

Employee Stock Option Exercise and Equity Award Agreement

This is your agreement with Schwab regarding the use of Schwab's brokerage services to exercise your employee stock options and equity awards. The company name you enter below will be referred to as the "Issuing Company" throughout the remainder of this document. This includes your employer and any spun-off subsidiary, affiliate or future employer. **The Issuing Company that granted the options may also require you to complete (an) internal company form(s) before you can exercise your options. This Agreement is not a substitute for your company's internal form(s). Please contact your company's Stock Plan Administrator or Schwab Stock Plan Services at 1-800-654-2593 about your company's internal form requirements.**

Please complete, sign and return this Agreement to: Schwab Stock Plan Services, Charles Schwab, Mail Stop 03-410, 9601 East Panorama Circle, Englewood, CO 80112-3441. Keep a copy for your records.

Please supply the following information:

Your Name (please print)	Your Company's Name (Issuing Company)	Your Business Phone Number
Your Schwab Account Number	Your Social Security Number	Employee ID

Check the appropriate boxes:

- a) I am I am not an officer, director or 10% shareholder of the Issuing Company.
 b) I have I have not been notified by the Issuing Company that I am an "affiliate," as defined in Rule 144 under the Securities Act of 1933, as amended.

I agree to be bound by the Employee Stock Option Exercise and Equity Award Agreement printed on the reverse side of this form.

By signing this Agreement, I acknowledge that I have received a copy of the account terms to retain for my records.

Signature and Date Required

X		
Employee Signature	Print Name	Date

Read and sign below to add a margin feature to your brokerage account.

Please complete only if you already have a brokerage account but do not have a margin feature on this account. You must have a margin feature if the Issuing Company requires payment for the exercise of your option prior to settlement of the sale and receipt of the shares. Check with the Issuing Company.

I agree to be bound by the Account Agreement (which includes the Cash Account Agreement, the Margin and Short Account Agreement and Disclosure of Credit Terms and Policies, and other written agreements between me and Schwab). In consideration of Schwab accepting and carrying for me a Margin and Short Account,

I hereby agree to be bound by such Account Agreement, as currently in effect and as amended from time to time.

All Securities and Other Property now or hereafter held in my account may be pledged, repledged, hypothecated or rehypothecated either separately or together with securities of other customers either for the amount due Charles Schwab & Co., Inc. or for a greater sum. Interest on debit balances will be charged and compounded in accordance with the Account Agreement (which includes Schwab's Disclosure of Credit Terms and Policies), and as permitted under the laws of California.

To trade on margin, you borrow from Schwab, using all your Schwab assets as security for your loan. Margin transactions are riskier than cash purchases. It is your responsibility to carefully consider your individual circumstances and market conditions before trading on margin. If your assets drop in value, you may be asked to bring in more assets or your assets will be sold without notice at a loss to repay your loan. Read the Account Agreement for more information on your obligation and risks. If your account is liquidated to a deficit, you are responsible for repaying the remaining debit balance.

By signing this Agreement, I acknowledge that I have received a copy of the account terms to retain for my records.

Holders of accounts with margin features further acknowledge that securities securing loans from Schwab may be lent to Schwab and lent by Schwab to others.

Signature(s) and Date(s) Required

X		
Employee Signature	Print Name	Date
X		
Joint Account Holder Signature	Print Name	Date

FOR CHARLES SCHWAB USE ONLY:		
Customer has been approved for Margin and Short Account.	Approved by	Print Name of Approver
Date Approved	Source Code	Branch Office and Account Number



Employee Stock Option Exercise and Equity Award Agreement Terms

1. When signed by me and returned to Charles Schwab & Co., Inc. ("Schwab"), this form will be my standing authorization for Schwab to exercise stock options on my behalf and sell the shares underlying the options upon my instructions to Schwab. I acknowledge that completion of this form, or any other Schwab form, does not complete my stock option exercise, and that I must call Schwab's Corporate and Executive Services at 1-800-654-2593, or if I am calling from outside the U.S., I can call Schwab toll-free by simply going to <http://eac.schwab.com> for the hyperlink to AT&T Direct Dial and give verbal instructions, or I may sign on to <http://eac.schwab.com> to exercise my options. I will receive from Schwab a confirmation and statement concerning all such transactions. Upon such instructions from me to Schwab, my instructions shall be irrevocable. I understand that Schwab may verify the availability of my stock options with the Issuing Company but is not obligated to do so. I understand that it is my sole responsibility to contact the Issuing Company on or before the expiration date to ensure that the exercise of the options has been effected.
 2. I hereby authorize Schwab to make payment to the Issuing Company in an amount sufficient to pay for the exercise of stock options which I have directed Schwab to exercise on my behalf. I further authorize Schwab to apply the proceeds of the sale of shares acquired through the exercise of such options against amounts advanced by Schwab in payment of the exercise price of such options, and to further apply such proceeds against any tax withholding obligations incurred as a result of the transaction. I authorize Schwab, at its sole discretion, to communicate with the Issuing Company regarding the acquisition and disposition of the shares, including, without limitation, notification of the sale of stock acquired as the result of an exercise of a stock option and matters relating to income tax withholding. Funds will be paid to the Issuing Company either prior to settlement of sale and receipt of shares, or upon settlement of sale and receipt of shares, depending on the Issuing Company's requirements.
 3. Many Issuing Companies require their employees to complete the Company's own Notice of Intent to Exercise form or other internal form, separate and apart from this Agreement and any other Schwab documents. I understand and agree that it is my sole responsibility to determine whether or not my company requires (an) internal form(s) and to complete and deliver the form(s) directly to the company in a timely manner and to comply with all other procedures established by the Issuing Company for the exercise of employee stock options. I UNDERSTAND THAT MY FAILURE TO TURN IN THE PROPER INTERNAL FORM(S), OR TO PROPERLY FOLLOW OTHER PROCEDURES ESTABLISHED BY THE ISSUING COMPANY, MAY RENDER MY STOCK OPTIONS WORTHLESS.
 4. I understand and agree that it is my sole responsibility to inform Schwab of the correct expiration date of my options and to immediately notify Schwab of any event, such as resignation or termination from the Issuing Company, that may affect the expiration date. If I wish to initiate an exercise of my options within 30 days of their expiration, I agree to notify the Issuing Company's Stock Plan Administrator immediately to ensure that my options will be exercised.
 5. I understand that if the exercised option(s) is a non-qualified option, tax withholding may be required by the Issuing Company. If so, a separate tax payment will be sent to the Issuing Company by Schwab, and the amount thereof will be deducted from my account.
 6. If my account is a margin account, I authorize Schwab to extend credit to me in my margin account if the Issuing Company requires remittance of funds prior to settlement of sale and receipt of shares. (Please complete the "add a margin feature" section on page one if your brokerage account does not already have a margin feature.) I understand that this extension of credit by Schwab for an option exercise and payment of any required withholding for taxes and certificate issuance fees will result in a debit balance in my margin account that must be maintained in accordance with margin credit regulations promulgated by the Board of Governors of the Federal Reserve System. I agree that Schwab will charge interest on all credit extended to me. I further understand that Schwab will not require the immediate sale of the shares received from the exercise of my options, provided that my margin account contains enough collateral to support Schwab's extension of credit. If I choose to retain my shares, I authorize and direct Schwab to take delivery of the shares and to deposit the shares in my Schwab margin account.
 7. I hereby represent that:
 - a. The options offered for the exercise were granted to me as compensation arising out of my status as an employee or contractor of the Issuing Company;
 - b. I have read and understood the Issuing Company's prospectus or other documents regarding the policies and procedures for the exercise of employee stock options. If I have any questions about these procedures, I will consult with the Issuing Company's Stock Plan Administrator;
 - c. I am aware that the exercise of the options and/or the subsequent sale of shares acquired thereby may involve adverse tax consequences. I acknowledge that neither Schwab nor its officers, employees or agents are authorized to give tax advice. I am relying solely on other sources for advice with respect to the tax effect of stock option transactions;
 - d. I understand that my eligibility to receive dividends on stock acquired through the exercise of stock options depends upon factors beyond Schwab's control, such as the Issuing Company's policy with respect to record dates for dividend purposes and the Issuing Company's promptness in registering stock in my name. I agree not to hold Schwab liable for dividends lost or owed as a result of the policies or actions of the Issuing Company;
 - e. In the event that the sale date of my stock is prior to its issuance date, I will be responsible for any dividends or stock splits which may take effect in the period between the sale date and the issuance date;
 - f. I understand that Schwab will rely upon the above representations in conjunction with stock option exercise transactions, and that I may be held liable for any losses which result from any representations which prove to be inaccurate.
8. I am aware that various federal and state laws or regulations may be applicable to my transactions, including insider trading laws, and I shall conduct these transactions in conformity with all applicable laws and regulations. In particular, I will not conduct any transactions in this account at any time during which I am in possession of any material nonpublic information concerning the Issuing Company or any securities of the Issuing Company.
 9. If exercised option shares are sold prior to their delivery to Schwab, I agree to be liable for any losses that Schwab may incur as a result of a failure to receive the option shares in a timely manner. I further agree not to hold Schwab liable for any losses, damages, costs or expenses, including legal fees, I incur as the result of my failure to timely complete or deliver any internal form(s) required by the Issuing Company or to follow any other procedures established by the Issuing Company with respect to the issuance and exercise of stock options.
 10. Additional Terms for Equity Awards: An Equity Award Agreement is required in order to grant access to view and sell equity awards via <http://eac.schwab.com>.
 11. **Information About SIPC.** To obtain information about Securities Investor Protection Corporation (SIPC), including an explanatory SIPC brochure, please contact SIPC at www.sipc.org or 1-202-371-8300.

Employee Stock Option Exercise and Equity Award Agreement Terms

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These terms relate to your account and are part of the Account Agreement between each account holder and Schwab. Please retain for your files.

1. When signed by me and returned to Charles Schwab & Co., Inc. ("Schwab"), this form will be my standing authorization for Schwab to exercise stock options on my behalf and sell the shares underlying the options upon my instructions to Schwab. I acknowledge that completion of this form, or any other Schwab form, does not complete my stock option exercise, and that I must call Schwab's Corporate and Executive Services at 1-800-654-2593, or if I am calling from outside the U.S., I can call Schwab toll-free by simply going to <http://eac.schwab.com> for the hyperlink to AT&T Direct Dial and give verbal instructions, or I may sign on to <http://eac.schwab.com> to exercise my options. I will receive from Schwab a confirmation and statement concerning all such transactions. Upon such instructions from me to Schwab, my instructions shall be irrevocable. I understand that Schwab may verify the availability of my stock options with the Issuing Company but is not obligated to do so. I understand that it is my sole responsibility to contact the Issuing Company on or before the expiration date to ensure that the exercise of the options has been effected.
2. I hereby authorize Schwab to make payment to the Issuing Company in an amount sufficient to pay for the exercise of stock options which I have directed Schwab to exercise on my behalf. I further authorize Schwab to apply the proceeds of the sale of shares acquired through the exercise of such options against amounts advanced by Schwab in payment of the exercise price of such options, and to further apply such proceeds against any tax withholding obligations incurred as a result of the transaction. I authorize Schwab, at its sole discretion, to communicate with the Issuing Company regarding the acquisition and disposition of the shares, including, without limitation, notification of the sale of stock acquired as the result of an exercise of a stock option and matters relating to income tax withholding. Funds will be paid to the Issuing Company either prior to settlement of sale and receipt of shares, or upon settlement of sale and receipt of shares, depending on the Issuing Company's requirements.
3. Many Issuing Companies require their employees to complete the Company's own Notice of Intent to Exercise form or other internal form, separate and apart from this Agreement and any other Schwab documents. I understand and agree that it is my sole responsibility to determine whether or not my company requires (an) internal form(s) and to complete and deliver the form(s) directly to the company in a timely manner and to comply with all other procedures established by the Issuing Company for the exercise of employee stock options. I UNDERSTAND THAT MY FAILURE TO TURN IN THE PROPER INTERNAL FORM(S), OR TO PROPERLY FOLLOW OTHER PROCEDURES ESTABLISHED BY THE ISSUING COMPANY, MAY RENDER MY STOCK OPTIONS WORTHLESS.
4. I understand and agree that it is my sole responsibility to inform Schwab of the correct expiration date of my options and to immediately notify Schwab of any event, such as resignation or termination from the Issuing Company, that may affect the expiration date. If I wish to initiate an exercise of my options within 30 days of their expiration, I agree to notify the Issuing Company's Stock Plan Administrator immediately to ensure that my options will be exercised.
5. I understand that if the exercised option(s) is a non-qualified option, tax withholding may be required by the Issuing Company. If so, a separate tax payment will be sent to the Issuing Company by Schwab, and the amount thereof will be deducted from my account.
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7. I hereby represent that:
 - a. The options offered for the exercise were granted to me as compensation arising out of my status as an employee or contractor of the Issuing Company;
 - b. I have read and understood the Issuing Company's prospectus or other documents regarding the policies and procedures for the exercise of employee stock options. If I have any questions about these procedures, I will consult with the Issuing Company's Stock Plan Administrator;
 - c. I am aware that the exercise of the options and/or the subsequent sale of shares acquired thereby may involve adverse tax consequences. I acknowledge that neither Schwab nor its officers, employees or agents are authorized to give tax advice. I am relying solely on other sources for advice with respect to the tax effect of stock option transactions;
8. I am aware that various federal and state laws or regulations may be applicable to my transactions, including insider trading laws, and I shall conduct these transactions in conformity with all applicable laws and regulations. In particular, I will not conduct any transactions in this account at any time during which I am in possession of any material nonpublic information concerning the Issuing Company or any securities of the Issuing Company.
9. If exercised option shares are sold prior to their delivery to Schwab, I agree to be liable for any losses that Schwab may incur as a result of a failure to receive the option shares in a timely manner. I further agree not to hold Schwab liable for any losses, damages, costs or expenses, including legal fees, I incur as the result of my failure to timely complete or deliver any internal form(s) required by the Issuing Company or to follow any other procedures established by the Issuing Company with respect to the issuance and exercise of stock options.
10. Additional Terms for Equity Awards: An Equity Award Agreement is required in order to grant access to view and sell equity awards via <http://eac.schwab.com>.
11. **Information About SIPC.** To obtain information about Securities Investor Protection Corporation (SIPC), including an explanatory SIPC brochure, please contact SIPC at www.sipc.org or 1-202-371-8300.

Margin Borrowing at Schwab Overview and Disclosure Statement

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This is important information regarding margin borrowing, if you have requested the margin feature on your brokerage account. Please retain this document for your files.

A margin loan can be a powerful tool for maximizing your investments and is a convenient way to borrow against the securities you hold in your portfolio.

Margin loan proceeds can be used to buy additional securities and diversify your portfolio, as well as for non-investing needs and activities. Other benefits of margin loans can include competitive rates, no loan-origination fees and no preset payment schedule.

Schwab's margin account also enables you to sell short and potentially profit from downward price movements. Selling short involves additional market risk; be sure to familiarize yourself with short selling before using this strategy.

A complete list of terms and conditions pertaining to margin trading and short selling, including credit terms and policies, can be found in the Account Agreement. Please read this important document before opening a margin account.

When considering a margin loan, you should determine how the use of margin fits your own investment philosophy. Because of the risks involved, it is important that you fully understand the rules and requirements involved in trading securities on margin. The following paragraphs highlight some of these critical aspects of margin trading:

Margin trading increases your level of market risk. Margin trading increases your buying power, allowing you to purchase a greater amount of securities with your investing dollar. Therefore, your exposure to market volatility increases—a declining market could result in even greater losses. *A decline in the value of your securities that you purchase on margin may require you to provide additional funds to Schwab in order to avoid the forced sale of those securities or other securities in your account.*

Your downside is not limited to the collateral value in your margin account. If the securities in your account decline in value, so does the value of the collateral supporting your loan. When the value of the collateral falls below the maintenance margin requirements, or Schwab's higher "house" requirements, Schwab can move to protect its position. In order to cover margin deficiencies, Schwab may issue you a margin call—a request for additional cash—or sell securities from your account. If a sale does not cover the deficiency, you will be responsible for any shortfall.

Schwab may initiate the sale of any securities in your account, without contacting you, to meet a margin call. Schwab will attempt to involve you in the case of margin deficiency; however, market conditions may require the firm to quickly sell any of your securities without your consent. Because the securities are collateral for the margin loan, Schwab has the right to decide which security to sell in order to protect its interests. Even if Schwab has contacted you and provided a specific date by which you can meet a margin call, the firm can still take necessary steps to protect its financial interests, including immediately selling the securities without prior notice to you.

Schwab may increase its "house" maintenance margin requirements at any time and is not required to provide you with advance written notice. Changes in Schwab's policy regarding "house" maintenance margin requirements often take effect immediately and may result in the issuance of a maintenance margin call. Your failure to satisfy the call may cause Schwab to liquidate or sell securities in your account.

You are not entitled to an extension of time on a margin call. While an extension of time to meet margin requirements may be available to customers under certain conditions, a customer does not have a right to the extension.

Some accounts that carry a margin loan balance and hold dividend-paying securities may receive a "substitute income payment in lieu of a dividend" (PIL) which may be taxable as ordinary income. Taxable accounts that receive a PIL instead of a qualified dividend may also receive a supplemental credit from Schwab. This will be described on customer statements as a "Schwab substitute income credit." Schwab will not credit your account with this additional payment when we can identify instances where a dividend is not qualified.

- This credit is NOT "payment in lieu," and is unrelated to any payment from either the security issuer or the borrower.
- It is a discretionary credit from Schwab which may be discontinued in the future with or without notice.*
- It may be subject to tax at your ordinary income tax rate. Please consult your tax advisor about your specific tax situation.
- Because individual tax situations differ, Schwab cannot precisely calculate the additional tax costs a client might incur. Therefore, we do not intend, nor should clients expect, for this payment to be an exact reimbursement of any excess tax cost.

*Please refer to the "Loan Consent" section of your Account Agreement which states that no compensation is due in connection with such loans and that Schwab "is not required to compensate you for any differential tax treatment between dividends and payments in lieu of dividends."

When using margin, please keep these important rules and conditions in mind. To further explore how margin borrowing can work for you, please contact us at 1-800-435-4000, or call your team. Used correctly, and within one's means, a margin loan can be a valuable investment tool.