

# Individual 401(k) Account Application

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

IA Firm Name (Please print.)

IA Master Account Number

Service Team

IA Contact Name (if follow-up is required)

IA Telephone Number

IA Email Address

If this is a new employer adoption of a Schwab Individual 401(k), you must also submit a completed, signed and dated Schwab Individual 401(k) Adoption Agreement along with this Application.

## 1. Employer Information

Business Name of Adopting Employer

Employer's Federal Tax Identification Number (EIN) (required)\*

Business Street Address (no P.O. boxes)

City

State

Zip Code

Business Telephone Number

If you are adding an additional participant to an already established Schwab Individual 401(k), please indicate the participant's relationship:

☐ Owner (or partner)

☐ Spouse (of owner or partner)

\*This is the Tax Identification Number assigned to your business. Do not use your Social Security number or Plan Identification Number.

### Plan Information

Name of Plan

Plan Sequence Number

Plan Identification Number (if applicable)\*

Name of Plan Administrator (if not the Employer)

Adopting Employer Tax Year-End (Specify month and day.)

Street Address (no P.O. boxes)

City

State

Zip Code

Business Telephone Number

\*This is the Tax Identification Number assigned to your Plan. Do not use your Social Security number or the Tax Identification Number assigned to your business.

For Charles Schwab Use Only

Account Number

**2. Account Holder Information**

For information about Schwab's privacy policy, see the attached Individual 401(k) Account Application Agreement.

As required by federal law, Schwab will use the information provided to verify the identity of all account holders.

Name **First** **Middle** **Last**

**Social Security Number** **Date of Birth (mm/dd/yyyy)** **Are you known by another name? (Please specify.)**

Regulations require that you provide us with your legal address.

**Home/Legal Street Address (no P.O. boxes)**

**City** **State or Province** **Zip or Postal Code**

**Mailing Address (Include mailing address if different from home/legal address. P.O. boxes may be used.)**

**City** **State or Province** **Zip or Postal Code**

**Telephone Number** **Mobile Number** **Work Number** **Extension**

**Email Address\***

\*By providing your email address, you consent to receiving email from Schwab. Information about opting out of certain email communications is provided at [www.schwab.com/privacy](http://www.schwab.com/privacy).

**Country(ies) of Citizenship** (Must list each separated by a comma.) **Country of Legal Residence** (Select only one.)  
☒ **USA** ☐ **Other:** ☒ **USA** ☐ **Other:**

**ID Number and Type** (Please select only one box and provide the relevant information below.)

☐ **Passport** ☐ **Driver's License** ☐ **U.S. Gov't-Issued ID**

**Identification Number** **Country or State of Issuance** **Issue Date (mm/dd/yyyy)** **Expiration Date (mm/dd/yyyy)**

Securities industry regulations require that we collect the following information.

**Employment Information (Please select only one box.)**

☐ **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** ☐ **Information Technology Professional** ☐ **Educator** ☐ **Other (specify):**  
☐ **Medical Professional** ☐ **Other Professional** ☐ **Sales/Marketing**  
☐ **Legal Professional** ☐ **Clerical/Administrative Services** ☐ **U.S. Government Employee (Federal/State/Local)**  
☐ **Accounting Professional** ☐ **Foreign Government Employee (Non-U.S.)** ☐ **Trade/Service (Labor/Manufacturing/Production)**

**Employer Name/Business Name** **Business Street Address**

**City** **State** **Zip or Postal Code** **Country**

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

Are you or an immediate family member associated with or employed by a stock exchange or member firm of an exchange or FINRA, or a municipal securities broker-dealer?

☒ **No** ☐ **Yes** (If "Yes," you must attach a letter from your or your immediate family member's employer or affiliated broker-dealer approving the establishment of your account when submitting this application. **List the company name** .)

Are you a director, 10% shareholder or policy-making officer of a publicly held company?

☒ **No** ☐ **Yes** (If "Yes," enter company name \_\_\_\_\_ and trading symbol \_\_\_\_\_.)

### Trusted Contact Designation

A Trusted Contact Person ("Trusted Contact")\* is a resource Schwab, and your advisor (if you have one), may contact on your behalf, if necessary, to attempt to address concerns regarding potential financial exploitation, or in communicating with you regarding issues related to your account(s). A Trusted Contact will not be able to view your account information, execute transactions in your account(s), or inquire about account activity, unless that person has that authority through another role on the account(s), such as a trustee or power of attorney. Providing Schwab with Trusted Contact information is voluntary. We encourage you to provide two Trusted Contacts in the event that one is not reachable in the future.

- Schwab suggests that your Trusted Contact(s) be someone other than your Financial Consultant or Investment Advisor.
- You may name up to two Trusted Contacts.
- The person(s) you name as Trusted Contact(s) will be the Trusted Contact(s) on all of your Schwab accounts, as provided for in your account agreement.
- For multiple-party accounts, each party can name separate Trusted Contacts.
- The Trusted Contact(s) must be at least 18 years old.

### Trusted Contact Information

Trusted Contact information provided on this form will replace all Trusted Contact information currently on file.

#### Trusted Contact Person 1

If you have no changes to your existing Trusted Contact, please skip this section.

Name *First* \_\_\_\_\_ *Middle* \_\_\_\_\_ *Last* \_\_\_\_\_ *Suffix* \_\_\_\_\_

**Relationship** (Please select only one.)

☐ **Spouse** ☐ **Partner** ☐ **Child** ☐ **Parent** ☐ **Sibling** ☐ **Friend** ☐ **Other**

Please provide at least one method of contact for each Trusted Contact listed.

Mailing Address (no P.O. boxes) \_\_\_\_\_ City \_\_\_\_\_

State or Province \_\_\_\_\_ Zip or Postal Code \_\_\_\_\_ Country \_\_\_\_\_

Telephone Number \_\_\_\_\_ Mobile Number \_\_\_\_\_ Email Address \_\_\_\_\_

#### Trusted Contact Person 2

If you have no changes to your existing Trusted Contact, please skip this section.

Name *First* \_\_\_\_\_ *Middle* \_\_\_\_\_ *Last* \_\_\_\_\_ *Suffix* \_\_\_\_\_

**Relationship** (Please select only one.)

☐ **Spouse** ☐ **Partner** ☐ **Child** ☐ **Parent** ☐ **Sibling** ☐ **Friend** ☐ **Other**

Please provide at least one method of contact for each Trusted Contact listed.

Mailing Address (no P.O. boxes) \_\_\_\_\_ City \_\_\_\_\_

State or Province \_\_\_\_\_ Zip or Postal Code \_\_\_\_\_ Country \_\_\_\_\_

Telephone Number \_\_\_\_\_ Mobile Number \_\_\_\_\_ Email Address \_\_\_\_\_

\* If you provide a Trusted Contact Person(s) to Schwab, you understand that you have authorized Schwab and your advisor (if you have one) to contact the Trusted Contact Person(s) at their discretion and to disclose information about your account to address possible activities that might indicate financial exploitation of you; to confirm the specifics of your current contact information, health status (including physical or mental capacity), or the identity of any legal guardian, executor, trustee, or holder of a power of attorney on your account(s); or as otherwise permitted by FINRA rules or state law. For more information, please see your Schwab Account Agreement, which is available at [www.schwab.com/accountagreement](http://www.schwab.com/accountagreement).

### 3. Your Participation and Consent to Enroll in Schwab's Cash Features Program

#### A. Cash Features Program Information for Employers

The Cash Features Program is a service that offers the Bank Sweep feature (named with respect to retirement plans the "Bank Sweep for Benefit Plans" feature) (a "Cash Feature") to permit uninvested cash (the "Free Credit Balance") in the Plan and/or Participant brokerage accounts under the Plan, as applicable, to earn income while you and/or your Participants, as applicable, decide how those funds should be invested longer term.

You understand that the terms and conditions of the Cash Features Program and of each Cash Feature are set forth in the Cash Features Disclosure Statement.

You instruct and direct Schwab to include the Free Credit Balance under the Plan in the Cash Features Program, as described in the Cash Features Disclosure Statement.

The Bank Sweep feature (including the Bank Sweep for Benefit Plans feature) is designated as the Cash Feature for brokerage accounts of account holders residing in the U.S. Through the Bank Sweep feature, Schwab automatically makes deposits to and withdrawals from deposit accounts at one or more Sweep Banks that are insured by the Federal Deposit Insurance Corporation (FDIC) up to certain prescribed FDIC limits.

You understand and agree that Schwab may (1) make changes to the terms and conditions of the Cash Features Program; (2) make changes to the terms and conditions of any Cash Feature; (3) change, add, or discontinue any Cash Feature; (4) change the Plan's and/or any Participant's investment from one Cash Feature to another if the Plan and/or any Participant, as applicable, becomes ineligible for the current Cash Feature or the current Cash Feature is discontinued; and (5) make any other changes to the Cash Features Program or Cash Feature as allowed by law. Schwab will notify you in writing of changes to the terms of the Cash Features, changes to the Cash Features we make available, or changes to the Cash Features Program prior to the effective date of the proposed change.

#### B. Cash Features Program Information for Plan Participants

The Cash Features Program is a service that offers certain cash features (each a "Cash Feature") to permit uninvested cash (the "Free Credit Balance") in your Participant brokerage accounts under the Plan to earn income while you decide how those funds should be invested longer term.

All uninvested funds held within your Account will be automatically invested (swept) into the Cash Feature selected by your Employer. If you have questions about your Plan's Cash Feature selection, please contact your Employer.

You understand that the terms and conditions of the Cash Features Program and of each Cash Feature are set forth in the Cash Features Disclosure Statement.

You understand that your Employer has instructed and directed Schwab to include the Free Credit Balance under the Plan in the Cash Features Program, as described in the Cash Features Disclosure Statement, and that by your use of the Account you are consenting to the terms related to the Cash Feature selected on behalf of the Plan.

You understand and agree that Schwab may (1) make changes to the terms and conditions of the Cash Features Program; (2) make changes to the terms and conditions of any Cash Feature; (3) change, add, or discontinue any Cash Feature; (4) change the Plan's and/or any Participant's investment from one Cash Feature to another if the Plan and/or any Participant, as applicable, becomes ineligible for the current Cash Feature or the current Cash Feature is discontinued; and (5) make any other changes to the Cash Features Program or Cash Feature as allowed by law. Schwab will notify you in writing of changes to the terms of the Cash Features, changes to the Cash Features we make available, or changes to the Cash Features Program prior to the effective date of the proposed change.

### 4. Authorizations (Optional)

You may change or revoke these Authorizations at any time by providing written notice to Schwab. (Please select all that apply.)

☒ **Trading Authorization.** By checking the box and signing this Application, I authorize Schwab to execute trades in my account at the direction of IA as provided under the Trading Authorization heading in the attached Individual 401(k) Account Application Agreement.

☒ **Fee Payment Authorization.** By checking the circle and signing this Application, I authorize Schwab to pay investment advisory and related fees to IA from my account (or another account registered to my name over which I have granted IA fee payment authorization) in the amount of my IA's instructions.

## 5. Issuer Communications and Related Actions

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

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

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

Please select only **one**:

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

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

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

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

## 6. Beneficiary Designation

In the event of my death, pay the full value of my account (in equal proportions, in the case of multiple beneficiaries, unless I indicate otherwise) to the Primary Beneficiary(ies) as designated below. I understand that if a Primary Beneficiary passes away before me, the remaining portion will be divided proportionately among any surviving Primary Beneficiaries in the manner provided in the Charles Schwab & Co., Inc. Individual 401(k) Retirement Plan. If no Primary Beneficiary survives me, pay the full value of my account (in equal proportions, in the case of multiple beneficiaries, unless I indicate otherwise) to the Contingent Beneficiary(ies) as designated below. I understand that if a Contingent Beneficiary passes away before me, the remaining portion will be divided proportionately among any surviving Contingent Beneficiaries in the manner provided in the Charles Schwab & Co., Inc. Individual 401(k) Retirement Plan. If no designated beneficiary survives, or if Charles Schwab & Co., Inc. (the custodian) cannot locate the beneficiary, the custodian will distribute the benefits to my spouse, if living; or, if my spouse isn't alive, to my estate.

I understand that I may change or revoke this designation at any time by completing a new Beneficiary Form with Schwab during my lifetime. It will become effective when Schwab receives it. If I am married, any change to this designation will revoke my spouse's consent to it.

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

If no box is checked in the Marital Status section of this form, my status is assumed to be "Single." If I am married, my Plan requires that I designate my spouse as the Primary Beneficiary. To name a Primary Beneficiary other than my spouse or in addition to my spouse, my spouse must sign the Consent of Spouse section of this form. My spouse's consent must be witnessed by a notary public or the Plan Administrator.

**The information included in this section will supersede any previous designation of a beneficiary(ies) for this account. By leaving this section blank, I do not designate anyone to be my beneficiary for this account.**

**Indicate Your Marital Status.** (If neither square is checked, your marital status is assumed to be "Single.")

- ☐ **Single**
- ☐ **Married.** If you are married and wish to designate someone other than, or in addition to, your spouse as a Primary Beneficiary, you must obtain your spouse's written consent in the presence of a notary public.

The percentage portions must add up to 100% per beneficiary type. The portion can be extended to the hundredths position (e.g., 33.33%). If left blank, portions will be evenly distributed amongst beneficiaries.

**Note:** Benefits cannot be expressed in dollar amounts.

If you wish to indicate additional designation options, please skip this section, complete the Schwab Beneficiary Designation form, and submit it with this application. For future beneficiary designations and changes, visit [www.schwaballiance.com/beneficiaries](http://www.schwaballiance.com/beneficiaries).

Designate Your Beneficiary. I hereby designate the person(s) below as my beneficiary(ies):

#### Beneficiary 1

##### Type of Beneficiary

☐ Primary ☐ Contingent \_\_\_\_\_ Portion %

Name *First* \_\_\_\_\_ *Middle* \_\_\_\_\_ *Last* \_\_\_\_\_ *Suffix* \_\_\_\_\_

Trust/Organization/Estate (If Trust, include full Trust name.)

Relationship (Select only one.) ☐ Spouse ☐ Child ☐ Grandchild ☐ Parent  
☐ Sibling ☐ Other Individual ☐ Trust ☐ Organization ☐ Estate

Social Security/Tax ID Number \_\_\_\_\_ Date of Birth/Trust Date (mm/dd/yyyy) \_\_\_\_\_

##### Mailing Address

City \_\_\_\_\_ State or Province \_\_\_\_\_ Zip or Postal Code \_\_\_\_\_ Country \_\_\_\_\_

Telephone Number \_\_\_\_\_ Email Address \_\_\_\_\_

##### Country(ies) of Citizenship

☐ USA ☐ Other: \_\_\_\_\_

##### Country of Legal Residence (Select only one.)

☐ USA ☐ Other: \_\_\_\_\_

#### Beneficiary 2

##### Type of Beneficiary

☐ Primary ☐ Contingent \_\_\_\_\_ Portion %

Name *First* \_\_\_\_\_ *Middle* \_\_\_\_\_ *Last* \_\_\_\_\_ *Suffix* \_\_\_\_\_

Trust/Organization/Estate (If Trust, include full Trust name.)

Relationship (Select only one.) ☐ Spouse ☐ Child ☐ Grandchild ☐ Parent  
☐ Sibling ☐ Other Individual ☐ Trust ☐ Organization ☐ Estate

Social Security/Tax ID Number \_\_\_\_\_ Date of Birth/Trust Date (mm/dd/yyyy) \_\_\_\_\_

##### Mailing Address

City \_\_\_\_\_ State or Province \_\_\_\_\_ Zip or Postal Code \_\_\_\_\_ Country \_\_\_\_\_

Telephone Number \_\_\_\_\_ Email Address \_\_\_\_\_

##### Country(ies) of Citizenship

☐ USA ☐ Other: \_\_\_\_\_

##### Country of Legal Residence (Select only one.)

☐ USA ☐ Other: \_\_\_\_\_

**Beneficiary 3****Type of Beneficiary**
☐ Primary ☐ Contingent \_\_\_\_\_ Portion %

Name *First* \_\_\_\_\_ *Middle* \_\_\_\_\_ *Last* \_\_\_\_\_ *Suffix* \_\_\_\_\_

**Trust/Organization/Estate** (If Trust, include full Trust name.)

Relationship (Select only one.) ☐ Spouse ☐ Child ☐ Grandchild ☐ Parent  
☐ Sibling ☐ Other Individual ☐ Trust ☐ Organization ☐ Estate

Social Security/Tax ID Number \_\_\_\_\_ Date of Birth/Trust Date (mm/dd/yyyy) \_\_\_\_\_

**Mailing Address**

City \_\_\_\_\_ State or Province \_\_\_\_\_ Zip or Postal Code \_\_\_\_\_ Country \_\_\_\_\_

Telephone Number \_\_\_\_\_ Email Address \_\_\_\_\_

**Country(ies) of Citizenship**

☐ USA ☐ Other: \_\_\_\_\_

**Country of Legal Residence** (Select only one.)

☐ USA ☐ Other: \_\_\_\_\_

**Beneficiary 4****Type of Beneficiary**
☐ Primary ☐ Contingent \_\_\_\_\_ Portion %

Name *First* \_\_\_\_\_ *Middle* \_\_\_\_\_ *Last* \_\_\_\_\_ *Suffix* \_\_\_\_\_

**Trust/Organization/Estate** (If Trust, include full Trust name.)

Relationship (Select only one.) ☐ Spouse ☐ Child ☐ Grandchild ☐ Parent  
☐ Sibling ☐ Other Individual ☐ Trust ☐ Organization ☐ Estate

Social Security/Tax ID Number \_\_\_\_\_ Date of Birth/Trust Date (mm/dd/yyyy) \_\_\_\_\_

**Mailing Address**

City \_\_\_\_\_ State or Province \_\_\_\_\_ Zip or Postal Code \_\_\_\_\_ Country \_\_\_\_\_

Telephone Number \_\_\_\_\_ Email Address \_\_\_\_\_

**Country(ies) of Citizenship**

☐ USA ☐ Other: \_\_\_\_\_

**Country of Legal Residence** (Select only one.)

☐ USA ☐ Other: \_\_\_\_\_

If more than four Primary or Contingent Beneficiaries are designated, attach a separate sheet of paper, signed and dated the same as on this application.

**Consent of Spouse**

I hereby consent to the designation of beneficiary(ies) above. I understand that if anyone other than me is designated as Primary Beneficiary on this form, I am waiving rights I may have to receive benefits under the Plan when my spouse dies.

**Note:** This signature must be witnessed by a notary public.

**X**

Signature: Spouse

Today's Date (mm/dd/yyyy)

Print Name

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

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

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

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

**X**

Signature: Notary

Today's Date (mm/dd/yyyy)

(NOTARY SEAL)

Print Notary Name

My Commission Expires (mm/dd/yyyy)

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

**7. Authorization to Open Account** (Please read and sign below.)

By signing this Application, you acknowledge that you have received and read a copy of the attached Application Agreement, which contains a predispute arbitration provision. You acknowledge that your signature signifies and constitutes your agreement that this account and your relationship with Schwab will be governed by the Account Application Agreement and all incorporated agreements and disclosures, including, but not limited to, the Individual 401(k) Account Agreement and the applicable *Charles Schwab Pricing Guide*, each as amended from time to time (the "Agreement and Disclosures"). You understand there are fees associated with establishing, maintaining and engaging in transactions.

For purposes of this Account Application and the attached Application Agreement, the terms "you," "your" and "Account Holder" refer to each person who signs this Account Application. The terms "we," "us," "our" and "Schwab" refer to Charles Schwab & Co., Inc. Note: You may not alter, change, supplement, or amend ("modifications") the terms and conditions of this Account Application, Application Agreement, or the Agreement and Disclosures in any manner. You agree that Schwab shall not be liable for any modifications made without Schwab's prior written consent.

**You certify under penalty of perjury that (1) the Plan Identification Number shown on this application is correct; (2) the plan is not subject to back-up withholding because (a) the plan is exempt from back-up withholding, or (b) you have not been notified by the IRS that the plan is subject to back-up withholding as a result of a failure to report all interest and dividends, or (c) the IRS has notified you that the plan is no longer subject to back-up withholding; (3) the plan is a U.S. person; and (4) the plan is exempt from Foreign Account Tax Compliance Act (FATCA) reporting. (You understand that if you have been notified by the IRS that the plan is subject to back-up withholding as a result of dividend or interest underreporting and you have not received a notice from the IRS advising you that back-up withholding is terminated, you must strike or cross out the information contained in item 2 above.)**

The IRS does not require my consent to any provision of this document other than the certification required to avoid back-up withholding.

The Agreement with Schwab includes a predispute arbitration clause. I acknowledge receipt of the predispute arbitration clause contained in the Required Arbitration Disclosures and Arbitration Agreement sections, pages 2 and 3, of the Individual 401(k) Account Application Agreement.

**X****Signature: Account Holder (required)****Today's Date (mm/dd/yyyy)****Print Name**

# Individual 401(k) Account Application Agreement

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

(1) I understand that Schwab will invest and reinvest the assets in my Schwab Individual 401(k) Account only as directed by me or my Investment Advisor ("IA") named above, which I understand may be referred to as "Investment Manager" or "IM" in other documentation relating to my Account. Schwab will automatically hold all securities I purchase, as well as all sale proceeds, dividends and interest. Schwab will not give legal or tax advice. From time to time, Schwab may make available investment research and information ("Schwab research"). Trustees and Participants agree and acknowledge that they and their IA are responsible for the transactions in the Account, including assessing the suitability of transactions for the Account, even if Schwab research was used in making the investment decisions for the Account.

(2) I understand that I will earn income on funds invested in the Schwab Money Fund designated on this Application in accordance with the terms of the Prospectus of said fund.

(3) I understand that by investing in mutual funds through Charles Schwab, I am required to invest a specified minimum amount and subsequent minimums thereafter. Until sufficient minimum requirements have been met, I understand that my deposits will be held in the Money Fund that I've chosen.

(4) I acknowledge, understand and agree that (A) Schwab Advisor Network® member advisors ("Network member advisors") pay Schwab fees to be members; (B) Network member advisors are independent and not employees or agents of Schwab; (C) Schwab prescreens Network member advisors and checks their experience and credentials against criteria Schwab sets; (D) neither an IA's membership in Schwab Advisor Network nor Charles Schwab Investment Management, Inc.'s ("CSIM") affiliation with Schwab changes that (i) I am solely responsible for (a) the decision to hire IA, (b) what authority to give IA and (c) evaluating IA's services and performance; and (ii) Schwab (a) does not supervise IA and (b) takes no responsibility to monitor IA's performance or transactions in the Account; and

(5) If I was referred to IA through the Schwab Advisor Network or referred to Windhaven® or ThomasPartners® Strategies, I received,

read and understood the Schwab Advisor Network Disclosure Brochure and the Disclosure Brochures for Windhaven® or ThomasPartners® Strategies, managed by CSIM.

I agree to read and be bound by the terms of the Schwab Individual 401(k) Account Agreement and any other agreements which relate to my Account and all amendments to each.

## Products and Services Provided to IA.

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

## Pricing.

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

## Schwab's Privacy Policy and Disclosure of Information.

Schwab respects your privacy. Schwab will use the information you provide to open and service your Account, to communicate with you when necessary, to provide you with additional information about products and services, and to provide to your IA, and certain third parties as your IA directs Schwab, information as provided in this Application. Pursuant to your Account Agreement, Schwab may disclose information

about you and your Account to certain other third parties. Please call Schwab at 1-800-515-2157 for a copy of Schwab's privacy policy.

## Trading Authorization.

If I have indicated on this Schwab Individual 401(k) Account Application that IA will have the authority to direct Schwab to execute trades in my Account, I authorize Schwab to accept instructions from IA regarding my Account, and to take all other actions necessary or incidental to the execution of such instructions, as IA shall direct. If my Account is authorized for option trading, Schwab is authorized to accept instructions from IA to purchase and sell (write) covered option contracts on securities, up to my approved level of options trading strategy. Schwab, and other people to whom Schwab has given instructions in order to implement the IA's instructions, may rely on IA's instructions without obtaining my approval, counter-signature or co-signature. IA's authority will include, without limitation, the authority to give instructions for transactions in securities and financial instruments, including the buying and selling of stocks, bonds, debentures, notes, subscription warrants, stock purchase warrants, options (if I have authorized trading options), mutual fund shares, evidences of indebtedness and any other securities, instruments or contracts relating to securities. I authorize Schwab to take such actions as Schwab deems reasonably necessary to carry out instructions Schwab receives from me and/or IA. I further authorize Schwab, acting upon IA's instructions, to aggregate transaction orders for my Account with orders for one or more other accounts over which IA has trading authorization, or to accept or deliver assets in transactions executed by other broker-dealers where IA has so aggregated orders. I agree that if any such aggregated order is executed in more than one transaction, my portion of such order may be deemed to have been executed at the weighted average of the prices at which all of such transactions were executed.

## Fee Payment Authorization.

If I have indicated on this Application that my IA will have fee payment authority over my Account, I authorize Schwab to pay investment advisory and related fees from my Account (or another account registered to my name over which I have granted IA fee payment authorization) to my IA in the amount of my IA's instructions. I have authorized my IA in writing to receive fee payments directly from my Account. Schwab may rely on the instructions



submitted by my IA, and will have no responsibility to confirm those instructions with me or to verify the fees. Schwab may redeem money market fund shares in my Account to the extent necessary to pay these fees.

My IA's fees debited from my Account will appear on Schwab's statements of my Account (or another account registered to my name over which I have granted IA fee payment authorization).

#### **Indemnification.**

I agree to indemnify and hold harmless Schwab, its affiliates and their directors, officers, employees and agents from and against all claims, actions, costs and liabilities, including attorneys' fees, arising out of or relating to: (1) their reliance on this Application; or (2) Schwab's execution of my or my IA's instructions. This indemnification shall apply to the fullest extent allowed under ERISA.

#### **Verification.**

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

#### **Suitability.**

From time to time, Schwab may make available investment research and information ("Schwab research"). I agree and acknowledge that my IA and I are responsible for the transactions in my Schwab Individual 401(k) Account, including assessing the suitability of transactions for my Schwab Individual 401(k) Account, even if Schwab research was used in making the investment decisions for my Schwab Individual 401(k) Account.

#### **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.

#### **Required Arbitration Disclosures.**

Regulatory authorities require that any brokerage agreement containing a predispute arbitration agreement must disclose that this agreement contains a predispute arbitration clause. This Agreement contains a predispute arbitration clause. By signing an arbitration agreement, the parties agree as follows:

- All parties to this Agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.

- Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.

- The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.

- The arbitrators do not have to explain the reason(s) for their award unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 20 days prior to the first scheduled hearing date.

- The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.

- The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.

- The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this Agreement.

No person shall bring a putative or certified class action to arbitration, nor seek to enforce any predispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until:

1. the class certification is denied;
2. the class is decertified; or
3. the customer is excluded from the class by the court.

Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this Agreement except to the extent stated herein.

#### **Arbitration Agreement.**

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

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

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

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

I consent to Schwab: (i) sending, by mail, electronic delivery and/or other means, duplicate copies of account trade confirmations, account statements and any other information relating to me and my Accounts to my IA and MM, if and in such manner as requested by my IA and MM; (ii) sending such information about me and my Accounts to third parties as my IA or MM shall

direct Schwab; and (iii) disclosing information about me and my Accounts to other third parties as provided in Schwab's privacy policy, this Account Application and the Account Agreement.

#### Information About SIPC.

To obtain information about Securities Investor Protection Corporation (SIPC), including an explanatory SIPC brochure, please contact SIPC at [www.sipc.org](http://www.sipc.org) or 1-202-371-8300.

#### 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](http://www.schwab.com/PartialCalls). If you would like a printed description of Schwab's lottery system mailed to you, please contact Schwab Alliance at 1-800-515-2157.



# Cash Features Program

## General Terms and Conditions

The automatic investment of your free credit balance, including the frequency and the amount of each sweep, is governed by the terms and conditions set forth in the Cash Features Disclosure Statement and in the Account Agreement applicable to your account. The material in this document is intended for informational purposes only. If there is any conflict between the descriptions in this document and the terms of the Cash Features Disclosure Statement, the Cash Features Disclosure Statement will control.

<b>How the Cash Features Program Works</b>	Schwab's Cash Features Program is the service (described in the Cash Features Disclosure Statement) that we provide to automatically invest, or "sweep," the free credit balance in your account into a liquid investment to earn interest. The program permits you to earn income while you decide how those funds should be invested longer term.
<b>Available Cash Feature</b>	<p>The available cash features currently consist of:</p> <ul style="list-style-type: none"> <li>▪ The free credit balance in your eligible account (the "Schwab One® Interest feature"), on which Schwab pays interest;</li> <li>▪ Interest-bearing deposit accounts at one or more of our affiliated banks (the "Bank Sweep feature" for most accounts and the "Bank Sweep for Benefit Plans feature" for retirement plan accounts); and</li> <li>▪ For some accounts, one or more affiliated money market mutual funds (the "Money Fund Sweep feature").</li> </ul>
<b>Eligibility</b>	Eligibility for each cash feature is based on the registered ownership and the type of account. Not all account registrations and account types will be eligible for all cash features. Some account registrations and account types will be eligible for only one cash feature. Please see your Account Application and the Cash Features Disclosure Statement for more complete eligibility details.
<b>Duty to Monitor Eligibility for Cash Features</b>	It is your responsibility to monitor your eligibility for the cash features and determine the best cash feature available to you. Schwab is not responsible for contacting you if you are, or later become, eligible for other higher-yielding cash features.
<b>Interest Rates and Yields</b>	<p>The interest rates and yields for the different cash features vary over time. There is no guarantee that the interest rate and yield on any particular cash feature will be or will remain higher than the interest rate and yield on any other cash features over any period. Current interest rates and yields can be obtained by contacting your independent investment advisor or your Financial Consultant, or by calling us at 1-800-435-4000. If you already have an account, you can visit our website at <a href="http://www.schwab.com/sweep">www.schwab.com/sweep</a>. If your account is an Advisor Services account, please contact your advisor, visit <a href="http://www.schwab.com/SA_sweep">www.schwab.com/SA_sweep</a>, or call Schwab Alliance at 1-800-515-2157.</p> <ul style="list-style-type: none"> <li>▪ The interest rate on the Schwab One Interest feature is set by Schwab. We have the option to pay as low a rate as possible consistent with our views of competitive necessities. With certain exceptions, the rate will be tiered based upon the overall free credit balance within your account.</li> <li>▪ The interest rate on the Bank Sweep feature is set by our affiliated bank(s), which also has the option to pay as low a rate as possible consistent with their views of competitive necessities. Retirement accounts will be paid a reasonable rate consistent with applicable legal and regulatory requirements. With certain exceptions, the rate will be tiered based upon your account type and the combined amount of your account's Bank Sweep deposits at our affiliated bank(s).</li> </ul>

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



<b>Interest Rates and Yields</b> (Continued)	<ul style="list-style-type: none"> <li>▪ The interest rate on the Bank Sweep for Benefit Plans feature is set by our affiliated bank(s), which intend to pay interest consistent with reasonable rate provisions of applicable legal and regulatory requirements. This can be lower than some competitors' rates. Interest rates do not vary by tiers and do not vary based on your cash balances.</li> <li>▪ Money market mutual funds offered through the Money Fund Sweep feature seek to achieve the highest yield (less fees and expenses) consistent with prudence and their investment objectives.</li> </ul> <p>Cash features are not intended to be long-term investments, and yields on any of our cash features can be lower than those of similar investments or deposit accounts offered outside the Cash Features Program. If you desire to maintain cash balances for other than a short-term period and/or are seeking the highest yields currently available in the market, please contact your Schwab representative or visit <a href="http://www.schwab.com/cash">www.schwab.com/cash</a> for investment options that may be available outside of the Cash Features Program to help maximize your return potential consistent with your investment objectives and risk tolerance. If your account is an Advisor Services account, please contact your advisor, visit <a href="http://www.schwab.com/SA_cash">www.schwab.com/SA_cash</a>, or call Schwab Alliance at 1-800-515-2157.</p>
<b>Benefits to Schwab</b>	<p>We charge fees and receive certain benefits under the different cash features. We share a portion of these fees and benefits with our investment professionals. Because of these fees and benefits, we have a financial incentive to select the particular cash features included in the Cash Features Program.</p>
<b>Differing Risks and Account Protection</b>	<p>The different cash features are subject to different risks and account protection:</p> <ul style="list-style-type: none"> <li>▪ The Schwab One® Interest feature is not subject to market risk and value loss but is subject to the risk of Schwab's failure. In the unlikely event that Schwab fails, cash is eligible for SIPC coverage up to a limit of \$250,000 (including principal and interest) per client in each insurable capacity (e.g., individual or joint). Free credit balances held at Schwab are not insured or guaranteed by the FDIC.</li> <li>▪ The Bank Sweep and Bank Sweep for Benefit Plans features are not subject to market risk and value loss but are subject to the risk of the failure of one or more of our affiliated banks. In the unlikely event that one or more of our affiliated banks fails, deposits at each bank are eligible for FDIC insurance protection up to a limit of \$250,000 (including principal and interest) per depositor in each insurable capacity (e.g., individual, joint, and plan participant). This limit includes any other deposits you may have at that bank outside of the Bank Sweep and Bank Sweep for Benefit Plans features. <b>You are responsible for monitoring your bank balances in the Bank Sweep and Bank Sweep for Benefit Plans features and the balances in any of your other bank accounts at each affiliated bank to determine if these, in total, exceed FDIC insurance limits. Monies held in both features are not covered by SIPC.</b></li> <li>▪ Money market mutual funds in the Money Fund Sweep feature invest in high-quality, short-term securities and seek to maintain a stable value, but are subject to market risks and potential value loss. They are not bank accounts and are not subject to FDIC insurance protection. They are instead covered by SIPC, which protects against the custodial risk (and not a decline in market value) when a brokerage firm fails by replacing missing securities and cash up to a limit of \$500,000, of which \$250,000 may be cash. Shares held through the Money Fund Sweep feature are not considered cash, but are treated as securities for SIPC coverage.</li> </ul>

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