charles SCHWAB PREMIER BANK

Effective November 2026
Please read this important information carefully.

Charles Schwab Premier Bank Cryptocurrency Account Agreement

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How to Reach Us:

By Phone:

All Cryptocurrency Accounts
1-866-295-0914

By Web:

Information on Cryptocurrency Investing:
schwab.com/cryptocurrency

Contact Us:

schwab.com/contact-us

Written Inquiries:

Charles Schwab Premier Bank, SSB
3000 Schwab Way
Westlake, TX 76262

There is substantial risk in buying, selling, transferring, and holding Cryptocurrencies. The value of Cryptocurrencies can increase and decrease quickly and substantially, and you can lose money when buying, selling, transferring, and holding Cryptocurrencies. Cryptocurrencies are not insured by the Federal Deposit Insurance Corporation (FDIC) or the Securities Investor Protection Corporation (SIPC), and the regulatory status of Cryptocurrencies may change. Before investing in Cryptocurrencies, you should consider these and other risks of investing in Cryptocurrencies, including those described in our Charles Schwab Premier Bank Cryptocurrency ("Schwab Crypto™") Risk Disclosures. Consult your financial advisor and tax advisor regarding your specific circumstances, financial condition, and risk tolerance and carefully consider whether trading, transferring, and holding Cryptocurrencies is right for you.

Cryptocurrency transfers in and out of Schwab Crypto Accounts are not currently available. Charles Schwab Premier Bank, SSB ("CSPB") expects to make transfer functionality available in the future. You will be notified when transfers are available for your Schwab Crypto Account. When available, any such functionality will be subject to the additional terms and conditions relevant to transfers in this Agreement.

Introduction

Welcome to Charles Schwab Premier Bank, SSB ("CSPB"), a Texas state savings bank, and thank you for opening a CSPB Cryptocurrency ("Schwab Crypto™") Account with us.

By opening an Account, you agree to the terms and conditions outlined in this Agreement. Please read it carefully and retain it for your records. A copy of this Agreement is provided at Account opening or before a service is offered. Additional agreements for related services will be provided when or before those services are offered. It is essential to read all agreements before using your Account or any service. Additional copies can be obtained by contacting customer service.

This Agreement is subject to the following notices, agreements, disclosures, and other documents that may be updated from time to time and are incorporated by reference into this Agreement. By opening an Account, you also agree to abide by its applicable requirements and with actions taken by CSPB in accordance with them:

- Corporate Privacy Notice
- Charles Schwab Premier Bank Cryptocurrency Account Risk Disclosure
- Informed Consent to Receive Paperless Documents
- Electronic Services Agreement
- Charles Schwab Premier Bank Cryptocurrency Account Pricing Guide
- FAQs

Definitions

As used in this Agreement, the terms listed below are defined as follows. Certain technical terms are explained in the Charles Schwab Premier Bank Cryptocurrency Account Risk Disclosure ("Risk Disclosure"). Those descriptions are provided for explanatory purposes only and do not modify or expand the definitions or scope of terms used in this Agreement.

Account: Your cryptocurrency account maintained with CSPB for the custody of Cryptocurrencies and U.S. Dollars and trading and transfers of Cryptocurrencies as described in this Agreement. CSPB is the custodian of your Cryptocurrencies, which will be held with a Subcustodian. CSPB will custody your cash to facilitate the purchase and sale of Cryptocurrencies held on your behalf. Unless noted otherwise, the term "Account" as used in this Agreement incorporates both the Assets held with CSPB and your Cryptocurrencies held with a Subcustodian.

Affiliate: All entities (whether domestic or foreign), present and future, which control, are controlled by, or are under common control with CSPB, including, but not limited to, Charles Schwab & Co., Inc. ("CS&Co.") (an SEC-registered broker-dealer) and The Charles Schwab Corporation.

Agreement: This Schwab Cryptocurrency Account Agreement.

Airdrop: Distributions of Cryptocurrency to recipients who provide no money, goods, services, or other consideration in exchange. Issuers of a Cryptocurrency (or related parties) may distribute tokens via an "Airdrop" in the hopes of seeding or kickstarting Network Effects.

Application Agreement: The agreement you signed at Account opening (or upon certain maintenance changes to your Account) on which you agreed to the terms and conditions of the Account.

Assets: Collectively, cash (U.S. dollars) and Cryptocurrencies held in your Account.

Blockchain: A general approach to storing and verifying data. Blockchain is a type of Distributed Ledger technology where transactions are grouped into "blocks" that are cryptographically linked to one another in sequence, forming a continuous "chain." This record is maintained across a distributed network of computers. Blockchain implementations may vary in design, governance, and degree of decentralization.

Brokerage Account: The account you maintain with CS&Co. governed by your Brokerage Agreement, which is required to open and fund an Account. This may be a Brokerage Account you already hold or a new one created for purposes of opening a Schwab Crypto™ Account.

Brokerage Agreement: The agreement you make with Schwab Brokerage when you open your Brokerage Account.

Business Days: Monday through Friday, excluding Federal Reserve Bank holidays, as used for determining time frames under this Agreement.

Cash Balance: U.S. dollar cash balances in your Account at CSPB as set out in this Agreement.

Cold Storage/Cold Wallet: "Cold Storage" (or a "Cold Wallet") refers to a method of safeguarding Private Keys in environments not connected to the internet.

Consensus: The process by which participants in a Blockchain network agree on the validity and order of transactions recorded on the Distributed Ledger.

Cryptocurrencies/Cryptocurrency: Any digital representation of value that is recorded on a cryptographically secured Distributed Ledger. As used in this Agreement, this term references only digital assets that CSPB supports through the Services and does not include Unsupported Cryptocurrencies. For purposes of the Account, the terms "Cryptocurrency" or "Cryptocurrencies" are limited as defined in this Agreement. For the avoidance of doubt, "Cryptocurrencies" shall not include any securities, security tokens, or other instruments that are deemed "securities" under applicable law or regulation. The current list of Cryptocurrencies supported by CSPB is in the Frequently Asked Questions ("FAQs").

Cryptocurrency Digital Platforms: The digital interfaces provided via CSPB or Affiliate mobile applications or other digital platforms (including **Schwab.com**, Schwab mobile, and thinkorswim™) for accessing and managing your Account.

Cryptocurrency Pricing Guide: A separate document, entitled *Charles Schwab Premier Bank Cryptocurrency Account Pricing Guide,* which contains current fees applicable to your Schwab Crypto Account.

Cryptocurrency Trading Fees: The fees and charges, including minimum fees, applicable to Trade Orders, as described in the Cryptocurrency Pricing Guide, as updated from time to time.

Cryptocurrency Transfers: A transfer of a Cryptocurrency into your Account from an External Wallet or another Schwab Crypto Account, or from your Account to an External Wallet or another Schwab Crypto Account, that is not a trade and results in a corresponding transaction recorded on the applicable Cryptocurrency network.

Distributed Ledger: Technology in which data is shared across a network that creates a public digital ledger of verified transactions or information among network participants and cryptography is used to link the data to maintain the integrity of the public ledger and execute other functions.

External Wallet: Any external source (such as another hosted wallet or a self-custodied wallet) that is not provided or controlled by CSPB, its Affiliates, or Subcustodian(s) in connection with the Services and that is used to store, manage, or transfer cryptographic tokens.

Force Majeure Event: Any event beyond CSPB's control, including, but not limited to, changes in Cryptocurrency protocols; sabotage or manipulation of protocols or networks; changes in law; the potential violation of any guideline, rule or regulation of any government authority; cybersecurity attacks; the breakdown or failure of our equipment for any reason, including a loss of electric power; the breakdown of any private or common carrier communication or transmission facilities; failure of any time-sharing supplier or any mail or courier service; market volatility or disruptions; interruptions of communications or data processing services, news or analysts' reports; disruptions in orderly trading on any exchange or market; utility failures; natural disasters, such as an earthquake or a flood; pandemics; acts of God; civil unrest, such as labor disputes, strikes, or riots; terrorism; war; fire; theft; a legal constraint or government action or inaction; or your act, omission, negligence or fault. Force Majeure Events include, without limitation, the events described elsewhere in this Agreement relating to system failures, third-party services, and blockchain network operations.

Fork: A split in a Blockchain network occurring when a Blockchain's underlying code or protocol rules are changed.

Hot Storage/Hot Wallet: "Hot Storage" (or a "Hot Wallet") refers to a method of holding Cryptocurrency Private Keys on a device that is connected to the internet, which may include a desktop application, mobile phone app, or web-based Wallet.

Inbound Cryptocurrency Transfer: A Cryptocurrency Transfer from an External Wallet into a Wallet at the Subcustodian.

Internet Banking: Access to your Account at **Schwab.com**.

Legal Process: A subpoena, restraining order, injunction, writ of attachment or execution, levy, garnishment, tax withholding order, search warrant, forfeiture, or other similar order.

Network Effects: The phenomenon where the value, use, and security of a Blockchain network may increase as more users participate and interact with the Blockchain network.

Network Events: Includes, but is not limited to, Forks, Airdrops, network upgrades, rollbacks, reorganizations, burns, token migrations, protocol changes, and other network-related occurrences.

Network Fee or Gas Fee: Charges paid to Blockchain validators or miners to process and confirm transactions on a Distributed Ledger network. These fees compensate participants for the computing resources and security required to maintain the network and may vary based on transaction complexity and network congestion.

Outbound Cryptocurrency Transfer: A Cryptocurrency Transfer from a Wallet at the Subcustodian to an External Wallet.

Private Key: A code that typically consists of a series of letters and numbers and is used to create digital signatures that prove ownership of, and authorize the transfer of, Cryptocurrencies associated with a corresponding Public Key (or Public Address).

Real-Time Fund Transfers: Transfers of U.S. dollars between your Brokerage Account and your Account that are initiated by you.

Schwab Brokerage: Our Affiliate, CS&Co., an SEC-registered broker-dealer, member FINRA/SIPC.

Services: The Cryptocurrency Digital Platforms and related custody, transfer, and trading services provided by CSPB and CSPB Affiliates to you under this Agreement for your Account.

Statement Period: A period of time, of about one month, covered by an Account statement. The Statement Period may end on any Business Day during the month. We will send you a monthly Account statement if your Account is open at any point during the statement duration, regardless of balance or activity.

Subcustodian: One or more service providers engaged by CSPB to hold, trade, and transfer Cryptocurrencies and hold and safeguard Private Keys associated with your Schwab Crypto™ Account. CSPB may make information about Subcustodians available through **schwab.com/cryptocurrency** or other communications.

Trade Orders: An order placed at your direction through the Cryptocurrency Digital Platforms to buy or sell Cryptocurrencies (as described below), using U.S. dollars or Cryptocurrencies as permitted in this Agreement.

Trading Day: A trading day for your Account is defined as 00:00 UTC to 23:59:59 UTC.

Unsupported Cryptocurrencies: Cryptocurrencies that are **not** on CSPB's list of supported Cryptocurrencies, as listed in the FAQs, or that CSPB, at its discretion, ceases to support.

Wallet: Software or hardware that stores Public and Private Keys and allows a user to interact with a Blockchain—for example, to view the balance associated with a Public Key address and to sign and broadcast transactions using the corresponding Private Key. The Cryptocurrency itself is not "in" the Wallet; ownership is reflected on the Blockchain, and the Wallet's role is to safeguard the Private Key needed to authorize transfers. Wallets are commonly characterized as either "Cold Storage" (offline) or "Hot Storage" (internet-connected).

We/Us/Our/CSPB: Charles Schwab Premier Bank, SSB, a Texas state savings bank.

Websites: The Internet sites and mobile applications of CSPB and all Affiliates through which we offer the Services.

You/Your/Account Holder: Each person who signs the Application Agreement.

Schwab Crypto Account

1. Opening and Closing Your Account

1.1 Acceptance of Terms and Conditions

By signing the Application Agreement, and by opening or using your Account, you acknowledge and agree to be bound by this Agreement and all other documents incorporated into it, including the documents listed at the beginning of this Agreement, and any other related agreements provided to you at or before Account opening or before a particular Service is used.

Your continued use of the Account or any related Service constitutes your ongoing acceptance of this Agreement and any amendments made in accordance with Section 1.2 (Changes to Agreement) below.

1.2 Changes to Agreement

On prior or concurrent written notice to you, we can modify or rescind existing provisions of or add new provisions to this Agreement. By not closing and/or continuing to use your Account, you confirm you will abide by the Agreement, as amended from time to time. Amendments will not affect rights or obligations either CSPB or you incur before the effective date of the amendment. No prior conduct, past practice, or oral statement by any CSPB employee or agent can amend or modify this written Agreement, including, but not limited to, CSPB's right to liquidate or close positions in a Schwab Crypto Account.

1.3 Account Opening

You may open an individual or joint Account with CSPB. By doing so, you authorize CSPB to establish and maintain an Account in your name at CSPB, and to hold your Cryptocurrencies with a Subcustodian, to facilitate the custody, transfer, and trading of Cryptocurrencies and U.S. dollars at your direction. You can access your Account through our Cryptocurrency Digital Platforms. You agree to use the Services, Cryptocurrency Digital Platforms, and your Account in full compliance with this Agreement and all applicable laws.

1.4 Account

Your Account is linked to a corresponding Brokerage Account maintained at Schwab Brokerage.

This Agreement does not alter your Brokerage Agreement with Schwab Brokerage. You are not required to engage in any other transactions, including any securities transactions, in your Brokerage Agreement to maintain an Account and will not be charged fees in your Brokerage Account based on activity related to your Account. your Brokerage Account is governed by a separate set of terms and conditions which includes, but is not limited to, the Brokerage Agreement. Please contact Schwab Brokerage for these separate documents and the terms related to your Brokerage Account with Schwab Brokerage. Schwab Brokerage is not an FDIC-insured bank, and deposit insurance only covers the failure of an insured bank.

We retain the ability to close or restrict your Schwab Crypto Account, including (but not only) when your Brokerage Account is closed or not in good standing. Because the Accounts are linked, any restrictions placed on your Brokerage Account may impact your ability to transact in your Schwab Crypto Account. In addition, Schwab Brokerage may restrict activity in your Brokerage Account based on restrictions we apply to your Schwab Crypto Account.

Cryptocurrencies held in your Account are non-deposit products. Non-deposit products are not insured by the FDIC; are not deposits; and may lose value. **Your Account may only be used for personal, family, or household purposes and cannot be opened or used for business purposes. You agree not to use your Account for business purposes. We may close your Account if we determine it is being used for business purposes.**

1.5 Schwab Brokerage/Account Linking Authorization
This relates to your Brokerage Account at Schwab Brokerage and your Account at CSPB. your Brokerage Account remains an obligation solely of Schwab Brokerage. Likewise, your Account remains an obligation solely of CSPB. By executing this Agreement, you authorize CSPB to instruct Schwab Brokerage to transfer funds from your Brokerage Account to your Account as set forth in this Agreement. CSPB and Schwab Brokerage are acting as your agent in performing these services.

For information regarding your Brokerage Account, please refer to your Brokerage Agreement with Schwab Brokerage.

1.6 Joint or Multiple-Party Accounts
If more than one person's name appears on an Account, the Account is a joint Account. Each joint account holder is jointly and severally liable for all obligations arising under this Agreement or relating to the Account.

Each joint account holder has authority, acting individually and without notice to any other joint account holder, to deal with CSPB as fully and completely as if that joint account holder were the sole account holder. CSPB is authorized to follow the instructions of any joint account holder and to deliver U.S. dollars or Cryptocurrencies in the Account to any joint account holder or upon any joint account holder's instructions.

Each joint account holder authorizes every other joint account holder to operate the Account without the consent of any other joint account holder, including, without limitation, the authority to deposit, withdraw, transfer, trade, access Account information, and close the Account.

CSPB reserves the right, in its discretion, to require written instructions from all joint account holders. CSPB also reserves the right, but is not obligated, to place custody, transfer, trading, or other restrictions on the Account in the event CSPB receives notice of a dispute among, or conflicting instructions from, joint account holders.

Any notice CSPB sends to one joint account holder will be deemed notice to all joint account holders.

1.7 Credit Reports and Other Inquiries
You authorize us to do the following:

- Verify your identity, creditworthiness, and other information (and your spouse's if you live in a community-property state) at any time. To obtain verification, we may contact your employer (and your spouse's, if applicable), obtain consumer and credit reports and make other inquiries, but we are not obligated to do so.
- Provide information about you and your Account to consumer and credit reporting agencies and collection agencies.
- Send text messages and make telephone calls, including telephone calls made using an automatic telephone dialing system and/or an artificial or prerecorded voice message from Schwab relating to your Account, on any telephone number that you have provided to Schwab, either on your account application or otherwise.

You also authorize your wireless carrier (AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to disclose information about your wireless account, such as your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status, subscriber method and device details, if available, to support identity verification, fraud avoidance and other uses in support of transactions for the duration of your business relationship with us. This information may also be shared with other companies to support your transactions with us and for identity verification and fraud avoidance purposes.

You further authorize CSPB to obtain copies of your consumer and credit reports at its discretion, at any time, for reasons including, but not limited to, the following:

- To collect a debit balance in your Account;
- To investigate, detect and prevent fraud involving you or your Account;
- To help us evaluate whether to grant, extend, or modify the terms and conditions of any credit you have applied for or received.

We may deny your application to open an Account or may decline to offer you certain services available under this Agreement in our discretion for any reason permitted by law.

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

1.8 Information Privacy
We may disclose information about your Account to Affiliates and third parties as permitted by this Agreement and as described in our Corporate Privacy Notice. The Corporate Privacy Notice governs our collection, use, sharing, and protection of your personal information and is incorporated by reference into this Agreement. Additional information is available in the Charles Schwab Privacy Center.

1.9 Available Only to U.S. Residents
Accounts are available exclusively to residents of all 50 United States except New York and Louisiana. New York and Louisiana State residents (as defined under applicable state law) are not currently eligible to open an Account. Customers residing in U.S. territories or foreign countries are also not eligible to open an Account. If you relocate to a jurisdiction outside the permitted areas, CSPB reserves the right to restrict Services or close your Account.

1.10 Closing Your Account
You may close your Account at any time. To do so, you must first (i) sell, or transfer through an Outbound Cryptocurrency Transfer (to the extent such functionality is available), all Cryptocurrencies held in your Account and (ii) transfer all cash out of your Account. You will not be able to close your Account if there are any Assets in the Account. Be aware that selling Cryptocurrencies may have tax implications due to any gains or losses incurred, and you agree to remain responsible for any such tax implications related to your Account, even after your Account is closed. **Your Account will be closed if your linked Brokerage Account is closed.**

We may in our discretion close your Account or terminate any or all Services rendered under this Agreement anytime and for any reason, including without limitation based on your breach of this Agreement or the Services no longer being offered by CSPB. In connection with closing your Account or terminating Services, we can (but are not required to) sell all or any part of the Cryptocurrencies in your Account or close any or all transactions in your Account. It is our policy to attempt to contact you, when practicable, before taking any such action; however, we reserve the right to take any such action without prior notice. We can choose which Cryptocurrencies to sell and the sequence and timing of liquidation, and you agree not to hold us liable for such choices or for the timing or manner of liquidation. The proceeds of any such liquidation and any other remaining cash may be transferred to your linked Brokerage Account. Any sale of your Cryptocurrencies by CSPB in this situation may result in tax consequences from any gain or loss you incur from the sale. If you or CSPB closes your Account, you will remain liable for any and all obligations related to your Account even after it is closed. There may be circumstances where, upon your decision to close your Account, the anticipated Network Fee associated with transferring Cryptocurrencies out of your Account is equal to or greater than the amount of Cryptocurrencies in your Account. In any such cases, we retain the right in our sole discretion to purchase your Cryptocurrency from you rather than transferring it. In all cases, we will pay the current value of the Cryptocurrency, rounding up to a minimum of one cent.

1.11 Continued Existence of Blockchain Addresses After Account Closure
You acknowledge that, upon closure of your Account, any deposit address or other blockchain address previously associated with your Account may continue to exist on the applicable Cryptocurrency network. CSPB does not control, and cannot delete, such addresses. You are solely responsible for ensuring that no Cryptocurrencies are sent to any address associated with a closed Account.

1.12 Treatment of Cryptocurrency Transfers Received After Account Closure
If Cryptocurrencies are sent to any address associated with a closed Account ("Post-Closure Transfers"), CSPB may, but is not obligated to, attempt to return such transfers, subject to identity verification, compliance reviews, and operational feasibility. CSPB cannot guarantee that any Post-Closure Transfers will be identified, recovered, or returned.

2. Account Maintenance and Custody Services

2.1 Your Control of Account
You control all Trade Orders, Cryptocurrency Transfers, and Real-Time Fund Transfers conducted through your Account, and CSPB will follow your instructions regarding your Cryptocurrencies and U.S. dollars, in accordance with this Agreement. This means that CSPB will not make any decisions or recommendations regarding the initiation of Trade Orders, Cryptocurrency Transfers, or Real-Time Fund Transfers. At any time, subject to outages, Downtime (as defined below), protocol requirements, time to conduct blockchain operations to fulfill your request, and other applicable policies, you may initiate Trade Orders, Cryptocurrency Transfers, and Real-Time Fund Transfers in your Account, subject to the terms of this Agreement.

2.2 Custody and Transactional Services Provided by Subcustodian(s)
CSPB may execute any of its duties and exercise its rights under this Agreement by or through third-party agents (including affiliates and employees), including Subcustodian(s). By executing this Agreement, you agree to CSPB delegating certain aspects of the custody, transfer, and trading Services for Cryptocurrencies to a Subcustodian, and you acknowledge that certain custody and transaction services in Cryptocurrencies will be executed by a Subcustodian(s). A Subcustodian may trade through, or custody assets using, an omnibus Wallet where your Cryptocurrencies may be commingled with Cryptocurrencies held by CSPB, other CSPB customers, other customers of the Subcustodian, and the Subcustodian's proprietary assets. The Subcustodian commingles its proprietary assets with its customers in order to pay Network Fees associated with Cryptocurrency Transfers. Private Keys associated with Cryptocurrencies held in your Account are controlled by the Subcustodian(s), and you do not have direct access to or control over those Private Keys. You control your Account, Cryptocurrency Transfers and Trade Orders, but do not control the Private Keys associated with your Cryptocurrency. CSPB will select, engage, and monitor any Subcustodian in accordance with applicable law and regulation and CSPB's internal policies and procedures governing third-party risk management.

2.3 Supported Cryptocurrencies
The list of Supported Cryptocurrencies is available in the FAQs and is determined at CSPB's discretion. If CSPB decides, at its discretion, to cease support for a particular Cryptocurrency, CSPB will notify you electronically or by publishing updates to the CSPB website. Upon such notification, CSPB may limit or eliminate Services related to the newly unsupported Cryptocurrency and will provide instructions on how to sell or, when available, transfer your newly unsupported Cryptocurrency off the Cryptocurrency Digital Platforms. Your ability to place Trade Orders or Cryptocurrency Transfers may change due to shifting regulatory status of Cryptocurrencies, and CSPB may restrict or modify Services without prior notice to you.

2.4 Federal Deposit Insurance
Subject to the satisfaction of certain conditions, the Cash Balances (but not any Cryptocurrencies custodied through CSPB) in your Account are held in one or more omnibus deposit account(s) at CSPB and are insured, in aggregate with other deposits you maintain at CSPB, based on account ownership type, by the FDIC, an agency of the United States government, up to the standard maximum deposit insurance amount. The standard maximum deposit insurance amount per depositor is $250,000.

If you have free credit balances in an account held at Schwab Brokerage that are swept to an omnibus account at CSPB, these balances are aggregated, based on account ownership type, with other funds you hold at CSPB, for the purposes of the $250,000 limit. Certain conditions must be satisfied for FDIC insurance coverage to apply. See your Brokerage Agreement for details on sweep options. FDIC insurance does not apply to other types of accounts you may have with our non-bank affiliates (such as accounts you may have at Schwab Brokerage). If you would like additional information, you may contact the FDIC toll-free at 1-877-ASK-FDIC (1-877-275-3342). Information can also be found on the internet at fdic.gov.Accounts at CSPB are not brokerage accounts and are not eligible for SIPC protection.

2.5 Application of the Uniform Commercial Code
All Cryptocurrencies credited to your Account at CSPB are treated as "financial assets" credited to a "securities account." Under Article 8 of the Uniform Commercial Code ("UCC") as adopted under Title 1, Section 8 of the Texas Business and Commerce Code, you are the "entitlement holder" with respect to Cryptocurrencies credited to your Account. Under UCC Article 8, the Cryptocurrencies in your Account are not general assets of CSPB and are protected from claims by CSPB's creditors. It is important to note that the classification of the portion of your Account to which Cryptocurrencies are credited as a "securities account" under UCC Article 8 does not mean that Cryptocurrencies are considered securities under U.S. federal securities laws. Consequently, Cryptocurrencies do not have the same protections as the securities in your Brokerage Account. This classification under UCC Article 8 also does not affect the treatment of Cryptocurrencies under other laws or regulations.

2.6 CSPB Use of Cryptocurrencies
CSPB will not lend, pledge, or hypothecate your Cryptocurrency without your consent. CSPB will not use your Cryptocurrencies to secure or guarantee any obligations or extend credit to CSPB. CSPB will not use your Cryptocurrencies for its operating expenses or any other corporate or business purposes, nor will it voluntarily make your Cryptocurrencies available to its creditors in the event of bankruptcy.

2.7 Rounding
CSPB may round the amount of Cryptocurrencies credited to your Account down to the nearest eighth decimal place (or such further decimal place as CSPB may in its discretion decide from time to time, the "Supported Decimal Place" and the "Rounded Amount"). You agree not to submit any Trade Orders or request or make any Cryptocurrency Transfers that are inconsistent with the Supported Decimal Place and that, in processing any such Trade Orders or Cryptocurrency Transfers or other instructions concerning Cryptocurrency, CSPB may round down to the Rounded Amount. You have no ownership interest or claim against CSPB in relation to any fractional amount that has been rounded down. If CSPB decides, at its sole discretion, to change the Supported Decimal Place, CSPB will notify you.

3. Internet Banking

3.1 Access
Internet Banking allows you to access your Account via computer, telephonic, or wireless transmissions for use on compatible personal, home, or small business computers, including internet appliances with modems, terminals, and network computers, as well as various wireless devices. You understand that for Internet Banking (or any future services made available to you) to perform to your satisfaction, or at all, you are solely responsible for the adequacy of the hardware, software, or other technology you use to access Internet Banking. CSPB does not guarantee that access to the Services or Cryptocurrency Digital Platforms will be available at all times or without interruption.

3.2 Electronic Services Agreement
The terms and conditions that cover your use of Internet Banking are contained in the Electronic Services Agreement ("ESA") and apply equally to your use of your Account under this Agreement. You also acknowledge and consent to the ESA's terms and conditions whenever you use Internet Banking services. Before accessing your Account, you will be presented with the ESA and required to click "I Agree" to the ESA. Whenever you use Internet Banking, or authorize others to use it, you agree to the terms and conditions in this Agreement and in the ESA.

4. Electronic Fund Transfers Disclosures and Terms and Conditions

4.1 Cash Transfers and Holdings with CSPB
To facilitate placing Trade Orders, you must transfer U.S. dollars from your Brokerage Account to your Account. Cash in your Account is used solely for placing Trade Orders and can be transferred back to your Brokerage Account prior to placing a Trade Order at your discretion, although in certain cases cash may not be available for transfer to your Brokerage Account based on any unexecuted Trade Orders to buy Cryptocurrencies, consistent with Section 5.3. We will hold your cash in one or more non-interest-bearing accounts at CSPB pending purchase of Cryptocurrencies.

You can also generally transfer available cash proceeds from Cryptocurrency sales from your Account to your Brokerage Account after settlement of a Trade Order. However, CSPB reserves the right to review, place a hold on, or delay/reject transfer requests: (i) if the transaction may violate laws or involve unlawful activity, (ii) if required by law, including garnishment or Legal Processes, (iii) to address risk of loss or fraud, or (iv) in order to protect you, your counterparties, or CSPB. Additionally, we may impose limits on the number or value of transfers.

4.2 Your Liability for Unauthorized Cash Transfers
This liability statement applies only to electronic cash transfers to or from your Account. It does not cover Trade Orders or Cryptocurrency Transfers, which are discussed below.

Tell us AT ONCE if you believe your Account credentials are lost or stolen. Telephoning is the best way of keeping your possible losses down. you could lose all the cash in your Account. Call (866) 295-0914 if you believe your Account credentials have been lost or stolen. You may also write to us at Charles Schwab Premier Bank, SSB, 3000 Schwab Way, Westlake, TX 76262. If you notify us within two Business Days of discovering the loss or theft, your liability is limited to $50 for unauthorized cash transfers. If you fail to notify us within two Business Days, and we can prove we could have prevented unauthorized use, your liability may increase to $500.

Also, if your statement shows cash transfers that you didn't make or authorize, tell us AT ONCE. If you do not tell us within 60 days after the statement was mailed to you, you may not recover any money you lost after the 60 days if we can prove we could have stopped someone from taking the money had you told us in time. If a good reason kept you from telling us (such as a long trip or hospital stay), we will extend the time period(s).

4.3 Erroneous Cash Transfers
These error resolution procedures apply only to alleged errors in cash transfers in your Account. They do not cover errors involving Trade Orders or Cryptocurrency Transfers, which are discussed below.

Please contact us as soon as you can if you believe your Account statement is incorrect regarding any cash transfer or if you need more information about a listed transfer. Call us at (866) 295-0914 or write to us at Charles Schwab Premier Bank, SSB, 3000 Schwab Way, Westlake, TX 76262.

We must hear from you no later than 60 calendar days after the date we sent the first statement on which the problem or error appeared. If you tell us orally, we may require you to give us written confirmation of the error within 10 Business Days. We'll need the following information:

1. Your name and Account number.
2. A description of the error or the cash transfer in question.
3. A clear explanation of why you believe it is an error or why more information is needed.
4. The dollar amount of the suspected error.

We will complete our investigation within 10 Business Days after we hear from you and we will correct any error promptly. If more time is needed, we may take up to 45 days to investigate. If we decide to do this, we will provisionally credit your Account within 10 Business Days for the amount

you think is an error, allowing you access to the funds. If we request a written confirmation and do not receive it within ten (10) Business Days, we may not provisionally credit your Account.

For errors involving new Accounts or foreign-initiated transactions, we may take up to 90 days to investigate. For new Accounts, we may take up to 20 Business Days to provisionally credit your Account for the amount you think is an error.

We will inform you of the results within three Business Days after completing our investigation. If no error is found, we will provide a written explanation. You may request copies of the documents used in our investigation.

4.4 Our Liability with Respect to Cash Transfers
CSPB will be liable for your losses or damages if we fail to complete a cash transfer to or from your Account on time or in the correct amount, per this Agreement. However, exceptions apply, and we will not be liable in the following situations:

- If, through no fault of ours, there are insufficient funds in your Account to complete the transfer.
- If the system was not functioning properly and you were aware of the issue when initiating the transfer.
- If circumstances beyond our control, such as fire or flood, prevent the transfer despite our reasonable precautions.
- As otherwise stated in this Agreement.

4.5 Right to Receive Documentation of Electronic Fund Transfers
You will receive a statement in any month in which you have or conduct (or could conduct) an electronic funds transfer (EFT). A statement will be issued to the primary Account owner for any monthly Statement Period in which an EFT has been conducted (or could be conducted).

4.6 Disclosures to Third Parties
We will disclose information to third parties about your Account or the transfers you may initiate: (i) where it is necessary for completing transfers, or (ii) in order to verify the existence and condition of your Account for a third-party, such as a credit bureau or merchant, (iii) in order to comply with government agency or court orders, (iv) in order to comply with required disclosures to government agencies (e.g., SAR filings), (v) for purposes of compliance with CSPB's Privacy Policy, or (vi) if you give us your written permission. We may disclose your information to Affiliates, as permitted by the Gramm-Leach-Bliley Act and other applicable law.

4.7 Real-Time Fund Transfers and Provisional Credit
Real-Time Fund Transfers are available to facilitate transfer of funds between your Account and your Schwab Brokerage Account. Initiating Real-Time Fund Transfers from your Brokerage Account is the only way to transfer U.S. dollars into your Account. Real-Time Fund Transfers are available during Schwab business hours Monday through Friday. Any Real-Time Fund Transfers submitted outside of these hours will be processed the following Business Day.

If you initiate a Real-Time Fund Transfer between your Brokerage Account and your Account, we or Schwab Brokerage have discretion to grant you provisional credit, in which case you will have access to funds transferred to the Account designated by you on the day you specify the Real-Time Fund Transfer should occur. We or Schwab Brokerage may, in our discretion, refuse to provide the provisional credit, regardless of previous provisional credit(s) for Real-Time Fund Transfers provided to you in the past. We retain the right to change the hours in which Real-Time Fund Transfers are available or set limits on provisional credit, including to buy Cryptocurrencies, with notice to you as required by law.

You agree to immediately repay us the full amount of any overdraft or provisional credit, and authorize us to debit your Brokerage Account or Account if:

- For any reason the Real-Time Fund Transfer from your Brokerage Account fails (such as during a system or hardware failure or while transferring money between your Account and your Brokerage Account);
- CSPB does not receive final settlement for the Real-Time Fund Transfers; and
- CSPB provides provisional credit to pay for any of your spot Cryptocurrency transactions.

You agree to immediately repay us, for the benefit of Schwab Brokerage, the full amount of any provisional credit granted by Schwab Brokerage and authorize us to debit your Account for such amount, for the benefit of Schwab Brokerage, if:

- Schwab Brokerage does not receive final settlement for Real-Time Fund Transfers; and
- Schwab Brokerage provides provisional credit to pay for any outstanding items.

5. Purchase and Sale of Cryptocurrencies

5.1 Trade Orders
You may place a Trade Order to buy or sell Cryptocurrencies through the Cryptocurrency Digital Platforms. You are permitted to purchase Cryptocurrencies using cash held in your Account, and cash proceeds from the sale of Cryptocurrencies will be credited solely into your Account. You may then transfer your sale proceeds out of your Account to your Brokerage Account.

When you place a Trade Order to purchase Cryptocurrencies, (i) you represent and warrant that you have sufficient funds in your Account to fulfill your Trade Order, and (ii) you irrevocably authorize us to debit and credit the corresponding amounts related to your Trade Order. When you place a Trade Order to sell Cryptocurrencies, you irrevocably authorize us to credit your Account with the proceeds of your sale executed in strict accordance with your Trade Order. CSPB reserves the right to reject or cancel any Trade Order that does not comply with these terms.

Trade Orders may be subject to processing delays, sequencing, or prioritization based on system architecture, operational constraints, or market conditions.

5.2 CSPB Role
CSPB will facilitate Trade Orders through its Subcustodian(s) on your behalf without assuming any market risk in the ordinary course of executing transactions. CSPB does not have the ability to direct the use of your Cryptocurrencies. Trades may be routed by a Subcustodian to third-party liquidity providers. CSPB never holds any market position in the Cryptocurrencies you purchase or sell. This means that your transactions will only be executed if a Subcustodian can identify a trade or trades facilitating your Trade Order. CSPB's role is strictly limited to executing your

instructions without providing investment advice or recommendations. You agree to be solely responsible for your investment decisions and to provide accurate instructions. You also agree that CSPB has no obligation to disclose the identity of a Subcustodian or other liquidity provider.

5.3 Available Balance for Trading
When a Trade Order is entered, the notional U.S. dollar value of the purchase or the quantity of Cryptocurrencies for the sale, plus applicable fees, will be deducted from your Account's available balance. An additional reserve may be deducted for market orders to protect against market fluctuations. If a Trade Order expires, is canceled, or the executed value is less than the amount deducted, the deducted value or difference, as relevant, may be returned to your Account. Available Cash Balances are updated in real-time to reflect intraday activity.

5.4 Downtime
You agree and understand that part or all of the Internet Banking or Services may be periodically unavailable during scheduled maintenance, unscheduled downtime, or because of third-party network or communications systems outages or delays (collectively, "Downtime"), which may result in dramatic changes in prevailing market prices when Services resume for any Cryptocurrencies and associated Trade Orders and Cryptocurrency Transfers.

5.5 Trade Order Submission and Balance Limits
You may submit Trade Orders in U.S. dollars or in Cryptocurrencies, but only up to the Cryptocurrency balance or Cash Balance available in your Account (net of applicable fees, as described below). The U.S. dollar value of a Trade Order will be rounded to the nearest cent. If one cent or less remains in a Trade Order submitted in U.S. dollars, we will treat the order as filled. Trade Orders submitted as U.S. dollars will be converted to a Cryptocurrency quantity for execution.

5.6 Available Balance
You agree that Cryptocurrency and Cash Balances associated with executed Trade Orders may not be available until settlement is completed in your Account. You may place additional Trade Orders and request transfers only to the extent of the available balances displayed in the Cryptocurrency Digital Platforms. When open Trade Orders exist, refer to the available balances displayed to determine the Cryptocurrency or U.S. dollar amounts available for additional Trade Orders, cash transfers, or Cryptocurrency Transfers.

5.7 Market Trade Orders
You acknowledge that a quote obtained at or prior to placing a market Trade Order for Cryptocurrencies is not a guarantee that your order will be executed at the quoted price. Prices may change between the time a Trade Order is placed and executed, and CSPB is not liable for these fluctuations. If you place a market order, you agree to pay or receive the prevailing market price at execution, even if it differs significantly from your expectations or from the quote received at the time you entered your Trade Order. If you submit a limit order, you agree to pre-fund the amount of such limit order up to the price threshold you select when submitting such limit order. There is no guarantee that CSPB or its Subcustodian(s) will be able to execute all or part of a limit order at the limit order price, even if some market data sources indicate that the Cryptocurrency has reached the limit order price. Market data quotes and sizes for Cryptocurrencies are not necessarily firm and immediately executable.

5.8 Execution and Order Fulfillment
Trade Orders and Cryptocurrency Transfers will be processed in accordance with this Agreement, as amended from time to time. CSPB will process Trade Orders and Cryptocurrency Transfers in accordance with your instructions, this Agreement, and its applicable policies and procedures governing Trade Orders and Cryptocurrency Transfers, subject to the limitations and conditions described in this Agreement. Execution and settlement are subject to available liquidity and prevailing market conditions. Your Trade Order or Cryptocurrency Transfer may be rejected, cancelled, declined to be acted upon, or partially filled at any time, in whole or in part for any reason, subject to this Agreement and applicable law.

5.9 Execution Quality
Trade Order execution is subject to market conditions and available liquidity. You agree that your Trade Orders may be executed at prices less favorable than prices that may be available elsewhere in the market. You also agree that CSPB does not have a duty to seek best execution for your Trade Orders.

5.10 CSPB's Right to Reject, Delay, or Cancel Trade Orders
You acknowledge that CSPB is under no obligation to execute any Trade Order that conflicts with applicable law or this Agreement. Trade Orders may be subject to additional review by CSPB, and CSPB may request further information from you to verify a Trade Order.

Without limiting any other provision of this Agreement, CSPB reserves the right, at its discretion, to reject or refrain from acting on any Trade Order (i) based on CSPB's applicable policies and procedures, including the outcomes of CSPB's transaction monitoring and screening processes, (ii) where there is reasonable doubt regarding the Trade Order's contents, authorization, origination, or compliance with CSPB's policies and procedures, (iii) where it reasonably believes that acting on the Trade Order could (a) necessitate additional registration or qualification as a regulated entity, (b) violate or facilitate the violation of any applicable law, or (c) expose CSPB to financial or other liability, and, in each case, CSPB will use reasonable means to promptly notify you of its decision if permitted by applicable law, or (iv) to enforce transaction limits imposed under this Agreement and current CSPB policies.

5.11 Trade Orders are Final
Once a Trade Order is executed, unless otherwise noted in this Agreement, the transaction is final and cannot be reversed. While CSPB may, at its discretion, permit you to attempt to cancel a Trade Order that has not yet been executed, there is no guarantee that any Trade Order can be canceled once initiated. Notwithstanding the foregoing, CSPB may take the actions described in this Agreement to correct, reverse, or cancel transactions in limited circumstances.

5.12 Trade Order Confirmations
CSPB will provide you with electronic access to your Trade Order history, including records of completed, fulfilled, and pending Trade Orders. You will also receive trade notifications via email and through your message center. In addition, you may receive push and SMS notifications for Trade Orders if you opt in. In the event of any discrepancy between information displayed on the Cryptocurrency Digital Platform and CSPB's internal ledgers, CSPB's internal ledgers shall control, absent manifest error. If you have any questions regarding a Trade Order, you may call (866) 295-0914.

5.13 Transactions Not Recorded on a Blockchain
Trade Orders will not be recorded on a Blockchain. You should refer to your Trade Order history and Account information as described above instead.

5.14 Responsibility for Trade Orders
You are fully responsible for all Trade Orders entered through your Account, whether entered by you or by anyone using your credentials or other access methods you have enabled. You agree that CSPB may act on, and treat as authorized, any Trade Order we reasonably believe to be submitted by you or by someone authorized to act for you. CSPB will investigate and address reported errors in accordance with this Agreement and applicable law.

If you believe an error or unauthorized Trade Order has occurred, contact CSPB customer service immediately at (866) 295-0914. You acknowledge that you have an affirmative duty to review your statements, trade confirmations, and other trade-related communications for accuracy and completeness and notify us immediately of any items you believe to be in error. You agree to waive any objections to the trades, positions, funds transfers, checks, disbursements, fees, and other information set forth on any confirmations and account statements unless you notify us of an unauthorized transaction or other error in writing within 10 days of our communication to you, except as otherwise provided in this Agreement or by applicable law. You agree that we are not liable for any damages or market fluctuations resulting from an error you fail to timely report to us or due to your delay in reporting an error to us.

5.15 Review of Potentially Erroneous Executions
CSPB monitors for potential execution irregularities and may, in its discretion, remediate transactions that it determines, after review, were executed in error. If you believe a transaction in your Account was executed in error, you must contact CSPB customer service immediately at (866) 295-0914.

5.16 Restrictions, Reversals and Cancellations and Cryptocurrency Transfers
We reserve the right to delay, review, reject, cancel, correct, claw back, or reverse any Trade Order or Cryptocurrency Transfer in our discretion including, without limitation, (i) for our protection against credit risks; (ii) in response to subpoena, court order, or request from a government agency or law enforcement authority; (iii) if we suspect the transaction may involve fraudulent, unusual or unauthorized activity; (iv) if a Subcustodian, or one of our liquidity providers cancels a transaction; (v) if we, a Subcustodian, or one of our liquidity providers deems that a transaction is erroneous or inconsistent with the prevailing price at the time of execution; (vi) in the event of system error or operational issue; or (vii) if the transaction otherwise violates this Agreement or applicable law. CSPB may take these actions to address errors, operational issues, or other circumstances where CSPB determines that the action is necessary to process transactions in accordance with this Agreement or to ensure the proper operation of the Services in accordance with this Agreement. In any such instance, we may reverse or cancel the transaction and are under no obligation to reinstate a Trade Order or Cryptocurrency Transfer at the same price or on the same terms as the canceled or reversed transaction.

We may, without prior notice, impose limits on the size, frequency, or aggregate value of your Trade Orders or Cryptocurrency Transfers or condition, restrict, or decline Trade Order or Cryptocurrency Transfers activity in your Account as necessary for risk management, compliance, regulatory, or operational reasons. CSPB, in its discretion, may add or remove Cryptocurrencies from the Service, determine Cryptocurrency eligibility, and suspend trading in any Cryptocurrency at any time.

5.17 Limitations on Transactions and Positions
You acknowledge and agree that: (a) CSPB may, in its discretion and without prior notice, establish, modify, or impose limits on Trade Orders or position sizes; (b) CSPB may decline, cancel, delay, suspend, or condition any instruction by you to execute a Trade Order; and (c) CSPB shall have no liability for exercising any such discretion, provided it acts in accordance with this Agreement and applicable law.

5.18 Cryptocurrencies Not Eligible as Customer Collateral
You acknowledge and agree that Cryptocurrencies held in your Account may not be, and are not, eligible to serve as collateral or margin for any lending, credit, financing, margin, or similar extension of credit by CSPB or its Affiliates. You agree that you will not, and cannot, pledge, rehypothecate, encumber, or otherwise use any Cryptocurrency as collateral or margin for any such purposes with CSPB or its Affiliates.

6. Cryptocurrency Transfers

6.1 Cryptocurrency Transfers
You must be enrolled in Cryptocurrency Transfer functionality, when available, in order to initiate Cryptocurrency Transfers. Enrollment requires you to successfully complete identity verification and authentication requirements established by CSPB. We may, in our sole discretion, determine whether such requirements have been satisfied and whether to permit, limit, suspend, or terminate your enrollment or ability to initiate Cryptocurrency Transfers at any time, with or without notice, and may require you to re-satisfy applicable requirements before restoring such functionality. Once you are enrolled, you may transfer Supported Cryptocurrencies into your Account through an Inbound Cryptocurrency Transfer and out of your Account through an Outbound Cryptocurrency Transfer. In addition to the provisions of this Section, the provisions of Section 5 apply to Cryptocurrency Transfers as noted.

6.2 Transferring Cryptocurrency Into Your Account from External Wallets
You agree that to transfer Cryptocurrency into your Account, you must initiate an Inbound Cryptocurrency Transfer from an External Wallet by submitting instructions through the Cryptocurrency Digital Platform, and you must initiate the transfer from an External Wallet. You must first specify the type of Supported Cryptocurrency you intend to receive. CSPB will then provide a compatible deposit wallet address for that specific type of Cryptocurrency. It is crucial to use the correct deposit wallet address; using an incorrect or incompatible address will result in the loss of Cryptocurrencies. You agree to ensure that you send only a Supported Cryptocurrency, use the correct Blockchain network, and use the correct Subcustodian Wallet address. An Inbound Cryptocurrency Transfer will be credited to your Account only after the Subcustodian completes its compliance review and the transaction receives the number of Blockchain network confirmations required by CSPB or the Subcustodian. CSPB, through its Subcustodian, will add to your Account all Inbound Cryptocurrency Transfers in accordance with your instructions, subject to the compliance review, confirmation, limit, and other requirements described in this Agreement. You agree to be responsible for any applicable Network Fee that may be associated with In-Bound Cryptocurrency Transfers that you initiate.

6.3 Transferring Cryptocurrency Out of Your Account to an External Wallet
Before initiating an Outbound Cryptocurrency Transfer to an External Wallet, you may be required to designate and validate an External Wallet for use with your Account and complete any identity verification, authentication, compliance, risk review, approval, activation, or waiting period required by CSPB. CSPB may decline, delay, suspend, remove, or require revalidation of any External Wallet at any time in its discretion. You agree that to transfer Cryptocurrency out of your Account, you must initiate an Outbound Cryptocurrency Transfer by submitting instructions through the Cryptocurrency Digital Platform specifying the destination External Wallet address, the Cryptocurrency and Blockchain network, and the amount to be transferred. You agree that you are solely responsible for verifying that all Cryptocurrency Transfer details are complete and accurate before you submit your instructions. CSPB, through its Subcustodian, will initiate and broadcast Outbound Cryptocurrency Transfers in accordance with your instructions, subject to the compliance review, confirmation, limit, and other requirements described in this Agreement.

6.4 Transfers Between Schwab Crypto™ Accounts
You agree that to transfer Cryptocurrency between Schwab Crypto Accounts, you must initiate the Cryptocurrency Transfer by submitting instructions through the Cryptocurrency Digital Platform specifying the destination Wallet address, the Cryptocurrency and Blockchain network, and the amount to be transferred. All such transfers occur on the applicable Cryptocurrency network and are subject to CSPB's and the relevant Subcustodian's compliance, risk, and operational reviews. CSPB, through its Subcustodian, will initiate and broadcast Cryptocurrency Transfers between Schwab Crypto Accounts in accordance with your instructions, subject to the compliance review, confirmation, limit, and other requirements described in this Agreement. You agree to be responsible for any applicable Network Fee that may be associated with Cryptocurrency Transfers between Schwab Crypto Accounts that you initiate. Cryptocurrency Transfers between Schwab Crypto Accounts may be delayed, conditioned, restricted, held, rejected, or subject to additional operational, compliance, legal, risk-management, or security reviews before or after initiation.

6.5 Authorization
When you initiate a Cryptocurrency Transfer, you represent and warrant, and you are solely responsible for ensuring, that (i) you have sufficient Cryptocurrencies in your External Wallet or other Schwab Crypto Wallet for an Inbound Transfer and in your Account for an Outbound Transfer, and (ii) the Cryptocurrency Transfers relate to Supported Cryptocurrencies and supported Blockchain networks. In addition, you irrevocably authorize us to debit and credit the corresponding amounts in your Account related to your Cryptocurrency Transfer. CSPB reserves the right to reject or cancel any Cryptocurrency Transfer that does not comply with these terms.

6.6 Irreversibility
You acknowledge that a Cryptocurrency Transfer, once broadcast to the applicable Blockchain network, cannot be canceled, reversed, or recalled, even while it is in a pending state. Neither CSPB nor any Subcustodian guarantees the identity of any sender, recipient, or other party to a Cryptocurrency Transfer, or that any requested Cryptocurrency Transfer will be confirmed by the applicable Blockchain network, which neither CSPB nor the Subcustodian controls.

6.7 Completion
A Cryptocurrency Transfer shall be deemed complete only when the applicable confirmations, reviews, and account crediting processes required by CSPB and its Subcustodian have been satisfied. Cryptocurrency Transfers may be subject to processing delays, sequencing, or prioritization based on system architecture, operational constraints, or market conditions.

6.8 Transfer Limits
You agree that CSPB may, in its sole discretion and without prior notice, establish, modify, or impose limits on the number, frequency, dollar value, or amount of Cryptocurrency Transfers you may make, and that CSPB and its Subcustodian may enforce such limits, including by declining or delaying any Cryptocurrency Transfer that would exceed them. Such limits may be imposed in light of, for example, market and network conditions or compliance reasons. Information about current limits is provided on the Cryptocurrency Digital Platform, including at the time you initiate a Cryptocurrency Transfer and on the Crypto Account FAQs on **Schwab.com**.

6.9 Pending Transfers
A Cryptocurrency Transfer is not complete while it is pending. A requested Cryptocurrency Transfer will remain pending until the (i) Subcustodian has completed all required compliance screenings and (ii) the transaction has received the required number of Blockchain network confirmations. You agree that any Cryptocurrency subject to a pending Cryptocurrency Transfer will not be available to you for trading, transfer, or any other use while the transfer is pending. A Cryptocurrency Transfer may remain pending for operational, compliance, risk-management, legal, security, or network-related reasons. The timing of initiation, review, broadcast, account debit, network confirmation, and availability in a destination Wallet or receiving account may differ.

CSPB and its Subcustodian may place Cryptocurrencies subject to a pending Cryptocurrency Transfer on hold or otherwise restrict such Cryptocurrencies while a review is conducted.

6.10 Compliance Screening, Holds, and Rejection
All Cryptocurrency Transfers and External Wallets are subject to screening by the Subcustodian for compliance with applicable anti-money laundering, sanctions, and other legal and regulatory requirements, including screening against lists maintained by the U.S. Office of Foreign Assets Control ("OFAC"). If an External Wallet or any Cryptocurrency Transfer is flagged, the relevant Cryptocurrency will be held and will not be available to you while a compliance review is conducted. You agree that CSPB and its Subcustodian may delay, decline, reject, or reverse (to the extent possible) any Cryptocurrency Transfer that fails or is pending compliance review, or that CSPB or the Subcustodian determines may violate applicable law or the terms of this Agreement. Following successful completion of compliance screening, the Cryptocurrency will be made available for the applicable Cryptocurrency Transfer.

6.11 Transfers of Unsupported Cryptocurrencies
You agree that if you attempt to initiate a Cryptocurrency Transfer of a Cryptocurrency that is not a Supported Cryptocurrency, send a Supported Cryptocurrency over an unsupported network, or transfer to or from an incompatible External Wallet, the relevant transfer of Cryptocurrency may be delayed, lost, or unrecoverable. CSPB and the Subcustodian will use best efforts to return unsupported Cryptocurrency if the Cryptocurrency Transfer is technically recoverable, but the recovery will be at your expense and you will be required to provide a valid return address. There is no guarantee that any such Cryptocurrency can be returned, and neither CSPB nor its Subcustodian has any obligation to accept, hold, credit, or return Cryptocurrency that cannot reasonably be recovered. CSPB is not responsible for any loss of Cryptocurrency resulting from use of an incorrect, incompatible, unsupported, or erroneous wallet address, network selection, or transfer instruction.

6.12 CSPB's Right to Reject, Delay, or Cancel Cryptocurrency Transfers
You acknowledge that CSPB is under no obligation to execute any Cryptocurrency Transfer that conflicts with applicable law or this Agreement. Cryptocurrency Transfers may be subject to additional review by CSPB, and CSPB may request further information from you to verify a Cryptocurrency Transfer.

Without limiting any other provision of this Agreement, CSPB reserves the right, at its discretion, to reject or refrain from acting on any Cryptocurrency Transfer (i) based on CSPB's applicable policies and procedures, including the outcomes of CSPB's transaction monitoring and screening processes, (ii) where there is reasonable doubt regarding the Cryptocurrency Transfer's contents, authorization, origination, or compliance with CSPB's policies and procedures, (iii) where it reasonably believes that acting on a Cryptocurrency Transfer request could (a) necessitate additional registration or qualification as a regulated entity, (b) violate or facilitate the violation of any applicable law, or (c) expose CSPB to financial or other liability, and, in each case, CSPB will use reasonable means to promptly notify you of its decision if permitted by applicable law, or (iv) to enforce transaction limits imposed under this Agreement and current CSPB policies.

6.13 Cryptocurrency Transfer Confirmations
CSPB will provide you with electronic access to Cryptocurrency Transfer history, including records of completed, fulfilled, and pending Cryptocurrency Transfers. You will also receive Cryptocurrency Transfer notifications via email and through your message center. In addition, you may receive push and SMS notifications for Cryptocurrency Transfers if you opt in. In the event of any discrepancy between information displayed on the Cryptocurrency Digital Platform and CSPB's internal ledgers, CSPB's internal ledgers shall control, absent manifest error. If you have any questions regarding a Cryptocurrency Transfer, you may call **866-295-0914**.

6.14 Responsibility for Cryptocurrency Transfers; Erroneous Cryptocurrency Transfers
You are fully responsible for all Cryptocurrency Transfers entered through your Account, whether entered by you or by anyone using your credentials or other access methods you have enabled. You agree that CSPB may act on, and treat as authorized, any Cryptocurrency Transfer we reasonably believe to be submitted by you or by someone authorized to act for you. CSPB will investigate and address reported errors in accordance with this Agreement and applicable law. If you believe an erroneous or unauthorized Cryptocurrency Transfer has occurred, contact CSPB customer service immediately at **866-295-0914**, and in any event no later than ten (10) Business Days after first receiving information reasonably sufficient to identify the alleged error. Failure to provide timely notice may limit CSPB's liability to the extent permitted by law.

6.15 Unauthorized "Dust"
From time to time, attempted cyberattacks on Wallets can result in small amounts of Cryptocurrency, or "dust," being transferred into a Wallet on an unauthorized basis. You have no rights to or ownership in any unauthorized dust that may be transferred into your Account, and no such dust will be evident on any Account statements related to your Account. For security purposes, we will transfer any unauthorized dust out of your Account.

7. Market Data and Educational Content

You acknowledge and agree that prices of Cryptocurrencies displayed on the Cryptocurrency Digital Platforms are compiled by one or more Subcustodians, are for reference only, and should not be relied upon as the expected price for any Trade Order or Cryptocurrency Transfer you submit. You are responsible for verifying all market reference data provided by CSPB and determining if any Trade Order or Cryptocurrency Transfer is appropriate for you based on your investment objectives, financial circumstances, and risk tolerance. CSPB does not guarantee or certify the accuracy, completeness, timeliness or correct sequencing of the market data or other information made available through CSPB, any third-party information providers, or any other third-party transmitting information (the "Information Transmitters"). You agree that neither CSPB, any information providers, nor the Information Transmitters shall be liable in any way for the accuracy, completeness, timeliness or correct sequencing of the market data or other information, or for any decision made or action taken by you relying upon the market data or other information. You further agree that neither CSPB, any information providers nor any Information Transmitters will be liable in any way for the interruption of any data, information or other aspect of CSPB's electronic services. You understand that none of the market data or other Information available through CSPB's electronic services constitutes a recommendation or solicitation that you should purchase or sell any particular Cryptocurrency or engage in any specific investment strategy involving Cryptocurrencies.

Descriptions of Blockchain technology, Wallets, Private Keys, or other technical concepts provided in any disclosure or educational materials are intended solely to facilitate general understanding and do not alter the nature of the custody, trading, transfer, or recording mechanisms applicable to your Account as set forth in this Agreement.

8. Fees and Costs

You agree to pay all fees, expenses, charges, and obligations incurred for any Services under this Agreement and as set forth in the Cryptocurrency Pricing Guide, including any applicable Network Fees. CSPB can modify the Cryptocurrency Pricing Guide at any time and your continued use of the Service following a modification to the Cryptocurrency Pricing Guide will evidence your consent to any such modification. CSPB will provide notice to you of any change in fee or new fee applicable to you in accordance with applicable laws and regulations. CSPB does not charge a separate fee for fund transfers between your Account and your Brokerage Account. Please refer to your Brokerage Agreement for information about fees charged by CS&Co.

8.1 Fees Payable to CSPB
CSPB charges Cryptocurrency Trading Fees when you place a Trade Order. You will be charged and are responsible for paying all Cryptocurrency Trading Fees when you place a Trade Order. Information on pricing and fees for Trade Orders and Cryptocurrency Transfers can be found in the Cryptocurrency Pricing Guide. CSPB may change fees from time to time and will provide advance notice as required by applicable laws and regulations. CSPB can modify its Cryptocurrency Pricing Guide at any time, and will provide notice to you in accordance with applicable laws and regulations. Your continued use of your Account or the Services following a change in fees or new fees will evidence your consent. CSPB reserves the right, but has no obligation, to negotiate different prices or arrangements than those described in the Cryptocurrency Pricing Guide or elsewhere with account holders and with unaffiliated third parties acting as agents for certain account holders.

8.2 Fees Payable to Subcustodians
CSPB will pay certain fees to one or more Subcustodians to provide custodial, transfer, and trading services for your Account. You are not responsible for paying those fees.

8.3 Network Fees

When you request a Cryptocurrency Transfer, you will be charged a fee that is designed to cover the cost of Network Fees. For Outbound Cryptocurrency Transfers, or Cryptocurrency Transfers between Schwab Crypto™ Wallets, we will disclose this fee to you before your Cryptocurrency Transfer. The amount of Cryptocurrency Network Fees required to process a transfer fluctuates constantly. The Cryptocurrency Network Fee you will be charged is the relevant Subcustodian's estimate of the Cryptocurrency Network Fee the network will require to process your requested Cryptocurrency Transfer. The Cryptocurrency Network Fee that you will pay to cover this fee may be higher or lower than the actual Cryptocurrency Network Fee paid to the network, based on market conditions. If the actual Cryptocurrency Network Fee is higher, that amount is the Subcustodian's responsibility, and you will not be charged anything additional. If the actual Cryptocurrency Network Fee is lower, the Subcustodian will retain the difference. CSBP and its affiliates do not pay or receive any portion of the Cryptocurrency Network Fee. A Subcustodian may benefit from this arrangement in certain transactions and on an aggregate net basis. In the case of delays in an outbound transfer due to CSPB's screening procedures, CSPB will cover any increase in fees or retain any decrease in fees and may therefore benefit from a decrease.

When you transfer Cryptocurrencies into your Account from an External Crypto Wallet, you will pay any Cryptocurrency Network Fees in conjunction with initiating the Cryptocurrency Transfer and not through your Account. You can refer to the Cryptocurrency Pricing Guide for more information about Network Fees.

9. Responsibility for Reporting and Payment of Taxes

9.1 Tax Reporting and Customer Responsibilities

You are considered the owner of all Assets held in your Account by CSPB under this Agreement for tax purposes. It is solely your responsibility to determine the applicability of taxes and tax reporting obligations related to your Assets, Account, Trade Orders, and Cryptocurrency Transfers. You agree to timely pay any applicable federal, state and local taxes and file all necessary returns, reports, and disclosures as required by law. CSPB does not provide tax or legal advice. Consult a tax professional for guidance on your specific circumstances and Cryptocurrency transactions.

9.2 Tax Information

When you open an Account, we are required to obtain, and each U.S. citizen or resident alien must give us, a certified U.S. Taxpayer Identification Number (TIN), information regarding your backup withholding status and information regarding your status as a U.S. person. When you sign the Application Agreement for an Account, you certify—that is, sign under penalty of perjury—that you have provided the correct TIN for the account holder (taxpayer) named on the Application Agreement, the correct backup withholding status and the correct information about your status as a U.S. person.

For personal Accounts, the TIN is your Social Security number (SSN). For personal Accounts with more than one owner, we report taxpayer information for the person whose TIN is provided on the Application Agreement as the primary account holder. Resident aliens who do not qualify for Social Security should provide their Individual Taxpayer Identification Number (ITIN).

If you do not provide us with TIN certification and certify that you are not subject to backup withholding, if the Internal Revenue Service (IRS) notifies us that the TIN you gave us is incorrect, or if the IRS notifies us that you failed to report all your interest and dividends on your tax return, we are required to backup withhold at the then-current backup withholding rate on gross proceeds from sales of Cryptocurrencies in your Account and pay the withheld amount to the IRS. Backup withholding is not an additional tax.

You represent and warrant that all information, including tax-related information, provided to CSPB is accurate, complete, and current. If any information changes, you agree to notify CSPB immediately and provide updated information. CSPB will issue IRS Form 1099 or other tax forms as required by law and report them to the IRS or relevant authorities. CSPB is not responsible for errors or omissions in tax information not required to be reported. We may disclose information about your Cryptocurrencies, Account, and transactions as required by tax authorities or government entities.

9.3 Cost Basis

When you purchase Cryptocurrencies in your Account, CSPB will track and report your cost basis. Transactions in Cryptocurrencies are treated on a first in/first out (FIFO) basis for gain/loss reporting and transfer reporting. Sales of Cryptocurrencies that you have transferred into your Account are reported to the IRS as noncovered securities. You are responsible for verifying the accuracy of any gain or loss and cost basis information used for your tax reporting purposes.

9.4 Payments and Indemnity

You authorize CSPB to deduct taxes from your Account and/or withhold taxes from any amounts paid to you, remitting such amounts to the relevant taxing authority as deemed necessary by CSPB. If any taxes become payable on amounts previously paid to you, CSPB may deduct or withhold any cash or property you own, hold, or receive in relation to your Assets, Account, or other property, to satisfy such taxes. You remain liable for any tax deficiencies.

Without limiting any other provision in this Agreement, you agree to indemnify and hold CSPB harmless from and against any and all liabilities, penalties, interest, or additions to tax resulting from any delay or failure by CSPB to pay or withhold taxes imposed on your Cryptocurrencies, cash, or other property, or to report any tax information with respect to your Cryptocurrencies, cash or other property, including your transactions in any of them.

10. Representations and Warranties

10.1 Your Representations and Warranties

You represent, warrant and covenant to CSPB that:

i. You are a U.S. resident who is eighteen years of age or older and not a resident of New York or Louisiana, as defined by relevant state law, or any U.S. territory.

ii. You have provided CSPB with accurate and current information regarding your primary state of residence and will notify CSPB before changing your primary residence to another state, U.S. territory or foreign country. You understand and agree that you may no longer be eligible for the Services if you become a resident of a state or foreign country where CSPB does not offer its Services.

iii. You will immediately notify CSPB of any change in your contact information (including email address, mailing address, and telephone number). You

agree that CSPB is not responsible for any non-delivery of communications caused by your failure to do so.

iv. There is no claim pending, or to your knowledge, threatened, and no encumbrance or other lien that may adversely affect any Assets held in your Account.

v. You own all Assets in your Account free and clear of all liens, claims, security interests, and encumbrances (except those granted in this Agreement) and have all rights, title, and interest in the Assets necessary for CSPB to perform its obligations under this Agreement.

vi. You are not the target of any economic, financial, or trade sanctions or embargoes, export controls, or other restrictive measures imposed by the United States, the European Union, any EU member state, the United Kingdom, or the United Nations ("Sanctions"), nor are you located, organized, or resident in a country or territory restricted or prohibited by any Sanctions ("Sanctioned Party").

vii. You do not know or suspect that any part of the Assets (including any U.S. dollars transferred from your Brokerage Account or proceeds of any Trade Order or Cryptocurrency Transfer) are or will be derived from, held for the benefit of, or related to transactions with or on behalf of any Sanctioned Party, nor that any Sanctioned Party has or will have any legal or beneficial interest in the Account or Assets.

viii. You do not know or suspect that any part of the Assets was derived from unlawful activities, or that any part of the Assets or proceeds will be used to finance unlawful activities.

ix. You acknowledge that CSPB may, with or without prior notice, freeze, or suspend your Account, or hold, block, or reject a transaction if CSPB has cause to investigate, determines, suspects, or is advised that such actions are necessary to comply with anti-money laundering, sanctions, or other laws. You acknowledge that CSPB is not liable for any losses incurred as a result of these actions. You acknowledge that CSPB may be required to report suspicious transactions and disclose your identity to authorities, and is not permitted to disclose those reports to you.

x. CSPB is entitled to rely upon instructions that it reasonably believes have been authorized by you and shall not be responsible for losses resulting from impersonation fraud, social engineering fraud, or fraudulent instructions that CSPB reasonably believes to be valid.

xi. You are solely responsible for reviewing and understanding this Agreement, including without limitation the Risk Disclosures and Cryptocurrency Pricing Guide, and asking any questions you may have, and for any and all decisions you make regarding your Assets.

xii. Without limiting the generality of Section 10.1xi above, you are aware of the risks associated with giving Trade Orders or making Cryptocurrency Transfers, and you (a) accept these risks; (b) will safeguard any devices or credentials related to accessing your Account; (c) agree to follow security procedures that provide reasonable protection; and (d) acknowledge that activities within your Account may be presumed by CSPB to have been authorized by you.

11. Limitations on CSPB's Responsibility and Liability

11.1

CSPB's liability to you is limited, and there are specific restrictions on the types and amounts of losses for which CSPB can be held responsible.

11.2 CSPB Liability

CSPB will perform its obligations under this Agreement consistent with its internal policies and procedures and laws applicable to regulated banking institutions. Except as expressly provided in this Agreement or required by applicable law, CSPB does not undertake any additional duties or obligations. CSPB has no implied duties or other obligations. CSPB is not required to comply with any other agreements to which you are a party. Nothing in this Agreement limits CSPB's obligations under applicable law. Our sole liability and that of our affiliates to you, your heirs, legal representatives, assigns or any other party for any wrongful act or failure to act in connection with any of the products or services provided to you shall be any direct damages, which will be limited to the amount of any funds or the fair market value of any property lost directly resulting from CSPB's failure to perform its obligations under this Agreement. In no event shall CSPB or its affiliates be liable for any indirect, incidental, special, consequential, or punitive damages, including any loss of profits, loss of opportunity, loss of goodwill, or market losses, even if advised of the possibility of such damages. We disclaim any and all warranties, whether express or implied, including, but not limited to, all warranties of merchantability or fitness for a particular purpose. If CSPB fails to perform a transaction or service in accordance with this Agreement, CSPB may be liable for direct damages as set forth above. However, CSPB will not be liable where such failure results from circumstances beyond its reasonable control, any Force Majeure Event, third-party actions or omissions, system failures, or your failure to comply with this Agreement.

11.2.1

For purposes of this Agreement, "third-party actions or omissions" include those of Blockchain networks and related participants (such as validators or node operators), liquidity providers, trading venues, External Wallets, and other market or infrastructure participants, telecommunications providers, or other infrastructure or service providers not engaged by CSPB to perform services on its behalf. Notwithstanding the foregoing, Subcustodian(s) engaged by CSPB to provide custody or execution services shall not be treated as a "third party" for purposes of this Section; provided, however, that CSPB shall not be liable for the acts or omissions of any Subcustodian except to the extent directly resulting from CSPB's failure to comply with its obligations under this Agreement or laws and regulations governing CSPB's relationships with Subcustodians.

11.2.2 Loss of Value

You agree that CSPB is not liable for any loss of value of your Cryptocurrency investment, including but not limited to any loss of value attributed to any action in response to a Network Event. For more information on Network Events and associated risks, please review the Schwab Crypto™ Disclosure Document. If CSPB declines to support any such Network Event, you have no right, claim, or entitlement to any assets created, distributed, or available on an unsupported network. CSPB's ability to deliver assets resulting from Network Events may depend on third parties outside CSPB's control, and CSPB has no obligation to notify you of, or take any action in response to, any Network Event. Further, CSPB shall not be liable for losses, lost opportunities, or market movements arising from delays in executing, processing, reviewing, settling, or crediting a Trade Order or Cryptocurrency Transfer, or from any failed Trade Order or Cryptocurrency Transfer, except to the extent resulting directly from CSPB's gross negligence, willful misconduct, or violation of applicable law.

11.2.3 Service Interruptions, Risk of Loss, and Operational Risks

You acknowledge that your access to the Services may be delayed, interrupted, or disrupted due to circumstances beyond CSPB's reasonable control, including system failures, cyberattacks, network congestion, network Downtime, or Force Majeure Events. In addition, due to the nature of Blockchain systems, transactions are reliant on third-party validation and consensus mechanisms, among other features; if those systems fail (or experience delays, hacks or interruptions), there is risk of temporary or complete loss of your Assets. You agree that CSPB shall not be liable for any losses arising from such events or operational failures of a Blockchain.

11.2.4 Third-Party Information Disclaimer

Solely for your convenience, CSPB may provide links or references to third-party websites, platforms, or services that offer information regarding Cryptocurrency transactions, including but not limited to transaction status, confirmations, or related data. These third-party resources are not under the control of CSPB, and CSPB does not review, endorse, warrant, or guarantee the accuracy, completeness, timeliness, or reliability of any information, content, or services provided by such third parties. CSPB is not responsible or liable for any losses, damages, or claims arising from your use of, reliance on, or inability to access any third-party website, platform, or service, whether or not such resources are referenced or linked by CSPB. You acknowledge and agree that any information obtained from third-party sources is used at your own risk, and CSPB expressly disclaims any liability for errors, omissions, or inaccuracies in such information, including any impact on your transactions or Account.

11.2.5 No Liability for Trade Order and Cryptocurrency Transfer Cancellations by External Venues

If any trading venue, liquidity provider, External Wallet, or market cancels, reverses, unwinds, or otherwise nullifies a trade or Cryptocurrency Transfer executed or routed in connection with your Trade Order or Cryptocurrency Transfer request, CSPB and any Subcustodian may take the same or corresponding action with respect to your Trade Order or Cryptocurrency Transfer. CSPB shall have no liability to you for any losses you may have as a result of any such actions, including lost profits, revenue, goodwill, or other losses based on market movements, except in the case of our error, gross negligence, or willful misconduct.

11.2.6 Non-Liability for Non-Performance

CSPB is not liable for any failure to perform its obligations if such performance is prevented, hindered, or delayed by your failure to comply with this Agreement or a Force Majeure Event. CSPB's obligations under this Agreement will be suspended for the duration of any Force Majeure Event.

CSPB has discretion to cease supporting a particular Cryptocurrency at any time and will not have any liability for that decision. CSPB has discretion to change its policies or procedures due to legal, regulatory, operational, security, or reputational risks without notice, and will not have liability for such decisions, except as provided elsewhere in this Agreement or required by applicable law.

11.2.7 No Fiduciary Duties

CSPB does not undertake any fiduciary duties to you. CSPB has no fiduciary duty to you in any respect, including regarding the Cryptocurrencies held in your Account under this Agreement, regardless of whether an Affiliate of CSPB has provided or is providing other services to you.

11.2.8 No Investment Advice

CSPB does not provide investment advice in relation to Cryptocurrencies. CSPB is not acting as an investment manager, commodity trading advisor, futures commission merchant, broker, or dealer, nor as an investment, financial, legal, or tax adviser. CSPB does not recommend any investment actions regarding the Cryptocurrencies in your Account. CSPB will hold your Cryptocurrencies and execute your Trade Order and Cryptocurrency Transfer instructions based on this Agreement and your instructions.

12. Remedies for Non-Payment

If you fail to pay CSPB any amounts required under this Agreement or in connection with your Account, CSPB is entitled to exercise all remedies available under this Agreement and applicable law. Without limiting the generality of the foregoing, such remedies expressly include the rights provided in Sections 13, 15, and 16 below. All such remedies are cumulative and not exclusive, and the exercise of any one remedy shall not preclude the exercise of any other right or remedy available to CSPB under this Agreement, at law, or in equity.

13. Lien and Set-Off Rights

You agree that, unless prohibited by applicable law, CSPB may, without prior notice, apply or set off any funds, credits, or assets in any account you maintain with CSPB, your linked Brokerage Account, or any other CSPB Affiliate against any and all obligations, indebtedness, or liabilities you owe to CSPB, CS&Co., or any other Affiliate of CSPB, whether direct or indirect, absolute or contingent, now existing or hereafter arising, including obligations arising in connection with your linked Brokerage Account or any other account you maintain with any CSPB Affiliate (the "Right of Set-Off"). We may use this Right of Set-Off without giving you any notice (unless notice is required by applicable law) and without going through any Legal Processes or court proceedings.

This Right of Set-Off applies to all Assets and funds of yours in our possession or control, as well as any assets and funds of yours that you maintain at any Affiliate, including U.S. dollars transferred between your linked Brokerage Account and your Account or any assets held in accounts with any other CSPB Affiliate. CSPB may exercise the Right of Set-Off or enforce a security interest without prior notice or demand and without Legal Process, except where notice is required by applicable law.

We may also place a hold or restriction on any of your Accounts, including your linked Brokerage Account or any other account you maintain with any Affiliate, if we have or reasonably anticipate a claim against you or intend to exercise our Right of Set-Off. During any such hold, withdrawals or transfers may be restricted.

You grant CSPB, on its own behalf and on behalf of its Affiliates, a continuing lien and first-priority security interest in all Assets in your Account to secure all liabilities to CSPB and its Affiliates under this Agreement. You may not grant any other person a lien or similar rights against the Assets without CSPB's prior written consent.

If you fail to satisfy any liability to CSPB (including those with respect to Affiliates), or fail to perform any obligation under this Agreement, it constitutes a default. CSPB may exercise the rights of a secured party under the Uniform Commercial Code of Texas, including selling or using Assets in your Account to discharge liabilities without notice, as permitted by law.

CSPB may deduct from your Account, your linked Brokerage Account, or any account you maintain with an Affiliate any fees, costs, or expenses it incurs in responding to any garnishment, attachment, levy, subpoena, court order, or other legal process relating to your Account and any affiliate Accounts, including administrative expenses and attorneys' fees, to the fullest extent permitted by applicable law. Any such legal process shall be subject to CSPB's Right of Set-Off and any lien or security interest CSPB has in the Account.

14. Use of Proprietary Information

All information provided through CSPB or its electronic services, including any third-party research or content, is protected by applicable copyright law and remains the property of CSPB, its licensors, or third-party providers. You may not reproduce, retransmit, disseminate, sell, distribute, publish, broadcast, circulate, or commercially exploit any such information in any manner without prior written consent from CSPB or the relevant

rights holder. You agree not to use any information provided for any unlawful purpose and to comply with all reasonable written requests from CSPB intended to protect proprietary rights in such information and electronic services.

15. Trading, Transfer, or Disbursement Restrictions

You agree that CSPB may, in its discretion, place trading, transfer, disbursement, or other restrictions on your Account, including but not limited to the following circumstances:

(i) pursuant to a court order, levy, garnishment, or other Legal Process; (ii) at the request of a government agency, regulatory body, or law enforcement authority; (iii) in the event of a dispute regarding the Assets in your Account, including disputes between registered or beneficial owners; (iv) in the event of a dispute between or among joint or multiple account holders, including joint tenants, trustees, or authorized agents; (v) in the event of a dispute between or among beneficiaries, or regarding the proper beneficiary(ies) of your Account; (vi) upon the death or disability of an account holder; (vii) pursuant to escheatment laws, rules, or regulations; or (viii) as a result of violations (such as transfer, trading or trade-related violations). These restrictions may limit your ability to place trades or transfer funds or Cryptocurrency in your Account. Additionally, any similar restrictions placed on your linked Brokerage Account may limit or prevent your ability to trade, transfer, or disburse Assets in your Account.

You agree to abide by any such restriction and not to initiate trades or transactions that would violate the restriction. CSPB may sell Assets in your Account to comply with any court order, garnishment, levy, or other legal obligation imposed by a court, government agency, regulatory body, or law enforcement authority. **You agree to indemnify and hold CSPB harmless from any claims, losses, damages, or expenses (including reasonable attorneys' fees) caused by or related to any restriction placed on your Account or any transaction placed by you in violation of such restriction. You agree to provide any documentation or information requested by CSPB to have a restriction removed from your Account.** CSPB may charge your Account a processing fee for handling any court order, garnishment, levy, subpoena, or other Legal Process received in connection with your Account.

16. Liquidation of Cryptocurrencies

CSPB may liquidate your Cryptocurrencies under certain circumstances. CSPB, as a secured party, has the right to liquidate your Cryptocurrencies under this Agreement, any other agreement, or applicable law, or if required to satisfy a court order, levy, or Legal Process. Due to frequent and rapid fluctuations in Cryptocurrency values, there is no obligation to liquidate at the best price for you. CSPB will notify you once your Account is closed, but there is no obligation to notify you before liquidation.

Your agreement to arbitrate does not prevent CSPB from exercising self-help rights under this Section, Section 12, Section 13, or Section 15. These Sections benefit CSPB. CSPB is not liable for any losses incurred due to actions taken in accordance with Section 12, Section 13, Section 15, this Section, or applicable law.

16.1 Death or Incompetence

You agree to notify us promptly if any owner on your Account dies or is declared incompetent by a court. We may place a hold on your Account and refuse to accept deposits or to permit withdrawals when an owner dies or is declared incompetent. We may retain Assets in your Account until we know the identity of the successor.

17. Legal Process

We may accept and act on any Legal Process that we believe to be valid without any liability by us to you, whether served in person, by mail, or by facsimile transmission, at locations other than the office at which the Account, property or records are held, or in one state for property or records held in another state.

If the order directs us to turn over funds or other property, then, depending on the type of order, we either immediately deliver the funds or property or hold them for a legally permitted period, usually no longer than 21 days.

We may charge your Account a Legal Process fee for each order. You agree to pay our fees and expenses for research and copying of documents and all other expenses, including administrative expenses, we incur in responding to any Legal Process related to your Account. These may include attorneys' fees. We may deduct these fees and expenses from any of your Accounts without prior notice to you. Any garnishment, attachment or other levy against your Account is subject to our right of setoff and any security interest we have in the Account.

18. Governing Law

This Agreement, and the rights and obligations we both have, are governed by and interpreted according to applicable State of Texas and federal law. You acknowledge that all Services are being provided by CSPB in the State of Texas.

19. Resolving Disputes

19.1 Arbitration

You agree to settle by arbitration any dispute or controversy between you, CSPB, and/or any of our officers, directors, employees, or agents relating to your Account or to your relationship with us. In connection with this arbitration agreement, you and CSPB acknowledge that:

- Arbitration is final and binding on the parties.
- The parties waive their right to seek remedies in court, including the right to a jury trial.
- Pre-arbitration discovery is generally more limited than in court proceedings.
- The arbitrators' award is not required to include factual findings or legal reasoning, and any party's right to appeal or seek modification of rulings by the arbitrators is strictly limited.

You agree that this Agreement involves commerce as contemplated by the United States Arbitration Act. Any arbitration under this Agreement will be conducted in accordance with the United States Arbitration Act (Title 9, United States Code), notwithstanding any choice of law provision in this Agreement. Arbitration, including the selection of an arbitrator(s), will be conducted in accordance with the then-current rules for arbitration of

the American Arbitration Association (AAA). If AAA is unable or unwilling to serve as the provider of arbitration, we may substitute another national arbitration organization with similar procedures. The arbitrator(s) will follow the law and give effect to statutes of limitation in determining any claim. Any controversy concerning whether an issue is arbitrable will be determined by the arbitrator(s). The award of the arbitrator(s) will be in writing and include a statement of reasons for the award. The award will be final and binding on the parties. Judgment upon the award may be entered in any court of competent jurisdiction. You hereby agree to waive the applicability of the Texas Uniform Arbitration Act, or the similar act in your jurisdiction, to the fullest extent permissible by law.

Each party shall bear its own initial arbitration costs, as determined by the rules and regulations of the arbitration forum, and attorneys' fees. In the event of financial hardship, the arbitration forum may waive certain costs in accordance with such rules.

19.2 Self-Help and Provisional Remedies
Either you or we may exercise self-help remedies such as setoff, or obtain provisional or ancillary remedies from a court of competent jurisdiction before, after or during the pendency of any arbitration. Neither the obtaining nor the exercise of any such remedy will waive the right of either party to demand that the related or any other controversy be determined by arbitration as provided in this Agreement.

20. Statements and Notices

20.1
As a condition of your eligibility to use the Services or to access your Account through the Cryptocurrency Digital Platforms, Internet Banking, or other Websites, CSPB may, upon notice to you, require that you accept delivery of Account statements and other records or documents (collectively, "Communications") by electronic means such as electronic mail or through one of our Websites. CSPB may deliver certain Communications by paper in limited circumstances, including when paper delivery is selected for your linked Brokerage Account. The terms governing paperless delivery for your Account are set forth in the Informed Consent for Paperless Agreement Addendum for Schwab Crypto™ Accounts, which is incorporated into this Agreement by reference.

20.2
You must regularly review Account statements, transaction history, pending transfers, transfer confirmations, and other Account activity for unauthorized, erroneous, or fraudulent Cryptocurrency Transfers.

21. Protecting Your Account

Your role is extremely important in the prevention of wrongful use of your Account. If you find that your records and ours disagree, or if you suspect any problem or unauthorized activity on your Account, call customer service immediately. If you fail to notify us in a timely manner, your rights may be limited.

21.1 Cellular or Cordless Telephones
To help safeguard against potential unauthorized use of your Account, you should conduct your transactions with us in a location that protects your privacy and your private information. Confidential Account information can be intercepted over the airwaves without your knowledge or authorization. In certain circumstances, if we suspect that your Account or you are a victim of identity theft or fraud, you may be contacted by us or by one of our service providers at any phone number you provide, including by voice or text message to a cell phone number that you provide to us. Note that messaging and data rates may apply. If you do not wish to receive text messages, you may opt out by texting "STOP" when you receive a text message.

21.2 Examining Statements and Reporting Problems
There are other sections in this Agreement that relate to problems or unauthorized transactions in your Account. This section covers all transactions and information that are not specifically covered elsewhere in this Agreement.

21.2.1
CSPB will provide you with information regarding activity in your Account, which may include, as applicable:

- Trade Orders, including completed, fulfilled, and pending Trade Orders;
- Real-Time Fund Transfers between your Account and your linked Brokerage Account; and
- Cryptocurrency Transfers, including transfers to or from an External Crypto Wallet and transfers between Schwab Crypto Accounts.

21.2.2
Information regarding Account activity may be made available through one or more CSPB or Affiliate digital platforms, including **Schwab.com** and Schwab mobile. Certain information may not be available on all platforms, including thinkorswim™.

21.2.3
Your Account statements, together with CSPB's books and records, constitute the official record of activity in your Account.

21.2.4
You agree to promptly examine your Account statements and any other notices we send you, and to notify CSPB of any errors or unauthorized activity in accordance with the applicable provisions of this Agreement.

21.3 Trusted Contact Person and Temporary Holds on Your Account
A Trusted Contact Person ("TCP") is someone at least 18 years of age you tell us we can contact if we suspect you may be subject to financial exploitation or if we have questions about your mental or physical well-being. For example, many people in their advancing years may demonstrate declining cognitive ability. The TCP may be able to help you and CSPB in such circumstances. Designating one or more TCPs is solely your decision and is optional. By electing a TCP, you understand that you have authorized CSPB to contact the TCP at our discretion and to disclose any information about your Account to help us address the situations noted above. This includes disclosing information about your Account to address possible financial exploitation, confirming the specifics of your current contact information, your mental and physical health status, or the identity of any legal guardian, executor, trustee, or holder of a power of attorney on your Account(s); or as otherwise permitted by industry regulations or state law. This means that you have authorized CSPB to contact the TCP at our discretion and to disclose any information to address possible financial exploitation, to confirm the specifics of your current contact information, health status, or the identity of any legal guardian, executor, trustee or holder of a power of attorney, or as otherwise permitted by industry regulations or state law.

Your TCP will be the same for all your Accounts, so if you provide or update your TCP for one Account, it will apply to all of your Accounts. You may change or remove your TCP at any time by contacting CSPB by phone, in writing, or through our website in the manner we designate. If your Account has multiple owners, each account holder has the option to elect their own TCP(s). In other words, if this is a joint Account, your TCP will not necessarily apply to your joint account holder. A TCP is a source of information for CSPB and is not a power of attorney. A TCP is not authorized to make investment decisions or withdraw funds from your Account.

You authorize us to place a temporary hold on any Trade Orders, Cryptocurrency Transfers, or Real-Time Fund Transfers if CSPB reasonably believes financial exploitation has been attempted or has occurred in your Account or in other circumstances we believe are necessary for your protection. You also acknowledge that we may report any reasonable belief of financial exploitation, or in other circumstances we believe are necessary for your protection, to the applicable regulatory body, to a state adult protective services agency, or to law enforcement agencies.

Providing CSPB with a TCP does not ensure that financial exploitation will not be attempted or occur. **You agree to indemnify and hold harmless CSPB, its affiliates, and their directors, officers, employees, and agents from and against all claims, actions, costs, and liabilities, including attorney's fees, arising out of or relating to: CSPB contacting your TCP; CSPB putting a temporary hold on Trade Orders, Cryptocurrency Transfers, and/or Real-Time Fund Transfers in your Account; and CSPB not contacting your TCP or placing temporary holds on Trade Orders, Cryptocurrency Transfers, and/or Real-Time Fund Transfers in your Account.**

22. Miscellaneous

22.1 Severability

If any provision of this Agreement is or becomes illegal, invalid, or unenforceable under any applicable law, the remaining provisions shall remain in full force and effect, as shall that provision under any other law.

22.2 Controlling Document

If any agreement, policy, disclosure, or other written document provided to you in connection with your Account or any related Services conflicts or is inconsistent with this Agreement, the terms of this Agreement shall control and prevail.

For the avoidance of doubt, unless expressly stated otherwise in this Agreement, all rights, obligations, terms, and conditions governing your Account and the Services provided by CSPB in connection with your Account are solely as set forth in this Agreement. This Agreement supersedes any conflicting rights, obligations, terms, or conditions in any other generally applicable CSPB, Schwab Brokerage, or affiliate materials provided to you. For the avoidance of doubt, you are not subject to any terms or conditions applicable to direct customers of any Subcustodian with respect to the Services.

22.3 Waiver of Rights

No failure or delay by CSPB in exercising any right or remedy under this Agreement shall constitute a waiver of that right. Any waiver of any right will be limited to the specific instance. The exclusion or omission of any provision or term from this Agreement shall not be deemed a waiver of any right or remedy CSPB may have under applicable law.

22.4 Recording and Monitoring Telephone Calls

We may record or monitor telephone calls between you and us. We need not remind you of our recording or monitoring before each call unless required to do so by law.

22.5 Release of Information

We offer you several convenient, time-saving methods by which you can obtain information on your Accounts. We have adopted reasonable security measures for each access method, but we cannot ensure against "unauthorized" inquiries. You agree that we are not responsible for the release of information to anyone who has gained possession of any access device, Account number or identifying characteristics, such as your Social Security number, even if you have not authorized them to obtain the information.

22.6 Sharing Information with Affiliates and Joint Marketing Partners

We may share information that we have about you and your accounts with our Affiliates and joint marketing partners. Please see our publication *Facts: What Does the Charles Schwab Corporation Do With Your Personal Information?* (or any successor publication) for information about the categories of information we may share and how you may tell us not to share certain types of information. Transaction and experience information related to servicing your Account will be shared with Schwab Brokerage as applicable.

22.7 Consent to Assignment

CSPB may assign this Agreement, delegate its duties, and transfer the Account to any of its Affiliates or successors and assigns, whether by merger, consolidation, or otherwise, without notice to you. You may not assign or transfer any of your rights or obligations under this Agreement. Any attempted transfer or assignment in violation of this provision shall be null and void.

22.8 Use of Third Parties

CSPB may perform any of its duties or obligations under this Agreement through depositories, Subcustodians, subcontractors, or agents (including its Affiliates), on terms it deems necessary or advisable.

22.9 General

You acknowledge that, in providing you with the Services, CSPB has relied upon your agreement to be bound by the terms of this Agreement and any user or license agreement(s) related to or accompanying Electronic Services–related software. You further acknowledge that you have read, understood, and agreed to be bound by the terms of: (i) the user license agreement of any Electronic Services–related software; and (ii) the terms of your Brokerage Agreement(s) and any other agreement with Schwab Affiliates that applies to your Account(s), all as currently in effect and amended from time to time.



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