



## Important Instructions for Completing This Form

**Schwab.com** | **1-800-435-4000** (inside the U.S.) | **+1-415-667-8400** (outside the U.S.) | **1-888-686-6916** (multilingual services)

- Please complete this form, sign it, and return it to Schwab. You can either complete it online or print a copy and fill it out by hand.
- If you are opening a new account, be sure to enclose any accompanying materials (e.g., new account documents or a check for an initial deposit) when you return the form.
- If you have any questions, call us at 1-800-435-4000.

### Return Instructions

Return the signed, completed form to your nearest Schwab branch (visit [schwab.com/branch](http://schwab.com/branch) for locations) or mail it to any of the following addresses:

#### Regular Mail

Charles Schwab & Co., Inc.  
Attn: IS Document Control  
P.O. Box 982600  
El Paso, TX 79998-2600

#### Overnight Mail

Charles Schwab & Co., Inc.  
Attn: IS Document Control  
1945 Northwestern Drive  
El Paso, TX 79912

#### Regular Mail

Charles Schwab & Co., Inc.  
Attn: IS Document Control  
P.O. Box 628291  
Orlando, FL 32862-8291

#### Overnight Mail

Charles Schwab & Co., Inc.  
Attn: IS Document Control  
1958 Summit Park Dr., Ste. 200  
Orlando, FL 32810

# Company Retirement Account Participant Application

**www.schwab.com** | **1-800-435-4000** (inside the U.S.) | **+1-415-667-8400** (outside the U.S.) | **1-888-686-6916** (multilingual services)

**For important disclosures about our relationship with you and the services we can provide, please visit [schwab.com/transparency](https://www.schwab.com/transparency).**

Use this form to establish separate brokerage accounts for each participant in your retirement plan. This form must be completed in conjunction with the Schwab Company Retirement Account Master Account Application.

**Employer:**

- Please use this as an original and make a copy for each employee, as necessary.
- Provide Trust Tax Identification Number: \_\_\_\_\_
- Provide Plan Master Account Number: \_\_\_\_\_
- Make a copy of the completed Company Retirement Account Participant Application for your files. Return the original with your Company Retirement Account Master Account Application.

**Employee:**

- Complete, sign, date and return this application to your employer.

**Note: Margin borrowing is not available in Company Retirement Accounts.**

**1. Participant Information** (To be completed by the Employee)

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 [schwab.com/privacy](https://www.schwab.com/privacy). As required by federal law, Schwab will use the information provided below to verify your identity.

Name (First)		(Middle)	(Last)	
Home/Legal Street Address (no P.O. boxes)		City	State	Zip Code
Mailing Address (if different from above; P.O. boxes may be used)		City	State	Zip Code
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	Are you known by any other name? Specify:	
Identification Type <input type="checkbox"/> Passport <input type="checkbox"/> U.S. Driver's License <input type="checkbox"/> U.S. Gov't-Issued ID	Identification Number	State or Country of Issuance	Expiration Date (mm/dd/yyyy)	
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:

Employment Status (Select only one.) <input type="checkbox"/> Employed <input type="checkbox"/> Self-Employed <input type="checkbox"/> Retired <input type="checkbox"/> Homemaker <input type="checkbox"/> Student <input type="checkbox"/> Not Employed	Employer Name/Business Name
Occupation (If you selected "Employed" or "Self-Employed," select one option that best describes your occupation.)	
<input type="checkbox"/> Business Owner/Self-Employed	<input type="checkbox"/> Financial Services/Banking Professional
<input type="checkbox"/> Executive/Senior Management	<input type="checkbox"/> Information Technology Professional
<input type="checkbox"/> Medical Professional	<input type="checkbox"/> Other Professional
<input type="checkbox"/> Legal Professional	<input type="checkbox"/> U.S. Government Employee (Federal/State/Local)
<input type="checkbox"/> Accounting Professional	<input type="checkbox"/> Foreign Government Employee (Non-U.S.)
<input type="checkbox"/> Military	<input type="checkbox"/> Consultant
<input type="checkbox"/> Educator	<input type="checkbox"/> Other (specify): _____
<input type="checkbox"/> Clerical/Administrative Services	<input type="checkbox"/> Trade/Service (Labor/Manufacturing/Production)
<input type="checkbox"/> Sales/Marketing	
Business Street Address	City State Zip Code
Are you affiliated with or employed by a stock exchange or member firm of an exchange or FINRA, 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 _____.)	

**\*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](https://www.schwab.com/privacy).**



**1. Participant Information (Continued)**

Marital Status <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Divorced <input type="checkbox"/> Widowed		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 <input type="checkbox"/> Specify: _____			

**Trusted Contact Designation**

A Trusted Contact Person ("Trusted Contact")\* is a resource Schwab, and your advisor (if you have one), may contact on your behalf, if necessary, to attempt to address concerns regarding potential financial exploitation, or in communicating with you regarding issues related to your account(s). A Trusted Contact will not be able to view your account information, execute transactions in your account(s), or inquire about account activity, unless that person has that authority through another role on the account(s), such as a trustee or power of attorney. Providing Schwab with Trusted Contact information is voluntary. We encourage you to provide two Trusted Contacts in the event that one is not reachable in the future.

- Schwab suggests that your Trusted Contact(s) be someone other than your financial consultant or investment advisor.
- You may name up to two Trusted Contacts.
- The person(s) you name as Trusted Contact(s) will be the Trusted Contact(s) on all of your Schwab accounts, as provided for in your account agreement.
- For multiple-party accounts, each party can name separate Trusted Contacts.
- The Trusted Contact(s) must be at least 18 years old.

**Trusted Contact Information**

Trusted Contact information provided on this form will replace all Trusted Contact information currently on file.

**Person 1**

If you have no changes to your existing Trusted Contact, please skip this section.

Name (Title, First)		(Middle Name)	(Last Name, Suffix)
Relationship (Please select only one.)			
<input type="checkbox"/> Spouse <input type="checkbox"/> Partner <input type="checkbox"/> Child <input type="checkbox"/> Parent <input type="checkbox"/> Sibling <input type="checkbox"/> Friend <input type="checkbox"/> Other			

Please provide at least one method of contact for each Trusted Contact listed.

Mailing Address (No P.O. Boxes)		City	
State or Province	Country	Postal or Zip Code	
Home Phone (   )	Mobile Phone (   )	Email Address	

**Person 2**

If you have no changes to your existing Trusted Contact, please skip this section.

Name (Title, First)		(Middle Name)	(Last Name, Suffix)
Relationship (Please select only one.)			
<input type="checkbox"/> Spouse <input type="checkbox"/> Partner <input type="checkbox"/> Child <input type="checkbox"/> Parent <input type="checkbox"/> Sibling <input type="checkbox"/> Friend <input type="checkbox"/> Other			

\*If you provide a Trusted Contact Person(s) to Schwab, you understand that you have authorized Schwab and your advisor (if you have one) to contact the Trusted Contact Person(s) at their discretion and to disclose information about your account to address possible activities that might indicate financial exploitation of you; to confirm the specifics of your current contact information, health status (including physical or mental capacity), or the identity of any legal guardian, executor, trustee, or holder of a power of attorney on your account(s); or as otherwise permitted by FINRA rules or state law. For more information, please see your Schwab Account Agreement, which is available at [schwab.com/accountagreement](http://schwab.com/accountagreement).

FOR CHARLES SCHWAB USE ONLY:											
Approved by						Print Name of Approver					
Date Approved			Indexing Code			Branch Office and Account Number					



**1. Participant Information** (Continued)

Please provide at least one method of contact for each Trusted Contact listed.

Mailing Address (No P.O. Boxes)		City	
State or Province	Country	Postal or Zip Code	
Home Phone (       )	Mobile Phone (       )	Email Address	

**2. Overall Investment Objective of Account** (Select one only.)

☐ Capital Preservation   ☐ Income   ☐ Growth   ☐ Speculation

**3. Your Participation and Consent to Enroll in Schwab's Cash Features Program**

The Cash Features Program is a service that offers certain cash features (each a "Cash Feature") to permit uninvested cash (the "Free Credit Balance") in your Participant brokerage accounts under the Plan to earn income while you decide how those funds should be invested longer term.

All uninvested funds held within your Account will be automatically invested (swept) into the Cash Feature selected by your Plan Sponsor or Trustee.

If you have questions about your Plan's Cash Feature selection, please contact your Plan Sponsor or Trustee.

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

You understand that your Plan Sponsor has instructed and directed Schwab to include the Free Credit Balance under the Plan in the Cash Features Program, as described in the Cash Features Disclosure Statement, and that by your use of the Account you are consenting to the terms related to the Cash Feature selected on behalf of the Plan.

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



#### 4. Authorization to Open Account

By signing this Application, 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 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 in, and transferring assets out of this account.

You acknowledge that your authority to place trade orders is subject to the grant of authority

by the Trustee(s) or Plan Sponsor(s) of your retirement plan and the Trustee(s) or Plan Sponsor(s) may revoke your authority at any time by giving written notice to Schwab. You agree not to take any action that exceeds your authority as granted to you by the Trustee(s) or Plan Sponsor(s). You agree to indemnify and hold Schwab, its affiliates and their directors, officers, employees and agents, harmless from and against all claims, actions, costs and liabilities arising out of or relating to any dispute between you and the Trustee(s) or between you and the Plan Sponsor(s).

Unless the Trustee(s) direct otherwise, Schwab will send trade confirmations and account statements to you and, if requested by the Trustee(s), to the Trustee(s).

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, SSB—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 (i) are not insured by FDIC; (ii) are not deposits or other obligations of 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 "Participant" 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 penalty of perjury, that (1) the number shown on this Application is the correct Taxpayer Identification Number; (2) I am not subject to backup withholding due to a failure to report interest and dividend income; (3) I am a U.S. person (a U.S. citizen or U.S. resident alien); and (4) I am exempt from Foreign Account Tax Compliance Act (FATCA) reporting. I understand that if I have been notified by the IRS that I am subject to backup withholding as a result of dividend or interest underreporting and I have not received a notice from the IRS advising me that backup withholding is terminated, I must cross out item 2 above.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

The Agreement with Schwab includes a predispute arbitration clause. You acknowledge receipt of the predispute arbitration clause contained on page 2 of the attached Participant Application Agreement.

#### Signature and Date Required

**X**

Participant Signature

Print Name

Date (mm/dd/yyyy)



# Company Retirement Account Participant Application Agreement

This Agreement relates to your Account and is part of the Account Agreement between each Participant and Schwab. Please retain for your files.

**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.

**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.

**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 additional authorizations from third parties are required for you to open the Account and effect transactions therein; (d) 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 (e) this Application Agreement, as amended from time to time, is a legal, valid and binding obligation, enforceable against you in accordance with its terms.

**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.

**Uninvested Funds.** All uninvested funds held within Participant's Company Retirement Account will be automatically invested (swept) into the sweep vehicle that your Plan Sponsor

has selected. It is the responsibility of Participant to allocate funds to other investments, if so desired, once funds have been invested (swept) into the sweep vehicle.

**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 in your best interest. 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 we otherwise agree with you in writing, Schwab does not monitor your account(s) or investments and has no obligation to update an investment recommendation, financial advice, or financial plan we may give you. Such recommendation, financial advice, or financial plan only applies at the point in time we provide it to you. You acknowledge that Schwab does not provide tax or legal advice.

**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.

**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.

**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 Participants, 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.

**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.

**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.

**Float.** You agree that Schwab will 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.

**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](http://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](http://www.schwab.com/PartialCalls). If you would like a printed description of Schwab's lottery system mailed to you, please contact a Schwab representative at 1-800-435-4000.

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

# Cash Features Program

## General Terms and Conditions

The automatic investment of your free credit balance, including the frequency and the amount of each sweep, is governed by the terms and conditions set forth in the Cash Features Disclosure Statement and in the Account Agreement applicable to your account. The material in this document is intended for informational purposes only. If there is any conflict between the descriptions in this document and the terms of the Cash Features Disclosure Statement, the Cash Features Disclosure Statement will control.

<b>How the Cash Features Program Works</b>	Schwab's Cash Features Program is the service (described in the Cash Features Disclosure Statement) that we provide to automatically invest, or "sweep," the free credit balance in your account into a liquid investment to earn interest. The program permits you to earn income while you decide how those funds should be invested longer term.
<b>Available Cash Feature</b>	<p>The available cash features currently consist of:</p> <ul style="list-style-type: none"> <li>▪ The free credit balance in your eligible account (the "Schwab One® Interest feature"), on which Schwab pays interest;</li> <li>▪ Interest-bearing deposit accounts at one or more of our affiliated banks (the "Bank Sweep feature" for most accounts and the "Bank Sweep for Benefit Plans feature" for retirement plan accounts); and</li> <li>▪ For some accounts, one or more affiliated money market mutual funds (the "Money Fund Sweep feature").</li> </ul>
<b>Eligibility</b>	Eligibility for each cash feature is based on the registered ownership and the type of account. Not all account registrations and account types will be eligible for all cash features. Some account registrations and account types will be eligible for only one cash feature. Please see your Account Application and the Cash Features Disclosure Statement for more complete eligibility details.
<b>Duty to Monitor Eligibility for Cash Features</b>	It is your responsibility to monitor your eligibility for the cash features and determine the best cash feature available to you. Schwab is not responsible for contacting you if you are, or later become, eligible for other higher-yielding cash features.
<b>Interest Rates and Yields</b>	<p>The interest rates and yields for the different cash features vary over time. There is no guarantee that the interest rate and yield on any particular cash feature will be or will remain higher than the interest rate and yield on any other cash features over any period. Current interest rates and yields can be obtained by contacting your independent investment advisor or your Financial Consultant, or by calling us at 1-800-435-4000. If you already have an account, you can visit our website at <a href="http://www.schwab.com/sweep">www.schwab.com/sweep</a>. If your account is an Advisor Services account, please contact your advisor, visit <a href="http://www.schwab.com/SA_sweep">www.schwab.com/SA_sweep</a>, or call Schwab Alliance at 1-800-515-2157.</p> <ul style="list-style-type: none"> <li>▪ The interest rate on the Schwab One Interest feature is set by Schwab. We have the option to pay as low a rate as possible consistent with our views of competitive necessities. With certain exceptions, the rate will be tiered based upon the overall free credit balance within your account.</li> <li>▪ The interest rate on the Bank Sweep feature is set by our affiliated bank(s), which also has the option to pay as low a rate as possible consistent with their views of competitive necessities. Retirement accounts will be paid a reasonable rate consistent with applicable legal and regulatory requirements. With certain exceptions, the rate will be tiered based upon your account type and the combined amount of your account's Bank Sweep deposits at our affiliated bank(s).</li> </ul>

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<b>Interest Rates and Yields</b> (Continued)	<ul style="list-style-type: none"> <li>▪ The interest rate on the Bank Sweep for Benefit Plans feature is set by our affiliated bank(s), which intend to pay interest consistent with reasonable rate provisions of applicable legal and regulatory requirements. This can be lower than some competitors' rates. Interest rates do not vary by tiers and do not vary based on your cash balances.</li> <li>▪ Money market mutual funds offered through the Money Fund Sweep feature seek to achieve the highest yield (less fees and expenses) consistent with prudence and their investment objectives.</li> </ul> <p>Cash features are not intended to be long-term investments, and yields on any of our cash features can be lower than those of similar investments or deposit accounts offered outside the Cash Features Program. If you desire to maintain cash balances for other than a short-term period and/or are seeking the highest yields currently available in the market, please contact your Schwab representative or visit <a href="http://www.schwab.com/cash">www.schwab.com/cash</a> for investment options that may be available outside of the Cash Features Program to help maximize your return potential consistent with your investment objectives and risk tolerance. If your account is an Advisor Services account, please contact your advisor, visit <a href="http://www.schwab.com/SA_cash">www.schwab.com/SA_cash</a>, or call Schwab Alliance at 1-800-515-2157.</p>
<b>Benefits to Schwab</b>	<p>We charge fees and receive certain benefits under the different cash features. We share a portion of these fees and benefits with our investment professionals. Because of these fees and benefits, we have a financial incentive to select the particular cash features included in the Cash Features Program.</p>
<b>Differing Risks and Account Protection</b>	<p>The different cash features are subject to different risks and account protection:</p> <ul style="list-style-type: none"> <li>▪ The Schwab One® Interest feature is not subject to market risk and value loss but is subject to the risk of Schwab's failure. In the unlikely event that Schwab fails, cash is eligible for SIPC coverage up to a limit of \$250,000 (including principal and interest) per client in each insurable capacity (e.g., individual or joint). Free credit balances held at Schwab are not insured or guaranteed by the FDIC.</li> <li>▪ The Bank Sweep and Bank Sweep for Benefit Plans features are not subject to market risk and value loss but are subject to the risk of the failure of one or more of our affiliated banks. In the unlikely event that one or more of our affiliated banks fails, deposits at each bank are eligible for FDIC insurance protection up to a limit of \$250,000 (including principal and interest) per depositor in each insurable capacity (e.g., individual, joint, and plan participant). This limit includes any other deposits you may have at that bank outside of the Bank Sweep and Bank Sweep for Benefit Plans features. <b>You are responsible for monitoring your bank balances in the Bank Sweep and Bank Sweep for Benefit Plans features and the balances in any of your other bank accounts at each affiliated bank to determine if these, in total, exceed FDIC insurance limits. Monies held in both features are not covered by SIPC.</b></li> <li>▪ Money market mutual funds in the Money Fund Sweep feature invest in high-quality, short-term securities and seek to maintain a stable value, but are subject to market risks and potential value loss. They are not bank accounts and are not subject to FDIC insurance protection. They are instead covered by SIPC, which protects against the custodial risk (and not a decline in market value) when a brokerage firm fails by replacing missing securities and cash up to a limit of \$500,000, of which \$250,000 may be cash. Shares held through the Money Fund Sweep feature are not considered cash, but are treated as securities for SIPC coverage.</li> </ul>

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