

**Investment Advisor (“IA”) Information (This portion to be completed by IA.)**

IA Firm Name (please print): \_\_\_\_\_  
 IA Master Account Number: \_\_\_\_\_ Service Team: \_\_\_\_\_  
 IA Contact Information (if follow-up is required): \_\_\_\_\_

- Use this form to authorize a third party (referred to as your “Agent” or “Attorney-in-Fact”) to act on your behalf in connection with your Individual Retirement Account (IRA), your Schwab One® brokerage account and, if applicable, your linked Schwab Bank High Yield Investor Checking® account.
- If you are seeking to add an Agent to a Trust account or a business account, Schwab may require additional documentation.
- If you are seeking to add an Investment Advisor employee as an Agent on your account, Schwab may require additional documentation.
- Depending on the authority designation chosen in Section 2, this form may authorize an Agent to withdraw money and securities from an account and/or write checks against an account.
- If options trading is enabled on the account(s), the Agent must also complete an Options Trading and Margin Application.
- For a Trust account (other than a Revocable Living Trust account where the Grantor[s], current Trustee[s] and beneficiary[ies] are all the same individual[s]), before accepting this application for a Full Power of Attorney or Authorized Check User Power of Attorney, Schwab will require photocopies of the title page or first page and all signature pages of the Trust documentation along with the pages setting forth the Trustees’ authority to delegate power and appoint Agents.
- To grant authority to an investment advisory firm to place trade orders, make disbursements or pay fees from your account(s), use the Limited Power of Attorney (Investment Advisor) form.
- For a Schwab One International® account, use the Power of Attorney for Schwab One International Accounts form.
- When using this form for multiple accounts, identical registration is required on all accounts for which you are designating Power of Attorney. If the registration is different on any account, a separate Power of Attorney form will be required for each unique registration.
- Power of Attorney (POA) is not permitted on custodial or fiduciary accounts (including guardianships, conservatorships and estates). Please consult legal counsel. Please note: If a POA is receiving compensation for providing investment advice, that person may need to be registered as an Investment Advisor with the Securities and Exchange Commission (SEC) or the applicable state securities regulator. Registration laws, and exemptions from registration, vary by state. Many states require registration if a POA is receiving compensation for investment advice from just one client. The POA should consult with legal counsel and/or publicly available resources ([www.nasaa.org/www.sec.gov](http://www.nasaa.org/www.sec.gov)) to understand the Investment Advisor registration requirements. It is the legal responsibility of the POA to ensure he or she is complying with the Investment Advisor registration laws that apply to him or her.

**1. Account Holder Information and Authorization**

**To: Charles Schwab & Co., Inc.—Authorization.** The terms “I,” “me” and “my,” as used throughout this form, refer to the Schwab Account Holder(s). I hereby authorize the Agent (“Attorney-in-Fact”) named in Section 3 to be my Agent and Attorney-in-Fact and in such capacity to give instructions to Charles Schwab & Co., Inc. (“Schwab”) in connection with my Schwab account(s) (the “Account”), including my linked Schwab Bank High Yield Investor Checking account, and to take other actions necessary or incidental to the execution of such instructions. I authorize Schwab, and other persons to whom Schwab has given instructions in order to implement the Attorney-in-Fact’s instructions, to rely on the Attorney-in-Fact’s instructions without obtaining my approval, countersignature or cosignature. **I understand that this is not a durable Power of Attorney and that all authority granted to my Attorney-in-Fact shall cease automatically upon Schwab receiving written notification from a licensed physician of my mental disability, incompetence, incapacity or death.** I understand that if an Account has a linked Schwab Bank High Yield Investor Checking account, the Power of Attorney applies to my accounts at two separate but affiliated companies: Charles Schwab & Co., Inc. and Charles Schwab Bank.

Schwab Account Number(s) (The multiple account option is limited to identical account registrations only. Agent to be added on all Accounts must be the same individual. For other registrations, one form per Account is required.)

If Applicable: Schwab Bank High Yield Investor Checking Account Number (must be linked to a Schwab One account listed in this section)

Account Holder’s First Name \_\_\_\_\_ Middle \_\_\_\_\_ Last \_\_\_\_\_

Additional Account Holder’s First Name \_\_\_\_\_ Middle \_\_\_\_\_ Last \_\_\_\_\_

Trust/Organization’s Name\*

\*May require additional documentation; please contact your service team for details.

For Charles Schwab Use Only

Account Number \_\_\_\_\_



2. Authority Designation

Appoint your Agent(s) to act in one of the following capacities (select only one):

- Limited Power of Attorney
Full Power of Attorney (includes Authorized Check User)
Authorized Schwab One® Check User (designation not available for Schwab Bank High Yield Investor Checking® accounts)

Limited Power of Attorney (LPOA)—or Trading Authorization Only

Grants the authority to trade in your Account, in the same manner and to the same extent as you are permitted to do, and to update certain account information, but not to make withdrawals, transfer funds, or change the account mailing address.

Note: If your Agent ("Attorney-in-Fact") is an Authorized Check User on your Account, you cannot designate him or her as an LPOA, but he or she may be designated as an FPOA.

Full Power of Attorney (FPOA)

Grants the authority to trade in your Account and to journal transfer or withdraw money and securities in your Account, including into the name of the Attorney-in-Fact. Agents with FPOA cannot transfer securities into or out of your Schwab Account to or from another brokerage firm, close your Account, or change the account mailing address.

Authorized Schwab One Check User Power of Attorney ("Authorized Check User")

Grants the unlimited authority to write checks against your Account. (Note: You may only authorize two additional check users on your Account. The names of the Authorized Check Users will not be printed on the checks.)

Note: Full Power of Attorney and/or Authorized Check User Power of Attorney do not provide the authority to endorse checks on the client's behalf. For IRA, QRP, Keogh, and 403(b)(7) account types, Full Power of Attorney may execute or change beneficiary designations on your eligible Schwab Account(s) on your behalf.

Power of Attorney includes online Account viewing access. Contact Schwab if you still want your Agent to receive duplicate paper statements and/or trade confirmations.

3. Agent ("Attorney-in-Fact") and/or Authorized Check User Information

If appointing two Agents, both Agents will have identical powers as indicated in Section 2. Each Acting Agent with or without linked Schwab One and Schwab Bank High Yield Investor Checking accounts must be a U.S. resident or U.S. resident alien, reside in the U.S. or one of its territories, and have a U.S. mailing address.

Attorney-in-Fact

- Order additional Schwab One checks.

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

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

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

Social Security/Tax ID Number Date of Birth (mm/dd/yyyy) Home Telephone Number Business Telephone Number Cellular Telephone Number

USA Other Other USA Other

Country(ies) of Citizenship (Must list all. If not a U.S. citizen or resident, please complete identification information below.) Country of Legal Residence

Driver's License State Passport

ID Number Identification Type (Complete only if you are not a U.S. citizen or resident.) State/Country of Issuance Expiration Date

Employed Self-Employed Retired Homemaker Student Not Employed

Employment Status (Select only one.) Employer Name/Business Name

Occupation (If you selected "Employed" or "Self-Employed," select one option that best describes your occupation.)

- Business Owner/Self-Employed Financial Services/Banking Professional Military Consultant
Executive/Senior Management Information Technology Professional Educator Other (specify):
Medical Professional Other Professional Clerical/Administrative Services
Legal Professional U.S. Government Employee (Federal/State/Local) Trade/Service (Labor/Manufacturing/Production)
Accounting Professional Foreign Government Employee (Non-U.S.) Sales/Marketing

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



**3. Agent ("Attorney-in-Fact") and/or Authorized Check User Information (Continued)****The Next Two Questions Are Required by Industry Regulations:**

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="radio"/> No <input type="radio"/> Yes (If "yes," you must attach a letter from your employer or affiliated broker-dealer approving the establishment of your account when submitting this application.)
List the company name _____.)
Are you a director, 10% shareholder or policy-making officer of a publicly held company? <input type="radio"/> No <input type="radio"/> Yes (If "yes," enter company name _____ and trading symbol _____.)

**Additional Attorney-in-Fact**

First Name _____	Middle _____	Last _____	Are you known by another name? (Specify) _____	
Home Street Address (no P.O. boxes, please) _____		City _____	State _____	Zip Code _____
Mailing Address (if different from above; P.O. boxes may be used) _____		City _____	State _____	Zip Code _____
Social Security/Tax ID Number _____	Date of Birth (mm/dd/yyyy) _____	Home Telephone Number _____	Business Telephone Number _____	Cellular Telephone Number _____
<input type="radio"/> USA <input type="radio"/> Other _____	<input type="radio"/> Other _____		<input type="radio"/> USA <input type="radio"/> Other _____	
Country(ies) of Citizenship (Must list all. If not a U.S. citizen or resident, please complete identification information below.)			Country of Legal Residence _____	
	<input type="radio"/> Driver's License <input type="radio"/> State <input type="radio"/> Passport			
ID Number _____	Identification Type (Complete only if you are not a U.S. citizen or resident.) _____	State/Country of Issuance _____	Expiration Date _____	
<input type="radio"/> Employed <input type="radio"/> Self-Employed <input type="radio"/> Retired <input type="radio"/> Homemaker <input type="radio"/> Student <input type="radio"/> Not Employed				
Employment Status (Select only one.) _____		Employer Name/Business Name _____		
Occupation (If you selected "Employed" or "Self-Employed," select one option that best describes your occupation.)				
<input type="radio"/> Business Owner/Self-Employed	<input type="radio"/> Financial Services/Banking Professional	<input type="radio"/> Military	<input type="radio"/> Consultant	
<input type="radio"/> Executive/Senior Management	<input type="radio"/> Information Technology Professional	<input type="radio"/> Educator	<input type="radio"/> Other (specify): _____	
<input type="radio"/> Medical Professional	<input type="radio"/> Other Professional	<input type="radio"/> Clerical/Administrative Services		
<input type="radio"/> Legal Professional	<input type="radio"/> U.S. Government Employee (Federal/State/Local)	<input type="radio"/> Trade/Service (Labor/Manufacturing/Production)		
<input type="radio"/> Accounting Professional	<input type="radio"/> Foreign Government Employee (Non-U.S.)	<input type="radio"/> Sales/Marketing		
Business Street Address (no P.O. boxes, please) _____		City _____	State _____	Zip Code _____

**The Next Two Questions Are Required by Industry Regulations:**

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="radio"/> No <input type="radio"/> Yes (If "yes," you must attach a letter from your employer or affiliated broker-dealer approving the establishment of your account when submitting this application.)
List the company name _____.)
Are you a director, 10% shareholder or policy-making officer of a publicly held company? <input type="radio"/> No <input type="radio"/> Yes (If "yes," enter company name _____ and trading symbol _____.)

**4. Certification of Trust—Trust Accounts Only**

By signing this Power of Attorney form on behalf of a Trust, each Trustee signing below (the "Trustee") certifies that the Trust instrument authorizes this delegation of authority.

**5. Certification of Organization—Organizational Accounts Only**

By signing this Power of Attorney form on behalf of your Organization, each Authorized Person signing below certifies that the Organization authorizes this delegation of authority.



6. Agent ("Attorney-in-Fact") and/or Authorized Signatures

By signing below, the Agent certifies that he/she has carefully read and understands the provisions of this Power of Attorney, including the Power of Attorney Authorization and Agreement ("Agreement"), and agrees to the terms therein.

Signature: Attorney-in-Fact \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_ (mm/dd/yyyy)
Signature: Additional Attorney-in-Fact \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_ (mm/dd/yyyy)

7. All Account Holders Must Sign, Date, and Provide Notaries for Each Signature

I have read carefully the provisions of this Power of Attorney, including the Power of Attorney Authorization and Agreement ("Agreement"), and I agree to the terms therein. I understand that it authorizes my Agent and Attorney-in-Fact, herein named, to exercise all rights and powers set forth above with respect to my Schwab Account(s), and I understand that anything my Agent may do in the exercise of such rights and powers is fully binding upon me.

I authorize Schwab (and Schwab Bank, if applicable), and other persons to whom Schwab (or Schwab Bank) has given instructions in order to implement my Agent's instructions, to rely on my Agent's instructions without obtaining my approval, countersignature or co-signature and to take other actions necessary or incidental to the execution of such instructions.

I agree to indemnify and hold Schwab and its predecessors, successors, officers, directors, employees, agents, representatives, parent companies, affiliates, assigns, and attorneys harmless from and against any and all claims, judgments, taxes, fines, penalties, damages, liabilities, costs, and expenses (including but not limited to attorneys' and expert witness fees) incurred by Schwab as a result of any claim, judgment, or proceeding arising out of or connected in any manner whatsoever to Schwab's reliance on this Agreement and the representations and warranties contained herein.

If this Power of Attorney relates to a Trust account, each Trustee certifies that the Trust instrument authorizes the delegation of authorities as indicated within this Power of Attorney form and such delegation is not prohibited by the laws that govern the Trust.

FURTHERMORE, BY SIGNING THIS FORM, I ACKNOWLEDGE THAT THE ATTACHED POWER OF ATTORNEY AUTHORIZATION AND AGREEMENT RELATES TO MY ACCOUNT(S) AND IS PART OF (A) THE ACCOUNT AGREEMENT BETWEEN SCHWAB AND ME FOR MY BROKERAGE ACCOUNT AND, IF APPLICABLE, (B) THE ACCOUNT AGREEMENT BETWEEN SCHWAB BANK AND ME FOR MY SCHWAB BANK HIGH YIELD INVESTOR CHECKING® ACCOUNT. I ACKNOWLEDGE THAT I HAVE RECEIVED AND READ THE ATTACHED POWER OF ATTORNEY AUTHORIZATION AND AGREEMENT AND RETAINED A COPY FOR MY RECORDS AND THAT IT IS MY RESPONSIBILITY TO PROVIDE A COPY TO MY AGENT(S) IF I SO DESIRE.

I understand that I am responsible for providing my Agent(s) with all agreements, disclosures and notices regarding my Account(s) and this Power of Attorney. I understand that I have the right to revoke or terminate this Power of Attorney at any time by providing written notice to Schwab or Schwab Bank. I understand that if I have a Schwab Bank High Yield Investor Checking account, I may contact or be contacted by Schwab or Schwab Bank regarding this Power of Attorney.

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 3 and 4, of the Power of Attorney Authorization and Agreement.

Signature: Account Holder or Trustee/Authorized Person \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_ (mm/dd/yyyy)
Signature: Additional Account Holder or Co-Trustee/Authorized Person \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_ (mm/dd/yyyy)
Signature: Additional Account Holder or Co-Trustee/Authorized Person \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_ (mm/dd/yyyy)

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

Charles Schwab & Co., Inc. ("Schwab") and Charles Schwab Bank ("Schwab Bank") are separate but affiliated companies and subsidiaries of The Charles Schwab Corporation. Brokerage products offered by Charles Schwab & Co., Inc., Member SIPC, are not insured by the FDIC, are not deposits or obligations of Charles Schwab Bank, and are subject to investment risk, including possible loss of principal invested.



**7. All Account Holders Must Sign, Date, and Provide Notaries for Each Signature** (Continued)

Account Holder signature(s) must be notarized, and the original form must be returned.

**Notice to CA Residents:** A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

**Certificate of Acknowledgment of Notary Public\***

State of \_\_\_\_\_, in the County of \_\_\_\_\_. On \_\_\_\_\_, (mm/dd/yyyy)

the above-named individual(s) personally appeared before me and proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY that the foregoing paragraph is true and correct.

**X**

Notary Signature \_\_\_\_\_ Today's Date (mm/dd/yyyy) \_\_\_\_\_  
Print Notary Name \_\_\_\_\_ My Commission Expires (mm/dd/yyyy) \_\_\_\_\_

**(NOTARY SEAL)**

\*If your state law permits, notaries may attach the appropriate notarizing declaration in lieu of this notarization.

**Notice to CA Residents:** A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

**Certificate of Acknowledgment of Notary Public\***

State of \_\_\_\_\_, in the County of \_\_\_\_\_. On \_\_\_\_\_, (mm/dd/yyyy)

the above-named individual(s) personally appeared before me and proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY that the foregoing paragraph is true and correct.

**X**

Notary Signature \_\_\_\_\_ Today's Date (mm/dd/yyyy) \_\_\_\_\_  
Print Notary Name \_\_\_\_\_ My Commission Expires (mm/dd/yyyy) \_\_\_\_\_

**(NOTARY SEAL)**

\*If your state law permits, notaries may attach the appropriate notarizing declaration in lieu of this notarization.

**Notice to CA Residents:** A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

**Certificate of Acknowledgment of Notary Public\***

State of \_\_\_\_\_, in the County of \_\_\_\_\_. On \_\_\_\_\_, (mm/dd/yyyy)

the above-named individual(s) personally appeared before me and proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY that the foregoing paragraph is true and correct.

**X**

Notary Signature \_\_\_\_\_ Today's Date (mm/dd/yyyy) \_\_\_\_\_  
Print Notary Name \_\_\_\_\_ My Commission Expires (mm/dd/yyyy) \_\_\_\_\_

**(NOTARY SEAL)**

\*If your state law permits, notaries may attach the appropriate notarizing declaration in lieu of this notarization.





Please read and retain for your files.

Sections 1–4 relate to your brokerage account and are part of the Account Agreement between each Account Holder and Schwab. Sections 5–7 relate to your Schwab Bank High Yield Investor Checking® account and are part of the Account Agreement between each Account Holder and Schwab Bank, if applicable. The terms “I,” “me” and “my” refer to each Schwab or Schwab Bank Account Holder.

Please note that for the purposes of this Power of Attorney (POA), the term “brokerage account” refers to your account with Charles Schwab & Co., Inc. (“Schwab”), a registered broker-dealer, and the term “Schwab Bank High Yield Investor Checking account” (“High Yield Investor Checking account”) refers to your account with Charles Schwab Bank (“Schwab Bank”), an Equal Housing Lender and Member FDIC.

## Section 1. Account Holder’s Authorization of Agent’s Powers

I authorize Schwab to take such actions as Schwab deems necessary to carry out instructions Schwab receives from me and/or Agent. I further authorize Schwab, in its sole discretion and for whatever reason, to request additional documentation from me prior to executing any transaction requested by my Agent. If I have appointed two or more Agents, both Agents will have identical powers as indicated in Section 2 of the Power of Attorney form, and I hereby authorize them to act alone and without the consent of the other Agent or Agents, with respect to the powers granted. In addition, I hereby authorize Schwab, in its sole discretion, to restrict my Account from further activity in the event the Agents enter conflicting or inconsistent instructions.

I authorize Schwab to mail duplicate copies of account statements and/or trade confirmations to the Agent(s). If Agent is associated with a securities firm of the Financial Industry Regulatory Authority (“FINRA”), Schwab is authorized to deliver information concerning my Account, including duplicate confirmations and account statements, to such firm upon written request.

For both FPOA and LPOA, the Agent’s authority will include, without limitation, the authority in the same manner and to the same extent as any Account Holder:

- 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, mutual fund shares, evidences of indebtedness, and any other securities, instruments or contracts relating to securities; and
- (where necessary to complete any transaction) to transfer, convert, endorse, sell, assign, set over and deliver any assets held in the Account (the “Account Assets”) and to make,

execute and deliver any and all written instruments of assignment and transfer; and

- to update certain account information, but not to change the account mailing address or the Account Holder’s account password. Notwithstanding the above, agents with FPOA cannot transfer securities into or out of the Account Holder’s account to or from another brokerage firm or close the Account Holder’s account.

At its discretion, Schwab may, but is not obligated to, decline to accept certain updated account information from the Agent. The Agent under an LPOA is not authorized to withdraw or direct the disbursement of Account Assets from the Account. If my Account has a Margin and Short Account feature approved by Schwab, Agent is authorized to trade on margin, to sell short, to borrow securities, to otherwise cause credit to be extended through the Account, and to secure the performance of obligations in the Account with Account Assets. If my Account is authorized for options trading, after an options trading application is completed by the Agent and approved by Schwab, Agent is authorized to place options orders. Whenever this Power of Attorney is attached to any instrument of assignment or transfer, all persons shall be entitled, without further inquiry or investigation and regardless of the date of such Power of Attorney, to act in reliance upon the assumption that the Account Assets named in such instrument were duly and properly transferred, endorsed, sold, assigned, set over and delivered, and that with respect to such Account Assets the authority conferred herein is still in full force and effect. And, for FPOA only, the authority in the same manner and to the same extent as any Account Holder:

- to withdraw or direct the disbursement of money held in the Account in or into the name of any person or entity, including the Account Holder, the Agent or upon Agent’s instructions

(but not to change or create joint or multiple-party accounts); and

- on my behalf, to enter into further agreements with Schwab regarding my Account, and generally take all actions necessary in connection with the Account, or which are considered desirable by the Agent.

Notwithstanding the aforementioned, if this trading authorization applies to an IRA, QRP, 403(b)(7) or Keogh account (“Retirement Account”) for which Schwab or its affiliate and/or any successor acts as trustee or custodian, this authorization shall allow the Agent to provide trading instructions to Schwab. However, such instructions shall be limited to purchase, exchange and sell orders in any investment permitted by the terms of the Retirement Account and pursuant to Schwab policy, and other incidental transactions subject to the limitations described herein.

And, for FPOA on a Retirement Account only, the authority in the same manner and to the same extent as any Account Holder:

- to direct distributions from the Retirement Account (other than to the Agent) and to make any elections in connection therewith (including, without limitation, elections relating to tax withholding); and
- (if authorized) to execute any beneficiary designation for any Retirement Account held for my benefit at Schwab in favor of any party other than the Agent himself or herself. And, for Authorized Check User only, the Agent’s authority will include, without limitation, the authority in the same manner and to the same extent as any Account Holder to write checks to any person or entity. I agree that until this Power of Attorney is revoked by written notice to Schwab and all checks delivered to the Agent are returned, Schwab may continue to honor all checks written against the Account by the Agent.

## Section 2. Account Holder’s Terms and Conditions

All orders and transactions will be governed by the terms and conditions of all account agreements as applicable to my Account.

**Role of Charles Schwab & Co., Inc.** I acknowledge and agree that:

- Schwab will merely effect trades as directed by Agent (LPOA and FPOA only);
- Schwab will not give legal or tax advice;
- Agent and I are responsible for determining the nature, potential value and suitability for me of any particular investment strategy, transaction (including futures transactions) or security (including equities and options); I will not rely on Schwab for this purpose and,

unless (1) required by applicable law, or (2) a Schwab representative gives advice directly to me or Agent that is clearly identified as a Schwab recommendation for me to enter into a particular transaction or to buy or sell a particular security, Schwab has no responsibility for any such determination;

- Schwab is not acting as a fiduciary;
- I (and not Schwab) am responsible for investigating and selecting Agent;
- Agent is not affiliated with or controlled or employed by Schwab, and Schwab has not approved, recommended or endorsed Agent;
- Agent, and not Schwab, is solely responsible for determining if Agent is required to be

registered as an Investment Advisor with a state agency or the Securities and Exchange Commission (SEC). Registration rules vary by state. I agree that it is Agent’s responsibility, and not Schwab’s, to check his/her state’s applicable rules;

- Unless required by applicable law, Schwab has no duty to review, supervise or monitor any investment decision, trading activity or transaction by Agent in my Account; and
- Schwab reserves the right, in its sole discretion, to no longer honor instructions for Agent and will notify me if it chooses to do so.

In addition, I have investigated the business experience, qualifications and reputation of my

## Section 2. Account Holder's Terms and Conditions (Continued)

Agent and am satisfied with the experience, qualifications and reputation of my Agent.

I understand that Schwab has not provided any advice to me regarding this Power of Attorney, and if there is anything about this Power of Attorney that I do not understand, I should consult with my attorney for an explanation.

**Indemnification.** I hereby ratify and confirm any and all transactions, trades or dealings effected in and for my Schwab account by my Agent, and I agree to indemnify and hold harmless Schwab, its affiliates, and their directors, officers, employees and agents from and against all claims, actions, judgments, settlement amounts, costs and liabilities, including attorneys' fees, arising out of or relating to:

- their reliance on this Power of Attorney;
- Schwab's execution of Agent's instructions; and
- Schwab's execution of disbursement instructions received from Agent (FPOA and Authorized Check User only).

Furthermore, I agree to indemnify and hold Schwab harmless from, and to pay Schwab promptly upon demand for, any and all losses or financial obligations which may arise from the acts or omissions of the Agent with respect to

my Account. I also agree that since Schwab will not review, supervise or monitor trading by the Agent in my Account, Schwab will not be liable and I will not attempt to hold Schwab liable for any trade or decision made by the Agent whom I have selected, regardless of whether or not any such trade or decision was specifically authorized by me.

**Termination of Authority.** This Power of Attorney, authorization and indemnification will remain in effect until Schwab is notified in writing of my death, mental disability, incompetence or incapacity; until I have revoked it by written notification; or until my agent has resigned by written notification and such notification is received by Schwab. Such revocation will not affect my obligations resulting from transactions initiated prior to Schwab's receipt of notice of revocation.

**Transfer Agent (LPOA and FPOA only).** To induce any transfer agent or other third party to act hereunder, I hereby agree that any transfer agent or other third party receiving a duly executed copy or facsimile of this Power of Attorney may act upon it, and that revocation or termination hereof shall be ineffective as to such transfer agent or other third party unless and until actual notice or knowledge of such revocation or termination shall have been

received by such transfer agent or other third party, and I, for myself and for my heirs, executors, legal representatives and assigns, hereby agree to indemnify and hold harmless any such transfer agent or third party from and against any and all claims that may arise against such transfer agent or other third party by reason of such transfer agent or third party having relied on this instrument.

**Assignment.** This Power of Attorney supplements and in no way limits or restricts rights which Schwab may have under existing law or any other agreement with me. This Power of Attorney will bind my heirs, executors, administrators, successors and assigns, and will benefit Schwab's successors, affiliates and assigns.

**Governing Law.** The laws of the state of California (but not the choice of law doctrines), as applied to agreements signed and performed in California, shall apply and bind the parties in any and all questions arising under this Power of Attorney, including questions of validity, interpretation and performance, except that the arbitration agreement in Section 4 shall be governed by the Federal Arbitration Act.

**Arbitration.** I agree to the arbitration provisions in Section 4, which also includes required arbitration disclosures.

## Section 3. Agent's Terms and Conditions

The undersigned Agent and Charles Schwab & Co., Inc. ("Schwab") agree that the authority conferred on the Agent by the Power of Attorney executed by the Account Holder ("Customer") shall be exercised in accordance with the following terms and conditions ("Agreement"):

**Authorization to Make Transactions in the Customer's Account.** Agent may give instructions and take actions with respect to the Account pursuant to the Power of Attorney. Customer may revoke the Power of Attorney at any time by giving written notice to Schwab. Customer will have concurrent full authority at all times to take actions and place orders for the Account. Agent agrees not to take any actions that exceed the authority under the Power of Attorney or any other agreement between the Agent and the Customer.

**Role of Charles Schwab & Co., Inc.** Unless required by applicable law, Schwab will not make or review trading or investment decisions or offer legal or tax advice and is not in any way responsible for reviewing, supervising or monitoring any investment decision or trading activity in a Customer's account. Customer and Agent are responsible for determining the nature, potential value and suitability for Customer of any particular investment strategy, transaction (including futures transactions) or security (including equities and options); Agent will not rely on Schwab for this purpose and, unless (1) required by applicable law, or (2) a Schwab representative gives advice directly to Agent that is clearly identified as a Schwab recommendation for Agent to enter into a particular transaction or to buy or sell a particular security, Schwab has no responsibility for any such determination.

**Trade Confirmations and Account Statements.** Unless the Customer directs otherwise, Schwab will not automatically send duplicate trade

confirmations and account statements to the Agent.

**Agent's Relationship to Schwab.** If appointed FPOA or LPOA, Agent hereby represents that he/she is familiar with and has reviewed the investment goals, guidelines and objectives of the Customer and will invest in a way that is consistent with the Customer's stated goals and objectives. Such Agent will not represent to Customer that Schwab and Agent are affiliated or have any relationship other than that described in this Agreement; that Schwab endorses or recommends the Agent; that Schwab provides any advice other than that described in this Agreement; that Schwab participates in or reviews Agent's trading decisions; or that Schwab manages, supervises or monitors trading in the Account.

Any Agent agrees to immediately notify Schwab of the Customer's death or any termination or revocation of the Power of Attorney and/or modification of the Power of Attorney; Agent also agrees to notify Schwab of any incapacity, incompetence or mental disability of the Customer that would render the Power of Attorney void.

**Compliance with Applicable Law.** Agent will comply with all applicable state and federal laws (including the Investment Advisers Act of 1940 and comparable state laws), rules and regulations as they may be amended from time to time, including, without limitation, making such disclosure as may be required by applicable law, rule or regulation.

Agent further agrees that Agent, and not Schwab, is solely responsible for determining if Agent is required to be registered as an Investment Advisor with a state agency or the Securities and Exchange Commission (SEC).

Registration rules vary by state. Agent agrees to check his/her state's applicable rules.

### Compliance with FINRA Rules of Fair Practice.

Agent represents and warrants that, unless the Agent has given Schwab written notice to the contrary, Agent is not "associated" with a member of the Financial Industry Regulatory Authority, within the meaning of Article I(Q) of the FINRA bylaws. Agent agrees to give Schwab prompt and written notice if Agent later becomes so associated in accordance with FINRA's Conduct Rule 3050 (formerly Section 28 of the Rules of Fair Practice).

**Information.** Agent will provide promptly any information reasonably requested by Schwab concerning the management of the Account or compliance with this Agreement. If questions arise concerning compliance with any law, whether federal or state, Agent will take any action believed by Schwab to be necessary to ensure compliance with applicable law. This provision shall not be read to imply that Schwab has any duty to supervise or monitor Agent's management of Customer's accounts or compliance with applicable law. Agent represents and warrants that all information Agent provides to Schwab in this Agreement, or otherwise at any time, is true, accurate and complete. If any information Agent furnishes to Schwab becomes materially inaccurate, false, or otherwise misleading, Agent agrees to notify Schwab promptly and take such action as is necessary to revise such information.

**Verification.** Agent authorizes Schwab to inquire from any source, including a consumer reporting agency, as to Customer's identity (as required by federal law), creditworthiness and ongoing eligibility for the Account (and that of Customer's spouse, if Customer lives 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.

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### Section 3. Agent's Terms and Conditions (Continued)

**Monitoring of Conversations.** Agent agrees that Schwab may, but is not obligated to, record telephone calls to monitor the quality of service Agent or Customer receives, to verify securities transaction information or for any other valid purpose. Agent acknowledges that Schwab may not be able to locate a tape recording unless Schwab is provided the date and time of the conversation and the full name of the Schwab representative involved in the conversation. Agent agrees that Schwab has the sole right to determine how long tape recordings will be retained.

#### Sale and Control of Restricted Securities (LOA and FPOA only).

Before instructing Schwab to sell securities that are:

- "restricted securities" or securities of an issuer of which Agent or the Customer is an "affiliate" (as those terms are defined in Rule 144 under the Securities Act of 1933), or
- securities that are being sold in reliance on Rule 701 or Rule 145 under such Act, or
- securities of which the Customer or the Agent and the issuer or its underwriter have entered into an agreement restricting the transferability of such securities,

Agent agrees to tell Schwab the status of such securities and promptly furnish whatever information and documents (including opinions of legal counsel, if requested) that Schwab

requests in order to comply with its regulatory duties.

Agent agrees not to hold Schwab liable for delays in the sale or settlement of such securities, or the release of proceeds from such sale resulting from the failure of the issuer's counsel to issue in a timely manner or to approve any necessary legal opinion, or any other action or failure to act of any person or entity other than Schwab.

Agent agrees not to tender any such securities as collateral for an obligation the Customer owes Schwab, unless Agent first obtains Schwab's prior written consent.

**Indemnification.** Agent agrees to indemnify and hold harmless Schwab, its affiliates and their directors, officers, employees and Agents from and against all claims, actions, judgments, settlement amounts, cost and liabilities, including attorneys' fees, arising out of or relating to:

- any breach by Agent of any provision of this Agreement;
- the performance or non-performance of the Agent's services; and
- any dispute involving Agent and Customer.

**Entire Agreement.** This Agreement contains all of the agreements, representations and understandings made between Agent and Schwab. All modifications and amendments must be in writing and signed by Schwab.

Schwab may amend the Agreement with advance notice to Agent.

**Assignment.** Schwab may assign its rights and obligations under this Agreement to any subsidiary, affiliate or successor by merger or consolidation without notice to the Agent, or to any other entity after 30 days' written notice to Agent. Agent may not assign this Agreement without Schwab's prior written consent. This Agreement is binding upon and will inure to the benefit of each party's successors, heirs, legal representative and permitted assigns.

**Waivers.** The failure of either party at any time to require performance by the other party of any provision of this Agreement will not affect in any way the right to require such performance at any time thereafter. The waiver by either party of a breach of any provision hereof will not be taken or held to be a waiver of the provision itself.

**Governing Law.** The laws of the state of California (but not the choice of law doctrines), as applied to agreements signed and performed in California, shall apply and bind the parties in any and all questions arising under this Power of Attorney, including questions of validity, interpretation and performance, except that the arbitration agreement in Section 4 below shall be governed by the Federal Arbitration Act.

**Arbitration.** Agent agrees to the arbitration provisions in Section 4, which also includes required arbitration disclosures.

### Section 4. Account Holder and Agent Agree to Arbitration

**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,

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#### Section 4. Account Holder and Agent Agree to Arbitration (Continued)

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.

#### Section 5. Schwab Bank Account Holder's Authorization of Agent's Powers

I authorize Charles Schwab Bank ("Schwab Bank") to take such actions as Schwab Bank deems necessary to carry out instructions Schwab Bank receives from me and/or Agent. I further authorize Schwab Bank, in its sole discretion and for whatever reason, to request additional documentation from me prior to executing any transaction requested by my Agent. If I have appointed two or more Agents, both Agents will have identical powers as indicated in Section 2 of the Power of Attorney form, and I hereby authorize them to act alone and without the consent of the other Agent or Agents with respect to the powers granted. In addition, I hereby authorize Schwab Bank, in its sole discretion, to restrict my Schwab Bank High Yield Investor Checking® account from further activity in the event the Agents enter conflicting or inconsistent instructions.

For LPOA, my Agent's authority consists of the authority to view account information, balances

and transactions, but not to make withdrawals or transfer funds. My Agent may also request copies of specific account statements upon my request.

For FPOA, my Agent's authority consists of unlimited authority to view account information, balances and transactions, transfer or withdraw money from my Account, including into the name of the Agent, to write checks against my Account, obtain stop payments and generally take any other actions with respect to my Account in the same manner and to the same extent as I am permitted to do. My Agent may also request copies of specific account statements upon my request. I understand that certain access devices may not be made available to my Agent. My Agent is authorized to update certain account information, but not to change the High Yield Investor Checking account mailing address nor to change or create joint accounts. At its discretion, Schwab Bank may,

but is not obligated to, decline to accept certain updated account information from the Agent.

My Agent is authorized on my behalf to enter into further agreements with Schwab Bank regarding my High Yield Investor Checking account and generally to take all actions necessary in connection with the Account, or which are considered desirable by the Agent.

Whenever this Power of Attorney is attached to any instrument of assignment or transfer, all persons shall be entitled, without further inquiry or investigation and regardless of the date of such Power of Attorney, to act in reliance upon the assumption that the Account Assets named in such instrument were duly and properly transferred, endorsed, sold, assigned, set over and delivered, and that with respect to such Account Assets the authority conferred herein is still in full force and effect.

#### Section 6. Schwab Bank Account Holder's Terms and Conditions

All transactions will be governed by the terms and conditions of all account agreements as applicable to my High Yield Investor Checking account.

**Role of Schwab Bank.** I acknowledge and agree that:

- Schwab Bank will merely effect transactions as directed by Agent (LPOA and FPOA);
- Schwab Bank will not give legal or tax advice;
- Schwab Bank is not acting as a fiduciary;
- I (and not Schwab Bank) am responsible for investigating and selecting Agent;
- Agent is not affiliated with or controlled or employed by Schwab Bank, and Schwab Bank has not approved, recommended or endorsed Agent;
- Unless required by applicable law, Schwab Bank has no duty to review, supervise or monitor any transaction by Agent in my High Yield Investor Checking account; and

- Schwab Bank reserves the right, in its sole discretion, to no longer honor instructions from Agent and will notify me if it chooses to do so.

I understand that Schwab Bank has not provided any advice to me regarding this Power of Attorney, and if there is anything about this Power of Attorney that I do not understand, I should consult with my personal attorney for an explanation.

**Indemnification.** I hereby ratify and confirm any and all transactions or dealings effected in and for my High Yield Investor Checking account by my Agent, and I agree to indemnify and hold harmless Schwab Bank, its affiliates, and their directors, officers, employees and agents from and against all claims, actions, judgments, settlement amounts, costs and liabilities, including attorneys' fees, arising out of or relating to:

- their reliance on this Power of Attorney;
- Schwab Bank's execution of Agent's instructions; and

- Schwab Bank's execution of disbursement instructions received from Agent (FPOA only). Furthermore, I agree to indemnify and hold Schwab Bank harmless from, and to pay Schwab Bank promptly upon demand for, any and all losses or financial obligations which may arise from the acts or omissions of the Agent with respect to my High Yield Investor Checking account. I also agree that Schwab Bank will not be liable and I will not attempt to hold Schwab Bank liable for any transaction or decision made by the Agent whom I have selected, regardless of whether or not any such transaction or decision was specifically authorized by me.

**Termination of Authority.** This Power of Attorney, authorization and indemnification will remain in effect until Schwab Bank or Schwab is notified in writing of my death, mental disability, incompetence or incapacity or until I have revoked it by written notification, and such notification is received by Schwab Bank or Schwab. Such revocation will not affect my

## Section 6. Schwab Bank Account Holder's Terms and Conditions (Continued)

obligations resulting from transactions initiated prior to Schwab Bank's or Schwab's receipt of notice of revocation.

**Assignment.** This Power of Attorney supplements and in no way limits or restricts rights which Schwab Bank may have under existing law or any other agreement with me. This Power of Attorney will bind my heirs, executors, administrators, successors and assigns, and will benefit

Schwab Bank's successors, affiliates and assigns.

**Governing Law.** The laws of the state of Nevada (but not the choice of law doctrines), as applied to Schwab Bank agreements signed and/or performed by Schwab Bank, shall apply and bind the Account Holder(s) and Agent(s) in any and all questions arising under Sections 5 through 7 of this Power of Attorney Authorization and

Agreement, including questions of validity, interpretation and performance. All other questions arising out of any other section of this Power of Attorney Application and Agreement shall be governed by California law.

**Arbitration.** The arbitration provision in the Schwab Bank Deposit Account Agreement applies to this Power of Attorney with respect to the Account Holder's agreement with Schwab Bank.

## Section 7. Schwab Bank Agent's Terms and Conditions

The Agent signing in Section 6 of the Power of Attorney form and Schwab Bank agree that the authority conferred on the Agent by the Power of Attorney executed by the Schwab Bank High Yield Investor Checking® Account Holder ("Customer") shall be exercised in accordance with the following terms and conditions:

**Authorization to Make Transactions in the Customer's Account.** Agent may give instructions and take actions with respect to the Account pursuant to the Power of Attorney. Customer may revoke the Power of Attorney at any time by giving written notice to Schwab Bank or Schwab.

Customer will have concurrent full authority at all times to take actions for the Account. Agent agrees not to take any actions that exceed the authority under the Power of Attorney or any other agreement between the Agent and the Customer.

**Role of Schwab Bank.** Unless required by applicable law, Schwab Bank will not make or review transactions or investment decisions or offer legal or tax advice and is not in any way responsible for reviewing, supervising or monitoring any transactions in a Customer's account.

**Account Statements.** Unless the Customer makes a specific request, Schwab Bank will not send duplicate account statements to the Agent.

**Agent's Relationship to Schwab Bank.** Such Agent will not represent to Customer that Schwab Bank and Agent are affiliated or have any relationship other than that described in this Power of Attorney; that Schwab Bank endorses or recommends the Agent; that Schwab Bank provides any advice other than that described in this Power of Attorney; that Schwab Bank participates in or reviews Agent's decisions; or that Schwab Bank manages, supervises or monitors transactions in the Account.

Any Agent agrees to immediately notify Schwab Bank of the Customer's death or any termination or revocation of the Power of Attorney and/or modification of the Power of Attorney; Agent also agrees to notify Schwab Bank of any incapacity, incompetence or mental disability of the Customer that would render the Power of Attorney void.

**Compliance with Applicable Laws.** Agent will comply with all applicable state and federal laws, rules and regulations as they may be amended from time to time, including, without limitation, making such disclosure as may be required by applicable law, rule or regulation.

**Information.** Agent will provide promptly any information reasonably requested by Schwab Bank concerning the management of the Account or compliance with this Power of Attorney. If questions arise concerning compliance with any law, whether federal or state, Agent will take any action believed by Schwab Bank to be necessary to ensure compliance with applicable law. This provision shall not be read to imply that Schwab Bank has any duty to supervise or monitor Agent's management of Customer's accounts or compliance with applicable law.

Agent represents and warrants that all information Agent provides to Schwab Bank in this Power of Attorney, or otherwise at any time, is true, accurate and complete. If any information Agent furnishes to Schwab Bank becomes materially inaccurate, false, or otherwise misleading, Agent agrees to notify Schwab Bank promptly and take such action as is necessary to revise such information.

**Verification.** Agent authorizes Schwab Bank to inquire from any source, including a consumer reporting agency, as to Agent's identity (as required by federal law), creditworthiness and ongoing eligibility for the High Yield Investor Checking account at account opening, at any time throughout the life of the Account, and thereafter for debt collection or investigative purposes.

**Recording and Monitoring Telephone Calls.** Schwab Bank may record or monitor telephone calls between Agent and Schwab Bank. Schwab Bank need not remind Agent of such recording or monitoring before each call unless required to do so by law.

**Indemnification.** Agent agrees to indemnify and hold harmless Schwab Bank, its affiliates and their directors, officers, employees and Agent from and against all claims, actions, judgments, settlement amounts, cost and liabilities, including attorneys' fees, arising out of or relating to:

- any breach by Agent of any provision of this Power of Attorney;
- the performance or non-performance of the Agent's services; and
- any dispute involving Agent and Customer.

**Entire Agreement.** This Power of Attorney and the Schwab Bank High Yield Investor Checking Account Agreement contain all of the agreements, representations and understandings made between Agent and Schwab Bank. All modifications and amendments must be in writing and signed by Schwab Bank. Schwab Bank may amend this Power of Attorney with advance notice to Agent.

**Assignment.** Schwab Bank may assign its rights and obligations under this Power of Attorney to any subsidiary, affiliate or successor by merger or consolidation without notice to the Agent, or to any other entity after 30 days' written notice to Agent.

Agent may not assign this Power of Attorney without Schwab Bank's prior written consent. This Power of Attorney is binding upon and will inure to the benefit of each party's successors, heirs, legal representative and permitted assigns.

**Waivers.** The failure of either party at any time to require performance by the other party of any provision of this Power of Attorney will not affect in any way the right to require such performance at any time thereafter. The waiver by either party of a breach of any provision hereof will not be taken or held to be a waiver of the provision itself.

**Governing Law.** The laws of the state of Nevada (but not the choice of law doctrines), as applied to Schwab Bank agreements signed and/or performed by Schwab Bank, shall apply and bind the Customer(s) and Agent(s) in any and all questions arising under Sections 5 through 7 of this Power of Attorney Authorization and Agreement, including questions of validity, interpretation and performance. All other questions arising out of any other section of this Power of Attorney Authorization and Agreement shall be governed by California law.

**Arbitration.** With respect to its relationship with Schwab Bank, Agent agrees to the arbitration provision located in the Schwab Bank Deposit Account Agreement.

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

Charles Schwab & Co., Inc. and Charles Schwab Bank are separate but affiliated companies and subsidiaries of The Charles Schwab Corporation. Brokerage products are offered by Charles Schwab & Co., Inc., Member SIPC. Deposit and lending products and services are offered by Charles Schwab Bank, Member FDIC and an Equal Housing Lender.

## Certification of Trust—Trust Accounts Only

### Certification, Trust Indemnity and Agreement

In consideration of Charles Schwab & Co., Inc. ("Schwab") opening and/or maintaining Account(s) for the Trust named above (the "Trust"), the undersigned Trustee(s) of the Trust represent, warrant and certify the following:

- The representations made herein are true, complete and accurate.
- The undersigned Trustees are all of the Trustees of the Trust.
- The Trust is in full force and effect.
- The Trust Agreement (as defined above) has not been revoked, modified or amended in any manner that would cause the representations contained in this Certification to be inaccurate or incorrect.
- It is the responsibility of the Trustee(s) to consult with all other Trustees before giving Schwab any instructions regarding the Account(s). Any notice sent to one Trustee shall constitute notice to all Trustees.
- If there is more than one Trustee, Schwab is authorized to follow the instructions of any Trustee and to deliver funds, securities or any other assets in the Account(s) to any Trustee or on any Trustee's instructions on the presumption that the Trustee so acting is so authorized because either (1) the Trust Agreement expressly provides that each Trustee is authorized to act individually, independently and without the consent of the other Trustee(s) for all purposes related to the Account(s), or (2) if the Trust does not contain such an express provision, the Trustee so acting has obtained the requisite consent of the other Trustee(s) in accordance with the requirements of the Trust Agreement.
- Schwab is not responsible for determining the purpose or propriety of any instructions received from any Trustee or for the disposition of payments or deliveries among Trustees.
- Either the Trust Agreement or applicable law grants the Trustee(s) the power to (1) delegate to others (such as Advisor or Managers, as each are defined in the Trust's Account Application ["Application"]) the authority to give trading instructions (and, if applicable, other instructions) with respect to the Account(s), including, without limitation, the Investment Advisor and Manager authorizations that are described and/or indicated in the Application relating to the Trust's Account(s), and (2) pay advisory and related fees to Advisor and, if applicable, Managers, from the Account(s).
- The Trustee(s) have the power under the Trust Agreement to enter into transactions for the

purchase and sale of securities and other investments, including, without limitation, stocks (preferred or common), bonds, mutual funds and certificates of deposit.

- If the Margin Borrowing feature is not or has not been declined with respect to any of the Account(s), the Trust Agreement specifically authorizes the Trustee(s) to maintain a Margin and Short Account and through such Account to purchase securities on margin, to sell securities that the Trust does not own (i.e., short sales) and to borrow securities in connection therewith, to borrow money, to secure the performance of the Trust's obligations to the Account(s) and to grant authority to the brokerage firm, acting as principal or otherwise, to pledge, repledge, hypothecate or rehypothecate assets of the Trust.
- If options are traded with respect to any of the Account(s), the Trust Agreement specifically authorizes the Trustee(s) to trade in all types of options, including, without limitation, the purchase of puts and calls and the writing (sale) of covered and uncovered puts and calls.
- If the Trustee(s) pledge Trust assets (including securities owned by the Trust) to secure obligations owed to Schwab, the Trust Agreement expressly authorizes the Trustee(s) to enter into such pledges.
- If the Trustee(s) pledge assets of the Trust to secure obligations owing from the Trust to third parties, the Trust Agreement specifically authorizes the Trustee(s) to enter into such pledges.
- The Trust Agreement authorizes the Trustee(s) to grant a lien and right of setoff in favor of Schwab to secure the repayment of all present or future indebtedness.
- **The Trustee(s) agree to decline the Margin Borrowing feature if such authorizations for borrowing are not contained in the Trust. Note: Additional documents are required to add someone with Power of Attorney. In order to trade options in a Trust Account through Schwab, the Trust must meet certain financial requirements, and the Trustee(s) must meet certain investment experience requirements and complete a separate Schwab Options Trading and Margin Application.**

The Trustee(s) acknowledge and agree that all prior designations, consents and authorizations which may have previously been agreed to by any prior Trustee(s) acting on behalf of the Account(s) shall continue to apply both with respect to the Trust and to the Trustee(s). The Trustee(s) further acknowledge and agree that the Account will remain subject to any prior

agreements (including any addenda and/or amendments thereto) as may currently be applicable to the Account(s), including but not limited to the terms and conditions of any Account Agreement(s) and Disclosures relating to the Trust, as each may be amended from time to time. The Trustee(s) agree to assume by way of assignment from any prior Trustee(s) all trustee obligations and liabilities set forth in any of the applicable Trust Agreement(s), whether or not each Trustee personally executed such applications or agreement(s) on behalf of the Trust.

Schwab will rely on this Certification and upon the representations made herein unless and until it receives written notice of changed Trustee(s) or written notice of any events affecting the representations of the Trustees' powers made in this Certification. The undersigned Trustee(s) agree to send written notice promptly to Schwab of any change in Trustee(s), of any amendment or modification to the Trust Agreement that would cause the representations contained in this Certification to be or become inaccurate or incorrect, or of the occurrence of any event that would affect the Trust's revocability, the Trustees' powers or any representations made in this Certification.

The undersigned Trustee(s) hereby jointly and severally indemnify Schwab and each of its officers, directors, employees and agents from, and hold such persons harmless against, any claims, judgments, surcharges, settlement amounts or other liabilities or costs of defense or settlement (including attorneys' fees) arising out of, or related to, any actual or alleged improper or unsuitable actions taken at such Trustee's instructions in connection with the Account(s). This indemnification is made by the undersigned Trustee(s) both in their capacities as Trustee(s) and in their individual capacities, and shall not be limited by the Trustees' provision to Schwab of independent documentation concerning the representations made herein.

All names and terms that are not specifically defined in this form (including this Certification) have the same meanings as in the Application (as defined above). In addition, all terms and conditions specified in the Application apply to this form. When completed, signed and accepted by Schwab, this form (including this Certification) will be part of the Application.

The representations and obligations stated herein shall survive termination of the Trust Agreement and the Account Agreement relating to the Account(s).