

Schwab IRA Account Application

charles SCHWAB

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)

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- \$1,000 minimum deposit required to open an account, or if you establish a monthly transfer of at least \$100 through either Direct Deposit or Schwab MoneyLink® (excluding SEP-IRA and SIMPLE IRA).
- **Complete, sign and return** the application to Schwab. For SEP-IRA or SIMPLE IRA employers, you must also include your Adoption Agreement or IRS Form 5305-SEP, and Employer's Agreement with Schwab. For SEP-IRA or SIMPLE IRA employees, return the completed application to your employer.

1. Type of Account (Select only one.)

IRA

- Traditional IRA
 Roth Contributory IRA
 Rollover IRA

SEP-IRA

- Schwab SEP-IRA
 I am the employer (check here if self-employed)
 I am an employee
 IRS 5305-SEP
 I am the employer (check here if self-employed)
 I am an employee

SIMPLE IRA

- I am the employer (check here if self-employed)
 I am an employee

Employer's Group ID Number: _____

SEP/SIMPLE Employers: Attach your Adoption Agreement or IRS Form 5305-SEP, and Employer's Agreement with Schwab.

2. 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 account, communicate with you, and provide information about products and services. Read about Schwab's privacy policy at 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* (Needed to update 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:	
ID Number	<input type="checkbox"/> Driver's License <input type="checkbox"/> State <input type="checkbox"/> Passport		Place of Issuance	Expiration Date
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 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 _____.)	
Marital Status <input type="checkbox"/> Single <input type="checkbox"/> Married <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: _____	

*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.

3. Overall Investment Objective of Account

- Capital Preservation Income Growth Speculation

FOR CHARLES SCHWAB USE ONLY:											
Branch Office and Account Number											



4. Account Features

Cash Features

Schwab's Bank Sweep feature is automatically included on your account. The Bank Sweep feature sweeps the uninvested cash in your account to deposit accounts at Charles Schwab Bank ("Schwab Bank").* Schwab Bank pays interest on balances in the deposit accounts based on tiers as determined by your Household Balances. Clients with \$500,000 or more in Household Balances may elect 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 that offered under the Bank Sweep feature. Schwab's Cash Features are further described in Schwab's Disclosure Statement for Cash Features, which you will receive at account opening. Please contact Schwab for current information on interest rates and money market yields.

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. You may enroll in our electronic delivery services or return to delivery through the U.S. mail at any time by indicating your preferences online.

No, at this time I do not want eConfirms.

*Schwab Bank is an FDIC-insured depository institution affiliated with Schwab. FDIC insurance is available for most IRAs up to \$250,000 (when aggregated with all other deposits held by you in the same capacity at Schwab Bank). Please see the Schwab Cash Disclosure statement for a description of FDIC coverage.

5. Fund Your Account (Select one. This section is NOT applicable to SEP-IRA or SIMPLE IRA—skip to Section 7.)

A. **Check or Money Order.** Make payable to Charles Schwab & Co., Inc.

New Contribution. Indicate the year for which you are contributing on the front of the check. If no year is indicated, the contribution will be credited for the current year.

Rollover from another IRA or eligible qualified retirement plan that you have withdrawn in the past 60 days.

B. **Transfer of Account.** Complete and attach a Schwab Transfer Your Account form.

C. **Convert Schwab Traditional or Rollover IRA to a Schwab Roth Contributory IRA.** Complete this entire section. The entire balance of your IRA will be converted. If you want to convert only a portion of your IRA, attach a separate sheet of paper listing the name of the asset and the amount of shares.

1. **Schwab IRA Account Number:** _____ (Enter existing Schwab IRA account number to convert. A new account number will be assigned for the new Roth IRA.)

2. Tax Withholding Election.

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

Withholding income taxes may (1) make you ineligible for the conversion because amounts withheld from your Traditional or Rollover IRA are used when determining conversion eligibility and (2) subject you to IRS penalties if you are under 59½ because the amount withheld is considered a distribution.

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

Choose one:

I do **not** want income tax withheld.

I **want** income tax withheld. Schwab will withhold federal income tax at a rate of 10%. If you reside in AR, CA, DE, GA, IA, KS, MA, ME, NC, NE, OK, OR or VT and federal income tax withholding is applied, Schwab will also apply state income tax withholding based upon your state's minimum tax rate.

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

D. **Direct rollover conversion from a Schwab qualified retirement plan (e.g., Schwab Individual 401(k), 403(b)(7), QRP or Keogh) to a Schwab Roth IRA.** You are required to complete and attach the appropriate Schwab qualified retirement plan distribution form.

6. Investment Option—Schwab Target Funds

This is an optional section. You may complete this section if you would like to choose a Schwab Target Fund investment at this time. Otherwise, please proceed directly to the next section.

About Schwab Target Funds (Not available for clients who reside outside the U.S., its territories or possessions—skip to the next section.) For clients opening a SEP-IRA or a SIMPLE IRA, or if you are funding your IRA via a rollover or transfer of account with assets that are already invested, please contact us if interested in Target Funds. Do **not** complete this section.

You may want to consider Schwab Target Funds as an investment option. We've enclosed a prospectus and an information sheet about the funds. After carefully reviewing these documents, you can select the Target Fund in the box below that corresponds most closely with your desired year of retirement.

Please note that this is not a recommendation.

6. Investment Option—Schwab Target Funds (Continued)

Schwab internally evaluates all mutual funds, including Schwab Target Funds. These internal evaluations assist our representatives in discussing mutual fund investments with our clients. At any given time, the internal evaluation for a particular Schwab Target Fund may result in that fund either being recommendable or not recommendable by our representatives. If you determine on your own to select a Target Fund investment, by signing this application you acknowledge your understanding of this. If you have any questions before investing in a Schwab Target Fund, please talk to a Schwab representative. Please read the prospectus before selecting a Target Fund below.

Important information about your Target Fund instructions

- Your instructions to buy a Target Fund at this time are only for a one-time purchase, and will expire **45 days (90 days for Rollover IRA)** after Schwab receives this form.
- Future contributions will **not** be automatically invested in Target Funds. However, once your account is opened, you may set up an Automatic Investment Plan (AIP) online at Schwab.com or by calling us at 1-800-435-4000. Schwab will pay interest on cash awaiting investment as described in Section 4, "Cash Features," of this application.

To select a Target Fund, please complete both A and B.

Target Fund minimum contribution is \$100. The first deposit received that **equals or exceeds** the \$100 minimum will be used to purchase Target Funds. In the event that your deposit is split into different lots, only the first lot **equaling or exceeding** the \$100 minimum will be used to purchase Target Funds, and any remaining amount will **not** be invested in Target Funds.

A. Select one Target Fund investment below. (By making a selection below, you are directing Schwab to purchase mutual fund shares on your behalf.)

- | | | | |
|---|---|---|---|
| <input type="checkbox"/> Schwab Target
2040 Fund (SWERX) | <input type="checkbox"/> Schwab Target
2035 Fund (SWIRX) | <input type="checkbox"/> Schwab Target
2030 Fund (SWDRX) | <input type="checkbox"/> Schwab Target
2025 Fund (SWHRX) |
| <input type="checkbox"/> Schwab Target
2020 Fund (SWCRX) | <input type="checkbox"/> Schwab Target
2015 Fund (SWGRX) | <input type="checkbox"/> Schwab Target
2010 Fund (SWBRX) | |

B. Select one Target Fund reinvestment instruction below. (Tell us how you want your dividends and capital gains to be handled.)

Note: If you do not make a selection, Schwab will reinvest both dividends and capital gains in the Target Fund selected in Section A.

- | | | |
|--|--|--|
| <input type="checkbox"/> Reinvest both dividends and capital gains in the Target Fund selected in Section A. | <input type="checkbox"/> Pay dividends and capital gains in cash, and maintain in account. | <input type="checkbox"/> Pay dividends in cash and maintain in account, and reinvest capital gains in the Target Fund selected in Section A. |
|--|--|--|

About other investment options

The time horizons and risk profiles associated with Schwab Target Funds may not match your own. There are other investment alternatives available, including more than 2,000 funds that participate in the Schwab Mutual Fund OneSource® service. To learn about other investments, including other target retirement funds, please visit Schwab.com or call us at 1-800-435-4000.

7. Beneficiary Designation

In the event of my death, pay the full value of my Account (in equal proportions in the case of multiple beneficiaries unless I indicate otherwise) to the Primary Beneficiary(ies) as designated below. I understand that if a Primary Beneficiary predeceases me, the remaining portion will be divided proportionately among any surviving Primary Beneficiaries in the manner provided in the Charles Schwab & Co., Inc. Individual Retirement Plan. If no Primary Beneficiary survives me, pay the full value of my Account (in equal proportions in the case of multiple beneficiaries unless I indicate otherwise) to the Contingent Beneficiary(ies) as designated below. I understand that if a Contingent Beneficiary predeceases me, the remaining portion will be divided proportionately among any surviving Contingent Beneficiaries in the manner provided in the Charles Schwab & Co., Inc. Individual Retirement Plan. If no designated beneficiary survives me, or if I do not designate a beneficiary, pay the full value of my Account to my estate.

I understand that I may change or revoke this designation at any time by completing a new IRA Beneficiary Form during my lifetime with Schwab. It will become effective when Schwab receives it.

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

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

Type of Beneficiary <input type="checkbox"/> Primary <input type="checkbox"/> Contingent	Share %†	Relationship <input type="checkbox"/> Spouse <input type="checkbox"/> Non-Spouse Individual <input type="checkbox"/> Trust <input type="checkbox"/> Estate <input type="checkbox"/> Charity or Other Entity	Social Security/Tax ID Number
Name (If individual, include First, Middle, Last)			Date of Birth/Trust (mm/dd/yyyy)
Home/Legal Street Address (no P.O. boxes)		City, State, Zip Code	
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: _____	

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



7. Beneficiary Designation (Continued)

Type of Beneficiary <input type="checkbox"/> Primary <input type="checkbox"/> Contingent	Share %†	Relationship <input type="checkbox"/> Spouse <input type="checkbox"/> Non-Spouse Individual <input type="checkbox"/> Trust <input type="checkbox"/> Estate <input type="checkbox"/> Charity or Other Entity	Social Security/Tax ID Number
Name (If individual, include First, Middle, Last)			Date of Birth/Trust (mm/dd/yyyy)
Home/Legal Street Address (no P.O. boxes)		City, State, Zip Code	
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: _____	

Type of Beneficiary <input type="checkbox"/> Primary <input type="checkbox"/> Contingent	Share %†	Relationship <input type="checkbox"/> Spouse <input type="checkbox"/> Non-Spouse Individual <input type="checkbox"/> Trust <input type="checkbox"/> Estate <input type="checkbox"/> Charity or Other Entity	Social Security/Tax ID Number
Name (If individual, include First, Middle, Last)			Date of Birth/Trust (mm/dd/yyyy)
Home/Legal Street Address (no P.O. boxes)		City, State, Zip Code	
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: _____	

Type of Beneficiary <input type="checkbox"/> Primary <input type="checkbox"/> Contingent	Share %†	Relationship <input type="checkbox"/> Spouse <input type="checkbox"/> Non-Spouse Individual <input type="checkbox"/> Trust <input type="checkbox"/> Estate <input type="checkbox"/> Charity or Other Entity	Social Security/Tax ID Number
Name (If individual, include First, Middle, Last)			Date of Birth/Trust (mm/dd/yyyy)
Home/Legal Street Address (no P.O. boxes)		City, State, Zip Code	
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: _____	

†Must add up to 100% per beneficiary type. If you wish to designate more than four Primary or Contingent Beneficiaries, attach a separate sheet of paper and include all the information as requested above.

8. Authorization to Open Account

By signing this Application, you hereby adopt the applicable Individual Retirement Plan that names Charles Schwab & Co., Inc. as custodian of this account, as further explained in the Charles Schwab & Co., Inc. Individual Retirement Plan or the SIMPLE Individual Retirement Plan, as applicable.

You acknowledge that you have received and read the attached Application Agreement, which contains a predispute arbitration provision. You acknowledge that your signature signifies and constitutes your agreement that this account and your relationship with Schwab will be governed by the Application Agreement and all incorporated agreements and disclosures, including, but not limited to, the applicable Individual Retirement Plan and Disclosure Statement, the Schwab IRA and ESA Account Agreement and the *Charles Schwab Pricing Guide*, each as amended from time to time (the "Agreement and Disclosures"). You understand

there are fees associated with establishing, maintaining, engaging in transactions and transferring assets out of this account.

If you selected an investment option in Section 6 of this Application, you acknowledge that you are placing a buy order instructing Schwab to purchase Target Fund shares on your behalf. Schwab will process your order after the necessary funds have been deposited in your account. You acknowledge that you have received and read the prospectus for Schwab Target Funds, made the investment decision on your own, and understand that you were and are able to make a different investment selection.

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

You also acknowledge that, while bank deposit products available through Schwab—such as certificates of deposit offered on Schwab CD OneSource® and deposit products offered by Charles Schwab Bank—are insured by the Federal Deposit Insurance Corporation ("FDIC") to the maximum extent provided by law, the securities products purchased or sold in a transaction with Schwab (i) are not insured by the 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 "Account Holder" refer to each person who signs this Account Application. The terms "we," "us," "our" and "Schwab" refer to Charles Schwab & Co., Inc.

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.

THE AGREEMENT WITH SCHWAB CONTAINS A PREDISPUTE ARBITRATION CLAUSE. YOU ACKNOWLEDGE RECEIPT OF THE PREDISPUTE ARBITRATION CLAUSE CONTAINED IN SECTION 11, PAGE 2, OF THE APPLICATION AGREEMENT.

Signature and Date Required**X**

Account Holder Signature

Print Name

Date

This agreement relates to your Account and is part of the Account Agreement between each account holder and 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 applicable Individual Retirement Plan and Disclosure Statement, and the Schwab IRA and ESA Account Agreement, which incorporates the *Charles Schwab Pricing Guide* and a number of other important disclosures. The applicable Individual Retirement Plan and Disclosure Statement and the Schwab IRA and ESA Account Agreement are provided with this Application or at the opening of your Account. You agree to contact Schwab if you do not receive the applicable Individual Retirement Plan and Disclosure Statement and the Schwab IRA and ESA Account Agreement. In addition, you may in the future receive from Schwab supplemental terms or disclosures that pertain to certain account types, service features and benefit packages. These supplemental terms and disclosures, this Application Agreement, the applicable Individual Retirement Plan and Disclosure Statement and the Schwab IRA and ESA Account Agreement are collectively referred to as the "Agreement and Disclosures." You agree to read the Agreement and Disclosures carefully and retain copies for your records.

Section 2: Acceptance of Agreement and Disclosures. You agree that the Agreement and Disclosures govern all aspects of your relationship with Schwab, including all transactions between Schwab and you and all products and services now or in the future offered through Schwab. Schwab may rely on your use of Schwab's products and services as evidence of your continued acceptance of the Agreement and Disclosures.

Section 3: Your Representations and Warranties. You represent and warrant that: (a) you are of legal age in the state in which you live and you are authorized to enter into this Agreement; (b) you have supplied accurate information in your Account Application; (c) if you are married, live in a state with community-property laws and have designated someone other than your spouse as the sole beneficiary to this Account, you have obtained the consent of your spouse to such designation; (d) no additional authorizations from third parties are required for you to open the Account and effect transactions therein; (e) except as you have otherwise indicated on your Account Application or in writing to us, (i) you are not an employee of or affiliated with any securities exchange or member firm of any exchange, the Financial Industry Regulatory Authority (FINRA), or any securities firm, bank, trust company or insurance company and (ii) you are not a director, 10% beneficial shareholder, policy-making officer or otherwise an "affiliate" (as defined in Rule 144 under the Securities Act of 1933) of a publicly traded company and (f) this Application Agreement, as amended from time to time, is a legal, valid and binding obligation, enforceable against you in accordance with its terms.

Section 4: Account Handling. Schwab will automatically hold all of your securities purchased, sales proceeds, dividends and interest. Schwab will also release your name, address and securities positions to companies in which we hold securities for your Account upon request, unless you notify us otherwise in writing.

Section 5: Responsibility for Investment Decisions. You agree that you and any agent under a power of attorney or Investment Advisor (if you have one) are solely responsible for investment decisions in your Account, including whether to buy or sell a particular security. Unless required by law, or unless Schwab provides advice to you that is clearly identified as an individualized recommendation for you, you understand that Schwab has no obligation to determine whether a particular transaction, strategy or purchase or sale of a security is suitable for you. Your obligation includes an affirmative duty to monitor and stay informed about your Account and your investments and respond to changes as you deem appropriate. Unless Schwab otherwise agrees with you in writing, Schwab does not have any discretionary authority or obligation to review or make recommendations for the investment of securities or cash in your Account.

You acknowledge that Schwab does not provide tax or legal advice.

Section 6: Payment of Indebtedness. You agree to make payment of any indebtedness related to your Account, including, but not limited to, any such indebtedness that results from instructions provided to Schwab by you, your agent or any attorney-in-fact under a power of attorney or Investment Advisor authorized to make transactions in your Account. We may elect anytime, with or without notice, to make any debit balance or other obligation related to your Account immediately due and payable. We may report any past-due account to a consumer and/or securities credit reporting agency. We may also refer your Account to a collection agency.

Section 7: 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 another Schwab account in which you have an interest and there are assets available in this Account or any other Individual Retirement Account ("IRA") that you hold at Schwab

that 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 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 or restrict activity 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 or any tax consequences from such actions.

We may transfer property from any IRA account in which you have an interest to any other IRA accounts in which you have an interest if we determine that your obligations are not adequately secured or to satisfy a debit 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 or notice of purchase, sale, transfer or cancellation to you. No demand or notice shall impose on Schwab any obligation to make such demand or provide such notice to you in the future. Any such notice or demand is hereby expressly waived, and no specific demand or notice shall invalidate this waiver.

Section 9: Verification. You authorize Schwab to inquire from any source, including a consumer reporting agency, as to the identity (as required by law), creditworthiness and ongoing eligibility for the Account of the Account Holders, any other person referred to on this Application, or any person whom Schwab is later notified is associated with or has an interest in the account (as well as such persons' spouses if they live in a community-property jurisdiction) at account opening, at any time throughout the life of the Account, and thereafter for debt collection or investigative purposes.

Section 10: 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 11: Arbitration Agreement. Any controversy or claim arising out of or relating to (i) this Agreement, any other agreement with Schwab, an instruction or authorization provided to Schwab or the breach of any such agreements, instructions, or authorizations; (ii) the Account, any other Schwab account or Services; (iii) transactions in the Account or any other Schwab account; (iv) or in any way arising from the relationship with Schwab, its parent, subsidiaries, affiliates, officers, directors, employees, agents or service providers, including any controversy over the arbitrability of a dispute, will be settled by arbitration.

This arbitration agreement will be binding upon and inure to the benefit of the parties hereto and their respective representatives, attorneys-in-fact, successors, assigns and any other persons having or claiming to have a legal or beneficial interest in the Account, including court-appointed trustees and receivers. This arbitration agreement will also inure to the benefit of third-party service providers that assist Schwab in providing

Services ("Third-Party Service Providers") and such Third-Party Service Providers are deemed to be third-party beneficiaries of this arbitration agreement.

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

Such arbitration will be conducted by, and according to the securities arbitration rules and regulations then in effect of, the Financial Industry Regulatory Authority (FINRA) or any national securities exchange that provides a forum for the arbitration of disputes, provided that Schwab is a member of such national securities exchange at the time the arbitration is initiated. Any party may initiate arbitration by filing a written claim with FINRA or such eligible national securities exchange. If arbitration before FINRA or an eligible national securities exchange is unavailable or impossible for any reason, then such arbitration will be conducted by, and according to the rules and regulations then in effect of, the American Arbitration Association (AAA). If arbitration before the AAA is unavailable or impossible for any reason, the parties agree to have a court of competent jurisdiction appoint three (3) arbitrators to resolve any and all disputes or controversies between or among the parties. Each party shall bear its own initial arbitration costs, which are determined by the rules and regulations of the arbitration forum. In the event of financial hardship, the arbitration forum may waive certain costs in accordance with such rules. At the conclusion of the hearing, the arbitrators will decide how to assess the costs of the arbitration among the parties.

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

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

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

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

Section 12: Electronic Copies. The electronically stored copy of your (or your agent's) signature, any written instructions or authorizations, the Account Application and the Agreement and Disclosures is considered to be the true, complete, valid, authentic and enforceable record, admissible in judicial, administrative or arbitration proceedings to the same extent as if the documents and records were originally generated and maintained in printed form. You agree to not contest the admissibility or enforceability of Schwab's electronically stored copy of such documents in any proceeding between you and Schwab.

Section 13: Float. You agree that Schwab may retain as compensation for services your Account's proportionate share of any interest earned on aggregate cash balances held in Schwab's bank account with respect to (1) assets awaiting investment or (2) assets pending distribution from your Account. Such interest retained by Schwab shall generally be at money market rates. Schwab's receipt of such compensation is further described in the Agreements and Disclosures.

Section 14: Information About SIPC. To obtain information about Securities Investor Protection Corporation (SIPC), including an explanatory SIPC brochure, please contact SIPC at www.sipc.org or 1-202-371-8300.