

Schwab Personal Choice Retirement Account® (PCRA) Participant Limited Power of Attorney (LPOA) Terms

Open a PCRA Today

- All sections of this form (Sections 1–4) and your signature must be completed in ink.
- Forms completed in pencil, photocopies or faxes will not be processed.

Questions? Call 1-888-393-PCRA (7272)

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1. Establish Your PCRA.

Please complete all sections below. We respect your privacy. Schwab will use the information you provide to open and service your accounts, communicate with you and provide information about products and services. Read about Schwab's privacy policy at www.schwab.com/privacy.

Tell Us About Yourself.

Retirement Plan Name/Employer*		
<input type="checkbox"/> Mr.	<input type="checkbox"/> Mrs.	<input type="checkbox"/> Ms.
<input type="checkbox"/> Miss	<input type="checkbox"/> Dr.	
Name (First)	(Middle)	(Last)
Home Street Address (no P.O. boxes)		
City, State, Zip Code		
Mailing Address (if different from above; P.O. boxes may be used)		
Home Telephone Number (required) () ()	Business Telephone Number () ()	
Email Address [†] (See Section 3, Enrollment for Electronic Trade Confirmations.)		

*If you are unsure about your retirement plan name, please confirm with your human resources or benefits department.

†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.

Social Security/Tax ID No.	
Date of Birth (mm/dd/yyyy)	Mother's Maiden Name
Driver's License Number, State	Are you known by another name? Specify:

Securities industry regulations require that we collect the following information:

Check only one: <input type="checkbox"/> Employed <input type="checkbox"/> Self-employed <input type="checkbox"/> Retired <input type="checkbox"/> Student <input type="checkbox"/> Not employed		
Employer	Industry	Occupation/Position
Business Street Address		City, State, Zip Code
List any security firm(s) you are employed by or in which you are a director or owner. [†] Specify:		
List all publicly traded companies in which you are a director, 10% shareholder or policy-making officer. Specify:		
Marital Status <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Divorced		Number of Dependents

[†]Attach a Rule 407 letter from your employer's compliance department if employed by a securities firm. Rule 407 of the New York Stock Exchange (NYSE) governs the opening of brokerage accounts by employees of any NYSE member firm or employees of the NYSE. The National Association of Securities Dealers, Inc. (NASD) Conduct Rule 3050 imposes similar obligations on employees of the NASD member firms. Compliance with NYSE Rule 407 satisfies the requirements of the NASD obligations. If you are unsure about whether the Rule 407 letter applies to you, please confirm with your employer's compliance department before submitting this application.

2. Create Your Investment Profile. Securities industry regulations require that we collect this information.

Overall Investment Objective of Account[‡]:	Investment Knowledge:	Investment Experience:	Federal Income Tax Bracket:	Annual Income:	Liquid Net Worth:
<input type="checkbox"/> Capital Preservation	<input type="checkbox"/> None	<input type="checkbox"/> None	<input type="checkbox"/> 10%	<input type="checkbox"/> Under \$15,000	<input type="checkbox"/> Under \$25,000
<input type="checkbox"/> Income	<input type="checkbox"/> Limited	<input type="checkbox"/> Limited	<input type="checkbox"/> 15%	<input type="checkbox"/> \$15,000–\$24,999	<input type="checkbox"/> \$25,000–\$49,999
<input type="checkbox"/> Growth	<input type="checkbox"/> Good	<input type="checkbox"/> Good	<input type="checkbox"/> 27%	<input type="checkbox"/> \$25,000–\$49,999	<input type="checkbox"/> \$50,000–\$99,999
<input type="checkbox"/> Speculation	<input type="checkbox"/> Extensive	<input type="checkbox"/> Extensive	<input type="checkbox"/> 30%	<input type="checkbox"/> \$50,000–\$99,999	<input type="checkbox"/> \$100,000–\$249,999
			<input type="checkbox"/> 35%	<input type="checkbox"/> \$100,000 or More	<input type="checkbox"/> \$250,000 or More
			<input type="checkbox"/> 38.6%		<input type="checkbox"/> Specify: _____
			<input type="checkbox"/> Other: _____		

‡Investment Objective Definitions: **Capital Preservation:** The objective of capital preservation is to protect your initial investment by choosing investments that minimize the potential of any loss of principal. The long-term risk of capital preservation is that the returns may not be adequate to offset inflation. **Income:** The primary objective of an income strategy is to provide current income rather than long-term growth of principal. **Growth:** The objective of a growth strategy is to increase the value of your investment over time while recognizing a high likelihood of volatility. **Speculation:** A speculator's objective is to assume a higher risk of loss in anticipation of potentially higher-than-average gain by taking advantage of expected price changes.

(Continued on page 2.)



4. Agree to Terms. Continued

- Any dispute between the Participant and the Trustees (or the Institution [if applicable]) except when The Charles Schwab Trust Company, or any of its affiliates, acts as the Trustee (or the Institution [if applicable]) for the Participant's plan assets.

Trade Confirmations and Account Statements.

Unless the Plan Sponsor, Trustees or Institution direct otherwise, Schwab will send trade confirmations and account statements to the Participant and, if requested by the Plan Sponsor, Trustees or Institution, to the Plan Sponsor, Trustees or Institution and other parties as directed.

Transfers to and from PCRA and Distributions.

Participant is solely responsible for contacting Participant's Retirement Plan Services Provider to direct transfers between Participant's PCRA and the core investment options, if applicable, available through Participant's retirement plan. Transfers into Participant's PCRA will be automatically invested (swept) into the Schwab Money Market Fund until Participant instructs Schwab to allocate funds into other investments. Transfers out of Participant's PCRA to the core investment options will be made from the Schwab Money Market Fund. Participant is solely responsible for instructing Schwab to liquidate sufficient PCRA assets for a cash distribution from the plan, including a lump-sum distribution, and for ensuring that sufficient funds are held in the Schwab Money Market Fund prior to requesting any cash transfer from PCRA. Participant may be able to make an in-kind transfer or distribution, such as one in the form of a direct rollover to an Individual Retirement Account (IRA). Contact your Retirement Plan Services Provider to determine eligibility for an in-kind transfer or distribution.

Liquidation. If for any reason Participant's PCRA has insufficient funds to cover the purchase price of any trade or a fee, Schwab may take appropriate steps in its discretion to complete, cancel or liquidate one or more transactions or investments.

Additionally, Schwab may, on direction from an authorized party, which may include the Plan Sponsor, Trustees or Institution, liquidate one or more transactions or investments in order to address corrections which may be required pursuant to the provisions of the plan document, the Employee Retirement Income Security Act of 1974, as amended (ERISA), or the Internal Revenue Code of 1986, as amended (IRC), including but not limited to, the correction of excess annual additions pursuant to IRC 415, of excess contributions pursuant to IRC 401(k), of excess aggregate contributions pursuant to IRC 401(m) and of excess deferrals pursuant to IRC 402(g), to the extent that Schwab has either been informed by the authorized party that such correction is required or has the responsibility for the determination of the need for such correction pursuant to the terms of the Schwab One® Account Agreement and any other applicable agreements between Schwab and the authorized party.

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

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

Governing Law. This Agreement, and all future agreements you shall enter into with Schwab, unless otherwise indicated on such other agreement, shall be governed by the law (but not the choice or law doctrines) of the state of California. This is the case regardless of whether you reside or transact business with Schwab in California or elsewhere, except that the section entitled "Arbitration" shall be governed by the Federal Arbitration Act.

Arbitration Agreement. On behalf of Participant, Participant's Agents, and any other persons having or claiming to have a legal or beneficial interest in the account, Participant agrees to settle by arbitration any controversy between or among the Participant and/or Schwab, Schwab's affiliates, Schwab's officers, directors and employees or agents relating to the Schwab One Account Agreement, Participant's PCRA or account transactions, the LPOA or in any way arising out of Participant's relationship to the Plan Sponsor, Trustees or Institution or to Schwab, as provided in Section 23 of the Schwab One Account Agreement on pages 32-34. The following disclosures are made pursuant to applicable self-regulatory organization rules: (1) arbitration is final and binding on all parties; (2) the parties are waiving their right to seek remedies in court, including the right to a jury trial; (3) pre-arbitration discovery is generally more limited than and different from court proceedings; (4) the arbitrators' award is not required to include factual findings or legal reasoning, and any party's right to appeal or to seek modification of rulings by the arbitrators is strictly limited; (5) the panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry. No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute 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.

BY SIGNING THIS AGREEMENT, I ACKNOWLEDGE THAT I HAVE RECEIVED A COPY OF THE ACCOUNT TERMS TO RETAIN FOR MY RECORDS.

Note that the Account Agreement contains a pre-dispute arbitration agreement, which is set forth in Section 23, pages 32-34, of the Schwab One Account Agreement.

Ink Signature Required

X Your Signature

Date

FOR CHARLES SCHWAB USE ONLY										
<input type="checkbox"/> NYSE <input type="checkbox"/> SEC 144 <input type="checkbox"/> NRA <input type="checkbox"/> AKA <input type="checkbox"/> CRS EMPL										
Approved by			Print Name of Approver				Date Approved		Branch Office	
Plan ID Number		Registration Code PT	Index as Document Number 280		Account Number		-		-	Affiliate Number



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Schwab Personal Choice Retirement Account® (PCRA) Participant Limited Power of Attorney (LPOA) Terms

charles SCHWAB
CORPORATE SERVICES

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

By signing this form, you ("Participant") and Charles Schwab & Co., Inc. ("Schwab") agree that the authority conferred on the Participant by the Plan Sponsor, Plan Trustees ("Trustees") or by the Custodial Institution for the Plan (the "Institution"), as the case may be, in accordance with the LPOA Authorization to the Participant in the *Schwab Personal Choice Retirement Account® Plan Application*, shall be exercised according to the following terms and conditions. If you are the beneficiary of a deceased Participant, you will be considered the "Participant" for purposes of this form.

PCRA Fees. The Retirement Plan Provider, Trustee or Institution may charge additional fees for opening and maintaining Participant's PCRA.

Understanding Our Agreement. Participant agrees to:

- Read the Schwab One® Account Agreement;
- Read other agreements relating to Participant's PCRA;
- Read amendments to the agreements;
- Contact a Schwab representative if Participant does not receive or understand the agreements or amendments; and
- Be bound by the terms of these agreements and all amendments.

If Participant adds features to Participant's PCRA after it is opened, Participant agrees to be bound by the terms in the agreements relating to these features.

Responsibility for Investment Decisions.

Participant acknowledges that:

- Participant is responsible for determining the nature, potential value and suitability of any particular security, transaction or investment strategy;
- Except as provided in this section, Schwab is not responsible for determining the nature, potential value and suitability of any particular security, transaction or investment strategy;
- Schwab will not give legal or tax advice;
- Schwab is in no way responsible for supervising or monitoring trading in Participant's PCRA;
- Participant understands that no investments will be made with respect to Participant's PCRA except as the Participant specifically instructs Schwab; and
- Purchases and sales of securities in Participant's PCRA are subject to commissions and transaction fees.

Schwab agrees that it is responsible for determining the nature, potential value and suitability of any particular security, transaction or investment strategy for Participant **only** (1) if required by applicable law, or (2) if:

- A Schwab representative gives advice directly to Participant; and
- The advice is clearly identified as a Schwab recommendation for Participant to enter into a particular transaction or to buy or sell a particular security.

Credit Verification. Participant authorizes Schwab to inquire from any source, including a

consumer reporting agency, as to Participant's creditworthiness and ongoing eligibility for the account at any time throughout the life of the account, and thereafter for debt collection or investigative purposes.

Authorization to Trade for PCRA. Participant may place trading orders for Participant's PCRA pursuant to the LPOA. The Plan Sponsor, Trustees or Institution may revoke the LPOA at any time by giving written notice to Schwab. Participant agrees not to take any actions that exceed Participant's authority under the LPOA or any other agreement between Participant and the Trustees or Institution or Plan Sponsor with respect to which the PCRA is opened.

Appointment of Limited Power of Attorney for Third Party. By execution of a *Schwab Personal Choice Retirement Account Limited Power of Attorney (LPOA) for Third Party*, including a *Schwab Personal Choice Account Limited Power of Attorney (LPOA) for an Investment Manager*, Participant may grant authority to an Attorney-in-Fact to trade in Participant's PCRA but not to make withdrawals. The ability to work with a third party, including a professional money manager, varies by retirement plan.

Mutual Fund Minimum Investments.

Participant acknowledges that mutual funds require a specified minimum investment, and that until sufficient amounts have been deposited into Participant's PCRA, it will not be possible to invest in such mutual funds.

Uninvested Funds. All uninvested funds held within Participant's PCRA will be automatically invested (swept) into the Schwab Money Market Fund. It is the responsibility of the Participant to allocate funds into other investments, if so desired, once funds have been invested (swept) into the Schwab Money Market Fund.

Trading Restrictions. PCRA may not include trading on "trade-away" trades, collectibles, currencies, precious metals, real estate, private placements, futures, commodities, margin accounts, index and equity options, short sales or Schwab corporate debentures/collateralized debt obligations. If specifically allowed by Participant's retirement plan, Participant may write covered calls and buy protective puts. Participant must complete a *Schwab Personal Choice Retirement Account Options Application-Participant* to be approved to trade options. Participant's retirement plan may have other trading restrictions that limit Participant's investment options.

Compliance with Applicable Law. Participant will comply with all applicable state and federal securities laws.

Information. Participant will provide promptly any information reasonably requested by Schwab concerning the management of Participant's PCRA or compliance with this Agreement. If questions arise concerning compliance with any law, Participant will take any action believed by Schwab to be necessary and proper to ensure compliance with applicable law. Schwab has no duty to supervise or monitor Participant's management of Participant's PCRA or compliance with applicable

laws. Schwab may disclose Participant's name, address and share position upon request to companies whose securities are held in Participant's PCRA, unless Participant notifies Schwab in writing not to disclose this information.

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

- Any breach by Participant of any provision of this Agreement;
- Any dispute between the Participant and Plan Sponsor; and
- Any dispute between the Participant and the Trustees (or the Institution [if applicable]) except when The Charles Schwab Trust Company, or any of its affiliates, acts as the Trustee (or the Institution [if applicable]) for the Participant's plan assets.

Trade Confirmations and Account

Statements. Unless the Plan Sponsor, Trustees or Institution direct otherwise, Schwab will send trade confirmations and account statements to the Participant and, if requested by the Plan Sponsor, Trustees or Institution, to the Plan Sponsor, Trustees or Institution and other parties as directed.

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Code of 1986, as amended (IRC), including but not limited to, the correction of excess annual additions pursuant to IRC 415, of excess contributions pursuant to IRC 401(k), of excess aggregate contributions pursuant to IRC 401(m) and of excess deferrals pursuant to IRC 402(g), to the extent that Schwab has either been informed by the authorized party that such correction is required or has the responsibility for the determination of the need for such correction pursuant to the terms of the Schwab One® Account Agreement and any other applicable agreements between Schwab and the authorized party.

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rules: (1) arbitration is final and binding on all parties; (2) the parties are waiving their right to seek remedies in court, including the right to a jury trial; (3) pre-arbitration discovery is generally more limited than and different from court proceedings; (4) the arbitrators' award is not required to include factual findings or legal reasoning, and any party's right to appeal or to seek modification of rulings by the arbitrators is strictly limited; (5) the panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry. No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute 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.

Day-Trading Risk Disclosure Statement

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Please retain for your files.

You should consider the following points before engaging in a day-trading strategy. For purposes of this notice, a “day-trading strategy” means an overall trading strategy characterized by the regular transmission by a customer of intraday orders to effect both purchase and sale transactions in the same security or securities.

1. Day trading can be extremely risky.

Day trading generally is not appropriate for someone of limited resources and limited investment or trading experience and low risk tolerance. You should be prepared to lose all of the funds that you use for day trading. In particular, you should not fund day-trading activities with retirement savings, student loans, second mortgages, emergency funds, funds set aside for purposes such as education or home ownership, or funds required to meet your living expenses. Further, certain evidence indicates that an investment of less than \$50,000 will significantly impair the ability of a day trader to make a profit. Of course, an investment of \$50,000 or more will in no way guarantee success.

2. Be cautious of claims of large profits from day trading.

You should be wary of advertisements or other statements that emphasize the potential for large profits in day trading. Day trading can also lead to large and immediate financial losses.

3. Day trading requires knowledge of securities markets.

Day trading requires in-depth knowledge of the securities markets and trading techniques and strategies. In attempting to profit through day trading, you must compete with professional, licensed traders employed by securities firms. You should have appropriate experience before engaging in day trading.

4. Day trading requires knowledge of a firm's operations.

You should be familiar with a securities firm's business practices, including the operation of the firm's order-execution systems and procedures. Under certain market conditions, you may find it difficult or impossible to liquidate a position quickly at a reasonable price. This can occur, for example, when the market for a stock suddenly drops, or if trading is halted due to recent news events or unusual trading activity. The more volatile a stock is, the greater the likelihood that problems may be encountered in executing a transaction. In addition to normal market risks, you may experience losses due to system failures.

5. Day trading will generate substantial commissions, even if the per-trade cost is low.

Day trading involves aggressive trading, and generally you will pay commissions on each trade. The total daily commissions that you pay on your trades will add to your losses or significantly reduce your earnings. For instance, assuming that a trade costs \$16 and an average of 29 transactions are conducted per day, an investor would need to generate an annual profit of \$111,360 just to cover commission expenses.

6. Day trading on margin or short selling may result in losses beyond your initial investment.

When you day trade with funds borrowed from a firm or someone else, you can lose more than the funds you originally placed at risk. A decline in the value of the securities that are purchased may require you to provide additional funds to the firm to avoid the forced sale of those securities or other securities in your account. Short selling as part of your day-trading strategy also may lead to extraordinary losses, because you may have to purchase a stock at a very high price in order to cover a short position.

7. Potential registration requirements

Persons providing investment advice for others or managing securities accounts for others may need to register as either an “Investment Advisor” under the Investment Advisers Act of 1940 or as a “Broker” or “Dealer” under the Securities Exchange Act of 1934. Such activities may also trigger state registration requirements.

