

# Durable Power of Attorney For New York State Only

**Caution to the Principal:**

Your Power of Attorney is an important document. As the principal ("account holder"), you give the person whom you choose (your "Agent") authority to spend your money and sell or dispose of your property during your lifetime without informing you. You do not lose your authority to act even though you have given your Agent similar authority. When your Agent exercises this authority, he or she must act according to any instructions you have provided or, where there are no specific instructions, in your best interest. "Important Information for the Agent" in Section 4 describes your Agent's responsibilities. Your Agent can act on your behalf only after signing the Power of Attorney before a notary public. You can request information from your Agent at any time. If you are revoking a prior Power of Attorney form, you should provide written notice of the revocation to your prior Agent(s) and to any third parties who may have acted upon it, including the financial institutions where your accounts are located. You can revoke or terminate your Power of Attorney at any time for any reason as long as you are of sound mind. If you are no longer of sound mind, a court can remove an Agent for acting improperly. Your Agent cannot make health care decisions for you. You may execute a "Health Care Proxy" to do this. The law governing Powers of Attorney is contained in the New York General Obligations Law, Article 5, Title 15. Copies of this law are available at law libraries, or online through the New York State Senate or Assembly websites, [www.senate.state.ny.us](http://www.senate.state.ny.us) and [www.assembly.state.ny.us](http://www.assembly.state.ny.us). If there is anything about this document that you do not understand, you should ask a lawyer of your own choosing to explain it to you.

- Use this form to authorize a third party (referred to as your "Agent" or "Attorney-in-Fact") to act on your behalf in connection with your account listed in Section 1 of this document.
- Use this form if you reside in the state of New York.
- **Please review the following notice and initial on the next page to indicate that you understand it.**

**This is a Durable Power of Attorney. Please note the following:**

- THIS IS AN IMPORTANT LEGAL DOCUMENT. It gives another person, your Agent (or your "Attorney-in-Fact"), control over the account listed in Section 1. This document provides your Agent with the authority to buy, sell, transfer, and dispose of any assets in your account.
- This Durable Power of Attorney shall not be affected by your subsequent physical disability or incapacity. This Durable Power of Attorney will remain in effect even if you become mentally incompetent and can no longer make your own decisions or manage your own affairs. This Durable Power of Attorney grants your Agent the authority to trade in your account, to transfer assets and withdraw money from your account, including in your Agent's own name, as permitted in Section 2, and to take any other actions with respect to your account, in the same manner as and to the same extent that you are permitted to act.
- A lapse of time since the execution of this Durable Power of Attorney document will not affect the effectiveness of this Durable Power of Attorney.
- The authority granted to your Agent terminates upon your death (or the death of the last account holder in the case of a joint account).
- You agree that your Agent or heir(s) is responsible for providing Schwab with written notice of your death. You further agree that Schwab is not liable for any claims related to your transactions occurring before Schwab receives, and has a reasonable amount of time to review and respond to, the written notice of your death.
- You have the right to revoke or terminate this Durable Power of Attorney at any time, so long as you are deemed mentally competent. Your request must be made in writing.
- Your Agent may be entitled to reasonable compensation for services rendered under this Durable Power of Attorney. You agree that Schwab will not restrict or monitor withdrawals from your account by your Agent.
- By completing this Durable Power of Attorney, you are revoking any Power of Attorney forms that you have previously executed for the account named in Section 1. However, this Durable Power of Attorney form will not revoke any investment authority you have granted to your investment advisor for the account if applicable.

**This form is not intended to grant authority to an investment advisory firm to place trade orders, make disbursements, or pay fees from your account.** For these purposes, use the Limited Power of Attorney form. This form cannot be used to add an Agent or investment advisor using the Schwab Advisor Services Platform.

**This Durable Power of Attorney is not permitted on:**

- Joint tenant accounts unless all account holders agree to name the same Agent;
- Trust accounts, Organization accounts, or any fiduciary accounts such as Guardianships, Conservatorships, or Estates;
- QRP accounts, Company Retirement Accounts, and i401(k) accounts; or
- Any Schwab brokerage accounts linked to a Schwab Bank Investor Checking™ account.

**I understand that Schwab has not advised me or my Agent that this Durable Power of Attorney satisfies the requirements under the laws of the state in which it is to be effective. I understand that I should review this legal document carefully with my own attorney/legal professional before I sign it.**

Initial Here

**By initialing here, I acknowledge that I have reviewed and I understand the preceding notice.**

Initial Here  
(Additional Account Holder  
Initials Required)

**1. Account Holder Information and Authorization Agreement**

**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 4 to be my Agent(s) and Attorney-in-Fact and in such capacity to give instructions to 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 Agent's instructions, to rely on the Agent's instructions without obtaining my approval, countersignature, or cosignature. This form only applies to the account listed below. It does not give your Agent control over any other account you may have with Schwab. Complete a separate form for each additional account for which you wish to authorize your Agent to act.

**Account Information**

**Schwab Account Number\***

\*For joint registrations, only one form per account is required.

Account Holder's Name *First* *Middle* *Last*

Additional Account Holder's Name *First* *Middle* *Last*

**2. Powers to Be Granted (Required)**

By completing this form, you grant all of the powers below to the Agent(s) named in Section 4.

Initial Here

**Initial here to acknowledge that you are granting the powers listed below to the Agent(s) named in Section 4.**

Initial Here  
(Additional Account Holder  
Initials Required)

- **Access account and place trades**—Buy, sell, sell short, exchange, convert, tender, or otherwise acquire or dispose of all types of securities and other investments, including the right to borrow on margin and conduct options transactions to whatever extent this account is approved for these features.
- **Modify or close account**—Modify or close the account named on this form. Modify any address for my profile. Additional documentation will be required to provide proof of the account holder's incapacitation.
- **Open accounts**—Use your taxpayer ID number to open any number of new accounts of any type, including managed accounts, for your benefit. Additional documentation will be required to provide proof of the account holder's incapacitation.

- **Authorized Check User Power of Attorney ("Authorized Check User")**—Grant unlimited authority to write checks on your account, including checks made payable to any third party and/or to your Agent.
- **Tax powers**—Make, execute, present, and modify any tax forms with respect to financial matters related to your account (including, but not limited to, IRS Forms W-8 and W-9 and other certifications relating to your taxpayer ID number, backup withholding status, foreign status, and/or tax residency). Make any election available or as required under federal, state, local, or foreign tax law related to your account or any accounts your Agent may open, to the extent permitted by the applicable taxing authority.
- **Acting individually/severally**—By initialing above and signing this Durable Power of Attorney form, you are agreeing that if you appoint more than one Durable Power of Attorney, they may each exercise their authority individually and not jointly.
- **Withdraw money**—Remove assets from this account by any means available for this account type and regardless of any tax consequences. Withdrawn assets may be distributed to you or to any third party, including your Agent.
- **Move money out of this account**—This includes making rollovers, Roth IRA conversions, IRA recharacterizations, or other transfers of assets out of this account.
- **Make gifts** - By initialing above I grant my agent the authority to make gifts to any person or persons, in any amount, including to themselves. This does not include beneficiary designation or pay on death.

**Note:** If option trading is permitted on the account, the Agent must complete the Option Trading & Margin Application.

### 3. Additional Powers Granted by the Account Holder/Principal (Optional)

By initialing below, you grant only those additional powers indicated to the Agent(s) named in Section 4.

#### Beneficiary Designations for Retirement Accounts and Non-Retirement Accounts

Initial Here

**By initialing here, I authorize my Agent to name others as beneficiaries.** I wish to authorize my Agent to execute or change a beneficiary designation on my behalf. I understand that for retirement accounts, the Agent will not be permitted to execute a beneficiary designation in favor of himself or herself.

Initial Here  
(Additional Account Holder  
Initials Required)

Initial Here

**Initialing this box will authorize the agent to change beneficiary designations, including the authority to name themselves, even if the agent is not an ancestor, spouse, or descendant.** It is recommended that the account holder and agent consult with legal counsel regarding the grant and exercise of this authority as it may impact estate planning objectives. It is the agent's responsibility to comply with applicable state law.

Initial Here  
(Additional Account Holder  
Initials Required)

#### Delegation of Powers

Initial Here

**By initialing here, I authorize my Agent to delegate all powers to others.** I understand that I am delegating all the powers that I have granted to my Agent (or any portion of such powers as determined by my Agent) to any third party. I understand that delegated powers include the ability to hire or fire an investment advisor.

Initial Here  
(Additional Account Holder  
Initials Required)

### 4. Agent ("Attorney-in-Fact")

If appointing two Agents, both Agents will have identical powers as indicated in Sections 1–3.

#### IMPORTANT INFORMATION FOR THE AGENT:

When you accept the authority granted under this Power of Attorney, a special legal relationship is created between you and the account holder. This relationship imposes on you legal responsibilities that continue until you resign or the Power of Attorney is terminated or revoked. You must (1) act according to any instructions from the account holder, or, where there are no instructions, in the account holder's best interest; (2) avoid conflicts that would impair your ability to act in the account holder's best interest; (3) keep the account holder's property separate and distinct from any assets you own or control, unless otherwise permitted by law; (4) keep a record of all receipts, payments, and transactions conducted for the account holder; and (5) disclose your identity as Agent whenever you act for the account holder by writing or printing the account holder's name and signing your own name as Agent in either of the following manners: (account holder's name) by (your signature) as Agent, or (your signature) as Agent for (account holder's name). If you have that authority, you must act according to any instructions from the account holder or, where there are no such instructions, in the account holder's best interest. You may resign by giving written notice to the account holder and to any co-agent, successor agent, or monitor if one has been named in this document, or the account holder's guardian if one has been appointed.

If there is anything about this document or your responsibilities that you do not understand, you should seek legal advice. You agree that your appointment as Agent will end with the death of the account holder(s) or, if this is a joint account, with the death of the last account holder. You further agree that you will promptly provide Schwab with written notice of the death of the account holder(s).

**Liability of Agent:** The meaning of the authority given to you is defined in the New York General Obligations Law, Article 5, Title 15. If it is found that you have violated the law or acted outside the authority granted to you in the Power of Attorney, you may be liable under the law for your violation.

**Agent**

- Order additional Schwab One® checks to be sent to the Agent.
- I request that Schwab mail duplicates of the:
  - account statements and/or
  - trade confirmations to the Agent.

As required by federal law, Schwab will use the information provided to verify your identity.

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

\_\_\_\_\_  
 Social Security/Tax ID 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\* *Mother's Maiden Name*

\*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  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)

<b>Employer Name/Business Name</b>	<b>Business Street Address</b> (no P.O. boxes)		
<b>City</b>	<b>State</b>	<b>Zip Code</b>	
<b>The Next Two Questions Are Required by Industry Regulations:</b>			
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?			
<input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>Yes</b> (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. <b>List the company name</b> _____ .)			
Are you a director, 10% shareholder or policy-making officer of a publicly held company?			
<input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>Yes</b> (If "Yes," enter company name _____ and trading symbol _____ .)			

<b>Additional Agent</b>			
<input type="checkbox"/> <b>Order additional Schwab One® checks to be sent to the Agent.</b>			
<input type="checkbox"/> <b>I request that Schwab mail duplicates of the:</b>			
<input type="checkbox"/> <b>account statements and/or</b>			
<input type="checkbox"/> <b>trade confirmations to the Agent.</b>			
As required by federal law, Schwab will use the information provided to verify your identity.			
<b>Name</b> <i>First</i>	<i>Middle</i>	<i>Last</i>	
<b>Social Security/Tax ID Number</b>	<b>Date of Birth</b> (mm/dd/yyyy)	<b>Are you known by another name?</b> (Please specify.)	
Regulations require that you provide us with your legal address.			
<b>Home/Legal Street Address</b> (no P.O. boxes)			
<b>City</b>	<b>State or Province</b>	<b>Zip or Postal Code</b>	
<b>Mailing Address</b> (Include mailing address if different from home/legal address. P.O. boxes may be used.)			
<b>City</b>	<b>State or Province</b>	<b>Zip or Postal Code</b>	
<b>Telephone Number</b>	<b>Mobile Number</b>	<b>Work Number</b>	<b>Extension</b>
<b>Email Address*</b>			<b>Mother's Maiden Name</b>
*By providing your email address, you consent to receiving email from Schwab. Information about opting out of certain email communications is provided at <a href="http://www.schwab.com/privacy">www.schwab.com/privacy</a> .			
<b>Country(ies) of Citizenship</b> (Must list each separated by a comma.)		<b>Country of Legal Residence</b> (Select only one.)	
<input type="checkbox"/> <b>USA</b> <input type="checkbox"/> <b>Other:</b> _____		<input type="checkbox"/> <b>USA</b> <input type="checkbox"/> <b>Other:</b> _____	
<b>ID Number and Type</b> (Please select only one box and provide the relevant information below.)			
<input type="checkbox"/> <b>Passport</b> <input type="checkbox"/> <b>Driver's License</b> <input type="checkbox"/> <b>Gov't-Issued ID</b>			
<b>Identification Number</b>	<b>Country or State of Issuance</b>	<b>Issue Date</b> (mm/dd/yyyy)	<b>Expiration Date</b> (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 (no P.O. boxes)**

\_\_\_\_\_  
**City**    **State**    **Zip Code**

**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 \_\_\_\_\_ .)

**5. All Account Holders Are Required to Sign and Date in the Presence of a Notary Public**

This Durable Power of Attorney must be signed and dated by the account holder(s) with the signature of the account holder(s) duly acknowledged in the manner prescribed for the conveyance of real property.

By signing this Durable Power of Attorney form, I am revoking any Power of Attorney forms that I have previously executed for the account named in Section 1 (including the Authorized Check User Power of Attorney/Limited Power of Attorney/Full Power of Attorney), provided that this Durable Power of Attorney does not revoke any investment authority that I have granted to my investment advisor on my account if applicable.

Schwab may notify my previous Power of Attorney of his or her removal. By signing this form, I also affirm the following:

I have carefully read the provisions of this Durable Power of Attorney, and I understand that it authorizes my Agent(s), herein named, to exercise all rights and powers set forth above with respect to my Schwab account and that anything my Agent(s) may do in the exercise of such rights and powers is fully binding upon me. **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, of the Power of Attorney Authorization and Agreement.**

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

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

**The account holder signature(s) must be notarized.**

**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.

**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.

**6. Agent ("Attorney-in-Fact") Is Required to Sign and Date in the Presence of a Notary Public**

This Durable Power of Attorney must be signed and dated by the Agent(s) appointed, with the signature of the Agent(s) duly acknowledged in the manner prescribed for the conveyance of real property. By signing below, I acknowledge that I have received the Power of Attorney Authorization and Agreement and affirm the following:

I have read carefully and I understand and agree to be bound by the provisions of this Durable Power of Attorney, including the terms and conditions of the Agent ("Attorney-in-Fact") Agreement, as well as the terms that bind the account holder and any applicable state notices. I confirm that the account holder is not deceased and has not revoked, suspended, or terminated (partially or fully) the authority delegated and that there is no petition pending to determine the incapacity of the account holder. I agree to avoid conflicts that would impair my ability to act in the account holder's best interest, and I agree to keep the account holder's property separate from any assets I own or control, unless otherwise permitted by law. I agree to keep a record of all receipts, payments, and transactions conducted for the account holder. I agree to cease acting as Agent if I know, or have reason to know, that my capacity to act has been limited or terminated for any reason or at the account holder's death. **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, of the Power of Attorney Authorization and Agreement.**

**X**

Signature: Agent

Print Name

Today's Date (mm/dd/yyyy)

**X**

Signature: Agent

Print Name

Today's Date (mm/dd/yyyy)

The Agent signature(s) must be notarized.

**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.

**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.

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

Charles Schwab & Co., Inc. and Charles Schwab Bank, SSB are separate but affiliated companies and subsidiaries of The Charles Schwab Corporation. Brokerage products are offered by Charles Schwab & Co., Inc., Member SIPC. Deposit and lending products and services are offered by Charles Schwab Bank, SSB, Member FDIC and an Equal Housing Lender.



Please read and retain for your files.

Sections 1–4 relate to your brokerage account and are part of the Account Agreement between each Account Holder and Schwab. The terms "I," "me" and "my" refer to each Schwab Account Holder.

Please note that for the purposes of this Power of Attorney (POA), the term "brokerage account" refers to your account with Charles Schwab & Co., Inc. ("Schwab"), a registered broker-dealer.

## Section 1. Account Holder's Authorization of Agent's Powers

I authorize Schwab to take such actions as Schwab deems necessary to carry out instructions Schwab receives from me and/or Agent. 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 Agent. If I have appointed two or more Agents, both Agents will have identical powers as indicated in Section 2 of the Power of Attorney form, 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 4. If Agent is associated with a securities firm of the Financial Industry Regulatory Authority ("FINRA"), Schwab is authorized to deliver information concerning my Account, including duplicate confirmations and account statements, to such firm upon written request.

The Agent's authority will include, without limitation, the authority in the same manner and to the same extent as any Account Holder:

- Access Account and place trades—Buy, sell, sell short, exchange, convert, tender, or otherwise acquire or dispose of all types of securities and other investments, including the right to borrow on margin and conduct options transactions to whatever extent this Account is approved for these features.
- Withdraw money—Remove assets from this Account by any means available for this account type and regardless of any tax consequences. Withdrawn assets may be distributed to you or to any third party, including your Agent.
- Move money out of this Account—This includes making rollovers, Roth IRA conversions, IRA recharacterizations, or other transfers of assets out of this Account.

- Modify or close Account—Modify or close the Account named on this form.
- Open accounts—Use your taxpayer ID number to open any number of new accounts of any type, including managed accounts, for your benefit. Additional documentation will be required to provide proof of the Account Holder's incapacity.
- Authorized Check User Power of Attorney ("Authorized Check User")—Grant unlimited authority to write checks on your Account, including checks made payable to any third party and/or to your Agent.
- Tax powers—Make, execute, present, and modify any tax forms with respect to financial matters related to your Account (including, but not limited to, IRS Forms W-8 and W-9 and other certifications relating to your taxpayer ID number, backup withholding status, foreign status, and/or tax residency). Make any election available or as required under federal, state, local, or foreign tax law related to your Account or any accounts your Agent may open, to the extent permitted by the applicable taxing authority.
- On my behalf, to enter into further agreements with Schwab regarding my Account, and generally take all actions necessary in connection with the Account, or which are considered desirable by the Agent.

At its discretion, Schwab may, but is not obligated to, decline to accept certain updated account information from the Agent. If my Account has a Margin and Short Account feature approved by Schwab, Agent is authorized to trade on margin, to sell short, to borrow securities, to otherwise cause credit to be extended through the Account, and to secure the performance of obligations in the Account with Account Assets. If my Account is authorized for options trading, after an options trading application is completed by the Agent and approved by Schwab, Agent is authorized to place options orders. 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.

Notwithstanding the aforementioned, if this trading authorization applies to an IRA ("Retirement Account") for which Schwab or its affiliate and/or any successor acts as custodian, this authorization shall allow the Agent to provide trading instructions to Schwab. However, such instructions shall be limited to purchase, exchange and sell orders in any investment permitted pursuant to Schwab policy, and other incidental transactions subject to the limitations described herein.

And, for an IRA only, the authority in the same manner and to the same extent as any Account Holder:

- to direct distributions from the IRA (other than to the Agent) and to make any elections in connection therewith (including, without limitation, elections relating to tax withholding); and
- (if authorized) to execute any beneficiary designation for the IRA held for my benefit at Schwab in favor of any party including the Agent himself or herself. And, for Authorized Check User only, the Agent's authority will include, without limitation, the authority in the same manner and to the same extent as any Account Holder to write checks to any person or entity. I agree that until this Power of Attorney is revoked by written notice to Schwab and all checks delivered to the Agent are returned, Schwab may continue to honor all checks written against the Account by the Agent.



## Section 2. Account Holder's Terms and Conditions

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 Agent;
- Schwab will not give legal or tax advice;
- Agent and I 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 Agent 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 Agent;
- Agent is not affiliated with or controlled or employed by Schwab, and Schwab has not approved, recommended or endorsed Agent;
- Agent, and not Schwab, is solely responsible for determining if Agent is required to be registered as an Investment Advisor with a state agency or the Securities and Exchange Commission (SEC). Registration rules vary by state. I agree that it is Agent's responsibility, and not Schwab's, to check his/her state's applicable rules;
- Unless required by applicable law, Schwab has no duty to review, supervise or monitor any investment decision, trading activity or transaction by Agent in my Account; and
- Schwab reserves the right, in its sole discretion, to no longer honor instructions for Agent and will notify me if it chooses to do so.

In addition, I have investigated the business experience, qualifications and reputation of my Agent and am satisfied with the experience, qualifications and reputation of my Agent.

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 Agent, 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;
- Schwab's execution of Agent's instructions; and
- Schwab's execution of disbursement instructions received from Agent.

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 Agent with respect to my Account. I also agree that since Schwab will not review, supervise or monitor trading by the Agent 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 Agent 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; until I have revoked it by written notification; or until my Agent has resigned 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 4 shall be governed by the Federal Arbitration Act.

**Arbitration.** I agree to the arbitration provisions in Section 4, which also includes required arbitration disclosures.

## Section 3. Agent's Terms and Conditions

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

**Authorization to Make Transactions in the Customer's Account.** Agent 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. Agent agrees not to take any actions that exceed the authority under the Power of Attorney or any other agreement between the Agent 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 Agent 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); Agent will not rely on Schwab for this purpose and, unless (1) required by applicable law, or (2) a Schwab representative gives advice directly to Agent that is clearly identified as a Schwab recommendation for Agent 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 Agent.

**Agent's Relationship to Schwab.** Agent 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 Agent will not represent to Customer that Schwab and Agent are affiliated or have any relationship other than that described in this Agreement; that Schwab



endorses or recommends the Agent; that Schwab provides any advice other than that described in this Agreement; that Schwab participates in or reviews Agent's trading decisions; or that Schwab manages, supervises or monitors trading in the Account.

Any Agent 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.

**Compliance with Applicable Law.** Agent 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.

Agent further agrees that Agent, and not Schwab, is solely responsible for determining if Agent is required to be registered as an Investment Advisor with a state agency or the Securities and Exchange Commission (SEC).

Registration rules vary by state. Agent agrees to check his/her state's applicable rules.

**Compliance with FINRA Rules of Fair Practice.** Agent represents and warrants that, unless the Agent has given Schwab written notice to the contrary, Agent is not "associated" with a member of the Financial Industry Regulatory Authority, within the meaning of Article I(Q) of the FINRA bylaws. Agent agrees to give Schwab prompt and written notice if Agent later becomes so associated in accordance with FINRA's Conduct Rule 3050 (formerly Section 28 of the Rules of Fair Practice).

**Information.** Agent 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, Agent 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 Agent's management of Customer's accounts or compliance with applicable law. Agent represents and warrants that all information Agent provides to Schwab in this Agreement, or otherwise at any time, is true, accurate and complete. If any information Agent furnishes to Schwab becomes materially inaccurate, false, or otherwise misleading, Agent agrees to notify Schwab promptly and take such action as is necessary to revise such information.

**Verification.** Agent authorizes Schwab to inquire from any source, including a consumer reporting agency, as to Customer's identity (as required by federal law), creditworthiness and ongoing eligibility for the Account (and that of Customer's spouse, if Customer lives 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.** Agent agrees that Schwab may, but is not obligated to, record telephone calls to monitor the quality of service Agent or Customer receives, to verify securities transaction information or for any other valid purpose. Agent 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. Agent 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 Agent 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 Agent and the issuer or its underwriter have entered into an agreement restricting the transferability of such securities,

Agent 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.

Agent 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.

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

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

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

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

Schwab may amend the Agreement with advance notice to Agent.

**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 Agent, or to any other entity after 30 days' written notice to Agent. Agent 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 4 below shall be governed by the Federal Arbitration Act.

**Arbitration.** Agent agrees to the arbitration provisions in Section 4, which also includes required arbitration disclosures.



## Section 4. Account Holder and Agent 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 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.

