



Open a Schwab IRA

Schwab.com

1-800-435-4000
(inside the U.S.)

+1-415-667-8400
(outside the U.S.)

1-888-686-6916
(multilingual services)

We're here to help.

Welcome to Charles Schwab.

- Use this form to open an IRA, a SEP-IRA, or a SIMPLE IRA.
- If you are opening an IRA, return the form to Schwab.
- For details about small business retirement plans such as SIMPLE (Savings Incentive Match Plan for Employees) IRAs and SEP- (Simplified Employee Pension) IRAs, go to Schwab.com.
- If you are opening a SEP-IRA or SIMPLE IRA, return the form to your employer.
- SEP-IRA and SIMPLE employers: Attach your Adoption Agreement or IRS Form 5305-SEP and your Employer's Agreement with Schwab and return to Schwab along with this application.

As You Fill Out This Form, Please Remember To:

- Select the type of account in Section 1.
- Enclose a check or money order (\$1,000 minimum) or choose another funding option in Section 4.
- Complete, sign, and date the form in blue or black ink.

You'll find instructions on how to fill out this form in this column.

1

Select the Type of Account

Check only one box.

If you are self employed and establishing a SEP or SIMPLE IRA, check the employer box.

IRA

- Traditional IRA
- Roth Contributory IRA
- Rollover IRA

SEP-IRA

- Schwab SEP-IRA
- I am the employer
- I am an employee
- IRS 5305-SEP
- I am the employer
- I am an employee

SIMPLE IRA

- I am the employer
- I am an employee

Employer's Group ID Number

2

Tell Us About Yourself

We respect your privacy and will only use this information you provide to open and service your account(s), communicate with you, and provide information about products and services. Read about Schwab's privacy policy at schwab.com/privacy.

Account Holder

Name *Title, First* *Middle* *Last, Suffix*

Social Security Number Date of Birth (mm/dd/yyyy)

Mother's Maiden Name

Country(ies) of Citizenship:

USA Other(s)

Country of Legal Residence:

USA Other(s)

For Charles Schwab use only:

Account No.

Branch Office

2. Tell Us About Yourself (Continued)

Check only one box and provide the relevant information. For driver's licenses and government-issued IDs, list the state. For passports, list the country.

ID Type and Number:

Driver's License

Passport

U.S. Government-Issued ID

ID Number

Where Issued

Expiration Date (mm/dd/yyyy)

Are you known by any other name? Please specify.

Regulations require that you provide us with your legal address. No P.O. boxes, please.

Home/Legal Street Address

City **State** **Zip Code**

Include if different from home address. P.O. boxes may be used here.

Mailing Address

City **State** **Zip Code**

Home Phone - - **Work Phone** - - **Ext**

Cell Phone - -

Email Address

Current Marital Status:

Single

Married

Divorced

Widowed

Number of Dependents

Please check only one box. If more than one option applies, select your primary form of employment.

Employment Information:

Employed Student

Self-employed Homemaker

Retired Not Employed

Securities industry regulations require that we collect this information.

Please complete if employed or self-employed.

Employer Name

Industry **Occupation/Position**

Business Street Address

City **State** **Zip Code**

2. Tell Us About Yourself (Continued)

The next two questions are required.

If yes, you must attach a letter from your employer approving the establishment of your account when submitting this application.

Are you affiliated with or employed by a stock exchange or member firm of an exchange or FINRA, or a municipal securities broker-dealer?

Yes

No

Are you a director, 10% shareholder, or policy-making officer of a publicly held company?

Yes

No

Company Name **Trading Symbol**

Company Name **Trading Symbol**

Investment Experience:

None

Limited

Good

Extensive

Annual Income:

Under \$15,000

\$15,000-\$24,999

\$25,000-\$49,999

\$50,000-\$99,999

\$100,000 or more

Check all boxes that apply.

Overall Investment Objectives of Your IRA Account

Capital Preservation. You aim to minimize the potential of losing your initial investment.

Income. You aim to continue the level of your current income while recognizing and accepting the risks of income-generating investments.

Growth. You aim to increase the value of your investment over time while accepting price fluctuations and volatility.

Speculation. You are willing to assume a higher risk of loss in exchange for potentially higher returns.

3 Choose Your Account Features

Your Consent to Enroll in Schwab's Cash Features Program

The Cash Features Program is the service that we provide that permits the uninvested cash or "free credit balance" in your brokerage account to earn income while you decide how those funds should be invested. The attached Cash Features Program General Terms and Conditions will inform you of the general terms and conditions of the products available through our Cash Features Program.

By signing this Application, you consent to having the free credit balances in your brokerage account included in the Cash Features Program. You understand that the Schwab Bank Sweep feature is automatically included on your account. You also understand that if you have \$500,000 or more in eligible Household Balances, you may request a sweep money market fund as an alternative by speaking to your Schwab representative.

3. Choose Your Account Features (Continued)

You acknowledge receipt of the Cash Features Program General Terms and Conditions that is attached to this Application. You understand that the Cash Features Program and the individual products are governed by the Schwab IRA and ESA Account Agreement and acknowledge that additional information is available within the Cash Features Disclosure Statement for Individual Investors. You understand and agree that Schwab may upon 30 days' advance written notice (1) make changes to the terms and conditions of the Cash Features Program; (2) make changes to the terms and conditions of a product currently available through the Cash Features Program; or (3) move your free credit balances from one product to another product available under the Cash Features Program.

Paperless Services

Schwab offers electronic delivery of various materials, including trade confirmations, account statements, shareholder materials, and tax forms. If you have provided your email address, you will receive an email explaining how to receive paperless trade confirmations and the associated prospectuses and disclosures by email. Until we receive a response to our email, you will receive paper trade confirmations and disclosures through the U.S. mail. You may enroll in our electronic delivery services or return to delivery through the U.S. mail at any time by indicating your preferences online. If you have provided your email address but do not want to participate in Schwab's paperless services, please check the box below.

No, do not enroll the account in paperless services.

Choose your trade confirmation preference.

4. Choose How to Fund Your Account

If you are opening a SEP-IRA or SIMPLE IRA, skip to Section 5.

- A. Check or Money Order. Make payable to Charles Schwab & Co., Inc.
B. Direct Deposit or Schwab MoneyLink. Transfer minimum of \$100 per month.
C. Transfer of Account. Complete and attach a Schwab Transfer Your Account form.
D. Spousal Transfer. Transfer assets from an IRA that was inherited from your spouse.
E. Conversion. Convert a Schwab Traditional or Rollover IRA to a Schwab Roth Contributory IRA.

Account number input fields

1. Schwab IRA Account Number (Enter the number of the Schwab IRA account number you would like to convert. A new account number will be assigned for the new Roth IRA.)

- Full Conversion. The entire balance of your IRA will be converted.
Partial Conversion.

2. Tax Withholding Election.

Distributions from your IRA are generally subject to federal (and possibly state) income tax. Even if you elect in writing not to have federal and/or state income tax withheld, you are liable for payment of federal and state income taxes, if applicable, on the taxable portion of your distribution. You may also be subject to tax penalties under the estimated tax payment rules if your withholding and payment of estimated tax, if any, are not adequate. For more information, see IRS Publication 590.

Withholding income taxes may subject you to IRS penalties if you are under age 59 1/2 because the amount withheld is considered a distribution.

Please elect not to have withholding apply or elect to have withholding apply by checking one of the boxes below. If you do not make an election or have not previously made an election, Schwab is required to withhold 10% from your gross distribution for payment of federal (and possibly state) income tax.

- I do not want income tax withheld.
I want income tax withheld. Schwab will withhold federal income tax at a rate of 10%. If you reside in AR, CA, DE, GA, IA, KS, MA, ME, NC, NE, OK, OR, or VT and federal income tax withholding is applied, Schwab will also apply state income tax withholding based upon your state's minimum tax rate.

Attach a separate sheet of paper listing the name of each asset and the number of shares you want to convert.

Your tax withholding election will remain in effect on all distributions from the traditional IRA until you change or revoke it. You may change or revoke your tax withholding election at any time by submitting your request to Schwab.

4. Choose How to Fund Your Account (Continued)

F. Direct Rollover Conversion. Roll over assets from a Schwab Qualified Retirement Plan (e.g., Schwab Individual 401(k), 403(b)(7), QRP, or Keogh) to a Schwab Roth IRA.

Form for Schwab Qualified Retirement Plan account number

Complete and attach the appropriate Schwab Qualified Retirement Plan distribution form.

5. Choose Your Beneficiary(ies)

In the event of my death, pay the full value of my account (in equal proportions in the case of multiple beneficiaries unless I indicate otherwise) to the primary beneficiary(ies) as designated below. I understand that if a primary beneficiary predeceases me, the remaining portion will be divided proportionately among any surviving primary beneficiaries in the manner provided in the Charles Schwab & Co., Inc. Individual Retirement Plan.

If all of my primary beneficiaries predecease me, pay the full value of my account (in equal proportions in the case of multiple beneficiaries unless I indicate otherwise) to the contingent beneficiary(ies) as designated below. I understand that if a contingent beneficiary predeceases me, the remaining portion will be divided proportionately among any surviving contingent beneficiaries in the manner provided in the Charles Schwab & Co., Inc. Individual Retirement Plan.

If I do not designate a beneficiary or if all of my beneficiaries predecease me, pay the full value of my account to my estate.

I understand that I may change or revoke this designation at any time by completing a new IRA Beneficiary Form, which will become effective after Schwab confirms its receipt.

If I live in a state with community property statutes and do not designate my spouse as the sole primary beneficiary, I represent and warrant that my spouse has consented to such designation.

I understand that if Schwab determines that my beneficiary designation is not clear with respect to the amount of the distribution, the date on which the distribution shall be made, or the identity of the party or parties who will receive the distribution, Schwab will have the right, in its sole discretion, to consult counsel and to institute legal proceedings to determine the proper distribution of the account, all at the expense of the account, before distributing or transferring the account.

I hereby designate the individual(s) or entity(ies) below as my beneficiary(ies):

Type of beneficiary:

- Primary
Contingent

Form for primary beneficiary information including Name, Social Security Number, Date of Birth, Home/Legal Address, Contact Phone, and Email Address.

Type of beneficiary:

- Primary
Contingent

Form for contingent beneficiary information including Name, Social Security Number, Date of Birth, Home/Legal Address, Contact Phone, and Email Address.

5. Choose Your Beneficiary(ies) (Continued)

Type of beneficiary:

Primary Contingent

Share % Name
 - - Social Security Number / / Date of Birth (mm/dd/yyyy)
 Home/Legal Address
 - - Contact Phone Email Address

Type of beneficiary:

Primary Contingent

Share % Name
 - - Social Security Number / / Date of Birth (mm/dd/yyyy)
 Home/Legal Address
 - - Contact Phone Email Address

Type of beneficiary:

Primary Contingent

Share % Name
 - - Social Security Number / / Date of Birth (mm/dd/yyyy)
 Home/Legal Address
 - - Contact Phone Email Address

Type of beneficiary:

Primary Contingent

Share % Name
 - - Social Security Number / / Date of Birth (mm/dd/yyyy)
 Home/Legal Address
 - - Contact Phone Email Address

6

Enter Your Offer or Referral Code, If Any

This section is optional.

Offer/Referral Code

 Offer/Referral Code

 Offer/Referral Code

Terms and conditions may apply. Any taxes related to an offer are your responsibility. You should consult with your tax or legal advisor regarding any tax implications and the appropriate tax treatment of an offer. For more information regarding an offer, please call 1-866-469-7017.

7

Sign Your Account Authorization

By signing this Application, you hereby adopt the applicable Individual Retirement Plan that names Charles Schwab & Co., Inc. as custodian of this account, as further explained in the Charles Schwab & Co., Inc. Individual Retirement Plan or the SIMPLE Individual Retirement Plan, as applicable. You acknowledge that you have received and read the attached Application Agreement, which contains a predispute arbitration provision.

You acknowledge that your signature signifies and constitutes your agreement that this account and your relationship with Schwab will be governed by the Application Agreement and all incorporated agreements and disclosures, including, but not limited to, the applicable Individual Retirement Plan and Disclosure Statement, the Schwab IRA and ESA Account Agreement and the Charles Schwab Pricing Guide, each as amended from time to time. You understand there are fees associated with establishing, maintaining, engaging in transactions and transferring assets out of this account.

This account is established and effective when you receive your account number. You have the right to cancel the account within seven days from the date the account is established. The revocation will be reported to the IRS as a distribution.

You also acknowledge that, while bank deposit products available through Schwab—such as certificates of deposit offered on Schwab CD OneSource® and deposit products offered by Charles Schwab Bank—are insured by the Federal Deposit Insurance Corporation (FDIC) to the maximum extent provided by law, the securities products purchased or sold in a transaction with Schwab are not insured by the FDIC; are not deposits or other obligations of Schwab and are not guaranteed by Schwab Bank; and are subject to investment risks, including possible loss of the principal invested.

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

I certify under penalties of perjury, that (1) the number shown on this application is the correct Taxpayer Identification Number; and (2) I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and (3) I am a U.S. person, including: (a) a U.S. citizen or U.S. resident alien, (b) a partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, (c) an estate (other than a foreign estate), or (d) a domestic trust as defined in the IRS regulations; and (4) I am exempt from Foreign Account Tax Compliance Act (FATCA) reporting. I understand that I must cross out item 2 above, if I have been notified by the IRS that I am currently subject to backup withholding because I failed to report all interest and dividends.

The IRS does not require your consent to any provision of this document other than the certification required to avoid backup withholding.

The agreement with Schwab contains a predispute arbitration clause. You acknowledge receipt of the predispute arbitration clause contained in Section 10 of the application agreement.

7. Sign Your Account Authorization (Continued)

SIGN HERE



Account Holder Signature

Use blue or black ink.

Print Name *Title, First* _____ *Middle* _____ *Last, Suffix* _____

Today's Date (mm/dd/yyyy) / /

8

Next Steps

Did you remember to:

Enclose a check or money order (\$1,000 minimum) or choose another funding option in Section 4?

Return instructions

If you are opening an IRA, return the completed form to your nearest Schwab branch or mail it to any of the following addresses:

Regular Mail	Regular Mail	Overnight Mail	Overnight Mail
Charles Schwab & Co., Inc. Attn: IS Document Control P.O. Box 52114 Phoenix, AZ 85072-2114	Charles Schwab & Co., Inc. Attn: IS Document Control P.O. Box 628291 Orlando, FL 32862-8291	Charles Schwab & Co., Inc. Attn: IS Document Control 2423 E. Lincoln Drive Phoenix, AZ 85016	Charles Schwab & Co., Inc. Attn: IS Document Control 1958 Summit Park, Ste. 200 Orlando, FL 32810

If you are opening a SEP-IRA or SIMPLE IRA, return the completed form to your employer.

For Charles Schwab use only:

Account No.

Branch Office

Customer ID No.

Source Code

Approved By

Print Name

Date



Schwab IRA Application Agreement

- This agreement relates to your IRA and is part of the Account Agreement between each account holder and Charles Schwab Co., Inc. ("Schwab").
- Please read and retain for your files.
- You do not need to return this agreement to Schwab.

Section 1: Scope of Agreement.

Your agreement with Schwab consists of the terms set forth in this Application Agreement and the terms set forth in the applicable Individual Retirement Plan and Disclosure Statement, and the Schwab IRA and ESA Account Agreement, which incorporates the Charles Schwab Pricing Guide and a number of other important disclosures. The applicable Individual Retirement Plan and Disclosure Statement and the Schwab IRA and ESA Account Agreement are provided with this Application or at the opening of your Account. You agree to contact Schwab if you do not receive the applicable Individual Retirement Plan and Disclosure Statement and the Schwab IRA and ESA Account Agreement.

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

Section 2: Acceptance of Agreement and Disclosures.

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

Section 3: Your Representations and Warranties.

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

Section 4: Account Handling.

Schwab will automatically hold all of your securities purchased, sales proceeds, dividends and interest. Schwab will also release your name, address and securities positions to companies in which we hold securities for your Account upon request, unless you notify us otherwise in writing.

Section 5: Responsibility for Investment Decisions.

You agree that you and any agent under a power of attorney or Investment Advisor (if you have one) are solely responsible for investment decisions in your Account, including whether to buy or sell a particular security. Unless required by law, or unless Schwab provides advice to you that is clearly identified as an individualized recommendation for you, you understand that Schwab has no obligation to determine whether a particular transaction, strategy or purchase or sale of a security is suitable for you. Your obligation includes an affirmative duty to monitor and stay informed about your Account and your investments and respond to changes as you deem appropriate.

Unless Schwab otherwise agrees with you in writing, Schwab does not have any discretionary authority or obligation to review or make recommendations for the investment of securities or cash in your Account. You acknowledge that Schwab does not provide tax or legal advice.

Section 6: Payment of Indebtedness.

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

Section 7: Liquidations.

Whenever it is necessary for our protection or to satisfy a debit in your Account or other obligation owed us with respect to your Account (including the payment of any fees and expenses relating to your Account that are assessed from your Account), you authorize and direct Schwab to sell, assign and deliver all or any part of the property in your Account, close any or all transactions in your Account, or restrict activity in your Account as may be necessary from time to time to satisfy any such debit or obligation. You further authorize and direct us to choose which property to buy or sell, which transactions to close, and the sequence and timing of liquidation. We may take such actions on whatever exchange or market and in whatever manner (including public auction or private sale) that we choose in the exercise of our business judgment. You agree not to hold us liable for the choice of which property to buy or sell or of which transactions to close or for timing or manner of liquidation or any tax consequences from such actions.

This serves as your direction and authorization to us, without any additional notice to you. No demand or notice shall impose on Schwab any obligation to make such demand or provide such notice to you in the future. Any such notice or demand is hereby expressly waived, and no specific demand or notice shall invalidate this waiver.

Section 8: Verification.

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

Section 9: Required Arbitration Disclosures.

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

- All parties to this Agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.
- Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
- The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
- The arbitrators do not have to explain the reason(s) for their award unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 20 days prior to the first scheduled hearing date.
- The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
- The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.
- The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this Agreement.

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

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

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

Section 10: Arbitration Agreement.

Any controversy or claim arising out of or relating to (i) this Agreement, any other agreement with Schwab, an instruction or authorization provided to Schwab or the breach of any such agreements, instructions, or authorizations; (ii) the Account, any other Schwab account or Services; (iii) transactions in the Account or any other Schwab account; (iv) or in any way arising from the relationship with Schwab, its parent, subsidiaries, affiliates, officers, directors, employees, agents or service providers ("Related Third Parties"), including any controversy over the arbitrability of a dispute, will be settled by arbitration.

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

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

Such arbitration will be conducted by, and according to the securities arbitration rules and regulations then in effect of, the Financial Industry Regulatory Authority (FINRA) or any national securities exchange that provides a forum for the arbitration of disputes, provided that Schwab is a member of such national securities exchange at the time the arbitration is initiated. Any party may initiate arbitration by filing a written claim with FINRA or such eligible national securities exchange. If arbitration before FINRA or an eligible national securities exchange is unavailable or impossible for any reason, then such arbitration will be conducted by, and according to the rules and regulations then in effect of, the American

Arbitration Association (AAA). If arbitration before the AAA is unavailable or impossible for any reason, the parties agree to have a court of competent jurisdiction appoint three (3) arbitrators to resolve any and all disputes or controversies between or among the parties. Each party shall bear its own initial arbitration costs, which are determined by the rules and regulations of the arbitration forum.

In the event of financial hardship, the arbitration forum may waive certain costs in accordance with such rules. At the conclusion of the hearing, the arbitrators will decide how to assess the costs of the arbitration among the parties.

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

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

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

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

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

Section 11: Waiver of Class Action or Representative Action.

Neither you nor Schwab shall be entitled to arbitrate any claims as a class action or representative action. You and Schwab agree that any actions between us and/or Related Third Parties shall be brought solely in our individual capacities. You and Schwab hereby waive any right to bring a class action, or any type of representative action against each other or any Related Third Parties in court. You and Schwab waive any right to participate as a class member, or in any other capacity, in any class action or representative action brought by any other person, entity or agency against Schwab or you.

Section 12: Electronic Copies.

The electronically stored copy of your (or your agent's) signature, any written instructions or authorizations, the Account Application and the Agreement and Disclosures is considered to be the true, complete, valid, authentic and enforceable record, admissible in judicial, administrative or arbitration proceedings to the same extent as if the documents and records were originally generated and maintained in printed form.

You agree to not contest the admissibility or enforceability of Schwab's electronically stored copy of such documents in any proceeding between you and Schwab.

Section 13: Float.

You agree that Schwab may retain as compensation for services your Account's proportionate share of any interest earned on aggregate cash balances held in Schwab's bank account with respect to (1) assets awaiting investment or (2) assets pending distribution from your Account. Such interest retained by Schwab shall generally be at money market rates. Schwab's receipt of such compensation is further described in the Agreements and Disclosures.

Section 14: Unclaimed Property.

If no activity occurs in the Account within the time period specified by applicable state law, the Account may be transferred to the appropriate state.

Section 15: Information About SIPC.

To obtain information about Securities Investor Protection Corporation (SIPC), including an explanatory SIPC brochure, please contact SIPC at www.sipc.org or 1-202-371-8300.

Section 16: 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. If you would like a printed description of Schwab's lottery system mailed to you, please contact a Schwab representative at 1-800-435-4000.