

This Institutional Intelligent Portfolios Individual Retirement Account Brokerage Agreement (this "Account Agreement") relates to the Institutional Intelligent Portfolios account of each Account Holder (as defined below) and Charles Schwab & Co., Inc. ("Schwab"). This Account Agreement is effective only when Schwab accepts and approves it.

The information I provided when enrolling in my independent investment advisor's ("Advisor") Institutional Intelligent Portfolios program (the "Program") is the "Application." I request that Schwab open an account (my "Account") in the Program in the name(s) listed as Account Holder(s) on the Application. Each Account Holder is referred to herein as "I" or "me."

I agree to read and be bound by the terms of the Schwab IRA and ESA Account Agreement, which was provided to me as part of the enrollment process. The Schwab IRA and ESA Account Agreement, together with the Application, this Account Agreement, the applicable Individual Retirement Plan Agreement and Disclosure Statement and any other agreement I have with Schwab that applies to my Account, each as amended from time to time, are collectively referred to as the "Overall Account Agreement." Where inconsistent, this Account Agreement will supersede the terms and conditions of any other part of the Overall Account Agreement, including the Schwab IRA and ESA Account Agreement. The terms of the Electronic Services Agreement, which is part of the Schwab IRA and ESA Account Agreement, shall apply to all of the Electronic Services (as defined in the Electronic Services Agreement) made available to me by Schwab.

If I elect to revoke my IRA within seven days of receipt of the applicable Individual Retirement Plan and Disclosure Statement, I understand that such revocation will be reported to the Internal Revenue Service as a distribution.

I hereby adopt the Plan set forth in the applicable Individual Retirement Plan and Disclosure Statement, which is made a part of this Account Agreement, establish the Account described above, and name Charles Schwab & Co., Inc. as custodian of the Account. This Account 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 in the Overall Account Agreement.

Electronic Services

During the enrollment process, I agreed that records and disclosures for the Program will be delivered, and agreements will be signed, electronically, and I understand that this is a requirement both now and in the future. As disclosed to me, this includes trade confirmations, account statements, and other documents relating to my Account. It is my obligation to maintain an accurate and up-to-date email address with Schwab and to ensure that I have the ability to read, download, print, and retain documents I receive from Schwab. I understand that if I am unable or unwilling to accept electronic delivery, my enrollment in the Program and my Account may be terminated. If my Account is terminated, I will be required to

transfer my Account assets to another Schwab account or to an account at another custodian; otherwise, my Account assets will be liquidated and the proceeds will be returned to me.

The Program is only offered online through an interactive website and mobile application. I understand that my Advisor has recommended the Program to me. I am expected to communicate primarily with my Advisor, and I may also communicate with Schwab primarily via electronic channels (i.e., email, website or mobile application) and via telephone. Schwab may tape-record any telephone conversations in order to verify data regarding me or my transactions.

Authorizations

I authorize my Advisor, in its discretion and without obtaining my approval, to give instructions to Schwab, as applicable, in (i) selecting the investment strategy in which my Account is initially invested, (ii) modifying that investment strategy by making changes to the exchange-traded funds ("ETFs") or mutual funds (collectively, "Funds") and their percentage allocations in the investment strategy, (iii) replacing that investment strategy with a different one, and (iv) halting (and then resuming) trading in my Account.

Except as otherwise described below specifically concerning disbursement authority, I authorize Schwab to accept instructions from my Advisor for the Account and to take all other actions necessary or incidental to the execution of such instructions as my Advisor shall direct. Schwab, and other people or entities Schwab has given instructions to in order to implement the instructions of my Advisor, may rely on instructions from my Advisor without obtaining my approval, counter-signature, or co-signature. I have authorized my Advisor to take the following actions, and I instruct Schwab to permit my Advisor to: (i) remit checks to me at my address of record and (ii) journal cash and/or securities to a Schwab brokerage account on which I am named Account Holder (known as a first-party transfer). In addition, and only if I have previously authorized my Advisor and instructed Schwab to permit my Advisor to do so, my Advisor may wire funds to accounts on which I am named Account Holder at other financial institutions. Schwab's authority is limited to the authority to give instructions, as agent for my Advisor, for transactions in securities and financial instruments based on the investment strategy for my Account chosen by my Advisor, as well as the authority to suspend trading in my Account if Schwab believes it necessary for reasons related to the Program technology platform. This does not include authority to move cash out of my Account other than for investment purposes or for purposes expressly stated in the Overall Account Agreement. I authorize Schwab to take any actions it deems reasonably necessary to carry out instructions Schwab receives from my Advisor, including, but not limited to, using Account assets for the settlement of trades.

I further authorize Schwab to aggregate transaction orders for my Account with orders for other accounts over which Schwab has

trading authority. If any such aggregated order is executed in more than one transaction, my portion of the order may be deemed to have been executed at the weighted average of the prices at which all such transactions were executed. The authorities I grant above will also apply to any agent Schwab authorizes to act on its behalf in implementing trades for my Account.

I acknowledge and agree that Schwab is acting as a broker-dealer and custodian for transactions in my Account. Schwab, in its capacity as a broker-dealer, will carry out transactions in my Account as my Advisor directs. I also understand that Schwab, as my agent, will establish deposit accounts at Charles Schwab Bank, SSB under the Schwab Intelligent Portfolios® Sweep Program (the "Sweep Program"), which provides access to the Schwab Bank Savings Sweep feature—a brokerage service that will result in automatic deposits and withdrawals of cash to and from my Account. This is more fully described below under "Sweep Program" and in the separate Schwab Intelligent Portfolios Sweep Program Disclosure Statement ("Sweep Disclosure Statement"), which I received at the opening of my Account.

Advisor Fee Payment Authorization

I authorize Schwab to pay investment advisory and related fees from my Account to my Advisor in the amount of my Advisor's instructions. I have authorized my Advisor, in writing, to receive fee payments directly from my Account. Schwab may rely on these instructions submitted by my Advisor and will have no responsibility to confirm these instructions with me or verify the fees. Schwab will use cash in my Account, and also may redeem shares in my Account, to the extent needed to pay such fees. My Advisor's fees debited from my Account will appear on Schwab's statements for my Account. Any fee I pay my Advisor is neither set nor supervised by Schwab.

Roles and Responsibilities

I acknowledge and agree that Schwab is acting as the custodian for my Account and as a broker-dealer for transactions in my Account. My Advisor (and not Schwab) and I are responsible for determining whether the Program and any particular investment strategy in the Program are appropriate for me. Schwab is not acting as an investment advisor to me with regard to (i) my decision to enroll and stay enrolled in the Program or (ii) my choice of investment strategies. I understand that I should read my Advisor's disclosure brochure, which will provide more information regarding the services my Advisor provides to me.

I understand that the implementation of an investment strategy in the Program for my Account will only occur after my Advisor has provided instructions to Schwab specifying the investment strategy for my Account. My Advisor may select a different investment strategy than the one I chose when I submitted my Application, without any limitation on the risk level. Any assets I used to fund my Account at the time of my initial enrollment in the Program will be held in the Sweep Program and will not be invested until Schwab receives instructions from my Advisor as

to which investment strategy my Advisor has chosen for my Account. If I subsequently request a new investment strategy, my request will not be implemented unless and until my Advisor approves it, and my Advisor may choose a different investment strategy from the one I requested without any limitation on the risk level of the strategy chosen by my Advisor for my Account.

I also understand that my Advisor is solely responsible for determining the Funds and their percentage allocations in the investment strategy for my Account.

I acknowledge and agree that Schwab will merely carry out transactions as directed by my Advisor; I (and not Schwab) am responsible for investigating and selecting my Advisor; my Advisor is not affiliated with, or controlled or employed by, Schwab; and Schwab does not have a duty to supervise or monitor the investment strategy chosen by my Advisor for my Account.

My Account

Schwab Brokerage Authorization for My Account.

I agree that Schwab will execute all brokerage transactions for my Account as agent. Pursuant to Section 11(a) of the Securities Exchange Act of 1934, Schwab may execute certain transactions on a national or regional exchange only with my authorization. I specifically authorize Schwab to act as a broker for my Account.

Schwab's Privacy Policy and Disclosure of Account and Other Information.

Schwab respects my privacy. Schwab will use the information I provide to open and service my Account, to communicate with me when necessary, to provide me with additional information about products and services, and to provide to my Advisor, and certain third parties as my Advisor directs Schwab, information as provided in this Account Agreement. Pursuant to this Account Agreement, Schwab may disclose information about me and my Account to certain other third parties. A copy of Schwab's privacy policy can be found at www.schwab.com/privacy. I authorize Schwab to obtain from my Advisor, and for my Advisor to provide to Schwab, information regarding my Account as Schwab may reasonably request. 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 Advisor, if and in such manner as requested by my Advisor; (ii) sending such information about me and my Accounts to third parties as my Advisor shall direct Schwab; and (iii) disclosing information about me and my Accounts to other third parties as provided in Schwab's privacy policy, the Application and the Overall Account Agreement.

Products and Services Provided to Advisor.

Schwab may provide my Advisor, 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 my Advisor. Schwab's provision of these products and services to my Advisor may be based upon clients of my Advisor placing a certain amount of assets in their brokerage accounts at Schwab (i.e., custodying assets at Schwab) within a certain period of time. My Advisor may be influenced by this commitment in recommending the use of Schwab as the custodian for its clients and in recommending

the use of services provided by Schwab and its affiliates, such as the Program. The products and services my Advisor receives from Schwab may not necessarily benefit my Account.

Schwab Advisor Network®. If I was referred to my Advisor through the Schwab Advisor Network, I acknowledge, understand and agree that (1) Schwab Advisor Network member advisors ("Network member advisors") pay Schwab fees to be members; (2) Network member advisors, including my Advisor, 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) my Advisor's membership in Schwab Advisor Network does not change that (A) I am solely responsible for (i) the decision to hire my Advisor, (ii) what authority to give my Advisor and (iii) evaluating my Advisor's services and performance; and (B) Schwab (i) does not supervise my Advisor and (ii) takes no responsibility to monitor my Advisor's performance or transactions in the Account; and (5) I received, read and understand the Schwab Advisor Network Disclosure Document.

Schwab Research. From time to time, Schwab may make available investment research and information ("Schwab research"). I agree and acknowledge that my Advisor and I are responsible for assessing the suitability of the Program for me, even if Schwab research was used in making that determination.

Restrictions on My Activity in the Account

I agree not to trade in my Account while my Account is enrolled in the Program. I or my Advisor may only withdraw assets from my Account by completing a Withdrawal Form online. I understand that a portion of the assets in my Account may be invested in a bank deposit account, as explained below in "Sweep Program."

Account Information and Opening. The Account will be a Schwab One® account without margin, option, Visa® debit card, Schwab BillPay® or checkwriting features. Dividends and capital gains from the investments in my Account will be paid in cash and reinvested by Schwab, as appropriate.

Issuer Communication and Related Actions

I will be sent all issuer and issuer-related communications (proxies, tender offers, proposed mergers, rights offerings, and exchange offers and warrants, among other things), make all voting decisions, and take all actions regarding investments held in my account, unless I have appointed my Advisor to do so. 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 I do not appoint my Advisor, informational copies of issuer and issuer-related communications may be sent to my Advisor.

If I have granted my Advisor trading authority over my account, and my Advisor exercises investment discretion for me pursuant to an advisory contract, I can appoint my Advisor to be sent certain issuer and issuer-related communications that may require a voting decision or other action regarding investments held in my account.

If I have appointed my Advisor, my Advisor will, regarding only those voting decisions or other action communications sent to my Advisor: (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, I will be authorizing my Advisor to make all voting decisions and take all actions on my behalf. I will not be sent informational copies of these communications.

Even if I have appointed my Advisor, I may still be sent certain other issuer and issuer-related communications regarding investments held in my account. I agree that I will be responsible for providing Schwab any applicable instructions or directions on those items.

Funding. If my Account is not funded with the minimum amount required for the Program within 60 days of inception, Schwab may close my Account. If the market value of my Account falls below the specified minimum due to withdrawals, Schwab may require me to deposit additional money or securities to bring the Account up to the required minimum, or remove the Account from the Program.

Disbursements. I acknowledge that, upon completion in writing of a Withdrawal Form, Schwab may take up to five (5) Business Days to process a disbursement from my Account. Schwab will not have disbursement authority on my Account.

Termination by Me. Each of the authorizations I have granted in this Agreement will remain effective until I have terminated this Agreement. I may terminate this Agreement on at least two (2) Business Days' notice by completing and submitting the Institutional Intelligent Portfolios® account unenrollment form. Any termination will not affect my obligations resulting from transactions initiated prior to the effective time of the termination. If I terminate this Agreement, my enrollment in the Sweep Program will automatically terminate. I understand that if I terminate this Agreement, my Account will remain open until I provide instructions to close it and instructions for the disposition of assets in the Account. I understand that liquidating account assets and processing a disbursement to terminate my Account may take up to five (5) Business Days.

If I have any questions about the terms and conditions of this Agreement, I agree to consult with my Advisor and inform Schwab if my Advisor cannot answer my questions.

Termination by Schwab. If Schwab or my Advisor terminates me from the Program, then Schwab will also terminate this Agreement. Examples of reasons that may result in my termination from the Program by Schwab include: (i) failure to maintain a valid email address with Schwab for electronic delivery of documents; or (ii) requesting paper versions of documents such as trade confirmations. Schwab may, in its sole discretion, close or terminate my Account at any time and for any reason. If Schwab terminates my Account, then my Account will also be terminated from the Program. Depending on the reason for the termination, I may have the opportunity to resolve it. If I am unable to remedy the reason for my termination or the reason for the termination cannot be remedied, and if I or my Advisor do not make arrangements to transfer the assets in my Account to another brokerage account at Schwab or another custodian, then the following will occur: (i) my enrollment in the Sweep Program will terminate; and (ii) my Account will no longer be managed through the Program.

Other Terminations. To make the Program available to its clients, my Advisor has in place a service agreement with Schwab in addition to a License and Services Agreement to use the Institutional Intelligent Portfolios® platform in connection with the Program. If either of those agreements is terminated by either party: (i) my enrollment in the Program will be terminated, and (ii) my enrollment in the Sweep Program will terminate.

Account Deposits. I agree to deposit into my Account only cash and securities via wire transfer, mobile check deposit, transfer from another account, or the Schwab MoneyLink® service, which allows clients to make electronic transfers of funds to and from their brokerage account. The Program website and mobile application contain instructions on how to make deposits to my Account.

Funding My Account With Securities.

I acknowledge that if I am able to fund my Account with securities, those securities may be liquidated at my risk and expense without prior notice to me, and without taking into account the realization of a taxable gain or loss that may result to me. Depending on the number of shares, the type of security, and market conditions, I acknowledge that I may receive a sale price that is less favorable than if the sale involved a more marketable or liquid position. I will be responsible for all tax liabilities that result from any sale of deposited securities. Neither Schwab nor my Advisor will have any responsibility for the performance of those securities pending their liquidation or other resolution.

Ineligible Securities. I agree not to deposit into my Account securities that are: (a) "restricted securities" or securities of an issuer of which I am an "affiliate" (as those terms are defined in Rule 144 under the Securities Act of 1933, as amended ["Securities Act"]); (b) securities that are being sold in reliance on Rule 701 and/or Rule 145(d) under the Securities Act; (c) securities of an issuer as to which I and the issuer or its underwriter have entered into an agreement restricting their transferability; (d) Non-Standard Assets, which include, but are not limited to, non-publicly traded limited partnership interests, foreign securities and non-marketable securities; or (e) individual bonds or notes.

Retirement Accounts. I represent that my Account is not a retirement account subject to the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). I acknowledge that Schwab has no discretionary authority or control over the investments in my Account, and that Schwab and its representatives are not "investment managers" as defined in ERISA. Schwab does not and will not render advice on a regular basis pursuant to an arrangement or understanding that such advice shall serve as a primary basis for investment decisions with respect to my Account.

Fees

Schwab does not charge trading commissions or assess any fees on my Account for me to participate in the Program. However, Schwab and its affiliates do earn revenue from the underlying assets in the accounts. This revenue comes from managing Schwab Funds® providing services relating to certain third-party Funds that can be selected for the portfolio, and from the cash feature on the accounts. Revenue may

also be received from the market centers where Fund trade orders are routed for execution. I understand I may incur sales charges, redemption fees, and other costs, and am responsible for any tax consequences if I redeem securities to fund my Program account.

Investment Restrictions

If I have indicated on the Application that I wish to impose investment restrictions on my Account, I understand that the implementation of my request is subject to the approval of my Advisor, as Program administrator. I understand that I will not be able to restrict Funds in any given asset class that would result in no Funds in any such asset class. I also understand that an Account with an investment restriction may perform differently than an Account without investment restrictions. I acknowledge that I will not be able to impose restrictions on the management of Funds.

Sweep Program

The section titled Schwab's Cash Features Program in the Schwab IRA and ESA Account Agreement is hereby amended to eliminate everything except the section headed "Bank Sweep Feature." The title of that section is hereby changed to "Schwab Intelligent Portfolios® Sweep Program" and the reference to "Bank Sweep Feature" is eliminated. The Schwab Intelligent Portfolios Sweep Program shall be defined as the "Sweep Program" for purposes of this section. Interest will be paid by Charles Schwab Bank, SSB on balances in my Deposit Accounts as set forth in the Sweep Disclosure Statement. The term "Deposit Accounts" is defined in the Sweep Disclosure Statement. The Sweep Disclosure Statement as updated and published by Schwab from time to time is incorporated herein and made a part hereof. Any discrepancy between the Sweep Disclosure Statement and the Overall Account Agreement will be resolved in favor of the Overall Account Agreement. I hereby grant to Schwab the authority to change the cash investment allocation from the Sweep Program to another cash savings or investment product or vehicle offered by a Schwab entity or a third party.

General Terms

Schwab One® Accounts. I authorize Schwab to make inquiries for the purpose of verifying my creditworthiness and the creditworthiness of my spouse if I am married and live in a community property state. Such inquiries may include verifying information I have given in my Application, contacting my employer and obtaining credit reports. I further authorize Schwab to disclose information to others about me and my Account when it is necessary for completing transactions; to comply with a government agency request or court order, such as the IRS or the SEC; to verify the existence and condition of my Account for a third party, such as a credit bureau or merchant; and as otherwise authorized by the Schwab One Account Agreement. If I have more than one account at Schwab, this authorization further authorizes Schwab to direct transfers between my accounts at Schwab when no written authorization is requested.

Amendment of Overall Account Agreement.

Schwab may, in its sole discretion and at any time, amend the terms of the Overall Account Agreement upon prior or concurrent written notice to

me. Once I am sent such notice, I may terminate the Overall Account Agreement by terminating this Agreement as described above under "Termination by Me." Termination of this Account Agreement will not affect my obligations arising before such termination is effective. Any amendment will be effective on the date Schwab specifies and/or as otherwise required by law. If I do not terminate this Account Agreement prior to the effective date of an amendment, I will be deemed to have agreed to such amendment. Immediately upon termination of the Overall Account Agreement, my eligibility to receive the services and benefits within the Program will cease.

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 my Account (and that of my spouse, if I live in a community property state) at the time of opening the Account, at any time throughout the life of the Account, and thereafter for debt collection or investigative purposes.

Indemnification. I agree to indemnify and hold harmless Schwab and its affiliates, 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 my Application or (2) Schwab's execution of my Advisor's instructions.

Account Ownership. If my account is held as Joint Tenants With Right of Survivorship, on the death of either joint tenant, the entire Account will vest in and belong to the surviving joint tenant(s). If my account is held as Tenants in Common, each tenant in common will be deemed to own an equal interest in the Account unless otherwise specified, and on the death of either tenant in common, the decedent's interest shall vest in and be distributed to that party's estate. For Custodial Accounts 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).

Non-Public Information. If I am a director, 10% or more shareholder or policy-making officer of one or more publicly traded companies or otherwise come into possession of material non-public information regarding a publicly traded company, I understand that I must not disclose any such information to any personnel of Schwab, my Advisor, or their affiliates.

Orders. Schwab shall take action upon receipt of orders to execute as soon as is practical. I understand and agree that there may be order transmission and execution delays in the execution of transactions for my Account. I understand that because of these delays, there may be a significant period of time between when securities orders are sent to Schwab and Schwab's actual execution of those orders. Schwab shall not be liable for losses in my Account or other consequences resulting from the timing of or other decisions for the placement of orders. Schwab may restrict the number, type, or form of transactions for my Account to comply with applicable laws and rules.

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 Account Agreement contains a predispute arbitration clause. By signing an arbitration agreement, the parties agree as follows:

- All parties to this Account 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 Account 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 for 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 Account Agreement except to the extent stated herein.

Arbitration Agreement. Any controversy or claim arising out of or relating to (i) this Account 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 the Program; (iii) transactions in the Account or any other Schwab account; or (iv) my relationship with Schwab, its parent company, 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 my Account and/or the termination of services rendered under this Account 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 attorney's fees. 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 Overall Account 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 Overall Account 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.

Successors and Heirs. This Agreement supplements and in no way limits or restricts rights that Schwab may have under any other agreement with me. Additionally, this Agreement will bind my heirs, executors, administrators, successors and assigns, and will benefit Schwab's successors and assigns.

Unclaimed Property. If no activity occurs in my Account within the time period specified by applicable state law, the Account may be transferred to the appropriate state.

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

Impartial Lottery for Securities Subject to Partial Call or Partial Redemption. If Schwab holds securities for me in street name, in Schwab's name, or in bearer form that are subject to partial call or partial redemption, then in the case of a partial call or partial redemption Schwab will use an impartial lottery system to select the securities to be called or redeemed from among accounts holding those securities. For a description of Schwab's lottery system, please visit www.schwab.com/PartialCalls. If I would like a printed description of Schwab's lottery system mailed to me, I can contact a Schwab representative at 1-800-515-2157.