those contracts which are subject to exercise.

All short options positions are liable for assignment at any time. A more detailed description of Schwab's random allocation procedure is available upon request.

## Signature and Date Required

**X**

Authorized Plan Sponsor Signature

Print Name

Date



# 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>	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.
<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>	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.
<b>Duty to Monitor Eligibility for Cash Features</b>	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.
<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



<b>Interest Rates and Yields</b> (Continued)	<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>
<b>Benefits to Schwab</b>	<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>
<b>Differing Risks and Account Protection</b>	<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>

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