

<b>Investment Advisor ("IA") Information (This portion to be completed by IA.)</b>	
Firm Name (please print): _____	
Master Account Number(s): _____	Service Team: _____
Contact Name: _____	Contact Telephone Number: _____

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, Schwab Bank.

**Important Notes About This Agreement**

- Use this agreement to establish a Designated Beneficiary Plan ("Plan") for your Schwab One® Brokerage account, add the Plan to a new Schwab Bank High Yield Investor Checking® ("High Yield Investor Checking") account, change beneficiary(ies) on an existing Plan or revoke an existing Plan. Any changes or revocations must be in writing.
- At your death, or 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 Charles Schwab.
- 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 assets in the Schwab One account and the linked High Yield Investor Checking account designated on this form. A separate Designated Beneficiary Plan Agreement is required for any other eligible Schwab One account and linked High Yield Investor Checking 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.

If at any time in the future you want to revoke the Designated Beneficiary Plan, you must do so in writing or by checking the appropriate circle in Section 1 and following the directions. If you would like to change beneficiaries on an existing plan, check the appropriate circle in Section 1 and follow the directions.

**Eligibility Requirements**

To take advantage of Schwab's Designated Beneficiary Plan:

- **The account must be a Schwab One Brokerage account. If the account is a general brokerage account, you will need to upgrade the account to a Schwab One Brokerage account.**
- Your account(s) must be registered as Individual or Joint Tenants with Rights of Survivorship, Tenants-by-the-Entirety or Community Property with Rights of Survivorship. 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.

**Important Notes for High Yield Investor Checking Clients**

- If you have a High Yield Investor Checking account linked to your Schwab One Brokerage account, the High Yield 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 High Yield Investor Checking account specified 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 High Yield Investor Checking account" refers to your account with Charles Schwab Bank ("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 High Yield 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 High Yield Investor Checking account.

**Non-Deposit Investment Products: Not FDIC-Insured • No Bank Guarantee • May Lose Value**

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Print Name of Approver _____	Signature of Approver _____
Account Number _____	Date (mm/dd/yyyy) _____





3. Primary Beneficiary(ies) (Continued)

If you later wish to change one or more beneficiaries, you must complete an entirely new Schwab Designated Beneficiary Plan Agreement, listing all beneficiaries and their respective percentages.

Designated % Trust Name (if applicable) Trust Date (mm/dd/yyyy)
First Name Middle Last Relationship
Home Street Address (no P.O. boxes, please) City State Zip Code
Social Security/Tax ID Number Date of Birth (mm/dd/yyyy) Home Telephone Number Business Telephone Number Cellular Telephone Number
Country(ies) of Citizenship (Must list all. If not a U.S. citizen, please complete identification information below.) Country of Legal Residence
Identification Type (Complete only if not a U.S. citizen.) Identification Number Place of Issuance Issue Date Expiration Date

Designated % Trust Name (if applicable) Trust Date (mm/dd/yyyy)
First Name Middle Last Relationship
Home Street Address (no P.O. boxes, please) City State Zip Code
Social Security/Tax ID Number Date of Birth (mm/dd/yyyy) Home Telephone Number Business Telephone Number Cellular Telephone Number
Country(ies) of Citizenship (Must list all. If not a U.S. citizen, please complete identification information below.) Country of Legal Residence
Identification Type (Complete only if not a U.S. citizen.) Identification Number Place of Issuance Issue Date Expiration Date

Designated % Trust Name (if applicable) Trust Date (mm/dd/yyyy)
First Name Middle Last Relationship
Home Street Address (no P.O. boxes, please) City State Zip Code
Social Security/Tax ID Number Date of Birth (mm/dd/yyyy) Home Telephone Number Business Telephone Number Cellular Telephone Number
Country(ies) of Citizenship (Must list all. If not a U.S. citizen, please complete identification information below.) Country of Legal Residence
Identification Type (Complete only if not a U.S. citizen.) Identification Number Place of Issuance Issue Date Expiration Date

Designated % Trust Name (if applicable) Trust Date (mm/dd/yyyy)
First Name Middle Last Relationship
Home Street Address (no P.O. boxes, please) City State Zip Code
Social Security/Tax ID Number Date of Birth (mm/dd/yyyy) Home Telephone Number Business Telephone Number Cellular Telephone Number
Country(ies) of Citizenship (Must list all. If not a U.S. citizen, please complete identification information below.) Country of Legal Residence
Identification Type (Complete only if not a U.S. citizen.) Identification Number Place of Issuance Issue Date Expiration Date

Designated % Trust Name (if applicable) Trust Date (mm/dd/yyyy)
First Name Middle Last Relationship
Home Street Address (no P.O. boxes, please) City State Zip Code
Social Security/Tax ID Number Date of Birth (mm/dd/yyyy) Home Telephone Number Business Telephone Number Cellular Telephone Number
Country(ies) of Citizenship (Must list all. If not a U.S. citizen, please complete identification information below.) Country of Legal Residence
Identification Type (Complete only if not a U.S. citizen.) Identification Number Place of Issuance Issue Date Expiration Date

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Account Number



**4. Contingent Beneficiary(ies)**

If any primary beneficiary listed in Section 3 is not living at the death of the last surviving account holder, or does not survive the last surviving account holder by 120 hours, or disclaims the assets, that beneficiary's share shall pass to:

Please check one:

- The other primary beneficiary(ies) pro rata (proportionate to the designated percentages).
- My estate and go through probate.
- The following contingent beneficiaries proportionate to the designated percentages indicated below.

**If none of the above choices is selected, and my primary beneficiary listed in Section 3 is not living at the death of the last surviving account holder, or does not survive the last surviving account holder by 120 hours, or disclaims the assets, that beneficiary's share shall pass to the other primary beneficiary(ies) pro rata (proportionate to the designated percentages).**

Unless different percentages are indicated, those assets shall be divided equally among the contingent beneficiaries below.

Designated %	Trust Name (if applicable)	Trust Date (mm/dd/yyyy)		
First Name	Middle	Last	Relationship	
Home Street Address (no P.O. boxes, please)		City	State	Zip Code
Social Security/Tax ID Number	Date of Birth (mm/dd/yyyy)	Home Telephone Number	Business Telephone Number	Cellular Telephone Number
<input type="radio"/> USA <input type="radio"/> Other	<input type="radio"/> Other		<input type="radio"/> USA <input type="radio"/> Other	
Country(ies) of Citizenship (Must list all. If not a U.S. citizen, please complete identification information below.)			Country of Legal Residence	
<input type="radio"/> Passport <input type="radio"/> U.S. Driver's License <input type="radio"/> U.S. Gov't Issued ID				
Identification Type (Complete only if not a U.S. citizen.)	Identification Number	Place of Issuance	Issue Date	Expiration Date

Designated %	Trust Name (if applicable)	Trust Date (mm/dd/yyyy)		
First Name	Middle	Last	Relationship	
Home Street Address (no P.O. boxes, please)		City	State	Zip Code
Social Security/Tax ID Number	Date of Birth (mm/dd/yyyy)	Home Telephone Number	Business Telephone Number	Cellular Telephone Number
<input type="radio"/> USA <input type="radio"/> Other	<input type="radio"/> Other		<input type="radio"/> USA <input type="radio"/> Other	
Country(ies) of Citizenship (Must list all. If not a U.S. citizen, please complete identification information below.)			Country of Legal Residence	
<input type="radio"/> Passport <input type="radio"/> U.S. Driver's License <input type="radio"/> U.S. Gov't Issued ID				
Identification Type (Complete only if not a U.S. citizen.)	Identification Number	Place of Issuance	Issue Date	Expiration Date

Designated %	Trust Name (if applicable)	Trust Date (mm/dd/yyyy)		
First Name	Middle	Last	Relationship	
Home Street Address (no P.O. boxes, please)		City	State	Zip Code
Social Security/Tax ID Number	Date of Birth (mm/dd/yyyy)	Home Telephone Number	Business Telephone Number	Cellular Telephone Number
<input type="radio"/> USA <input type="radio"/> Other	<input type="radio"/> Other		<input type="radio"/> USA <input type="radio"/> Other	
Country(ies) of Citizenship (Must list all. If not a U.S. citizen, please complete identification information below.)			Country of Legal Residence	
<input type="radio"/> Passport <input type="radio"/> U.S. Driver's License <input type="radio"/> U.S. Gov't Issued ID				
Identification Type (Complete only if not a U.S. citizen.)	Identification Number	Place of Issuance	Issue Date	Expiration Date

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**4. Contingent Beneficiary(ies)** (Continued)

Designated %	Trust Name (if applicable)			Trust Date (mm/dd/yyyy)	
First Name	Middle	Last		Relationship	
Home Street Address (no P.O. boxes, please)		City	State	Zip Code	
Social Security/Tax ID Number	Date of Birth (mm/dd/yyyy)	Home Telephone Number	Business Telephone Number	Cellular Telephone Number	
<input type="radio"/> USA <input type="radio"/> Other	<input type="radio"/> Other		<input type="radio"/> USA <input type="radio"/> Other		
Country(ies) of Citizenship (Must list all. If not a U.S. citizen, please complete identification information below.)			Country of Legal Residence		
<input type="radio"/> Passport <input type="radio"/> U.S. Driver's License <input type="radio"/> U.S. Gov't Issued ID					
Identification Type (Complete only if not a U.S. citizen.)		Identification Number	Place of Issuance	Issue Date	Expiration Date
<input type="radio"/> Passport <input type="radio"/> U.S. Driver's License <input type="radio"/> U.S. Gov't Issued ID					
Identification Type (Complete only if not a U.S. citizen.)		Identification Number	Place of Issuance	Issue Date	Expiration Date

Should all designated primary and contingent beneficiary(ies) disclaim the assets, predecease the account holder or not survive the last surviving account holder by 120 hours, the assets will be distributed to the last surviving account holder's estate.

**5. 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. (and Schwab Bank, if Schwab One® Brokerage account is linked to a High Yield Investor Checking account), 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 Transfer to Minors Act (UTMA), or the Uniform Gift 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.

First Name	Middle	Last	As custodian for (name of minor beneficiary)
First Name	Middle	Last	As custodian for (name of minor beneficiary)
First Name	Middle	Last	As custodian for (name of minor beneficiary)
First Name	Middle	Last	As custodian for (name of minor beneficiary)

**6. Designated Beneficiary Plan Terms of Agreement with Charles Schwab & Co., Inc.**

Please read this section carefully and sign in Section 8.

**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 and any other agreements between you and Schwab that apply to your accounts with Charles Schwab & Co., Inc. ("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, 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.

**B. Limited Availability.** Only Schwab One accounts with Individual or Joint Tenants with Rights of Survivorship (or Tenants-by-the-Entirety 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 re-establish 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. Only beneficiaries identified by name (including trusts) will share in the account proceeds. The designation of named individuals who may be in the same class as other individuals (e.g., children and grandchildren) will

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## 6. Designated Beneficiary Plan Terms of Agreement with Charles Schwab & Co., Inc. (Continued)

not automatically include the other members of the class, regardless of the class before or after the date of this application.

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.

**E. Revocation and Changes to Beneficiary Designations.** You may change your named beneficiaries, change the percentages that you wish to distribute, or revoke your entire Plan at any time. A subsequent beneficiary designation automatically revokes a prior designation of all beneficiaries, in its entirety, when it becomes effective. In order to be effective, these changes 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 dissolution of the marriage, the former spouse would remain a beneficiary after the dissolution unless his or her designation as a beneficiary was expressly revoked in writing that was received by Schwab.

**F. Payment on Death.** Beneficiary designations under your 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 Plan or change beneficiaries after your death. All assets in your Plan must be held at Schwab in order to be distributed to the named beneficiaries at the last surviving 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 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; (3) a notarized Affidavit of Domicile; and (4) 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. We will have no responsibility for locating designated 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 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.

**G. 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.

**H. 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; and
- any other claims or disputes not due to Schwab's fault or negligence.

**I. 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.

## 7. Designated Beneficiary Plan—High Yield Investor Checking Account: Terms of Agreement with Schwab Bank

"Schwab Bank," "we," "us" and "our" refer to Charles Schwab Bank. Any capitalized terms not defined in these Terms of Agreement with Schwab Bank can be found in your *Schwab Bank Deposit Account Agreement*.

**A. Amendment and Account Agreement.** This "Designated Beneficiary Plan—High Yield 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 High Yield Investor Checking account, the terms in the Bank Plan shall control.

**B. Limited Availability.** Only High Yield 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 within the United States in a state where Schwab's Designated Beneficiary Plan is offered. If your primary residence changes to a state where Schwab's Designated Beneficiary Plan is not offered, this Bank Plan and your beneficiary designation will no longer be valid.

**C. Designation of Beneficiaries: Revocation and Changes to Beneficiary Designation.** You may designate your High Yield Investor Checking account to be payable on your death to a

designated beneficiary(ies) by naming them on, and executing, the Schwab Designated Beneficiary Plan Agreement. These designations will remain in effect until changed or cancelled by you. 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, and withdraw all or part of the account balance. Any designation, revocation or change to a beneficiary designation must be authorized by all surviving account holders.

**D. Payment on Death.** Upon the death of the holder or, if there are co-holders, the last surviving co-holder, any available funds remaining in the High Yield Investor Checking account belong to the then-surviving (if any) beneficiary(ies), subject to our right to charge

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Account Number \_\_\_\_\_





7. Designated Beneficiary Plan—High Yield Investor Checking Account: Terms of Agreement with Schwab Bank (Continued)

the account for any amount the deceased holder, co-holder or beneficiary owes us. A beneficiary will acquire an interest in the High Yield Investor Checking account only after the death of all account holders and then only if the beneficiary(ies) is (are) alive. Upon your death, the Available Funds in your High Yield Investor Checking account listed on this application will become the property of, and payable to, the beneficiary(ies) listed on this application who survive(s) the last surviving account holder by 120 hours. 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. Please be advised that surviving account holders may change the beneficiary(ies) at any time. If there is an Overdraft Credit Line (OCL) associated with your High Yield Investor Checking account, we may use the funds in your High Yield 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).

**E. Suitability for You.** You acknowledge that we have not advised you on whether the Bank Plan is appropriate for you. You acknowledge that the Bank Plan may have significant tax, estate planning or other legal consequences. We recommend 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 is not a trustee. Furthermore, we have no fiduciary obligations to you under this Bank Plan.

**F. Indemnity.** We shall incur no liability for any payment made in good faith under this 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 us of a change in primary residence that may cause the Bank Plan not to be applicable at the time of any account holder's death;
- any conflicting designations of the assets in your High Yield Investor Checking 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 us during your lifetime; and
- any other claims or disputes not due to our fault or negligence.

**G. Governing Law.** The Bank Plan and its provisions are effective immediately upon the execution of this application and receipt by us. These Terms of Agreement with Schwab Bank are governed by Nevada law and applicable federal law.

8. Signature(s)

By signing below, I/we request Charles Schwab & Co., Inc. to accept the beneficiary(ies) 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 and agree to the Designated Beneficiary Plan Terms of Agreement with Charles Schwab & Co., Inc.

High Yield Investor Checking Account: If I/we have provided an account number for a High Yield Investor Checking account in Section 2 of this agreement (or checked the circle indicating a new High Yield Investor Checking account), I/we additionally request Schwab Bank to accept the beneficiary(ies) for my/our High Yield 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 agree to the Terms of Agreement with Schwab Bank for the Designated Beneficiary Plan—High Yield Investor Checking Account. I/we acknowledge that I/we have received a copy of these Agreement(s).

Signature: Account Holder \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_ (mm/dd/yyyy)

Signature: Additional Account Holder \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_ (mm/dd/yyyy)

Signature: Additional Account Holder \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_ (mm/dd/yyyy)

For Charles Schwab Use Only \_\_\_\_\_  
Account Number



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

**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 and any other agreements between you and Schwab that apply to your accounts with Charles Schwab & Co., Inc. ("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, 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.

**B. Limited Availability.** Only Schwab One accounts with Individual or Joint Tenants with Rights of Survivorship (or Tenants-by-the-Entirety 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. Only beneficiaries identified by name (including trusts) will share in the account proceeds. The designation of named individuals who may be in the same class as other individuals (e.g., children and grandchildren) will not automatically include the other members of the class, regardless of the class before or after the date of this application.

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.

**E. Revocation and Changes to Beneficiary Designations.** You may change your named beneficiaries, change the percentages that you wish to distribute or revoke your entire Plan at any time. A subsequent beneficiary designation automatically revokes a prior designation of all beneficiaries, in its entirety, when it becomes effective. In order to be effective, these changes 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 dissolution of the marriage, the former spouse would remain a beneficiary after the dissolution unless his or her designation as a beneficiary was expressly revoked in writing that was received by Schwab.

**F. Payment on Death.** Beneficiary designations under your 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 Plan or change beneficiaries after your death. All assets in your Plan must be held at Schwab in order to be distributed to the named beneficiaries at the last surviving 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 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; (3) a notarized Affidavit of Domicile; and (4) 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. We will have no responsibility for locating designated 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 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.

**G. 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.

**H. 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; and
- any other claims or disputes not due to Schwab's fault or negligence.

**I. 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.

**J. 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.



## High Yield Investor Checking Account Terms of Agreement with Schwab Bank

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

Throughout this agreement, the words “you,” “your” and “yours” refer to each account holder. “Schwab Bank,” “we,” “us” and “our” refer to Charles Schwab Bank. Any capitalized terms not defined in these Terms of Agreement with Schwab Bank can be found in your *Schwab Bank Deposit Account Agreement*.

**A. Amendment and Account Agreement.** This “Designated Beneficiary Plan—High Yield 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 High Yield Investor Checking account, the terms in the Bank Plan shall control.

**B. Limited Availability.** Only High Yield 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 within the United States in a state where Schwab’s Designated Beneficiary Plan is offered. If your primary residence changes to a state where Schwab’s Designated Beneficiary Plan is not offered, this Bank Plan and your beneficiary designation will no longer be valid.

**C. Designation of Beneficiaries: Revocation and Changes to Beneficiary Designation.** You may designate your High Yield Investor Checking account to be payable on your death to a designated beneficiary(ies) by naming them on,

and executing, the Schwab Designated Beneficiary Plan Agreement. These designations will remain in effect until changed or cancelled by you. 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, and withdraw all or part of the account balance. Any designation, revocation or change to a beneficiary designation must be authorized by all surviving account holders.

**D. Payment on Death.** Upon the death of the holder or, if there are co-holders, the last surviving co-holder, any available funds remaining in the High Yield Investor Checking account belong to the then-surviving (if any) beneficiary(ies), subject to our right to charge the account for any amount the deceased holder, co-holder or beneficiary owes us. A beneficiary will acquire an interest in the High Yield Investor Checking account only after the death of all account holders and then only if the beneficiary(ies) is (are) alive. Upon your death, the available funds in your High Yield Investor Checking account listed on this application will become the property of, and payable to, the beneficiary(ies) listed on this application who survive(s) the last surviving account holder by 120 hours. 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. Please be advised that surviving account holders may change the beneficiary(ies) at any time. If there is an Overdraft Credit Line (OCL) associated with your High Yield Investor Checking account, we may use the funds in your High Yield 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).

**E. Suitability for You.** You acknowledge that we have not advised you on whether the Bank Plan is appropriate for you. You acknowledge that the Bank Plan may have significant tax, estate planning or other legal consequences. We recommend 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 is not a trustee. Furthermore, we have no fiduciary obligations to you under this Bank Plan.

**F. Indemnity.** We shall incur no liability for any payment made in good faith under this 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 us of a change in primary residence that may cause the Bank Plan not to be applicable at the time of any account holder’s death;
- any conflicting designations of the assets in your High Yield Investor Checking 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 us during your lifetime; and
- any other claims or disputes not due to our fault or negligence.

**G. Governing Law.** The Bank Plan and its provisions are effective immediately upon the execution of this application and receipt by us. These Terms of Agreement with Schwab Bank are governed by Nevada law and applicable federal law.