charles SCHWAB FUTURES AND FOREX

Supplemental Agreement for Futures Trading for IRA Accounts

Charles Schwab Futures and Forex LLC
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Pursuant to this Supplemental Agreement for Futures Trading for IRA Accounts ("Agreement"), the person agreeing below (hereinafter "you"), in your capacity as the sole beneficial owner of the above referenced IRA(hereinafter, "Client"), hereby authorize and direct Charles Schwab & Co., Inc. ("CS&Co.") to transfer funds in the above-referenced Individual Retirement Account (the "IRA Account") owned by Client for investment in futures or options on futures (together, "futures") (including the satisfaction of any futures margin requirement) to Client's futures account ("Futures Account") held at Charles Schwab Futures and Forex LLC ("Schwab Futures and Forex" or the "Firm") acting in its capacity as a Futures Commission Merchant ("FCM"). This Agreement is by and among you, Client, CS&Co. and Charles Schwab Futures and Forex, and supplements (i) the Schwab IRA and ESA Account Agreement between Client and CS&Co. governing the services that CS&Co provides to the IRA Account ("IRA Account Agreement") and (ii) the Futures Client Agreement between Client and Schwab Futures and Forex governing Client's Futures Account ("Futures Account Agreement"). To the extent of any inconsistency between the terms of this Agreement, on the one hand, and the IRA Agreement or the Futures Account Agreement, on the other hand, the terms of this Agreement control. The terms of the Futures Account Agreement with respect to resolution of disputes (including as applicable the terms of any Futures Arbitration Agreement to which you have agreed on behalf of Client), control in the event of any dispute arising under the Futures Account Agreement or this Supplemental Agreement, and supersede any contrary terms with respect to resolution of disputes set forth in the IRA Agreement.

CONDITIONS AND LIMITATIONS

CS&Co. serves as the custodian of the IRA Account ("Custodian") and is authorized and directed by you pursuant to this Agreement to transfer to Schwab Futures and Forex, in its capacity as an FCM, such property as directed by you for purposes of futures trading.

The sole obligation of CS&Co., in its capacity as Custodian, shall be the safekeeping of property upon receipt, if applicable, and acceptance and maintenance of such property under the IRA Account Agreement. The Client shall hold CS&Co. harmless from any and all claims, demands, or causes of actions arising from this Agreement, including but not by way of limitation, any and all court costs, attorneys' fees, or other expenses incurred.

CS&Co., in its capacity as Custodian, has made no representations, recommendations, or other statements concerning agents, FCMs, or institutions with whom you or the Client now or in the future may be dealing. You have been advised to make the appropriate investigation of such persons or institutions before directing CS&Co. to make any transfer of funds of the IRA Account.

This Agreement authorizes Schwab Futures and Forex to permit the above-referenced Futures Account to trade futures contracts electronically subject to the limits prescribed by Schwab Futures and Forex and published on its website. The aforementioned limits are subject to change from time to time and without notice to clients. Futures trading is also subject to the terms of the Futures Account Agreement.

Schwab Futures and Forex's sole obligation is to execute the orders initiated by you as the sole beneficial owner of Client as a self-directed trader. Client shall hold Schwab Futures and Forex and its directors, employees, and affiliates harmless from any and all claims, demands, or causes of actions arising from this Agreement, including but not by way of limitation, trading losses, any and all court costs, attorneys' fees, or other expenses incurred by the Client. You expressly acknowledge and agree that Schwab Futures and Forex is not acting as a fiduciary with respect to the IRA Account when exercising any of its rights under this Agreement and otherwise does not have any discretion with respect to the IRA Account.

You understand and acknowledge that the Client is solely responsible for investment decisions involving the futures trading. Schwab Futures and Forex will not provide any recommendations when accepting orders from Client in accordance with this Agreement. You must take into consideration your personal financial situation, investment objectives, and risk tolerance in relation to your IRA and the IRA Account.

You acknowledge that market conditions (e.g., illiquidity) and or the operation of the rules of certain markets (e.g., the suspension or restriction of trading in any contract or contract month because of price limits or "circuit breakers") may increase the risk of loss by making it difficult or impossible to effect transactions or liquidate/offset positions which may increase the risk of loss.

You acknowledge that you and Client must meet certain qualifications in order to trade futures. Not all Clients will qualify. Schwab Futures and Forex may, at its sole discretion and at any time, restrict futures trading in your Futures Account.

YOUR AUTHORIZATIONS AND ACKNOWLEDGMENTS

Pursuant to your establishment of the Client's Futures Account with Schwab Futures and Forex, and your authority in respect of the IRA Account and the Futures Account to give instructions (and your other authority with respect to Client), you hereby instruct, authorize, and direct Schwab Futures and Forex and CS&Co. as follows:

PLEASE CAREFULLY READ THE FOLLOWING INFORMATION BEFORE ENTERING INTO THIS AGREEMENT.

Note: On Client's behalf, you must complete any suitability questions and carefully review all risk disclosures and any other applicable documentation before either Schwab Futures and Forex or CS&Co. can process this Agreement to engage in investments in futures for the Client. You acknowledge and understand that funds in the Futures Account established for the Client may be held by Schwab Futures and Forex as FCM with a custodian bank or clearing broker in an omnibus account maintained by Schwab Futures and Forex for the benefit of its customers.

You represent, warrant, covenant and agree as follows:

1. In addition to the representations in Section 3.e. of the Futures Account Agreement, you acknowledge and agree that this is a self-directed Futures Account, and as such, you have exclusive authority under the Futures Account Documentation (as defined below) to make investment decisions for the Futures Account, and that neither Schwab Futures and Forex nor CS&Co. is responsible or liable for any investment decisions made for the Futures Account. You acknowledge and agree that neither Schwab Futures and Forex nor CS&Co. shall exercise or have any authority to exercise any discretionary control with respect to the management, administration, or deposition of the Futures Account or its assets, nor shall Schwab Futures and Forex or CS&Co. render or have any authority or responsibility to render any investment advice or independently take any action with respect to any assets of the Futures Account with the exception of a margin call or other similar situation which may require Schwab Futures and Forex or CS&Co. to take action.

2. You have received copies of, have reviewed, understand, and have executed all such agreements, authorizations, and other documents as are necessary to establish and maintain your IRA Account and the Client's Futures Account (collectively, the "'Account Documentation").

3. You understand the risks and potential tax consequences inherent in futures trading in your IRA Account. You are financially able to withstand trading losses, including the loss of your entire investment, and the potential tax consequences associated with futures trading in your IRA Account. You understand that if a short futures position or uncovered short option on futures position or debit balance in the Futures Account cannot be covered with assets in your Futures Account, adverse tax consequences may occur, including, but not limited to, the possible imposition of excise taxes on deemed excess contributions or being treated as receiving a distribution even though you may not have received a cash or in-kind distribution from your IRA Account. You understand that such a distribution could be subject to federal and state income tax and, depending on your age, may be subject to a premature distribution penalty. You have determined that futures trading through your IRA Account is suitable for you, considering your financial situation, investment objectives, retirement goals and resources, and other relevant circumstances.

4. You have determined that transactions in the Futures Account (and shall determine with respect to each transaction in the IRA Account) are suitable to the IRA Account in view of the IRA Account's investment objectives and risks associated with investments in the Futures Account. You acknowledge that the establishment of the Futures Account and all transactions executed through the Futures Account are subject to certain restrictions under Section 408(a) or 408A, if a Roth IRA, of the Internal Revenue Code (the "Code"), as applicable, and that certain transactions entered into by the Futures Account may cause the Account to lose its tax-exempt status, and/or may result in the recognition of taxable income under Section 511 of the Code. You represent and warrant that, with respect to each transaction to be executed through the Futures Account, you shall immediately notify Schwab Futures and Forex and CS&Co. in the event any of the above representations and warranties ceases to be true and correct.

5. To the extent funds are available, you hereby direct CS&Co. to pay Schwab Futures and Forex any or all amounts held by the above-referenced IRA Account which Schwab Futures and Forex may from time to time request to satisfy margin calls, debit balances, or other obligations of the Futures Account arising from, or in connection with the trading activity on behalf of the IRA Account. Any such payment may be with or without prior notice to you; however, the giving or withholding of such notice shall in no way affect CS&Co.'s duty to promptly pay Schwab Futures and Forex such amounts as it may request pursuant to the foregoing direction. You acknowledge that no liability shall ever be asserted against CS&Co. for refusing to pay Schwab Futures and Forex if funds are not available to cover margin calls, debit balances, or any other obligation arising from the Futures Account. In the event that the assets in the above-referenced IRA Account are insufficient to satisfy margin calls, debit balances, or other obligations of the IRA Account, CS&Co. and Schwab Futures and Forex in their discretion, may close the above-referenced Futures Account, and CS&Co. may transfer funds in any other account of Client to Schwab Futures and Forex to cover such amounts owed.

6. **Release and Indemnification of Schwab Futures and Forex and CS&Co.**: You agree that neither Schwab Futures and Forex, nor CS&Co., or any of their respective officers, directors, employees, agents, or representatives will have any liability for any consequential, incidental, special, exemplary, punitive or any other damages with respect to your decision to engage in futures trading in your Account. To the extent permitted by law, you agree to indemnify Schwab Futures and Forex and CS&Co. and each person named above from any and all liability or responsibility for any and all claims of whatever nature, losses, costs, charges, fees, expenses, penalties, and damages in any way arising from or as a result of Schwab Futures and Forex or CS&Co. effecting and/or executing any futures transactions in your Account, or the failure or breach at any time of any representation, warranty, or covenant made by you in this Agreement.

7. **YOU UNDERSTAND THAT THE INVESTMENT IN A FUTURES OR OPTIONS ON FUTURES CONTRACTS SPECULATIVE IN NATURE AND SUBJECT TO RISK OF LOSS THAT MAY BE GREATER THAN THOSE OF OTHER INVESTMENT VEHICLES IN WHICH RETIREMENT FUNDS MAY BE INVESTED. YOU REPRESENT AND WARRANT THAT YOU HAVE EVALUATED SUCH RISKS AND YOU WARRANT THAT THE INVESTMENT IN THE ACCOUNT IS SUITABLE IN VIEW OF YOUR ASSETS, OTHER INVESTMENTS, AND RETIREMENT OBJECTIVES. YOU FURTHER UNDERSTAND AND AGREE THAT THE INVESTMENT OF RETIREMENT FUNDS IN FUTURES OR OPTIONS ON FUTURES CONTRACTS, AS WITH ANY OTHER TYPE OF INVESTMENT, MAY INVOLVE INCOME TAX CONSIDERATIONS AND CONSEQUENCES INCLUDING A POTENTIAL DEEMED DISTRIBUTION OF THE ENTIRE BALANCE OF THE IRA ACCOUNT FOR WHICH NEITHER CLEARING NOR SCHWAB FUTURES AND FOREX RENDERS ADVICE NOR ASSUMES ANY LIABILITY WHATSOEVER. YOU UNDERSTAND THAT IRA FUNDS ALLOCATED TO FUTURES TRANSACTIONS ARE NOT SUBJECT TO THE PROTECTIONS OF THE SECURITIES INVESTOR PROTECTION ACT, AS AMENDED.**

8. Notwithstanding any contemporaneous or subsequent communications (whether oral or written) to the contrary, the authorizations and directions contained in this Agreement may not be revoked by you, for any reason whatsoever, so long as any Futures Account remains open or so long as any amount due and owing, or claimed to be due and owing, to Schwab Futures and Forex remains outstanding. The authorizations and directions contained in this Agreement shall be binding upon your heirs, successors, and legal representatives.

9. You understand that all of the duties and obligations of CS&Co. contained in the Account Documentation (including, without limitation, the obligations imposed relating to indemnification, margin requirements, and security agreement) apply solely to CS&Co., as Custodian of the IRA Account and also apply to the Client as well as to you.

IMPORTANT RISK DISCLOSURES

These risk disclosures cannot, of course, disclose all of the risks and other significant aspects of trading futures contracts for your IRA Account electronically. You should also review the CFTC and other risk disclosure documents provided to you when you opened your Futures Account and which are available on the Firm's website. In light of the risks associated with trading futures, you should initiate such transactions only if you understand the nature of the trades you are entering into and the extent of your and your IRA Account's exposure to risk. Trading in futures contracts is not appropriate nor suitable for many clients. Finally, you should carefully consider whether trading is appropriate for you in light of your experience, objectives, financial resources, and other relevant circumstances.

You must determine whether trading futures contracts for your IRA Account is advisable based on your financial circumstances, your tolerance for risk, the number of years until your retirement, and other factors. Clients should consult a professional advisor to determine if futures trading, even on a limited basis, for your IRA Account is consistent with your financial goals.

You understand and acknowledge that your IRA Account must have a minimum Net Liquidating Value of $25,000 as well as you having a minimum of three (3) years derivatives trading experience to trade futures for your IRA Account. All futures contracts will be held at not less than 125% of the exchange minimum margin requirement and we reserve the right to raise such margin requirements in our sole and absolute discretion and without prior notice to you.

Over the counter foreign exchange is not available for trading in IRA accounts.

You understand that by utilizing an electronic trading system(s) that your IRA Account is exposed to risks associated with these systems including the failure of hardware and software. The result of any system failure could be that your order for the Client's Futures Account is either not executed or may not be executed according to your instruction. Overall market conditions (e.g., illiquidity) and/or the operation of the rules of certain markets, for instance, suspension or restriction of trading in any contract or contract month because of price limits (limit up or limit down) may increase the risk of loss since it may be difficult or impossible to effect transactions or liquidate/offset positions.

You understand that Schwab Futures and Forex, its clearing firm/custodian, or the Designated Contract Market or Designated Clearing Organization where your futures trade was executed each reserve the right to raise margins and/or liquidate all or a portion of the positions in your Futures Account in the event that you cannot or are not able to timely deposit sufficient funds to satisfy the requirements of the Futures Account.

You understand that the trading of futures and options on futures contracts is speculative in nature and subject to risks that may be greater than those of other investment vehicles in which retirement funds may be invested. You represent that you have evaluated such risks and warrant that trading futures and options on futures contracts for your IRA Account is appropriate and suitable in light of your personal financial situation.

The Internal Revenue Code places restrictions/limits on the amount of funds that can be deposited to an IRA account. Deposits to the account in excess of such limits may cause adverse tax consequences, including but not limited to forfeiture of tax advantages inherent in an IRA account and/or the risk of penalties imposed by the IRS. Given the inherent risks of futures trading, you may lose all of the funds in your Account or incur a debit balance which cannot be satisfied in compliance with applicable contribution limits. The Firm does not give tax advice. Please consult with your own tax advisor.

You understand and agree that Schwab Futures and Forex does not provide investment advice or tax advice and does not assume any obligation to do so.

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