



## Learning Quest 529 Plan Account Application

**Use this application to open a Learning Quest 529 Plan Account as a result of an Account Owner change only.**

- Non-resident aliens are not eligible to participate in this plan.
- If you are not a Kansas taxpayer, consider before investing whether your or the Designated Beneficiary's home state offers a 529 college savings plan that provides its taxpayers with state tax benefits and other benefits not available through this plan.
- Type in your information and print out the completed application, or print clearly, preferably in capital letters and black ink. Mail the application to the address below. Do not staple.
- Forms can be downloaded from our website at **[schwab.com/learningquest](http://schwab.com/learningquest)**, or you can call us to order any form — or request assistance in completing this form — at **1-888-903-3863**.
- We respect your privacy. As required by law, Schwab and/or American Century Investments® will use the information provided to verify your identity as well as to open and service your account. We will also use the information to communicate with you about your Learning Quest 529 Plan account, and, if you are a Schwab client, you may receive communications about other products and services available through Schwab. Read about Schwab's privacy policy at **[schwab.com/privacy](http://schwab.com/privacy)** and American Century Investments' privacy policy at **[americancentury.com](http://americancentury.com)**.

Return the completed application  
and any other required documents to:

**Learning Quest 529 Plan  
P. O. Box 2905  
Shawnee Mission, KS 66201-2905**

For overnight delivery or registered mail, send to:

**Learning Quest 529 Plan  
2534 Madison Ave, 3<sup>rd</sup> Floor  
Kansas City, MO 64108-2335**

### 1. Account type

Select one of the Account types below.

- ☐ **Individual Account.** The person who establishes and controls the Account.
- ☐ **Joint Tenant Account.** Joint Tenant will be established as Joint Tenants with rights of survivorship. The first Account Owner's name and Social Security number will be used for IRS reporting purposes unless you give alternate instructions.
- ☐ **Minor Account.** A Responsible Individual is required when the Account Owner is a minor. This generally occurs when an Account is opened with the proceeds from an Education Savings Account (ESA) account. The Responsible Individual is the person who can transact on the Account until the minor reaches the age of majority in his or her state of residence. *(To establish a minor as the Account Owner, enter the minor's information in **Section 2a** and then enter a Responsible Individual's information in **Section 4**.)*
- ☐ **UGMA/UTMA Account.** I am funding this Account with assets held in an UGMA/UTMA custodial account for the benefit of the Designated Beneficiary indicated in **Section 3** of this **Account Application**. I understand that I will transact on behalf of the minor until he or she reaches the age of majority under the Account. The Designated Beneficiary, who is the minor, cannot be changed.
- ☐ ☐ Indicate the state *(please abbreviate)* in which the UGMA/UTMA custodial account was opened.
- ☐ **Trust Account.** I am opening this Account as a Trust. *(Please enclose supporting documents substantiating the status of the Trust and the authorization of the establishment of the authorized signer. We may also request additional information from you. Please see **Section 2c** for instructions on documentation.)*

**Note:** Accounts established under the Learning Quest 529 Plan and their earnings are neither insured nor guaranteed by the State of Kansas, the Kansas State Treasurer, American Century Investments or Charles Schwab & Co., Inc. Accounts established under the Learning Quest 529 Plan are domiciled at American Century Investments and not Schwab.

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\* SCHWAB LEARNING QUEST ENROLL \*

**2. Account Owner information** *(The Account Owner is the person, persons, or Trust who owns the Account.)*

- If establishing a Joint Tenant Account, complete **Section 2a** and **Section 2b**. If the Account Owner is a Trust, only complete **Section 2c**. If establishing an UGMA/UTMA account, the custodian is considered the Account Owner. Statements will be sent to the Account Owner's address unless the account owner is a minor. Statements will then be sent to the Responsible Individual's address.

**A. Individual Account Owner.**

Individual Account Owner Legal Name *(first, middle initial, last)*


Social Security Number

Birth Date *(mm/dd/yyyy)*
**Citizenship:** ☐ U.S. Citizen ☐ U.S. Resident Alien

Citizenship *(If other than U.S. citizen, please indicate country of citizenship.)*


Daytime Telephone Number

Cellular Telephone Number

Email Address

Home/Legal Address *(No P.O. or private mailboxes permitted.)*


City

State

Zip Code

Mailing Address if different from above *(P.O. boxes may be used.)*


City

State

Zip Code

**Employer information.**
**Check one.** ☐ Employed ☐ Self-employed ☐ Retired ☐ Student ☐ Homemaker ☐ Not employed

Employer

Occupation/Position

Business Street Address

City

State

Zip Code

**Provide the following information required by securities industry regulations.****Note:** If your Account is managed by an Independent Investment Advisor and enrolled in Schwab Institutional®, do **not** complete this section.**Investment Experience:**
☐ None ☐ Limited ☐ Good ☐ Extensive
**Annual Income:**
☐ Under \$15,000 ☐ \$15,000–\$24,999 ☐ \$25,000–\$49,999 ☐ \$50,000–\$99,999 ☐ \$100,000 or more
**Liquid Net Worth:**
☐ Under \$25,000 ☐ \$25,000–\$49,999 ☐ \$50,000–\$99,999 ☐ \$100,000–\$249,999

☐ \$250,000 or more, specify:

**B. Joint Account Owner information.** (We will use the Individual Account Owner name and Social Security number listed above for IRS reporting purposes.)

[illegible]

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**Citizenship:** ☐ U.S. Citizen ☐ U.S. Resident Alien

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☐ Check if Joint Account Owner address is the same as the Individual Account Owner's, otherwise complete the following:

[illegible][illegible]

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Zip Code

**Check one.** ☐ Employed ☐ Self-employed ☐ Retired ☐ Student ☐ Homemaker ☐ Not employed

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_ — \_\_\_\_\_

Zip Code

**Note:** If your Account is managed by an Independent Investment Advisor and enrolled in Schwab Institutional®, do **not** complete this section.

☐ None      ☐ Limited      ☐ Good      ☐ Extensive

☐ None

 Limited

☐ Good

☐ Extensive

☐ Under \$15,000    ☐ \$15,000–\$24,999    ☐ \$25,000–\$49,999    ☐ \$50,000–\$99,999    ☐ \$100,000 or more

☐ Under \$15,000☐ \$15,000–\$24,999☐ \$25,000–\$49,999☐ \$50,000–\$99,999☐ \$100,000 or more

☐ Under \$25,000      ☐ \$25,000–\$49,999      ☐ \$50,000–\$99,999      ☐ \$100,000–\$249,999

☐ Under \$25,000☐ \$25,000–\$49,999☐ \$50,000–\$99,999☐ \$100,000–\$249,999☐ \$250,000 or more, specify:

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### C. Trust Account Owner

Zip Code

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Birth Date (mm/dd/yyyy)

Zip Code

☐ None      ☐ Limited      ☐ Good      ☐ Extensive

**Account Owner information** *(Continued)*
Trustee Name *(first, middle initial, last)*

—   —

Social Security Number

—   —

Birth Date *(mm/dd/yyyy)***Employer information.**

**Check one.** ☐ Employed ☐ Self-employed ☐ Retired ☐ Student ☐ Homemaker ☐ Not employed

Employer

Occupation/Position

Business Street Address

City

State

 — 

Zip Code

**Investment Experience:**

☐ None ☐ Limited ☐ Good ☐ Extensive

**3. Designated Beneficiary information** *(The person whose qualified higher education expenses will be paid from the Account.)*
Designated Beneficiary Legal Name *(first, middle initial, last)*

—   —

Social Security Number

—   —

Birth Date *(mm/dd/yyyy)*

**Citizenship:** ☐ U.S. Citizen ☐ U.S. Resident Alien

Citizenship *(If other than U.S. citizen, please indicate country of citizenship.)*

—    —

Daytime Telephone Number

—    —

Cellular Telephone Number

☐ Check if Designated Beneficiary's address is the same as the Account Owner's, otherwise complete the following:

Home/Legal Address *(No P.O. or private mailboxes permitted.)*

City

 

State

—

Zip Code

**Relationship to Account Owner:** ☐ Spouse ☐ Child ☐ Grandchild ☐ Relative ☐ Other

#### 4. Responsible Individual information *(Complete this section if the Account Owner in Section 2a is a minor.)*

- A Responsible Individual is required when the Account Owner is a minor. The Responsible Individual is the person who can transact on the Account until the minor reaches the age of majority in his or her state of residence. The Responsible Individual's address will be used as the Account's address of record for all Account mailings.

Responsible Individual Legal Name *(first, middle initial, last)*

—   —

Social Security Number

—   —

Birth Date (mm/dd/yyyy)

**Citizenship:** ☐ U.S. Citizen ☐ U.S. Resident Alien

Citizenship *(If other than U.S. citizen, please indicate country of citizenship.)*

—    —

Daytime Telephone Number

—    —

Cellular Telephone Number

Home/Legal Address *(No P.O. or private mailboxes permitted.)*

City

State

—

Zip Code

Mailing Address *(P.O. boxes may be used.)*

City

State

—

Zip Code

**Relationship to Account Owner:** ☐ Parent ☐ Relative ☐ Other

##### Employer information.

**Check one.** ☐ Employed ☐ Self-employed ☐ Retired ☐ Student ☐ Homemaker ☐ Not employed

Employer

Occupation/Position

Business Street Address

City

State

—

Zip Code

**Investment Experience:** ☐ None ☐ Limited ☐ Good ☐ Extensive

**5. Successor Account Owner/Responsible Individual information** *(Optional, but recommended.)*

- Complete this section to name a Successor Account Owner in the event of the death of all the Account Owners or Successor Responsible Individual in the event of the death of the Responsible Individual.
- You may revoke or change the Successor Account Owner/Responsible Individual at any time. See the Learning Quest Plan Guide and Participation Agreement for more information.

























Successor Account Owner/Responsible Individual Legal Name *(first, middle initial, last)*

















Social Security Number or Taxpayer Identification Number
















Birth Date/Trust Date *(mm/dd/yyyy)*
**Citizenship:** ☐ U.S. Citizen ☐ U.S. Resident Alien
















Citizenship *(If other than U.S. citizen, please indicate country of citizenship.)*

















Daytime Telephone Number

















Cellular Telephone Number

























Home/Legal Address *(no P.O. or private mailboxes permitted)*


























City



State

















Zip Code

**Relationship to Account Owner:** ☐ Parent ☐ Relative ☐ Other
**Employer information.**
**Check one.** ☐ Employed ☐ Self-employed ☐ Retired ☐ Student ☐ Homemaker ☐ Not employed


























Employer


























Occupation/Position


























Business Street Address


























City



State

















Zip Code

**6. Financial Professional information (Optional)**

- This section should be completed by an Investment Advisor.

**Investment Advisor Information.**


Advisor Firm Name

Investment Advisor Name (first, middle initial, last)

Master Account Number

Telephone Number

Advisor Firm Address

City

State

Zip Code

**7. Overall investment objective**
☐

Capital Preservation

☐

Income

☐

Growth

☐

Speculation

**8. Select your Learning Quest 529 Plan portfolio**

- Select one option from the Age-Based Track **OR** a Static Portfolio below.
- For more information on the investment options, see the Learning Quest Plan Guide and Participation Agreement.
- Your initial and subsequent contributions will be invested in the portfolio you select.

**Age-Based Track:**

You can choose from three risk tracks based on your investment objectives, risk tolerance and age of the Designated Beneficiary. The track you select will automatically move into more conservative holdings as the Designated Beneficiary approaches age 18. Your assets will move into the short-term portfolio when the Designated Beneficiary reaches age 18.

**Static Portfolio:**

You can choose from eight portfolios depending on your investment objectives, risk tolerance and time horizon. Each portfolio is reallocated annually to maintain its target asset allocation, and contributions stay in the portfolio you choose until you change your portfolio selection or until the account is closed.

**Age-Based Track****OR****Static Portfolios**
☐

Aggressive

☐

Money Market

☐

Moderate

☐

100% Equity

☐

Conservative

☐

Very Aggressive

☐

Aggressive

☐

Moderate

☐

Conservative

☐

Very Conservative

☐

Short-Term



## 9. Fund your Learning Quest 529 Plan Account

- You will need to meet one of the minimum amounts below with your initial investment.
- A minimum \$500 (\$100 for Kansas residents) investment is required, or \$50 per month (\$25 per month for Kansas residents) if you establish an Automatic Investment Plan or Payroll Direct Deposit from your paycheck.

**Source of funds** (Check all that apply.)

A. ☐ **Personal check.**

**Important:** All checks must be payable to **Learning Quest 529 Plan.**

[illegible]

Amount

B. ☐ **Schwab One or Schwab brokerage account.** Move money out of your Schwab One or Schwab brokerage account to fund your Learning Quest 529 Plan Account. Provide your Schwab One or Schwab brokerage account number below.

[illegible]

Amount

-

Schwab Account Number

C. ☐ **Electronic Fund Transfer (EFT).** Through EFT, you can make a contribution whenever you want by transferring money from your bank account. We will keep your bank instructions on file for future EFT contributions. To set this up, you must provide bank information in **Section 9e**. The maximum contribution through a one-time EFT is \$130,000. *(The amount below will be a one-time EFT contribution to open your Account.)*

\$    ,   .

Amount

D. ☐ **Automatic Investment Plan (AIP).** Initiate automatic investments from your bank or Schwab One account, or your account at another financial institution, into your Learning Quest 529 Plan Account.

**Important:** To set up this option, you must provide Financial Institution information in **Section 9e**.

**Amount of Debit:**

\$  ,  .

Amount (\$50 minimum, or \$25 if a Kansas resident)

**Frequency** (Check one.):

☐ Monthly☐ Quarterly☐ Semi-Annual☐ Annual**Start Date:\***
$$\square\square - \square\square - \square\square\square\square$$

Date (mm/dd/yyyy)

\* Your instructions must be received at least 3 business days prior to the indicated start date; otherwise, debits from your bank account will begin the following month on the day specified. If a date is not specified, the investment will be made on the 15th of the month. If the date you select falls on a weekend or a holiday, the investment will be made the next business day. The frequency is based on start date, not calendar year.

☐ **Annual Increase.** You may increase your AIP contribution automatically on an annual basis. Your contribution will be adjusted each year in the month that you specify by the amount indicated.

**Note:** A plan of regular investment cannot assure a profit or protect against a loss in a declining market.

Amount of increase: \$  ,    .  

Month:\*\*

--	--	--	--	--	--	--	--	--

**\*\*** The month in which your AIP contribution will be increased. The first increase will occur at the first instance of the month selected. Annual AIP increases are subject to the general contribution limits of the Learning Quest 529 Plan and will also count toward annual federal gift tax exclusion limits.

- E. ☐ **Bank information.** Required to establish bank services. If you select either **Section 9c** or **Section 9d**, and bank information in **Section 9e** is blank, we will use the bank account on your investment check.

☐ **Important:** Please check the box to confirm that your ACH transactions will not involve a bank or other financial services company, including any branch or office thereof, located outside the territorial jurisdiction of the United States.

Bank Name

**Bank Account Registration.**


Name (first, middle initial, last)

Name (first, middle initial, last)

Bank Routing Number

Bank Account Number

Account Type: ☐ ☐  
(Check One.) Checking Savings

**Note:** At least one of the Account Owners must be listed on the bank account registration above. The routing number is usually located in the bottom left corner of your checks. You can also ask your bank for the routing number.

- F. ☐ **Rollover from another 529 plan, or an ESA to the Learning Quest 529 Plan.** By law, rollovers between 529 plans with the same Designated Beneficiary are permitted only once every 12 months. If you are including a check with this application, you will need to provide a statement from the prior provider that reflects the amount of earnings and contributions represented by the rollover; otherwise, the entire amount will be considered earnings. See the Learning Quest 529 Plan Guide and Participation Agreement for more information. If you are not including a check with this application, complete and include with this application a **Learning Quest 529 Plan Rollover Request Form**, available online at [schwab.com/learningquest](http://schwab.com/learningquest) or by calling 1-888-903-3863.

**Note:** If rolling over from an ESA, the Beneficiary must be named as the Account Owner (*in Section 2*) and the Designated Beneficiary (*in Section 3*) on this application. A Responsible Individual must be named for the Account (*in Section 4*) if the Designated Beneficiary is a minor. The Designated Beneficiary/Account Owner may not be changed on the Account. When the minor reaches the age of majority, the minor may have full control of the Account.

**Move money out of your Schwab Education Savings Account to fund your Learning Quest 529 Plan account. Provide your ESA account number below.**

\$

Amount

—

Schwab Account Number

- G. ☐ **Payroll Direct Deposit.** If you want to make contributions to your Learning Quest 529 Plan Account directly as a Payroll Direct Deposit, you must contact your employer's payroll office to verify that you can participate. Payroll Direct Deposit contributions will not be made to your Learning Quest 529 Plan Account until you have received a **Payroll Direct Deposit Confirmation Form** from the Learning Quest 529 Plan, provided your signature and Social Security number on the Form, and submitted the Form to your employer's payroll office. The amount you indicate below will be in addition to Payroll Direct Deposits that you may have previously established for other Learning Quest 529 Plan Accounts.

Amount of Payroll Direct Deposit each pay period: \$

By signing this Application, I acknowledge that I have received and read a copy of the Learning Quest 529 Plan Guide and Participation Agreement and the attached Application Agreement, which contains a predispute arbitration provision. I acknowledge that my signature signifies and constitutes my agreement that this Account and my relationship with Schwab and American Century will be governed by the Learning Quest 529 Plan Guide and Participation Agreement and the Application Agreement each as amended from time to time.

By signing below, you acknowledge that by investing in a 529 college savings plan outside the state in which you pay taxes, you may lose any tax benefits offered by your own state's plan.

**(1) The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and**

**(2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and**

**Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.**

**The IRS does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.**

SIGNATURE \_\_\_\_\_

$$\square\square - \square\square - \square\square\square\square$$

Date (mm/dd/yyyy)

SIGNATURE \_\_\_\_\_

$$\square\square - \square\square - \square\square\square\square$$

Date (mm/dd/yyyy)

SIGNATURE

$$\boxed{\phantom{0}}\boxed{\phantom{0}} - \boxed{\phantom{0}}\boxed{\phantom{0}} - \boxed{\phantom{0}}\boxed{\phantom{0}}\boxed{\phantom{0}}\boxed{\phantom{0}}$$

Date (mm/dd/yyyy)

SIGNATURE \_\_\_\_\_

$$\boxed{\phantom{00}}\boxed{\phantom{00}} - \boxed{\phantom{00}}\boxed{\phantom{00}} - \boxed{\phantom{00}}\boxed{\phantom{00}}\boxed{\phantom{00}}\boxed{\phantom{00}}$$

Date (mm/dd/yyyy)

[illegible]

Financial Consultant Name (first, middle initial, last)

FC Beta ID

Branch Name

Branch Code

## 11. Learning Quest 529 Plan Account Application Agreement

### Section 1: Scope of Agreement.

Please sign exactly as your name appears in the Account Owner Information section. If the Account Owner is a minor, the Responsible Individual must sign in **Section 10**.

- I authorize American Century Services, LLC (American Century Investments®) and its agent to open a Learning Quest 529 Plan account in the name of the Account Owner.
- I understand that if I open a Learning Quest 529 Plan Account, it will be an account with American Century Investments and not Schwab. I, or my Investment Advisor if I have one: (i) am responsible for determining the nature, potential value and suitability for me of any particular track, investment strategy, transaction or security; (ii) have an affirmative duty to monitor profits and losses in my account; and (iii) will rely on multiple sources of information in making investment decisions for my account, and any information Schwab will provide will not serve as the sole basis for any investment decision I make or have made on my behalf. Schwab will not act as an investment advisor to me and, unless Schwab agrees otherwise in writing, will act only as a broker-dealer to me with respect to my account(s) custodied at Schwab.
- I acknowledge that I have received and read the Learning Quest 529 Plan Guide and Participation Agreement and this application, and agree to be bound by their terms and all amendments. I am of legal age.
- I authorize American Century, its agents and Schwab to act upon my instructions for the services I have selected on this form.
- In consideration of American Century and Schwab providing the online services and those established on this form, the undersigned agrees to defend, hold harmless and indemnify American Century and its officers, agents, employees, affiliates and successors; the Kansas State Treasurer; the State of Kansas; and Schwab from all losses, claims, expenses and liabilities that any of them may suffer arising from, or as a result of, American Century's and Schwab's acceptance of transaction instructions through these services.
- I acknowledge and agree that American Century, its agents and Schwab may share the personal information about the Designated Beneficiary and me that I provide in this application and other account related documents. American Century and Schwab will share this information to open my account, to process my transactions and to provide service for my account.
- I understand that accounts established under the Learning Quest 529 Plan are domiciled at American Century and not Schwab. The earnings from those accounts are neither insured nor guaranteed by the State of Kansas, the Kansas State Treasurer, American Century Investments or Charles Schwab & Co., Inc.
- I acknowledge that Schwab and American Century and its agents shall not be responsible in any way for determining the appropriateness of contributions; the amount, character, timing, purpose or propriety of any distribution or withdrawal;

or any other action or non-action taken at the Account Owner's request. The Account Owner and Designated Beneficiary shall at all times fully indemnify and hold harmless Schwab, its successors and assigns from and against any and all liability, loss, damage or expense, including attorneys' fees, which may arise in connection with the Learning Quest 529 Plan, except liability arising from the negligence or willful misconduct of Schwab.

- I understand that the Program will not accept any contribution in excess of the Maximum Account Balance of all Kansas 529 Plan accounts.

### Section 2: 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.
- 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.**

## Learning Quest 529 Plan Account Application Agreement *(Continued)*

### Section 3: 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, including any controversy over the arbitrability of a dispute, will be settled by arbitration.

This predispute arbitration requirement is not applicable to American Century and the State of Kansas. For purposes of this predispute arbitration agreement, neither American Century nor the State of Kansas shall be deemed an agent of Schwab.

This arbitration agreement will be binding upon and inure to the benefit of the parties hereto and their respective representatives, attorneys-in-fact, 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.

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.

### Section 4: Business Continuity Program.

Schwab has a comprehensive business continuity program in place to address the possibility of service disruptions, which is reviewed, updated and tested on a regular basis. Schwab's business continuity plan is available at [www.schwab.com](http://www.schwab.com).

### Section 5: 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.

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