

# Options Trading and Margin Application

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

IA Firm Name (Please print.)

IA Master Account Number

Service Team

IA Contact Name (if follow-up is required)

IA Telephone Number

IA Email Address

### When to use this form:

- Use this form to add or remove options, margin, and short account trading to/from your account.
- The following account types are not eligible for margin: retirement accounts, such as 401(k)s, and accounts for charitable and nonprofit organizations.
- For IRA accounts only: Attach the separate Supplemental Application and Agreement for Limited Margin and Trading Option Spreads in Your IRA Account if you are applying for Limited Margin or for Spreads (Level 2) in your IRA account. Each individual who is authorized to trade in the IRA account must sign the Application and Agreement.

### Please remember to:

- Be sure to read the Margin Disclosure Statement and the Options Application Agreement before completing this application.
- Notify your Investment Advisor of the trading strategy you have selected in Section 3.
- Use a separate Options Trading and Margin Application for each account. Multiple accounts may be listed only if they have identical tax ID# and named account holder(s).

All information below must be filled out completely to validate the application. Due to the risk inherent in options trading, the industry regulations require us to ask the questions in Sections 1, 2, 3, and 4. This information will be used to assess your eligibility under exchange rules to trade options and will be treated confidentially. Additional financial information may be requested.

For assistance with completing this form, please contact your Investment Advisor.

## 1. Tell Us About Your Schwab Account

Schwab Account Number\*

Name and Title of Account (as shown on your account)

\*Account Number is not required for new accounts. Multiple accounts may be listed only if they have identical tax ID# and named account holder(s).

Additional Schwab Account Number

Additional Schwab Account Number

Additional Schwab Account Number

## 2. Select Your Account Features

### Margin\*

- Add margin feature only.<sup>†</sup> Complete Section 5 (if applicable) and sign in Section 7.
- Remove the margin feature from my account. Complete Section 5 (if applicable) and sign in Section 7.

\*Clients residing in the European Union are not eligible for margin.

<sup>†</sup>Securities regulations require that options spreads occur in a margin account. If the account is an IRA, Limited Margin will apply. Limited Margin in an IRA account can support option trading up to Spreads (Level 2). You may apply for Limited Margin without Options by reviewing and accepting the terms of the Supplemental Application and Agreement for Limited Margin and Trading Option Spreads in Your IRA Account. You may also apply for Spreads (Level 2) by selecting your strategy level on page 2 and reviewing and accepting the terms of the Supplemental Application and Agreement for Limited Margin and Trading Option Spreads in Your IRA Account. Attach the completed Agreement with this form and return them to Schwab. Each individual who is authorized to trade in the IRA account must sign the Agreement.

### Options Trading

- Add the options strategy selected below to my account.
- Remove options trading from my account.

### 3. Select Your Investment Strategy

Select the strategy level below that best fits your investment objectives. If you do not indicate a strategy below, Schwab will consider your account for Covered (Level 0) without margin. If you do not qualify for the strategy level you request, you may be approved for the highest level that is appropriate for your account type, experience, knowledge, and financial situation. If your account is approved for options trading, each account holder, agent or attorney-in-fact, trustee, and/or authorized agent on the account will be able to engage in options trading.

Please select only one strategy level.

- Covered (Level 0).**\* Capital Preservation, Income and Investment Hedge. Strategy level includes covered calls, covered puts, buy-writes, unwinds, covered rollouts, protective puts, and cash-secured equity puts.
- Add margin (or Limited Margin in IRA accounts).** For IRA accounts, attach and complete the Supplemental Application and Agreement for Limited Margin and Trading Option Spreads in Your IRA Account.
- Long (Level 1).**\* Growth, Speculation and Income. Strategy level includes all of the above, plus long calls, long puts, long straddles, long combinations, and long strangles.
- Add margin (or Limited Margin in IRA accounts).** For IRA accounts, attach and complete the Supplemental Application and Agreement for Limited Margin and Trading Option Spreads in Your IRA Account
- Spreads (Level 2).**\*\* Speculation and Income. Strategy level includes all of the above, plus vertical spreads, calendar spreads, diagonal spreads, condors, butterflies, box spreads, and ratio spreads (long side heavy). For IRA accounts, attach and complete the Supplemental Application and Agreement for Limited Margin and Trading Option Spreads in Your IRA Account.
- Short Uncovered (Level 3).**\* Speculation and Income. Strategy level includes all of the above, plus uncovered calls, uncovered puts, uncovered rollouts, short straddles, short combinations, short strangles, and uncovered ratio spreads.

\*Covered (Level 0) is the only strategy level permitted in custodial, ESA, CRA, PCRA, QRP, and charitable and non-incorporated association accounts. Covered (Level 0), Long (Level 1) and Spreads (Level 2) are the only strategy levels permitted in IRAs.

\*Margin feature required.

### 4. Tell Us About Yourself

You must complete all fields of this section for each individual who is authorized to trade in this account.

We respect your privacy and will only use the information you provide to service your account(s), communicate with you, and provide information about products and services. Read about Schwab's privacy policy at [www.schwab.com/privacy](http://www.schwab.com/privacy).

#### Individual 1

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

#### Marital Status

Single       Married       Divorced       Widowed      Number of Dependents \_\_\_\_\_

Securities industry regulations require that we collect this information.

#### Employment Information

Please select only one box.

Employed       Self-Employed       Retired       Homemaker       Student       Not Employed

Employer Name/Business Name \_\_\_\_\_

Business Street Address (no P.O. boxes) \_\_\_\_\_

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

**Primary Source of Income** If your income is not from employment (salary and wages), you must identify your primary source of income.

- Spousal income (*married*)       Alimony/spousal support (*not married*)       Income from investments or real estate
- Insurance/annuity payment       Retirement fund/pension       Social Security       Disability       No income
- Other (*specify*): \_\_\_\_\_

**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)**

**Relationship to Account**

If you select Investment Advisor or Agent or Attorney-in-Fact, complete "Knowledge Level" and "Investment Experience" sections only.

- Account Holder**
 **Agent or Attorney-in-Fact**
 **Trustee/Grantor**
 **Authorized Agent of Organization**  
 **Investment Advisor** (Check this box if you are adding options to a master account.)

**Financial Information**

For individual or joint accounts, provide financial information for each owner.

For an entity, such as an organization, trust, or corporation, provide the financial information for the entity.

\_\_\_\_\_  
**Annual Income** (Specify in U.S. Dollars)      **Liquid Net Worth** (Specify in U.S. Dollars)      **Total Net Worth** (Specify in U.S. Dollars)

**Stock Trading**

**Knowledge Level** (Please select only one.)

- None**
 **Limited**
 **Good**
 **Extensive**

**Investment Experience**

\_\_\_\_\_  
**Number of Years Trading** (Specify)      **Average Number of Trades per Year** (Specify)      **Average Dollar Amount per Transaction** (Specify)

**Options Trading**

**Knowledge Level** (Please select only one.)

- None**
 **Limited**
 **Good**
 **Extensive**

**Investment Experience**

\_\_\_\_\_  
**Number of Years Trading** (Specify)      **Average Number of Trades per Year** (Specify)      **Average Dollar Amount per Transaction** (Specify)

**Individual 2**

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

**Marital Status**

- Single**
 **Married**
 **Divorced**
 **Widowed**
**Number of Dependents** \_\_\_\_\_

Securities industry regulations require that we collect this information.

**Employment Information**

Please select only one box.

- Employed**
 **Self-Employed**
 **Retired**
 **Homemaker**
 **Student**
 **Not Employed**

\_\_\_\_\_  
**Employer Name/Business Name**

\_\_\_\_\_  
**Business Street Address** (no P.O. boxes)

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

**Primary Source of Income** If your income is not from employment (salary and wages), you must identify your primary source of income.

- Spousal income (*married*)       Alimony/spousal support (*not married*)       Income from investments or real estate  
 Insurance/annuity payment       Retirement fund/pension       Social Security       Disability       No income  
 Other (*specify*): \_\_\_\_\_

**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*)

**Relationship to Account**

If you select Investment Advisor or Agent or Attorney-in-Fact, complete "Knowledge Level" and "Investment Experience" sections only.

- Account Holder and Spouse of Joint Owner       Account Holder and Non-Spouse of Joint Owner       Agent or Attorney-in-Fact  
 Trustee/Grantor       Authorized Agent of Organization  
 Investment Advisor (*Check this box if you are adding options to a master account.*)

**Financial Information**

For individual or joint accounts, provide financial information for each owner.

For an entity, such as an organization, trust, or corporation, provide the financial information for the entity.

\_\_\_\_\_  
Annual Income (*Specify in U.S. Dollars*)

\_\_\_\_\_  
Liquid Net Worth (*Specify in U.S. Dollars*)

\_\_\_\_\_  
Total Net Worth (*Specify in U.S. Dollars*)

**Stock Trading**

**Knowledge Level** (Please select only one.)

- None       Limited       Good       Extensive

**Investment Experience**

\_\_\_\_\_  
Number of Years Trading (*Specify*)

\_\_\_\_\_  
Average Number of Trades per Year (*Specify*)

\_\_\_\_\_  
Average Dollar Amount per Transaction (*Specify*)

**Options Trading**

**Knowledge Level** (Please select only one.)

- None       Limited       Good       Extensive

**Investment Experience**

\_\_\_\_\_  
Number of Years Trading (*Specify*)

\_\_\_\_\_  
Average Number of Trades per Year (*Specify*)

\_\_\_\_\_  
Average Dollar Amount per Transaction (*Specify*)

**5. Certificate of Authority (for Organization Accounts Only)**

This section is required for, and applies to, Organization accounts only:

- S Corporations
- Sole Proprietorships
- Limited Liability Companies
- C Corporations
- Partnerships
- Non-Incorporated Associations

I, \_\_\_\_\_ (certifying officer), the \_\_\_\_\_  
 (primary role) of \_\_\_\_\_ (name of entity), a \_\_\_\_\_ (type of entity), duly organized or already existing  
 under the laws of the state (or country, if foreign entity) of \_\_\_\_\_

(the "Account Holder"), hereby certify (1) that the person(s) whose signature(s) appear(s) in Section 7 is/are authorized to establish and maintain the requested margin borrowing authority or options trading authority (or both) with Schwab on behalf of the Account Holder and to bind the Account Holder to the Margin Application Agreement and Options Application Agreement (as applied for in this Application), pursuant to a duly adopted resolution of the board of directors or other applicable governing body; and (2) that the charter documents, agreements, and applicable laws governing the Account Holder permit the establishment and maintenance of the requested margin account and options trading authorization (as applicable).

**X**

Signature: Certifying Officer

Today's Date (mm/dd/yyyy)

Print Name

Title

**6. Acceptance of Agreements, Certification of Trust and Signature(s)**

Please read and sign below.

**Acceptance of Margin Application Agreement**

If you have selected to add margin to your account, you are applying for authorization to borrow money from Schwab using your assets as collateral. By signing the Options Trading and Margin Application (the "Application"), you acknowledge that you have received and read a copy of the Margin Disclosure Statement. You further agree that you have received, read and agreed to be bound by the Margin Application Agreement in effect and as amended from time to time. The Margin Application Agreement contains two important sections: (1) Disclosure of Credit Terms and Policies and (2) Margin and Short Account Agreement Terms and Conditions. Finally, you agree that you have received, read, and agreed to be bound by the Schwab One® Account Agreement or the Schwab Account Agreement, whichever applies, as amended from time to time.

Please note that if you have a Power of Attorney (POA) on your account, your agent or attorney-in-fact will have access to your margin account. Additionally, if you hold a Schwab One brokerage account that is linked to a Schwab Bank Investor Checking™ ("Investor Checking") account, the overdraft protection feature on your Investor Checking account may create a margin loan in your Schwab One brokerage account.

**Acceptance of Options Application Agreement**

If you have selected to add options trading to your account, you are applying for authorization to trade options. By applying for authorization to trade options and signing this Application, you agree that you have received, read and agreed to be bound by the Options Application Agreement in effect and as amended from time to time. The Options Application Agreement contains two important sections: (1) Options Trading Rules and (2) Options Agreement. You also acknowledge that you have received, read, and agreed to be bound by the Schwab One Account Agreement or the Schwab Account Agreement, whichever applies, as amended from time to time.

You represent that you are aware of the inherent risks of options trading and that you are financially able to bear such risks and withstand options trading losses, including the loss of your entire investment. You understand that Schwab may periodically request new financial information and review your authorization to trade options.

The booklet "Characteristics and Risks of Standardized Options" will be sent to you when your account is approved for options trading. You agree to read the booklet prior to conducting any trades in your account. You understand that your account will be handled in accordance with the rules of the Options Clearing Corporation and the applicable exchange and/or regulatory agencies, and you agree to conduct activity in your account in accordance with such rules.

**Certification of Trust**

By signing this Application on behalf of a Trust, each trustee signing below (the "Trustee[s]") certifies that the representations and warranties in the attached Certification of Trust are true and complete.

**7. Signatures**

Holders of accounts with the margin feature further acknowledge that securities securing loans from Schwab may be lent to Schwab and lent by Schwab to others. I/we agree to the above terms and conditions:

All account holders, agents or attorneys-in-fact, trustees, and authorized agents must sign and date using blue or black ink.

If your firm is a Registered Investment Advisor or separate account manager, the signer must be an executive officer listed on Schedule A of your firm's Form ADV; otherwise, this form must be signed by a duly authorized officer.

**X**

Signature: Account Holder, Agent or Attorney-in-Fact, Trustee, or Authorized Agent

Today's Date (mm/dd/yyyy)

Print Name

**X**

Signature: Account Holder, Agent or Attorney-in-Fact, Trustee, or Authorized Agent

Today's Date (mm/dd/yyyy)

Print Name

**8. Next Steps**

Before you submit, be sure to complete the following steps if applicable.

**If applying for limited margin (including spread options trading) in an IRA, attach the Supplemental Application and Agreement for Limited Margin and Trading Option Spreads in Your IRA Account**

**Complete Section 5 for Organization accounts**

**Note: Each individual who is authorized to trade in the IRA account must sign the Agreement.**

**Choose one of the following options to return the completed form. You do not need to return the disclosures that follow this page.**

- Please return it to your Investment Advisor (recommended), or
- Mail it to any of the following addresses:

**Regular Mail (West)**

Charles Schwab & Co., Inc.  
P.O. Box 982600  
El Paso, TX 79998-2600

**Regular Mail (East)**

Charles Schwab & Co., Inc.  
P.O. Box 628291  
Orlando, FL 32862-8291

**Overnight Mail (West)**

Charles Schwab & Co., Inc.  
1945 Northwestern Drive  
El Paso, TX 79912

**Overnight Mail (East)**

Charles Schwab & Co., Inc.  
1958 Summit Park Dr., Ste. 200  
Orlando, FL 32810

## Option Trading Rules

### Calls.

1. Underlying stock for listed calls may have contracts written against it in multiples of one call options contract per hundred shares, unless otherwise specified.
2. Securities purchased for covered call writing must be paid for by the standard two-day settlement date. Proceeds from the options will be credited to the investor's account, unless otherwise specified.
3. All underlying securities not already held in an account at Schwab must be delivered FREE AND IN GOOD DELIVERABLE FORM before covered calls may be written.
4. Covered call writing may be done against marginable securities held in an account, provided the account is in compliance with the Federal Reserve Board's Regulation "T" and Schwab's Margin and Short Account Rules.
5. Convertible or exchangeable securities may, in some cases, be available for covered call writing, at Schwab's discretion. Contact your Investment Advisor or Schwab for specific information.

### Puts.

1. A short put is considered covered when a put is written against stock sold short. Listed puts may be written against the underlying short stock in multiples of one put contract per hundred shares, unless otherwise specified.
2. A put is also covered when there is sufficient cash to cover the stock purchase if the put is assigned.
3. No additional margin will be required if a put is written against stock sold short if the margin requirements are met on the short stock.

### Qualified Spreads.

A "spread" involves being both the buyer and writer of the same type of option (puts or calls) on the same underlying interest, with the options having different exercise prices and/or expiration dates.

The purchased option is required to expire on the same or later expiration date than the option sold. When there is more than one possible way to pair available options in your Account, Schwab has the discretion to determine spread pairings. Schwab may pair options in a manner that does not produce the lowest possible margin requirements.

### Straddles and Combinations.

A "straddle" is an equal number of calls and puts purchased (or written) on the same security with the same strike price and same expiration. If the strike prices and/or the expiration differ, the order or position is defined as a "combination."

### Writing Uncovered Options.

Before placing an order to sell uncovered options on equities and narrow-based indices, \$25,000 in equity must be on deposit, and before placing an order to sell uncovered options on broad-based indices, \$25,000 in equity must be on deposit in your Schwab Account. In calculating equity, the market value of any security, bond or stock may be included and any existing debit balance must be subtracted. Premiums obtained from options writing will be applied against Schwab's equity requirements. The total equity requirement must be in the Account prior to entering the order. Funds in your money market portfolio or Schwab One® Account qualify as money in your brokerage account and are considered good equity. In addition, if you write an uncovered call options contract and are allocated an exercise of the option, you may be required to borrow shares in order to satisfy the delivery requirement of the options contract. In that event, you will be treated as if you had sold the shares short and may be subject to margin fees and stock loan fees.

### Payment and Settlement.

Unless the amount required for an options trade is met by one of the following methods, we may, at our discretion, decline to accept your order.

1. Cleared funds in Account;
2. Funds in our between-investment money market funds;
3. Making the trade versus executed market sell orders, or on the margin loan value of securities held in your Account in an adequate amount.

Funds may be wired to:  
Citibank, NA, New York, NY 10043  
ABA #021-000-089  
FBO Charles Schwab & Co., Inc.  
Acct. #40553953

For the account of: (the full title on your Schwab Account)

Account #: (your Schwab Account number)

Funds in your Schwab money market portfolio or Schwab One Account qualify as "money in your Schwab Account" for purposes of entering or opening an options transaction. Deposits, interest distributions, withdrawals and payments for options trades (if sufficient funds are available) are all calculated automatically if you participate in our money market fund or Schwab One Account. (If you would like an application for our money market fund or Schwab One Account, contact Schwab.)

### Assignments.

Short option assignments will be allocated among position holders on an automated random selection basis.

### OCC Disclosure Document.

Before trading options, read the booklet "Characteristics and Risks of Standardized Options" (the OCC Disclosure Document). A copy will be sent when your Account is approved for options trading.

### Manipulation of Auto-Execution Prohibited.

Most options exchanges have automated execution (Auto-ex) systems that provide rapid executions for retail-size market and marketable limit orders in listed options at the quoted bid or offer, up to a maximum number of contracts. This maximum number varies by options class and generally ranges between 20 and 100 contracts per order. Exchange rules prohibit investors from engaging in "order splitting," i.e., dividing a large order that is ineligible for Auto-ex because of its size into two or more smaller orders to make them eligible for Auto-ex treatment. Orders placed within less than 15 seconds of each other will be aggregated for purposes of evaluating whether impermissible order splitting has occurred. For example, if the option ABCDE had a maximum Auto-ex size of 50 contracts, it would be impermissible to divide a 100-contract order and enter two 50-contract orders contemporaneously for the purpose of receiving Auto-ex treatment. Orders of this type should be entered either for the full, undivided amount or more than 15 seconds apart.

Depending on the facts and circumstances, multiple orders placed more than 15 seconds apart may still be evaluated for order splitting if submitted for the purpose of obtaining Auto-ex treatment. SEC and Exchange rules regarding market manipulation and Auto-ex systems also prohibit investors from submitting orders into the limit-order book of an options exchange for the purpose of influencing the prices at which subsequent Auto-ex orders could be executed. (Typically, this is a limit order that improves the Exchange's quoted market.) For example, it may be manipulative for an investor to enter a limit order to buy a small number of options contracts at a price above the prevailing inside bid, and enter a contemporaneous Auto-ex order to sell a larger number of those options (which could be executed at the new, higher bid price set by the investor's own limit order). The order-splitting and manipulation prohibitions apply even when the orders are coming from multiple accounts if these accounts have a common beneficial owner. The prohibitions may also apply to orders in separate options series if these series are substantially similar. Violation of antimanipulation laws and Exchange Auto-ex rules could result in the imposition of criminal penalties, fines and other sanctions against you by regulatory agencies; the reversal of trades executed in violation of Exchange rules; and/or the removal of options trading privileges or closing of your Schwab Account(s).



**Option Equity Requirements\***

<b>Underlying Securities</b>	<b>Long Purchase</b>	<b>Uncovered</b>	<b>Spread<sup>†</sup></b>	<b>Short Straddle</b>
Equities & Narrow-Based Indexes	100% of cost, cash up-front	20% of the underlying security's market value, minus any out-of-the money amount, plus the current option premium (marked to the market). <b>Minimum:</b> The greater of \$25,000 equity, or the option premium plus 10% of the underlying security's market value (option premium plus 10% of the strike price for puts), or \$100 per contract.	100% of the long contract premium, plus: <b>Call Spread</b> —The value of the difference between the strike prices, if the exercise price of the long contract is greater than the exercise of the short contract. <b>Minimum:</b> \$2,000. <b>Put Spread</b> —The value of the difference between the strike prices, if the exercise price of the short contract is greater than the exercise of the long contract. <b>Minimum:</b> \$2,000.	The greater of the two uncovered contract requirements, plus the current option premium of the other contract (marked to the market). <b>Minimum:</b> \$25,000.
Broad-Based Indexes	100% of cost, cash up-front	15% of the underlying index, minus any out-of-the-money amount, plus the current option premium (marked to the market). <b>Minimum:</b> The greater of \$25,000 equity, or the option premium plus 10% of the underlying security's market value (option premium plus 10% of the strike price for puts), or \$100 per contract.	100% of the long contract premium, plus: <b>Call Spread</b> —The value of the difference between the strike prices, if the exercise price of the long contract is greater than the exercise of the short contract. <b>Minimum:</b> \$2,000. <b>Put Spread</b> —The value of the difference between the strike prices, if the exercise price of the short contract is greater than the exercise of the long contract. <b>Minimum:</b> \$2,000.	The greater of the two uncovered contract requirements, plus the current option premium of the other contract (marked to the market). <b>Minimum:</b> \$25,000.

\*Subject to change at any time by Schwab. To protect itself, Schwab may, at its discretion and without prior notice to you, revalue securities, reset requirements or adjust the inflated SMA (Special Memorandum Account) at any time.

†Schwab retains complete discretion to determine how to pair options that may constitute a qualified spread. See "Qualified Spreads."

**Options Agreement****Terms and Conditions.**

In consideration of our accepting your orders to trade options contracts for your Account referenced in Section 1 of the Options Trading and Margin Application ("Account"), you agree that the following terms and conditions apply to your Account, in addition to the other terms and conditions contained in the Schwab Account Agreement applicable to your Account.

**1. Risks of Option Trading.**

The purchase or writing of options contracts involves a high degree of risk and is not suitable for all investors.

By applying to add the options trading feature to your Account, you represent that you:

- Understand the risks inherent in options trading;
- Are financially able to withstand options trading losses, including the loss of your entire investment; and
- Have determined that options trading is suitable for you, considering your financial situation and investment objectives.

Neither Schwab nor its officers, employees or agents is authorized to give tax advice. You should consult a professional tax advisor regarding the tax effect of options transactions in your Account.

**2. Special Statement for Uncovered Option Writers.**

There are special risks associated with uncovered options writing that expose the investor to potentially significant loss. Therefore, this type of strategy may not be suitable for all investors approved for options transactions.

- a. Potential loss of uncovered call writing is unlimited. The writer of an uncovered call is in an extremely risky position and may incur large losses if the value of the underlying

instrument increases above the exercise price.

- b. As with writing uncovered calls, the risk of writing uncovered put options is substantial. The writer of an uncovered put option may incur large losses if the value of the underlying instrument declines below the exercise price.
- c. Uncovered options writing is thus suitable only for the knowledgeable investor who understands the risks, has the financial capacity and willingness to incur potentially substantial losses, and has sufficient liquid assets to meet applicable margin requirements. In this regard, if the value of the underlying instrument moves against an uncovered writer, we may request significant additional margin payments. If you do not make such margin payments, we may liquidate stock or options positions in your Account, at our discretion without prior notice, in accordance with your margin agreement.
- d. For combination writing, where the investor writes both a put and a call on the same underlying instrument, the potential risk is unlimited.
- e. If a secondary market in options were to become unavailable, investors could not engage in closing transactions, and an options writer would remain obligated until expiration or assignment.
- f. The writer of an American-style option is subject to being assigned at any time until the option expires. By contrast, the writer of a European-style option is subject to assignment only at expiration.

**NOTE:** It is expected that you will read the booklet entitled "Characteristics and Risks of Standardized Options." Direct your attention to the chapter entitled "Risks of Option Writers." This Statement is not intended to enumerate all

of the risks entailed in writing uncovered options.

**3. OCC Disclosure Document.**

When we approve your Account for options trading, we will give you the booklet "Characteristics and Risks of Standardized Options," published by the Options Clearing Corporation (the "OCC Disclosure Document"). You agree not to enter any orders for options transactions until you have read and understood the OCC Disclosure Document. Any information contained in the OCC Disclosure Document, including information regarding the federal income tax consequences of options transactions, is subject to change.

**4. Importance of Accuracy on Your Application.**

You represent that the information you've provided on the Options Trading and Margin Application is accurate. You agree to notify Schwab if there are important changes in the investment objectives or financial situation you have described in your application.

**5. Provision of Services.**

When we approve your Account for options trading, we will act as your broker to purchase, sell, assign, transfer, exercise, endorse, clear or otherwise handle puts, calls and other contracts relating to securities, securities-related indices and other underlying instruments. You agree that if you place orders for options trading in more than one market, we may use our discretion in selecting the market in which to enter your order in the absence of specific instructions from you.

**We may, at our discretion and without notice, restrict or prohibit options trading or certain types of options transactions or specific options transactions in your Account.**

**6. Payment.**

Options transactions are settled on the first business day after the day your order is executed. We may decline to accept your order





to purchase options contracts if there are not sufficient cleared funds (that is, funds on which no holds or other restrictions are imposed) available in your Account to pay the purchase price, if you do not have sufficient equity in your Account to meet applicable margin requirements, or for other reasons subject to our discretion. In all cases, options transactions must be settled on the first business day after the day your order is executed, and it is your responsibility to deposit necessary funds and maintain sufficient equity in the Account.

#### 7. Covered Option Transactions.

If you are approved for covered transactions only, you may sell call (put) option contracts when you hold in your Account a sufficient long (short) position in the securities underlying the contracts; purchase call (put) option contracts when you hold in your Account a sufficient short (long) position in the securities underlying the contracts; or sell put option contracts when you hold cash in your Account equal to the aggregate exercise value of the put contracts sold.

#### 8. Maintenance of Required Equity and Liquidation.

If you write options contracts, you agree to maintain equity collateral in your Account in accordance with the terms of the Account Agreement. If you do not maintain enough equity in your Account to secure your options obligations adequately, or if you do not satisfy, in a timely manner, any money or collateral call (relating to settlement of a trade or otherwise), we may (but are not required to), without prior notice, take any action with respect to and for your Account that we, in the reasonable exercise of our discretion, consider necessary for our protection.

These actions may include:

- Buying or selling short;
- Hedging existing security positions;
- Risking any or all securities underlying options purchased, endorsed or handled for your Account; **and/or**
- Buying or selling for your Account any options contract we consider necessary or appropriate. Our failure to take any of the above actions in any particular instance will not be considered a waiver of our right to take such actions in later instances. You agree to reimburse us for all expenses, fees, commissions or losses (including taxes and transfer and other fees) we incur as a result of such actions.

#### 9. Short Option Positions.

If you write a call options contract, you agree to honor all assignments by delivering to us the underlying securities in negotiable form or cash (in the case of index options) at the times prescribed by the securities exchanges and/or the Financial Industry Regulatory Authority. In the event the call option is uncovered, we will attempt to borrow the securities on your behalf. If we borrow the securities, you agree to pay any fees imposed by us for lending you the securities. If we cannot borrow securities, we may act as your agent to buy in such securities

at the current market price and deliver these securities or cash to fulfill your delivery commitment. We may exercise our discretion regarding the timing and manner of any such purchases. In case the following situations occur:

- You write a call options contract in a security that becomes subject to a reorganization transaction (such as a tender offer or other offer in which value is offered in exchange for or with respect to ownership of such security); **and**
- You are assigned an exercise notice on such contract; **and**
- You are unable to cover your obligation to deliver, either through delivery of the security to us, our borrowing the security on your behalf, or our buying in the position; **then**
- You agree to pay us the losses that we sustain as a result of your failure to deliver. If you write a put options contract, you agree to honor all exercise assignments in a timely manner. You agree to pay all expenses, fees, commissions and/or losses (including taxes) incurred as a result of the transactions described above.

In addition, at our discretion, we will pair options positions in the Account that constitute a spread position. You agree to accept the matching logic employed by Schwab to determine spread pairings, and you agree to maintain sufficient equity in your Account to meet the equity requirements that may result from such pairings as determined by Schwab in its discretion.

#### 10. Exercises.

If you exercise a long options contract, you agree to pay the full aggregate exercise price provided for by the options contract. We'll accept exercise instructions for same-day execution on business days prior to 4:00 p.m. Eastern time for index options contracts, and prior to 5:00 p.m. Eastern time for equity options contracts. We'll accept exercise instructions until 5:00 p.m. Eastern time on the last trading day of expiring options. The exercise of a put option is considered a short sale unless you have the underlying securities in your account. You acknowledge that the Options Clearing Corporation (OCC) and the national securities exchanges have established cutoff times for delivering exercise instructions. Your long options contracts may expire worthless if you do not deliver your instructions by the expiration time noted in the OCC Disclosure Document. We are not obligated to give you prior notice of options expiration dates, and you will have sole responsibility for taking action to exercise an options contract before the option expires.

However, if you hold in your Account long equity options contracts that are greater than or equal to \$0.01 in-the-money, and we do not receive exercise instructions from you on the last trading day of the option, we may, at our discretion (but are not required to), take action.

We may place a market order to sell the long options position at or before, in our discretion, market close on the last trading day of the

expiring option. We may instruct the OCC not to exercise valuable options. Or we may exercise valuable options contracts for your Account, and in the absence of instructions from you, new positions we create in this way may be closed out at the opening of the next business day.

In the case of long put options, we will only exercise those options if we are able to lend the securities to you for delivery, in which case you may be charged a fee that may change on a daily basis. By allowing us to exercise your put option on the last day of trading, you agree to pay any fees imposed for borrowing shares. An exercise of a put option will be considered a short sale of the underlying security. We may exercise for cash settlement long index options contracts that are any amount in-the-money. If you do not notify us to exercise a valuable options contract by the prescribed time and the right to exercise expires, you agree to waive, and to release us and our officers, employees and agents from, any and all claims of damage or loss, then or at a later time sustained, as a result of an options contract not being exercised.

#### 11. Assignments.

We allocate exercise assignment notices among customer short positions according to an automated procedure. This procedure randomly selects from among all customer short options positions (including positions established on the date of assignment) those contracts that are subject to exercise. All American-style short options positions are liable for assignment at any time. You acknowledge that the assignment process may result in multiple partial assignments and/or multiple transactions to fulfill a single assignment, and a separate commission charge will apply to each partial assignment or transaction needed to complete an assignment.

At your request, we will furnish you with a more detailed description of the automated assignment process.

#### 12. Position and Exercise Limits—Rules.

You agree that you will not, either acting individually or together with others, directly or indirectly:

- Hold or control any number of options contracts that exceed the position limitations, or
- Exercise a long position in any options contract that exceeds the exercise limitations, all as set from time to time by the exchanges or markets where such options contracts are traded.

We may, at our discretion and without prior notice, impose house options position limitations. All options trading activity in your Account will be conducted according to the constitutions, rules, regulations and usages of the Options Clearing Corporation, the Financial Industry Regulatory Authority and any applicable exchange and/or regulatory agency.



**13. Account Agreement.**

All options transactions will be conducted through your Account and are subject to the Account Agreement between you and Schwab. As used here, "Account Agreement" means: the terms and conditions stated in this Options Agreement; the applicable Schwab Account Application; the applicable Schwab Account Agreement; the Margin and Short Account Agreement; the Disclosure of Credit Terms and Policies; the Money Market Fund Agreement, if any; and any other written agreements between you and Schwab, all as amended from time to time.

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**Disclosure of Credit Terms and Policies**

The following Disclosure of Credit Terms and Policies is required by the Securities and Exchange Commission and is part of your Schwab Account Agreement. It describes the terms under which we extend credit and charge interest and how your obligations are secured by property in your Schwab Account.

**1. Interest Charges.**

We will charge interest on a daily basis on the credit we extend to you. The daily interest charges are calculated by multiplying your "daily adjusted debit balance" by the "daily margin interest rate." Generally speaking, your daily adjusted debit balance is the actual settled debit balance in your Margin and Short Account, increased by the value of securities held short and reduced by the amount of any settled credit balance carried in your Cash Account.

We calculate your daily adjusted debit balance each day by adjusting your previous day's balance by any debits and credits to your Account and by changes in the value of short positions. If your daily adjusted debit balance is reduced because you deposit a check or other item that is later returned to us unpaid, we may adjust your Account to reflect interest charges you have incurred.

We reserve the right to charge interest on debit balances in the Cash Account. Periodically, we will send you a comprehensive statement showing the activity in your Account, including applicable interest charges, interest rates and adjusted daily debit balances.

**2. Daily Margin Interest Rate.**

The "daily margin interest rate" is based on a 360-day year. It is calculated for each day by dividing the applicable margin interest rate by 360. Note that the use of a 360-day year results in a higher effective rate of interest than if a year of 365 days were used. The applicable margin interest rate is set at an offset from Schwab's Base Rate according to a tiered interest schedule based on your margin debit balance. We set the Base Rate at our discretion with reference to commercially recognized interest rates, industry conditions relating to the extension of margin credit, and general credit market conditions. To obtain the interest schedule, refer to your Account Agreement, or call us at 1-877-870-7317. The current Base Rate is also available by calling 1-877-870-7317.

Your margin interest rate will be adjusted automatically and without notice to reflect any change in the Base Rate. If your interest rate increases for any reason other than a change in the Base Rate, we will give you written notice at least 30 days prior to that change.

**3. Compounding Interest Charges.**

We compound interest on a daily basis. Interest charges will accrue to your Account each day. We will include the charges in the next day's

opening debit balance and charge interest accordingly. The interest rates described in Section 2 above do not reflect compounding of unpaid interest charges; the effective interest rate, taking into effect such compounding, will be higher.

**4. Initial Margin Requirements.**

The Federal Reserve Board and various stock exchanges determine margin loan rules and regulations. We will not extend credit unless your equity in the Securities and Other Property in your Margin and Short Account is at least \$2,000, or such greater amount as may be required by applicable rules or regulations or by our house policies.

The maximum amount we currently may loan for common stock (equity) securities is 50% of the value of marginable securities purchased in your Margin and Short Account; different requirements apply to nonequity securities, such as bonds or options. If the market value of stock held as collateral increases after you have met the initial margin requirements, your available credit may increase proportionately. Conversely, if the market value decreases, your available credit may proportionately decrease.

Initial margin requirements may change without prior notice. We may impose anytime and without prior notice more stringent requirements on positions that in our sole discretion involve higher levels of risk; for example, higher limits may apply for thinly traded, speculative or volatile securities, or for concentrated positions of securities.

You may purchase only certain securities on margin or use them as collateral in your Margin and Short Account. Most stocks traded on national securities exchanges, and some over-the-counter (OTC) securities, are marginable. At our discretion, we reserve the right not to extend credit on any security.

If the market value of a security drops below Schwab's per-share minimum, the margin maintenance requirement will be 100%. Please contact your Investment Advisor or call us at 1-877-870-7317 for Schwab's current margin requirements.

**5. Margin Maintenance Requirements.**

You must maintain a minimum amount of equity in your Account to collateralize your outstanding loans and other obligations. Margin maintenance requirements are set:

- By the rules and regulations of the NASD and other regulatory agencies under whose jurisdiction we are subject; **and**
- According to our sole discretion and judgment. Margin maintenance requirements may change without prior notice.

We may issue a "margin call" (that is, a notification to deposit additional collateral) if your Account equity falls below the margin maintenance requirement. This can happen for

various reasons. The most common reason is a decrease in the value of long securities held as collateral or an increase in the value of securities held short.

As a general guideline and when it is practicable to do so, we may (but are not required to) issue a margin call when the equity in your Margin and Short Account falls below Schwab's minimum maintenance requirement. The amount of additional collateral we require usually is an amount sufficient to raise your equity to Schwab's minimum maintenance requirement.

Please contact your Investment Advisor or call us at 1-877-870-7317 for Schwab's current margin requirements.

We retain absolute discretion to determine whether, when and in what amounts we will require additional collateral. In some situations, we may find it necessary to require a higher level of equity in your Account. For example, we may require additional collateral if an Account contains:

- Only one security or a large concentration of one or more securities; **or**
- Low-priced, thinly traded or volatile securities; **or**
- Low minimum liquidating account net worth; **or if**
- Some of your collateral is or becomes restricted or non-negotiable or non-marginable.

We also may consider market conditions and your financial resources.

**6. Short Option Positions.**

If you hold put or call options contracts deemed by us to be uncovered, your Account is subject to both initial margin and margin maintenance requirements. For more detailed information on how Schwab calculates these equity requirements, contact us at 1-877-870-7317.

**7. Short Sales.**

A short sale is a margin transaction subject to initial margin and margin maintenance requirements. In most cases, the initial equity requirement for the short sale of an equity security is 150% of the sales proceeds of the security, plus commissions. Proceeds obtained from the short sale will be applied against the initial margin equity requirement and posted as collateral with the lender of the securities. Equity securities selling for \$5.00 or less and odd lots usually may not be sold short. Different requirements apply to nonequity securities. In addition to margin, you may be charged fees for borrowing securities that are delivered in connection with the short sale.

Generally, current margin maintenance rules require you to maintain equity in your Account equal to at least Schwab's minimum maintenance requirement for the market value of each stock "short" in your Account. Please



contact your Investment Advisor for Schwab's current margin requirements. The value of securities held short in your Account is "marked to the market" each day.

Increases in the market value will increase your daily adjusted debit balance (on which interest is charged) by the same amount, while decreases in the market value will decrease your daily adjusted debit balance by the same amount.

As a result of increases in your daily adjusted debit balance, the collateral held in your Account may become insufficient. Short sale proceeds are part of the collateral securing our loan of the security to you, and you may not withdraw these proceeds from your Account. You are liable for all dividends paid on securities you have borrowed for the purpose of short sales.

For our protection, we may, at our discretion and without notice, immediately cover your short security positions by purchasing for your Account securities to replace those sold short.

We may cover your position because:

- The lender of the securities recalls them;
- We anticipate an inability to borrow or reborrow these securities; or
- For any other reason.

If several Accounts hold short positions in a security and not all of the positions are to be covered, we may select the positions to be covered on a random basis.

In covering a short position, we may, at our discretion, purchase securities for your Account either on a normal settlement, next-day or cash settlement basis. The price of securities purchased on a next-day or cash settlement basis is usually higher than that of those purchased on a normal settlement basis. The price of covering the short position may be higher than the price at which you sold short; therefore, you may sustain a loss on that transaction.

You are liable for commissions and other costs of short sale transactions and for any debit balance that remains after we cover or close out a short position.

When we borrow securities for your Account, we are obligated to return the securities to the lender on demand. If you are unable to cover a short position (either through delivery of the security or through our "buying in" your position) in enough time for us to deliver the security to its lender, you agree to pay us for the losses we sustain as a result of the failure to deliver. For instance, if you have a short position in a security that is subject to a tender offer and you are unable to cover the position in time for us to deliver the security to its lender, we may hold you responsible for the economic value of the tender offer.

## 8. Liens and Liquidation.

At our election, all debit balances in your Account, including those resulting from extensions of margin credit, will be immediately due and payable. In the Account Agreement, you

granted us a lien on all Securities and Other Property held or maintained for any purpose, including safekeeping, in your Schwab Account or in any other present or future non-retirement Schwab Account in which you have an interest, regardless of whether there are other Account Holders on any of the accounts. This lien secures the full performance of obligations owed to us by you or any Additional Account Holder of your Schwab Account, whether those obligations are incurred in connection with your Schwab Account or any other non-retirement account with us, and extends to property that may not be acceptable as margin collateral under Federal Reserve Board regulations.

If your equity falls below the applicable maintenance requirement, we may (but are not obligated to) notify you by mail, telegram, telephone, or electronic or other means of a margin call for an amount sufficient to bring your Account up to the equity level we require. Margin calls require prompt delivery according to our instructions of either additional funds or acceptable securities. Failure to make a required deposit may result in the liquidation of part or all of the Securities and Other Property in your Account.

**Notwithstanding any verbal communications between you and us, we reserve the right to liquidate anytime if the equity in your Account falls below Schwab's minimum requirements.**

You will continue to be held liable on demand for any debit balance remaining after liquidation of assets in your Account. It may not be possible to notify you of a margin call or allow any time to deposit additional collateral. Therefore, **we reserve the right to initiate immediate liquidation procedures without notice.**

You are responsible for monitoring the status of your Account, for ensuring that sufficient collateral is maintained in the Account and for liquidating positions to minimize losses. Any action we take or do not take to issue a margin call or liquidate collateral is undertaken solely to protect our interest as a creditor. You agree that we do not have any responsibility to issue a margin call, to liquidate positions in your Account, or to select the securities to be liquidated or the manner or timing of the liquidation in order to prevent or minimize losses to you.

## 9. Verification.

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

## Margin and Short Account Agreement Terms and Conditions

When you buy securities on margin, or enter into short sales or short options, you are borrowing money from Schwab for part of your

transactions. All securities and other assets in your Schwab Accounts are pledged as collateral to secure this loan. These margin transactions are riskier and involve the possibility of greater loss than transactions in which you are not borrowing money. If the value of your securities and other assets falls, you may be required to deposit more assets (a "margin call") to secure your loan or your securities, and other assets may be sold to pay down or pay off your loan without prior notice and at a loss or at lower prices than under other circumstances.

You agree to carefully consider your own financial condition, tolerance for risk and investment objectives, as well as market conditions, before you decide to use margin credit or short account features. By applying for a Margin and Short Account and/or placing an order on margin, you acknowledge that you have carefully considered all of these factors, along with the terms of the margin agreement, and have decided that margin financing is appropriate for you.

### 1. Payment for Transactions.

You agree that you are responsible for paying for all transactions you make and all authorized transactions in your Margin and Short Account.

When you purchase securities on margin, you agree to deposit the required initial equity by the settlement date and to maintain your equity at the required levels. However, Schwab reserves the right to liquidate at any time (including on or before settlement date) depending on market conditions. In addition, you agree to pay any debit remaining in your Account if your positions are liquidated to satisfy a margin call. We may extend credit to you according to applicable laws and regulations and our Disclosure of Credit Terms and Policies. You agree to use this credit primarily for business and investment purposes.

### 2. Disclosure of Credit Terms and Policies.

All transactions in the Margin and Short Account are subject to our Disclosure of Credit Terms and Policies. You agree not to enter an order in your Margin and Short Account until you have read and understood the Disclosure of Credit Terms and Policies.

### 3. Maintenance of Collateral.

You agree to maintain in your Margin and Short Account collateral of the type and amount required by:

- Applicable Exchange rules and federal regulations,
- Our Disclosure of Credit Terms and Policies, or
- Schwab, at our discretion.

### 4. Liquidation.

Whenever it is necessary for our protection or to satisfy a margin call, deficiency, debit or other obligation owed us, we may (but are not required to) sell, assign and deliver all or any part of the Securities and Other Property securing your obligations, or close any or all transactions in your Schwab Account.



It is our policy to attempt to contact you, when practicable, before taking any action described in this section. However, we reserve the right to take any such action without prior notice or demand for additional collateral, and free of any right of redemption. Any prior demand, call or notice will not be considered a waiver of our right to sell or buy without demand, call or notice.

We may choose which Securities or Other 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 judgment. You agree not to hold us liable for the choice of which Securities or Other Property to buy or sell, or of which transactions to close, or for the timing or manner of the liquidation.

We may transfer Securities and Other Property from any brokerage account in which you have an interest to any other brokerage account 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.

We are entitled to exercise the rights described in this section in our sole discretion, including whenever any of the following occurs:

- The equity level in your Account falls below required minimums;
- A petition of bankruptcy or for the appointment of a receiver is filed by or against you;
- An attachment is levied against any of your brokerage Accounts with us;
- You die or become incapacitated or incompetent; **or**
- Your Schwab Account is closed.

#### 5. Short Sales.

You agree to designate a sell order as a short sale if, at the time you place the order, you either do not own the security being sold or are unable to deliver the security in a timely manner. You agree that short sale transactions are subject to certain regulatory rules and cannot be executed under certain market conditions. In addition, depending on market conditions, Schwab cannot guarantee that it will have shares available to facilitate a short sale.

Schwab may charge you a fee, which may change daily, for borrowing securities. Before you submit a short sale order, you will be notified of the current cost of borrowing those shares. By submitting the order, you will have agreed to pay the charge for borrowing the shares as it may change on a daily basis for as long as you hold the short position.

You agree that we may, **at our discretion and without notice**, "buy in" securities to cover any short security position in your Account at your

expense. We may take this action either on a regular settlement, cash or next-day settlement basis.

If you are unable to cover a short security position (either through delivery of the security or through our "buying-in" the security) in enough time so we can deliver the security to its lender (to whom we're obligated), you agree to reimburse us for the losses we sustain as a result of your failure to deliver the security.

#### 6. Interest on Debit Balances.

We will charge interest on your debit balance according to our Disclosure of Credit Terms and Policies. We post accrued but unpaid interest charges to your Account each month. We compound the interest as described in our Disclosure of Credit Terms and Policies.

#### 7. Pledge of Securities and Other Property.

We may pledge, repledge, hypothecate or rehypothecate, either separately or together with Securities of other customers, all Securities and Other Property that you, now or in the future, carry, hold or maintain in your Margin and Short Account. The value of the Securities and Other Property we pledge or repledge may be greater than the amount you owe us, and we are not obligated to retain in our possession and control for delivery the same amount of similar Securities and Other Property.

#### 8. Loan Consent.

You agree that Securities and Other 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 Securities and Other Property lent. You understand that for Securities and Other Property that are lent by Schwab, the dividends paid on such Securities and Other Property will go to the borrower. 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.

#### 9. Account Agreement.

All transactions in your Margin and Short Account are subject to the Account Agreement in its entirety and any other written agreements between you and Schwab, all as amended from time to time.



# Certification of Trust

**Client Copy - This Certification sets forth the Trustees' representations and warranties regarding their authority under the Trust. Please retain for your files.**

## **Certification of Trust**

By signing the Application, each Trustee represents and warrants that Charles Schwab & Co., Inc. ("Schwab") is authorized, as a brokerage firm, to open and maintain the Account on behalf of the Trust identified in this Application (the "Trust") in accordance with the account agreements applicable to this Account, including without limitation the authority to accept, hold and deliver assets belonging to the Trust, and to accept orders and other instructions relating to the Trust from the Trustees. The Trustees represent, warrant and certify that either the Trust or applicable law grants the Trustees the power to delegate to others (such as a financial advisor) the authority to give trading instructions with respect to the Account. The Trustees represent, warrant and certify that the Trust expressly grants them the power to buy, sell (including short sales), exchange, convert, tender, redeem and withdraw assets (including delivery of assets to and from the Account and delivery of assets to a Trustee personally), and, if the Margin Borrowing feature is not declined, to trade securities on margin or otherwise (including the purchase and/or sale of options contracts) for and at the risk of the Trust and to grant authority to a brokerage firm, acting as principal or otherwise, to pledge, repledge, hypothecate or rehypothecate assets of the Trust. **The Trustees agree to decline the Margin Borrowing feature if such authorizations for borrowing are not contained in the Trust. Note: Additional documents are required to add someone as a Power of Attorney. In order to trade options in a Trust Account through Schwab, the Trust must meet certain financial requirements, and the Trustee(s) must meet certain investment experience requirements and complete a separate Schwab Options Trading and Margin Application. Clients residing in the European Union are not eligible for margin. In addition, clients residing in Europe, including residents of the U.K., are restricted from using their available margin loan value to withdraw funds from their accounts.**

The Trustee(s) represent, warrant and certify that either (1) the Trust expressly authorizes that each Trustee, if more than one, is authorized to act individually, independently and without the consent of the other Trustees; or (2) the Trustees (if more than one) have consented to each Trustee acting individually, independently and without the consent of the other Trustees with respect to the Account and that such delegation of authority is expressly authorized by the Trust and applicable law. The Trustees agree that any notice sent to one

Trustee will constitute notice to all Trustees. Schwab, in its sole discretion and for its sole protection, may require the written consent of any or all Trustees prior to acting upon the instructions of any Trustee.

The Trustees represent, warrant and certify that neither they nor the Trust impose any obligation upon Schwab for determining the purpose or propriety (i) of any instructions received from any Trustee or (ii) of payments or deliveries to or among Trustees.

By signing this Application, each Trustee further represents, warrants and certifies that there are no other currently acting Trustee(s) of the Trust other than those signing below. Should only one person execute this Application, it is a representation that the signer is the sole current acting Trustee. Finally, the Trustees represent, warrant and certify that the Trust has not been revoked, modified or amended in any manner which would cause the representations contained in this Certification to be incorrect. Each Trustee agrees to notify Schwab immediately in writing of any change that would cause this Certification to become incorrect or incomplete.

Each Trustee hereby, jointly and severally, in both personal and representative capacities, agrees to indemnify Schwab, its affiliates, officers, directors, employees and agents from, and to hold such persons harmless against, any claims, judgments, surcharges, settlements or other liabilities or costs of defense or settlement (including investigative and attorneys' fees) arising out of or related to any act or omission to act by any Trustee with respect to the Account.

The representations and obligations stated in this Certification will survive the termination of the Account.



# Margin Disclosure Statement

[www.schwab.com](http://www.schwab.com) | 1-800-435-4000 (inside the U.S.) [international.schwab.com](http://international.schwab.com) | +1-415-667-8400 (outside the U.S.)

- 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.
- When using margin, please keep these important rules and conditions in mind.
- 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. The Account Agreement will be provided to you after account opening or you can access it at any time on our website or by calling us. Please read this important document before opening a margin account.
- For questions regarding margin borrowing, please contact us at the numbers listed above. For clients of independent investment advisors, please call your advisor directly or call Schwab Alliance at 1-800-515-2157.

When considering a margin loan, you should determine how the use of margin fits your own investment philosophy. It is important that you fully understand the risks, rules, and requirements involved in trading securities on margin.

The following paragraphs highlight some of the 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 can 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.**

When you buy securities on margin, you are borrowing money from Schwab for part of your transactions. Securities and other assets in your Schwab account(s) are pledged as collateral to secure this loan. These margin transactions are riskier and involve the possibility of greater loss than transactions where you are not borrowing money. 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 can 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's "house" initial and maintenance margin requirements may exceed those established by the Federal Reserve Board and/or the Financial Industry Regulatory Authority, Inc. Please call Schwab for current margin requirements.

Schwab retains the right to change its initial margin requirements at any time and without prior notice. We may also impose anytime and without prior notice more stringent requirements on positions that in our sole

discretion involve higher levels of risk; for example, higher limits may apply for thinly traded, speculative or volatile securities, or concentrated positions of securities.

## **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 can 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.

Schwab retains absolute discretion to determine whether, when and in what amounts we will require additional collateral. For example, we can require additional collateral if an account contains only one security or a large concentration of one or more securities; or low-priced, thinly traded or volatile securities; or if some of your collateral is or becomes restricted or non-negotiable or non-marginable. We may also consider market conditions, your financial resources, or other factors deemed by us to be relevant given the circumstances at the time.

## **You are not entitled to an extension of time on a margin call.**

While an extension of time to meet margin requirements might 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). This payment 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 identified on customer statements as a "Schwab substitute income credit." However, when Schwab can identify that a dividend is nonqualified, we will not credit your account with this additional payment.

- 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."

