



**CONFIDENTIALITY, NONSOLICITATION, AND  
INTELLECTUAL PROPERTY OWNERSHIP AGREEMENT**

**(For employees in California, North Dakota, and Oklahoma)**

**I AM ENTERING INTO THIS AGREEMENT IN CONSIDERATION FOR** my initial or continued at-will employment with Charles Schwab & Co., Inc. and/or TD Ameritrade Holding Corporation, their parent companies and/or their subsidiaries, affiliates, joint venturers, and successors (collectively, the “Company”), and/or the compensation and other benefits I receive from the Company, including access to Confidential Information (as defined below) and/or my participation in bonus and incentive compensation plans for which I am eligible. Acknowledging the receipt and adequacy of this consideration, and intending to be legally bound, I agree as follows:

- (a) that I will maintain the confidentiality of all Confidential Information and confidential Intellectual Property, as defined below, that I develop or obtain while I work at the Company;
- (b) that the Company owns all Confidential Information and Intellectual Property, and that I will not assert any claim to the Confidential Information and/or Intellectual Property; and
- (c) that I will not solicit the Company's employees, independent contractors or contingent workers to leave the Company.

The scope of these obligations, and some of the possible consequences for breaching them, are described in more detail below.

**1. Protection of Company's Confidential Information and Intellectual Property.** While working at the Company, I will develop and/or have access to the Company's Confidential Information and/or Intellectual Property, as defined in Paragraph 2. I acknowledge that Confidential Information and Intellectual Property is the exclusive property of the Company, its business partners, licensors, vendors, clients and/or other third parties, and I agree to waive and not to assert any claim to it. Except as permitted in Paragraph 9, I agree not to use or disclose any Confidential Information and/or Intellectual Property during or after my employment with the Company. My agreement not to use or disclose Confidential Information includes, but is not limited to, my express agreement that I will not, directly or indirectly:

- (a) use Trade Secrets to identify existing Company customers for my own personal benefit or the benefit of any other firm or entity;
- (b) use Trade Secrets to facilitate the solicitation, for my own personal benefit or the benefit of any other firm or entity, of any existing Company clients I serviced or about whom I otherwise gained Confidential Information during my employment with the Company (other than those listed in Exhibit A); and/or
- (c) use Trade Secrets to otherwise compete with the Company.

**2. What is Company Confidential Information and Intellectual Property?** "Confidential Information" is all information concerning the Company, its business or its clients learned during my employment, including the information described below, that is not generally known to the public. It includes, but is not limited to: "Trade Secrets" and "Developments," as defined below;

the identities of clients as clients of the Company; names, addresses, phone numbers, email addresses, account numbers or financial or personal information pertaining to Company clients; information obtained during my work or interactions with the Company's subsidiaries, affiliates, joint ventures, and other related entities; proprietary software designs and hardware configurations; proprietary technology; business methods or strategies; new product and service ideas; marketing, financial, research and sales data; information sufficient to identify clients or vendors; client or vendor lists, contact, account and related information; practice metrics, including information about assigned client practices (whether in the aggregate or at the individual client, household or account level), revenues, product types, and other metrics and characteristics; and all information the Company treats or is obligated to treat as confidential, privileged, or for internal use only, whether or not owned by the Company, including such information obtained from business partners, licensors, vendors, clients and/or other third parties. "Trade Secrets" is any information or compilation of information that (i) has economic value from not being generally known to, and not being readily ascertainable through proper means by, other persons who can obtain economic value from its use; and (ii) the Company takes reasonable steps to protect as secret. "Intellectual Property" is the Company's copyrighted materials, trademarks, service marks, logos, patents, Trade Secrets, and other intellectual property and proprietary rights. I understand and agree that Confidential Information does not lose its confidential status merely because I commit it to or recreate it from memory.

3. **Client Relationships; LinkedIn Connections.** I understand and acknowledge that (a) any clients the Company has assigned and/or will assign me to service are assigned on a non-exclusive basis, and that the Company may assign other employees to jointly service some or all clients with me, or the Company may reassign me and/or other Company employees to service other clients at any time and at the Company's sole discretion; and (b) the Company is providing me with resources that enable me to develop, enhance, maintain and/or support relationships with clients, and that such resources are provided at the Company's expense and the development, enhancement, maintenance and/or support of the client relationships are solely for the Company's benefit. Upon termination of my employment with the Company for any reason, my commencement of other employment, or at the Company's request, I will immediately disconnect from any assigned clients with whom I am connected on LinkedIn excluding clients listed on Exhibit A.
4. **Agreement Not to Solicit.** While I work for the Company and for 18 months after my employment ends, I will not directly or indirectly solicit any Company employee, independent contractor, or contingent worker to leave his or her employment or engagement with the Company.
5. **Agreement to Provide Notice of Resignation.**

If the Company assigns or has assigned me to service specific retail client account relationships during the course of my employment, I will provide the Company with four (4) weeks' notice of my resignation from the Company as more specifically provided throughout this paragraph 5. The first four (4) weeks following submission of a resignation in compliance with paragraph 5(a) below shall be the "Notice Period." I acknowledge and understand that during the course of my employment with the Company, I may be or may have been assigned specific Company clients to service, and also that I have had and will have access to and may help the Company develop Confidential Information pertaining to such clients. I also acknowledge and understand that my position with the Company may require me to develop and maintain relationships with Company clients, and that the process of cultivating relationships and developing client data and files can take a great deal of time and effort. Consequently, in the event I resign my employment, in order to help effectuate and ensure an orderly transition, I agree to provide the Company with notice as follows:

(a) Four Weeks' Notice: I will provide the Company with four (4) weeks' notice of my resignation in writing and such notice shall not be effective unless and until it is delivered by me personally to my manager, and, if applicable, shall include a disclosure of any new position or affiliation with another financial services firm that I have accepted, intend to accept or am considering accepting upon expiration of the Notice Period. I further agree that I will give the Company notice pursuant to this paragraph immediately upon communicating to any prospective new employer that I have accepted or will be accepting an offer, and/or immediately upon deciding to open my own financial services firm. For purposes of this paragraph, I will be deemed to have "decided to open my own financial services firm" if, without limitation, I (i) lease space that I reasonably anticipate I will use in connection with any financial services firm; (ii) take steps to prepare or file a form ADV; (iii) take steps to incorporate or form any business entity for the purpose of providing financial consulting, investment or advisory services; (iv) agree to terms concerning a business relationship with any broker/dealer; and/or (v) purchase office equipment to be used in connection with any financial advisory business other than the Company.

(b) Duties and Cooperation During Notice Period: I understand that during the Notice Period my manager may ask me to take steps to help transition responsibility for client files, client data, client relationships and/or other job duties. I agree to perform these duties and tasks, as my manager in his or her sole discretion may direct, including without limitation any or all of the following: (i) organize files for transition; (ii) meet with my manager or his/her designee to review files and other data to help ensure that Company personnel are aware of and understand file contents and other relevant client or business related data; (iii) meet with my manager or his/her designee to review the status of client accounts and relationships for which I was assigned responsibility to help ensure that client needs may be seamlessly transitioned to and serviced by other Company personnel; (iv) subject to my obligations in paragraph 5(c)(i)-(ii), make telephone calls or meet with client(s) and (v) otherwise make myself available to the Company, as requested by my manager, to provide reasonable assistance to effectuate an orderly transition of files, data and client service responsibility prior to my last day of employment. I understand that this list is neither intended to be an exhaustive list of the transition related tasks I may be required to perform, nor is it a promise that the Company will have me engage in any or all of the listed tasks. I understand that there may be times during the Notice Period when the Company is preparing for the transition in a way that does not involve me (e.g., while identifying and selecting a replacement employee).

(c) Conduct During Notice Period: I acknowledge and understand that during the Notice Period, I will be a Company employee and my primary job duties will involve providing assistance to the Company to effectuate an orderly transition of client relationships, client files, client and business data, and client responsibility to other Company personnel as assigned by my manager. During the Notice Period, I agree that I will: (i) not (unless authorized in writing by my manager) affirmatively initiate contact with any clients, whether by telephone, in person, via email or otherwise (except that I may respond to communications initiated by clients for the sole purpose of servicing clients); (ii) not discuss or communicate about my impending departure from the Company with clients unless authorized in writing to do so by my manager; (iii) not take any client related data, records or information off the premises of any Company office or facility; (iv) not remotely access Company systems (I understand that such accessibility may be terminated during the Notice Period); (v) return to my Company manager, within one business day of tendering my notice of resignation, all files, data and information relating to Company clients or business which I may have had off premises during the course of my employment; (vi) not use any social networking system or function to update any clients about my employment status with the Company and/or any impending change of such status; and (vii) if I have had remote access to Company computer systems or if I have ever used a non-Company issued computer or electronic device for work, I will, upon the Company's request, make such personal computer(s) or other electronic devices available to the Company and/or its computer forensic experts for

imaging and searching so that the Company can verify that all Company client data and any other non-public information has been removed and transitioned to other Company employees. I understand and agree that a core purpose of the Notice Period is to enable the orderly transition of files, data and client responsibility to other Company employees, and accordingly I understand and agree that the Company is free to and may elect to engage in a variety of transition related activities, including but not limited to notifying clients of my intent to leave the Company, informing clients of the identity of other Company employees being assigned to service their accounts, introducing the clients to other Company personnel, and/or holding meetings with clients that may or may not include me, as my manager may elect. I understand and agree that at all times during my employment, including the Notice Period, I owe the Company an unmitigated duty of loyalty, and that I shall do nothing during my employment that I intend or reasonably expect to further my interests or the interests of my new employer to the actual or potential detriment of the Company. If I communicate with any client during the Notice Period, I will immediately provide my manager with a full, written account of the communication so that my manager can address and document the communication as he or she deems appropriate pursuant to the Company's policies and procedures.

(d) At Will: I understand and agree that nothing in this Agreement changes my "at will" employment status, and that the Company may end the employment relationship at any time, with or without notice, for any reason or no reason at all. Likewise, I am free to end the employment relationship at any time, subject only to my obligation to provide notice in the manner described in Paragraph 5(a). Without limitation of the foregoing, I understand that the Company retains the right in its sole discretion to terminate my employment after receiving notice from me pursuant to Paragraph 5(a).

6. **Removal and Return of Company Property.** I will not remove any Company property, including any Confidential Information and/or Intellectual Property, in original or copied form, in electronic or hardcopy form, or any derivatives of that information, including for example handwritten or retyped information, except as required for me to carry out my job duties while employed by the Company. Upon termination of my employment with the Company for any reason, my acceptance of other employment, or at the Company's request, I will immediately return to the Company all Company property and documents, including but not limited to Confidential Information and/or Intellectual Property; any Company-issued credit cards, security badges, keys and Secure ID tokens; and all Company-issued electronic and telephonic equipment including but not limited to computers, mobile phones, personal data assistants, CD-ROMs, DVDs, floppy disks, Zip drives, USB storage devices, flash drives, memory cards, or other electronic devices. Notwithstanding the foregoing, I understand that the Company may at its sole discretion permit me to have access to or retain certain of the above-mentioned items (for example, keys) during the Notice Period and that certain equipment provided to me by the Company may be exempted from this requirement, as confirmed by my manager in writing.
7. **Obligation to Protect Confidential Information and Intellectual Property.** I will promptly notify the Company if I become aware of or suspect any unauthorized use or disclosure of Confidential Information and/or Intellectual Property by me or anyone else, whether intentional or accidental. My obligation to protect non-public personal information ("NPI") about Company customers is also governed by Regulation S-P. (See 17 C.F.R. §248.10(a)(1)). Regulation S-P prohibits the Company from disclosing NPI about its customers to nonaffiliated third-parties. NPI includes, but is not limited to, Company customer names, addresses, telephone numbers, account information, and information that identifies an individual as a customer of the Company. I understand that the Company does not share customer NPI with nonaffiliated third-parties. Pursuant to Regulation S-P, I am also prohibited from sharing Company customer NPI with nonaffiliated third-parties, including a new employer (except as provided for in paragraph 10 of

this Agreement). My obligations under Regulation S-P continue after my employment at the Company ends.

**8. Company's Ownership of Intellectual Property "Developments."**

(a) **Disclosure of Developments While Employed by Company.** I will promptly disclose in confidence to the Company all inventions, improvements, designs, original works of authorship, and processes, including but not limited to all computer software programs and databases, whether or not protected or capable of protection under intellectual property or other laws, as well as all works based upon, derived from, reduced from, collecting, containing or making use of any of the foregoing or of any other Confidential Information or Intellectual Property of the Company that I create, make, conceive, implement, or first reduce to practice, either alone or with others, while I am employed by the Company, and: (i) result from any work I perform for the Company, whether or not in the normal course of my employment or during normal business hours; (ii) reasonably relate to the actual or anticipated business, research or development of the Company; or (iii) are developed with the use of Company resources, facilities, Confidential Information and/or Intellectual Property (collectively, "Developments").

(b) **Help in Confirming Ownership.** I must promptly disclose Developments to the Company whether or not the Developments are patentable, copyrightable, or protectable as Trade Secrets. I agree all Developments will be the exclusive property of the Company, and I irrevocably and perpetually assign to the Company all rights, title, and interest, including all intellectual property rights, I may have or acquire in and to the Developments and the right to secure registrations, renewals, reissues, and extensions in the Developments. Without additional compensation, I will sign any documents and do all things necessary, whether during my employment or after, to assist the Company to register, perfect, maintain and enforce the Company's rights in any Developments, without any additional compensation. If I fail or refuse for any reason to sign any document the Company requires to perfect its ownership of the Developments, I appoint the Company as my attorney-in-fact (this appointment to be irrevocable and to be a power coupled with an interest) to act on my behalf and to execute all such documents.

(c) **State Laws Relating to Ownership of Developments.** I understand if I am or become a California resident while employed by the Company, then this Paragraph 8 will not apply to any Developments which fully qualify under Section 2870 of the California Labor Code, attached as Exhibit B to this Agreement. To the extent other similar laws may apply to residents of other states, the terms of Paragraph 8 shall be limited solely to the extent provided by the applicable laws of such states.

(d) **Pre-Existing Intellectual Property.** To the extent I have any pre-existing patent, trademark, or copyright registrations, I have listed them in Exhibit C. I understand the Company does not want to use any other person's intellectual property unlawfully and I will not use or disclose to the Company any such intellectual property. I agree to indemnify and hold the Company harmless against any liability and damages, and pay any loss or expense the Company incurs, arising out of any claim that I misappropriated or infringed proprietary rights of a former employer or any other third party or that I disclosed such third party's intellectual property to the Company.

**9. Company's Use of Name, Likeness and Image.** I hereby irrevocably agree and consent that the Company (or others working on behalf of the Company) may record and use all or part of my picture, photograph, portrait, video, audio recording, or other reproductions of my likeness, voice, and name (referred to as the "Image"), and/or use the quotes, statements, text, graphics, artwork or other content contributed by me, with or without attribution to me (collectively, the "Content"), in connection with any advertising or promotional content, program, or material for

the Company and/or the Company's business and projects, both internal and external. The Company has the right to use, publish, display and exhibit my Image and the Content (together, the "Materials") as the Company sees fit. The Company owns the copyright in the Materials. My consent is perpetual and includes use of the Materials in any and all media worldwide, including, but not limited to, print advertisements, magazine, newspaper, Websites, social media, broadcast and cable television, DVD, CD, CD-ROM, film and radio. I expressly release the Company, its agents, employees, licensees and assigns from and against any and all claims which I have or may have for invasion of privacy, defamation, violation of any right to publicity, violation of any proprietary rights, or any other cause of action arising out of the Company's use of the Materials.

- 10. Permissible Disclosure of Confidential Information and/or Intellectual Property.** I can only use or disclose Confidential Information and/or Intellectual Property to the extent: (a) necessary to perform my job duties at the Company; (b) I receive advance written permission from an authorized senior or executive officer of the Company; (c) I am legally compelled by subpoena or other legal process to disclose the Confidential Information and/or Intellectual Property, subject to the procedures in Paragraph 12; (d) disclosure is sought by a government entity, regulatory agency, or self-regulatory organization, subject to the procedures in Paragraph 12; or (e) disclosure is made in confidence to a government agency, entity, official or self-regulatory organization, including but not limited to the Department of Justice ("DOJ"), the Securities and Exchange Commission ("SEC"), the Financial Industry Regulatory Association ("FINRA"), the Equal Employment Opportunity Commission ("EEOC"), the Occupational Safety and Health Administration ("OSHA"), the National Labor Relations Board ("NLRB"), or any agency Inspector General, solely for the purpose of reporting possible violations of federal law or regulation or making other disclosures that are protected under the whistleblower provisions of federal law or regulation. I understand that the Company's policy and this Agreement prohibit departing employees from taking client lists and account information or from recreating such information from memory. Notwithstanding anything to the contrary in this Agreement, I understand that I may disclose trade secret information either (i) in confidence to a federal, state or local government official or to an attorney solely to report or investigate a suspected violation of law, or (ii) under seal in a complaint or other document filed in a lawsuit or other proceeding without fear of prosecution, liability or retaliation provided I do so in strict adherence with 18 U.S.C. §1833.
- 11. Questions About Confidential Information and/or Intellectual Property.** If I am unsure whether information is Confidential Information and/or Intellectual Property or if I have other questions about this agreement, I will contact my manager.
- 12. Subpoenas and Other Legal Requests for Disclosure.** I will give the Company prompt notice in writing before disclosing any Confidential Information and/or Intellectual Property under Paragraph 10 subsections (c) and (d). If the Company does not obtain an order preventing the disclosure, I agree to disclose only that Confidential Information and/or Intellectual Property that I am legally compelled to disclose and to exercise reasonable efforts to ensure that the Confidential Information and/or Intellectual Property will be treated confidentially.
- 13. Discovery and Injunctive Relief.** In the event I violate, or the Company reasonably believes I am about to violate, Paragraphs 1 and 4 of this Agreement, I agree the Company will have no adequate monetary remedy and is entitled to injunctive relief to prevent the violation(s) and/or preserve the *status quo*. I agree that in any proceeding alleging breach of this Agreement (whether in court or in arbitration), each party shall have the right to engage in deposition and document discovery, and the Company shall have the right to conduct forensic examination(s) of any computers and/or electronic devices in my possession or control, if the Company reasonably believes such devices contain Confidential Information and/or Intellectual Property.

I further agree that in connection with any application for injunctive relief, discovery shall be conducted on an expedited basis. If any dispute under this Agreement is arbitrable, then I understand my agreement to engage in discovery as outlined in this paragraph is an essential term of my arbitration agreement with the Company, and these provisions are intended to supplement and modify any applicable arbitration rules.

**14. Liquidated Damages.** If I use or disclose Trade Secrets relating to clients and/or their accounts in violation of Paragraph 1(a), (b) or (c), and/or if I solicit employees, independent contractors or contingent workers in violation of Paragraph 4, I understand the Company will suffer damages that will be difficult to quantify at the time of the violation, including, but not limited to: costs associated with investigating, monitoring, or remedying the misuse of Trade Secrets; costs associated with maintaining, restoring or repairing the Company's relationship with clients; revenue lost from client assets transferred from the Company or diverted from the Company's retail business to an investment advisory firm; revenue lost from client reductions in use of the Company's services; costs associated with replacing personnel, including recruiting, hiring and training replacement personnel, and lost productivity. Therefore, I agree to pay the following liquidated damages:

(a) four percent (4%) of any client assets transferred from the Company or diverted from the Company's retail business to an investment advisory firm, including but not limited to one using the Company as custodian of its clients' accounts, where Trade Secrets were used or disclosed; and/or

(b) seventy-five percent (75%) of the most recent full year's total annual compensation paid by the Company to each employee, independent contractor or contingent worker solicited to leave his or her employment or engagement in violation of Paragraph 4.

I agree that these formulas represent reasonable estimates of the compensatory damages that the Company will incur as a result of violations of Paragraph 4 and/or Paragraph 1 relating to clients and/or their accounts and are not a penalty. I agree that the formula set forth in Paragraph 1(a) is a reasonable estimate in part because lost profits to the Company under these circumstances extend for many years into the future and include not only those profits lost in connection with the transferring account(s), but those lost in connection with referrals, all of which are unascertainable at this time and difficult to predict. These liquidated damages are in addition to any other non-compensatory relief that the Company may be entitled to, including but not limited to injunctive relief and/or punitive damages.

**15. Mobile/Cellular and/or Home Telephones.** I acknowledge and understand that the Company has an obligation to supervise communications between its associated persons and clients to ensure that they comply with FINRA's rules regarding client communications and to preserve the confidentiality of Confidential Information. Accordingly, I agree that during my employment with the Company, I will not for personal or professional reasons (a) communicate with any clients (excluding personal communications with members of my family) via my home telephone and/or any mobile/cellular telephone not provided by the Company, or approved pursuant to and consistent with the terms of any Bring Your Own Device Policy of the Company ("BYOD"), and/or (b) provide any clients (excluding members of my family) with my home telephone number, personal mobile phone number, or the number of any non-Company-issued or BYOD-approved mobile/cellular telephone for purposes of contacting me. The restrictions in this paragraph are not intended to limit the other provisions of this Agreement. Notwithstanding the foregoing, I understand that I may be excused from the requirements of this paragraph with respect to certain clients if approved in a writing signed by my manager or my manager's supervisor.

**16. General Provisions.** I agree that if the Company or I bring an action to enforce any provision of this Agreement, the prevailing party shall be entitled to its reasonable attorneys' fees and costs. If any provision of this Agreement is found to be invalid or unenforceable, I agree that a court or arbitration panel may modify, alter or amend such provision to the extent necessary to make it enforceable. If a court or arbitration panel declines to modify, alter or amend the provision to make it enforceable, then the remaining provisions of this Agreement shall remain in full force and effect. The terms of this Agreement and any disputes arising out of it shall be governed by, and construed in accordance with, the laws of the state in which I was last employed by the Company, without giving effect to such state's conflict of law principles. This Agreement shall be assignable by, and inure to the benefit of, the Company, its heirs, successors and assigns. The terms of this Agreement may not be modified except in a writing signed by me and a Managing Director of the Company. No waiver of the terms of this Agreement shall be effective unless made in writing and signed by a Managing Director of the Company. No failure to exercise and no delay in exercising any right, remedy, or power under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or power under this Agreement preclude any other or further exercise thereof or the exercise of any other right, remedy, or power provided herein or by law or in equity. It is the parties' intention that this Agreement will supersede all prior agreements relating to confidentiality, non-solicitation, and intellectual property unless a court or arbitration panel finds that this Agreement is not supported by adequate consideration, in which case all prior agreements shall remain in force and effect according to their terms to the full extent permitted by law. The parties agree that this Agreement is not intended to be used and shall not be used to aid in the interpretation of any other agreements.

## **Signature**

By clicking the "I Agree" box below, I understand this constitutes a valid electronic signature, I am agreeing to the terms set forth in the Confidentiality, Nonsolicitation and Intellectual Property Ownership Agreement listed above, and I am attesting to the accuracy and completeness of any information I have entered on any Exhibits thereto. My electronic signature creates a binding contract with the Company, just as enforceable as if it were a handwritten signature.



**EXHIBIT A**

**List of current Schwab and TD Ameritrade clients who are (1) family members and other relatives (identified by familial status) or (2) individuals or entities to whom I provided financial services prior to joining the Company:**

**EXHIBIT B**

**California Labor Code Section 2870**

(a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

- (1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or
- (2) Result from any work performed by the employee for the employer.

(b) To the extent that a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

**EXHIBIT C**

**Pre-Existing Intellectual Property Registrations:**