

# Designated Beneficiary Plan Agreement

## Investment Advisor ("IA") Information (This portion to be completed by IA.)

GeoWealth Management LLC

IA Firm Name (Please print.)

0849-1657

Institutional Group 11

IA Master Account Number

Service Team

Advisor Services

800-949-9936

service@geowealth.com

IA Contact Name (if follow-up is required)

IA Telephone Number

IA Email Address

## Important Notes About This Agreement

- Throughout this Plan, the words "you," "your" and "yours" refer to each account holder, and the words "we," "us" and "our" refer to Schwab or, where applicable, Charles Schwab Bank, SSB ("Schwab Bank").
- Use this agreement to establish a Designated Beneficiary Plan ("Plan") for your Schwab One® Brokerage account, add the Plan to a new Schwab Bank Investor Checking™ ("Investor Checking") account, add the Plan to a new Schwab One Pledged Account or a new Pledged Asset Account for a Pledged Asset Line (both a "Pledged Account"), or to change or revoke beneficiary(ies) on an existing Plan. Any changes or revocations must be made on a new Designated Beneficiary Plan Agreement and be submitted to Schwab.
- At your death, or upon the death of the last surviving account holder, assets covered by this Plan will be distributed to the beneficiary(ies) designated in this agreement or in subsequent revisions submitted to Schwab. In the case of a Pledged Account, distributions to the beneficiary(ies) are fulfilled only after Schwab receives notification that the associated loan or line of credit has been paid in full and closed.
- If this is a joint account, the surviving account holder has the right to revoke the Plan or change beneficiaries following your death.
- Schwab's Designated Beneficiary Plan covers only the assets in the account listed on this form including any linked accounts. If you have multiple Schwab One account(s) or Pledged Account(s) a separate Designated Beneficiary Plan Agreement is required for each account.
- Subject to applicable law, the Designated Beneficiary Plan will generally take precedence over any estate planning vehicles such as a will or trust.** Please consult your attorney or other estate planning advisors about your specific situation. It is your obligation to periodically review and update your beneficiary designations, particularly following a significant life event such as marriage, divorce, or the birth or adoption of a child.
- If at any time in the future you want to revoke the Designated Beneficiary Plan, you must submit a new Designated Beneficiary Plan Agreement, check the appropriate box in Section 1, and follow the directions. If you would like to change beneficiaries and/or your Authorized Party on an existing Plan, check the appropriate box in Section 1 and follow the directions. In the event of your death (or, in the case of a joint account, the death of the last surviving account holder), the beneficiary designations will be irrevocable.

## Eligibility Requirements

To take advantage of Schwab's Designated Beneficiary Plan:

- The account must be a Schwab One Brokerage account, or a Pledged Account with an associated Pledged Asset Line ("PAL").**
- If the account is a general brokerage account, this account will be updated to a Schwab One Brokerage account. By signing this agreement, you will agree to the Update Your Schwab or Schwab One® Account Agreement Terms.**
- If you are converting an existing brokerage account to a Schwab One account, you agree and acknowledge that the options, authorizations and designations you select in Sections 2 and 5 will supersede any designations previously made in your existing brokerage account.
- Your account(s) must be registered as Individual, Joint Tenants with Rights of Survivorship, or Community Property with Rights of Survivorship. (A Community Property with Rights of Survivorship registration is not applicable to the Investor Checking account.) Before changing your registration in order to become eligible for the Plan, please consult your attorney or other estate planning advisors.
- The Plan is not available in Louisiana. If your primary residence changes to a state where the Plan is not offered, this designation will no longer be valid. Also, if your primary residence is outside the United States, your account is not eligible for this Plan.

Investment and Insurance Products: Not a Deposit • Not FDIC Insured • Not Insured by any Federal Government Agency • No Bank Guarantee • May Lose Value

### Important Notes for Investor Checking Clients

- If you have an Investor Checking account linked to your Schwab One Brokerage account, the Investor Checking account will automatically assume the same beneficiary(ies) that you designate for the Schwab One Brokerage account.
- This agreement with Schwab Bank applies only to the Investor Checking account associated with the Schwab One Brokerage account listed in Section 2. It does not apply to any other accounts you may have at Schwab Bank.

"Schwab One® Brokerage account" refers to your account with Charles Schwab & Co., Inc. ("Schwab"), a registered broker-dealer, and "Schwab Bank Investor Checking™ account" refers to your account with Charles Schwab Bank, SSB ("Schwab Bank"). "Designated Beneficiary Plan" is the term Schwab uses to refer to its Plan enabling clients to name beneficiaries on their Schwab One Brokerage accounts and applies to Schwab One Brokerage accounts with a linked Investor Checking account. Such a beneficiary arrangement is also referred to as Transfer on Death ("TOD") in the securities industry and Payable on Death ("POD") in the banking industry. This form uses the phrase "Designated Beneficiary Plan," but the result for your accounts is the same as it would be if the beneficiary arrangement was referred to as a TOD provision on your Schwab One Brokerage account and a POD provision on your Investor Checking account.

Charles Schwab & Co., Inc. and Schwab Bank are separate but affiliated companies and wholly owned subsidiaries of The Charles Schwab Corporation. Brokerage products and services are offered by Charles Schwab & Co., Inc., member SIPC, and are not FDIC-insured, are not guaranteed deposits or obligations of Charles Schwab Bank, SSB, and are subject to investment risk, including possible loss of the principal invested. Deposit and lending products and services are offered by Schwab Bank, member FDIC, an Equal Housing Lender.

### Important Notes for Pledged Account Clients

- If you have a Pledged Asset Line of credit associated with your Pledged Account, the line of credit will need to be paid off and closed before the Plan can take effect.
- If your Pledged Account is subject to a Schwab Pledged Account Agreement with another Lender, then your plan will not take effect until Schwab receives written notification that the loan or credit obligation to Lender is paid in full.

Pledged Account refers to your account with Charles Schwab & Co., Inc. ("Schwab"), a registered broker dealer. "Designated Beneficiary Plan" is the term Schwab uses to refer to its Plan enabling clients to name beneficiaries on their Pledged Accounts. Such beneficiary arrangement is also referred to as Transfer on Death ("TOD") in the securities industry and Payable on Death ("POD") in the banking industry. This form uses the phrase "Designated Beneficiary Plan", but the result for your accounts is the same as it would be if the beneficiary arrangement was referred to as a TOD provision on your Pledged Account.

Charles Schwab & Co., Inc., Charles Schwab Bank, SSB ("Schwab Bank") and Charles Schwab Premier Bank, SSB, ("Schwab Premier Bank") are separate but affiliated companies and subsidiaries of The Charles Schwab Corporation. Brokerage products, including the Pledged Account, are offered by Charles Schwab & Co., Inc., Member SIPC, are not insured by the FDIC, are not deposits or obligations of the Affiliated Banks, and are subject to investment risk, including the possible loss of principal invested. Deposit and lending products, including the Pledged Asset Line, are offered by the Affiliated Banks, Members FDIC.

### 1. Agreement Action (Check only one.)

- ☐ Add a new Plan. (Check this box and complete all remaining sections.)
- ☐ Change beneficiaries and/or your Authorized Party on an existing Plan. (Check this box and complete all remaining sections.)
- ☐ Revoke an existing Plan. (Check this box and complete Sections 2 and 8.)

### 2. Account Information

We respect your privacy. Schwab and Schwab Bank may use the information you provide to communicate with you and to provide you with information about products and services. Read about the privacy policies of Charles Schwab & Co., Inc. and Charles Schwab Bank, SSB at [www.schwab.com/privacy](http://www.schwab.com/privacy). As required by federal law, we will use the information you provide to Schwab and Schwab Bank to verify your identity.

**Type of Registration:** ☐ Individual ☐ Joint Tenants with Rights of Survivorship  
☐ Community Property with Rights of Survivorship\*

\*This type of registration may not be available in your state. Community Property with Rights of Survivorship account registration is not available for Investor Checking accounts.

Account Holder Name *First* *Middle* *Last*

Home Street Address (no P.O. boxes, please) *City*

State *Zip Code*

Is this your primary residence? ☐ Yes ☐ No

(If your primary residence is in the state of Louisiana or outside the United States, your account is not eligible for Schwab's Designated Beneficiary Plan.)

Schwab One Brokerage Account or Pledged Account Number

If you have an Investor Checking account that is linked with the Schwab One Brokerage account listed above, the selections from Section 1 will apply to your associated Investor Checking account.

Additional Account Holder Name *First* *Middle* *Last*

Additional Account Holder Name *First* *Middle* *Last*

### 3. Instructions and Important Information

In the event of my death, pay the full value of my Schwab One Brokerage and/or High Yield Investor Checking account (in equal proportions, in the case of multiple beneficiaries, unless I indicate otherwise) to the Primary Beneficiary(ies) as designated in the Beneficiary Designation section below. I understand that if a Primary Beneficiary passes away before me, the remaining portion will be divided proportionately among any surviving Primary Beneficiaries. If no Primary Beneficiary survives me, pay the full value of my account (in equal proportions, in the case of multiple beneficiaries, unless I indicate otherwise) to the Contingent Beneficiary(ies) as designated in the Beneficiary Designation section below. I understand that if a Contingent Beneficiary passes away before me, the remaining portion will be divided proportionately among any surviving Contingent Beneficiaries. Any beneficiary who does not survive me by 120 hours will be considered to have passed away before me. If no designated beneficiary survives me, or if I do not designate a beneficiary, pay the full value of my account to my estate.

For my applicable Pledged Account, upon the death of the last surviving account holder, any funds remaining in my Pledged Account belong to the surviving (if any) beneficiary(ies) as described above, only after, any amount owed to the PAL or other Lender has been paid in full and closed. Funds in my Pledged Account will first be used to settle any balance owed to the PAL or other Lending (if applicable) prior to any beneficiary distributions(s) being processed.

I understand that I may change or revoke this designation at any time by completing a new Beneficiary Form during my lifetime with Schwab. It will become effective when Schwab receives it.

I understand that if Schwab determines that my beneficiary designation is not clear with respect to the amount of the distribution, the date on which the distribution shall be made, or the identity of the party or parties who will receive the distribution, Schwab shall have the right, in its sole discretion, to consult counsel and to institute legal proceedings to determine the proper distribution of the account, all at the expense of the account, before distributing or transferring the account.

If I live in a state with community property statutes and do not designate my spouse as the sole Primary Beneficiary, I represent and warrant that my spouse has consented to such designation.

If this account is for a minor, I understand that only the minor's estate can be the beneficiary until such time as the minor becomes the owner of the account and designates his or her own beneficiaries.

### 4. Information About Beneficiary Designation Options

You may select either a per stirpes distribution or a per capita distribution. **The primary difference between per stirpes and per capita is in how your assets would be distributed to your named beneficiary's(ies') surviving children in the event that all of your named beneficiaries die before you.** Per stirpes and per capita distributions are limited to your named beneficiary's(ies') children and no further descendants.

Per stirpes and per capita are defined below.

**Please note the following:**

- If you indicate a distribution option to your named beneficiary's(ies') surviving children, per stirpes or per capita, you agree that the definition of per stirpes or per capita in this form will govern how Schwab distributes your assets.
- The definition of per stirpes and per capita in this form may differ from the definition of per stirpes and per capita under your state's laws and/or your will or trust.
- Carefully review the definition of per stirpes and per capita below and in the Designated Beneficiary Plan Terms of Agreement. Consult an attorney if you have any questions about these definitions.
- If you indicate per stirpes or per capita for a named beneficiary, Schwab will require the Authorized Party (named in Section 6) to certify the identity of the per stirpes/per capita beneficiary(ies) prior to distributing your assets.
- Per stirpes and per capita are options for individual beneficiaries only; for trusts or organizations (such as charities), designate only a percentage.

**Definition of Per Stirpes Distribution**

- If your named beneficiary dies before you, Schwab will distribute your named beneficiary's portion of your assets to his or her living children, if any, in equal shares.
- If your named beneficiary dies before you and has no living children, his or her portion will be distributed to your other named beneficiary(ies) (primary or contingent, as appropriate), if any, in equal shares.
- If all of your named beneficiaries die before you, Schwab will distribute your named beneficiary's(ies') portion of your assets to his or her living children.

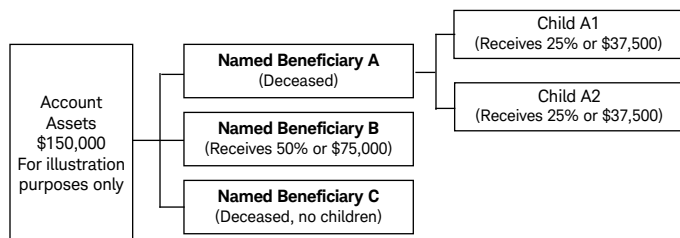
**Definition of Per Capita Distribution**

- If your named beneficiary dies before you, Schwab will distribute your named beneficiary's portion of your assets to his or her living children, if any, in equal shares.
- If your named beneficiary dies before you and has no living children, his or her portion will be distributed to your other named beneficiary(ies) (primary or contingent, as appropriate), if any, in equal shares.
- If all of your named beneficiaries die before you, Schwab will distribute your assets equally among all of the living children of your named beneficiaries, if any.

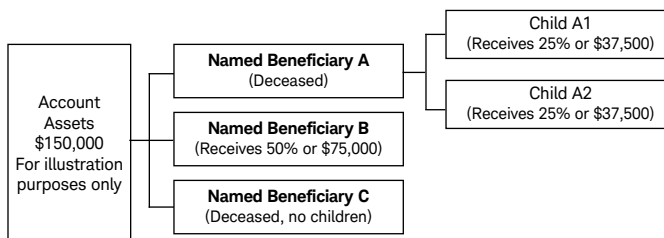
**Example 1**

The end result is the same under both a per stirpes and a per capita distribution as long as at least one of the named beneficiaries survives you.

**Example 1A – Per Stirpes**

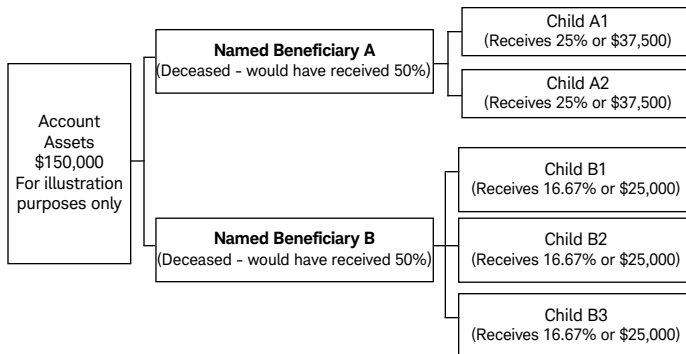
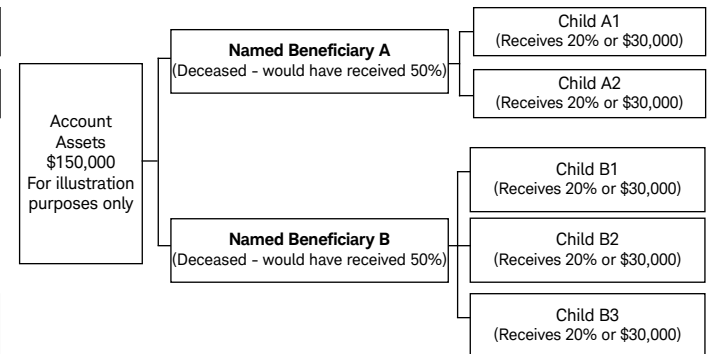


**Example 1B – Per Capita**



**Example 2**

In this example, all of the named beneficiaries die before you and **the results are different based on whether you selected a per stirpes or per capita distribution option.**

**Example 2A – Per Stirpes****Example 2B – Per Capita****5. Beneficiary Designations****Selection of Per Stirpes or Per Capita Distribution - OPTIONAL**

Please select either a per stirpes or a per capita distribution option. Only one option may be selected per account.

☐ **Per Stirpes**    ☐ **Per Capita**

To apply the election you made above to a particular beneficiary, please indicate "Yes" when asked to specify per stirpes/per capita distribution in the beneficiary chart below.

Please note:

1. If you select "Yes" in the beneficiary chart below, but fail to make an election in this section or select both per stirpes and per capita in this section, Schwab will apply the per stirpes distribution option to that beneficiary.
2. If you select "No" or make no election in the beneficiary chart below, Schwab will distribute assets to your beneficiaries as if neither the per stirpes nor the per capita distribution option were selected above.

**The information included in this section will supersede any previous designation of a beneficiary(ies) for this account. By leaving this section blank, I do not designate anyone to be my beneficiary for this account.**

**Primary Beneficiaries**

The percentage portions must add up to 100% per beneficiary type. All portions can be extended to the hundredths position (e.g., 33.33%). If the percentage portions section is left blank, portions will be evenly distributed amongst beneficiaries.

Note: Benefits cannot be expressed in dollar amounts using this form.

If you wish to indicate additional designation options, please visit [www.schwab.com/beneficiaries](http://www.schwab.com/beneficiaries).

**Primary Beneficiary**

\_\_\_\_\_ %    **Per Stirpes/Per Capita Distribution**    ☐ **Yes**    ☐ **No**

**Portion**

**Beneficiary Name** *First* \_\_\_\_\_ *Middle* \_\_\_\_\_ *Last* \_\_\_\_\_

**Trust/Organization/Estate** *(If Trust, include full Trust name.)*

**Relationship** *(Select only one.)*

☐ **Spouse**    ☐ **Child**    ☐ **Grandchild**    ☐ **Parent**    ☐ **Sibling**    ☐ **Other Individual**    ☐ **Trust**    ☐ **Organization**    ☐ **Estate**

\_\_\_\_\_  
**Social Security/Tax ID Number**      **Date of Birth/Trust Date** (mm/dd/yyyy)      **Telephone Number**

\_\_\_\_\_  
**Email Address**      **Mailing Address**

\_\_\_\_\_  
**City**      **State or Province**      **Zip or Postal Code**

**Country(ies) of Citizenship** (Must list each separated by a comma.)

☐ **USA**    ☐ **Other:** \_\_\_\_\_

**Country of Legal Residence** (Select only one.)

☐ **USA**    ☐ **Other:** \_\_\_\_\_

**Additional Primary Beneficiary (if applicable)**

\_\_\_\_\_%      **Per Stirpes/Per Capita Distribution**    ☐ **Yes**    ☐ **No**  
**Portion**

\_\_\_\_\_  
**Beneficiary Name** *First*      *Middle*      *Last*

\_\_\_\_\_  
**Trust/Organization/Estate** (If Trust, include full Trust name.)

**Relationship** (Select only one.)

☐ **Spouse**    ☐ **Child**    ☐ **Grandchild**    ☐ **Parent**    ☐ **Sibling**    ☐ **Other Individual**    ☐ **Trust**    ☐ **Organization**    ☐ **Estate**

\_\_\_\_\_  
**Social Security/Tax ID Number**      **Date of Birth/Trust Date** (mm/dd/yyyy)      **Telephone Number**

\_\_\_\_\_  
**Email Address**      **Mailing Address**

\_\_\_\_\_  
**City**      **State or Province**      **Zip or Postal Code**

**Country(ies) of Citizenship** (Must list each separated by a comma.)

☐ **USA**    ☐ **Other:** \_\_\_\_\_

**Country of Legal Residence** (Select only one.)

☐ **USA**    ☐ **Other:** \_\_\_\_\_

**Additional Primary Beneficiary (if applicable)**

\_\_\_\_\_%      **Per Stirpes/Per Capita Distribution**    ☐ **Yes**    ☐ **No**  
**Portion**

\_\_\_\_\_  
**Beneficiary Name** *First*      *Middle*      *Last*

\_\_\_\_\_  
**Trust/Organization/Estate** (If Trust, include full Trust name.)

**Relationship** (Select only one.)

☐ **Spouse**    ☐ **Child**    ☐ **Grandchild**    ☐ **Parent**    ☐ **Sibling**    ☐ **Other Individual**    ☐ **Trust**    ☐ **Organization**    ☐ **Estate**

\_\_\_\_\_  
**Social Security/Tax ID Number**      **Date of Birth/Trust Date** (mm/dd/yyyy)      **Telephone Number**

\_\_\_\_\_  
**Email Address**      **Mailing Address**

\_\_\_\_\_  
**City**      **State or Province**      **Zip or Postal Code**

Country(ies) of Citizenship (Must list each separated by a comma.)

☐ USA ☐ Other: \_\_\_\_\_

Country of Legal Residence (Select only one.)

☐ USA ☐ Other: \_\_\_\_\_**Additional Primary Beneficiary (if applicable)**\_\_\_\_\_% Per Stirpes/Per Capita Distribution ☐ Yes ☐ No

Portion

Beneficiary Name *First**Middle**Last*

Trust/Organization/Estate (If Trust, include full Trust name.)

Relationship (Select only one.)

☐ Spouse ☐ Child ☐ Grandchild ☐ Parent ☐ Sibling ☐ Other Individual ☐ Trust ☐ Organization ☐ Estate

Social Security/Tax ID Number

Date of Birth/Trust Date (mm/dd/yyyy)

Telephone Number

Email Address

Mailing Address

City

State or Province

Zip or Postal Code

Country(ies) of Citizenship (Must list each separated by a comma.)

☐ USA ☐ Other: \_\_\_\_\_

Country of Legal Residence (Select only one.)

☐ USA ☐ Other: \_\_\_\_\_**Contingent Beneficiaries**If you wish to indicate additional designation options, please visit [www.schwab.com/beneficiaries](http://www.schwab.com/beneficiaries).**Contingent Beneficiary**\_\_\_\_\_% Per Stirpes/Per Capita Distribution ☐ Yes ☐ No

Portion

Beneficiary Name *First**Middle**Last*

Trust/Organization/Estate (If Trust, include full Trust name.)

Relationship (Select only one.)

☐ Spouse ☐ Child ☐ Grandchild ☐ Parent ☐ Sibling ☐ Other Individual ☐ Trust ☐ Organization ☐ Estate

Social Security/Tax ID Number

Date of Birth/Trust Date (mm/dd/yyyy)

Telephone Number

Email Address

Mailing Address

City

State or Province

Zip or Postal Code

Country(ies) of Citizenship (Must list each separated by a comma.)

☐ USA ☐ Other: \_\_\_\_\_

Country of Legal Residence (Select only one.)

☐ USA ☐ Other: \_\_\_\_\_

**Additional Contingent Beneficiary (if applicable)**

\_\_\_\_\_ % Per Stirpes/Per Capita Distribution ☐ Yes ☐ No

Portion

Beneficiary Name *First* \_\_\_\_\_ *Middle* \_\_\_\_\_ *Last* \_\_\_\_\_

Trust/Organization/Estate (If Trust, include full Trust name.)

Relationship (Select only one.)

☐ Spouse ☐ Child ☐ Grandchild ☐ Parent ☐ Sibling ☐ Other Individual ☐ Trust ☐ Organization ☐ Estate

Social Security/Tax ID Number \_\_\_\_\_ Date of Birth/Trust Date (mm/dd/yyyy) \_\_\_\_\_ Telephone Number \_\_\_\_\_

Email Address \_\_\_\_\_ Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State or Province \_\_\_\_\_ Zip or Postal Code \_\_\_\_\_

Country(ies) of Citizenship (Must list each separated by a comma.)

☐ USA ☐ Other: \_\_\_\_\_

Country of Legal Residence (Select only one.)

☐ USA ☐ Other: \_\_\_\_\_

**Additional Contingent Beneficiary (if applicable)**

\_\_\_\_\_ % Per Stirpes/Per Capita Distribution ☐ Yes ☐ No

Portion

Beneficiary Name *First* \_\_\_\_\_ *Middle* \_\_\_\_\_ *Last* \_\_\_\_\_

Trust/Organization/Estate (If Trust, include full Trust name.)

Relationship (Select only one.)

☐ Spouse ☐ Child ☐ Grandchild ☐ Parent ☐ Sibling ☐ Other Individual ☐ Trust ☐ Organization ☐ Estate

Social Security/Tax ID Number \_\_\_\_\_ Date of Birth/Trust Date (mm/dd/yyyy) \_\_\_\_\_ Telephone Number \_\_\_\_\_

Email Address \_\_\_\_\_ Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State or Province \_\_\_\_\_ Zip or Postal Code \_\_\_\_\_

Country(ies) of Citizenship (Must list each separated by a comma.)

☐ USA ☐ Other: \_\_\_\_\_

Country of Legal Residence (Select only one.)

☐ USA ☐ Other: \_\_\_\_\_

**Additional Contingent Beneficiary (if applicable)**

\_\_\_\_\_ % **Per Stirpes/Per Capita Distribution** ☐ Yes ☐ No

**Portion**

**Beneficiary Name** *First* \_\_\_\_\_ *Middle* \_\_\_\_\_ *Last* \_\_\_\_\_

**Trust/Organization/Estate** *(If Trust, include full Trust name.)*

**Relationship** (Select only one.)

☐ Spouse ☐ Child ☐ Grandchild ☐ Parent ☐ Sibling ☐ Other Individual ☐ Trust ☐ Organization ☐ Estate

**Social Security/Tax ID Number** \_\_\_\_\_ **Date of Birth/Trust Date** *(mm/dd/yyyy)* \_\_\_\_\_ **Telephone Number** \_\_\_\_\_

**Email Address** \_\_\_\_\_ **Mailing Address** \_\_\_\_\_

**City** \_\_\_\_\_ **State or Province** \_\_\_\_\_ **Zip or Postal Code** \_\_\_\_\_

**Country(ies) of Citizenship** (Must list each separated by a comma.)

☐ USA ☐ Other: \_\_\_\_\_

**Country of Legal Residence** (Select only one.)

☐ USA ☐ Other: \_\_\_\_\_

If more than four Primary or Contingent Beneficiaries are designated, attach a separate sheet of paper, signed and dated as it appears on this application.

**6. Designate an Authorized Party**

Please name an Authorized Party below. An "Authorized Party" is a person you identify as being able to assist Schwab in locating and/or identifying your beneficiary(ies).

If you indicate per stirpes or per capita for a beneficiary(ies), Schwab will require the Authorized Party to verify the identity of the beneficiary(ies) prior to distributing your account assets. For more information, see the Beneficiary Designation Terms of Agreement.

**Authorized Party Name** *First* \_\_\_\_\_ *Middle* \_\_\_\_\_ *Last* \_\_\_\_\_ **Relationship to You** \_\_\_\_\_

**Home Street Address** *(no P.O. boxes)* \_\_\_\_\_ **City** \_\_\_\_\_

**State or Province** \_\_\_\_\_ **Zip or Postal Code** \_\_\_\_\_

**Telephone Number** \_\_\_\_\_ **Email Address** \_\_\_\_\_

**7. Directions for Distribution(s) of Assets to Minor Beneficiaries**

**Please Check One:**

- A. ☐ None of my designated beneficiaries is a minor.
- B. ☐ Please transfer any minor's assets to a Custodial account at Charles Schwab & Co., Inc. managed by the custodian(s) designated below. In each instance that the assets pass to the designated custodian as the custodian for the designated minor, the assets shall be transferred under the Uniform Transfers to Minors Act ("UTMA") or the Uniform Gifts to Minors Act ("UGMA") or any other similar statute in effect as specified below.
- C. ☐ I understand and accept that a court-appointed guardian may have to be appointed to manage the minor's assets under ongoing court supervision if I do not check "B" above.

If you have selected "B," please list the custodian for each minor beneficiary.

|                     |                 |               |   |
|---------------------|-----------------|---------------|---|
| _____<br>Name First | _____<br>Middle | _____<br>Last | _____<br>As custodian for (name of minor beneficiary) |
| _____<br>Name First | _____<br>Middle | _____<br>Last | _____<br>As custodian for (name of minor beneficiary) |
| _____<br>Name First | _____<br>Middle | _____<br>Last | _____<br>As custodian for (name of minor beneficiary) |
| _____<br>Name First | _____<br>Middle | _____<br>Last | _____<br>As custodian for (name of minor beneficiary) |

## 8. Account Holder Authorization

By signing below, I/we request Charles Schwab & Co., Inc. to accept the beneficiary(ies) and/or Authorized Party for my/our accounts, as specified on this agreement (or to revoke an existing Plan, if that box is checked in Section 1 of this agreement). I/we acknowledge that I/we have read and agree to the Designated Beneficiary Plan Terms of Agreement and the Update Your Schwab or Schwab One® Account Agreement with Charles Schwab & Co., Inc.

**Investor Checking Account:** If I/we have an Investor Checking account that is linked with the Schwab One Brokerage account in Section 2 of this agreement, I/we additionally request Schwab Bank to accept the beneficiary(ies) and/or Authorized Party for my/our Investor Checking account as specified on this agreement (or to revoke an existing Plan, if that box is checked in Section 1 of this agreement). I/we acknowledge that I/we have read and agree to the Terms of Agreement With Schwab Bank for the Designated Beneficiary Plan—Investor Checking Account. I/we acknowledge that I/we have received a copy of these agreement(s).

All account holders must sign.

**X**

Signature: Account Holder

\_\_\_\_\_  
Today's Date (mm/dd/yyyy)

\_\_\_\_\_  
Print Name

**X**

Signature: Additional Account Holder

\_\_\_\_\_  
Today's Date (mm/dd/yyyy)

\_\_\_\_\_  
Print Name

**X**

Signature: Additional Account Holder

\_\_\_\_\_  
Today's Date (mm/dd/yyyy)

\_\_\_\_\_  
Print Name

# Designated Beneficiary Plan Terms of Agreement

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

For the purposes of this section, "Schwab," "we," "us," and "our" refer to Charles Schwab & Co., Inc.

**A. Amendment and Account Agreement.** The Designated Beneficiary Plan (the "Plan") adds to, but does not replace any of, the terms and conditions of your Schwab One® Account Agreement, Pledged Asset Account Agreement, Pledged Asset Account Agreement for Third-Party Pledgors, Pledged Asset Account Application and any other agreements between you and Schwab that apply to your accounts with Schwab. The Plan consists of the Plan Agreement, including the Plan Terms of Agreement, and any other agreements between you and Schwab that apply to the Plan. If any of the Plan Terms of Agreement should conflict with those of any other agreements that apply to your Schwab One account or Pledged Account, as they may be amended from time to time, the Plan Terms of Agreement will control. Unless otherwise defined, capitalized terms in the Plan Terms of Agreement have the same meaning as in the Schwab One Agreement, Pledged Asset Agreement, Pledged Asset Account Agreement, Pledged Asset Account Agreement for Third-Party Pledgors, Pledged Asset Account Application.

**B. Limited Availability.** Only Schwab One accounts with Individual or Joint Tenants with Rights of Survivorship (or Community Property with Rights of Survivorship) registrations are eligible for the Plan. Accounts registered as Community Property without Rights of Survivorship (and IRAs or other retirement accounts) are ineligible. Your primary residence must be in a state in which Schwab offers the Plan. By enrolling in the Plan, you represent to us that your primary residence is in one of these states. You understand that the Plan automatically terminates at any time you no longer have a primary residence in a state that allows for the Plan, in which event all designations cease having any legal effect. It is your responsibility to notify us in writing when your primary residence ceases to be in an eligible state, and we will then cancel your enrollment in the Plan. If you reestablish a primary residence in a state where Schwab offers the Plan, you must complete a new Designated Beneficiary Plan Agreement. If you have any questions as to whether your primary residence is in a state where Schwab offers the Plan, please contact your Investment Advisor.

**C. Plan Fees.** You will not be charged a setup fee. Other fees for services may apply.

**D. Designation of Beneficiaries.** You must designate your beneficiaries in writing on the form provided. These designations will remain in effect until changed or cancelled by you. Your designation of named individuals who may be in the same class as other individuals (e.g., your children or grandchildren) will not include the other unnamed members of that same class, regardless of changes in the members of the class before or after the date of this application. **For example, if you name two children as primary beneficiaries and subsequently have a third child but fail to update your Plan, the third child will not receive distributions under this Plan unless a court orders otherwise.**

If it cannot be determined whether a beneficiary survived the account holder by 120 hours, the beneficiary will be deemed not to have survived that period. Contingent beneficiaries will inherit assets only if there are no surviving primary beneficiaries or per stirpes/per capita heirs (if indicated) at the time of death of the last surviving account holder.

You may indicate per stirpes or per capita distribution for your beneficiary(ies) on this form. **Note that Schwab's definition of per stirpes and per capita may differ from the definition of per stirpes and per capita**

**under your state's laws and/or your will or trust.** It is important that you understand that Schwab will follow the procedures described in this Agreement. If you have questions regarding your beneficiary designation or estate planning, please consult an attorney. If you indicate a **per stirpes distribution** for a named beneficiary and he or she dies before you, Schwab will distribute your named beneficiary's portion to his or her living children (natural or legally adopted; stepchildren are not legally defined as descendants for these purposes), if any, in equal shares. If your named beneficiary dies before you and has no living children, his or her portion will be distributed to the other named beneficiary(ies) (primary or contingent, as appropriate), if any, in equal shares. If all of your named beneficiaries die before you, Schwab will distribute your named beneficiary's portion of your assets to his or her living children, equally.

If you indicate a **per capita distribution** for a named beneficiary and he or she dies before you, Schwab will distribute your named beneficiary's portion to his or her living children (natural or legally adopted; stepchildren are not legally defined as descendants for these purposes), if any, in equal shares. If your named beneficiary dies before you and has no living children, his or her portion will be distributed to the other named beneficiary(ies), if any, in equal shares. If all of your named beneficiaries die before you, Schwab will distribute the assets equally among the living children (natural or legally adopted) of your named beneficiaries, if any.

**E. Authorized Party.** If you indicate per stirpes or per capita for your beneficiary(ies), Schwab will require a certification of the identity of the beneficiary(ies) from your Authorized Party prior to distributing the account assets. You, on behalf of yourself, your estate, and your successors in interest, agree that Schwab shall be entitled to rely on the verification of beneficiaries provided by your Authorized Party when distributing your account assets. You also agree that Schwab has no obligation to locate or identify any beneficiary or to independently verify any information submitted by your Authorized Party prior to distributing your account assets.

You, your estate, and your successors in interest further understand and agree that, notwithstanding the above and any information or instructions provided by your Authorized Party, Schwab may, in its sole discretion, require additional documentation, consult with counsel, or institute legal proceedings in order to determine the proper identity of your beneficiaries, all of which shall be at the expense of your account.

If you name an Authorized Party in Section 6, Schwab will use reasonable efforts to locate the person you have so designated. If, however, despite these reasonable efforts we are unable to locate the person you have designated as your Authorized Party, or that person is unable or unwilling to serve, then you, your estate, and your successors in interest understand and agree that Schwab will instead be entitled to rely on the verification of beneficiaries provided by the personal representative, executor, or administrator of your estate as identified in letters testamentary or letters of administration issued by a court of appropriate jurisdiction. You agree and understand that the costs of appointing a personal representative, executor, or administrator for your estate, if any, shall be borne by your estate and not by Schwab.

If you wish to change the person you have designated as your Authorized Party, you agree to do so by completing this form in its entirety. If there are multiple account holders, the change of Authorized Party must be authorized by all account holders.



**F. Revocation and Changes to Beneficiary Designations.** During your lifetime, this account belongs to you. You may close the account, remove or add a beneficiary, change the account type or account ownership, or withdraw all or part of the account balance. You may change your named beneficiaries, change the percentages that you wish to distribute to each beneficiary, or revoke your entire Plan at any time. Any designation, revocation, or change to a beneficiary designation must be authorized by all surviving account holders. **A subsequent beneficiary designation by this form automatically revokes a prior designation of all beneficiaries for this account, in its entirety, when it becomes effective.**

In order to be effective, changes or revocations to beneficiary designations must be made in writing, signed by all living account holders, and delivered to Schwab prior to the account holder's death. Schwab will not honor any change of beneficiary made in a will or trust, except as required by court order delivered to Schwab. An attorney-in-fact, guardian, conservator, or other duly authorized and acting representative of the account holder may change or revoke the beneficiary designation only if specifically authorized by a court order or other instrument of appointment delivered and acceptable to Schwab. Changes in the relationship between the account holder(s) and any designated beneficiary, including, but not limited to, subsequent marriage, dissolution of marriage, remarriage, or adoption, will not automatically add or revoke designations of beneficiaries. **For example, if a former spouse was a designated beneficiary prior to the dissolution of your marriage, the former spouse will remain a beneficiary after the dissolution unless you revoke his or her designation as a beneficiary by completing this form in its entirety.**

**G. Payment on Death.** Beneficiary designations under your Plan for your Schwab One account (other than a Pledged Account) will not be effective until the death of the last surviving account holder. If this is a joint account, the surviving account holder has the right to revoke the Plan or change beneficiaries after your death. Only assets that are held in your Plan at Schwab can be distributed to the named beneficiaries at the last account holder's death. Transfers to a beneficiary(ies) include any interest, earnings, dividends, etc., associated with these account assets but not paid or credited before the death of the last surviving account holder.

Upon the death of the last surviving account holder, any funds remaining in your Pledged Account belong to the then-surviving (if any) beneficiary(ies), subject to any amount the deceased account holder owes on the Pledged Asset Line held at Schwab Bank, Schwab Premier Bank or another line of credit or loan obligation owed to another Lender who has entered into a Pledged Asset Account Agreement or a Pledged Asset Account Agreement for Third-Party Pledgors with you and Schwab. If you owe Schwab Bank or Schwab Premier Bank on the Pledged Asset Line, Schwab may use the funds in your Account to pay all amounts owing on your Pledged Asset Line before Schwab distributes any funds to the beneficiary(ies). The beneficiary designations will remain in effect until changed or canceled by you. If you have any questions regarding your beneficiary designation or estate planning, please consult an attorney.

Schwab has no duty to withhold a transfer based on knowledge of an adverse claim unless written notice is given of that claim that affords Schwab reasonable opportunity to act prior to making the transfer. It is the responsibility of each beneficiary designated under the Plan to notify Schwab of the death of the account owner and to provide: (1) a completed Designated Beneficiary Plan Distribution Form; (2) a certified copy of the death certificate; and (3) a tax waiver if required by state law. Furthermore, it may be necessary to require proof of the beneficiary's date of birth or relationship to the account holder. For per stirpes and per capita distributions, the Authorized Party of the account holder(s) will also be required to determine and verify the identity of your beneficiaries. We reserve the right, in our sole discretion, to require additional documentation, to consult counsel, and to institute legal proceedings in order to determine the proper distribution of account assets, which shall be at the expense of the account. Schwab reserves the right, but shall not

be obligated, to withhold a certain portion of the proceeds payable to any beneficiary, the distribution to whom would be subject to tax under Chapter 13 (Generation-Skipping Tax) or any other provision of the Internal Revenue Code, or under applicable state laws.

Schwab has no obligation to locate or notify any beneficiary or to independently verify any information submitted either by your Authorized Party or any person claiming an interest in your account. If you indicate per stirpes or per capita distribution, you, your estate, and your successors in interest agree that Schwab is entitled to rely on the certification provided by your Authorized Party.

When your assets are distributed to your beneficiaries, fractional shares that cannot be distributed in accordance with your instructions will instead be given to the beneficiary receiving the largest percentage of the account's assets or, if each beneficiary is receiving an equal percentage, to the last beneficiary to receive proceeds from the account before it is closed. Each beneficiary will be required to open an account at Schwab or to identify an appropriate existing Schwab account to facilitate transfer of the account's assets and to execute an indemnification in the amount of the account's assets. Schwab may resolve any reasonable doubt as to the disposition of the account's assets by judicial determination, which shall be binding on all parties. All legal and other applicable expenses shall be paid from the assets of the account as permitted by state law.

**H. Suitability of the Plan for You.** You acknowledge that Schwab has not advised, nor will advise, you on whether the Plan is appropriate for you. You acknowledge that a Plan is a substitute for a will, trust, or other testamentary disposition of those assets subject to the Plan designation and may have significant tax, estate planning, or other legal consequences. Schwab recommends that you seek advice from your tax or estate planning advisor prior to enrolling in the Plan. You further acknowledge that this Plan does not constitute a trust and that Schwab has no fiduciary duty as a trustee under this Plan.

**I. Indemnity.** Schwab shall incur no liability for any payment made in good faith pursuant to the Plan. You, on behalf of yourself, your estate, and your successors in interest, including those receiving payment as designated beneficiaries, agree to indemnify and hold harmless Schwab, its affiliates, and their directors, officers, employees, and agents from and against all claims, actions, costs, and liabilities, including attorneys' fees, arising out of or relating to:

- Your failure to notify Schwab of a change in primary residence or domicile that may cause the Plan not to be applicable at the time of the account holder's death;
- Any conflicting designations of the assets in your account by will, revocable living trust, or any other instrument;
- Any written change of designated beneficiaries that you have made that is not received by Schwab during the lifetime of the account holder;
- An inability to locate your Authorized Party;
- The failure of your Authorized Party to identify the correct per stirpes or per capita beneficiary(ies);
- Any reliance by Schwab on any information provided to Schwab by your Authorized Party;
- Delays in distributions, including those resulting from attempts to identify or locate your beneficiaries and/or Authorized Party; and
- Any other claims or disputes not due to Schwab's fault or negligence.

**J. Governing Law.** The Plan and its provisions are effective immediately upon the execution of this Agreement and its receipt by Schwab. The Plan is governed by California law and applicable federal law, as applied to contracts entered into and completely performed within California.



# Update Your Schwab or Schwab One® Account Agreement

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

## This Agreement is effective only upon Schwab's acceptance and approval of this application.

I hereby request that Charles Schwab & Co., Inc. ("Schwab") make a change to the account listed in Section 1 of this application. I agree to read and be bound by the terms of the Schwab Account Agreement booklet or the Schwab One Account Agreement booklet (which includes information on the Cash Account and, if applicable, the Schwab Sweep Funds, the Margin and Short Account, Disclosure of Credit Terms and Policies, the Schwab StockBuilder Plan® and other written agreements between me and Schwab that refer to my brokerage account). I agree that the relevant booklet, together with this application and any appendices or addenda, as currently in effect and as they may be amended from time to time, collectively constitute my Account Agreement. If, in the future, I add features to this Account governed by the foregoing agreements (e.g., a money fund or margin trading), I agree to be bound by their terms and conditions. If I do not receive or understand the Schwab Account Agreement booklet or the Schwab One Account Agreement booklet, I will notify Schwab.

In accordance with Section 7 of Brokerage Services in the Schwab One Account Agreement booklet, I agree that all debts and other obligations owed to Schwab by any party to the Account Agreement will be secured by a lien on all Securities and Other Property now or hereafter held, carried or maintained in any of my present or future brokerage accounts with Schwab, whether individually or jointly held with others, or in any brokerage account at Schwab in which I have an interest.

## Required Arbitration Disclosures.

Regulatory authorities require that any brokerage agreement containing a predispute arbitration agreement must disclose that this agreement contains a predispute arbitration clause. This Agreement contains a predispute arbitration clause. By signing an arbitration agreement, the parties agree as follows:

- All parties to this Agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.
- Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.

- The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
- The arbitrators do not have to explain the reason(s) for their award unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 20 days prior to the first scheduled hearing date.
- The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
- The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.
- The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this Agreement.

No person shall bring a putative or certified class action to arbitration, nor seek to enforce any predispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until:

1. the class certification is denied;
2. the class is decertified; or
3. the customer is excluded from the class by the court.

Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this Agreement except to the extent stated herein.

## Arbitration Agreement.

Any controversy or claim arising out of or relating to (i) this Agreement, any other agreement with Schwab, an instruction or authorization provided to Schwab or the breach of any such agreements, instructions, or authorizations; (ii) the Account, any other Schwab account or Services; (iii) transactions in the Account or any other Schwab account; (iv) or in any way arising from the relationship with Schwab, its parent, subsidiaries, affiliates, officers, directors, employees, agents or service providers ("Related Third Parties"), including any controversy over the arbitrability of a dispute, will be settled by arbitration.

This arbitration agreement will be binding upon and inure to the benefit of the parties hereto and their respective representatives,

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

The parties agree that this arbitration agreement will apply even if the application to open the Account is denied and will survive the closure of your Account and/or the termination of services rendered under this Agreement.

Such arbitration will be conducted by, and according to the securities arbitration rules and regulations then in effect of, the Financial Industry Regulatory Authority (FINRA) or any national securities exchange that provides a forum for the arbitration of disputes, provided that Schwab is a member of such national securities exchange at the time the arbitration is initiated. Any party may initiate arbitration by filing a written claim with FINRA or such eligible national securities exchange. If arbitration before FINRA or an eligible national securities exchange is unavailable or impossible for any reason, then such arbitration will be conducted by, and according to the rules and regulations then in effect of, the American Arbitration Association (AAA). If arbitration before the AAA is unavailable or impossible for any reason, the parties agree to have a court of competent jurisdiction appoint three (3) arbitrators to resolve any and all disputes or controversies between or among the parties. Each party shall bear its own initial arbitration costs, which are determined by the rules and regulations of the arbitration forum. In the event of financial hardship, the arbitration forum may waive certain costs in accordance with such rules. At the conclusion of the hearing, the arbitrators will decide how to assess the costs of the arbitration among the parties.

Any award the arbitrator makes shall be final and binding, and judgment on it may be entered in any court having jurisdiction. This arbitration agreement shall be enforced and interpreted exclusively in accordance with applicable federal laws of the United States, including the Federal Arbitration Act. Any costs, fees or taxes involved in enforcing the award shall be fully assessed against and paid by the party resisting enforcement of said award.



For FINRA arbitrations, FINRA will appoint a single public arbitrator in customer cases decided by one arbitrator. In customer cases decided by three arbitrators, investors have the option of choosing an arbitration panel with two public arbitrators and one non-public arbitrator (Majority-Public Panel Rule) or a panel of all public arbitrators (Optional All-Public Panel Rule). If the customer declines to elect a panel selection method in writing by the applicable deadline, the Majority-Public Panel Rule for selecting arbitrators will apply. All notices from one party to the other involving arbitration shall be considered to have been fully given when so served, mailed by first-class, certified or registered mail, or otherwise given by other commercially accepted medium of written notification.

In addition to the above provisions, if a party to this Agreement is or becomes a non-U.S. resident at the time of any controversy subject to this arbitration agreement, such party acknowledges and agrees to the following additional provisions:

- (1) The rules of the organization administering the arbitration specifically provide for the formal designation of the place at which the arbitration is to be held.
- (2) Entering into this Agreement constitutes consent to submit to the personal jurisdiction of the courts of the state of California, U.S.A., to interpret or enforce any or all of these arbitration provisions. Judgment on any arbitration award may be entered in any court having jurisdiction, or application may be made to such court for judicial acceptance of the award and an order of enforcement, as the case may be.
- (3) The exclusive language to be used by the parties and the arbitrators in the arbitration proceedings shall be English. Any party wishing an interpreter shall make all arrangements directly with the interpreter and shall assume all costs of the service.
- (4) If a party is a foreign government or state, state-owned or state-operated enterprise or other instrumentality of a foreign government or state, such party waives all rights of sovereign immunity and neither the Federal Act of State doctrine nor the doctrine of sovereign immunity shall apply insofar as any enforcement in courts located in the U.S.A. is concerned.

#### Checks and Visa® Conditions.

I agree that each Account Holder is authorized to write checks and/or engage in Visa transactions. I further request Bank of New York Mellon Investment Servicing Trust Company (BNY IST) to issue checks and Visa Platinum debit card(s) as indicated on this Account Agreement. I authorize Schwab to make inquiries for the purpose of verifying my creditworthiness and the creditworthiness of my spouse if I am married and live in a community-property state. Such inquiries may

include verifying information I have given in my Account Agreement, contacting my employer and obtaining credit reports. I further authorize Schwab to disclose information to others about me and my Accounts when it is necessary for completing transactions; to comply with a government agency request or court order, such as the IRS or the SEC; to verify the existence and condition of my Account for a third party, such as a credit bureau or merchant; and as otherwise authorized by the Schwab One® Account Agreement. For Account Holders with more than one account at Schwab: This authorization further authorizes Schwab to direct transfers between your accounts at Schwab when no written authorization is requested.

#### Trading Authorization.

If the Account already grants the Investment Advisor ("IA") named above (which I understand may be referred to as "Investment Manager" or "IM" in other documentation relating to my Account) trading authorization, the IA will have the authority to direct Schwab to execute trades in my Account. I authorize Schwab to accept instructions from IA regarding my Account, and to take all other actions necessary or incidental to the execution of such instructions, as IA shall direct. If my Account has a margin feature, Schwab is authorized to accept instructions from IA to trade on margin, to sell short, to borrow securities, to otherwise cause credit to be extended through the Account, and to secure the performance of obligations in the Account with any assets held in the Account (the "Account Assets"). If my Account is authorized for option trading, Schwab is authorized to accept instructions from IA to purchase and sell (write) index participation contracts and covered and uncovered option contracts on securities and securities-related indexes, up to my approved level of options trading strategy. Schwab, and other people to whom Schwab has given instructions in order to implement the IA's instructions, may rely on IA's instructions without obtaining my approval, counter-signature or co-signature. IA's authority will include, without limitation, the authority to give instructions for transactions in securities and financial instruments, including the buying and selling of stocks, bonds, debentures, notes, subscription warrants, stock purchase warrants, covered and uncovered options (if I have authorized trading covered and uncovered options, and only up to my approved level of options trading strategy), mutual fund shares, evidences of indebtedness and any other securities, instruments or contracts relating to securities.

I authorize Schwab to take such actions as Schwab deems reasonably necessary to carry out instructions Schwab receives from me and/or IA. I further authorize Schwab, acting upon IA's instructions, to aggregate transaction orders for my Account with orders for one or more other accounts over which IA has trading authorization or to accept or deliver assets in

transactions executed by other broker-dealers where IA has so aggregated orders. I agree that if any such aggregated order is executed in more than one transaction, my portion of such order may be deemed to have been executed at the weighted average of the prices at which all of such transactions were executed.

#### Fee Payment Authorization.

If the Account already grants the IA fee payment authority over my Account, I authorize Schwab to pay investment advisory and related fees from my Account to my IA in the amount of my IA's instructions. I have authorized my IA in writing to receive fee payments directly from my Account. Schwab may rely on the instructions submitted by my IA, and will have no responsibility to confirm those instructions with me or verify the fees. Schwab may redeem money market fund shares in my Account to the extent necessary to pay these fees. My IA's fees debited from my Account will appear on Schwab's statements of my Account.

#### Disbursement Authorization.

If the Account already grants the IA trading and disbursement authority over my Account, I have authorized my IA to take the following actions, and I instruct Schwab to permit my IA to (1) place trades in my account as provided under the Trading Authorization heading in this Account Application Agreement; (2) remit checks to me at my address of record; and (3) journal cash and/or securities to a Schwab brokerage account on which I am named account holder (known as a first-party transfer). This disbursement authorization does not apply to wire disbursements; Schwab MoneyLink® distributions; or direct, ongoing electronic payments of dividends, interest, and money market income, which use separate forms.

#### Role of Charles Schwab & Co., Inc.

I acknowledge and agree that: Schwab will merely carry out transactions as directed by me and/or IA as the case may be; I (and not Schwab) am responsible for investigating and selecting IA; except in the case of Schwab's affiliated IA, Charles Schwab Investment Management, Inc. (CSIM), IAs are not affiliated with, or controlled or employed by, Schwab; and Schwab has no duty to supervise or monitor trading by me or by IA, including CSIM, in my Account. Schwab will send me confirmations of my trades executed through Schwab and statements of all activity in my Account. If my IA and/or I direct Schwab to act as custodian of nonpublicly traded assets, I acknowledge and agree: (1) that nonpublicly traded assets generally lack a liquid market and that the value of such assets may be difficult to ascertain; (2) that any estimated value reflected on my account statement or other communication from Schwab is for informational purposes only and may be significantly different from the actual market value or the liquidation value of such assets; (3) that Schwab has no responsibility for, nor does Schwab guarantee the accuracy of, any such



valuation of assets, even if the assets have been valued by a pricing service selected by Schwab; (4) that Schwab may require that I sign an addendum to my Account Agreement if Schwab agrees, in the exercise of its discretion, to accept custody of any nonpublicly traded assets in my Account. I authorize Schwab to obtain from IA, and IA to provide to Schwab, information regarding my Account as Schwab may reasonably request. If any of IA's employees is associated with a member of FINRA, NYSE or affiliate, Schwab is authorized to deliver information concerning my Account to such member upon request.

I acknowledge, understand and agree that (1) Schwab Advisor Network® ("Network") member advisors ("Network member advisors") pay Schwab fees to be members; (2) Network member advisors, including IA, are independent and not employees or agents of Schwab; (3) Schwab prescreens Network member advisors and checks their experience and credentials against criteria Schwab sets; (4) neither an IA's membership in Schwab Advisor Network nor CSIM's affiliation with Schwab changes that (A) I am solely responsible for (i) the decision to hire IA, (ii) what authority to give IA and (iii) evaluating IA's services and performance; and (B) Schwab (i) does not supervise IA and (ii) takes no responsibility to monitor IA's performance or transactions in the Account; and (5) if I was referred to IA through the Schwab Advisor Network® or referred to Windhaven® Strategies or ThomasPartners Strategies® that are managed by CSIM, I have received, read and understood the Schwab Advisor Network Disclosure Documents and the Disclosure Brochures for Windhaven® and ThomasPartners® Strategies, managed by CSIM.

#### Products and Services Provided to IA.

Schwab may provide IA, at no fee or at a discounted fee, with research, software and other technology, information and consulting services and other products and services that benefit IA. Schwab's provision of these products and services to IA may be based upon clients of IA placing a certain amount of assets in their brokerage accounts at Schwab (i.e., custodial assets at Schwab) within a certain period of time. IA may be influenced by this commitment in recommending or requiring that its clients establish brokerage accounts at Schwab. These products and services may not necessarily benefit my Account.

#### Pricing.

Schwab and IA may agree to pricing (including commissions and transaction, account and service fees) for my Account and IA's other clients' accounts at Schwab based upon the nature and scope of business that IA transacts with Schwab, including the current and future expected amount of IA's clients' assets custodied at Schwab, the types of securities managed by IA and/or expected frequency of IA's trading. Schwab may change this pricing if the nature and scope of business that IA

transacts with Schwab changes or does not reach agreed-upon levels, in which case pricing for IA's clients' accounts, including my Account, may increase to an amount determined by Schwab not to exceed Schwab's standard pricing as published in the then-current applicable *Charles Schwab Pricing Guide*.

#### Schwab's Privacy Policy and Disclosure of Information.

Schwab respects your privacy. Schwab will use the information you provide to open and service your Account, to communicate with you when necessary, to provide you with additional information about products and services, and to provide to your IA, and certain third parties as your IA directs Schwab, information as provided in this form. Pursuant to your Account Agreement, Schwab may disclose information about you and your Account to certain other third parties. Please call Schwab at 1-800-515-2157 for a copy of Schwab's privacy policy.

#### Accounts With Margin Features.

I understand that when I buy securities on margin or enter into short sales or short options, or when my IA, if I have granted this authority to my IA, does so for my Account, I am borrowing money from Schwab for part of that transaction(s). All securities and other assets in my Schwab Account(s) are pledged as collateral to secure this loan. I acknowledge that margin transactions are riskier and involve the possibility of greater loss than transactions where I am not borrowing money. If the value of my securities and other assets falls, I acknowledge that I may be required to deposit more assets (a margin call) to secure this loan or that securities and other assets held in my Account may be sold to pay down or pay off my loan without prior notice and at a loss or at lower prices than under other circumstances. I agree to carefully consider my own financial condition, tolerance for risk and investment objectives, as well as market conditions, before I decide to use margin credit or grant this authority to my IA. By placing an order on margin, or by granting this authority to my IA, I acknowledge that I have considered all of these factors and have decided that margin financing is appropriate for me.

All securities and other assets now or hereafter held in this Account may be pledged, repledged or otherwise used as collateral, separately or together with securities of other customers, for the amount I owe Charles Schwab & Co., Inc., or for a larger amount. Interest on debit balances will be charged and compounded in accordance with the Account Agreement and as permitted under the laws of the state of California.

#### Termination of Authorizations.

The authorizations I have granted in this Account Agreement will remain effective until I or IA have revoked or terminated any of them by giving notice to Schwab, either by mail, telephone, facsimile, telegraph, messenger, electronic mail, voice mail or otherwise,

provided, however, that Schwab reserves the right to require written notice or confirmation that such authorization has been terminated or revoked. I understand that I may revoke or terminate all authorizations or designations conferred herein at any time. Unless revoked or terminated by me, all authorizations and designations conferred herein to IA shall continue to apply to IA's successors or assigns. Such revocation will not affect my obligation resulting from transactions initiated prior to Schwab's receipt of such notice. I understand that if Schwab terminates its Investment Manager Service Agreement with IA, Schwab will not be obligated to honor any further instructions from IA; I will have exclusive control over, and responsibility for, my Account; and unless Schwab notifies me otherwise, my Account will become a Schwab retail brokerage account subject to all terms and conditions applicable thereto, including fees and commissions, investment products and other services available to Schwab retail customers. Schwab will notify me as soon as reasonably possible after any such termination.

#### Indemnification.

I agree to indemnify and hold harmless Schwab, its affiliates and their directors, officers, employees and agents from and against all claims, actions, costs and liabilities, including attorneys' fees, arising out of or relating to: (1) their reliance on this Account Agreement, and (2) Schwab's execution of IA's instructions.

#### Verification.

I authorize Schwab to inquire from any source, including a consumer reporting agency, as to my identity (as required by federal law), creditworthiness and ongoing eligibility for the Account (and that of my spouse, if I live in a community-property state) at Account opening, at any time throughout the life of the Account, and thereafter for debt collection or investigative purposes.

#### Suitability.

From time to time, Schwab may make available investment research and information ("Schwab research"). I agree and acknowledge that my IA and I are responsible for the transactions in my Account, including assessing the suitability of transactions for my Account, even if Schwab research was used in making the investment decisions for my Account.

#### Account Ownership.

For Accounts held as Joint Tenants with Right of Survivorship, on the death of either party, the entire Account shall vest in and belong to the surviving joint tenant(s). For Accounts held as Tenants in Common, each party shall be deemed to own an equal interest in the Account unless otherwise specified, and on the death of either party, the decedent's interest shall vest in and be distributed to that party's estate. For Accounts held as Community Property, all rights shall be governed by applicable state law. For Custodial Accounts governed by the Uniform Transfers to Minors



Act (UTMA) or the Uniform Gifts to Minors Act (UGMA), I agree that the Account is irrevocably vested in and belongs to the minor, to be used for the sole benefit of the minor, and delivered to the minor promptly upon attaining the age of majority (or other age specified for termination under applicable state law).

**Account Handling Instructions.**

Schwab will automatically hold all securities purchased, as well as all sales proceeds, dividends and interest, unless you specify otherwise.

I consent to Schwab: (i) sending, by mail, electronic delivery and/or other means, duplicate copies of account trade confirmations, account statements and any other information relating to me and my Accounts to my IA and MM, if and in such manner as requested by my IA and MM; (ii) sending such information about me and my Accounts to third parties as my IA or MM shall direct Schwab; and (iii) disclosing information about me and my Accounts to other third parties as provided in Schwab's privacy policy, this Account Application and the Account Agreement.

**Information About SIPC.**

To obtain information about Securities Investor Protection Corporation (SIPC), including an explanatory SIPC brochure, please contact SIPC at [www.sipc.org](http://www.sipc.org) or 1-202-371-8300.

**Impartial Lottery for Securities Subject to Partial Call or Partial Redemption.**

If Schwab holds securities for you in street name, in Schwab's name, or in bearer form that are subject to partial call or partial redemption, then in the case of a partial call or partial redemption Schwab will use an impartial lottery system to select the securities to be called or redeemed from among accounts holding those securities. For a description of Schwab's lottery system, please visit [www.schwab.com/PartialCalls](http://www.schwab.com/PartialCalls). If you would like a printed description of Schwab's lottery system mailed to you, please contact Schwab Alliance at 1-800-515-2157.



# Investor Checking Account Terms of Agreement With Charles Schwab Bank, SSB

**These terms relate to your account and are part of the Account Agreement between each account holder and Charles Schwab Bank, SSB. Please retain for your records.**

For the purposes of this section, "Schwab Bank," "we," "us," and "our" refer to Charles Schwab Bank, SSB ("Schwab Bank").

**A. Amendment and Account Agreement.** This "Designated Beneficiary Plan—Schwab Bank Investor Checking™ Account: Terms of Agreement with Schwab Bank" supplements and is part of the Schwab Bank Deposit Account Agreement, which includes an arbitration provision, which you received at account opening. The Designated Beneficiary Plan with Schwab Bank (the "Bank Plan") consists of the Schwab Designated Beneficiary Plan Agreement and these Terms of Agreement with Schwab Bank. If there is a conflict between the terms in the Bank Plan and the terms of any other agreement that applies to your Investor Checking account, the terms in the Bank Plan shall control.

**B. Limited Availability.** Only Investor Checking accounts with Individual or Joint Tenants with Rights of Survivorship registrations are eligible for the Bank Plan. Other registration types are ineligible for the Bank Plan. Your primary residence must be in a state in which Schwab Bank offers the Bank Plan. By enrolling in the Bank Plan, you represent to us that your primary residence is in one of these states. You understand that the Bank Plan automatically terminates at any time you no longer have a primary residence in a state that allows for the Bank Plan, in which event all designations cease having any legal effect. It is your responsibility to notify us in writing when your primary residence ceases to be in an eligible state, and we will then cancel your enrollment in the Bank Plan. If you reestablish a primary residence in a state where Schwab Bank offers the Bank Plan, you must complete a new Designated Beneficiary Plan Agreement. If you have any questions as to whether your primary residence is in a state where Schwab Bank offers the Bank Plan, please contact your Investment Advisor.

**C. Bank Plan Fees.** You will not be charged a setup fee. Other fees for services may apply.

**D. Designation of Beneficiaries.** You must designate your beneficiaries in writing on the form provided. These designations will remain in effect until changed or canceled by you. Your designation of named individuals who may be in the same class as other individuals (e.g., your children or grandchildren) will not include the other unnamed members of that same class, regardless of changes in the members of the class before or after the date of this application. **For example, if you name two children as primary beneficiaries and subsequently have a third child but fail to update your Bank Plan, the third child will not receive distributions under this Bank Plan unless a court orders otherwise.**

If it cannot be determined whether a beneficiary survived the account holder by 120 hours, the beneficiary will be deemed not to have survived that period. Contingent beneficiaries will inherit assets only if there are no surviving primary beneficiaries or per stirpes/per capita heirs (if indicated) at the time of death of the last surviving account holder.

You may indicate per stirpes or per capita distribution for your beneficiary(ies) on this form. **Note that Schwab Bank's definition of per stirpes and per capita may differ from the definition of per stirpes and per capita under your state's laws and/or your will or trust.** It is important that you understand that Schwab Bank will follow the procedures described in this Agreement. If you have questions regarding your beneficiary designation or estate planning, please consult an attorney. If

you indicate **per stirpes distribution** for a named beneficiary and he or she dies before you, Schwab Bank will distribute the named beneficiary's portion to his or her living children (natural or legally adopted; stepchildren are not legally defined as descendants for these purposes), if any, in equal shares. If your named beneficiary dies before you and has no living children, his or her portion will be distributed to the other named beneficiary(ies) (primary or contingent, as appropriate), if any, in equal shares. If all of your named beneficiaries die before you, Schwab Bank will distribute your beneficiary's portion of your assets to his or her living children, equally.

If you indicate a **per capita distribution** for a named beneficiary and he or she dies before you, Schwab Bank will distribute your named beneficiary's portion to his or her living children (natural or legally adopted; stepchildren are not legally defined as descendants for these purposes), if any, in equal shares. If your named beneficiary dies before you and has no living children, his or her portion will be distributed to the other named beneficiary(ies), if any, in equal shares. If all of your named beneficiaries die before you, Schwab Bank will distribute the assets equally among the living children (natural or legally adopted) of your named beneficiaries, if any.

**E. Authorized Party.** If you indicate per stirpes or per capita distribution for your beneficiary(ies), you understand that Schwab Bank will require a certification of the identity of the beneficiary(ies) from your Authorized Party. You, on behalf of yourself, your estate, and your successors in interest, agree that Schwab Bank shall be entitled to rely on the verification of beneficiaries provided by your Authorized Party when distributing your account assets. You also agree that Schwab Bank has no obligation to locate or identify any beneficiary or to independently verify any information submitted by your Authorized Party.

You, your estate, and your successors in interest further understand and agree that, notwithstanding the above and any information or instructions provided by your Authorized Party, Schwab Bank may, in its sole discretion, require additional documentation, consult with counsel, or institute legal proceedings in order to determine the proper identity of your beneficiaries, all of which shall be at the expense of your account.

If you name an Authorized Party in Section 6, Schwab Bank will use reasonable efforts to locate the person you have so designated. If, however, despite these reasonable efforts we are unable to locate the person you have designated as your Authorized Party, or that person is unable or unwilling to serve, then you, your estate, and your successors in interest understand and agree that Schwab Bank will instead be entitled to rely on the verification of beneficiaries provided by the personal representative, executor, or administrator of your estate as identified in letters testamentary or letters of administration issued by a court of appropriate jurisdiction. You agree and understand that the costs of appointing a personal representative, executor, or administrator for your estate, if any, shall be borne by your estate and not by Schwab Bank.

If you wish to change the person you have designated as your Authorized Party, you agree to do so by completing this form in its entirety. If there are multiple account holders, the change of Authorized Party must be authorized by all account holders.



**F. Revocation and Changes to Beneficiary Designations.** During your lifetime, this account belongs to you. You may close the account, remove or add a beneficiary, change the account type or account ownership, or withdraw all or part of the account balance. You may change your named beneficiaries, change the percentages that you wish to distribute to each beneficiary, or revoke your entire Bank Plan at any time. Any designation, revocation, or change to a beneficiary designation must be authorized by all surviving account holders. A subsequent beneficiary designation by this form automatically revokes a prior designation of all beneficiaries for this account, in its entirety, when it becomes effective.

In order to be effective, changes or revocations to beneficiary designations must be made in writing, signed by all living account holders, and delivered to Schwab Bank prior to the account holder's death. Schwab Bank will not honor any change of beneficiary made in a will or trust, except as required by court order delivered to Schwab Bank. An attorney-in-fact, guardian, conservator, or other duly authorized and acting representative of the account holder may change or revoke the beneficiary designation only if specifically authorized by a court order or other instrument of appointment delivered and acceptable to Schwab Bank. Changes in the relationship between the account holder(s) and any designated beneficiary, including, but not limited to, subsequent marriage, dissolution of marriage, remarriage, or adoption, will not automatically add or revoke designations of beneficiaries. **For example, if a former spouse was a designated beneficiary prior to the dissolution of your marriage, the former spouse will remain a beneficiary after the dissolution unless you revoke his or her designation as a beneficiary by completing this form in its entirety.**

**G. Payment on Death.** Beneficiary designations under your Bank Plan will not be effective until the death of the last surviving account holder. If this is a joint account, the surviving account holder has the right to revoke the Bank Plan or change beneficiaries after your death. Only assets that are held in your Bank Plan at Schwab Bank can be distributed to the named beneficiaries at the last account holder's death. Transfers to a beneficiary(ies) include any interest, earnings, dividends etc. associated with these account assets but not paid or credited before the death of the last surviving account holder.

Schwab Bank has no duty to withhold a transfer based on knowledge of an adverse claim unless written notice is given of that claim that affords Schwab Bank reasonable opportunity to act prior to making the transfer. It is the responsibility of each beneficiary designated under the Bank Plan to notify Schwab Bank of the death of the account owner and to provide: (1) a completed Designated Beneficiary Plan Distribution Form; (2) a certified copy of the death certificate; and (3) a tax waiver if required by state law. Furthermore, it may be necessary to require proof of the beneficiary's date of birth or relationship to the account holder. For per stirpes and per capita distributions, the Authorized Party of the account holder(s) will also be required to determine and verify the identity of your beneficiaries. We reserve the right, in our sole discretion, to require additional documentation, to consult counsel, and to institute legal proceedings in order to determine the proper distribution of account assets, which shall be at the expense of the account. Schwab Bank reserves the right, but shall not be obligated, to withhold a certain portion of the proceeds payable to any beneficiary, the distribution to whom would be subject to tax under Chapter 13 (Generation-Skipping Tax) or any other provision of the Internal Revenue Code, or under applicable state laws.

If there is an Overdraft Credit Line ("OCL") associated with your Investor Checking account, we may use the funds in your Investor Checking account (or other accounts you hold at Schwab Bank) to pay all amounts owing on your OCL before we distribute any funds to the beneficiary(ies).

Schwab Bank has no obligation to locate or notify any beneficiary or to independently verify any information submitted either by your Authorized Party or any person claiming an interest in your account. If you indicate per

stirpes or per capita distribution, you, your estate, and your successors in interest agree that Schwab Bank is entitled to rely on the certification provided by your Authorized Party. When your assets are distributed to your beneficiaries, fractional shares that cannot be distributed in accordance with your instructions will instead be given to the beneficiary receiving the largest percentage of the account's assets or, if each beneficiary is receiving an equal percentage, to the last beneficiary to receive proceeds from the account before it is closed. Each beneficiary will be required to open an account at Schwab Bank or to identify an appropriate existing Schwab Bank account to facilitate transfer of the account's assets and to execute an indemnification in the amount of the account's assets. Schwab Bank may resolve any reasonable doubt as to the disposition of the account's assets by judicial determination, which shall be binding on all parties. All legal and other applicable expenses shall be paid from the assets of the account as permitted by state law.

**H. Suitability of the Bank Plan for You.** You acknowledge that Schwab Bank has not advised, nor will advise, you on whether the Bank Plan is appropriate for you. You acknowledge that a Bank Plan is a substitute for a will, trust, or other testamentary disposition of those assets subject to the Bank Plan designation and may have significant tax, estate planning, or other legal consequences. Schwab Bank recommends that you seek advice from your tax or estate planning advisor prior to enrolling in the Bank Plan. You further acknowledge that this Bank Plan does not constitute a trust and that Schwab Bank has no fiduciary duty as a trustee under this Bank Plan.

**I. Indemnity.** Schwab Bank shall incur no liability for any payment made in good faith pursuant to the Bank Plan. You, on behalf of yourself, your estate, and your successors in interest, including those receiving payment as designated beneficiaries, agree to indemnify and hold harmless Schwab Bank, its affiliates, and their directors, officers, employees, and agents from and against all claims, actions, costs, and liabilities, including attorneys' fees, arising out of or relating to:

- Your failure to notify Schwab Bank of a change in primary residence or domicile that may cause the Bank Plan not to be applicable at the time of the account holder's death;
- Any conflicting designations of the assets in your account by will, revocable living trust, or any other instrument;
- Any written change of designated beneficiaries that you have made that is not received by Schwab Bank during the lifetime of the account holder;
- An inability to locate your Authorized Party;
- The failure of your Authorized Party to identify the correct per stirpes or per capita beneficiary(ies);
- Any reliance by Schwab Bank on any information provided to Schwab Bank by your Authorized Party;
- Delays in distributions including those resulting from attempts to identify or locate your beneficiaries and/or Authorized Party; and
- Any other claims or disputes not due to Schwab Bank's fault or negligence.

**J. Governing Law.** The Bank Plan and its provisions are effective immediately upon the execution of this Agreement and its receipt by Schwab Bank. The Bank Plan is governed by Nevada law and applicable federal law, as applied to contracts entered into and completely performed within Nevada.

