

# Update Your Schwab One International® Corporate Account

## for Incorporated Organizations

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

For important disclosures about our relationship with you and the services we can provide, please visit schwab.com/transparency.

- · Use this form to update information for Authorized Individuals, Control Persons, and/or Beneficial Owners for your Organization.
- · If an existing Authorized Individual is being revoked and replaced, please provide a copy of an organizational document (e.g., Corporate Resolution, Board Resolution, or Board Meeting Minutes) in English as proof of appointment to transact on behalf of the Organization.
- · If a Legal Entity or Trust is being added as a Control Person or ≥10% Beneficial Owner, please provide formation documents (in English) for each Legal Entity, or first and signature pages of the Trust document for each trust.
- When adding a new Control Person, Authorized Individual, and/or ≥10% Beneficial Owner, please provide proof of identity (e.g., a passport, including a copy of the pages of the current passport that contain a photo and personal information, including name and date of birth) and additional documentation, such as an original or a copy of a utility bill (not more than 12 months old).
- · If you wish to add options and/or margin trading to your account, additional documentation is required.
  - · Retail International Clients: Add Options Trading and Margin to Your Account
  - · Advisor Services Clients: Options Trading and Margin Application

rease check the circle below that corresponds to your request:
Complete Sections <b>1–4a</b> if you are adding individuals that are Authorized Individuals, Control Persons/Beneficial Owners, and/or ≥10% Beneficial Owners for your Organization.
Ocomplete Sections 1–3 and then 4b if you are adding a Control Person(s) or ≥10% Beneficial Owner(s) that is a Legal Entity(s).
$\bigcirc$ Complete Sections <b>1–3</b> and then <b>4c</b> if you are adding a Trust(s) that is a $\ge$ 10% Beneficial Owner(s).
Complete Sections 1–3 and then 5 if you are revoking an existing Authorized Individual(s).

#### 1. Account Information

Charles Schwab & Co., Inc. ("Schwab") will use the information you provide to open and service your account, communicate with you, and provide information about products and services. Read about Schwab's privacy policy at www.schwab.com/privacy. As required by law, Schwab will use the information provided to verify the identity of your Organization and its Authorized Agents. As provided in the Agreement, Schwab is also authorized to inquire as to the creditworthiness of the Organization or of any person associated with your account(s).

Name of Organization			
_			
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.)

#### 2. Required Information About the Organization's Primary Business or Professional Activity

Jurisdiction of Incorporation	Primary Business or Professional Activity



3. Required Information Ab	out the Account				
Source of Funds in Account (C	heck all that apply.)				
Please provide the source of as	ssets that will be held in th	ne account(s	s).		
OSalary, wages, savings	OWorking capital		O Investment capita	l gains	
Ocorporate income	Family, relatives, inhe	eritance	OSales of property		
Other (Please specify.):					
Purpose of Account (Check all	that apply.)				
Business operating revenue	and expense processing	○Investi	ng of retirement funds	Onvesting of college funds	
O Investing for estate planning	g purposes	Busine	ess payroll processing	<ul><li>Business funding</li></ul>	
Onvesting of pooled assets		○Investi	ng of business revenue	Business cash management and	d treasury
General investing		○Investi	ng for tax benefits		
Other (Please specify.):					
≥10% of the Organization	individual or Legal Entity/on in the future. If checked ficers, and managing mem  • Any individual or repre authorized by the Orga	I, complete to abers).  sentative of anization to: ties;	the following for Authorize	. You agree to notify Schwab if or whe ed Individuals and at least one Contro per, officer, employee, or agent of the	ol Person (e.g.,
	Withdraw and trans				
	Sign contracts, wai     Otherwise conduct		ieases; and ith Schwab on behalf of tl	he Organization	
	Complete Individual 1	below if you		d Individual who will receive all email	correspondence from
	Schwab will have no of instruction provided by	_		e validity of, or authority with respect	to, any transaction or
Control Persons	Financial Officer, Chief	Operating C	Officer, Managing Member	Organization (e.g., a Chief Executive or, General Partner, President, Vice Pre	sident, or Treasurer).
				is a Control Person of the Organization	n.
≥10% Beneficial Owners	<ul> <li>At least one Control Period</li> <li>Each individual, if any, person that owns ≥10%</li> </ul>	who owns, d	lirectly or indirectly, ≥10%	of the equity interests of the Organizat	tion (e.g., each natura
			equity owner of the Organ	nization, the Trustees are considered B and Trustee information.	eneficial Owners per
	• Please note that the Be	eneficial Owr	nership information provid	ed in this application will be applied to	all other similarly

registered Organization accounts with the same Taxpayer Identification Number (TIN) maintained at Schwab.



#### 4a. Add Individuals Who Are Authorized Individuals, Control Persons, and/or ≥10% Beneficial Owners

If there are more than two new individuals who are Authorized Individuals, Control Persons, and/or ≥10% Beneficial Owners, please make, complete, and attach additional copies of this section.

#### Individual 1

Role of Individual on Account (Select all						
Primary Authorized Individual A		Control Person	≥10%	Beneficial Owner		
Title or Capacity of Individual (Select all that	at apply.)					
○ CEO ○ CFO	○ coo	Chairman of the Bo	oard	Member/Managin	g Member	Partner/General Partner
President Vice President	Treasurer	Assistant Treasure	r	Representative of	Member	Representative of Partner/General Partner
Owner Secretary	Assistant Secretary	Manager		Representative of	Manager	Other (specify):
First Name/Given Name		Middle			Last Name	(s)/Surname(s)
Home Street Address (no P.O. boxes)						
City	State or Province			Country		Postal or Zip Code
				,		
Mailing Address (if different from above;	P.O. boxes may be used	)				
City	State or Province			Country		Postal or Zip Code
Preferred Telephone Number (Country C	ode) (City/Area Code) (N	lumber)		Alternate Telephone N	umber (Cour	ntry Code) (City/Area Code) (Number)
○ Home ○ Business ○ Mobile				O Home O Busine	ess O Mol	bile
U.S. Social Security/Tax ID No. (if applic	cable) Date of Birt	th (mm/dd/yyyy)	Coun	try of Birth		Email Address
Country(ies) of Citizenship (Must list all.	)				Country of L	Legal (Physical) Residence
○ USA ○ Other:		Other:			O USA (	Other:
Passport Number	Place	of Issuance				Expiration Date (mm/dd/yyyy)
Employment Status (Please check only of	one.)					
○ Employed ○ Self-Employed ○	Retired O Homemak	er 🔾 Student 🔾 I	Not Em	ployed		
Occupation (If you selected "Employed"	or "Self-Employed," plea	ase select one option	that be	est describes your occu	pation.)	
Business Owner/Self-Employed	O Financial Services/	Banking Professional		<ul><li>Military</li></ul>		○ Consultant
Executive/Senior Management	O Information Techno	logy Professional		<ul><li>Educator</li></ul>		Other (specify):
Medical Professional	Other Professional			O Clerical/Admi	nistrative Se	ervices
Legal Professional	O U.S. Government E	mployee (Federal/Stat	e/Loca	al) Trade/Service	e (Labor/Mai	nufacturing/Production)
Accounting Professional	O Foreign Governmen	nt Employee (Non-U.S.)		O Sales/Market	ting	
Employer Name/Business Name						
Business Street Address						
City	State or Province			Country		Postal or Zip Code
For Beneficial Owners Only:						
What is your percentage of ownership?	%					
What is your source of wealth? (Check all the	hat apply.)	_		_		_
Salary, wages, savings	amily, relatives, inheritanc	e Citigation a	ward	Gambling		Social Security benefits
Investment capital gains	vention/patent	O Lottery		Sale of proper	ty or busines	s Gifts



## 4a. Add Individuals Who Are Authorized Individuals, Control Persons, and/or ≥10% Beneficial Owners (Continued)

Individual 1 (Co	ntinued)			,		,		,
The Next Two Q	uestions Are Req	uired by Inc	dustry Re	egulations:				
			_			ge or FINRA, or a munic	-	
O No O Yes	(If "yes," you must at	tach a letter f	rom your e	mployer or affiliated bro	oker-d	ealer approving the est	ablishment o	of your account when submitting this application.
List the company i	List the company name							
Are you a director,	10% shareholder, or	policy-making	officer of a	publicly held U.S. com	pany?			
○ No ○ Yes	(If "yes," enter compa	any name			;	and trading symbol		)
Individual 2		<u> </u>						
Role of Individual	on Account (Select all	that apply.)	'					
O Authorized Ind	ividual O Control F	Person ○ ≥	10% Benef	icial Owner				
Title or Capacity of	Individual (Select all th	at apply.)						
CEO	СГО	O coo		Chairman of the Bo	ard	Member/Managin	g Member	Partner/General Partner
President	Vice President	Treasure	r	Assistant Treasurer	r	Representative of	Member	Representative of Partner/General Partner
Owner	Secretary	Assistan	t Secretary	Manager		Representative of	Manager	Other (specify):
First Name/Given	Name			Middle			Last Name(	s)/Surname(s)
Home Street Addr	ess (no P.O. boxes)			-				
City		State o	or Province			Country		Postal or Zip Code
Mailing Address (if	different from above;	P.O. boxes ma	ay be used)	)				
City		State	or Province			Country		Postal or Zip Code
City		State	or Province			Country		rostal of Zip code
Preferred Telephor	ne Number (Country C	ode) (City/Are	a Code) (N	umber)		Alternate Telephone No	umber (Coun	try Code) (City/Area Code) (Number)
O Home O Bu	siness O Mobile					O Home O Busine	ss O Mob	ile
U.S. Social Securi	ty/Tax ID No. (if applic	cable) [	ate of Birt	h (mm/dd/yyyy)	Count	try of Birth		Email Address
Country(ies) of Cit	izenship (Must list all	.)		I			Country of L	egal (Physical) Residence
USA Othe	ar.			Other:			O USA C	Other:
Passport Number			Place	of Issuance				Expiration Date (mm/dd/yyyy)
Employment Statu	s (Please check only	one.)						
○ Employed ○	Self-Employed	Retired O	Homemake	er O Student O N	lot Em	ployed		
Occupation (If you	selected "Employed"	or "Self-Emp	loyed," plea	ase select one option t	hat be	st describes your occu	pation.)	
Business Own				Banking Professional		Military		Consultant
Executive/Sen	ior Management	O Informat	ion Techno	logy Professional		○ Educator		Other (specify):
Medical Profes	ssional	Other Pro	ofessional			O Clerical/Admi	nistrative Se	rvices
C Legal Professi	onal	O U.S. Gov	ernment Eı	mployee (Federal/State	e/Loca	II) Trade/Service	e (Labor/Man	nufacturing/Production)
Accounting Pro	ofessional	O Foreign (	Governmen	t Employee (Non-U.S.)		O Sales/Market	ing	
Employer Name/B	usiness Name	,						

Country



Postal or Zip Code

City

Business Street Address

State or Province

#### 4a. Add Individuals Who Are Authorized Individuals, Control Persons, and/or ≥10% Beneficial Owners (Continued) Individual 2 (Continued) For Beneficial Owners Only: What is your percentage of ownership? What is your source of wealth? (Check all that apply.) Family, relatives, inheritance Litigation award ○ Gambling O Social Security benefits Salary, wages, savings O Investment capital gains O Invention/patent OLottery Sale of property or business ○ Gifts The Next Two Questions Are Required by Industry Regulations: Are you affiliated with or employed by a U.S. stock exchange or member firm of a U.S. exchange or FINRA, or a municipal securities broker-dealer? No 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 U.S. company? No Yes (If "yes," enter company name and trading symbol 4b. Add Control Person/Beneficial Owner That is a Legal Entity If you are adding a Control Person that is a Legal Entity or a Trust, or a Beneficial Owner that is a Legal Entity, complete the section below—all information is required. Additionally, please complete the information requested for at least one of the Control Persons/Trustees of the Legal Entity/Trust, and all Beneficial Owners of each ≥10% Beneficial Owner entity being added. If there are additional legal entities being added that do not fit in the space below, complete and attach additional copies of this section. If you are adding a Beneficial Owner that is a Trust, please skip to Section 4c. Title (Select all that apply.) ○ ≥10% Beneficial Owner Ontrol Person Name of Legal Entity If Legal Entity is known by another name, enter name. Legal Entity Telephone Number Legal Entity Tax ID Number Corporate Registration Number O Check if the jurisdiction does not have (Country Code) (City/Area Code) (Number) (if applicable) a registration number. Legal Entity Street Address (no P.O. boxes) City State or Province Postal or Zip Code Country Mailing Address (if different from above; P.O. boxes may be used) City State or Province Country Postal or Zip Code Jurisdiction of Incorporation Date of Incorporation (mm/dd/yyyy) Company Registration Number For Beneficial Owners Only: What is your percentage of ownership? What is your source of wealth? (Check all that apply.) O Social Security benefits Litigation award O Salary, wages, savings Family, relatives, inheritance Gambling Investment capital gains O Invention/patent O Lottery Sale of property or business ○ Gifts Provide the following information for at least one Control Person/Trustee for the above Legal Entity/Trust. If information was provided for the Control Person/Trustee in Section 4a, list only his/her name below. Control Person/Trustee Title (Select all that apply.) Ontrol Person/Trustee >10% Beneficial Owner First Name/Given Name Middle Last Name(s)/Surname(s)



Home Street Address (no P.O. boxes)

## 4b. Add Control Person/Beneficial Owner That is a Legal Entity (Continued)

**Control Person/Trustee** (Continued)

City	State or Province		Country		Postal or Zip Code	
Preferred Telephone Number (Country Code) (City/Area Code) (Number)  Altr			Alternate Telephone N	umber (Coun	try Code) (City/Area Code) (Number)	
O Home O Business O Mobile	e		○ Home ○ Business ○ Mobile			
U.S. Social Security/Tax ID No. (if ap	plicable) Date of Bir	irth (mm/dd/yyyy)		Country of E	Birth	
Country(ies) of Citizenship (Must list	all.)			Country of L	Legal (Physical) Residence	
○ USA ○ Other:		Other:		O USA C	Other:	
Passport Number	Place of Is				Expiration Date (mm/dd/yyyy)	
Employment Status (Please check or	nlv one.)					
Employed    Self-Employed (	, ,	Student Not Em	played			
Occupation (If you selected "Employed						
	ed" or "Self-Employed," please s	•		pation.)	O Consultant	
Business Owner/Self-Employed			○ Military		-	
Executive/Senior Management	On Information Technology	Professional	○ Educator		Other (specify):	
Medical Professional	Other Professional		Clerical/Admi			
Legal Professional	U.S. Government Emplo				nufacturing/Production)	
Accounting Professional	Foreign Government Em	iployee (Non-U.S.)	Sales/Market	ting		
Employer Name/Business Name						
Business Street Address						
City	State or Province		Country		Postal or Zip Code	
		<ul><li>Litigation award</li><li>Lottery</li></ul>	<ul><li>Gambling</li><li>Sale of proper</li></ul>	ty or husiness	Social Security benefits     Gifts	
			Sale of brober	Ty or Dusiness	s Guits	
The Next Two Questions Are R						
Are you affiliated with or employed by  No Yes (If "yes," you must	-	-		-	es broker-dealer? of your account when submitting this application.	
List the company name			)			
Are you a director, 10% shareholder of	or policy-making officer of a publ	licly held U.S. company?	<i>_</i>			
○ No ○ Yes (If "yes," enter con		a	and trading symbol		1	
○ NO ○ Yes (II yes, enter cor	npany name		and trading symbol		··)	
	00/ Banafiaial Owners					
	rent Trustee is required. If	,			neficial Owners per industry regulations. eficial Owner of the Organization, please	
Name of Trust						
Jurisdiction of Establishment			Data of Establishment	- /mm /dd /ww	A	
Jurisaiction of Establishinent			Date of Establishment	. (Milli/uu/yyy	(y)	
What is the Trust's percentage of ow	nershin in the Organization?	%				



#### 4c. Add Trusts That Are ≥10% Beneficial Owners (Continued)

Please complete Part 1 for a current Trustee(s) that is an Individual and Part 2 for a current Trustee that is an Entity Trustee.

#### Part 1: Trustee(s) That Is an Individual

Provide the following information for at least one current Trustee of the aforementioned Trust. If information was provided for a current Trustee in Section 4a or 4b, list only his/her name below.

#### **Trustee**

First Name/Given Name	Middle		Last Name(s)/Surname(s)			
Business Street Address (no P.O. boxe	es)					
City	State or Province	Country	Pos	stal or Zip Code		
Preferred Telephone Number (Country  O Home O Business O Mobile		Alternate Telephone  Home Busin	Number (Country Code) (City/	Area Code) (Number)		
U.S. Social Security/Tax ID No. (if app	Date of Birth (mm/dd/yyyy)	1	Country of Birth			
Country(ies) of Citizenship (Must list a	-		Country of Legal (Physical)  USA Other:  Expiration Dat			
Employment Status (Please check only one.)  Employed Self-Employed Retired Homemaker Student Not Employed  Occupation (If you selected "Employed" or "Self-Employed," please select one option that best describes your occupation.)  Business Owner/Self-Employed Financial Services/Banking Professional Military Consultant						
Executive/Senior Management     Medical Professional     Legal Professional     Accounting Professional	Executive/Senior Management					
Employer Name/Business Name	Foreign Government Employee (Non-U.S.)	○ Sales/Mark				
Business Street Address						
City	State or Province	Country	Pos	stal or Zip Code		
	equired by Industry Regulations:					
Are you affiliated with or employed by  No Yes (If "yes," you must	a U.S. stock exchange or member firm of a U.S. excha attach a letter from your employer or affiliated broker-					
	r policy-making officer of a publicly held U.S. company	·/· /?				
○ No ○ Yes (If "yes." enter com	pany name	and trading symbol		)		



#### 4c. Add Trusts That Are ≥10% Beneficial Owners (Continued)

#### Part 2: Entity Trustee

Complete this section if the Trustee is an entity (corporate trustee or other entity).

•						
Name of the Legal Entity (as shown on t	the charter or other legal document creat	ing the legal entity; here	inafter referr	red to as the "Legal Entity")		
If Legal Entity is known by another name	enter name.			Legal Entity Tax ID Number (if a	applicable)	
Legal Entity Street Address (no P.O. box	es)			Telephone Number (Country Coo	de) (City/Area Code) (Number)	
City		State or Province	Counti	 :rv	Postal or Zip Code	
					·	
Jurisdiction of Incorporation	Date of Incorporation (mm/dd/yy	уу)	Company F	Registration Number		
Required Information About Enti Complete this section for one Co	ty Trustee Control Person ntrol Person of the aforementione	ed Entity Trustee.				
Entity Trustee Control Person						
First Name/Given Name	Middle		L	Last Name(s)/Surname(s)		
Home Street Address (no P.O. boxes)						
City	State or Province	Country		Postal or 2	Zip Code	
Preferred Telephone Number (Country C	Code) (City/Area Code) (Number)	Alternate T	elephone Nur	mber (Country Code) (City/Area C	Code) (Number)	
○ Home ○ Business ○ Mobile		○ Home	○ Home ○ Business ○ Mobile			
U.S. Social Security/Tax ID No. (if appli	cable) Date of Birth (mm/dd/	<sup>'</sup> (yyyy)	0	Country of Birth		
Country(ies) of Citizenship (Must list all	.)		(	Country of Legal (Physical) Reside	ence	
○ USA ○ Other:	Other:		(	○ USA ○ Other:		
Passport Number	Place of Issuance			Expiration Date (mm,		
Employment Status (Please check only	one.)					
○ Employed ○ Self-Employed ○	Retired O Homemaker O Student	O Not Employed				
	or "Self-Employed," please select one o		s your occupa	ation.)		
Business Owner/Self-Employed	Financial Services/Banking Profess	_	ilitary	O Consultant		
Executive/Senior Management	Information Technology Professiona		ducator	Other (specify)	):	
Medical Professional	Other Professional			istrative Services		
C Legal Professional	U.S. Government Employee (Federa					
Accounting Professional  Employer Name/Business Name	Foreign Government Employee (Non	ı-U.S.)	ales/Marketir	ıg		
Employer Name/Business Name						
Business Street Address						
City	State or Province	Country		Postal or 2	Zip Code	
The Next Two Questions Are Rec	uired by Industry Regulations:					
Are you affiliated with or employed by a	U.S. stock exchange or member firm of a	U.S. exchange or FINRA	, or a municip	pal securities broker-dealer?		
O No O Yes (If "yes," you must a	ttach a letter from your employer or affilia	ated broker-dealer appro	ving the esta	blishment 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 U.S	S. company?				

and trading symbol



○ No ○ Yes (If "yes," enter company name

#### 5. Revoke Authorized Individual(s), Control Person(s), and/or ≥10% Beneficial Owner(s)

Revoke all of the following individuals (including Trustees) or legal entities (including Trusts and Entity Trustees) who are Authorized Individual(s), Control Person(s), and/or ≥10% Beneficial Owner(s).

Name of Individual/Legal Entity	Role of Individual to be Removed (Select all that apply.)
	Authorized Individual  ○ Control Person  ○≥10% Beneficial Owner
Name of Individual/Legal Entity	Role of Individual to be Removed (Select all that apply.)
	Authorized Individual  ○ Control Person  ○≥10% Beneficial Owner
Name of Individual/Legal Entity	Role of Individual to be Removed (Select all that apply.)
	Authorized Individual  ○ Control Person  ○≥10% Beneficial Owner
Name of Individual/Legal Entity	Role of Individual to be Removed (Select all that apply.)
	Authorized Individual  ○ Control Person  ○≥10% Beneficial Owner
Name of Individual/Legal Entity	Role of Individual to be Removed (Select all that apply.)
	Authorized Individual  ○ Control Person  ○≥10% Beneficial Owner
Name of Individual/Legal Entity	Role of Individual to be Removed (Select all that apply.)
	Authorized Individual  ○ Control Person  ○ ≥10% Beneficial Owner
Name of Individual/Legal Entity	Role of Individual to be Removed (Select all that apply.)
	Authorized Individual  ○ Control Person  ○ ≥10% Beneficial Owner
Name of Individual/Legal Entity	Role of Individual to be Removed (Select all that apply.)
	Authorized Individual  ○ Control Person  ○≥10% Beneficial Owner
Name of Individual/Legal Entity	Role of Individual to be Removed (Select all that apply.)
	Authorized Individual  ○ Control Person  ○≥10% Beneficial Owner
Name of Individual/Legal Entity	Role of Individual to be Removed (Select all that apply.)
	Authorized Individual  ○ Control Person  ○ ≥10% Beneficial Owner

#### 6. New Authorized Individual Signature(s)

By signing this Authorization, each individual in his or her representative and individual capacity ("you") certifies, represents, and warrants that all the information supplied in this Authorization is complete, true, and correct. You also agree that you have received and read a copy of the attached Application Agreement, which contains a predispute arbitration clause. You acknowledge and agree that this arbitration clause is a binding obligation both of the Organization and of you with respect to your capacity as an Authorized Individual on the account(s).

You represent and warrant that you have all the requisite power and authority to (1) provide tax certifications; (2) establish, maintain, and operate an account(s) with Schwab on behalf of the Organization; and (3) bind the Organization to the Application Agreement and all incorporated agreements and disclosures, including, but not limited to, the Schwab One International® Corporate Account Agreement and the *Charles Schwab Pricing Guide for Individual Investors*, each as amended from time to time (the "Agreement and Disclosures"). You represent and warrant that the Organization documents, resolutions, agreements, and laws governing the Organization permit the establishment and maintenance of the account(s) in accordance with the Agreement and Disclosures. You represent and warrant that you will not take any action or provide any instruction to Schwab that exceeds your authority under the Organization documents, resolutions, agreements, and laws governing the Organization.

You represent and warrant that each Authorized Individual listed on this Application or subsequently provided to Schwab is authorized by the Organization to act individually, independently, and without the consent of any owner, member, manager, partner, board, director, officer, or other person of the Organization. You represent and warrant that any notice sent to any Authorized Individual will constitute notice to the Organization. You represent and warrant that nothing in the Organization documents, agreements, and laws governing the Organization imposes any obligation upon Schwab for determining the purpose or propriety (i) of any instructions received from any Authorized Individual or (ii) of payments or deliveries to or among Authorized Individuals.

You authorize Schwab to apply the Beneficial Ownership information provided in this Update Form to all other similarly registered Organization accounts with the same Taxpayer Identification Number (TIN) maintained at Schwab.

You authorize Schwab to inquire from any source, including a consumer reporting agency, as to the identity of you and any organization you represent (as required by federal law), your or the Organization's creditworthiness, and your or the Organization's ongoing eligibility for the account(s) at account opening, at any time throughout the life of the account(s), and thereafter for debt collection or investigative purposes.

You agree to notify Schwab immediately in writing of any change that would cause these representations and warranties to become incorrect or incomplete. You hereby, jointly and severally, in both personal and representative capacities, agree to indemnify Schwab, its affiliates, officers, directors, employees, and agents from, and to hold such persons harmless against, any claims, judgments, surcharges, settlements, or other liabilities or costs of defense or settlement (including investigative and attorneys' fees) arising out of or related to any act or omission to act by any Authorized Individual with respect to the account(s), the breach of any agreement with Schwab, or any dispute involving you and the Organization.

The representations and obligations stated in this certification will survive the termination of the account(s).



#### 6. New Authorized Individual Signature(s) (Continued)

By signing below, you represent and warrant that this Authorization and the incorporated Agreement and Disclosures constitute a legal, valid, and binding obligation enforceable against the Organization. You also agree, in your personal capacity, that your relationship with Schwab with respect to the account(s) will be governed by the Agreement and Disclosures.

The Agreement with Schwab includes a predispute arbitration clause. I acknowledge receipt of the predispute arbitration clause contained in Section 13, page 3, of the Schwab One International® Corporate Account Application Agreement.

This section must be signed by all new Authorized Individual(s).

Signature	Print Name
Title	Date (mm/dd/yyyy)
Signature	Print Name
Title	Date (mm/dd/yyyy)
Signature	Print Name
Title	Date (mm/dd/yyyy)
Signature	Print Name
Title	Date (mm/dd/yyyy)

#### 7. Required Certificate of Authority and Resolution

The Organization adopts the following Certificate of Authority and Resolution:

Each of the undersigned hereby certifies, warrants, and represents to Charles Schwab & Co., Inc. ("Schwab") that the Organization is authorized as follows:

- 1. Each individual whose signature appears in Section 6 (each, an Authorized Individual) is authorized to (1) provide tax certifications; (2) establish, maintain, and operate an account(s) with Schwab on behalf of the Organization and to bind the Organization to the Application Agreement and all incorporated agreements and disclosures, including, but not limited to, the Schwab One International® Corporate Account Agreement and the Charles Schwab Pricing Guide for Individual Investors, each as amended from time to time (the "Agreement and Disclosures"); and (3) designate persons to operate such account(s).
- 2. Each Authorized Individual is authorized to act individually, independently, and without the consent of the owner, member, manager, partner, officer, or director of the Organization. Notice sent to any Authorized Individual will constitute notice to the Organization. Nothing in the organizational documents, resolutions, agreements, and laws governing the Organization imposes any obligation upon Schwab for determining the purpose or propriety (i) of any instructions received from any Authorized Individual or (ii) of payments or deliveries to or among Authorized Individuals.
- 3. In the exercise of such authority, each Authorized Individual is empowered, on behalf of the Organization, to use or acquire any service offered by Schwab and its affiliates and to execute and deliver any and all documents, in the name of and on behalf of the Organization as may be requested or required by Schwab. This authority includes the power to open, now or in the future, one or more accounts, and, with respect to each account, to execute, on behalf of the Organization, any and all forms and agreements, including, but not limited to, agreements to arbitrate controversies, and to deal and transact with Schwab in connection with the account(s), including the authority to (i) obtain and terminate all such services as Schwab (or its affiliates or third-party service providers) may offer in connection with the account(s) (including, without limitation, any margin lending or Internet-based online services) and to execute on behalf of the Organization such documents and agreements as required by Schwab in connection with such services; (ii) appoint one or more individuals to act on behalf of the Organization as an Authorized Individual with regard to the Organization's account(s) with authority as described herein or in such forms and to deliver to Schwab any change form for an Authorized Individual, Power of Attorney, or other document to effect or evidence such appointment; and (iii) terminate any Authorized Individual's authority to act on the account(s). This authority also includes the power to instruct the transfer of funds, securities, and other assets, including, but not limited to, the entire account, by wire, check, or otherwise from the account to or for the account of any other person, including the Authorized Individual giving the instruction, without limit as to amount and without inquiry. This authority also includes the power to (i) give written, oral, or electronic instructions to Schwab to buy or sell stocks, bonds, options, and/or other securities, commodities, and commodity futures, and ot



#### 7. Required Certificate of Authority and Resolution (Continued)

- 4. The authority thereby conferred is not inconsistent or in conflict with any organizational documents, resolutions, agreements, other applicable constituent documents or laws governing the Organization and is within the Organization's power and authority and agreements and laws governing the Organization.
- 5. In case of the death or withdrawal of any one of the partners or members or in case of the termination or dissolution of the Organization, each of the undersigned agrees to notify Schwab promptly in writing and to execute any supplementary authorization that Schwab may require in such an event. If Schwab is not notified in writing, Schwab is authorized to continue to receive orders for the account(s) that may be given to Schwab by any one of the Authorized Individuals then surviving.
- 6. Other than the changes requested in this Authorization, Schwab may continue to rely upon all other certificates or resolutions that have been previously provided to Schwab, unless Schwab has received written notice of the revocation of such certificate or resolution. The undersigned agrees to notify Schwab immediately in writing of any change that would cause these representations and warranties to become incorrect or incomplete.

The Agreement with Schwab includes a predispute arbitration clause. I acknowledge receipt of the predispute arbitration clause contained in Section 13, page 3, of the Schwab One International® Corporate Account Application Agreement.

13, page 3, of the Schwab one international Corporate Account Application Agr	Comenci	
(THIS SECTION MUST BE SIGNED BY AN EXISTING AUTHORIZED INDIVIDUAL FOR T	HE ORGANIZATION.)	
IF ALL EXISTING AUTHORIZED INDIVIDUALS ARE BEING REVOKED AND REPLACED COPY OF AN ORGANIZATIONAL DOCUMENT (E.G., CORPORATE RESOLUTION, BOAMENT TO TRANSACT ON BEHALF OF THE ORGANIZATION.		
Signature	- Print Name	
Title	Date (mm/dd/yyyy)	
IF NO CORPORATE SEAL, PLEASE HAVE SECRETARY'S SIGNATURE CERTIFIED. CERTIFICATION MUST BE CARRIED OUT BY A PROFESSIONAL PERSON (E.G., EMBASSY OFFICIAL, PUBLIC NOTARY, LAWYER, OR BANK OFFICIAL).		
		(AFFIX CORPORATE OR CERTIFICATION SEAL)
Jurisdiction:		(NOTARY SEAL)
On, before me,(Name and Title of the N	,	
(mm/dd/yyyy) (Name and Title of the N	Notarizing Officer)	
(Name of Person[s] Signing Instrumer personally known to me (or proved to me on the basis of satisfactory evidence) name(s) is/are subscribed to the within instrument and who acknowledged to the same in his/her/their authorized capacity(ies), and that by his/her/their signing the person(s), or the entity upon behalf of which the person(s) acted, executed	to be the person(s) whose ne that he/she/they executed gnature(s) on the instrument,	
WITNESS my hand and official seal.		
Notary Public Expiration Date (Signature of Notarizing Officer)  *Notaries for whom the box provided is not applicable should attach the approprieu of the above.		



#### 8. Authorization to Update Account

#### **Required Signatures for Incorporated Organizations Only**

A minimum of two signatures are required to update your Schwab One International® Corporate account. There must be at least one signature in each of the following categories:

Category 1: The Chairman of the Board, the President, or any Vice President of the Organization

Category 2: The Secretary, any Assistant Secretary, the Chief Financial Officer, the Treasurer, or any Assistant Treasurer of the Organization

If you are the only corporate officer, please sign in both Category 1 and Category 2, indicating your respective corporate roles under each category.

Please complete all four signature fields: (1) sign name, (2) print name, (3) specify title, and (4) enter date. Schwab cannot complete these fields on your behalf—failure to complete all four fields will delay the processing of your request.

By signing this Update Form, each individual in his or her representative and individual capacity ("you") certifies, represents, and warrants that all of the information supplied in this Update Form is complete, true and correct. You also agree that you have received and read a copy of the attached Schwab One International® Corporate Account Application Agreement ("Application Agreement"), which contains a predispute arbitration clause. You acknowledge and agree that this arbitration clause is a binding obligation of both the Organization and you with respect to your capacity as an Authorized Individual on the account(s).

You represent and warrant that you have all the requisite power and authority to (1) provide the tax certifications; (2) establish, maintain, and operate an account(s) with Schwab on behalf of the Organization; and (3) bind the Organization to the Application Agreement and all incorporated agreements and disclosures, including, but not limited to, the Schwab One International® Corporate Account Application Agreement and the Charles Schwab Pricing Guide for Individual Investors, each as amended from time to time (the "Agreement and Disclosures"). You represent and warrant that the organizational documents, resolutions, agreements, and laws governing the Organization permit the establishment and maintenance of the account(s) in accordance with the Agreement and Disclosures. You represent and warrant that you will not take any action or provide any instruction to Schwab that exceeds your authority under organizational documents, resolutions, agreements, and laws governing the Organization.

You authorize Schwab to apply the Beneficial Ownership information provided in this Update Form to all other similarly registered Organization accounts with the same Taxpayer Identification Number (TIN) maintained at Schwab.

You authorize Schwab to inquire from any source, including a consumer reporting agency, as to the identity of you and any organization you represent (as required by federal law), your or the Organization's creditworthiness and your or the Organization's ongoing eligibility for the account(s) at account opening, at any time throughout the life of the account(s), and thereafter for debt collection or investigative purposes.

You agree to notify Schwab immediately in writing of any change that would cause these representations and warranties to become incorrect or incomplete. You hereby, jointly and severally, in both personal and representative capacities, agree to indemnify Schwab and its affiliates, officers, directors, employees, and agents from, and to hold such persons harmless against, any claims, judgments, surcharges, settlements, or other liabilities or costs of defense or settlement (including investigative and attorneys' fees) arising out of or related to any act or omission to act by any Authorized Individual with respect to the account(s), the breach of any agreement with Schwab, or any dispute involving you and the Organization.

The representations and obligations stated in this certification will survive the termination of the account(s).

By signing below, you represent and warrant that this Update Form and the incorporated Agreement and Disclosures constitute a legal, valid, and binding obligation enforceable against the Organization. You also agree, in your personal capacity, that your relationship with Schwab with respect to the account(s) will be governed by the Agreement and Disclosures.

The Agreement with Schwab includes a predispute arbitration clause. You acknowledge receipt of the predispute arbitration clause contained in the Arbitration Agreement section, page 3, of the Schwab One International® Corporate Account Application Agreement.

Required signature for Category 1: Chairman of the Board, President, or any Vice President (Please provide at least one signature in this section.)

Signature	Print Name
Title:  Chairman of the Board  President  Vice President	
	Date (mm/dd/yyyy)
	cial Officer, Treasurer, or any Assistant Treasurer (Please provide at
signature in this section.)	
puired signature for Category 2: Secretary, any Assistant Secretary, Chief Finance signature in this section.)  Signature	cial Officer, Treasurer, or any Assistant Treasurer (Please provide at
e signature in this section.)	



#### 9. Required Certificate of Authority and Resolution for Incorporated Organizations Only: President or Secretary

The Organization adopts the following Certification of Authority and Resolution:

The undersigned certifies that:

- 1. Each individual whose signature appears in Section 6 (each, an "Authorized Individual") is authorized to (1) provide tax certifications; (2) establish, maintain, and operate the account(s) with Schwab on behalf of the Organization; (3) bind the Organization to the Application Agreement and all incorporated agreements and disclosures, including, but not limited to, the Schwab One International® Corporate Account Application Agreement and the Charles Schwab Pricing Guide for Individual Investors, each as amended from time to time (the "Agreement and Disclosures"); and (4) designate persons to operate such account(s).
- 2. Each Authorized Individual is authorized to act individually, independently, and without the consent of the board or any director, officer, or other person of the Organization. Notice sent to any Authorized Individual will constitute notice to the Organization. Nothing in the organizational documents, agreements, and laws governing the Organization imposes any obligation upon Schwab for determining the purpose or propriety (i) of any instructions received from any Authorized Individual or (ii) of payments or deliveries to or among Authorized Individuals.
- 3. The authority thereby conferred is not inconsistent or in conflict with any organizational documents, resolutions, agreements, other applicable constituent documents, or laws governing the Organization and is within the Organization's power and authority and agreements and laws governing the Organization.
- 4. The signatures that appear in Section 8 are true and genuine original signatures.

The information set forth in this Certificate of Authority and Resolution is true and correct, and Schwab may conclusively rely upon this Certificate of Authority and Resolution until the Organization delivers a written replacement Certificate of Authority and Resolution to Schwab at an address specified by Schwab.

Signature	Print Name	Date (mm/dd/yyyy)
Title: O President O Secretary		

When your form is completed and signed, please submit it using one of the options below:

Upload online with secure messaging (if you are an existing client and have online access to your account).

To send a secure message, log in to your account and select **Service** > **Message Center** > **Upload Document**. Follow the instructions to attach a document(s), compose your message, and then click **Send**.

- **Fax** to 1-415-956-3212.
- Mail to one of the following addresses:

#### Standard U.S. Mail

Attn: International Account Solutions Charles Schwab & Co., Inc. P.O. Box 982601 El Paso, TX 79998-2601

#### International Mail/Overnight Delivery

Attn: International Account Solutions Charles Schwab & Co., Inc. 1945 Northwestern Dr. El Paso, TX 79912-1108 USA

Be sure to enclose any accompanying materials with your form (such as a check for an initial deposit to open a new account and all requested identification documents).





# Schwab One International® Corporate Account Application Agreement

Page 1 of 4

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

Authorized Individual Signature(s)

By signing this Update Form, each individual in his or her representative and individual capacity ("you") represents and warrants that all of the information supplied in this Update Form is true and correct. You also agree that you have received and read a copy of the attached Application Agreement, which contains a predispute arbitration clause. You acknowledge and agree that this arbitration clause is a binding obligation of both the Organization and of you with respect to your capacity as an Authorized Individual on the Account(s).

You represent and warrant that you have all the requisite power and authority to (1) provide tax certifications and (2) establish, maintain and operate an account(s) with Schwab on behalf of the Organization and (3) bind the Organization to the Application Agreement and all incorporated agreements and disclosures, including but not limited to the Schwab One International Corporate Account Application Agreement and the Charles Schwab Pricing Guide for Individual Investors, each as amended from time to time (the "Agreement and Disclosures"). You represent and warrant that the Organization documents, resolutions, agreements and laws governing the Organization permit the establishment and maintenance of the account(s) in accordance with the Agreement and Disclosures. You represent and warrant that you will not take any action or provide any instruction to

Schwab that exceeds your authority under the Organization documents, resolutions, agreements and laws governing the Organization.

You represent and warrant that each Authorized Individual listed on this Update Form or subsequently provided to Schwab is authorized by the Organization to act individually, independently and without the consent of any owner, member, manager, partner, board, director, officer or other person of the Organization. You represent and warrant that any notice sent to any Authorized Individual will constitute notice to the Organization. You represent and warrant that nothing in the Organization documents, resolutions, agreements and laws governing the Organization imposes any obligation upon Schwab for determining the purpose or propriety (i) of any instructions received from any Authorized Individual or (ii) of payments or deliveries to or among Authorized Individuals. You authorize Schwab to apply the Beneficial Ownership information provided in this Update Form to all other similarly registered Organization accounts with the same Taxpayer Identification Number (TIN) maintained at Schwab.

You authorize Schwab to inquire from any source, including a consumer reporting agency, as to the identity of you and any Organization you represent (as required by federal law), creditworthiness and ongoing eligibility for the Account(s)

at account opening, at any time throughout the life of the Account(s), and thereafter for debt collection or investigative purposes.

You agree to notify Schwab immediately in writing of any change that would cause these representations and warranties to become incorrect or incomplete. You hereby, jointly and severally, in both personal and representative capacities, agree to indemnify Schwab, its affiliates, officers, directors, employees and agents from, and to hold such persons harmless against, any claims, judgments, surcharges, settlements or other liabilities or costs of defense or settlement (including investigative and attorneys' fees) arising out of or related to any act or omission to act by any Authorized Individual with respect to the Account(s), the breach of any agreement with Schwab or any dispute involving you and the Organization. The representations and obligations stated in

The representations and obligations stated in this certification will survive the termination of the Account(s).

By signing below, you represent and warrant that this Update Form and the incorporated Agreement and Disclosures constitute a legal, valid and binding obligation enforceable against the Organization. You also agree, in your personal capacity, that your relationship with Schwab with respect to the Account(s) will be governed by the Agreement and Disclosures.

#### **Required Certificate of Authority and Resolution**

The Organization adopts the following Certificate of Authority and Resolution:

Each of the undersigned hereby certifies, warrants and represents to Charles Schwab & Co., Inc. ("Schwab") that the Organization is authorized as follows:

- Each individual whose signature appears in Sections 6 and 7 (each, an Authorized Individual) is authorized to (1) provide tax certifications; (2) establish, maintain and operate an account(s) with Schwab on behalf of the Organization; (3) bind the Organization to the Application Agreement and all incorporated agreements and disclosures, including but not limited to the Schwab One International Corporate Account Application Agreement and the Charles Schwab Pricing Guide for Individual Investors, each as amended from time to time (the "Agreement and Disclosures"); and (4) designate persons to operate such account(s).
- Each Authorized Individual is authorized to act individually, independently and without the consent of the owner, member, manager, partner, officer or director of the Organization. Notice sent to any Authorized Individual will constitute notice to the Organization. Nothing

- in the organizational documents, resolutions, agreements and laws governing the Organization imposes any obligation upon Schwab for determining the purpose or propriety (i) of any instructions received from any Authorized Individual or (ii) of payments or deliveries to or among Authorized Individuals.
- 3. In the exercise of such authority, each Authorized Individual is empowered, on behalf of the Organization, to use or acquire any service offered by Schwab and its affiliates and to execute and deliver any and all documents, in the name of and on behalf of the Organization as may be requested or required by Schwab. This authority includes the power to open, now or in the future, one or more accounts, and, with respect to each account, to execute, on behalf of the Organization, any and all forms and agreements, including but not limited to agreements to arbitrate controversies, and to deal and transact with Schwab in connection with the account(s), including the authority to (i) obtain and terminate all such services as Schwab (or its affiliates or third-party service providers) may offer in connection with the account(s) (including, without limitation, any margin

lending or Internet-based online services) and to execute on behalf of the Organization such documents and agreements as required by Schwab in connection with such services; (ii) appoint one or more individuals to act on behalf of the Organization as an Authorized Individual with regard to the Organization's Accounts with authority as described herein or in such forms and to deliver to Schwab any change form for an Authorized Individual, Power of Attorney, or other document to effect or evidence such appointment; and (iii) terminate any Authorized Individual's authority to act on the account(s). This authority also includes the power to instruct the transfer of funds, securities and other assets, including but not limited to the entire account, by wire, check or otherwise from the account to or for the account of any other person, including the Authorized Individual giving the instruction, without limit as to amount and without inquiry. This authority also includes the power to (i) give written, oral or electronic instructions to Schwab to buy or sell stocks, bonds, options and/or other securities, commodities and commodity futures, and other property, whether for



- immediate or future delivery, and (ii) secure payment with property of the Organization, including but not limited to stocks, bonds, options and/or other securities.
- 4. The authority thereby conferred is not inconsistent or in conflict with any organizational documents, resolutions, agreements, other applicable constituent documents or laws governing the Organization and is within the Organization's power and authority and agreements and laws governing the Organization.
- 5. In case of the death or withdrawal of any one of the partners or members or in case of the termination or dissolution of the Organization, each of the undersigned agrees to notify Schwab promptly in writing and to execute any supplementary authorization that Schwab may require in such an event. If Schwab is not notified in writing, Schwab is authorized to continue to receive orders for the Account(s) that may be given to Schwab by any one of the Authorized Individuals then surviving.
- 6. Other than the changes requested in this Authorization, Schwab may continue to rely upon all other certificates or resolutions that have been previously provided to Schwab, unless Schwab has received written notice of the revocation of such certificate or resolution. The undersigned agrees to notify Schwab immediately in writing of any change that would cause these representations and warranties to become incorrect or incomplete.

#### Schwab One International® Corporate Account Application Agreement

Section 1: Scope of Agreement. Your agreement with Schwab consists of the terms set forth in this Application Agreement and the terms set forth in the Schwab One International Corporate Account Application Agreement, which incorporates the Charles Schwab Pricing Guide for Individual Investors and a number of other important disclosures. The Schwab One International Corporate Account Application Agreement is provided with this Application or at the opening of your Account. You agree to contact Schwab if you do not receive the Schwab One® Account Application Agreement.

In addition, you may in the future receive from Schwab supplemental terms or disclosures that pertain to certain account types, service features and benefit packages. These supplemental terms and disclosures, this Application Agreement and the Schwab One Account Application Agreement are collectively referred to as the "Agreement and Disclosures." You agree to read the Agreement and Disclosures carefully and retain copies for your records.

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

Section 3: Your Representations and Warranties. You represent and warrant that: (a) you are of legal age in the state in which you live and you are authorized to enter into this Agreement; (b) you have supplied accurate information in your Account Application; (c) no one except the Account Holders listed on the Account Application (and if community property is held, the Account Holders' spouses) has an interest in the Account; (d) no additional authorizations from third parties are required for you to open the Account and effect transactions therein; (e) except as you have otherwise indicated on your Account Application or in writing to us, (i) you are not an employee of or affiliated with any securities exchange or member firm of any exchange, the Financial Industry Regulatory Authority (FINRA), or any securities firm, bank, trust company, or insurance company; and (ii) you are not a director, 10% beneficial shareholder, policy-making officer, or otherwise an "affiliate" (as defined in Rule 144 under the Securities Act of 1933) of a publicly traded company; and (f) this Application Agreement, as amended from time to time, is a

legal, valid and binding obligation, enforceable against you in accordance with its terms.

Section 4: Account Handling. Schwab will automatically hold all of your securities purchased, sales proceeds, dividends and interest. Schwab will also release your name, address and securities positions to companies in which we hold securities for your Account upon request, unless you notify us otherwise in writing. If you maintain more than one account at Schwab, you authorize Schwab to transfer assets between your account(s) when no written authorization is requested.

**Section 5: Responsibility for Investment** Decisions. You agree that you and any agent under a power of attorney or Investment Advisor (if you have one) are solely responsible for investment decisions in your Account, including whether to buy or sell or hold a particular security. Unless required by law, or unless Schwab provides advice to you that is clearly identified as an individualized recommendation for you, you understand that Schwab has no obligation to determine whether a particular transaction, strategy, or purchase or sale of a security is in your best interest. Your obligation includes an affirmative duty to monitor and stay informed about your Account and your investments and respond to changes as you deem appropriate. Unless we otherwise agree with you in writing, Schwab does not monitor your account(s) or investments and has no obligation to update an investment recommendation, financial advice, or financial plan we may give you. Such recommendation, financial advice, or financial plan only applies at the point in time we provide it to you.

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

You acknowledge that Schwab does not provide

tax or legal advice.

**Section 7: Security for Indebtedness.** Note: This section does not apply to any tax-qualified accounts subject to the prohibited transaction

rules of the Internal Revenue Code or ERISA, or any indebtedness arising therefrom.

As security for the repayment of all present or future indebtedness owed to us by any Account Holder under the Schwab One Account Application Agreement or otherwise, each Account Holder grants to us a continuing security interest in and lien on, and a right of setoff with respect to, all Securities and Other Property that are, now or in the future, held, carried or maintained for any purpose in or through the Schwab One Account, and, to the extent of such Account Holder's interest in or through, any present or future account with us in which the Account Holder has an interest.

If you owe money to Schwab as the result of activity in your Account and there are assets available in any account that you hold at Schwab which could fully or partially satisfy the debt, you agree that upon Schwab's written demand, you will execute all documents necessary to effect a distribution from your account and agree to pay or cause such funds to be paid immediately to Schwab in order to satisfy your indebtedness to Schwab.

Section 8: Liquidations. Whenever it is necessary for our protection or to satisfy a margin deficiency, debit or other obligation owed us, we may (but are not required to) sell, assign and deliver all or any part of the property securing your obligations, or close any or all transactions in your Account. We may choose which property to buy or sell, which transactions to close and the sequence and timing of liquidation. We may take such actions on whatever exchange or market and in whatever manner (including public auction or private sale) that we choose in the exercise of our business judgment. You agree not to hold us liable for the choice of which property to buy or sell or of which transactions to close or for timing or manner of liquidation.

In certain circumstances we may, at our sole discretion, liquidate your entire margin loan balance to satisfy a margin call. You agree not to hold us liable for taking such action.

We may transfer property from any nonretirement brokerage account in which you have an interest to any other brokerage accounts in which you have an interest regardless of whether there are other Account Holders on either account, if we determine that your obligations are not adequately secured or to satisfy a margin deficiency or other obligation. You agree to pay on demand any account deficiencies after liquidation, whether liquidation is complete or partial.



All of the above may be done without demand for margin or notice of purchase, sale, transfer or cancellation to you. No demand for margin or notice shall impose on Schwab any obligation to make such demand or provide such notice to you in the future. Any such notice or demand is hereby expressly waived, and no specific demand or notice shall invalidate this waiver.

Section 9: Interest on Debit Balances. We will charge and compound interest on your debit balances according to our Disclosure of Credit Terms and Policies.

Section 10: Using the Check & Visa® Platinum Debit Card Features. If you have requested the check or Visa Debit Card feature through your Account, you authorize checks and Visa Debit Cards to be issued as indicated in your Account Application. You agree that each Account Holder is authorized to write checks and engage in Visa Debit Card transactions, and you understand that if the checking feature is terminated, your Visa Debit Card will be automatically cancelled.

Section 11: Verification. You authorize Schwab to inquire from any source, including a consumer reporting agency, as to the identity (as required by law), creditworthiness and ongoing eligibility for the Account of the Account Holders, any other person referred to on this Application, or any person who Schwab is later notified is associated with or has an interest in the Account at Account opening, at any time throughout the life of the Account, and thereafter for debt collection or investigative purposes.

Section 12: 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.

Section 13: 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-infact, heirs, successors, assigns and any other persons having or claiming to have a legal or beneficial interest in the Account, including court-appointed trustees and receivers. This arbitration agreement will also inure to the benefit of third-party service providers that assist Schwab in providing Services ("Third-Party Service Providers") and such Third-Party Service Providers are deemed to be third-party beneficiaries of this arbitration agreement.

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

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

costs, which are determined by the rules and regulations of the arbitration forum. In the event of financial hardship, the arbitration forum may waive certain costs in accordance with such rules. At the conclusion of the hearing, the arbitrators will decide how to assess the costs of the arbitration among the parties.

Any award the arbitrator makes shall be final and binding, and judgment on it may be entered in any court having jurisdiction. This arbitration agreement shall be enforced and interpreted exclusively in accordance with applicable federal laws of the United States, including the Federal Arbitration Act. Any costs, fees or taxes involved in enforcing the award shall be fully assessed against and paid by the party resisting enforcement of said award. For FINRA arbitrations, FINRA will appoint a single public arbitrator in customer cases decided by one arbitrator. In customer cases decided by three arbitrators, investors have the option of choosing an arbitration panel with two public arbitrators and one non-public arbitrator (Majority-Public Panel Rule) or a panel of all public arbitrators (Optional All-Public Panel Rule). If the customer declines to elect a panel selection method in writing by the applicable deadline, the Majority-Public Panel Rule for selecting arbitrators will apply.

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

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

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



Section 14: Electronic Copies. The electronically stored copy of your (or your agent's) signature, any written instructions or authorizations, the Account Application and the Agreement and Disclosures are considered to be the true, complete, valid, authentic and enforceable record, admissible in judicial, administrative or arbitration proceedings to the same extent as if the documents and records were originally generated and maintained in printed form. You agree to not contest the admissibility or enforceability of Schwab's electronically stored copy of such documents in any proceeding between you and Schwab.

**Section 15: Unclaimed Property.** If no activity occurs in the Account within the time period specified by applicable state law, the Account may be transferred to the appropriate state.

**Section 16: Information About SIPC.** To obtain information about Securities Investor Protection Corporation (SIPC), including an explanatory SIPC brochure, please contact SIPC at www.sipc.org or 1-202-371-8300.

Section 17: Impartial Lottery for Securities Subject to Partial Call or Partial Redemption. If Schwab holds securities for you in street name, in Schwab's name, or in bearer form that are subject to partial call or partial redemption, then in the case of a partial call or partial redemption Schwab will use an impartial lottery system to select the securities to be called or redeemed from among accounts holding those securities. For a description of Schwab's lottery system, please visit www.schwab.com/PartialCalls. If you would like a printed description of Schwab's lottery system mailed to you, please contact a Schwab representative at 1-800-435-4000.

