



Schwab Personal Choice Retirement Account® (PCRA)

Plan Application and Agreement Addendum—Custody Add Powers

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This Addendum, entered into by and between Charles Schwab & Co., Inc. ("Schwab") and the Trustee(s)/Custodian(s) and the Independent Recordkeeper (IR) identified below, amends the Schwab Personal Choice Retirement Account (PCRA) Plan Application and Agreement ("Agreement") previously entered into by the same parties. This Addendum is effective as of _____, 20____, is part of the Agreement and will be administered in accordance thereto as amended from time to time, except as hereinafter expressly provided.

1. Account Information

Account Number									
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Plan Name (as it appears on the account)
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2. Paying Agent Services Election (Available only for qualified plans.) Disbursement Authority to IR is required to enroll in Paying Agent Services.

By execution of this Addendum, the parties hereto elect and agree that Charles Schwab Trust Bank will act as Paying Agent and will print and mail distribution checks or wires, issue IRS Form 1099-R and perform tax withholding, remittance and reporting each as directed by the Trustee or IR. Charles Schwab Trust Bank can issue checks payable to the IR, Participant, Trustee or Third Party. Withholding is only available for checks payable to Participants. Paying Agent Services are governed by the terms and conditions set forth in Section 4. Please note that withdrawal power must have been previously authorized.

Fees. \$30 per check with a \$10 stop-payment fee. No quarterly or annual fee applies.

☐ Yes ☐ No

3. Indicate Powers Delegated to This IR (Initial all that apply.)

Any of these powers may be revoked by providing written notice to Schwab. All Trustee(s)/Custodians(s) must initial the information below.

Trustee	Co-Trustee	Co-Trustee	Co-Trustee
Trustee	Co-Trustee	Co-Trustee	Co-Trustee
Trustee	Co-Trustee	Co-Trustee	Co-Trustee
Trustee	Co-Trustee	Co-Trustee	Co-Trustee

Trading Authorization. I authorize Schwab to execute trades in the Plan account at the direction of the IR under the Limited Power of Attorney (LPOA) terms set forth in the PCRA Plan Application.

Trading and Disbursement Authorization to Account Registration Only. I authorize Schwab to execute trades in the Plan account at the direction of the IR under the Limited Power of Attorney (LPOA) terms set forth in the PCRA Plan Application and to disburse funds as instructed by the IR. I authorize Schwab to remit checks, wire funds and otherwise to make disbursement of funds held in the account (1) to banks, broker-dealers, investment companies or other financial institutions to or for credit to an account of identical registration, or (2) to authorized Trustee(s)/Custodian(s) at address of record.

Trading Disbursement Authorization to Third-Party Registration. I authorize Schwab to execute trades in the Plan account and to disburse funds as instructed by the IR under the Limited Power of Attorney (LPOA) terms set forth in the PCRA Plan Application. I authorize Schwab to remit checks, wire funds and otherwise to make disbursement of funds held in the account (1) to banks, broker-dealers, investment companies or other financial institutions to or for credit to an account of identical or third-party registration, or (2) to authorized Trustee(s)/Custodian(s) or for credit to an account of a third-party registration.

Fee Payment Authorization. I authorize Schwab to pay recordkeeping fees and expenses to IR from the Plan account in the amount of the IR's invoice. I have authorized IR in writing to receive fee payments directly from the Plan account. Schwab will rely on the request submitted by IR, and will have no responsibility to verify fees so requested.

By signing this form, the Trustee(s)/Custodian(s) acknowledge(s) that if the Plan offers PCRA, the IR will have the ability to allocate money to/from a Plan-level account to/from a Participant account (PCRA), as well as to instruct Schwab with respect to the establishment and maintenance of Participant accounts, including processing address changes.



4. Paying Agent Services Terms and Conditions

The provisions governing Paying Agent Services are set forth below:

Appointment of Paying Agent

The Trustee(s) appoint(s) Charles Schwab Trust Bank to print and mail Plan distribution checks, wires and automated clearinghouse payments, and to perform related tax withholding, remittance and reporting functions, all pursuant to the terms of this Addendum, and Paying Agent hereby accepts such appointment. Charles Schwab Trust Bank and Charles Schwab & Co., Inc. are separate but affiliated companies and subsidiaries of The Charles Schwab Corporation.

Delegation of Authority to IR

The Trustee(s) delegate(s) its authority to direct payments under the Plan to IR in accordance with the disbursement authorization granted in the Application. The Paying Agent shall be fully protected in relying upon directions received from IR until the Paying Agent receives written notice from the Trustee(s) revoking such delegation. Notwithstanding the foregoing delegation of authority, the Trustee(s) retain(s) the right to separately direct the Paying Agent with respect to any payment from the Trust, and the Paying Agent shall be fully protected in relying upon such directions.

Payment Directions From IR and Trustee(s)

IR or the Trustee(s) will direct the Paying Agent, from time to time ("Payment Directions"), with respect to the timing, manner and amount of periodic and nonperiodic benefit payments payable to or for the benefit of Participants and beneficiaries under the Trust; the applicable federal and state income tax withholding obligations with respect to such payment; any revisions to existing payment directions, including, without limitation, stop-payment orders and changes relating to the identity of the payee, amount, tax withholding or manner of payment; and such other matters incidental to the foregoing as may arise from time to time. IR or the Trustee(s) may also provide the Paying Agent with Payment Directions with respect to payments to be made to parties other than Plan Participants and beneficiaries ("Third-Party Payments"). Notwithstanding anything to the contrary contained herein, the Trustee(s) shall be responsible for all tax withholding and/or tax reporting (including, without limitation, IRS Form 1099-MISC) with respect to any Third-Party Payments, and the Paying Agent shall have no responsibility for any tax withholding or tax reporting (including, without limitation, IRS Form 1099-MISC) with respect to any Third-Party Payments.

Reliance

The Trustee(s) and IR warrant that all transactions undertaken by the Paying Agent in accordance with Payment Directions received by it hereunder shall comply with the terms of the Plan and requirements of applicable laws and regulations, and the Paying Agent shall have no duty of inquiry with respect thereto. The Paying Agent shall be fully protected in relying upon any Payment Direction reasonably believed by it to

have been received from an authorized individual, which determination may be based solely upon a comparison of signatures on the Payment Direction with the most recent signature it has on file for such individual. In particular, the Paying Agent shall incur no liability in cases where an account holder makes payment on a stopped check and demands restitution from the Trust; in such cases, the Paying Agent shall notify IR or Trustee(s) and shall be fully protected in taking such further action as IR or Trustee(s) shall direct. In addition, IR and Trustee(s) acknowledge that Paying Agent shall in no event have any responsibility for any payments or disbursements that may be made from the account by any parties other than Paying Agent.

Paying Agent Fee Payment

The check fee set forth in Section 2 will be charged at the time a check is issued. Fees will be charged against any free cash in the account identified in Section 1 on the day of issue. Trustee(s) authorize Schwab to sell any Schwab proprietary money market mutual fund shares Trustee(s) may hold in this account to the extent necessary to pay the check fees. This authorization will remain in effect until termination of this Addendum.

Information

The Trustee(s) or IR, as appropriate, shall furnish the Paying Agent with any and all information necessary for the Paying Agent to process Payment Directions given by such entity. The Paying Agent shall be fully protected in relying conclusively on the accuracy of any information so furnished.

Manner of Direction

All Payment Directions made by the Trustee(s) or IR hereunder shall be in accordance with the method communicated by the Paying Agent from time to time and, except as otherwise agreed by the Paying Agent and the Trustee(s) in writing, via written communication delivered in person by first-class mail, postage prepaid; facsimile transmission; or by electronic transmission as agreed in writing by Schwab. Payment Directions made in writing or via facsimile transmission shall be on a preapproved form supplied by the Paying Agent and shall be signed on behalf of the Trustee(s) or IR by one or more authorized individuals as communicated from time to time by the Trustee(s) or IR to the Paying Agent in writing. The Paying Agent shall be fully protected in relying upon the continued authority of each individual named on the most recent list of authorized signers received by it from the Trustee(s) or IR.

The Trustee(s) or IR shall obtain and forward to the Paying Agent the specimen signature of each individual authorized to give written Payment Directions on its behalf.

Payments to Tax Authorities

The Paying Agent shall, in a timely manner, pay over to the appropriate taxing authority all amounts representing federal and state income taxes withheld by the Paying Agent at the direction of IR or Trustee(s).

Delays

Notwithstanding any other provision of the Addendum, the Paying Agent may, without liability, delay the processing of any Payment Directions pending its receipt of such additional confirmations, releases (including releases from proper taxing authorities), indemnities or other documentation as the Paying Agent may believe necessary or appropriate under the circumstances for its protection.

Altered Checks

In the event that the Paying Agent receives notice of any allegation that a benefit check has been altered or that the endorsement of a benefit check is missing, unauthorized or forged, the Paying Agent, upon receipt from the Trustee(s) of a notarized affidavit signed by the intended payee, shall pursue recovery of the funds on behalf of the intended payee or the Plan, but in no event shall the Paying Agent be liable for the amount of such funds absent a finding that it has failed to exercise ordinary care.

Reports

The Trustee(s) and IR shall promptly review any reports supplied by the Paying Agent and notify the Paying Agent in the event of any apparent discrepancies or in the event of any failure by the Paying Agent to properly process any Payment Direction given by the Trustee(s) or IR. To the extent permitted by law, the Paying Agent shall be fully discharged from liability with respect to any matter contained in any report to which the Trustee(s) or IR has/have failed to object in writing within sixty (60) days of receipt.

Indemnification

The Trustee(s) shall indemnify and hold the Paying Agent harmless with respect to any and all claims, demands, losses, damages, expenses (including attorneys' fees and other legal and litigation costs), judgments and liabilities arising from, out of or in connection with the services provided hereunder, except when determined to be due to the gross negligence or willful misconduct of the Paying Agent in performing its duties under this Addendum. In addition, the Trustee(s) will indemnify and hold harmless the Paying Agent from any penalties that may be assessed by the Internal Revenue Service or any other governmental authority with respect to the Paying Agent's failure to perform any tax withholding or tax reporting with respect to any Third-Party Payments. This indemnification is made by the undersigned Trustee(s) both in its/their capacity as Trustee(s) and in its/their individual capacity. This paragraph shall survive the termination of this Addendum and of the related Trustee Agreement.

Termination

This Paying Agent Addendum may be terminated by any of the Trustee(s), IR or the Paying Agent upon the giving of not less than sixty (60) days' prior written notice to the other parties.

Required Arbitration Disclosures. Regulatory authorities require that any brokerage agreement containing a predispute arbitration agreement must disclose that this agreement



4. Paying Agent Services Terms and Conditions (Continued)

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.
- 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, 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, 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.

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.

Inconsistencies

IR and the Trustee(s) agree that, in the event of any inconsistency between this Addendum and the Application, the terms of this Addendum shall control. IR and the Trustee(s) agree that, in the event of any inconsistency between this Addendum and the underlying Trust Agreement, the terms of this Addendum shall control.

Authority and Binding Effect

Each of the Trustee(s) and IR warrants that it has full power and authority to execute, deliver and perform this Addendum, that this Addendum has been duly executed and delivered by it, and that this Addendum constitutes the valid and binding obligation of such party in accordance with its terms. The Trustee further warrants that it is duly authorized by an appropriate Plan fiduciary to delegate additional powers to the IR as provided herein.

Entire Agreement; Governing Law

This Addendum, together with the Application, constitutes the entire agreement between the parties with respect to the subject matter hereof, and there are no other agreements or understandings relating to said subject matter between the parties other than those set forth herein. This Addendum shall be governed by and construed in accordance with the laws of the state of California.



5. Trustee/Custodian and IR Signature

This Addendum must be signed by all Trustee(s)/Custodian(s) currently authorized to act on the account with Charles Schwab & Co., Inc. An authorized agent of the Independent Recordkeeper firm must also sign this Addendum as acknowledgment of the changes to the features of the Plan. If additional signatures are required, please attach an additional sheet and include the information below.

By signing below, you are agreeing to the terms and conditions of Section 4.

THE AGREEMENT WITH SCHWAB INCLUDES A PREDISPUTE ARBITRATION CLAUSE. YOU ACKNOWLEDGE RECEIPT OF THE PREDISPUTE ARBITRATION CLAUSE CONTAINED IN SECTION 7, PAGE 6, OF THE SCHWAB PERSONAL CHOICE RETIREMENT ACCOUNT® (PCRA) 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		
X Trustee/Custodian Signature	Print Name	Date
X Co-Trustee/Custodian Signature	Print Name	Date
X Independent Recordkeeper Signature (must be an authorized agent of the IR firm)	Print Name	Date

