

Historical Data Site User's Agreement

This Historical Data Site (the "Site") is provided by Charles Schwab & Co., Inc. ("Schwab"), as the transferee of the securities accounts and assets of the former broker-dealer optionsXpress, Inc. ("optionsXpress") and Charles Schwab Futures, Inc. ("Schwab Futures"), formerly known as optionsXpress (together, "we," "us" or "our"). The Site is intended for use by the clients of optionsXpress in order that they may have electronic access to the historical account statements, realized gain/loss analysis for trades which were fully consummated at optionsXpress, trade confirmations and tax statements and any and all other information concerning their former optionsXpress securities and futures account(s) which we, in our sole discretion, elect to display on the Site (together, the "Historical Data"). For purposes of this Agreement, Historical Data is defined as information created or relating to transactions consummated at optionsXpress through the transfer of the optionsXpress securities accounts to Schwab. This Historical Data Site User's Agreement (the "Agreement") governs your use of this Site and your accessing the Site constitutes your acceptance of this Agreement. Since the Historical Data has previously been delivered to you in compliance with all applicable regulations, you should understand that our maintenance of this Site is done as a convenience for you and we reserve our rights to change the terms of this Agreement and to discontinue access to this Site at any time and for any reason. It is anticipated that all access to the Site will be discontinued on some as-yet undetermined date in late 2018. To the extent that you wish to access the Historical Data beyond that point in time, you should either download or print out the relevant files or contact a Schwab or Schwab Futures representative for access.

1. Consent to Electronic Delivery of Records and Regulatory Information

The following terms and conditions apply to the delivery, receipt and review of Historical Data delivered to you in electronic format. By your continued use of our electronic delivery of confirmations and other account information, you consent to the terms contained herein, and as they may be updated from time to time and posted on our site.

Consent to Electronically Delivered Official Notices

You hereby consent to receiving all notices, communications and other information from us regarding your Historical Data. This information may be provided via an online posting to the Site, email, secure message posted to your online account, file transfer protocol, CD-ROM or otherwise. Furthermore, you authorize us to deliver information to you by sending you a notice that directs you to a website that contains the information and from which it can be read and printed. You agree that the sending of the notice by us will constitute good and effective delivery of the information to you, regardless of whether you actually access the website containing the information. You acknowledge that you may incur expenses (such as online service provider charges) associated with your use of the Site and agree that you will be solely responsible for all such expenses. By specifically consenting to electronic delivery you are giving your informed consent to electronic delivery of all Account Notices (defined below), other than those you have specifically requested be delivered in paper form. "Account Notices" mean all past account statements, trade confirmations, notices, disclosures, regulatory (binding or official) communications (including privacy notices) and other information, documents, data and records regarding your former optionsXpress securities account and (if applicable) your optionsXpress futures account, as well as any information delivered or provided to you by us or other parties in connection with your Account when such electronic delivery is available. This consent will be effective immediately and will remain in effect unless and until either you or we revoke such consent. You understand that it may take up to 3 days to process a revocation of consent to electronic delivery, and you may receive electronic notifications in the interim.

- *You Receive Both Binding and Non-binding Information.*

You acknowledge that we deliver both binding and nonbinding communications to you regarding your Account. We use our best efforts to identify each communication as either binding (also described as “Account Notices”) or nonbinding. Despite the nature or method of conveying this information, you are responsible for reporting any discrepancies in a timely manner.

- *You Are Responsible for Reviewing All Notices.*

You represent that you will access or download the relevant documents or information promptly. It is your responsibility to review, all confirmations, statements, notices and other communications, including but not limited to confirmations, statements, and tax notices whether delivered to you by U.S. mail, by email or by other electronic means. All information contained therein shall be binding upon you, if you do not object, either in writing or via electronic mail, within 10 days after any such document is sent to you. In all cases, we reserve the right to determine the validity of your objection to the transaction. Notices and other communications may also be provided to you verbally, by mail or electronically or left for you on voicemail, or otherwise, and shall be deemed to have been delivered to you when sent, whether actually received or not.

- *Revocation of Consent.*

You may revoke your consent to electronic delivery of Account Notices anytime, subject to the terms of this Agreement, by notifying us in writing of your intention to do so. You should understand that revocation of your consent to Electronic Delivery will effectively terminate your access to the Site and your online Historical Data. Such revocation is not effective until we have had reasonable time to act on such notice. Until we have received and had reasonable time to act on any notice of a change, we may continue to send information to your previous email address, IP address, facsimile number or other electronic address, and any such information will be deemed to have been delivered to you, whether or not you have actually received it. You have the right to request paper delivery of any Account Notices that the law requires us to provide to you in paper form. However, you understand that if you revoke or restrict your consent to electronic delivery of Account Notices or request paper delivery, at our sole discretion, we may charge a reasonable service fee for the delivery of Account Notices that would otherwise be delivered electronically, restrict or terminate access to the electronically delivered Account Notice service. Since the Historical Data has previously been delivered to you in compliance with all applicable regulations and the maintenance of this Site is a convenience for our former clients, we are not obligated to deliver paper copies of information otherwise available via the Site. Upon request to a representative, however, we may in our sole discretion provide you with paper copies of your Historical Data, to the extent feasible. Should you wish to discontinue access to the Site for some reason, you should consider downloading the data or printing out paper copies while you still have access. Neither your revocation or restriction of consent will affect the legal effectiveness or validity of any electronic communication provided while your consent was in effect.

- *Waiver of U.S. Mailed Delivery of Notices.*

By consenting to electronic delivery of binding communications, including confirmations and statements, you agree to the termination of distribution of such notices by U.S. Mail. You agree that we fulfill our legal obligation to deliver to you any such document if sent via electronic delivery. Documents sent by electronic delivery will contain all the information as it appears in the printed hardcopy version as prepared and distributed by the originator, with possible changes to format and with the possible exception of graphic insertions such as photographs or logotypes. Electronic delivery may be in the form of an email, an electronic mail attachment, or in the form of an available download from the Site.

- *Your Responsibility to Notify Us of Changes.*

You will promptly notify us in writing of any change in your email address, IP address, facsimile number or any other electronic delivery address agreed between you and us. You may provide notice of a change in your electronic delivery address by giving written notice to us. Until we have received and had a reasonable time to act on any notice of a change, we may continue to send information to your previous email address, IP address, facsimile number or other electronic address, and any such information will be deemed to have been delivered to you, whether or not you have actually received it.

- *You Must Notify Us If You Cannot Receive Electronically Delivered Documents.*

Emails on rare occasions may fail to transmit properly. Regardless of whether you receive an email notification, you agree to check the Site regularly for up-to-date information and to avoid missing time-sensitive information. Should you experience any difficulty opening a document electronically delivered by us, you will promptly notify us in order to allow us to make the required delivery by other means or otherwise amend delivery. Failure to advise us of such difficulty within 48 hours after delivery shall serve as an affirmation that you were able to receive and open said document.

- *Hardware or Software Requirements Needed to Access Electronic Records.*

You understand that to receive electronic delivery of notifications, you must have Internet access, a valid email address, the ability to download such applications as we may specify and to which users must access and a printer or other device to download and print or save any information you may wish to retain. Potential costs associated with electronic access to your Account and with Account Communications include charges from Internet access providers and telephone companies. We do not charge additional online access fees for receiving electronic delivery of Account Notices.

2. Financial Market Information; No Warranty

Financial Information—This website may contain certain financial and tax analytical tools, including, without limitation, GainsKeeper®, that has been independently provided by certain Third Party Service Providers (the “Service Providers”). We do not guarantee or certify the accuracy or completeness of the information or services made available through these Service Providers. You agree that neither Schwab, Schwab Futures, nor the Service Providers shall be liable in any way for the accuracy or completeness of such information or services, or for any decision made or action taken by you relying upon such information or services. You further agree that neither Schwab nor the Service Providers will be liable in any way for the interruption of any data, Information or other aspect of the information or services made available via this website.

Hyperlinks—We may make available links from this website to other, third-party sites or electronic services providers that are not affiliated with us. We do not control these other sites or services, and we make no representations or endorsements whatsoever concerning those sites or services. The fact that we have provided a link to a site is not an endorsement, authorization, sponsorship, or affiliation with respect to such site, its owners, or its providers. There are risks in using any information, software, service or product found on the Internet, and we caution you to make sure you understand these risks before retrieving, using, relying upon, or purchasing anything via the Internet. You agree that under no circumstances will you hold us liable for any loss or damage caused by use of or reliance on any content, goods or services available on other sites.

Disclaimer of Warranties—There is no warranty of merchantability, no warranty of fitness for a particular use and no warranty of non-infringement for any information or services provided by or

through the Service Providers. There is no other warranty of any kind, express or implied, regarding the services provided by or through the Service Providers.

3. Limitations of Liability and Damages

Schwab, Schwab Futures, the Service Providers, and any other person involved in transmitting information posted or available on or through this website will not be liable under any circumstances for any consequential, incidental, special or indirect damages even if you advise them of the possibility of such damages. This includes, but is not limited to, claims for lost profits, trading losses and damages that may result from the use, inconvenience, delay or loss of use of any information available on or through this website. As a condition to accessing or receiving the information on or through this website, you expressly agree to waive any claim you may have against Schwab, Schwab Futures the Service Providers, and any other person involved in transmitting information posted or available on or through this website.

By accessing or receiving Information, you agree that the liability of Schwab, Schwab Futures, the Service Providers, and any other person involved in transmitting information posted or available on or through this website arising out of any legal claim (whether in contract, tort or otherwise) in any way connected with Schwab or Schwab Futures will not exceed the amount you originally paid for the services provided on or through this website.

Some jurisdictions do not allow limitations on how long implied warranties last, the exclusion or limitation of incidental or consequential damages or the exclusion of certain implied warranties, so that these disclaimers and limitations may not apply to you. This agreement gives you specific legal rights. You may also have other rights which vary from jurisdiction to jurisdiction.

No Liability for Events Outside of Entities' Direct Control—Schwab, Schwab Futures, the Service Providers, and any other person involved in transmitting information posted or available on or through this website will not be liable for any loss that results from a cause over which that entity does not have direct control. Such causes include, but are not limited to: (1) the failure of electronic or mechanical equipment or communication lines; (2) telephone or other interconnect problems; (3) bugs, errors, configuration problems or the incompatibility of computer hardware or software; (4) the failure or unavailability of Internet access; (5) problems with Internet service providers or other equipment or services relating to your computer or network; (6) problems with intermediate computer or communications networks or facilities; (7) problems with data transmission facilities or your telephone, cable or wireless service; or (8) unauthorized access, theft, operator errors, severe weather, earthquakes, other natural disasters or labor disputes. Schwab is also not responsible for any damage to your computer, software, modem, telephone, wireless device or other property resulting in any way from your use of this website.

4. Arbitration (for securities accounts only)

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 Account Agreement contains a predispute arbitration clause. By signing an arbitration agreement, the parties agree as follows:

- All parties to this Agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.
- Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.

- The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
- The arbitrators do not have to explain the reason(s) for their award unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 20 days prior to the first scheduled hearing date.
- The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
- The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.
- The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this Agreement. No person shall bring a putative or certified class action to arbitration, nor seek to enforce any predispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until:
 1. the class certification is denied;
 2. the class is decertified; or
 3. the customer is excluded from the class by the court.

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

Arbitration Agreement

Any controversy or claim arising out of or relating to this Agreement, an instruction or authorization provided to us related to the Site or the Historical Data or the breach of the Agreement, instructions, or authorizations, including any controversy over the arbitrability of a dispute, will be settled by arbitration. This arbitration agreement will be binding upon and inure to the benefit of the parties hereto and their respective representatives, attorneys-in-fact, heirs, successors, assigns and any other persons having or claiming to have a legal or beneficial interest in the Account, including court-appointed trustees and receivers.

This arbitration agreement will also inure to the benefit of third-party service providers that assist using providing Services relating to the Site ("Third-Party Service Providers") and such Third-Party Service Providers are deemed to be third-party beneficiaries of this arbitration 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"). Any party may initiate arbitration by filing a written claim with FINRA. If arbitration before FINRA 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 arbitrators to resolve any and all disputes or controversies between or among the parties. Each party shall bear its own initial arbitration costs, which are determined by the rules and regulations of the arbitration forum. In the event of financial hardship, the arbitration forum may waive certain costs in accordance with such rules. At the conclusion of the hearing, the arbitrators will decide how to assess the costs of the arbitration among the parties. Any award the arbitrator makes shall be final and binding,

and judgment on it may be entered in any court having jurisdiction. This arbitration agreement shall be enforced and interpreted exclusively in accordance with applicable federal laws of the United States, including the Federal Arbitration Act. Any costs, fees or taxes involved in enforcing the award shall be fully assessed against and paid by the party resisting enforcement of said award. For FINRA arbitrations, FINRA will appoint a single public arbitrator in customer cases decided by one arbitrator. In customer cases decided by three arbitrators, investors have the option of choosing an arbitration panel with two public arbitrators and one non-public arbitrator (Majority-Public Panel Rule) or a panel of all public arbitrators (Optional All-Public Panel Rule). If the customer declines to elect a panel selection method in writing by the applicable deadline, the Majority-Public Panel Rule for selecting arbitrators will apply. All notices from one party to the other involving arbitration shall be considered to have been fully given when so served, mailed by first-class, certified or registered mail, or otherwise given by other commercially accepted medium of written notification. In addition to the above provisions, if a party to this Agreement is or becomes a non-U.S. resident at the time of any controversy subject to this arbitration agreement, such party acknowledges and agrees to the following additional provisions: (1) The rules of the organization administering the arbitration specifically provide for the formal designation of the place at which the arbitration is to be held. (2) Entering into this Agreement constitutes consent to submit to the personal jurisdiction of the courts of the state of Illinois, 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.

Arbitration for Futures Accountholders:

Arbitration terms for your futures account are governed by your separate, optional Arbitration Agreement with Schwab Futures, if applicable.

5. Governing Law

This Agreement shall be governed by the law (but not the choice of law doctrines) of the state of Illinois. This is the case regardless of whether you reside or transacted business with optionsXpress in Illinois or elsewhere, except that the Section entitled "Arbitration" shall be governed by the Federal Arbitration Act.

Your consent to the electronic delivery of records as referenced above also applies to future notifications and delivery of records relating to this Site and/or your former optionsXpress account, including, without limitation, any tax-related filings or Internal Revenue Service forms for 2017.

You acknowledge that neither Schwab, Schwab Futures nor optionsXpress gives legal advice or tax advice, and the delivery of any tax-related forms or filings does not constitute the provision of legal or tax advice. For tax-related assistance, you agree to consult your own tax or legal advisor.