

# Schwab One® Brokerage Account Application

*charles* SCHWAB

- Use this form to open a brokerage account. If you reside outside the U.S., do **not** use this form. Contact us at +1-415-667-5009 to request the Schwab One International® Account Application.
- \$1,000 minimum deposit required to open an account. The Schwab One account minimum is waived if you open a Schwab Bank Investor Checking™ account, or if you establish a \$100 monthly transfer to your Schwab One account through either direct deposit or Schwab MoneyLink®

www.schwab.com  
 1-800-435-4000 (inside the U.S.)  
 +1-415-667-5009 (outside the U.S.)  
 1-888-686-6916 (multilingual services)

## 1. Account Holder Information

Complete all sections below. We respect your privacy. Charles Schwab & Co., Inc. ("Schwab") will use the information you provide to open and service your accounts, communicate with you, and provide information about products and services. Read about Schwab's privacy policy at [www.schwab.com/privacy](http://www.schwab.com/privacy). As required by federal law, Schwab will use the information provided below to verify your identity.

**Title Your Account.** Select only one; state laws vary.

- Individual**     **Joint Tenants with Right of Survivorship**     **Tenants in Common**—If one owner dies, his/her interest passes to the surviving owner(s).     **Community Property**—For married couples in AZ, CA, ID, LA, NM, NV, TX, WA and WI only. Laws vary by state.

### Account Holder

Name (First) (Middle) (Last)		
Home Street Address (no P.O. boxes)		
City, State, Zip Code		Years at Address
Previous Home Street Address, City, State, Zip Code (if at current address for less than five years)		
Mailing Address, City, State, Zip Code (if different from above; P.O. boxes may be used)		
Home Telephone Number ( ) ( ) ( )	Business Telephone Number ( ) ( ) ( )	Cellular Telephone Number ( ) ( ) ( )
Email Address* (Required to access your account through the web.)		

Social Security/Tax ID Number	Date of Birth (mm/dd/yyyy)	Mother's Maiden Name
ID Number	<input type="checkbox"/> Driver's License <input type="checkbox"/> State <input type="checkbox"/> Passport	
Place of Issuance	Issue Date	Expiration Date
Are you known by any other name? Specify:		
Country(ies) of Citizenship (Must list all) <input type="checkbox"/> USA <input type="checkbox"/> Other: _____		Country of Legal Residence <input type="checkbox"/> USA <input type="checkbox"/> Other: _____

Securities industry regulations require that we collect the following information:

Check only one: <input type="checkbox"/> Employed <input type="checkbox"/> Self-employed <input type="checkbox"/> Retired <input type="checkbox"/> Student <input type="checkbox"/> Homemaker <input type="checkbox"/> Not employed		
Employer	Occupation/Position	
Business Street Address	City, State, Zip Code	
Are you affiliated with or employed by a stock exchange or member firm of an exchange or the NASD, or a municipal securities broker-dealer? <input type="checkbox"/> No <input type="checkbox"/> Yes (if "yes," you must attach a letter from your employer approving the establishment of your account when submitting this application.)		
Are you a director, 10% shareholder or policy-making officer of a publicly held company? <input type="checkbox"/> No <input type="checkbox"/> Yes (if "yes," enter company name _____ and trading symbol _____.)		
Marital Status <input type="checkbox"/> Married <input type="checkbox"/> Single <input type="checkbox"/> Divorced	Number of Dependents	
Investment Experience: <input type="checkbox"/> None <input type="checkbox"/> Limited <input type="checkbox"/> Good <input type="checkbox"/> Extensive	Annual Income: <input type="checkbox"/> Under \$15,000 <input type="checkbox"/> \$15,000-\$24,999 <input type="checkbox"/> \$25,000-\$49,999 <input type="checkbox"/> \$50,000-\$99,999 <input type="checkbox"/> \$100,000 or More	Liquid Net Worth: <input type="checkbox"/> Under \$25,000 <input type="checkbox"/> \$25,000-\$49,999 <input type="checkbox"/> \$50,000-\$99,999 <input type="checkbox"/> \$100,000-\$249,999 <input type="checkbox"/> \$250,000 or More Specify: _____

### Additional Account Holder (if applicable)

Name (First) (Middle) (Last)		
Home Street Address (no P.O. boxes)		
City, State, Zip Code		Years at Address
Previous Home Street Address, City, State, Zip Code (if at current address for less than five years)		
Mailing Address, City, State, Zip Code (if different from above; P.O. boxes may be used)		
Home Telephone Number ( ) ( ) ( )	Business Telephone Number ( ) ( ) ( )	Cellular Telephone Number ( ) ( ) ( )
Email Address* (Required to access your account through the web.)		

Social Security/Tax ID Number	Date of Birth (mm/dd/yyyy)	Mother's Maiden Name
ID Number	<input type="checkbox"/> Driver's License <input type="checkbox"/> State <input type="checkbox"/> Passport	
Place of Issuance	Issue Date	Expiration Date
Are you known by any other name? Specify:		
Country(ies) of Citizenship (Must list all) <input type="checkbox"/> USA <input type="checkbox"/> Other: _____		Country of Legal Residence <input type="checkbox"/> USA <input type="checkbox"/> Other: _____

Securities industry regulations require that we collect the following information:

Check only one: <input type="checkbox"/> Employed <input type="checkbox"/> Self-employed <input type="checkbox"/> Retired <input type="checkbox"/> Student <input type="checkbox"/> Homemaker <input type="checkbox"/> Not employed		
Employer	Occupation/Position	
Business Street Address	City, State, Zip Code	
Are you affiliated with or employed by a stock exchange or member firm of an exchange or the NASD, or a municipal securities broker-dealer? <input type="checkbox"/> No <input type="checkbox"/> Yes (if "yes," you must attach a letter from your employer approving the establishment of your account when submitting this application.)		
Are you a director, 10% shareholder or policy-making officer of a publicly held company? <input type="checkbox"/> No <input type="checkbox"/> Yes (if "yes," enter company name _____ and trading symbol _____.)		
Marital Status <input type="checkbox"/> Married <input type="checkbox"/> Single <input type="checkbox"/> Divorced	Number of Dependents	
Investment Experience: <input type="checkbox"/> None <input type="checkbox"/> Limited <input type="checkbox"/> Good <input type="checkbox"/> Extensive	Annual Income: <input type="checkbox"/> Under \$15,000 <input type="checkbox"/> \$15,000-\$24,999 <input type="checkbox"/> \$25,000-\$49,999 <input type="checkbox"/> \$50,000-\$99,999 <input type="checkbox"/> \$100,000-\$249,999 <input type="checkbox"/> \$100,000 or More	Liquid Net Worth: <input type="checkbox"/> Under \$25,000 <input type="checkbox"/> \$25,000-\$49,999 <input type="checkbox"/> \$50,000-\$99,999 <input type="checkbox"/> \$100,000-\$249,999 <input type="checkbox"/> \$250,000 or More Specify: _____

\*By providing your email address, you consent to receiving email from Schwab. Information about opting out of certain email communications is provided at [www.schwab.com/privacy](http://www.schwab.com/privacy).

**Investment Products: Not FDIC-Insured • No Bank Guarantee • May Lose Value**



2. Overall Investment Objective of Account

- Capital Preservation Income Growth Speculation

3. Brokerage Features

Margin Borrowing

A Margin Account allows you to borrow from Schwab against your collateral. You can use a margin loan for such things as (1) purchasing additional securities using leverage with a view to enhancing investment returns, (2) selling securities short, or (3) obtaining short-term financing or overdraft protection.

Margin borrowing is automatically included, unless you check this box. Do NOT ADD margin borrowing.

Cash Features

The Schwab One Interest feature is automatically included on your account. This feature pays interest on the uninvested cash in your account. Rates are set by Schwab and are generally based on your Household Balances.

Clients with \$500,000 or more in Household Balances may request a sweep money market fund as an alternative by speaking to their Schwab representative. The yields of sweep money market funds are generally higher than interest rates offered by either Schwab or Schwab Bank.

Schwab's Cash Features are further described in Schwab's Cash Features Disclosure Statement for Individual Investors, which you will receive at account opening. Please contact Schwab for current information on interest rates and money market yields.

\*FDIC insurance is available up to \$100,000 (when aggregated with all other deposits held by you in the same capacity at Schwab Bank). Please see the Cash Features Disclosure Statement for Individual Investors for information about FDIC insurance.

Electronic Trade Confirmations ("eConfirms")

If you have provided your email address, you will soon receive an email that will tell you 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.

No, at this time I do not want eConfirms.

4. Cash Management

Please select one of the following options for your everyday cash management needs. Both solutions offer great value, including unlimited checkwriting, unlimited ATM fee rebates, no monthly fees, free checks, free bill pay and a Visa Platinum Check Card.

A. Schwab Bank Investor Checking Account at Schwab Bank. Complete the attached Schwab Bank Investor Checking Account Application. A separate, full-featured, interest-bearing checking account will be linked to your Schwab One Brokerage account.

B. Schwab One Brokerage Checks and Visa Platinum Check Cards. (Complete ONLY if you have NOT checked the box for Schwab Bank Investor Checking account.)

Select one of the following options to access the cash in your Schwab One Brokerage account:

- Checks only
Checks and Visa Check Card
Checks and two Visa Check Cards

Upon receipt of your starter checks, you may contact a Schwab representative to order additional customized checks at no cost. For Schwab BillPay, log in to schwab.com for online enrollment.

1You must be a U.S. resident or a resident alien currently residing in the U.S. to open a Schwab Bank Investor Checking account.

2Charles Schwab Bank, N.A. is an FDIC-insured depository institution affiliated with Schwab. Funds deposited in a Schwab Bank Investor Checking account are insured by the Federal Deposit Insurance Corporation up to \$100,000 when aggregated with all other deposits held by you in the same capacity at Schwab Bank.

3Second Visa Check Card available only for issuance in additional account holder's name.

5. Fund Your Schwab One Brokerage Account

- Check or money order made payable to Charles Schwab & Co., Inc. enclosed for \$
Transfer Your Account form enclosed.
Electronic transfer via Schwab MoneyLink (Schwab MoneyLink Electronic Funds Transfer Enrollment Form enclosed).
Direct deposit-With this service, you can have part of your paycheck, government payment, or other recurring payment deposited directly into your Schwab account.

Table with 10 columns for branch office and account number, labeled 'FOR CHARLES SCHWAB USE ONLY'.

6. Authorization to Open Account

By signing this Application, you acknowledge that you have received and read a copy of 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 the Schwab One Account Agreement and the Charles Schwab Pricing Guide, each as amended from time to time (the "Agreement and Disclosures"). You understand there are fees associated with establishing,

maintaining, engaging in transactions and transferring assets out of this Account. Unless you have declined the margin feature, you acknowledge that securities securing loans from Schwab may be lent to Schwab and lent by Schwab to others. You also acknowledge that if you trade "on margin," you are borrowing money from Schwab and that you understand the requirements and risks associated with margin borrowing as summarized in the "Overview and Disclosure Statement" included with this Application. You also acknowledge that the securities products purchased or sold in a transaction with Schwab

(i) are not insured by the Federal Deposit Insurance Corporation ("FDIC"); (ii) are not deposits or other obligations of Charles Schwab and are not guaranteed by Schwab Bank; and (iii) 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. The term "Schwab Bank" refers to Charles Schwab Bank, N.A.

You certify under penalty of perjury that (1) the number shown on this Application is your correct taxpayer number; (2) you are not subject to back-up withholding because (a) you are exempt from back-up withholding, or (b) you have not been notified by the Internal Revenue Service (IRS) that you are subject to back-up withholding as a result of a failure to report all interest and dividends, or (c) the IRS has notified you that you are no longer subject to back-up withholding; and (3) you are a U.S. person (including a U.S. resident alien). (You understand that if you have been notified by the IRS that you are subject to back-up withholding as a result of dividend or interest underreporting and you have not received a notice from the IRS advising you that back-up withholding is terminated, you must strike or cross out the information contained in item 2 above.) The IRS does not require your consent to any provision of this document other than the certification required to avoid back-up withholding.

NOTE THAT SECTION 16 ON PAGE 2 OF THE ATTACHED APPLICATION AGREEMENT CONTAINS A PREDISPUTE ARBITRATION AGREEMENT.

PLEASE SIGN AND DATE BELOW IN BLUE OR BLACK INK ONLY. Your signature below will also serve as a signature card for your Schwab One Brokerage account checks.

Signature(s) Required X Account Holder Signature Print Name Date X Additional Account Holder Signature Print Name Date

FOR CHARLES SCHWAB USE ONLY: Branch Office and Account Number DDA Number Customer ID Number Source Code Approved By Print Name of Approver Date





# Schwab Bank Investor Checking™ Account Application

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BANK

www.schwab.com  
1-800-435-4000  
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To apply for your Schwab Bank Investor Checking account ("Investor Checking"), you must also complete this application.

We respect your privacy. Charles Schwab Bank, N.A. ("Schwab Bank") will use the information you provide during the Schwab One® Brokerage account application process to open and service your Investor Checking account, communicate with you and provide information about products and services. Schwab Bank does not consider your marital status when processing your Investor Checking account application. Read about our privacy policy in Schwab Bank's *A Commitment to Your Privacy*. As required by federal law, we will use the information you provide to verify your identity. You must be a U.S. resident or resident alien and have a U.S. mailing address to open an Investor Checking Account.

## 1. Investor Checking Features

### Schwab Bank Bill Pay

This online electronic bill payment feature is automatically provided at no additional charge, unless you check the box below.

Do NOT ADD electronic bill payment.

### Target Balance Transfer

This feature systematically transfers available funds\* from your Brokerage account, up to your Authorization Limit, not including your Available Margin Loan Value (as described in the *Schwab One Account Agreement*), to your Investor Checking account, each business day, to maintain a minimum balance ("Target Balance Amount") that you may designate below for your Investor Checking account.† If you select this feature, your Investor Checking account will initially be funded using this method. For more details on this authorization, please see Paragraph 7 of the Schwab Bank Investor Checking Signature Card and Account Terms.

Yes, I would like to activate the Target Balance Transfer feature. Set my Target Balance Amount at \$ \_\_\_\_\_ (may equal any whole dollar amount of \$1 or more). If you do not specify an amount, we will set the amount at \$5,000.

\*Most check deposits made to your Schwab Brokerage account are available for withdrawal in two to five business days. Foreign and non-U.S. dollar checks are subject to a longer hold period. Only available funds may be transferred to your Investor Checking account from your Schwab One Brokerage account.

†The Target Balance Transfer sweep will decrease available funds in your Brokerage account and may affect funds designated for trading purposes. If you have a margin feature on your Brokerage account, the Target Balance Transfer sweep will not access it.

### Overdraft Protection

This feature automatically transfers funds from your Brokerage account, up to your Authorization Limit, including Available Margin Loan Value, to your Investor Checking account in order to provide you with coverage against nonsufficient funds.‡ To discontinue this feature, please contact a Schwab representative after your account has been opened.

‡Overdraft protection using margin sources may create a margin loan in your Brokerage account that may be subject to daily interest charges, margin calls or potential liquidation of securities. Refer to the *Schwab Bank Deposit Account Agreement* and your *Schwab One Account Agreement* for details.

## 2. Fund Your Account (Do not complete this section if you selected Target Balance Transfer above—skip to Section 3.)

You must initially fund your Investor Checking account in order to activate the account features such as Schwab Bank Bill Pay. Note that deposits may not be available for immediate withdrawal. Please select only one of the funding options below:

**Schwab One Brokerage Account Transfer** By selecting this option, you authorize Schwab Bank to initiate a one-time transfer from your linked Brokerage account up to your Authorization Limit. For more details on this authorization, please see Paragraph 7 of the Schwab Bank Investor Checking Signature Card and Account Terms.

Transfer \$ \_\_\_\_\_

**Electronic Funds Transfer** ("ACH Transfer"). By selecting this option, you authorize a one-time ACH Transfer from your checking or savings account at another financial institution. You must attach an original, preprinted, voided check or preprinted savings account deposit slip to this application. For more details on this authorization, please see Paragraph 8 of the Schwab Bank Investor Checking Signature Card and Account Terms.

Transfer \$ \_\_\_\_\_ (maximum of \$5,000)

**Check** Send a check, made payable to you, and mail to: Charles Schwab Bank, N.A., 5190 Neil Road, Suite 100, Reno, NV 89502-8532.

**Non-Deposit Investment Products: Not FDIC-Insured • No Bank Guarantee • May Lose Value**  
**Investor Checking and Other Schwab Bank Accounts Are FDIC-Insured**

FOR CHARLES SCHWAB BANK USE ONLY:											
Investor Checking											
Account Number											



**3. Schwab Bank Investor Checking™ Signature Card and Account Terms**

This Signature Card is an agreement between Charles Schwab Bank, N.A. (the "Bank") and each account holder for an Investor Checking account. "I," "me" and "my" refer to each account holder. All account holders are required to sign below. By signing below, I:

- (1) acknowledge that I understand that non-deposit products offered by Charles Schwab & Co., Inc. **(a) are not FDIC-insured, (b) are not deposits or other obligations of the Bank or guaranteed by the Bank, and (c) involve investment risks, including possible loss of the principal amount invested;** in addition, I further acknowledge that Charles Schwab & Co., Inc. is an affiliate of Schwab Bank and that Charles Schwab & Co., Inc. will provide me with all appropriate disclosures regarding my investment account;
- (2) certify that I am legally authorized to enter into this agreement and that the personal information provided in this application, and during the application process, is true and correct;
- (3) acknowledge that the Bank will provide me with the following documents before account opening or before a service is provided: (a) the *Schwab Bank Deposit Account Agreement*, which contains an arbitration provision, the Schwab One®/Investor Checking Overdraft Protection and Linking Authorization, the Overdraft Credit Line and Truth-in-Lending Disclosure, and the Terms and Conditions for the Schwab Bank Bill Pay Service; (b) Schwab Bank's *A Commitment to Your Privacy*; (c) *Important Privacy Choice for Consumers*, for California residents only; and (d) the *Schwab Bank Deposit Account Pricing Guide*;
- (4) acknowledge that if the application is approved, each account holder will automatically receive a Visa® Platinum Check Card providing access to available funds at certain Automated Teller Machines (ATMs) and for use at certain merchants and that the Visa Check Card Agreement, which is sent with the card, contains the terms and conditions which apply to this card;
- (5) acknowledge that, unless I have specifically requested otherwise during the account opening process, I will be enrolled in the Schwab Bank Bill Pay service, and that the Terms and Conditions for the Schwab Bank Bill Pay service apply to this service;
- (6) agree to be subject to the terms and conditions of all documents associated with my Investor Checking account upon account opening, and acknowledge that the Bank advises me to read all the disclosure documents prior to opening or using my account;
- (7) acknowledge that my Investor Checking account is linked with my Brokerage account maintained at Charles Schwab & Co., Inc., a registered broker-dealer, and I authorize Charles Schwab & Co., Inc. to (a) follow the instructions set forth in this application, and (b) initiate credit and/or debit entries to/from my Investor Checking account as transfers to/from my Brokerage account for transactions including, but not limited to, target balance transfers and overdraft protection transfers, upon my request or preauthorization;
- (8) authorize the Bank to initiate a one-time debit entry (or credit entry in case of error), as specified in my Investor Checking account application, to the institution and account specified by my attached voided check or savings account deposit slip, electronically or by other commercially accepted method, to initially fund my Investor Checking account; I acknowledge that the Bank will not initiate the one-time debit entry until the Investor Checking account is approved; I certify that the information provided on the voided check or savings account deposit slip is correct and that I am authorized to transfer funds from the specified account; I also understand that the owners listed on the specified account that will be debited must match the owners of my Investor Checking account; and
- (9) authorize the Bank 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 other information at account opening, at any time throughout the life of the account, and thereafter for debt collection or investigative purposes.

**Taxpayer Identification Back-Up Withholding Certification**

By signing below, I certify under penalty of perjury that (1) the number shown on this application is the correct taxpayer identification number for this account; (2) I am not subject to back-up withholding because (a) I am exempt from back-up withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to back-up withholding as a result of a failure to report all interest and dividends, or (c) the IRS has notified me that I am no longer subject to back-up withholding; and (3) I am a U.S. person (including a U.S. resident alien). (I understand that if I have been notified by the IRS that I am subject to back-up withholding as a result of dividend or interest underreporting and I have not received a notice from the IRS advising me that back-up withholding is terminated, I must strike or cross out the information contained in item 2 above.)

**ALL ACCOUNT HOLDERS MUST SIGN AND DATE BELOW IN BLUE OR BLACK INK ONLY.**

By signing below, I agree to the terms listed on this signature card. I understand that the IRS does not require my consent to any provision of this document other than the certification required to avoid back-up withholding.

**Primary Taxpayer Identification (Social Security) Number:**

Must be same number as primary Account Holder's from Schwab One Brokerage Account Application.

<b>Signature(s) Required</b>	<b>X</b>	Account Holder Signature	Print Name	Date
	<b>X</b>	Additional Account Holder Signature	Print Name	Date

# Schwab One® Brokerage Account Application Agreement

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**This agreement relates to your account and is part of the Account Agreement between each account holder and Charles Schwab & Co., Inc. ("Schwab"). Please read and retain for your files.**

**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 *Schwab One Account Agreement*, which incorporates the *Charles Schwab Pricing Guide* and a number of other important disclosures. The *Schwab One Account Agreement* is provided with this Application or at the opening of your Account. You agree to contact Schwab if you do not receive the *Schwab One 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 and the *Schwab One 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) no one except the Account Holders listed on the Account Application (and if community property is held, the Account Holders' spouses) has an interest in the Account; (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 National Association of Securities Dealers, Inc., 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 of all 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. If you maintain more than one account at Schwab, you authorize Schwab to transfer assets between your accounts when no written authorization is requested.

**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 profits 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: Granting a Lien on Your Accounts.** As security for the repayment of all present or future indebtedness owed to us by each Account Holder, each Account Holder grants to us a first, perfected and prior lien, a continuing security interest, and right of set-off with respect to, all property that is, now or in the future, held, carried or maintained for any purpose in or through Schwab, and, to the extent of such Account Holder's interest in or through, any present or future account with us or our affiliates in which the Account Holder has an interest. In the event of a breach or default by you under this Agreement, Schwab will have the rights and remedies available to a secured creditor under all applicable laws in addition to the rights and remedies provided in this Agreement.

If you owe money to Schwab as the result of activity in your Account and there are assets available in any Individual Retirement Account ("IRA") that you hold at Schwab which could fully or partially satisfy the debt, you agree that upon Schwab's written demand, you will execute all documents necessary to effect a distribution from your IRA and agree to pay or cause such funds to be paid immediately to Schwab in order to satisfy your indebtedness to Schwab.

**Section 8: Liquidations.** Whenever it is necessary for our protection or to satisfy a margin deficiency, debit or other obligation owed us, we may (but are not required to) sell, assign and deliver all or any part of the property securing your obligations, or close any or all transactions in your Account. We may 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.

In certain circumstances we may, at our sole discretion, liquidate your entire margin loan balance to satisfy a margin call. You agree not to hold us liable for taking such action.

We may transfer property from any brokerage account in which you have an interest to any other brokerage accounts in which you have an interest regardless of whether there are other account holders on either account, if we determine that your obligations are not adequately secured or to satisfy a margin deficiency or other obligation. You agree to pay on demand any account deficiencies after liquidation, whether liquidation is complete or partial.

All of the above may be done without demand for margin or notice of purchase, sale, transfer or cancellation to you. No demand for margin 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 9: Interest on Debit Balances.** We will charge and compound interest on your debit balances (whether in a Margin or Cash Account) according to our *Disclosure of Credit Terms and Policies*.

**Section 10: Borrowing Money and Using Margin.** All margin transactions are subject to our *Disclosure of Credit Terms and Policies* and our "Margin Borrowing at Schwab: Overview and Disclosure Statement." You agree not to enter an order for a margin transaction until you have read and understood the *Disclosure of Credit Terms and Policies* and the "Overview and Disclosure Statement."

**Section 11: Loan Consent.** You agree that property held in your Margin Account, now or in the future, may be borrowed (either separately or together with the property of others) by us (acting as principal) or by others. You agree that Schwab may receive and retain certain benefits (including, but not limited to, interest on collateral posted for such loans) to which you will not be entitled. You acknowledge that, in certain circumstances, such borrowings could limit your ability to exercise voting rights or receive dividends, in whole or in part, with respect to the property lent. You understand that for property that is lent by Schwab, the dividends paid on such property will go to the borrower. No compensation or other reimbursements will be due to you in connection with such borrowings. However, if you are allocated a substitute payment in lieu of dividends, you understand that such a payment may not be entitled to the same tax treatment as may have been applied to the receipt of a dividend. You agree that Schwab is not required to compensate you for any differential tax treatment between dividends and payments in lieu of dividends. Schwab may allocate payments in lieu

of dividends by any mechanism permitted by law, including by using a lottery allocation system.

**Section 12: Using the Check & Visa® Platinum Check Card Check Features.** If you have requested check or Visa Check Card features through your Account, you authorize checks and Visa Check Cards to be issued as indicated in your Account Application. You agree that each Account Holder is authorized to write checks and engage in Visa Check Card transactions, and you understand that if the checking feature is terminated, your Visa Check Card will be automatically cancelled.

**Section 13: Linking Your Account to an Investor Checking Account at Schwab Bank.** If you link your Account to an Investor Checking Account held at Schwab Bank, you authorize Schwab to accept and follow instructions received from Schwab Bank to transfer funds from your Account to your Investor Checking Account as set forth in your *Schwab Bank Investor Checking™ Account Application* and *Schwab Bank Deposit Account Agreement*. The provisions of the Agreements and Disclosures relating to checks and debit cards will not apply to the services received from Schwab Bank.

You authorize Schwab to act as your agent in processing those instructions from Schwab Bank. You understand and agree that Schwab has sole discretion to accept or deny, in whole or in part, any such instruction. You also agree that Schwab is not responsible for any errors in calculation or damages resulting from errors in calculations or delays in transfers. **In no event will Schwab be liable for any special, indirect or consequential damages, even if we have been informed of the possibility of such damages.**

In order for transfers to occur, both your Investor Checking Account and your Account must be open and active and linked with each other. Target Balance Transfers will be limited to your Authorization Limit (as described in the *Schwab One® Account Agreement*), excluding your Available Margin Loan Value (as defined in the *Schwab One Account Agreement*). Overdraft Transfers will be limited to your Authorization Limit.

If you have a debit balance in your Account, Target Balance Transfers will not be made to your Investor Checking Account. Pending securities trades (including the Automatic Investment Plan [AIP]), pending debits to your Account, and pending transfers of funds from your Account may not be considered in determining whether funds are available for transfer from your Account to your Investor Checking Account at Schwab Bank.

Further, transfers of funds from your Account are subject to Schwab's minimum deposit requirements. You and your Account may not have any restrictions preventing Schwab from using funds in your Account to satisfy a transfer instruction from Schwab Bank. If your Account becomes subject to a restriction, your eligibility for this feature may be revoked and you understand that Schwab Bank may close your Investor Checking Account.

Transfers to Schwab Bank may result in debits in your Account. You acknowledge that you are responsible for all debits (and interest on debits) in your Account, as described in further detail in the Agreement and Disclosures. Your Account remains an obligation solely of Schwab. Likewise, your Investor Checking Account remains an obligation solely of Schwab Bank.

**Section 14: Verification.** You authorize Schwab to inquire from any source, including a consumer

reporting agency, as to your identity (as required by federal law), creditworthiness and ongoing eligibility for the Account (and that of your spouse, if you 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.

**Section 15: 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.
- 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 16: 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 National Association of Securities Dealers (NASD) 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 the NASD or such eligible national securities exchange. If arbitration before the NASD 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.

**Section 17: 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 18: 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 Agreement and Disclosures.

CLIENT COPY



# Schwab Bank Investor Checking™ Signature Card and Account Terms

charles SCHWAB  
BANK

These terms relate to your account and are part of the Schwab Bank Deposit Account Agreement between each account holder and Charles Schwab Bank, N.A. Inc. ("Schwab Bank"). Please read and retain for your files.

## Schwab Bank Investor Checking™ Signature Card and Account Terms

This Signature Card is an agreement between Charles Schwab Bank, N.A. (the "Bank") and each account holder for an Investor Checking account. I:

- (1) acknowledge that I understand that non-deposit products offered by Charles Schwab & Co., Inc. **(a) are not FDIC-insured, (b) are not deposits or other obligations of the Bank or guaranteed by the Bank, and (c) involve investment risks, including possible loss of the principal amount invested;** in addition, I further acknowledge that Charles Schwab & Co., Inc. is an affiliate of Schwab Bank and that Charles Schwab & Co., Inc. will provide me with all appropriate disclosures regarding my investment account;
- (2) certify that I am legally authorized to enter into this agreement and that the personal information provided in this application, and during the application process, is true and correct;
- (3) acknowledge that the Bank will provide me with the following documents before account opening or before a service is provided: (a) the *Schwab Bank Deposit Account Agreement*, which contains an arbitration provision, the Schwab One®/Investor Checking Overdraft Protection and Linking Authorization, the Overdraft Credit Line and Truth-in-Lending Disclosure, and the Terms and Conditions for the Schwab Bank Bill Pay Service; (b) Schwab Bank's *A Commitment to Your Privacy*; (c) *Important Privacy Choice for Consumers*, for California residents only; and (d) the *Schwab Bank Deposit Account Pricing Guide*;
- (4) acknowledge that if the application is approved, each account holder will automatically receive a Visa® Platinum Check Card providing access to available funds at certain Automated Teller Machines (ATMs) and for use at certain merchants and that the Visa Check Card Agreement, which is sent with the card, contains the terms and conditions which apply to this card;
- (5) acknowledge that, unless I have specifically requested otherwise during the account opening process, I will be enrolled in the Schwab Bank Bill Pay service, and that the Terms and Conditions for the Schwab Bank Bill Pay service apply to this service;
- (6) agree to be subject to the terms and conditions of all documents associated with my Investor Checking account upon account opening, and acknowledge that the Bank advises me to read all the disclosure documents prior to opening or using my account;
- (7) acknowledge that my Investor Checking account is linked with my Brokerage account maintained at Charles Schwab & Co., Inc., a registered broker-dealer, and I authorize Charles Schwab & Co., Inc. to (a) follow the instructions set forth in this application, and (b) initiate credit and/or debit entries to/from my Investor Checking account as transfers to/from my Brokerage account for transactions including, but not limited to, target balance transfers and overdraft protection transfers, upon my request or preauthorization;
- (8) authorize the Bank to initiate a one-time debit entry (or credit entry in case of error), as specified in my Investor Checking account application, to the institution and account specified by my attached voided check or savings account deposit slip, electronically or by other commercially accepted method, to initially fund my Investor Checking account; I acknowledge that the Bank will not initiate the one-time debit entry until the Investor Checking account is approved; I certify that the information provided on the voided check or savings account deposit slip is correct and that I am authorized to transfer funds from the specified account; I also understand that the owners listed on the specified account that will be debited must match the owners of my Investor Checking account; and
- (9) authorize the Bank 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 other information at account opening, at any time throughout the life of the account, and thereafter for debt collection or investigative purposes.

