

Schwab Personal Choice Retirement Account[®] (PCRA) *charles* SCHWAB

Limited Power of Attorney (LPOA) for Third Party

CORPORATE SERVICES

www.schwab.com
1-888-393-PCRA (7272)
Page 1 of 6

Investment Advisors with an existing Investment Advisor Service Agreement with Schwab should not use this form. Call us for the correct form.

This form may be used to name an Agent ("Attorney-In-Fact") to act on your behalf in connection with your Schwab Personal Choice Retirement Account (PCRA). A separate Limited Power of Attorney (LPOA) is required for each PCRA account. This is an important legal document. Before executing this Power of Attorney, you should know these important facts:

1. This document provides the person you designate as your Agent and Attorney-In-Fact with broad powers.
2. You have the right to revoke or terminate this Power of Attorney at any time by providing written notice to Schwab.
3. If there is anything about this Power of Attorney you do not understand, you should consult with your own attorney.

Please be sure to:

- Read and complete all sections. Return entire form (pages 1–6).
- Sign the form. All PCRA Account Holders and Agent(s) must sign on page 6.
- Ensure the form is notarized.
- If options trading is permitted in the account, the Agent(s) must complete an options trading application.
- Mail a copy of this form with original signatures to: Charles Schwab Retirement Services, Charles Schwab & Co., Inc., P.O. Box 52086, Phoenix, AZ 85072-9209.

This Power of Attorney is not durable. Consequently, the Agent's ("Attorney-in-Fact's") authority will expire upon the subsequent mental disability, incompetence, incapacity or death of the principal.

1. PCRA Account Holder Must Complete.

To: Charles Schwab & Co., Inc.—Authorization Agreement. The terms "I," "me" and "my," as used throughout this form, refer to the Schwab Account Holder(s). I hereby authorize the Agent ("Attorney-In-Fact") named in Section 2 to be my Agent and Attorney-In-Fact, and in such capacity to give instructions to Charles Schwab & Co., Inc. ("Schwab") in connection with my Schwab account (the "Account"), and to take other actions necessary or incidental to the execution of such instructions. I authorize Schwab, and other persons to whom Schwab has given instructions in order to implement the Attorney-In-Fact's instructions, to rely on the Attorney-In-Fact's instructions without obtaining my approval, countersignature, or cosignature. **I understand that this is not a Durable Power of Attorney and that all authority granted to my Attorney-In-Fact shall cease automatically upon Schwab receiving written notification from a licensed physician of my mental disability, incompetence, incapacity or death.**

PCRA Account Holder's Name (First)	(Middle)	(Last)	PCRA Account Number
Home Telephone Number ()	Business Telephone Number ()	Retirement Plan Name/Employer*	

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

Mail Duplicate Copies

I request that Schwab mail duplicates of the following items to the Agent(s) named in Section 2:

- Account statements Trade confirmations

FOR CHARLES SCHWAB USE ONLY:											
Approved by						Print Name of Approver					
Date Approved				Source Code		Branch Office and Account Number		—		—	
Third-Party Administrator (TPA)						Index as Document Number 007					



2. Agent(s) (“Attorney[s]-In-Fact”) Must Complete.

We respect your privacy. Schwab may use the information you provide to communicate with you and provide information about products and services. Read about Schwab’s privacy policy at www.schwab.com/privacy. As required by federal law, Schwab will use the information provided below to verify your identity.

Attorney-In-Fact’s Name (First) (Middle) (Last)	
Attorney-In-Fact’s Home Street Address (no P.O. boxes)	
City, State, Zip Code	
Attorney-In-Fact’s Mailing Address (if different from above; P.O. boxes may be used)	
Attorney-In-Fact’s Home Telephone Number ()	Business Telephone Number ()
Email Address*	

Social Security/Tax ID No.	Passport Country of Issue	Passport No. (if not a U.S. citizen)
Date of Birth (mm/dd/yyyy)	Mother’s Maiden Name	
Driver’s License Number, State	Are you known by another name? Specify:	
Country(ies) of Citizenship (Must list all.) <input type="checkbox"/> USA <input type="checkbox"/> Other: _____	Country of Legal Residence <input type="checkbox"/> USA <input type="checkbox"/> Other: _____	

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	

*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.

[†]Attach a Rule 407 letter from your employer’s compliance department if you are 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. National Association of Securities Dealers, Inc. (NASD) Rule 3050 imposes similar obligations on employees of 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.

3. Agent Profile(s).

Agent(s) should provide the following information.

Investment Knowledge:		Investment Experience:		Capacity (Each Agent must check A or B.)	
Agent	Additional Agent	Agent	Additional Agent	Agent	Additional Agent
<input type="checkbox"/>	<input type="checkbox"/> None	<input type="checkbox"/>	<input type="checkbox"/> None	<input type="checkbox"/>	<input type="checkbox"/> A. I am not an Investment Advisor, or I will not be acting in my capacity as an Investment Advisor with respect to this account.
<input type="checkbox"/>	<input type="checkbox"/> Limited	<input type="checkbox"/>	<input type="checkbox"/> Limited	<input type="checkbox"/>	<input type="checkbox"/> B. I am an Investment Advisor and I will be acting in my capacity as an Investment Advisor with respect to this account. [‡]
<input type="checkbox"/>	<input type="checkbox"/> Good	<input type="checkbox"/>	<input type="checkbox"/> Good		
<input type="checkbox"/>	<input type="checkbox"/> Extensive	<input type="checkbox"/>	<input type="checkbox"/> Extensive		

[‡]Agents who are Investment Advisors and will be acting in their capacity as Investment Advisors may only be authorized to act as a Limited Power of Attorney.

4. PCRA Account Holder's Authorization of Agent's Powers. (Read carefully.)

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

I authorize Schwab to mail duplicate copies of account statements and/or trade confirmations to the Agent(s), if I have so indicated by checking the boxes in Section 1. If Agent is associated with a member of the National Association of Securities Dealers, Inc. ("NASD"), Schwab is authorized to deliver information concerning my Account,

including duplicate confirmations and account statements, to such members upon written request. The Attorney-In-Fact's authority will include, without limitation, the authority in the same manner and to the same extent as any Account Holder:

- to give instructions for transactions in securities and financial instruments, including the buying and selling of stocks, bonds, debentures, notes, subscription warrants, stock purchase warrants, options, mutual fund shares, evidences of indebtedness, and any other securities, instruments or contracts relating to securities; and
- (where necessary to complete any transaction) to transfer, convert, endorse, sell, assign, set over and deliver any assets held in the Account (the "Account Assets") and to make, execute and deliver any and all written instruments of assignment and transfer; and
- to update certain account information, but not to change the account mailing address.

At its discretion, Schwab may, but is not obligated to, decline to accept certain updated account information from the Attorney-In-Fact. The Attorney-In-Fact is not authorized to withdraw or direct the disbursement of Account Assets from the Account.

If my Account is authorized for options trading, Attorney-In-Fact, after an option trading application is completed by the Attorney-In-Fact and approved by Schwab, is authorized to place option orders in the Account in accordance with my stated option approval level.

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

5. PCRA Account Holder's Terms and Conditions. (Read carefully.)

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

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

- Schwab will merely effect trades as directed by Attorney-In-Fact;
- Schwab will not give legal or tax advice;
- I and Attorney-In-Fact are responsible for determining the nature, potential value and suitability for me of any particular investment strategy, transaction (including futures transactions) or security (including equities and options); I will not rely on Schwab for this purpose and, unless (1) required by applicable law, or (2) a Schwab representative gives advice directly to me or Attorney-In-Fact that is clearly identified as a Schwab recommendation for me to enter into a particular transaction or to buy or sell a particular security, Schwab has no responsibility for any such determination;
- Schwab is not acting as a fiduciary;
- I (and not Schwab) am responsible for investigating and selecting Attorney-In-Fact;
- Attorney-In-Fact is not affiliated with or controlled or employed by Schwab, and Schwab has not approved, recommended or endorsed Attorney-In-Fact;
- Unless required by applicable law, Schwab has no duty to review, supervise or monitor any investment decision, trading activity or transaction by Attorney-In-Fact in my Account; and
- Schwab reserves the right, in its sole discretion, to no longer honor instructions for Attorney-In-Fact and will notify me if it chooses to do so.

I have inquired as to whether or not my Agent and Attorney-In-Fact is registered (or is otherwise exempt from registration) with the Securities and Exchange Commission under the Investment

Advisers Act of 1940 and with the appropriate state authority of my state of residence, where such registration would be required. I understand that Schwab is not responsible for ensuring that my Attorney-In-Fact is in continuing compliance with any such registration requirements. In addition, I have investigated the business experience, qualifications and reputation of my Agent and Attorney-In-Fact and am satisfied with the experience, qualifications and reputation of my Agent and Attorney-In-Fact.

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

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

- their reliance on this Power of Attorney; and
- Schwab's execution of Attorney-In-Fact's instructions.

Furthermore, I agree to indemnify and hold Schwab harmless from, and to pay Schwab promptly upon demand for, any and all losses or financial obligations which may arise from the acts or omissions of the Attorney-In-Fact with respect to my Account. I also agree that since Schwab will not review, supervise or monitor trading by the Attorney-In-Fact in my Account, Schwab will not be liable and I will not attempt to hold Schwab liable for any trade or decision made by the Attorney-In-Fact whom I have selected, regardless of whether or not any such trade or decision was specifically authorized by me.

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

Transfer Agent. To induce any transfer agent or other third party to act hereunder, I hereby agree that any transfer agent or other third party receiving a duly executed copy or facsimile of this Power of Attorney may act upon it, and that revocation or termination hereof shall be ineffective as to such transfer agent or other third party unless and until actual notice or knowledge of such revocation or termination shall have been received by such transfer agent or other third party, and I for myself and for my heirs, executors, legal representatives and assigns, hereby agree to indemnify and hold harmless any such transfer agent or third party from and against any and all claims that may arise against such transfer agent or other third party by reason of such transfer agent or third party having relied on this instrument.

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

Governing Law. The laws of the state of California (but not the choice of law doctrines), as applied to agreements signed and performed in California, shall apply and bind the parties in any and all questions arising under this Power of Attorney, including questions of validity, interpretation and performance, except that the arbitration agreement in Section 7 shall be governed by the Federal Arbitration Act.

FOR CHARLES SCHWAB USE ONLY:											
Branch Office and Account Number											



6. Agent's ("Attorney-In-Fact") Terms and Conditions. (Read carefully.)

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

Authorization to Make Transactions in the Customer's Account.

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

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

Trade Confirmations and Account Statements.

Unless the Customer directs otherwise, Schwab will not automatically send duplicate trade confirmations and account statements to the Attorney-In-Fact.

Attorney-In-Fact's Relationship to Schwab.

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

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

Compliance with Applicable Law. Attorney-In-Fact will comply with all applicable state and federal laws (including the Investment Advisers Act of

1940 and comparable state laws), rules and regulations as they may be amended from time to time, including, without limitation, making such disclosure as may be required by applicable law, rule or regulation.

Compliance with NASD Rules of Fair Practice.

Attorney-In-Fact represents and warrants that, unless the Attorney-In-Fact has given Schwab written notice to the contrary, Attorney-In-Fact is not "associated" with a member of the National Association of Securities Dealers, Inc., within the meaning of Article I(Q) of the NASD bylaws. Attorney-In-Fact agrees to give Schwab prompt and written notice if Attorney-In-Fact later becomes so associated in accordance with NASD's Conduct Rule 3050 (formerly Section 28 of the Rules of Fair Practice).

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

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

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.

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

Sale and Control of Restricted Securities.

Before instructing Schwab to sell securities that are:

- "restricted securities" or securities of an issuer of which Attorney-in-Fact or the Customer is an "affiliate" (as those terms are defined in Rule 144 under the Securities Act of 1933); or
- securities that are being sold in reliance on Rule 701 or Rule 145 under such Act; or

- securities of which the Customer or the Attorney-In-Fact and the issuer or its underwriter have entered into an agreement restricting the transferability of such securities;

Attorney-In-Fact agrees to tell Schwab the status of such securities and promptly furnish whatever information and documents (including opinions of legal counsel, if requested) that Schwab requests in order to comply with its regulatory duties.

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

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

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

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

Entire Agreement. This Agreement contains all of the agreements, representations and understandings made between Attorney-In-Fact and Schwab. All modifications and amendments must be in writing and signed by Schwab. Schwab may amend the Agreement with advance notice to Attorney-In-Fact.

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

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

Governing Law. The laws of the state of California (but not the choice of law doctrines), as applied to agreements signed and performed in California, shall apply and bind the parties in any and all questions arising under this Power of Attorney, including questions of validity, interpretation and performance, except that the arbitration agreement in Section 7 shall be governed by the Federal Arbitration Act.

7. Account Holder and Agent (“Attorney-In-Fact”) Agree to Arbitration.

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

- All parties to this agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.
- Arbitration awards are generally final and binding; a party’s ability to have a court reverse or modify an arbitration award is very limited.
- The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
- The arbitrators do not have to explain the reason(s) for their award.
- 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, 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, 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 National Association of Securities Dealers (NASD) 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 the NASD or such eligible national securities exchange. If arbitration before the NASD 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.

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.



1 5 0 9 0 3

8. PCRA Account Holder Must Sign.

I have read carefully the provisions of this Power of Attorney, including the **Arbitration Agreement in Section 7**, and understand that it authorizes my Agent and Attorney-in-Fact, herein named, to exercise all rights and powers set forth above with respect to my PCRA Account, and I understand that anything my Agent may do in the exercise of such rights and powers is fully binding upon me.

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

Signature Required	<div style="display: flex; justify-content: space-between; align-items: center;"> X </div> <div style="display: flex; justify-content: space-between; align-items: center; margin-top: 5px;"> Account Holder Signature Date </div>
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9. Account Holder's Signature Must Be Notarized.

State of _____, County of _____, On _____ (mm/dd/yyyy) before me, _____ (Name and Title of the Notarizing Officer), personally appeared _____ (Name of Person[s] Signing Instrument), personally known to me (or 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.* WITNESS my hand and official seal. Notary Public _____ (Signature of Notarizing Officer) Expiration Date _____ (mm/dd/yyyy)	(NOTARY SEAL)
*Notaries outside of California may attach the appropriate notarizing declaration in lieu of the above.	

10. Agent(s) ("Attorney[s]-In-Fact") Must Sign.

I have read carefully the provisions of this Power of Attorney, including the Agent's ("Attorney-in-Fact") Terms and Conditions in Section 6 and the Arbitration Agreement in Section 7.

Signature(s) Required	<div style="display: flex; justify-content: space-between; align-items: center;"> X </div> <div style="display: flex; justify-content: space-between; align-items: center; margin-top: 5px;"> Agent ("Attorney-In-Fact") Signature Date </div>
Signature(s) Required	<div style="display: flex; justify-content: space-between; align-items: center;"> X </div> <div style="display: flex; justify-content: space-between; align-items: center; margin-top: 5px;"> Agent ("Attorney-In-Fact") Signature Date </div>

FOR CHARLES SCHWAB USE ONLY:											
Branch Office and Account Number											

Schwab PCRA LPOA for Third Party Account Agreement

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

PCRA Account Holder's Terms and Conditions (Read carefully)

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

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

- Schwab will merely effect trades as directed by Attorney-In-Fact;
- Schwab will not give legal or tax advice;
- I and Attorney-In-Fact are responsible for determining the nature, potential value and suitability for me of any particular investment strategy, transaction (including futures transactions) or security (including equities and options); I will not rely on Schwab for this purpose and, unless (1) required by applicable law, or (2) a Schwab representative gives advice directly to me or Attorney-In-Fact that is clearly identified as a Schwab recommendation for me to enter into a particular transaction or to buy or sell a particular security, Schwab has no responsibility for any such determination;
- Schwab is not acting as a fiduciary;
- I (and not Schwab) am responsible for investigating and selecting Attorney-In-Fact;
- Attorney-In-Fact is not affiliated with or controlled or employed by Schwab, and Schwab has not approved, recommended or endorsed Attorney-In-Fact;
- Unless required by applicable law, Schwab has no duty to review, supervise or monitor any investment decision, trading activity or transaction by Attorney-In-Fact in my Account; and
- Schwab reserves the right, in its sole discretion, to no longer honor instructions for Attorney-In-Fact and will notify me if it chooses to do so.

I have inquired as to whether or not my Agent and Attorney-In-Fact is registered (or is otherwise exempt from registration) with the Securities and Exchange Commission under the Investment Advisers Act of 1940 and with the appropriate state authority of my state of residence, where such registration would be required. I understand that Schwab is not responsible for ensuring that my Attorney-In-Fact is in continuing compliance with any such registration requirements. In addition, I have investigated the business experience, qualifications and reputation of my Agent and Attorney-In-Fact and am satisfied with the experience, qualifications and reputation of my Agent and Attorney-In-Fact.

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

Indemnification. I hereby ratify and confirm any and all transactions, trades or dealings effected in and for my Schwab Account by my Attorney-In-Fact, and I agree to indemnify and hold harmless Schwab, its affiliates, and their directors, officers,

employees and agents from and against all claims, actions, judgments, settlement amounts, costs and liabilities, including attorneys' fees, arising out of or relating to:

- their reliance on this Power of Attorney; and
- Schwab's execution of Attorney-In-Fact's instructions.

Furthermore, I agree to indemnify and hold Schwab harmless from, and to pay Schwab promptly upon demand for, any and all losses or financial obligations which may arise from the acts or omissions of the Attorney-In-Fact with respect to my Account. I also agree that since Schwab will not review, supervise or monitor trading by the Attorney-In-Fact in my Account, Schwab will not be liable and I will not attempt to hold Schwab liable for any trade or decision made by the Attorney-In-Fact whom I have selected, regardless of whether or not any such trade or decision was specifically authorized by me.

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

Transfer Agent. To induce any transfer agent or other third party to act hereunder, I hereby agree that any transfer agent or other third party receiving a duly executed copy or facsimile of this Power of Attorney may act upon it, and that revocation or termination hereof shall be ineffective as to such transfer agent or other third party unless and until actual notice or knowledge of such revocation or termination shall have been received by such transfer agent or other third party, and I for myself and for my heirs, executors, legal representatives and assigns, hereby agree to indemnify and hold harmless any such transfer agent or third party from and against any and all claims that may arise against such transfer agent or other third party by reason of such transfer agent or third party having relied on this instrument.

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

Governing Law. The laws of the state of California (but not the choice of law doctrines), as applied to agreements signed and performed in California, shall apply and bind the parties in any and all questions arising under this Power of Attorney, including questions of validity, interpretation and performance, except that the arbitration agreement in Section 7 shall be governed by the Federal Arbitration Act.

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.
- 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, 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, 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 National Association of Securities Dealers (NASD) 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 the NASD or such eligible national securities

exchange. If arbitration before the NASD 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.

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.