# *charles* schwab

Name (First)

www.schwab.co.uk U.K. Residents: 0845 600 3575 Swiss Residents: 0800 563821

## Important instructions for completing this form

The form you requested follows this page. You can either complete it on your computer and then print it out, or print it out first and fill it in by hand. Please complete the form in English.

#### Follow these easy steps to complete your form:

- 1. Scroll down and type the requested information in the corresponding field.
  - You can move among the fields by using your mouse or the "Tab" key.
  - If you'd like to clear all the fields you've completed, click the **CLEAR** button.
- 2. When you've completed the form, click the **PRINT** button.

Please note: Adobe<sup>®</sup> Reader<sup>®</sup> does not allow you to save your work. It's very important that you print out your form immediately after completing it.

3. When your form is complete, please review, sign and mail it to one of the following addresses:

**Standard mail:** International Operations Charles Schwab & Co., Inc. P.O. Box 2912 Phoenix, AZ 85062-2912 USA **Overnight delivery:** International Operations Charles Schwab & Co., Inc. 2423 E. Lincoln Drive Phoenix, AZ 85016-1215 USA

Be sure to enclose any accompanying materials with your form (such as a cheque for an initial deposit to open a new account). Should you have any questions or need help, just call us at either of the numbers above.

Approved by Charles Schwab, U.K., Limited, authorised and regulated by the Financial Conduct Authority and entered on the FS Register under Registration Number 225116. Registered in England and Wales No. 4709153. Registered office: 78–84 Colmore Row, Birmingham B32AB. Designated a foreign branch office of Charles Schwab & Co., Inc. (Member SIPC).

### Schwab One International<sup>®</sup> Corporate Account Instructions

Do not use this form for corporations domiciled outside the U.K. or Switzerland. Please contact Schwab for the correct application form.

Pooled Investment Vehicles are not eligible for the Schwab One International Corporate Account. A Pooled Investment Vehicle is a privately offered investment vehicle that pools assets of multiple clients/investors to engage in investment activities.

#### Please read the following instructions. Instructions: Corporate and Personal Investment Company Accounts

## In order to open a Schwab One International Corporate Account, you must thoroughly complete this application and provide all of the requested forms and documents below:

Process By

Schwab Int'l Operations Only

#### Forms

- Schwab One International Corporate Account Application: All Directors and Officers authorised to act for the account must complete and sign this application.
- Substitute Form W-8BEN: There are four versions of Form W-8BEN. Please carefully read the instructions for Form W-8BEN to ensure that this is the appropriate version for you. If you require another version of Form W-8BEN, please contact Schwab or visit the Internal Revenue Service (IRS) website (www.irs.gov) to download the appropriate form. This form must be completed where the account holder is a nonresident alien individual, a foreign entity or an exempt foreign person of the U.S.

#### **Proof of Identity of the Corporation**

□ Your corporation's Memorandum and Articles of Association.

- Certificate of Incorporation: Please provide a certificate for each change to the company name.
- □ Original or copy of a bank or financial statement (not more than six months old) in the name of the corporation (not required for personal investment companies that are non-operating entities if they have no corporate bank account and an individual bank statement for each beneficial owner).

Confirmation of your company address by providing a copy of a utility bill for proof of residency.

#### Proof of Identity of Relevant Individuals (Passport must match the identity of relevant individuals.)

- Passports: Please provide a clear photocopy of the inside pages of the current passport(s), including photo, signature and personal information, for each person who:
  - (a) controls the corporation (directors and executive officers),
  - (b) controls the account (authorised agents),
  - (c) is a beneficial owner if the corporation is not publicly traded; or, if it is publicly traded, each shareholder/member holding 10% or more interest in the corporation.

Note: The name as it appears on the passport must match the authorized agent's name on the account.

Original or copy of a bank statement (not more than six months old) and an original or copy of a utility bill (not more than six months old) for each beneficial owner and/or shareholder if the corporation is not publicly traded, or if it is publicly traded, for each shareholder holding 10% or more interest in the corporation.

Please note that the bank (or other financial institution) statement and utility bill must show a street address identical to the address you enter on your account application and your Substitute Form W-8BEN. (A post office box is not acceptable.)

#### Other Documents Which May Be Required Include:

- Confirmation of share issuance/ownership: If details in the Memorandum and Articles of Association or Certificate of Incorporation do not match details on the application form, we will require proof or updates from other sources (e.g., return to Companies House, Certificate of Incorporation Change of Name).
- Proof of dual office holding (if applicable): If one individual signs as the corporation's President and Secretary and there is more than one officer, proof must be presented to evidence the authority of the dual officeholder.
- Authorization to Purchase Offshore Investment Shares Form: This form is required if you elect to invest in offshore funds, including non-U.S.registered sweep funds.
- Transfer Your Account form: This form can be used to fund this account by transferring assets from another brokerage firm, and will be provided separately.
- Corporate Account Application Addendum: This form is used to include additional individuals and entities that are not stated in the Account Application form.

Important note: In order to expedite the opening of your account, please call 0800-328-4156 (U.K. residents) or 0800-563-821 (Swiss residents) to confirm the completeness of your paperwork and related documentation before mailing any account application materials to Schwab.

Submit your completed forms and all required documents to Schwab International Operations, P.O. Box 2912, Phoenix, AZ 85062-2912, USA, or send overnight delivery to Schwab International Operations, 2423 E. Lincoln Drive, Phoenix, AZ 85016-1215, USA.



www.schwab.co.uk U.K. residents: 0800 328 4156 Swiss residents: 0800 563821

## Schwab One International<sup>®</sup> Corporate Account Application

Process By Schwab Int'l Operations Only

# *charles* schwab

www.schwab.co.uk U.K. residents: 0800 328 4156 Swiss residents: 0800 563821

Page 1 of 11

- Do not use this form for corporations domiciled outside the U.K. or Switzerland. Please contact Schwab for the correct application form.
- $\cdot$  A minimum deposit of US\$100,000 is required to open an account.

• Pooled Investment Vehicles are not eligible for the Schwab One International Corporate Account. A Pooled Investment Vehicle is a privately offered investment vehicle that pools assets of multiple clients/investors to engage in investment activities.

Complete all sections below. We respect your privacy. Schwab will use the information you provide to open and service your accounts, communicate with you, and provide information about products and services. Read about Schwab's privacy policy at www.schwab.co.uk. As required by U.S. federal law, Schwab will use the information provided below to verify the identity of the organisation.

#### Submit your completed forms and all required documents to Schwab International Operations, P.O. Box 2912, Phoenix, AZ 85062-2912, USA.

#### **1A. Information About Your Corporation**

#### Legal Name and Principal Place of Business

Company's Legal Name		Contact Name				
Jurisdiction of Incorporation	U.S. Tax ID Number (if applicable)	Mailing Address				
Corporate Registration Number	Check if jurisdiction does not have a corporate registration number.	Mailing Address				
Contact Name		City/County	State/Province			
Business Telephone Number (Country Code) (City/Area Code) (Number)		Country	Postal or Zip Code			
Fax Number (Country Code) (City/Area Code) (Number)		Company's scope of business: (Sele	ect one.)			
Legal (Physical) Address (no P.O. boxes)		Commercial/operating business     Line of business: Financial institution				
Legal (Physical) Address (no P.O. boxes)		Bank Securities firm				
City/County	State/Province	<ul> <li>Insurance company</li> <li>Mutual fund/hedge fund</li> </ul>				
Country	Postal or Zip Code	Money exchange house Other financial institution Line of business:				
Email Address* (Required to access your accour	I through the web.)	Personal investment company     Other     Indicate type:				
* By providing your email address, you Schwab. Information about opting ou is provided at www.schwab.co.uk.		Shares in the corporation are: (Sele				

□ In bearer-share form

Approved by Charles Schwab, U.K., Limited, authorised and regulated by the Financial Conduct Authority and entered on the FS Register under Registration Number 225116. Registered in England and Wales No. 4709153. Registered office: 78–84 Colmore Row, Birmingham B3 2AB. Designated a foreign branch office of Charles Schwab & Co., Inc. (member FINRA/SIPC).

FOR CHARLES SCHWAB USE ONLY:													
Branch Office and Account Number													



Mailing Address (if different from legal address)

#### 1B. Information About the Corporation's Authorised Agent(s)

As required by U.S. federal law, Schwab will use the information provided below to verify the identity(ies) of each authorised agent for the account.

Postal or Zip Code

Country of Legal (Physical) Residence

U.K. Other:

(Country Code) (City/Area Code) (Number)

(Country Code) (City/Area Code) (Number)

Are you known by another name? Specify:

Date of Birth (mm/dd/yyyy)

Expiration Date (mm/dd/yyyy)

Business Telephone Number

Fax Telephone Number

#### **Authorised Agent**

Last Name(s)/Surname(s)

U.K. Other:\_

Home Telephone Number

Cellular Telephone Number

Passport Number

City

Home Street Address (no P.O. boxes)

Country(ies) of Citizenship (Must list all.)

(Country Code) (City/Area Code) (Number)

(Country Code) (City/Area Code) (Number)

U.S. Social Security/Tax ID No. (if applicable)

Mother's Maiden Name (for security and

client identification purposes)

State or Province

Other:

Mailing Address (if different from above; P.O. boxes may be used)

Email Address\* (Required to access your account through the web.)

Place of Issuance

The name on the title of the account must match the passport provided. 🗌 Mr. 🗌 Mrs. 🗌 Ms. 🗌 Miss 🗌 Dr. Middle Name First Name/Given Name

Country

#### **Additional Authorised Agent**

		-			
The nar	me on the	title of the	account r	nust match the	passport provided.
🗆 Mr.	Mrs.	🗌 Ms.	Miss	🗌 Dr.	
First Nar	me/Given Nan	ne	Ν	/liddle Name	
Last Nar	ne(s)/Surnam	0(c)			
Lastinai	ne(s)/ Suman	e(s)			
Home St	treet Address	(no P.O. boxes	)		
City		State or P	rovince	Country	Postal or Zip Code
Country(	ies) of Citizen	ship (Must list	. all )	Country of Le	gal (Physical) Residence
			'		Other:
				(es may be used)	

Home Telephone Number	Business Telephone Number
(Country Code) (City/Area Code) (Number)	(Country Code) (City/Area Code) (Number)
Cellular Telephone Number	Fax Telephone Number
(Country Code) (City/Area Code) (Number)	(Country Code) (City/Area Code) (Number)

Email Address\* (Required to access your account through the web.)

U.S. Social Security/Tax ID No	. (if applicable)		Date of Birth (mm/dd/yyyy)
Passport Number	Place of Issuar	nce	Expiration Date (mm/dd/yyyy)
Mother's Maiden Name (for se client identification purposes)	curity and	Are you known	by another name? Specify:

#### ourities industry regulations require that we collect the following infor

Securities industry regulations require that we colle	ct the following information:	Securities	s industry regula	tions require t	hat we collect	t the following information:	
Tick only one:	Not employed	Tick only one:					
Employer							
Occupation/Position Industry of E	nployment	Occupatio	n/Position		Industry of Em	ployment	
Business Street Address		Business	Street Address				
City State or Province Count	ry Postal or Zip Code	City	Sta	te or Province	Country	Postal or Zip Code	
Are you affiliated with or employed by a stock exchange or m FINRA, or a municipal securities broker-dealer?	ember firm of an exchange or		filiated with or empl a municipal securiti			nber firm of an exchange or	
No Yes (If "yes," you must attach a letter from y establishment of your account when sub		□ No				ur employer approving the hitting this application.)	
Are you a director, 10% shareholder or policy-making officer	of a publicly held company?	Are you a director, 10% shareholder or policy-making officer of a publicly held company?					
No Yes (If "yes," enter company name		No Yes (If "yes," enter company name					
and trading symbol)			and tradi	ng symbol	)		
Marital Status	Number of Dependents	Marital St	atus			Number of Dependents	
Single Married Divorced		Single	Married	Divorced			

\*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.co.uk.



<b>1B</b> .	Information	About the	<b>Corporation's</b>	<b>Authorised Ag</b>	ent(s)	(Continued)
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#### **Additional Authorised Agent**

Occupation/Position

City

Business Street Address

State or Province

The name on the title of the account must match the passport provided.

#### **Additional Authorised Agent**

Mr. Mrs.	Ms. Miss	s 🗌 Dr.			🗌 Mr.	🗌 Mrs.	🗌 Ms.
First Name/Given Name		Middle Name			First Nar	me/Given Nar	ne
Last Name(s)/Surname(s)	)				Last Nar	ne(s)/Surnam	ie(s)
Home Street Address (no	P.O. boxes)				Home St	reet Address	(no P.O. bo
City	State or Province	Countr	y P	ostal or Zip Code	City		State
Country(ies) of Citizenship	Other:	🗆 U.	K. Other:	sical) Residence	□υ.к.	ies) of Citizen	
Home Telephone Number (Country Code) (City/Area			phone Number e) (City/Area Co			lephone Num Code) (City/A	
Cellular Telephone Numbe (Country Code) (City/Area		Fax Telephone (Country Code	e Number e) (City/Area Co	de) (Number)		Telephone Nu Code) (City/A	
Email Address* (Required	to access your acco	unt through the	e web.)		Email Ad	Idress* (Requ	ired to acc
U.S. Social Security/Tax II	D No. (if applicable)		Date of Birth	(mm/dd/yyyy)	U.S. Soc	ial Security/T	ax ID No.
Passport Number	Place of Issua	nce	Expiration Da	ate (mm/dd/yyyy)	Passport	t Number	
Mother's Maiden Name (fo client identification purpos		Are you knowr	l n by another na	me? Specify:		Maiden Namentification pu	
Securities industry reg	ulations require t	hat we collec	ct the followi	ng information:	Securitie	es industry	regulatio
Tick only one:	nployed 🗌 Retired	Student	Not employ	ed	Tick only		lf-employe
Employer					Employe	r	

Industry of Employment

Country

Home Street A	ddress (no P.O.	boxes)					
City	Stat	e or Province		Country		Postal	or Zip Coo
□и.к. □о	Citizenship (Mu ther: s (if different fro	0ther:		🗌 U.H	k. □Oth		) Residenc
maning naures		5111 doore, 1.0.1	50x65 mb	iy be us	cu)		
Home Telephor (Country Code)	ne Number (City/Area Code	e) (Number)			hone Nun (City/Area		Number)
Cellular Teleph (Country Code)	one Number (City/Area Code	e) (Number)			Number (City/Area	a Code) (I	Number)
Email Address*	* (Required to a	_		ign the		Birth (mm	/dd/yyyy)
	curity/Tax ID No	_		Jgn the	Date of E		/dd/yyyy) nm/dd/yyy
U.S. Social Sec Passport Numb	curity/Tax ID No per en Name (for se	. (if applicable) Place of Issua	nce		Date of E	n Date (n	nm/dd/yyy
U.S. Social Sec Passport Numb Mother's Maidd client identifica	curity/Tax ID No per en Name (for se	(if applicable) Place of Issua curity and	nce Are you	l known	Date of E Expiratio	n Date (n r name?	nm/dd/yyy Specify:
U.S. Social Sec Passport Numt Mother's Maidd client identifica Securities inc Tick only one:	curity/Tax ID No per en Name (for se tion purposes)	. (if applicable) Place of Issua curity and ions require	Are you	I known	Date of E Expiratio by anothe	n Date (n r name? owing ir	nm/dd/yyy Specify:
U.S. Social Sec Passport Numb Mother's Maid client identifica Securities inc Tick only one:	en Name (for se tion purposes)	. (if applicable) Place of Issua curity and ions require	Are you	I known	Date of E Expiratio by anothe	n Date (n r name? owing ir	nm/dd/yyy Specify:
U.S. Social Sec Passport Numt Mother's Maidd client identifica Securities inc Tick only one:	curity/Tax ID No ber en Name (for se tion purposes) dustry regulat	. (if applicable) Place of Issua curity and ions require	Are you	collec	Date of E Expiratio by anothe	n Date (n r name? owing ir	nm/dd/yyy Specify:
U.S. Social Sec Passport Numt Mother's Maide client identifica Securities inc Tick only one: Employed Employer	curity/Tax ID No ber en Name (for se tion purposes) dustry regulat Self-employ	. (if applicable) Place of Issua curity and ions require	Are you	collec	Date of E Expiratio by anothe t the follo	n Date (n r name? owing ir	nm/dd/yyy Specify:

The name on the title of the account must match the passport provided. Miss

🗌 Dr.

Middle Name

Are you affiliated with or employed by a stock exchange or member firm of an exchange or FINRA, or a municipal securities broker-dealer?			Are you affiliated with or employed by a stock exchange or me FINRA, or a municipal securities broker-dealer?	ember firm of an exchange o
No Yes (If "yes," you must attach a letter from your employer approving the establishment of your account when submitting this application.)			No Yes (If "yes," you must attach a letter from yu establishment of your account when sub	
Are you a director, 10% shareholder or policy-making officer of	f a publicly held company?		Are you a director, 10% shareholder or policy-making officer of	of a publicly held company?
□ No □ Yes (If "yes," enter company name			No Yes (If "yes," enter company name	
and trading symbol)			and trading symbol)	
Marital Status	Number of Dependents		Marital Status	Number of Dependents
Single Married Divorced			Single Married Divorced	

Postal or Zip Code

\*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.co.uk.



#### **1C.** Directors, Executive Officers and Beneficial Owners

Provide the following information for each director, executive officer and beneficial owner (shareholder) of the corporation. (Each beneficial owner/ shareholder cannot be a U.S. citizen or U.S. resident.) If the corporation is not publicly traded, please provide the following information for each beneficial owner who is not otherwise named on this application form as a director or officer. If the corporation is publicly traded, provide this information only for beneficial owners holding 10% or more interest in the entity.

If there are more directors, executive officers or beneficial owners than fit in the boxes below **or** if a corporation or other entity is itself a director, executive officer or beneficial owner of the corporation opening the account, please use the "Account Application Addendum" attached to this application.

#### Director

The name on the title of the account must match the passport provided.

First Name/Given Name	Middle	Name	
Last Name(s)/Surname(s)			
Home Street Address (no P.O.	boxes)		
City Stat	e or Province	Country	Postal or Zip Code
Country(ies) of Citizenship (Mu	ist list all.)	Countr	y of Legal (Physical) Residence
U.K. Other:	0ther:	U.V	<.   Other:
U.S. Social Security/Tax ID No	. (if applicable)		
Passport Number	Place of Issuance		Expiration Date (mm/dd/yyyy)
Are you affiliated with or emplo FINRA, or a municipal securitie		e or mei	mber firm of an exchange or
	ou must attach a letter nent of your account wh		ur employer approving the hitting this application.)
Are you a director, 10% shareh	older or policy-making o	officer of	a publicly held company?
□ No □ Yes (If "yes," e	enter company name		
and tradin	g symbol		

#### **Executive Officer**

The name on the title of the account must match the passport provided.

First Name/Given Name	Middle	Name	
Last Name(s)/Surname(s)			
Home Street Address (no P.O.	boxes)		
City Stat	e or Province	Country	Postal or Zip Code
Country(ies) of Citizenship (Mu			y of Legal (Physical) Residence K.
U.S. Social Security/Tax ID No	. (if applicable)		
Passport Number	Place of Issuance		Expiration Date (mm/dd/yyyy)
	s broker-dealer?	from you	ir employer approving the
	older or policy-making o		a publicly held company?

#### Director

The name on the title of the account must match the passport provided.

First Name/Given Name	Middle	Name								
Last Name(s)/Surname(s)										
Home Street Address (no P.O.	boxes)									
City Stat	e or Province	Country	Postal or Zip Code							
Country(ies) of Citizenship (Mu	ist list all.)	Countr	y of Legal (Physical) Residence							
U.K. Other:	Other:	П U.P	(. Other:							
U.S. Social Security/Tax ID No. (if applicable)										
Passport Number	Place of Issuance		Expiration Date (mm/dd/yyyy)							
Are you affiliated with or emplo FINRA, or a municipal securitie		e or mer	nber firm of an exchange or							
	ou must attach a letter nent of your account wh		r employer approving the itting this application.)							
Are you a director, 10% shareh	older or policy-making o	fficer of	a publicly held company?							
No Yes (If "yes," e	nter company name									
and tradin	g symbol	)								

#### **Executive Officer**

The name on the title of the account must match the passport provided.

First Name/Given Name	Middle	Name									
Last Name(s)/Surname(s)											
Home Street Address (no P.O. boxes)											
City Stat	e or Province	Country	Postal or Zip Code								
Country(ies) of Citizenship (Mu	ist list all.)	Country	of Legal (Physical) Residence								
U.K. Other:Other:Other:											
U.S. Social Security/Tax ID No	. (if applicable)										
Passport Number	Place of Issuance		Expiration Date (mm/dd/yyyy)								
Are you affiliated with or emplo FINRA, or a municipal securitie		e or men	ber firm of an exchange or								
	ou must attach a letter nent of your account wh		r employer approving the itting this application.)								
Are you a director, 10% shareh	older or policy-making o	fficer of	a publicly held company?								
□ No □ Yes (If "yes," e	nter company name										
and tradin	g symbol	)									

FOR CHARLES SCH	FOR CHARLES SCHWAB USE ONLY:												
Branch Office and Account Number			_					—					



#### 1C. Directors, Executive Officers and Beneficial Owners (Continued)

#### Shareholder/Beneficial Owner

The name on the title of the account must match the passport provided.

#### Shareholder/Beneficial Owner

The name on the title of the account must match the passport provided.

First Name/Given Name	Mide	lle Name		First Name/Given Na	ame	Middle Name	
Last Name(s)/Surname(s)				Last Name(s)/Surna	me(s)		
Home Street Address (no	P.O. boxes)			Home Street Addres	s (no P.O. boxes)		
City	State or Province	Country	Postal or Zip Code	City	State or Province	Country	Postal or Zip Code
Country(ies) of Citizenship			egal (Physical) Residence Other:	Country(ies) of Citize	enship (Must list all.)	-	of Legal (Physical) Residence
U.S. Social Security/Tax II					/Tax ID No. (if applicable)		<u> </u>
Passport Number	Place of Issuance	Expir	ation Date (mm/dd/yyyy)	Passport Number	Place of Issuar	nce	Expiration Date (mm/dd/yyyy
				L	l		

#### 2. Your Corporation's Investment Profile

Please furnish the following information about your corporation and its agents.

Overall Investment	Agen Inves	ts' tment	Exper	ience	e:	Agent Invest		Know	ledge	:	Annual Income of Corporation:	Corporation's Liquid Net Worth:	Corporation's Total Net Worth:		
Objective of Account:	Agent 1	Agent 2	Agent 3	Agent 4	t	Agent 1	Agent 2	Agent 3	Agent 4		(last year in U.S. dollars) □ Under \$25.000	(cash and securities, in U.S. dollars)	(in U.S. dollars) □ Under \$25.000		
<ul> <li>Capital</li> <li>Preservation</li> <li>Income</li> <li>Growth</li> <li>Speculation</li> </ul>					None Limited Good Extensive					None Limited Good Extensive	□ \$25,000-\$49,999 □ \$50,000-\$99,999 □ \$100,000-\$249,999 □ 0ver \$250,000	□ Under \$25,000 □ \$25,000-\$49,999 □ \$50,000-\$99,999 □ \$100,000-\$249,999 □ \$250,000 or More Specify:	□ \$25,000-\$49,999 □ \$50,000-\$49,999 □ \$50,000-\$99,999 □ \$100,000-\$249,999 □ \$250,000 or More Specify:		

#### 3. Additional Regulatory Questions (Required)

A. Is any executive officer, director, beneficial owner of or authorised agent for the corporation (or a corporation on the Addendum) a current or former senior official in the executive, legislative, administrative, military or judicial branch of a non-U.S. government or political party; or an executive officer of an enterprise owned by a non-U.S. government? Please answer "yes" also if any executive officer, director, beneficial owner of or authorised agent for the corporation is an immediate family member (sibling, parent, spouse, child, in-law), maintains a close personal or professional relationship, or is otherwise closely associated with such an individual.

🗌 Yes 🗌 No

If yes, identify the individual and describe:

B. Please describe how you accumulated the funds that you intend to inv	nvest at Schwab:
---	------------------

Capital	Corporate income	□ Sale of property	
Describe:			
Other (describe	e):		

#### 4. Select Your Account Features

#### **Margin Trading**

To trade on margin, you borrow from Schwab using all your Schwab assets as security for your loan. Margin transactions are riskier than cash purchases. It is your responsibility to carefully consider your circumstances and market conditions before trading on margin. Read the Margin Borrowing at Schwab Overview and Disclosure Statement and the Account Agreement for more information on your obligations and risks.

Margin trading features are **not automatically included**. To add margin features, please tick the box below and authorise a margin account in Article 8 of the Certification of Organisation Resolutions (page 9). Please note that a minimum balance of US\$100,000 in cash and/or stock is required before margin trading can be authorised.

Add margin trading (subject to approval).

#### Cheques (optional)

Please sign the signature card on page 8. Upon receipt of your starter cheques, you will have the opportunity to order additional customised cheques.



#### 5. Schwab One International® Account Information

You may have the Free Credit Balances as defined in the Schwab One<sup>®</sup> Account Agreement ("Account Agreement") in your Schwab One International Account ("Account") earn taxable interest or be invested in a sweep fund ("Fund"). A Fund may be managed by a manager outside the Schwab group. If no Fund is available in your jurisdiction or if no box is ticked, you will earn Schwab One interest, which is taxable.

Sweep Fund Feature (Submit a completed Authorisation to Purchase Offshore Investment Shares form if this feature is ticked.)

If available in my (our) jurisdiction, I (we) elect to have the Free Credit Balances in my (our) Account automatically invested (i.e., swept) into shares of a short-term liquidity fund. My (our) Free Credit Balances will be placed into a Fund as my (our) Primary Fund (as defined in the Money Fund Sweep Feature section of the Account Agreement) depending upon my (our) jurisdiction. I (we) understand that the terms and conditions, including those regarding automatic investment and redemption, of the Money Fund Sweep Feature section of the Account Agreement apply to the Fund, and I (we) agree to be bound by them.

Funds may not be purchased or held by U.S. citizens, U.S. residents or U.S. persons, Irish residents or Swiss residents, and are not available in all countries. Distributions to investors who are not U.S. residents or citizens may not be subject to U.S. withholding tax, provided the account holder(s) has (have) provided documentation of status required by the U.S. Internal Revenue Service.

#### Schwab One Interest (Taxable Interest Feature)

I (we) elect to earn taxable interest on the Free Credit Balances in my (our) Account. The yields of sweep funds are generally higher than those offered under Schwab One interest.

#### 6. Fund Your Account (A minimum deposit of US\$100,000 is required.)

Wired funds

Transfer of Account to Schwab form (enclosed)

Security Certificates enclosed. To avoid delays, please endorse certificates exactly as they are registered on the front.

Please see the most current Charles Schwab Pricing Guide, including any amendments to the Guide, for more details on fees.

#### 7. Authorisation to Open an Account

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

## U.K. Supplement to Account Application with Charles Schwab & Co., Inc.

**1. Regulatory Status.** Charles Schwab, U.K., Limited is authorised and regulated by the Financial Conduct Authority, 25 North Colonnade, Canary Wharf, London E14 5HS, and is entered on the FS Register under Registration Number 225116. Registered office: 78–84 Colmore Row, Birmingham B3 2AB. Head office: 10 King William Street, London EC4N 7TW. Registered in England and Wales No. 4709153.

Charles Schwab, U.K., Limited is designated under U.S. regulations as a foreign branch office of Charles Schwab & Co., Inc. Head office: 211 Main Street, San Francisco, CA 94105, USA. In opening this U.S. dollar brokerage account, you understand that Charles Schwab, U.K., Limited ("CSUK") is acting in an introductory capacity only and that you are opening an account directly with Charles Schwab & Co., Inc. ("CS&Co."), a United States broker-dealer. (CSUK may provide certain services for your account at CS&Co. on behalf of CS&Co.) CSUK categorises all clients as "Retail

Clients."

You understand that CS&Co. is not authorised to carry on designated investment business in

establishing, maintaining, engaging in transactions in and transferring assets out of this Account. Unless you have declined the margin feature, you acknowledge that securities securing loans from Schwab may be lent to Schwab and lent by Schwab to others. You also acknowledge that if you trade "on margin," you are borrowing money from Schwab and that you understand the requirements and risks associated with margin borrowing as summarised in the Margin Borrowing at Schwab Overview and Disclosure Statement included with this Application. You also certify that this account is not a Pooled

the U.K. but is regulated under U.S. securities law. This means that all or most of the protections provided to retail clients by the U.K. regulatory system do not apply, but U.S. protections do. Although there is no compensation under the U.K. Financial Services Compensation Scheme, there is coverage under the U.S. scheme, the Securities Investor Protection Corporation ("SIPC"). To obtain information about SIPC, including an explanatory SIPC brochure, please contact SIPC at www.sipc.org or 1-202-371-8300.

**2. Language Used.** You may communicate with us in English. All documents and other information you may receive from CS&Co. or CSUK will be in English.

**3. Our Products and Services.** You understand that CSUK does not make personal investment recommendations. The information contained in CSUK's promotional materials and on the website is provided solely to enable clients to make their own investment decisions and should not be treated as a solicitation or recommendation to buy, sell or otherwise deal with any particular investment.

Products and services are designed for U.K. and Swiss residents. Swiss investors should note that CSUK/CS&Co. can only offer or

Investment Vehicle. A Pooled Investment Vehicle is a privately offered investment vehicle that pools assets of multiple clients/ investors to engage in investment activities. For purposes of this Account Application and the attached Application Agreement, the terms "you," "your" and "Account Holder" refer to each person who signs this Account Application, as well as the corporation. The terms "we," "us," "our," and "Schwab" refer to Charles Schwab & Co., Inc.

You agree to notify Schwab promptly regarding any change in the information provided on this application.

distribute units or shares of unit trusts, funds or investment companies which qualify as "foreign investment funds" under Swiss law, and if they can be registered with the Swiss Federal Banking Commission, unless the offer or distribution is exclusively addressed to Swiss institutional investors without any public offering.

Offshore funds licensed in the U.K. are available only to U.K. residents who are non-U.S. persons, and are not available to Swiss residents.

For more details on CSUK/CS&Co. products and services, including account charges, commissions and order handling and execution venues, please refer also to the Schwab One Account Agreement and the *Charles Schwab Pricing Guide*.

**4. Personal Information.** You understand that personal information about yourself/ yourselves and your account will be processed outside the European Economic Area by CS&Co. You agree to refer to the Schwab Privacy Pledge booklet, which describes how CSUK/CS&Co. will handle your personal data and how your personal information will be used by CS&Co. for the marketing of products and services.



#### 7. Authorisation to Open an Account (Continued)

**5. Unsolicited Calls.** CS&Co. will telephone you at a reasonable time when required for account management purposes. CSUK/CS&Co. reserves the right at its sole discretion to record by any means, and maintain a record of, all or part of any telephone conversation that CSUK/CS&Co. may have with you.

6. Methods of Communication. You can contact Schwab either by phone, email, or in person—please see www.schwab.co.uk for details.

You can place trading orders on the secure website or by telephone toll-free on 00800 0826 5001 if calling from the U.K., or on 0800 563 711 if calling from Switzerland. Please refer to the *Charles Schwab Pricing Guide* for the difference in transaction costs between those two channels.

7. Margin Trading If Added by U.K. Resident. Margin trading carries certain risks—please refer to the Margin Borrowing at Schwab Overview and Disclosure Statement. It is acknowledged, without creating any obligation, that, if requested, the credit extended under your margin trading feature is likely at some time to exceed US\$50,000. You acknowledge that there is in principle no maximum limit to the amount of credit that may be advanced to you, subject to U.S. market regulations, the margin maintenance requirements and CS&Co.'s house policies.

8. Appropriateness Warning. In providing you with a Schwab One International® U.S. Dollar Brokerage Account for those transactions where you make the investment decisions in relation to non-complex instruments (e.g., U.S. shares and bonds traded on regulated U.S. markets, units in regulated collective investment schemes), CSUK and CS&Co. are not required to assess the suitability of the instrument and, as a result, you will not benefit from the protection of the FCA rules on assessing suitability. Therefore, we will not assess whether:

- (i) The relevant product or service meets your investment objective;
- (ii) You would be financially able to bear the risk of any loss the service may cause; or,
- (iii) You have the necessary knowledge and experience to understand the risks involved.

However, if you wish to trade in complex instruments within your Schwab One International Account (e.g., options and warrants), you must notify CSUK/CS&Co. For options trading, you will be provided with a CS&Co. Options, Margin and Short Account Trading Application and associated Terms and Conditions, as well as the Characteristics and Risks of Standardised Options booklet, which you must read carefully, then complete the application in full and return. Your application will be assessed in line with U.S. regulation by CS&Co., and you will only be granted access to trading upon review and approval. For warrants, you should have knowledge of these instruments and the risks involved. If you need any information, you should contact CS&Co. prior to trading warrants.

**9. Aggregation of Orders.** You understand that CS&Co. may aggregate your orders with their own orders and/or the orders of any affiliates and/or the orders of other customers. On some occasions, this may result in obtaining a less favourable price than if your order had been executed separately.

**10. Risks Relevant to a U.S. Brokerage Account.** You understand that the following risks are the main (but not the only) risks associated with your U.S. brokerage account with CS&Co.

- The price and value of investments and their income fluctuates: Investors may receive less than the amount invested. Past performance of a security or other investment is no indication of future results.
- This account is denominated in U.S. dollars; therefore, changes in the rates of exchange between currencies may cause the value of investments to go down or up.
- Where an investment is described as likely to yield income, or as being suitable for an investor who wants an income from his/her investments, it should be kept in mind that income from investments may fluctuate and part of the capital may be used to pay that income.
- There is an extra risk of losing money when shares are bought in some smaller companies, including shares with prices under \$1.00 (so-called "penny stocks"). There is often a significant difference between the

buying price and the selling price of these shares. If they have to be sold immediately, less may be received than the amount that was paid for them. The price may change quickly, and it may go down as well as up.

- The rules on taxation can change. The value of any tax benefits will depend on individual tax positions. Consult a tax advisor in order to understand the impact of investment decisions on tax positions.
- Investment types and/or services mentioned in CSUK/CS&Co. promotional materials and websites may not be suitable for all investors. If advice is required, consult an independent financial advisor.

**11. Conflicts of Interest.** CSUK and CS&Co. are committed to the highest standards of ethical conduct and follow the Schwab Corporation's Code of Business Conduct and Ethics to avoid and manage conflicts of interest.

12. Redress. You understand that if you have a complaint about CSUK, you should contact the Compliance Officer, Charles Schwab, U.K., Limited, 10 King William Street, London EC4N 7TW. The Officer will advise if the complaint may be subsequently eligible to be referred to the Financial Ombudsman Service, and will provide a copy of the Internal Complaint Handling Procedure, if applicable, upon request. If you have a complaint about Charles Schwab & Co., Inc., you should contact the Client Advocacy Team, Charles Schwab & Co., Inc., 211 Main Street, San Francisco, CA 94105, USA. Please also see the Arbitration Agreement in Section 15 of the attached Application Agreement.

**13.** Absence of Right to Cancel. Although you have a right to close this Account at any time in the future, you do not have a right to cancel transactions entered into where the price depends on fluctuations in the financial market outside CSUK/CS&Co.'s control, which may occur during the cancellation period.



#### THE CERTIFICATION IN THE BOX BELOW DOES NOT APPLY TO ANYONE WHO HAS SUBMITTED AN IRS W-8BEN FORM.

You certify under penalty of perjury that (1) the number shown on this Application is your correct taxpayer number; and (2) you are not subject to back-up withholding because (a) you are exempt from back-up withholding, or (b) you have not been notified by the Internal Revenue Service (IRS) that you are subject to back-up withholding as a result of a failure to report all interest and dividends, or (c) the IRS has notified you that you are no longer subject to back-up withholding; and (3) you are a U.S. person (including a U.S. resident alien). (You understand that if you have been notified by the IRS that you are subject to back-up withholding as a result of dividend or interest underreporting and you have not received a notice from the IRS advising you that back-up withholding is terminated, you must strike or cross out the information contained in item 2 above.) The IRS does not require your consent to any provision of this document other than the certification required to avoid back-up withholding.

The Agreement with Schwab includes a predispute arbitration clause. You acknowledge receipt of the predispute arbitration clause contained in Sections 14 and 15, page 2, of the attached Application Agreement.

PLEASE SIGN BELOW IN BLUE OR BLACK INK ONLY. Your signature below will also serve as a signature card.

Signature(s) and Date(s) Required												
X Authorised Agent Signature	Date (mm/dd/yyyy)	X Additional Authorised Agent Signature	Date (mm/dd/yyyy)									
X Additional Authorised Agent Signature	Date (mm/dd/yyyy)	X Additional Authorised Agent Signature	Date (mm/dd/yyyy)									

FOR CHARLES SCH	FOR CHARLES SCHWAB USE ONLY:																						
Branch Office and Account Number								—					DDA Number										
Customer ID Numbe	r									Sou	Source Code												
Approved By						Print	Print Name of Approver									1	Date						



#### **1.** Authorisation to Open Account

To: Charles Schwab & Co., Inc.

l,	, the	of
Print Name	Title: Head of Organisation	
		, an organisation organised under
Name of Organisation		
the laws of		, pursuant to the resolutions shown
in the following, certified by the Secretary (or person performing si	imilar functions), authorise you to	open an account in the name of the organisation;
and the undersigned also encloses your Schwab One International	al® Corporate Account Application	executed on behalf of the organisation. This
authorisation shall continue in full force until revoked by the organ	nisation by a written notice deliver	ed to Schwab.

Signature and Date Required			
X Head of Organisation Signature	Ρ	rint Name	Date (mm/dd/yyyy)

#### 2. Certification of Organisation Resolutions

, Secretary of the above organisation, or person filling a similar position, hereby

I, \_\_\_\_\_ Print Name certify that the following resolutions were adopted by the Board of Directors (or, if no board of directors, board of managers or similar governing body exists, the person[s] duly authorised by the charter documents of the organisation) and that no action has been taken to rescind or amend the resolutions and that the same are now in full force and effect.

I further certify that the organisation is duly organised and existing and has the power to take the action called for by the resolutions shown in the following.

Print Name

#### Signature and Date Required

Х Secretary of Organisation Signature

#### Resolutions adopted by the Board of Directors authorising the establishment and maintenance of brokerage account:

1. That the duly elected officers of the organisation be authorised and empowered to establish and maintain one or more accounts with Charles Schwab & Co., Inc. ("Schwab") for the purpose of purchasing, investing in or otherwise acquiring, selling, possessing, transferring, exchanging, endorsing, assigning or otherwise disposing of, or turning to account of or realising upon, and generally dealing in and with any forms of securities including (but not by way of limitation) shares, stocks, bonds, debentures, notes, scrips, participation certificates, rights to subscribe, option warrants, stock purchase warrants, futures, certificates of deposit, mortgages, choses in action, evidences of indebtedness, commercial paper, certificates of indebtedness and certificates of interest of any and every kind and nature whatsoever, whether represented by trust, participating and/or other certificates or otherwise.

2. That the fullest authority at all times with respect to any such commitment or with respect to any transaction deemed by any of the officers and/or agents to be proper in connection therewith is hereby conferred, including authority (without limiting the generality of the foregoing):

- (a) to give written or oral instructions to Schwab with respect to said transactions;
- (b) to bind and obligate the organisation to and for the carrying out of any contract, arrangement or transaction, which shall be entered into by any such officer and/or

agent for and on behalf of the organisation with or through Schwab;

- (c) to pay in cash or by cheques and/or drafts drawn upon the funds of the organisation such sums as may be necessary in connection with any of the said accounts;
- (d) to deliver securities to Schwab;
- (e) to order the transfer or delivery thereof to any other person whatsoever and/or to order the transfer of record of any securities in order to pass title thereto;
- (f) to direct the sale or exercise of any rights with respect to any securities;
- (g) to sign for the organisation all releases, powers of attorney and/or other documents in connection with any such account, and agree to any terms or conditions to control any such account:
- (h) to direct Schwab to surrender any securities to the proper party for the purpose of effecting any exchange or conversion, or for the purpose of deposit with any protective or similar committee or otherwise:
- (i) to accept delivery of any securities;
- (j) to appoint any other person or persons to do any and all things which any of the officers and/or agents is hereby empowered to do: and
- (k) generally to do and take all action necessary in connection with the account. or considered desirable by such officer and/or agent with respect thereto.

3. That Schwab may deal with any and all of the persons directly or indirectly by the foregoing resolution empowered, as though it is dealing with the organisation directly. 4. That the Secretary (or person performing similar functions) of the organisation be authorised, empowered and directed to certify, under the seal of the organisation (if there is one) or otherwise, to Schwab:

Date (mm/dd/yyyy)

- (a) a true copy of these resolutions;
- (b) specimen signatures of each and every person by these resolutions empowered; and
- (c) a certificate (which, if required by Schwab, shall be supported by an opinion of the general counsel of the organisation or other counsel satisfactory to Schwab) that the organisation is duly organised and existing, that its charter empowers it to transact the business by these resolutions defined, and that no limitation has been imposed upon such powers by the bylaws or otherwise.

5. That Schwab may rely upon any certification given in accordance with these resolutions, as continuing fully effective unless and until Schwab shall receive due written notice of a change in or the rescission of the authority so evidenced; and the dispatch or receipt of any other form of notice shall not constitute a waiver of this provision, nor shall the fact that any person hereby empowered ceases to be an officer (or person holding other positions of authority) of the organisation or becomes an officer (or person holding other positions of authority) under some other title in any way affect the powers hereby conferred. The failure to supply any specimen signature shall not invalidate any transaction if the transaction is in accordance with authority actually granted.



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#### 2. Certification of Organisation Resolutions (Continued)

6. That in the event of any change in the office or powers or persons hereby empowered, the Secretary (or person performing similar functions) shall certify such changes to Schwab in writing in the manner hereinabove provided, which notification, when received, shall be adequate both to terminate the powers of the persons theretofore authorised, and to empower the persons thereby substituted.

7. That the foregoing resolutions and the certificates actually furnished to Schwab by the Secretary of the organisation (or person performing similar functions) pursuant thereto be, and they hereby are, made irrevocable until

written notice of the revocation thereof shall have been received by Schwab.

8. That the organisation authorises its officers and authorised agents named below, subject to approval by Schwab, to maintain a margin and short account and to purchase securities on margin; to sell securities which the organisation does not own (i.e., short sales) and/or to borrow securities in connection therewith; to borrow money; to secure the performance of the organisation's obligations to the accounts; and to grant authority to brokers, acting as principal or otherwise, to pledge, repledge, hypothecate or rehypothecate assets of the organisation pursuant to the terms and conditions of the Account Agreement.

#### \_\_\_\_\_ Secretary, initial here if applicable.

9. That the organisation authorises its officers and authorised agents named below to trade options, including, without limitation, the purchase of puts and calls and the sale of covered and uncovered puts and calls.

#### \_\_\_\_\_ Secretary, initial here if applicable.

Please note that a margin account must have been authorised in Article 8 above.

#### 3. Organisational Authorisation

Schwab Account Number (if known)

I, \_\_\_\_\_ Print Name

an organisation organised and existing under and by virtue of the laws of \_\_\_\_\_\_\_, certify that the following is a true and complete copy of resolutions duly adopted by the Board of Directors (or, if no board of directors, board of managers or similar governing body exists, the person[s] duly authorised by the charter document of this organisation); that said resolutions are still in full force and effect and have not been rescinded; and that said resolutions are not in conflict with the charter or bylaws of this organisation.

**RESOLVED:** That any of the officers of this organisation, in addition to the authorised agents designated below, be, and they hereby are, fully authorised and empowered to transfer, convert, endorse, sell, assign, set over and deliver any and all shares of stock, bonds, debentures, notes, subscription warrants, stock purchase warrants, evidences of indebtedness or other securities now or hereafter standing in the name of or owned by this organisation and to make, execute and deliver, under the corporate seal of this organisation (if there is one), any and all written instruments of assignment and transfer necessary or proper to effectuate the authority hereby conferred.

#### Signature(s) and Date(s) Required

X Authorised Agent 1 (Print name.)	Date (mm/dd/yyyy)	X Authorised Agent 3 (Print name.)	Date (mm/dd/yyyy)
X Authorised Agent 2 (Print name.)	Date (mm/dd/yyyy)	X Authorised Agent 4 (Print name.)	Date (mm/dd/yyyy)

#### Note: All agents listed above must also complete and sign the Schwab One International® Corporate Account Application.

**FURTHER RESOLVED:** That any of the aforementioned authorised agent(s) of the organisation, and the organisation itself, authorise(s) Schwab to inquire from any source, including a consumer reporting agency, as to their creditworthiness and ongoing eligibility for the account at any time throughout the life of the account, and thereafter for debt collection or investigative purposes.

FURTHER RESOLVED: That whenever there shall be annexed to any instrument of assignment and transfer, executed pursuant to and in accordance with the foregoing resolution, a certificate of the Secretary or an Assistant Secretary of this organisation in office at the date of such certificate, and such certificate shall set forth these resolutions and shall state that these resolutions are in full force and effect and shall also set forth the names of the persons who are then officers of this organisation, then all persons to whom such instrument with the annexed certificate shall thereafter come shall be entitled, without further inquiry or investigation and regardless of the date of such certificate, to assume and to act in reliance upon the assumption that the shares of stock or other securities named in such instrument were theretofore duly and properly transferred, endorsed, sold, assigned, set over and delivered by this organisation, and that with respect to such securities the authority of these resolutions and of such officers is still in full force and effect. I further certify that the following, including all attached addenda, is a true and correct list of the present officers of this organisation.

President (Print name.)	Vice President (Print name.)
Secretary (Print name.)	Treasurer (Print name.)

#### Signature and Date Required

X Signature: Secretary of Organisation

Date (mm/dd/yyyy)



#### 3. Organisational Authorisation (Continued)

#### IF NO CORPORATE SEAL, PLEASE HAVE SECRETARY'S SIGNATURE CERTIFIED.

#### CERTIFICATION MUST BE CARRIED OUT BY A PROFESSIONAL PERSON, E.G., EMBASSY OFFICIAL, PUBLIC NOTARY, LAWYER OR BANK OFFICIAL.

Jurisdiction:	(NOTARY SEAL)
ON before me,, (Name and Title of the Notarising 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 who acknowledged to me that he/she/they executed the same in his/her/their authorised 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 Expiration Date (Signature of Notarising Officer) (mm/dd/yyyy)	
*Notaries for whom the box provided is not applicable should attach the appropriate notarising declaration in lieu of the above.	

Jurisdiction:	(NOTARY SEAL)
ON before me,, (nmm/dd/yyyy) (Name and Title of the Notarising Officer) ,	
(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 who acknowledged to me that he/she/they executed the same in his/her/their authorised 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	

FOR CHARLES SCHWAB USE ONLY:													
Approved By		Print Name of Approver											
Date Approved		Branch Office and Account Number								_			



# Schwab One International<sup>®</sup> Corporate Account Application Agreement

## charles SCHWAB

Page 1 of 4

This agreement relates to your account and is part of the Account Agreement between each account holder and Charles Schwab & Co., Inc. ("Schwab"). Please read and retain for your files.

Section 1: Scope of Agreement. Your agreement with Schwab consists of the terms set forth in this Application Agreement and the terms set forth in the Schwab One® Account Agreement, which incorporates the Charles Schwab Pricing Guide and a number of other important disclosures. The Schwab One Account Agreement is provided with this Application or at the opening of your Account. You agree to contact Schwab if you do not receive the Schwab One Account Agreement. In addition, you may in the future receive from Schwab supplemental terms or disclosures that pertain to certain account types, service features and benefit packages. These supplemental terms and disclosures, this Application Agreement and the Schwab One Account Agreement are collectively referred to as the "Agreement and Disclosures." You agree to read the Agreement and Disclosures carefully and retain copies for your records.

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

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

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

Section 5: Responsibility for Investment Decisions. You agree that you and any agent under a power of attorney or Investment Advisor (if you have one) are solely responsible for investment decisions in your Account, including whether to buy or sell a particular security. Unless required by law, or unless Schwab provides advice to you that is clearly identified as an individualised recommendation for you, you understand that Schwab has no obligation to determine whether a particular transaction, strategy, or purchase or sale of a security is suitable for you. Your obligation includes an affirmative duty to monitor and stay informed about your Account and your investments and respond to changes as you deem appropriate.

Unless Schwab otherwise agrees with you in writing, Schwab does not have any discretionary authority or obligation to review or make recommendations for the investment of securities or cash in your Account.

You acknowledge that Schwab does not provide tax or legal advice.

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

Section 7: Granting a Lien on Your Accounts. As security for the repayment of all present or future indebtedness owed to us by each Account Holder, each Account Holder grants to us a first, perfected and prior lien on, a continuing security interest in, and right of setoff with respect to, all property that is, now or in the future, held, carried or maintained for any purpose in or through Schwab, and, to the extent of such Account Holder's interest in or through, any present or future account with us or our affiliates in which the Account Holder has an interest. In the event of a breach or default by you under this Agreement, Schwab will have the rights and remedies available to a secured creditor under all applicable laws in addition to the rights and remedies provided in this Agreement.

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

Section 8: Liquidations. Whenever it is necessary for our protection or to satisfy a

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

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

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

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

Section 9: Interest on Debit Balances. We will charge and compound interest on your debit balances (whether in a Margin or Cash Account) according to our Disclosure of Credit Terms and Policies.

Section 10: Borrowing Money and Margin Trading. All margin transactions are subject to our Disclosure of Credit Terms and Policies and our Margin Borrowing at Schwab Overview and Disclosure Statement. You agree not to enter an order for a margin transaction until you have read and understood the Disclosure of Credit Terms and Policies and the Margin Borrowing at Schwab Overview and Disclosure Statement.

Section 11: Loan Consent. You agree that property held in your Margin Account, now or in the future, may be borrowed (either separately or together with the property of others) by us (acting as principal) or by others. You agree that Schwab may receive and retain certain benefits (including, but not limited to, interest on collateral posted for such loans) to which you will not be entitled. You acknowledge that, in certain circumstances, such borrowings could limit your ability to exercise voting rights or receive dividends, in whole or in part, with respect to the property lent. You understand that for property that is lent by Schwab, the dividends paid on such property will go to the borrower.

Approved by Charles Schwab, U.K., Limited, authorised and regulated by the Financial Conduct Authority and entered on the FS Register under Registration Number 225116. Registered in England and Wales No. 4709153. Registered office: 78–84 Colmore Row, Birmingham B3 2AB. Designated a foreign branch office of Charles Schwab & Co., Inc. (member FINRA/SIPC).

No compensation or other reimbursements will be due to you in connection with such borrowings. However, if you are allocated a substitute payment in lieu of dividends, you understand that such a payment may not be entitled to the same tax treatment as may have been applied to the receipt of a dividend. You agree that Schwab is not required to compensate you for any differential tax treatment between dividends and payments in lieu of dividends. Schwab may allocate payments in lieu of dividends by any mechanism permitted by law, including by using a lottery allocation system.

Section 12: Using the Cheque Feature. You authorise cheques to be issued as indicated in your Account Application. You agree that each Account Holder on your account is authorised to write cheques.

Section 13: Verification. You authorise Schwab to inquire from any source, including a consumer reporting agency, as to your identity (as required by U.S. federal law), creditworthiness and ongoing eligibility for the Account (and that of your spouse, if you 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.

Section 14: 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

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3. the customer is excluded from the class by the court.

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

Section 15: 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, attorneysin-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

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 firstclass, certified or registered mail, or otherwise given by other commercially accepted medium of written notification.

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

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

Section 16: Waiver of Class Action or Representative Action. Neither you nor Schwab shall be entitled to arbitrate any claims as a class action or representative action. You and Schwab agree that any actions between us and/or Related Third Parties shall be brought solely in our individual capacities. You and Schwab hereby waive any right to bring a class action, or any type of representative action against each other or any Related Third Parties in court. You and Schwab waive any right to participate as a class member, or in any other capacity, in any class action or representative action brought by any other person, entity or agency against Schwab or you.

Section 17: Electronic Copies. The electronically stored copy of your (or your agent's) signature, any written instructions or authorisations, the Account Application and the Agreement and Disclosures is considered to be the true, complete, valid, authentic and enforceable record, admissible in judicial, administrative or arbitration proceedings to the same extent as if the documents and records were originally generated and maintained in printed form. You agree to not contest the admissibility or enforceability of Schwab's electronically stored copy of such documents in any proceeding between you and Schwab. **Section 18: Float.** You agree that Schwab may retain as compensation for services your Account's proportionate share of any interest earned on aggregated cash balances held in Schwab's bank account with respect to (1) assets awaiting investment or (2) assets pending distribution from your Account. Such interest retained by Schwab shall generally be at money market rates. Schwab's receipt of such compensation is further described in the Agreements and Disclosures. Section 19: Unclaimed Property. If no activity occurs in the Account within the time period specified by applicable state law, the Account may be transferred to the appropriate state. Section 20: Information About SIPC. To obtain information about Securities Investor

Protection Corporation (SIPC), including an explanatory SIPC brochure, please contact SIPC at www.sipc.org or 1-202-371-8300.

#### U.K. Supplement to Account Application with Charles Schwab & Co., Inc.

**1. Regulatory Status.** Charles Schwab, U.K., Limited is authorised and regulated by the Financial Conduct Authority, 25 North Colonnade, Canary Wharf, London E14 5HS, and is entered on the FS Register under Registration Number 225116. Registered office: 78–84 Colmore Row, Birmingham B3 2AB. Head office: 10 King William Street, London EC4N 7TW. Registered in England and Wales No. 4709153.

Charles Schwab, U.K., Limited is designated under U.S. regulations as a foreign branch office of Charles Schwab & Co., Inc. Head office: 211 Main Street, San Francisco, CA 94105, USA.

In opening this U.S. dollar brokerage account, you understand that Charles Schwab, U.K., Limited ("CSUK") is acting in an introductory capacity only and that you are opening an account directly with Charles Schwab & Co., Inc. ("CS&Co."), a United States broker-dealer. (CSUK may provide certain services for your account at CS&Co. on behalf of CS&Co.) CSUK categorises all clients as "Retail Clients."

You understand that CS&Co. is not authorised to carry on designated investment business in the U.K. but is regulated under U.S. securities law. This means that all or most of the protections provided to retail clients by the U.K. regulatory system do not apply, but U.S. protections do. Although there is no compensation under the U.K. Financial Services Compensation Scheme, there is coverage under the U.S. scheme, the Securities Investor Protection Corporation ("SIPC"). To obtain information about SIPC, including an explanatory SIPC brochure, please contact SIPC at www.sipc.org or 1-202-371-8300.

2. Language Used. You may communicate with us in English. All documents and other information you may receive from CS&Co. or CSUK will be in English.

**3. Our Products and Services.** You understand that CSUK does not make personal investment recommendations. The information contained in CSUK's promotional materials and on the website is provided solely to enable clients to make their own investment decisions and should not be treated as a solicitation or recommendation to buy, sell or otherwise deal with any particular investment.

Products and services are designed for U.K. and Swiss residents. Swiss investors should note that CSUK/CS&Co. can only offer or distribute units or shares of unit trusts, funds or investment companies which qualify as "foreign investment funds" under Swiss law, and if they can be registered with the Swiss Federal Banking Commission, unless the offer or distribution is exclusively addressed to Swiss institutional investors without any public offering.

Offshore funds licensed in the U.K. are available only to U.K. residents who are non-U.S. persons, and are not available to Swiss residents.

For more details on CSUK/CS&Co. products and services, including account charges, commissions and order handling and execution venues, please refer also to the Schwab One® Account Agreement and the *Charles Schwab Pricing Guide*.

**4. Personal Information.** You understand that personal information about yourself/yourselves and your account will be processed

outside the European Economic Area by CS&Co. You agree to refer to the Schwab Privacy Pledge booklet, which describes how CSUK/CS&Co. will handle your personal data and how your personal information will be used by CS&Co. for the marketing of products and services.

**5. Unsolicited Calls.** CS&Co. will telephone you at a reasonable time when required for account management purposes. CSUK/CS&Co. reserves the right at its sole discretion to record by any means, and maintain a record of, all or part of any telephone conversation that CSUK/CS&Co. may have with you.

6. Methods of Communication. You can contact Schwab either by phone, email, or in person—please see www.schwab.co.uk for details.

You can place trading orders on the secure website or by telephone toll-free on 00800 0826 5001 if calling from the U.K., or on 0800 563 711 if calling from Switzerland. Please refer to the *Charles Schwab Pricing Guide* for the difference in transaction costs between those two channels.

7. Margin Trading If Added by U.K. Resident. Margin trading carries certain risks—please refer to the Margin Borrowing at Schwab Overview and Disclosure Statement. It is acknowledged, without creating any obligation, that, if requested, the credit extended under your margin trading feature is likely at some time to exceed US\$50,000. You acknowledge that there is in principle no maximum limit to the amount of credit that may be advanced to you, subject to U.S. market regulations, the margin maintenance requirements and CS&Co.'s house policies.

8. Appropriateness Warning. In providing you with a Schwab One International® U.S. Dollar Brokerage Account for those transactions where you make the investment decisions in relation to non-complex instruments (e.g., U.S. shares and bonds traded on regulated U.S. markets, units in regulated collective investment schemes), CSUK and CS&Co. are not required to assess the suitability of the instrument and, as a result, you will not benefit from the protection of the FCA rules on assessing suitability. Therefore, we will not assess whether:

- (i) The relevant product or service meets your investment objective;
- (ii) You would be financially able to bear the risk of any loss the service may cause; or,
- (iii) You have the necessary knowledge and experience to understand the risks involved.

However, if you wish to trade in complex instruments within your Schwab One International Account (e.g., options and warrants), you must notify CSUK/CS&Co. For options trading, you will be provided with a CS&Co. Options, Margin and Short Account Trading Application and associated Terms and Conditions, as well as the Characteristics and Risks of Standardized Options booklet, which you must read carefully, then complete the application in full and return. Your application will be assessed in line with U.S. regulation by CS&Co., and you will only be granted access to trading upon review and approval. For warrants, you should have knowledge of these instruments and the risks involved. If you need any information, you should contact CS&Co. prior to trading warrants. 9. Aggregation of Orders. You understand that

CS&Co. may aggregate your orders with their

own orders and/or the orders of any affiliates and/or the orders of other customers. On some occasions, this may result in obtaining a less favourable price than if your order had been executed separately.

#### **10.** Risks Relevant to a U.S. Brokerage

Account. You understand that the following risks are the main (but not the only) risks associated with your U.S. brokerage account with CS&Co.

- The price and value of investments and their income fluctuates: Investors may receive less than the amount invested. Past performance of a security or other investment is no indication of future results.
- This account is denominated in U.S. dollars; therefore, changes in the rates of exchange between currencies may cause the value of investments to go down or up.
- Where an investment is described as likely to yield income, or as being suitable for an investor who wants an income from his/her investments, it should be kept in mind that income from investments may fluctuate and part of the capital may be used to pay that income.
- There is an extra risk of losing money when shares are bought in some smaller companies, including shares with prices under \$1.00 (so-called "penny stocks"). There is often a significant difference between the buying price and the selling price of these shares. If they have to be sold immediately, less may be received than the amount that was paid for them. The price may change quickly, and it may go down as well as up.
- The rules on taxation can change. The value of any tax benefits will depend on individual tax positions. Consult a tax advisor in order to understand the impact of investment decisions on tax positions.
- Investment types and/or services mentioned in CSUK/CS&Co. promotional materials and websites may not be suitable for all investors. If advice is required, consult an independent financial advisor.

**11. Conflicts of Interest.** CSUK and CS&Co. are committed to the highest standards of ethical conduct and follow the Schwab Corporation's Code of Business Conduct and Ethics to avoid and manage conflicts of interest.

12. Redress. You understand that if you have a complaint about CSUK, you should contact the Compliance Officer, Charles Schwab, U.K., Limited, 10 King William Street, London EC4N 7TW. The Officer will advise if the complaint may be subsequently eligible to be referred to the Financial Ombudsman Service, and will provide a copy of the Internal Complaint Handling Procedure, if applicable, upon request. If you have a complaint about Charles Schwab & Co., Inc., you should contact the Client Advocacy Team, Charles Schwab & Co., Inc., 211 Main Street, San Francisco, CA 94105, USA. Please also see the Arbitration Agreement in Section 15 of the attached Application Agreement.

**13.** Absence of Right to Cancel. Although you have a right to close this Account at any time in the future, you do not have a right to cancel transactions entered into where the price depends on fluctuations in the financial market outside CSUK/CS&Co.'s control, which may occur during the cancellation period.

## Margin Borrowing at Schwab Overview and Disclosure Statement



This is important information regarding margin borrowing, if you have requested the margin feature on your brokerage account. Please retain this document for your files.

A margin loan can be a powerful tool for maximizing your investments and is a convenient way to borrow against the securities you hold in your portfolio.

Margin loan proceeds can be used to buy additional securities and diversify your portfolio, as well as for non-investing needs and activities. Other benefits of margin loans can include competitive rates, no loan-origination fees and no preset payment schedule.

Schwab's margin account also enables you to sell short and potentially profit from downward price movements. Selling short involves additional market risk; be sure to familiarise yourself with short selling before using this strategy.

A complete list of terms and conditions pertaining to margin trading and short selling, including credit terms and policies, can be found in the Account Agreement. Please read this important document before opening a margin account.

When considering a margin loan, you should determine how the use of margin fits your own investment philosophy. Because of the risks involved, it is important that you fully understand the rules and requirements involved in trading securities on margin. The following paragraphs highlight some of these critical aspects of margin trading:

Margin trading increases your level of market risk. Margin trading increases your buying power, allowing you to purchase a greater amount of securities with your investing dollar. Therefore, your exposure to market volatility increases—a declining market could result in even greater losses. A decline in the value of your securities that you purchase on margin may require you to provide additional funds to Schwab in order to avoid the forced sale of those securities or other securities in your account.

Your downside is not limited to the collateral value in your margin account. If the securities in your account decline in value, so does the value of the collateral supporting your loan. When the value of the collateral falls below the maintenance margin requirements, or Schwab's higher "house" requirements, Schwab can move to protect its position. In order to cover margin deficiencies, Schwab may issue you a margin call—a request for additional cash—or sell securities from your account. If a sale does not cover the deficiency, you will be responsible for any shortfall.

Schwab may initiate the sale of any securities in your account, without contacting you, to meet a margin call. Schwab will attempt to involve you in the case of margin deficiency; however, market conditions may require the firm to quickly sell any of your securities without your consent. Because the securities are collateral for the margin loan, Schwab has the right to decide which security to sell in order to protect its interests. Even if Schwab has contacted you and provided a specific date by which you can meet a margin call, the firm can still take necessary steps to protect its financial interests, including immediately selling the securities without prior notice to you.

Schwab may increase its "house" maintenance margin requirements at any time and is not required to provide you with advance written notice. Changes in Schwab's policy regarding "house" maintenance margin requirements often take effect immediately and may result in the issuance of a maintenance margin call. Your failure to satisfy the call may cause Schwab to liquidate or sell securities in your account.

You are not entitled to an extension of time on a margin call. While an extension of time to meet margin requirements may be available to customers under certain conditions, a customer does not have a right to the extension.

Some accounts that carry a margin loan balance and hold dividend-paying securities may receive a "substitute income payment in lieu of a dividend" (PIL), which may be taxable as ordinary income. Taxable accounts that receive a PIL instead of a qualified dividend may also receive a supplemental credit from Schwab. This will be described on customer statements as a "Schwab substitute income credit." Schwab will not credit your account with this additional payment when we can identify instances where a dividend is not qualified.

- This credit is NOT "payment in lieu," and is unrelated to any payment from either the security issuer or the borrower.
- · It is a discretionary credit from Schwab which may be discontinued in the future with or without notice.\*
- It may be subject to tax at your ordinary income tax rate. Please consult your tax advisor about your specific tax situation.
- Because individual tax situations differ, Schwab cannot precisely calculate the additional tax costs a client might incur. Therefore, we do not intend, nor should clients expect, for this payment to be an exact reimbursement of any excess tax cost.

\*Please refer to the "Loan Consent" section of your Account Agreement, which states that no compensation is due in connection with such loans and that Schwab "is not required to compensate you for any differential tax treatment between dividends and payments in lieu of dividends."

When trading on margin, please keep these important rules and conditions in mind. To further explore how margin trading can work for you, please contact us. Used correctly, and within one's means, margin trading can be a valuable investment tool.

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