

These terms relate to your account and are part of the Account Agreement between each Account Holder and Schwab. Please retain for your files.

- (1) I understand that my 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 applicable *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. I agree to contact Schwab if I do not receive the applicable Individual Retirement Plan and Disclosure Statement and the Schwab IRA and ESA Account Agreement. In addition, I 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." I agree to read the Agreement and Disclosures carefully and retain copies for my records.
- (2) I agree that the Agreement and Disclosures govern all aspects of my relationship with Schwab, including all transactions between Schwab and me and all products and services now or in the future offered through Schwab. Schwab may rely on my use of Schwab's products and services as evidence of my continued acceptance of the Agreement and Disclosures.
- (3) I understand that the Account will earn income on funds invested in the Schwab Money Fund designated on this Application in accordance with the terms of the prospectus of said fund.

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

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.

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.

Trading Authorization. If I have indicated on this Account Application ("AA") that the Investment Advisor ("IA") named above, which I understand may be referred to as "Investment Manager" or "IM" in other documentation relating to my Account, will have the authority to direct Schwab to execute trades in my Account, I authorize Schwab to accept instructions from IA regarding my Account, and to take all other actions necessary or incidental to the execution of such instructions, as IA shall direct. If my Account is authorized for option trading, Schwab is authorized to accept instructions from IA to purchase and sell (write) covered options contracts on securities and securities-related indexes, up to my approved level of option trading strategy. Schwab, and other people to whom Schwab has given instructions in order to implement the IA's instructions, may rely on IA's instructions without obtaining my approval, counter-signature or co-signature. IA'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 (if I have authorized trading options), mutual fund shares, evidences of indebtedness and any other securities, instruments or contracts relating to securities.

I authorize Schwab to take such actions as Schwab deems reasonably necessary to carry out instructions Schwab receives from me and/or IA. I further authorize Schwab, acting upon IA's instructions, to aggregate transaction orders for my Account with orders for one or more other accounts over which IA has trading authorization or to accept or deliver assets in transactions executed by other broker-dealers where IA has so aggregated orders. I agree that if any such aggregated order is executed in more than one transaction, my portion of such order may be deemed to have been executed at the weighted average of the prices at which all of such transactions were executed.

Fee Payment Authorization. If I have indicated on this Application that my IA will have fee payment authority over my Account, I authorize Schwab to pay investment advisory and related fees from my Account or another account registered to my name over which I have granted IA Fee Payment Authorization in the amount of my IA's instructions. I have authorized my IA in writing to receive fee payments directly from my Account. Schwab may rely on the instructions submitted by my IA, and will have no responsibility to confirm those instructions with me or verify the fees. Schwab may redeem money market fund

shares in my Account to the extent necessary to pay these fees. My IA's fees debited from my Account will appear on Schwab's statements of my Account.

Disbursement Authorization. If I have indicated on this AA that my IA will have trading and disbursement authority over my Account, I have authorized my IA to take the following actions, and I instruct Schwab to permit my IA to (1) place trades in my account as provided under the Trading Authorization heading in this Account Application Agreement; (2) remit checks to me at my address of record; and (3) journal cash and/or securities to a Schwab brokerage account on which I am named account holder (known as a first-party transfer). This disbursement authorization does not apply to wire disbursements; Schwab MoneyLink® distributions; or direct, ongoing electronic payments of dividends, interest, and money market income, which use separate forms.

Note: 1) You acknowledge that any disbursement made to you personally may constitute a taxable distribution. 2) Certain transfers between IRAs may be permitted. Please contact your IA.

Role of Charles Schwab & Co., Inc. I acknowledge and agree that: Schwab will merely carry out transactions as directed by me and/or IA as the case may be; I (and not Schwab) am responsible for investigating and selecting IA; except in the case of Schwab's affiliated IA, Charles Schwab Investment Management, Inc. ("CSIM"), IAs are not affiliated with, or controlled or employed by, Schwab; and Schwab has no duty to supervise or monitor trading by me or by IA, including CSIM, in my Account. Schwab will send me confirmations of my trades executed through Schwab and statements of all activity in my Account. I authorize Schwab to obtain from IA, and IA to provide to Schwab, information regarding my Account as Schwab may reasonably request.

If any of IA's employees is associated with a member of FINRA, NYSE or affiliate, Schwab is authorized to deliver information concerning my Account to such member upon request. If my IA and/or I direct Schwab to act as custodian of non-publicly traded assets, I acknowledge and agree: (1) that non-publicly traded assets generally lack a liquid market and that the value of such assets may be difficult to ascertain; (2) that any estimated value reflected on my account statement or other communication from Schwab is for informational purposes only and may be significantly different from the actual market value or the liquidation value of such assets; (3) that I will provide Schwab with annual instruction, no later than January 15 each year, regarding the fair market value of these assets as of the preceding December 31, for purposes of Internal Revenue Service (IRS) reporting, and I agree to indemnify and hold Schwab harmless from any consequences, including penalties assessed by the IRS, resulting from following my valuation instructions; (4) that if I do not provide Schwab



with valuation instructions by the due date, Schwab may request an appraisal from a third party and charge the cost of the appraisal to my IRA; (5) that Schwab reserves the right to require an appraisal, in form and substance satisfactory to Schwab in its sole discretion, before complying with any direction to make a distribution of any non-traded asset from the IRA; (6) that Schwab may require that I sign an addendum to my Account Agreement if Schwab agrees, in the exercise of its discretion, to accept custody of any non-publicly traded assets in my Account. I authorize Schwab to obtain from IA, and IA to provide to Schwab, information regarding my Account as Schwab may reasonably request. If any of IA's employees is associated with a member of FINRA, NYSE or affiliate, Schwab is authorized to deliver information concerning my Account to such member upon request. I acknowledge, understand and agree that (1) Schwab Advisor Network® ("Network") member advisors ("Network member advisors") pay Schwab fees to be members; (2) Network member advisors, including IA, are independent and not employees or agents of Schwab; (3) Schwab prescreens Network member advisors and checks their experience and credentials against criteria Schwab sets; (4) neither an IA's membership in Schwab Advisor Network nor CSIM's affiliation with Schwab changes that (A) I am solely responsible for (i) the decision to hire IA, (ii) what authority to give IA and (iii) evaluating IA's services and performance; and (B) Schwab (i) does not supervise IA and (ii) takes no responsibility to monitor IA's performance or transactions in the Account; and (5) if I was referred to IA through the Schwab Advisor Network® or referred to Windhaven® Strategies or ThomasPartners® Strategies that are managed by CSIM, I have received, read and understood the Schwab Advisor Network Disclosure Document and the Disclosure Brochures for Windhaven and ThomasPartners strategies managed by CSIM.

Products and Services Provided to IA. Schwab may provide IA, at no fee or at a discounted fee, with research, software and other technology, information and consulting services, and other products and services that benefit IA. Schwab's provision of these products and services to IA may be based upon clients of IA placing a certain amount of assets in their brokerage accounts at Schwab (i.e., custodial assets at Schwab) within a certain period of time. IA may be influenced by this commitment in recommending or requiring that its clients establish brokerage accounts at Schwab. These products and services may not necessarily benefit my Account.

Pricing. Schwab and IA may agree to pricing (including commissions and transaction account and service fees) for my Account and IA's other clients' accounts at Schwab based upon the nature and scope of business that IA transacts with Schwab, including the current and future expected amount of IA's clients' assets custodied at Schwab, the types of securities managed by IA and/or expected

frequency of IA's trading. Schwab may change this pricing if the nature and scope of business that IA transacts with Schwab changes or does not reach agreed-upon levels, in which case pricing for IA's clients' accounts, including my Account, may increase to an amount determined by Schwab not to exceed Schwab's standard pricing as published in the then-current applicable Charles Schwab Pricing Guide.

Schwab's Privacy Policy and Disclosure of Information. Schwab respects your privacy. Schwab will use the information you provide to open and service your Account, to communicate with you when necessary, to provide you with additional information about products and services and to provide to your IA, and certain third parties as your IA directs Schwab, information as provided in this AA. Pursuant to your Account Agreement, Schwab may disclose information about you and your Account to certain other third parties. Please call Schwab at 1-800-515-2157 for a copy of Schwab's privacy policy.

Termination of Authorizations. The authorizations I have granted in this AA will remain effective until I or IA have revoked or terminated any of them by giving notice to Schwab, either by mail, telephone, facsimile, telegraph, messenger, electronic mail, voice mail or otherwise; provided, however, that Schwab reserves the right to require written notice or confirmation that such authorization has been terminated or revoked. I understand that I may revoke or terminate all authorizations or designations conferred herein at any time. Unless revoked or terminated by me, all authorizations and designations conferred herein to IA shall continue to apply to IA's successors or assigns. Such revocation will not affect my obligation resulting from transactions initiated prior to Schwab's receipt of such notice. I understand that if Schwab terminates its Investment Manager Service Agreement with IA, Schwab will not be obligated to honor any further instructions from IA; I will have exclusive control over, and responsibility for, my Account; and unless Schwab notifies me otherwise, my Account will become a Schwab retail brokerage account subject to all terms and conditions applicable thereto, including fees and commissions, investment products and other services available to Schwab retail customers. Schwab will notify me as soon as reasonably possible after any such termination.

Indemnification. I agree to indemnify and hold harmless Schwab, its affiliates and their directors, officers, employees and agents from and against all claims, actions, costs and liabilities, including attorneys' fees, arising out of or relating to: (1) their reliance on this AA and (2) Schwab's execution of my or my IA's instructions.

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

at any time throughout the life of the Account, and thereafter for debt collection or investigative purposes.

Suitability. From time to time, Schwab may make available investment research and information ("Schwab research"). I agree and acknowledge that my IA and I are responsible for the transactions in my Account, including assessing the suitability of transactions for my Account, even if Schwab research was used in making the investment decisions for my Account.

Account Ownership. If this is an IRA established by a custodian for a minor, I agree and acknowledge that the IRA is governed by the Uniform Transfers to Minors Act (UTMA) or the Uniform Gifts to Minors Act (UGMA). I agree that the Account is irrevocably vested in and belongs to the minor, to be used for the sole benefit of the minor, and delivered to the minor promptly upon attaining the age of majority (or other age specified for termination under applicable state law). I consent to Schwab: (i) sending, by mail, electronic delivery and/or other means, duplicate copies of account trade confirmations, account statements and any other information relating to me and my Accounts to my IA and MM, if and in such manner as requested by my IA and MM; (ii) sending such information about me and my Accounts to third parties as my IA or MM shall direct Schwab; and (iii) disclosing information about me and my Accounts to other third parties as provided in Schwab's privacy policy, this Account Application and the Account Agreement.

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.

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.

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 Schwab Alliance at 1-800-515-2157.

