

Investment Advisor ("IA") Information (This portion to be completed by IA.)

IA Firm Name (Please print.) _____
 IA Master Account Number _____ Service Team _____

1. Account Holder Information (For information about Schwab's privacy policy, please refer to the attached IRA Account Application Agreement)
 As required by federal law, Schwab will use the information provided below to verify your identity.

Account Holder/Minor

First Name _____ Middle _____ Last _____ Are you known by another name? (Specify) _____

Home Street Address (no P.O. boxes, please) _____ City _____ State _____ Zip Code _____ Home Telephone Number _____

Mailing Address (if different from above; P.O. boxes may be used) _____ City _____ State _____ Zip Code _____

Date of Birth (mm/dd/yyyy) _____ USA Other _____
 Country of Legal Residence

Social Security/Tax ID Number _____ USA Other Other _____
 Country(ies) of Citizenship (Must list all. If not a U.S. citizen, please complete identification information below.)

Passport U.S. Driver's License U.S. Gov't Issued ID _____
 Identification Type (Complete only if not a U.S. citizen.) Identification Number _____ Place of Issuance _____ Issue Date _____ Expiration Date _____

Employer Name/Industry (If self-employed, indicate nature of business.) _____ Occupation/Position _____ Employment Status Employed Retired Self-Employed Non-Employed

Business Street Address (no P.O. boxes, please) _____ City _____ State _____ Zip Code _____ Business Telephone Number _____

I am employed by, affiliated with, or am either a director or owner of one or more securities firms. Yes* No If yes, list _____
 (Company Symbol, e.g., SCHW)

I am a director, 10% shareholder or policy-making officer of one or more publicly traded companies. Yes No If yes, list _____
 (Company Symbol, e.g., SCHW)

Custodian Information Please complete if the account is for a minor.

First Name _____ Middle _____ Last _____ Are you known by another name? (Specify) _____

Home Street Address (no P.O. boxes, please) _____ City _____ State _____ Zip Code _____ Home Telephone Number _____

Mailing Address (if different from above; P.O. boxes may be used) _____ City _____ State _____ Zip Code _____

Date of Birth (mm/dd/yyyy) _____ USA Other _____
 Country of Legal Residence

Social Security/Tax ID Number _____ USA Other Other _____
 Country(ies) of Citizenship (Must list all. If not a U.S. citizen, please complete identification information below.)

Passport U.S. Driver's License U.S. Gov't Issued ID _____
 Identification Type (Complete only if not a U.S. citizen.) Identification Number _____ Place of Issuance _____ Issue Date _____ Expiration Date _____

Employer Name/Industry (If self-employed, indicate nature of business.) _____ Occupation/Position _____ Employment Status Employed Retired Self-Employed Non-Employed

Business Street Address (no P.O. boxes, please) _____ City _____ State _____ Zip Code _____ Business Telephone Number _____

I am employed by, affiliated with, or am either a director or owner of one or more securities firms. Yes* No If yes, list _____
 (Company Symbol, e.g., SCHW)

I am a director, 10% shareholder or policy-making officer of one or more publicly traded companies. Yes No If yes, list _____
 (Company Symbol, e.g., SCHW)

*Attach a written consent from your employer if employed by a securities firm.

For Charles Schwab Use Only

Account Number _____ Date Approved (mm/dd/yyyy) _____
 Print Name of Approver _____ Signature _____



2. Select IRA Type (Select only ONE type of account.)

▶ **Traditional IRA.** Select only one.

- Contributory IRA
- Rollover IRA
- Rollover from an employer retirement plan

	\$	
Name of Employer Sponsoring the Plan	Approximate Total Value of Distribution	Expected Distribution Date (mm/dd/yyyy), If Known

By signing this application, I elect that my IRA assets identified above be considered a rollover. This election is required by the IRS to qualify my contribution as a rollover contribution.

▶ **Roth IRA.** Select only one.

- Roth Contributory
- Roth Conversion

Current Schwab Traditional IRA to convert: _____

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 amount of shares.

If you are converting a Traditional IRA to a Roth IRA, the tax withholding election you make in this section will only apply to this conversion request.

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.

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

Please select a withholding instruction for the taxable distribution that results from the conversion. If you do not make an election, Schwab is required to withhold 10% for payment of federal (and possibly state) income tax from your gross distribution.

- Do not withhold tax**
- Withhold tax:** Federal income tax: 10% 15% 20% Other _____% (amount must be at least 10% and a whole number). 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.

▶ **Inherited IRA/Spousal Rollover IRA.** Select only one.

- Inherited IRA
- Spousal Rollover IRA

Decedent's Information:

First Name	Middle	Last	Social Security/Tax ID Number
Schwab IRA Account Number		Date of Death	

▶ **Custodial IRA.** Select only one. Please complete Section 1 with minor and custodian information.

- Custodial Contributory IRA
- Custodial Roth Contributory IRA
- Education Savings Account

▶ **SIMPLE IRA.** Please note: This form can only be used to add participants to an existing plan.

- SIMPLE IRA

Name of Business
Employer's Group Plan Number

▶ **Simplified Employee Pension (SEP) IRA.** Select only one. (Application must include Adoption Agreement and Employer's Agreement.)

- SEP-IRA
- SARSEP-IRA

Name of Business

3. Choose Your Cash Feature

Please select below one eligible Cash Feature that may allow you to earn income on the free credit balances in your brokerage account (each, a "Cash Feature"). Eligibility for each Cash Feature is indicated below. For additional information on the eligibility rules for, and important disclosures about, the various alternatives to earn income on your cash, please see Schwab's cash feature disclosure statement. If you do not select a Cash Feature, select more than one Cash Feature, or select a Cash Feature for which you are not eligible, you instruct Schwab to designate the Bank Sweep feature as the Cash Feature for your account. Schwab may make this designation without providing any advance notice to you.

Table with 2 columns: 'Select only one of the following:' and 'Available to:'. Rows include options like 'Bank Sweep feature*', 'Schwab Government Money Fund™ (SWGXX)', 'Schwab U.S. Treasury Money Fund™ (SWUXX)', 'Schwab Advisor Cash Reserves®—Sweep Shares (SWQXX)', and 'Schwab Advisor Cash Reserves—Premier Sweep Shares (SWZXX)'.

The Cash Features listed above may not be available to non-U.S. residents. Please contact Schwab for your cash feature eligibility if you reside outside of the United States.

*The Bank Sweep feature automatically makes deposits to and withdrawals from deposit accounts held at Charles Schwab Bank, N.A., an FDIC-insured depository institution affiliated with Schwab. Please see Schwab's cash feature disclosure statement for more information about FDIC insurance. We recommend that you assume that coverage of deposit accounts established under the Bank Sweep feature will be limited to FDIC insurance and that you not expect coverage from SIPC.

†Your Household Balance includes all of your accounts at Schwab that have been linked in accordance with Schwab's householding guidelines.

If you select a Sweep Money Fund, your selection is considered a request for a prospectus. It is an indication of interest only, and you are not obligated to buy any shares. Please read the prospectus carefully. Money Funds ARE NOT FDIC-INSURED, MAY LOSE VALUE, AND ARE NOT BANK-GUARANTEED.

4. Electronic Delivery (eDelivery) Enrollment

By enrolling in eDelivery, you elect to receive Schwab eConfirms® (trade confirmations sent to your email address) and eStatements (account statements made available on www.schwaballiance.com) for your account, to which you will be able to link from emails sent to you.

By providing your email address, you will receive an email from Schwab in which you must confirm your consent to eConfirms and eStatements by reading the terms and conditions and clicking on the "Consent" button. A logon ID and password for schwaballiance.com will need to be activated to access your eStatements. You may unenroll in eConfirms and eStatements at any time.

Enrolling in both eConfirms and eStatements may also qualify you for lower online equity trades. Please consult with your Investment Advisor and/or the Charles Schwab Institutional® Pricing Guide for more details.

Email address: _____

Please notify us if there is any change to your email address. If we are unable to deliver to this email address, we will send paper trade confirmations and statement notifications to you through the U.S. mail.

If you do not want eConfirms or eStatements at this time, do not provide your email address above.

5. Authorizations

Please initial all areas that apply to this account. (An X is not sufficient.) Any of these authorizations may be revoked by providing notice to Schwab.

Account Holder/Custodian Trading and Disbursement Authorization. I authorize Schwab (1) to execute trades in my account at the direction of IA as provided under the Trading Authorization heading in the IRA Account Application Agreement; (2) to disburse assets for investment purposes or to me personally, as instructed by IA; (3) to remit checks, wire funds and otherwise to make disbursements of funds held in the account (i) to banks, broker-dealers, investment companies or other financial institutions for credit to an account of identical registration, or (ii) to me at my address of record. (Note: I acknowledge that any disbursement made to me personally may constitute a taxable distribution.)

Account Holder/Custodian Trading Authorization. I authorize Schwab to execute trades in my account at the direction of IA as provided under the Trading Authorization heading in the IRA Account Application Agreement.

Account Holder/Custodian Fee Payment Authorization. I authorize Schwab to pay investment advisory and related fees to IA from my account or another account registered to my name over which I have granted IA fee payment authorization in the amount of IA's instructions.

For Charles Schwab Use Only
Account Number _____



6. Issuer Communications and Related Actions

If you have granted your IA trading authority over your account, and your IA exercises investment discretion for you pursuant to an advisory contract, you can appoint your IA to be sent certain issuer and issuer-related communications (proxies, tender offers, proposed mergers, rights offerings, exchange offers and warrants, among other things) that may require a voting decision or other action regarding investments held in your account.

If you appoint your IA below, your IA will, regarding only those voting decisions or other action communications sent to your IA: (i) be requested to vote proxy ballots; (ii) be requested to provide instructions regarding corporate reorganizations and other corporate actions; and (iii) be sent certain prospectuses and annual reports and other communications. In these cases, you will be authorizing your IA to make all voting decisions and take all actions on your behalf. You will not be sent informational copies of these communications.

Even if you appoint your IA below, you may still be sent certain other issuer and issuer-related communications regarding investments held in your account. You agree that you will be responsible for providing Schwab any applicable instructions or directions on those items.

Please select only one:

- Yes. I appoint my IA and I will fulfill my responsibilities, as described above. I instruct Schwab not to disclose my name, address and securities positions to any issuer of securities held in my account.
No. I do not appoint my IA as described above. I wish to be sent all issuer and issuer-related communications, make all voting decisions and take all actions described above. I understand that any issuer of securities held in my account may request that Schwab disclose to it my name, address and securities positions in that issuer.

If you selected "No" above, please select one:

My IA should / should not be sent informational copies of any issuer or issuer-related communications.

If you do not select either "Yes" or "No" above, Schwab will deem you to have indicated "No," but informational copies of issuer and issuer-related communications may be sent to your IA.

7. Designate Your Beneficiary(ies)*

Primary Beneficiary(ies)†: I designate the person(s) below as primary beneficiary(ies) to receive payment of the value of my IRA upon my death.

Contingent Beneficiary(ies)†: If no primary beneficiary survives me, I designate that the balance of my IRA be distributed to my contingent beneficiary(ies) below.

Form for Primary Beneficiary(ies) with fields for Share %, Trust Name, Trust Date, Name, Social Security/Tax ID Number, Relationship, and Birthdate. Includes three identical rows for multiple beneficiaries.

Form for Contingent Beneficiary(ies) with fields for Share %, Trust Name, Trust Date, Name, Social Security/Tax ID Number, Relationship, and Birthdate. Includes three identical rows for multiple beneficiaries.

* If this is an Education Savings Account, the beneficiary must be a qualified member of the current designated beneficiary's (account holder's) family. A qualified family member is defined as the spouse of the designated beneficiary and any child, grandchild, stepchild, sibling, parent, grandparent, stepparent, niece or nephew, aunt or uncle, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, or sister-in-law and the spouse of any such individual as well as the first cousins (but not their spouses).

† If this is a Custodial IRA for a minor, I understand that only the minor's estate can be the beneficiary until such time as the minor becomes the owner of the IRA and designates his or her own beneficiaries.

‡ If you wish to designate more than two primary or contingent beneficiaries, attach a separate sheet of paper. Provide all the information above and percentage of IRA for each beneficiary. (Percentages must total 100%.)

§ If more than one beneficiary is designated, the percentages must total 100%.

¶ If you designate a trust as a beneficiary, you must also provide the date of the trust.

7. Designate Your Beneficiary(ies) (Continued)

I understand that if no designated beneficiary survives me or if the custodian cannot locate the beneficiary, the custodian will distribute the benefits to my estate. If I have chosen more than one primary beneficiary, and one or more (but not all) primary beneficiaries survive me, each surviving beneficiary will receive a share of the benefits determined by multiplying the total benefits by a fraction in which the numerator is the percentage to be distributed to the particular primary beneficiary as shown above and the denominator is the total of the percentages for all surviving beneficiaries as shown above. If no primary beneficiary survives me, the surviving contingent beneficiaries will share in the benefits in the same way as described above. I understand that if I fail to indicate share percentages, Schwab will divide benefits equally among all beneficiaries I designate.

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

I reserve the right to revoke or change this beneficiary designation, and understand that any change or revocation must be given in writing to Schwab. This designation revokes any prior designation of primary or contingent beneficiaries I may have made.

8. 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, but not limited to, the Schwab IRA Account Agreement and the *Charles Schwab Institutional® Pricing Guide*, each as amended from time to time (the "Agreement and Disclosures"). You understand there are fees associated with establishing, maintaining and engaging in transactions.

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

I certify under penalty of perjury that (1) the number shown on this Application is my correct taxpayer number; (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.) The IRS does not require my consent to any provision of this document other than the certification required to avoid back-up withholding.

The Agreement with Schwab includes a predispute arbitration clause. I acknowledge receipt of the predispute arbitration clause contained in the Required Arbitration Disclosures and Arbitration Agreement sections, pages 1 and 2, of the IRA Account Application Agreement.

Signature: Account Holder/Custodian _____ Print Name _____ Date _____ (mm/dd/yyyy)

For Charles Schwab Use Only
Account Number _____



This general information is provided to help you understand state income tax withholding requirements for Individual Retirement Account distributions. Schwab recommends that you contact your tax advisor to discuss your state's withholding laws, including minimum rates, before making any election regarding state tax withholding. While Schwab will make every effort to provide the most current information, state tax withholding requirements are subject to change at any time and Schwab is not responsible for changes to state laws that occur after the publication of this information.

Schwab may be required to withhold state tax from your distribution based upon state tax law for your state of residency. Your state of residency is determined by the legal address of record on your account. In some cases, you may elect not to have withholding apply, or you may elect to increase the rate of withholding. In other cases, state tax withholding is not available. Please refer to the chart below.

If your state of residency is:	Your withholding options are:
DE, IA, KS, MA, ME, NE	<p>If you elect to have federal income tax withheld, Schwab is required to withhold state income tax.</p> <p>If you do not elect to have federal income tax withheld, you may optionally elect to have state income tax withheld.</p> <p>You may provide a percentage amount equal to or greater than your state's minimum withholding requirements; otherwise Schwab will automatically apply your state's applicable minimum withholding requirements.</p>
AR, CA, GA, NC, OK, OR, VT	<p>If you elect to have federal income tax withheld, Schwab is required to withhold state income tax unless you specifically elect not to have state income tax withheld.</p> <p>You may provide a percentage amount equal to or greater than your state's minimum withholding requirements; otherwise Schwab will automatically apply your state's applicable minimum withholding requirements.</p>
AL, AZ, CO, CT, DC, ID, IL, IN, KY, LA, MD, MI, MN, MO, MT, ND, NJ, NM, NY, OH, PA, RI, SC, UT, VA, WI, WV	<p>State income tax withholding is voluntary regardless of whether or not you elect to have federal income tax withheld. Schwab will withhold state income tax only if you instruct us to do so.</p> <p>You may provide a percentage amount equal to or greater than your state's minimum withholding requirements; otherwise Schwab will apply your state's applicable minimum withholding requirements.</p>
AK, FL, HI, MS, NH, NV, SD, TN, TX, WA, WY	<p>State income tax withholding is not available. Schwab will not withhold state income tax even if you elect to withhold state income tax.</p>

If your state of residency is:	Your minimum tax rate is:
AL, DE, IA, KS, ME, NE, OK	At least 5% of the gross distribution amount
AR, CT, IL, WV	At least 3% of the gross distribution amount
AZ, CA, OR	At least 1% of the gross distribution amount
CO	At least 4.63% of the gross distribution amount
DC	At least 4.5% of the gross distribution amount
GA, KY	At least 2% of the gross distribution amount
ID	At least 7.8% of the gross distribution amount
IN	At least 3.4% of the gross distribution amount
LA	At least 4.8% of the gross distribution amount
MA, NM	At least 5.3% of the gross distribution amount
MD	At least 7.75% of the gross distribution amount
MI	At least 3.9% of the gross distribution amount
MN	At least 6.25% of the gross distribution amount
MO, MT	At least 6% of the gross distribution amount
NC, VA	At least 4% of the gross distribution amount
ND	At least 3.92% of the gross distribution amount
NJ	At least \$10.00 of the gross distribution amount
NY	At least 8.2% of the gross distribution amount
OH	At least 3.5% of the gross distribution amount
PA	At least 3.07% of the gross distribution amount
RI, SC	At least 7% of the gross distribution amount
UT	At least 2.3% of the gross distribution amount
VT	At least 2.7% of the gross distribution amount
WI	At least 4.6% of the gross distribution amount
AK, FL, HI, MS, NH, NV, SD, TN, TX, WA, WY	State income tax withholding is not available.

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

Designate Your Beneficiary(ies)

I understand that if no designated beneficiary survives me or if the custodian cannot locate the beneficiary, the custodian will distribute the benefits to my estate.

If I have chosen more than one primary beneficiary, and one or more (but not all) primary beneficiaries survive me, each surviving beneficiary will receive a share of the benefits determined by multiplying the total benefits by a fraction in which the numerator is the percentage to be distributed to the particular primary beneficiary as shown above

and the denominator is the total of the percentages for all surviving beneficiaries as shown above. If no primary beneficiary survives me, the surviving contingent beneficiaries will share in the benefits in the same way as described above. I understand that if I fail to indicate share percentages, Schwab will divide benefits equally among all beneficiaries I designate.

I understand that if Schwab determines that my beneficiary designation is not clear with respect to the amount of the distribution, the date on which the distribution shall be made, or the identity of the

party or parties who will receive the distribution, Schwab shall have the right, in its sole discretion, to consult counsel and to institute legal proceedings to determine the proper distribution of the account, all at the expense of the account, before distributing or transferring the account.

I reserve the right to revoke or change this beneficiary designation, and understand that any change or revocation must be given in writing to Schwab. This designation revokes any prior designation of primary or contingent beneficiaries I may have made.

- (1) I hereby agree to read and be bound by the terms of the Schwab IRA Account Agreement (which includes information concerning the Cash Account, the Schwab Money Fund, the Disclosure Statement, the Individual Retirement Plan ["Plan"] and, if applicable, the Schwab StockBuilder Plan®) as currently in effect and as amended from time to time. I agree that the Account Agreement booklet, together with this Application, constitute my Account Agreement. I also understand that I have the right to cancel my IRA within seven days from the date I receive the Schwab IRA Account Agreement. I understand that Schwab will send me the Account Agreement upon receipt of this Agreement, and that I will be treated as having received the Account Agreement three days after it is mailed to me. If I do not receive or understand the Account Agreement booklet, I will notify Schwab.
- (2) I understand that Charles Schwab & Co., Inc. may tape-record my telephone conversations in order to verify data regarding my transactions.
- (3) I understand that the Account will earn income on funds invested in the Schwab Money Fund designated on this Application in accordance with the terms of the prospectus of said fund.
- (4) If I elect to revoke my IRA within seven days of my receipt of the Disclosure Statement, I understand that such revocation will be reported to the Internal Revenue Service as a distribution.

I hereby adopt the Plan, which is made a part of this Agreement, establish the Account described above, name Charles Schwab & Co., Inc. as custodian of the Account and designate the beneficiaries listed above. This Agreement will be effective if executed by the custodian in due course, subject to any right to cancel the IRA during the period of revocation available to me as described above.

Additional Compensation to Schwab. Schwab shall retain as compensation for services provided to this Account the proportionate share of any interest earned on aggregate cash balances held by this Account in Schwab's bank account with respect to (1) assets awaiting investment or (2) assets pending distribution from this Account, each as further described in the Account Agreement governing this Account.

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.

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.

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

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

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

Disbursement Authorization. If I have indicated on this Application that my IA will have trading and disbursement authority over my Account, I authorize Schwab to disburse assets from my Account for investment purposes, and funds to me personally, as instructed by my IA. I authorize Schwab to accept any applicable tax withholding instructions from IA and to treat all such tax withholding instructions from IA as having been made by me. On my IA's instruction, Schwab is authorized to remit checks, wire funds, and otherwise make disbursements of funds held in my Account to: (1) banks, other broker-dealers, investment companies or financial institutions to or for credit

to an account of identical registration; or (2) to me at my address of record.

Role of Charles Schwab & Co., Inc. I acknowledge and agree that: Schwab will merely carry out transactions as directed by me and/or IA as the case may be; I (and not Schwab) am responsible for investigating and selecting IA; Schwab has no duty to supervise or monitor trading by me or by IA in my Account; and, unless my IA is a subsidiary of the U.S. Trust Corporation ("U.S. Trust"), my IA is not affiliated with, or controlled or employed by Schwab. U.S. Trust® and Schwab are wholly owned subsidiaries of The Charles Schwab Corporation. Schwab will send me written confirmations of my trades executed through Schwab and monthly statements of all activity in my Account. I authorize Schwab to obtain from IA, and IA to provide to Schwab, information regarding my Account as Schwab may reasonably request. If any of IA's employees is associated with a member of the NASD, NYSE or affiliate, Schwab is authorized to deliver information concerning my Account to such member upon request.

If my IA and/or I direct Schwab to act as custodian of non-publicly traded assets, I acknowledge and agree: (1) that non-publicly traded assets generally lack a liquid market and that the value of such assets may be difficult to ascertain; (2) that any estimated value reflected on my account statement or other communication from Schwab is for informational purposes only and may be significantly different from the actual market value or the liquidation value of such assets; (3) that I will provide Schwab with annual instruction, no later than January 15 each year, regarding the fair market value of these assets as of the preceding December 31, for purposes of Internal Revenue Service (IRS) reporting, and I agree to indemnify and hold Schwab harmless from any consequences, including penalties assessed by the IRS, resulting from following my valuation instructions; (4) that if I do not provide Schwab with valuation instructions by the due date, Schwab may request an appraisal from a third party and charge the cost of the appraisal to my IRA; (5) that Schwab reserves the right to require an appraisal, in form and substance satisfactory to Schwab in its sole discretion, before complying with any direction to make a distribution of any non-traded asset from the IRA; (6) that Schwab may require that I sign an addendum to my Account Agreement if Schwab agrees, in the exercise of its discretion, to accept custody of any non-publicly traded assets in my Account. I authorize Schwab to obtain from IA, and IA to provide to Schwab, information regarding my Account as Schwab may reasonably request. If any of IA's employees is associated with a member of the NASD, NYSE or affiliate, Schwab is authorized to deliver information concerning my Account to such member upon request. I acknowledge, understand and agree that (1) Schwab Advisor Network® ("Network") member advisors pay Schwab fees to be members; (2) Network member advisors are independent and not employees or agents of Schwab; (3) Schwab prescreens Network member advisors and checks their experience and credentials against criteria Schwab sets; (4) an IA's membership in Schwab Advisor Network does not change that (A) I am solely responsible for (i) the decision to hire IA, (ii) what authority to give IA and (iii) evaluating IA's services and performance; and (B) Schwab (i) does not supervise IA

and (ii) takes no responsibility to monitor IA's performance or transactions in the Account.

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

Pricing. Schwab and IA may agree to pricing (including commissions and transaction account and service fees) for my Account and IA's other clients' accounts at Schwab based upon the nature and scope of business that IA transacts with Schwab, including the current and future expected amount of IA's clients' assets custodied at Schwab, the types of securities managed by IA and/or expected frequency of IA's trading. Schwab may change this pricing if the nature and scope of business that IA transacts with Schwab changes or does not reach agreed-upon levels, in which case pricing for IA's clients' accounts, including my Account, may increase to an amount determined by Schwab not to exceed Schwab's standard pricing as published in the then-current *Charles Schwab Institutional® Pricing Guide*.

Schwab's Privacy Policy and Disclosure of Information. Schwab respects your privacy. Schwab will use the information you provide to open and service your Account, to communicate with you when necessary, to provide you with additional information about products and services and to provide to your IA, and certain third

parties as your IA directs Schwab, information as provided in this AA. Pursuant to your Account Agreement, Schwab may disclose information about you and your Account to certain other third parties. Please call Schwab at 1-800-515-2157 for a copy of Schwab's privacy policy.

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

Indemnification. I agree to indemnify and hold harmless Schwab, its affiliates and their directors, officers, employees and agents from and against all claims, actions, costs and liabilities, including attorneys' fees, arising out of or relating to:

(1) their reliance on this AA and (2) Schwab's execution of my or my IA's instructions.

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

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

Account Ownership. If this is an IRA established by a custodian for a minor, I agree and acknowledge that the IRA is governed by the Uniform Transfers to Minors Act (UTMA) or the Uniform Gifts to Minors Act (UGMA). I agree that the Account is irrevocably vested in and belongs to the minor, to be used for the sole benefit of the minor, and delivered to the minor promptly upon attaining the age of majority (or other age specified for termination under applicable state law).

I consent to Schwab: (i) sending, by mail, electronic delivery and/or other means, duplicate copies of account trade confirmations, account statements and any other information relating to me and my Accounts to my IA and MM, if and in such manner as requested by my IA and MM; (ii) sending such information about me and my Accounts to third parties as my IA or MM shall direct Schwab; and (iii) disclosing information about me and my Accounts to other third parties as provided in Schwab's privacy policy, this Account Application and the Account Agreement.