



# Power of Attorney for Charles Schwab Australia Futures Accounts

FUTURES

**Questions?**  
Call Customer Service at  
**1-877-280-6040**

In addition to completing this power of attorney authorization ("POA") form, the Account Holder ("Account Holder") must submit to Charles Schwab Futures, Inc. ("Schwab Futures") the items detailed in the "Regarding Agents" section below. Please note that there are different documentation requirements depending on whether you are adding an Agent to a U.S. account or a non-U.S. account and, for non-U.S. Accounts, whether the Agent is a U.S. resident or not.

Please submit the completed, signed and notarized form (both the Account Holder and Agent must sign), to:

Return completed >  
documents

**Mailing Address:**  
Charles Schwab & Co., Inc.  
P.O. Box 982601  
El Paso, TX 79998-2601

## Important Information to Know Before Executing This POA Form

### Regarding the Power of Attorney:

1. You have the right to revoke or terminate this POA and the authority granted hereby at any time by terminating this POA in writing to Schwab Futures at its business address.
2. This POA form applies only to the account specified below.
3. This form cannot be used for a Durable Power of Attorney. Consequently, the Agent's authority will expire upon the subsequent mental disability, incompetence, incapacity or death of the Account Holder.
4. In order to accept a POA application for a trust account, Schwab Futures requires photocopies of the following pages from the trust document:
  - Title pages containing the name and date of the trust, the trustor(s) and trustee(s);
  - Signature page(s); and
  - Pages setting forth the trustees' authority to delegate powers and appoint agents.
5. Any Agent on a Schwab Futures account must also have either an LPOA or Full Power of Attorney ("FPOA") on the Charles Schwab & Co., Inc. securities account to which the futures account is linked.

### Regarding Agents

1. **For U.S. accounts and non-U.S. accounts that are authorizing a U.S. Agent**, each Agent must be a U.S. citizen or U.S. resident alien. **For non-U.S. accounts that are not authorizing a U.S. Agent**, each non-U.S. resident acting as an Agent must provide a clear photocopy of the inside pages of their current passport, including photo, signature and personal information, and a utility bill that evidences their current address.
2. This document gives your Agent a broad range of authority over your accounts.
3. You are responsible for providing your Agent with all agreements, disclosures and notices regarding your account and this POA form, and the Agent agrees to be bound by the terms and conditions of such documents.
4. An Agent who is a Commodity Trading Advisor or Investment Advisor will be acting in their capacity as a Commodity Trading Advisor or Investment Advisor and will be authorized to act only as an LPOA.



**1 Account Information (Please print.)**

We respect your privacy. Schwab Futures may use the information you provide to communicate with you and provide information about products and services. Read about Schwab Futures' privacy policy at <http://www.schwab.com/schwabsafe>. As required by federal law, Schwab Futures will use the information below to verify your identity.

\_\_\_\_\_  
**Name of Account Holder (or Trust/Organization)**

\_\_\_\_\_  
**Name of Additional Account Holder (or Trustee/Authorized Person)**

**This POA applies to the following account**

\_\_\_\_\_  
**Account Number**

**2 Appoint Your Agent**

I hereby appoint the individual(s) named in Section 3 to be my agent(s) and attorney(s)-in-fact (each an "Agent") with the authority as an LPOA or Full Power of Attorney ("FPOA") to exercise the express and incidental rights and powers indicated below with respect to my Futures Account. Please take notice that you can only select LPOA or FPOA authority; you cannot select both.

An LPOA grants your Agent the authority to trade in your Futures Account in the same manner and to the same extent as you are permitted to do, but not to make withdrawals or transfer funds. An FPOA, which grants your Agent the ability to withdraw funds out of your linked Schwab Brokerage Account gives your Agent the same level of authority in your Futures Account, since funds cannot be withdrawn out of your Futures Account. You should select FPOA if you also have an FPOA in your Schwab Brokerage Account and do not wish to change or override that authority.

I hereby request that Schwab Futures grant the following authority to my designated Agent:

- LPOA
- FPOA

I request that Schwab Futures electronically deliver duplicate copies of the following items to the Agent(s) listed below.

- Account Statements
- Trade Confirmations



**3 Agent Information**

<b>Name</b> <i>Title, First</i>	<i>Middle</i>	<i>Last, Suffix</i>
---------------------------------	---------------	---------------------

<b>Home/Legal Street Address</b> <i>(No P.O. Boxes)</i>	<b>City, State, Zip Code</b>
---	------------------------------

<b>Mailing Address</b> <i>(if different from above, P.O. Boxes may be used)</i>	<b>City, State, Zip Code</b>
---	------------------------------

<b>Daytime Telephone Number</b>	<b>Mobile Telephone Number</b>	<b>Evening Telephone Number</b>
---------------------------------	--------------------------------	---------------------------------

**Email Address\*** *(Required to update your account on the web)*

<b>Social Security / Tax ID Number</b>	<b>Date of Birth</b> <i>(mm/dd/yyyy)</i>	<b>Mother's Maiden Name</b>
--	--	-----------------------------

<b>ID Number</b>	<b>Place of Issuance</b>	<b>Expiration Date</b>
------------------	--------------------------	------------------------

<b>Citizenship</b>	<b>Country of Legal Residence</b>	<b>Place of Birth</b>
--------------------	-----------------------------------	-----------------------

**Futures industry regulations require that we collect the following information:**

**Principal Occupation or Business**

**If employed:**

<b>Employer</b>	<b>Nature of Business</b>
-----------------	---------------------------

<b>Occupation</b>	<b>Years Employed</b>	<b>Country</b>
-------------------	-----------------------	----------------

<b>Home/Legal Street Address</b> <i>(No P.O. Boxes)</i>	<b>City, State, Zip Code</b>
---	------------------------------

\* Information about opting out of certain email communications can be found in the Electronic Services Agreement from Charles Schwab Futures.



Are you a senior foreign political figure (defined below), an immediate relative of a senior foreign political figure or a close associate of such an official?

A senior foreign political figure is a (i) current or former senior official (elected or not), (ii) senior official of a major foreign political party, (iii) senior executive of a foreign government owned commercial enterprise or (iv) any individual publicly known to be a close personal or professional associate.

Yes  No

Are you affiliated with or employed by any stock, options or commodity exchange or member firm of an exchange, FINRA, NFA or a municipal securities broker-dealer?

(Note: If you answer yes to the above question, please ask your Company to provide written approval on its letterhead authorizing you to open this account and indicating whether duplicate securities and/or futures statements are required. Be sure the correspondence includes an email address to which statements should be directed if they are required. Please also provide the information requested below for the designated person authorized to submit such documentation and/or responsible for surveillance over your Schwab Futures account.)

Yes  No

By choosing Yes, you consent to allow Schwab Futures to send duplicate statements to the following recipient either electronically or via the mail:

\_\_\_\_\_  
**Recipient Name**

\_\_\_\_\_  
**Company / Department Name**

\_\_\_\_\_  
**Account Holder Name**

\_\_\_\_\_ | \_\_\_\_\_  
**Address** **City, State, Zip Code**

\_\_\_\_\_  
**Country / Province / State** *(if applicable)*

Are you a director, 10% shareholder or policy-making officer of a publically traded company?

Yes  No **If yes, please provide Ticker Symbol(s) and Company Name(s)**

\_\_\_\_\_  
**Ticker Symbol/Company Name**

\_\_\_\_\_  
**Years of Futures Trading Experience**

\_\_\_\_\_  
**Number of Annual Futures Trades**

\_\_\_\_\_  
**Years of Options Trading Experience**

\_\_\_\_\_  
**Number of Annual Options Trades**

\_\_\_\_\_  
**Years of Stock Trading Experience**

\_\_\_\_\_  
**Number of Annual Stock Trades**

**Investment Experience**

None  Limited  Good  Extensive

\_\_\_\_\_  
**Liquid Net Worth** *(exclusive of residence):*

\_\_\_\_\_  
**Net Worth**

\_\_\_\_\_  
**Annual Income**



**4 Account Holder Signature(s) and Notarization (All account holders must sign)**

By signing this Power of Attorney form, I certify that I have read carefully the provisions of this document, including the Schwab Futures Power of Attorney Agreement to which I agreed on the previous page, and I understand that it authorizes my Agent, herein named to exercise all rights and powers set forth above with respect to my Futures Account, and I understand that anything my Agent may do in the exercise of such rights and powers is fully binding upon me. I authorize Schwab Futures and other persons to whom Schwab Futures has given instructions in order to implement my Agent's instructions, to rely on my Agent's instructions without obtaining my approval, countersignature or co-signature and to take other actions necessary or incidental to the execution of such instructions. If I have named more than one Agent, I agree that each Agent may act independently and without the consent of any other Agent. I understand that this is not a Durable Power of Attorney and that all authority granted to my Agent shall cease automatically upon Schwab Futures receiving written notification from a licensed physician of my mental disability, incompetence, incapacity or death (or, in the case of death, a valid death certificate).

If this Power of Attorney relates to a Trust Account, each Trustee certifies that the Trust instrument authorizes the delegation of authorities as indicated within this Power of Attorney form and such delegation is not prohibited by the laws that govern the Trust.

FURTHERMORE, BY SIGNING THIS FORM, I ACKNOWLEDGE THAT THE SCHWAB FUTURES POWER OF ATTORNEY AGREEMENT RELATED TO MY ACCOUNTS IS PART OF THE ACCOUNT AGREEMENT AND RELATED AGREEMENTS BETWEEN SCHWAB TRADING AND ME FOR MY FUTURES ACCOUNT. I ACKNOWLEDGE THAT I HAVE RECEIVED AND READ THE SCHWAB FUTURES POWER OF ATTORNEY AGREEMENT AND RETAINED A COPY FOR MY RECORDS AND THAT IT IS MY RESPONSIBILITY TO PROVIDE A COPY TO MY AGENT(S).

Signature and Date Required

**SIGN HERE** X

Use blue or black ink.

\_\_\_\_\_

**Account Holder Signature**

\_\_\_\_\_

**Date** (mm/dd/yyyy)

\_\_\_\_\_

**Name and title** (Please print.)

**SIGN HERE** X

Use blue or black ink.

\_\_\_\_\_

**Additional Account Holder Signature**

\_\_\_\_\_

**Date** (mm/dd/yyyy)

\_\_\_\_\_

**Name and title** (Please print.)

<p>Country _____</p> <p>On _____ before me, _____  <small>(mm/dd/yyyy) (Name and Title of the Notarizing Officer)</small></p> <p>personally appeared _____                  who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.*</p> <p>I certify under PENALTY OF PERJURY under the laws of (country) _____                  that the foregoing paragraph is true and correct.</p> <p>WITNESS my hand and official seal.</p> <p>Notary Public: _____ Expiration Date _____  <small>(Signature of Notarizing Officer) (mm/dd/yyyy)</small></p> <p>*Notaries outside the United States may attach the appropriate notarizing declaration in lieu of the above.</p>	<p>(NOTARY SEAL)</p>
---	----------------------



**5 Agent Signature(s) (Required)**

By signing this Power of Attorney form, I acknowledge that I have received and read the Schwab Futures Power of Attorney Agreement to which I agreed on the previous page and retained a copy for my records. I acknowledge that my signature signifies and constitutes my agreement to the terms and conditions set forth in the Schwab Futures Power of Attorney Agreement, including the Agent's Terms and Conditions in Section 3 thereof and the Schwab Futures Account Agreement and related agreements.

Signature and Date Required

**SIGN HERE** X

Use blue or black ink.

\_\_\_\_\_

**Agent's Signature**

\_\_\_\_\_

**Date** (mm/dd/yyyy)

\_\_\_\_\_

**Name and title** (Please print.)

**Agreement to Arbitrate Disputes (optional):**

Additionally, the Schwab Futures Power of Attorney Agreement includes an optional predispute arbitration clause. You need not agree to predispute arbitration in order to be added as an Agent with a Power of Attorney to an account. Important information about your rights and obligations in Arbitration, including your rights to elect a specific arbitration forum, can be found in the predispute arbitration clause contained in Section 4 of the Schwab Futures Power of Attorney Agreement.

By my signature below, I agree to the predispute arbitration clause contained in section 4.

Signature and Date Required

**SIGN HERE** X

Use blue or black ink.

\_\_\_\_\_

**Agent's Signature**

\_\_\_\_\_

**Date** (mm/dd/yyyy)

\_\_\_\_\_

**Name and title** (Please print.)





# Futures Account Controller Attestation

(To be completed by Agent)

FUTURES

The Undersigned is being granted power of attorney over Schwab Futures

<b>Account Number</b>	<b>Account Holder Name:</b>

I am currently registered with the Commodity Futures Trading Commission (“CFTC”) as a Commodity Trading Adviser (“CTA”) and I have furnished the above-referenced Account Holder with a copy of my disclosure document.

**NFA ID number**

**OR**

I am not required to register with the CFTC based on the following:

(check all that apply)

- A) I have provided advice to 15 or fewer persons over the past 12 months and do not hold myself out to the public as a CTA.
- B) I am a dealer, processor, solicitor broker or seller in cash market transactions of any commodity (or product thereof) and my futures trading advice is solely incidental to the conduct of my cash market business.
- C) I am a non-profit, voluntary membership, trade association or farm organization and my futures trading or advice is solely incidental to the conduct of my business as such.
- D) I am a relative of the Account Holder. My relationship to the customer is (circle the applicable relationship: spouse, parent, child, grandparent, brother, sister, aunt, uncle, nephew, niece or in-law) and I receive no compensation whatsoever (whether directly or indirectly) for acting as an Account Controller for the Account Holder.
- E) I am a foreign-based individual/entity, located outside the U.S., only soliciting non-U.S. citizens.
- F) I am registered with the CFTC as an FCM, IB or AP, and my futures trading advice is solely in connection with my business or employment as such. If registered as an AP, I have been registered as such for more than two (2) years.
- G) I am registered as an Investment Advisor under the Investment Advisor’s Act of 1940 and comply with CFTC §4.14(a)(8) and have filed my exempt status as a CTA with the NFA:

<b>ID Number</b>	<b>Date (mm/dd/yyyy)</b>

Signature and Date Required

**SIGN HERE** X

Use blue or black ink.

**Agent’s Signature**

**Date (mm/dd/yyyy)**

**Name and title (Please print.)**





# Schwab Futures Power of Attorney Agreement

This agreement entitles all persons, without further review, inquiry or investigation, and regardless of the date of the authorization, to rely on the assumption that the assets included in Customer's account were duly and properly transferred, endorsed, sold, assigned, set over and delivered, and that this authorization remains in full force and effect.

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

The Account Holder ("Account Holder" or "Customer") hereby authorizes the person that Customer, in his/her/its sole discretion has designated above ("Agent") as Customer's agent and attorney-in-fact with respect to commodity futures contracts, forward contracts, and commodity options and physical commodities (collectively, "commodity interests") in a futures account ("Account") at Charles Schwab Futures, Inc. ("Schwab Futures") on margin or otherwise. Customer acknowledges that notwithstanding the appointment of such Agent, Customer's Account is governed by and is incorporated into the following agreements, as applicable, by reference: Futures Account Agreement and any other agreements associated with Customer's Account.

**Power of Attorney.** This Agreement includes, but is not limited to, the discretion, power and authority of the Agent for Customer's Account to (1) exchange, convert, tender, trade, buy and/or sell, or otherwise acquire or dispose of, offset, deliver or receive the underlying commodity futures contracts and options on futures; and (2) where necessary to complete any transaction, transfer, convert, endorse, sell, assign, set over and deliver any assets held in the Account (the "Account Assets") and to make, execute and deliver any and all written instruments of assignment and transfer. The Agent will be acting pursuant to an LPOA is not authorized to withdraw or direct the disbursement of Account Assets from the Account.

## 2 Account Holder's Terms and Conditions

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

### ROLE OF SCHWAB FUTURES:

Account Holder acknowledges and agrees that:

- (i) Schwab Futures will merely effect trades as directed by Agent;
- (ii) Schwab Futures will not provide investment, trading, legal or tax advice;
- (iii) Agent and Account Holder are responsible for determining the nature, potential value and suitability for me of any particular trading strategy or futures transaction;
- (iv) Schwab Futures is not acting as a fiduciary;
- (v) Account Holder (and not Schwab Futures) is responsible for investigating and selecting Agent;
- (vi) Agent is not affiliated with or controlled or employed by Schwab Futures, and Schwab Futures has not approved, recommended or endorsed Agent;
- (vii) Agent, and not Schwab Futures, is solely responsible for determining if Agent is required to be registered as a Commodity Trading Advisor (CTA) with the U.S. Commodity Futures Trading Commission of National Futures Association. Account Holder agrees that it is Agent's responsibility, and not Schwab Futures', to investigate and comply with applicable CTA registration rules;
- (viii) unless required by applicable law, Schwab Futures has no duty to review, supervise or monitor any investment decision, trading activity or transaction by Agent in the Account; and
- (ix) Schwab Futures reserves the right, in its sole discretion, to no longer honor instructions for Agent and will notify me if it chooses to do so.

In addition, Account Holder represents and warrants that he or she has investigated the business experience, qualifications and reputation of the Agent and is satisfied with the experience, qualifications and reputation of the Agent. Account Holder acknowledges that Schwab Futures has not provided any legal or other advice regarding this Power of Attorney and Account Holder has had the opportunity to consult with an independent attorney regarding this Power of Attorney.





**Acknowledgements for Futures Trading.**

In connection with this Power of Attorney, Customer acknowledges, represents and warrants that Customer is prepared to take short-term profits or losses, with respect to transactions in commodity interests, including commodity futures contracts, forward contracts, and commodity options. Customer understands that futures trading entails substantial risk, that the leveraged nature of futures trading means that any market movement may have a disproportional effect on deposited funds and magnify gains or losses, and Customer is fully prepared financially to undertake such risks.

Customer specifically and intentionally directs Schwab Futures to follow the instructions of Agent, who shall be solely responsible for selection of investments, timing of purchases and sales and all other matters arising out of or relating to Customer's Account and Schwab Futures shall have no responsibility or obligation therefore.

**Indemnification.**

Account Holder hereby ratifies and confirms any and all transactions, trades or dealings effected in and for my Schwab Futures Account by my Agent, and Account Holder agrees to indemnify and hold harmless Schwab Futures, its affiliates, and their directors, officers, employees and agents from and against all claims, actions, judgments, settlement amounts, costs and liabilities, including attorneys' fees, arising out of or relating to (i) their reliance on this Power of Attorney; and (ii) Schwab Futures' execution of Agent's instructions. Furthermore, Account Holder agrees to indemnify and hold Schwab Futures from, and to pay Schwab Futures promptly upon demand for, any and all losses or financial obligations which may arise from the acts or omissions of the Agent with respect to the Account. Account Holder also agrees that since Schwab Futures will not review, supervise or monitor trading by the Agent in my Account, Schwab Futures will not be liable and Account Holder will not attempt to hold Schwab Futures liable for any trade or decision made by the Agent whom Account Holder has selected, regardless of whether or not any such trade or decision was specifically authorized by Account Holder. Customer further agrees that this Power of Attorney and the indemnity contained herein are in addition to (and in no way limit or restrict) any rights that Schwab Futures may have at law or in equity or under any other agreements between Schwab Futures and Customer, including the Account Agreement or other agreements, and as updated.

**Termination of Authority.**

This Power of Attorney and indemnification will remain in effect until Schwab Futures is notified in writing of my mental disability, incompetence, incapacity or death, or until Account Holder has revoked it in writing to Schwab Futures at its business address. Such revocation will not affect the obligations of Account Holder resulting from transactions initiated prior to Schwab Futures' receipt of notice of revocation.

**Transfer Agent.**

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

**Assignment.**

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

**Governing Law.**

The laws of the state of Illinois (but not the choice of law doctrines), as applied to agreements signed and performed in Illinois, shall apply and bind the parties in any and all questions arising under this Power of Attorney, including questions of validity, interpretation and performance, except that the arbitration agreement in Section 4 shall be governed by the Federal Arbitration Act.



## 3

**Agents Terms and Conditions**

The Agent and Schwab Futures agree that (i) the authority conferred on the Agent by the Power of Attorney executed by the Account Holder shall be exercised in accordance with the following terms and conditions and (ii) Agent will be bound by the terms and conditions of the Account Agreements entered into by Customer with Schwab Futures:

**Authorization to Make Transactions in the Customer's Account.** Agent may give instructions and take actions with respect to the Account pursuant to the Power of Attorney. Customer may revoke the Power of Attorney at any time by contacting Schwab Futures in writing at its business address. Customer will have concurrent full authority at all times to take actions and place orders for the Account. Agent agrees not to take any actions that exceed the authority under the Power of Attorney or any other agreement between the Agent and the Customer.

**ROLE OF SCHWAB FUTURES:**

Unless required by applicable law, Schwab Futures will not make or review trading or investment decisions or offer legal or tax advice and is not in any way responsible for reviewing, supervising or monitoring any investment decision or trading activity in a Customer's account. Customer and Agent are responsible for determining the nature, potential value and suitability for Customer of any particular trading strategy or futures transaction; Agent will not rely on Schwab Futures for this purpose and, unless required by applicable law, Schwab Futures has no responsibility for any such determination.

**Trade Confirmations and Account Statements.** Unless the Customer directs otherwise, Schwab Futures will not automatically send duplicate trade confirmations and account statements to the Agent.

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

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

**Compliance with Applicable Law.** Agent will comply with all applicable state and federal laws (including, but not limited to, the Commodity Exchange Act), rules and regulations as they may be amended from time to time, including, without limitation, making such disclosure as may be required by applicable law, rule or regulation.

Agent further agrees that Agent, and not Schwab Futures, is solely responsible for determining if Agent is required to be registered as a Commodity Trading Advisor (CTA) with the U.S. Commodity Trading Futures Commission (CFTC).

**Compliance with CFTC Regulations.** Agent represents and warrants that, unless the Agent has given Schwab Futures written notice to the contrary, Agent is not "affiliated" with another futures commission merchant or futures introducing broker, within the meaning of CFTC Regulation 155.3. Agent agrees to give Schwab Futures prompt and written notice if Agent later becomes so affiliated.

**Information.** Agent will provide promptly any information reasonably requested by Schwab Futures concerning the management of the Account or compliance with this Agreement. If questions arise concerning compliance with any law, whether federal or state, Agent will take any action believed by Schwab Futures to be necessary to ensure compliance with applicable law. This provision shall not be read to imply that Schwab Futures has any duty to supervise or monitor Agent's management of Customer's accounts or compliance with applicable law. Agent represents and warrants that all information Agent provides to Schwab Futures in this Agreement, or otherwise at any time, is true, accurate and complete. If any information Agent furnishes to Schwab Futures becomes materially inaccurate, false, or otherwise misleading, Agent agrees to notify Schwab Futures promptly and take such action as is necessary to revise such information.

**Verification.** Agent authorizes Schwab Futures to inquire from any source, including a consumer reporting agency, as to Customer's and/or Agent's identity (as required by federal law), creditworthiness and ongoing eligibility for the Account (and that of Customer's and/or Agent's spouse, if Customer and/or Agent lives in a community property state) at account opening, at any time throughout the life of the Account, and thereafter for debt collection or investigative purposes.

**Monitoring of Conversations.** Agent agrees that Schwab Futures may record telephone calls to monitor the quality of service Agent or Customer receives, to verify futures transaction information or for any other valid purpose. Agent acknowledges that Schwab Futures may not be able to locate a tape recording unless it is provided the accurate date



and time of the conversation and the full name of the Schwab Futures representative involved in the conversation. Agent agrees that Schwab Futures has the sole right to determine how long tape recordings will be retained.

**Indemnification.** Agent agrees to indemnify and hold harmless Schwab Futures, its affiliates and their directors, officers, employees and Agents from and against all claims, actions, judgments, settlement amounts, cost and liabilities, including attorneys' fees, arising out of or relating to (i) any breach by Agent of any provision of this Agreement, (ii) the performance or nonperformance of the Agent's services and (iii) any dispute involving Agent and Customer.

**Entire Agreement.** This Agreement incorporates by reference all agreements applicable to the Account and contains all of the agreements, representations and understandings made between Agent and Schwab Futures. All modifications and amendments requested by Agent must be in writing and signed by Schwab Australia. Schwab Futures may amend the Agreement with advance notice to Agent.

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

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

**Governing Law.** The laws of the state of Illinois (but not the choice of law doctrines), as applied to agreements signed and performed in Illinois, shall apply and bind the parties in any and all questions arising under this Power of Attorney, including questions of validity, interpretation and performance, except that the arbitration agreement in Section 4 below shall be governed by the Federal Arbitration Act.

#### 4

#### Agent Agreement to Arbitration (Optional)

By agreeing to this Arbitration Agreement for Futures ("Arbitration Agreement"), Agent is entering into an enforceable legal agreement to submit to binding arbitration any controversy arising out of or relating to Account Holder's futures account, to transactions, instructions or authorizations (or breach thereof) with Schwab Futures pursuant to the Futures Account Agreement between Account Holder and Schwab Futures or the breach thereof. Your agreement means the following:

- That you are giving up the right to sue Schwab Futures in court, including the right to a jury trial, 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 futures or 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 Arbitration Agreement.

This Arbitration Agreement will be binding upon and inure to the benefit of the parties hereto and their respective representatives, attorneys-in-fact, heirs, successors, assigns and any other persons having or claiming to have a legal or beneficial interest in the Account, including court-appointed trustees and receivers. This Arbitration Agreement will also inure to the benefit of third-party service providers that assist Schwab Futures in providing Services ("Third-Party Service Providers") and such Third-Party Service Providers are deemed to be third-party beneficiaries of this Arbitration Agreement.



Under the regulations of the U.S. Commodity Futures Trading Commission, you have the right to choose the organization which shall act as the forum for such arbitration, in accordance with the rules then in effect, from the following (i) the National Futures Association (ii) the contract market upon which the transaction giving rise to the claim was executed or (iii) the Financial Industry Regulatory Authority.

If you do not make such election either at the time you notify Schwab Futures that you intend to commence an arbitration or within forty-five (45) days thereafter, then Schwab Futures may make such election. If Schwab Futures notifies you that it intends to commence an arbitration against you, you likewise have forty-five (45) days to elect the arbitration forum and thereafter Schwab Futures may choose the forum.

Notification of your choice must be in writing and sent to Schwab Futures at its principal business address. Schwab Futures agrees to pay any incremental fees which may be assessed by the forum you chose for the provision of a "mixed panel" of arbitrators, unless the arbitrators determine that you have acted in bad faith in initiating or conducting the proceedings. Any award rendered by the arbitrators shall be final and binding, and judgment on it may be entered in any court having jurisdiction thereof.

This Arbitration Agreement shall be enforced and interpreted exclusively in accordance with applicable federal laws of the United States, including the Federal Arbitration Act.

THREE FORUMS EXIST FOR THE RESOLUTION OF COMMODITY DISPUTES: CIVIL COURT LITIGATION, REPARATIONS AT THE COMMODITY FUTURES TRADING COMMISSION (CFTC) AND ARBITRATION CONDUCTED BY A SELF-REGULATORY OR OTHER PRIVATE ORGANIZATION.

THE CFTC RECOGNIZES THAT THE OPPORTUNITY TO SETTLE DISPUTES BY ARBITRATION MAY IN SOME CASES PROVIDE MANY BENEFITS TO CUSTOMERS, INCLUDING THE ABILITY TO OBTAIN AN EXPEDITIOUS AND FINAL RESOLUTION OF DISPUTES WITHOUT INCURRING SUBSTANTIAL COSTS. THE CFTC REQUIRES, HOWEVER, THAT EACH CUSTOMER INDIVIDUALLY EXAMINE THE RELATIVE MERITS OF ARBITRATION AND THAT YOUR CONSENT TO THIS ARBITRATION AGREEMENT BE VOLUNTARY.

BY SIGNING THIS AGREEMENT, YOU (1) MAY BE WAIVING YOUR RIGHT TO SUE IN A COURT OF LAW; AND (2) ARE AGREEING TO BE BOUND BY ARBITRATION OF ANY CLAIMS OR COUNTERCLAIMS WHICH YOU OR SCHWAB FUTURES MAY SUBMIT TO ARBITRATION UNDER THIS AGREEMENT. YOU ARE NOT, HOWEVER, WAIVING YOUR RIGHT TO ELECT INSTEAD TO PETITION THE CFTC TO INSTITUTE REPARATIONS PROCEEDINGS UNDER SECTION 14 OF THE COMMODITY EXCHANGE ACT WITH RESPECT TO ANY DISPUTE WHICH MAY BE ARBITRATED PURSUANT TO THIS AGREEMENT. IN THE EVENT A DISPUTE ARISES, YOU WILL BE NOTIFIED IF SCHWAB FUTURES INTENDS TO SUBMIT THE DISPUTE TO ARBITRATION. IF YOU BELIEVE A VIOLATION OF THE COMMODITY EXCHANGE ACT IS INVOLVED AND IF YOU PREFER TO REQUEST A SECTION 14 "REPARATIONS" PROCEEDING BEFORE THE CFTC, YOU WILL HAVE 45 DAYS FROM THE DATE OF SUCH NOTICE IN WHICH TO MAKE THAT ELECTION. YOU NEED NOT SIGN THIS AGREEMENT TO OPEN AN ACCOUNT WITH SCHWAB FUTURES. See 17 CFR 166.5.

