



Important Instructions for Completing This Form

Schwab.com | **1-800-435-4000** (inside the U.S.) | **+1-415-667-8400** (outside the U.S.) | **1-888-686-6916** (multilingual services)

- Please complete this form, sign it, and return it to Schwab. You can either complete it online or print a copy and fill it out by hand.
- If you are opening a new account, be sure to enclose any accompanying materials (e.g., new account documents or a check for an initial deposit) when you return the form.
- If you have any questions, call us at 1-800-435-4000.

Return Instructions

Return the signed, completed form to your nearest Schwab branch (visit schwab.com/branch for locations) or mail it to any of the following addresses:

Regular Mail

Charles Schwab & Co., Inc.
Attn: IS Document Control
P.O. Box 982600
El Paso, TX 79998-2600

Overnight Mail

Charles Schwab & Co., Inc.
Attn: IS Document Control
1945 Northwestern Drive
El Paso, TX 79912

Regular Mail

Charles Schwab & Co., Inc.
Attn: IS Document Control
P.O. Box 628291
Orlando, FL 32862-8291

Overnight Mail

Charles Schwab & Co., Inc.
Attn: IS Document Control
1958 Summit Park Dr., Ste. 200
Orlando, FL 32810

ADA

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CC0012384 (0615-4165) ELC37185-04 (05/15)

Designated Beneficiary Plan Agreement

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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. 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 do so in writing or by checking the appropriate box in Section 1 and following 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. 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, 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 High Yield 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.

If you have a Schwab Global Account™ associated with your Schwab One account, beneficiary designations will apply to your Schwab Global Account, and all beneficiaries must be U.S. citizens who reside in the U.S. and are able to provide a U.S. mailing address.

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” and “Schwab Global Account” refer 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



Important Notes About This Agreement (Continued)

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, 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.

1. Agreement Action (Check one box only.)

- ☐ Add a new Plan. (Check this box and complete all remaining sections.)
- ☐ Add a Plan to a new Schwab Bank High Yield Investor Checking® account. (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 6.)

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 at www.schwab.com/privacy. As required by federal law, we will use the information you provided 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 High Yield Investor Checking accounts.

Account Number	Account Holder Name (First)	(Middle)	(Last)
Legal Residence Address	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.)

If you have a High Yield Investor Checking account that is linked with the Schwab One Brokerage account listed above, please provide the High Yield Investor Checking account number:

Schwab Bank High Yield Investor Checking Account Number																			
---	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Additional Account Holder First Name Middle Last

Additional Account Holder First Name Middle Last

☐ I have opened a High Yield Investor Checking account but do not yet have the account number.

☐ I would like to open a High Yield Investor Checking account.

Note: In order for Schwab to open a new account for you, please complete the Add Schwab Bank High Yield Investor Checking to Your Schwab One Brokerage Account form and submit it along with this form.

3. Designate Your Beneficiary(ies)

Please designate your beneficiary(ies) on this form. Clearly indicate the percentage each beneficiary is to receive; make sure the percentages add up to 100% in each category. (If you do not indicate percentages in the primary or contingent beneficiary sections, assets in the account shall be divided equally among the beneficiaries in the respective class.) In the event of your death (or, in the case of a joint account, the death of the last surviving account holder), all of the assets in the account shall be transferred to your beneficiary(ies).

If you later wish to change or add beneficiaries (in response to a significant life change such as divorce or the birth or adoption of a child, for example), you must complete a new Schwab Designated Beneficiary Plan Agreement, listing all beneficiaries and their respective percentages.

Should all beneficiaries disclaim the assets, predecease the account holder(s), or not survive the last surviving account holder by 120 hours, the assets will be distributed to the last surviving account holder's estate.

FOR CHARLES SCHWAB USE ONLY:																			
Branch Office and Account Number																			
Investor Checking Account Number																			



3. Designate Your Beneficiary(ies) (Continued)

Contingent beneficiaries will inherit assets only if there are no surviving primary beneficiaries or per stirpes heirs (if indicated) at the time of death of the last surviving account holder.

Special Considerations for Joint Account Holders

Note that in the event of the death of a joint account holder, the surviving account holder(s) may change the beneficiary(ies) to the account by completing a new Designated Beneficiary Plan Agreement.

For accounts registered as Joint Tenants with Rights of Survivorship or Community Property with Rights of Survivorship, Schwab will distribute assets to beneficiaries only after all named account holders have died.

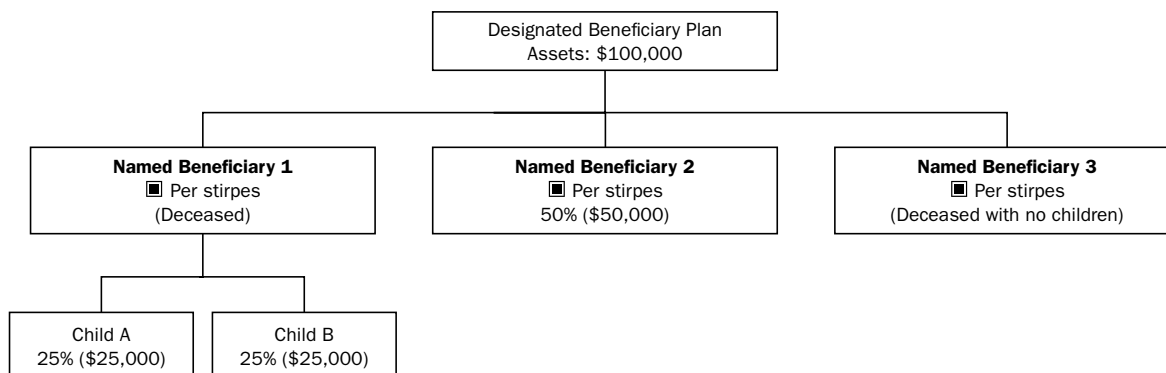
Definition of “Per Stirpes” Distribution to Beneficiary(ies)

If you indicate per stirpes distribution to your beneficiary(ies), you agree that the definition of per stirpes in this form will govern how Schwab distributes your assets. **Note that the definition of per stirpes in this form may differ from the definition of per stirpes under your state's laws and/or your will or trust.** Please carefully review the definition of per stirpes below and in the Designated Beneficiary Plan Terms of Agreement. Before completing and submitting this form to Schwab, consult an attorney if you have any questions about per stirpes.

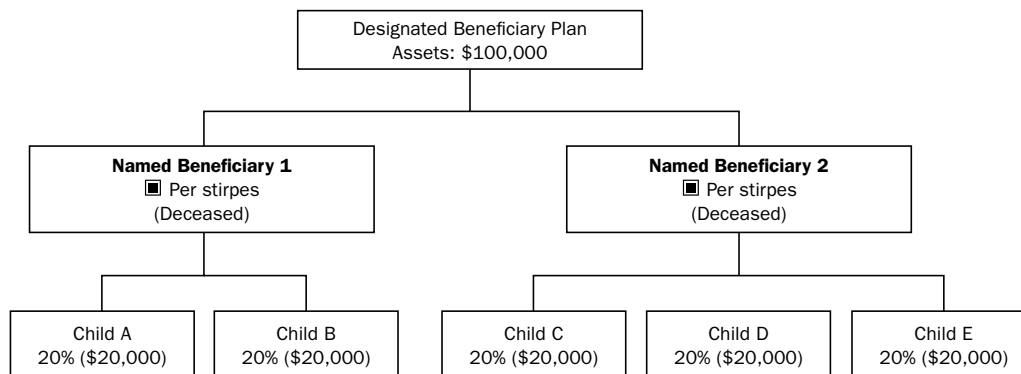
If a per stirpes beneficiary predeceases you, Schwab will distribute his or her portion to his or her living children (natural or legally adopted; stepchildren are not legally defined as descendants for these purposes), if any, in equal shares. If the predeceased beneficiary has no living children, his or her portion will be distributed to the other beneficiary(ies) (primary or contingent, as appropriate), if any, in equal shares. If all of the per stirpes beneficiaries predecease you, Schwab will distribute the assets equally among the children (natural or legally adopted) of the predeceased per stirpes beneficiaries, if any.

If you indicate per stirpes for a beneficiary, Schwab will require the Authorized Party (named in Section 4) to certify the identity of the per stirpes beneficiary(ies) prior to distributing your assets.

Example 1



Example 2



FOR CHARLES SCHWAB USE ONLY:

Branch Office and Account Number			—				—					
Investor Checking Account Number					—			—				



3. Designate Your Beneficiary(ies) (Continued)**Primary Beneficiaries**

Name (or Name of Trust and Trustees and Date of Trust)				<input type="checkbox"/> Per Stirpes*	Designated %
Home Street Address (no P.O.boxes, please)		City	State	Zip Code	
Relationship	Social Security/Tax ID Number	Date of Birth (mm/dd/yyyy)	Telephone Number		

Name (or Name of Trust and Trustees and Date of Trust)				<input type="checkbox"/> Per Stirpes*	Designated %
Home Street Address (no P.O. boxes, please)		City	State	Zip Code	
Relationship	Social Security/Tax ID Number	Date of Birth (mm/dd/yyyy)	Telephone Number		

Name (or Name of Trust and Trustees and Date of Trust)				<input type="checkbox"/> Per Stirpes*	Designated %
Home Street Address (no P.O. boxes, please)		City	State	Zip Code	
Relationship	Social Security/Tax ID Number	Date of Birth (mm/dd/yyyy)	Telephone Number		

**Total must
equal 100%**
Contingent Beneficiaries

Contingent beneficiaries will inherit assets only if there are no surviving primary beneficiaries or per stirpes heirs (if indicated) at the time of death of the last surviving account holder.

Name (or Name of Trust and Trustees and Date of Trust)				<input type="checkbox"/> Per Stirpes*	Designated %
Home Street Address (no P.O. boxes, please)		City	State	Zip Code	
Relationship	Social Security/Tax ID Number	Date of Birth (mm/dd/yyyy)	Telephone Number		

Name (or Name of Trust and Trustees and Date of Trust)				<input type="checkbox"/> Per Stirpes*	Designated %
Home Street Address (no P.O. boxes, please)		City	State	Zip Code	
Relationship	Social Security/Tax ID Number	Date of Birth (mm/dd/yyyy)	Telephone Number		

Name (or Name of Trust and Trustees and Date of Trust)				<input type="checkbox"/> Per Stirpes*	Designated %
Home Street Address (no P.O. boxes, please)		City	State	Zip Code	
Relationship	Social Security/Tax ID Number	Date of Birth (mm/dd/yyyy)	Telephone Number		

*Per stirpes is an option for individual beneficiaries only; for trusts, designate a percentage.

If you would like to list additional beneficiaries, make a photocopy of this page and attach it to this agreement.

**Total must
equal 100%**

FOR CHARLES SCHWAB USE ONLY:															
Branch Office and Account Number															
Investor Checking Account Number															



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 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 Designated Beneficiary Plan Terms of Agreement.

Name of Authorized Party (First Name) (Middle Initial) (Last Name)			Relationship to You		
Home Street Address (no P.O. boxes, please)			City		State
Email Address(es)			Zip Code		
			Telephone Number		

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 a 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. 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 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 box indicating a new High Yield Investor Checking account), I/we additionally request Schwab Bank to accept the beneficiary(ies) and/or Authorized Party 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 acknowledge that I/we have read and 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).

All account holders must sign.

Signature(s) and Date(s) Required

X Account Holder Signature	Print Name	Date
X Additional Account Holder Signature	Print Name	Date

FOR CHARLES SCHWAB USE ONLY:														
Branch Office and Account Number			—					—						
Investor Checking 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.

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 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, 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 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 heirs (if indicated) at the time of death of the last surviving account holder.

You may indicate per stirpes distribution for your beneficiary(ies) on this form. **Note that Schwab's definition of per stirpes may differ from the definition of per stirpes 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 per stirpes distribution for a beneficiary and he or she predeceases you, Schwab will distribute the predeceased beneficiary's portion to his or her living children (natural or legally adopted; step-children are not legally defined as descendants for these purposes), if any, in equal shares. If the predeceased beneficiary has no living children, his or her portion will be distributed to the other beneficiary(ies) (primary or contingent, as appropriate), if any, in equal shares. If all of the beneficiaries predecease you, Schwab will distribute the assets equally among the children of the predeceased per stirpes beneficiaries (natural or legally adopted), if any.

E. Authorized Party. If you indicate per stirpes 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 4, 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 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.

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. For per stirpes 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.

If the Schwab One® Brokerage account has an associated Schwab Global Account™ all beneficiaries must be U.S. citizens who reside in the U.S. and have a U.S. mailing address. If your

beneficiary(ies) does not meet citizenship requirements at the time of your death, Schwab may close the Schwab Global Account. When closing the account, Schwab will transfer all eligible securities to the associated Schwab One account, sell all ineligible securities in the Schwab Global Account, convert all foreign currency to U.S. dollars, and transfer the cash to the associated Schwab One account. Securities will be valued in U.S. dollars in the Schwab One account. Foreign currency transfers will be subject to exchange charges.

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 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 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.

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.

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

A. Amendment and Account Agreement. This "Designated Beneficiary Plan—Schwab Bank 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 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 independent 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 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 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 heirs (if indicated) at the time of death of the last surviving account holder.

You may indicate per stirpes distribution for your beneficiary(ies) on this form. **Note that Schwab Bank's definition of per stirpes may differ from the definition of per stirpes 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 beneficiary and he or she predeceases you, Schwab Bank will distribute the predeceased 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 the predeceased beneficiary has no living children, his or her portion will be distributed to the other beneficiary(ies) (primary or contingent, as appropriate), if any, in equal shares. If all of the beneficiaries predecease you, Schwab Bank will distribute the assets equally among the children of the predeceased per stirpes beneficiaries (natural or legally adopted), if any.

E. Authorized Party. If you indicate per stirpes 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 4, 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; (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. For per stirpes 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 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).

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 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 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.