

4. Select your Investment Portfolio *(Check only one.)*

- Before choosing your Investment Portfolios, see the Guide *(available at [schwab.com/forms](https://www.schwab.com/forms))* for complete information about the Investment Portfolios offered.

a. I want to **keep the same Portfolios** for my new Designated Beneficiary.

Note: If you are invested in an Age-Based Track and the new Designated Beneficiary is in a different age bracket than the former Designated Beneficiary, your Portfolio may change.

b. I want to **establish a new Portfolio** as listed below.

Age-Based Track:

You can choose from three risk tracks based on your investment objectives and risk tolerance. As your beneficiary gets older your assets will move to a progressively more conservative portfolio.

Static Portfolio:

You can choose from nine 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 portfolios you choose until you change your portfolio selection or until the account is closed.

Select from the Age-Based Tracks and Static Portfolios below.

Age-Based Tracks

- | | |
|---------------------------------------|--|
| <input type="checkbox"/> Aggressive | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> % |
| <input type="checkbox"/> Moderate | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> % |
| <input type="checkbox"/> Conservative | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> % |

Static Portfolios

- | | |
|--|--|
| <input type="checkbox"/> 100% Equity | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> % |
| <input type="checkbox"/> 90% Equity | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> % |
| <input type="checkbox"/> 70% Equity | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> % |
| <input type="checkbox"/> 60% Equity | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> % |
| <input type="checkbox"/> 50% Equity | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> % |
| <input type="checkbox"/> 30% Equity | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> % |
| <input type="checkbox"/> 20% Equity | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> % |
| <input type="checkbox"/> Short-Term | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> % |
| <input type="checkbox"/> Cash and Cash Equivalents | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> % |
| | 1 0 0 % |

5. Financial Professional Information *(Optional)*

If you have previously appointed a Financial Professional to act on your behalf, the authorization will be carried over to the account for the new Designated Beneficiary **unless** you check the box below.

Do **not** apply the Financial Professional information to the new account.

- You may change your Financial Professional at any time by completing a Financial Professional Authorization form, available at **schwab.com/529** or by calling **1-888-903-3863**.

6. Successor Account Owner/Responsible Individual information *(Optional)*

I want to have the same Successor Account Owner/Responsible Individual for the new Designated Beneficiary.

- The Successor Account Owner/Responsible Individual will take over control of the Account in the event of your death.
- To change an existing Successor Account Owner, please go online at **schwab.com** or call **1-888-903-3863**.
- You may revoke or change the Successor Account Owner/Responsible Individual at anytime. See the Guide for more information.

7. Recurring Contributions *(Optional)*

I would like to continue my existing recurring contributions for the new Designated Beneficiary.

Through recurring contributions, you can have funds transferred electronically—on a regular basis—from your bank account to your Learning Quest 529 Plan Account. You may add, change, or delete bank information, or change the investment amount and frequency at any time at **schwab.com** or call **1-888-903-3863**.

8. Authorization — YOU MUST SIGN BELOW

By signing this **Designated Beneficiary Change Form**, I acknowledge that I have received and read a copy of the Guide and the attached Account 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 Guide and the Account Agreement each as amended from time to time.

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

Under penalties of perjury, I certify that:

(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

(3) I am a U.S. person (including a U.S. resident alien).

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.

NOTE THAT SECTION 3 ON PAGE 6 OF THE ATTACHED ACCOUNT AGREEMENT CONTAINS A PREDISPUTE ARBITRATION AGREEMENT.

SIGNATURE

Signature of Account Owner/Responsible Individual/Trustee(s)

□□ — □□ — □□□□

Date (mm/dd/yyyy)

SIGNATURE

Signature of Joint Account Owner

□□ — □□ — □□□□

Date (mm/dd/yyyy)

SIGNATURE

Signature of Authorized Signer/Title (if applicable)

□□ — □□ — □□□□

Date (mm/dd/yyyy)

SIGNATURE

Signature of Authorized Signer/Title (if applicable)

□□ — □□ — □□□□

Date (mm/dd/yyyy)

8. Learning Quest 529 Plan Account 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 7**.

- 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, 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 form, 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 form 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 unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 20 days prior to the first scheduled hearing date.**
- **The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.**
- **The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.**
- **The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this Agreement.**

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

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

Learning Quest 529 Plan Account Agreement *(Continued)*

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.

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 ("Related Third Parties"), including any controversy over the arbitrability of a dispute, will be settled by arbitration.

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

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

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

In the event of financial hardship, the arbitration forum may waive certain costs in accordance with such rules. At the conclusion of the hearing, the arbitrators will decide how to assess the costs of the arbitration among the parties.

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

For FINRA arbitrations, FINRA will appoint a single public arbitrator in customer cases decided by one arbitrator. In customer cases decided by three arbitrators, investors have the option of choosing an arbitration panel with two public arbitrators and one non-public arbitrator (Majority-Public Panel Rule) or a panel of all public arbitrators (Optional All-Public Panel Rule). If the customer declines to elect a panel selection method in writing by the applicable deadline, the Majority-Public Panel Rule for selecting arbitrators will apply.

All notices from one party to the other involving arbitration shall be considered to have been fully given when so served, mailed by first-class, certified or registered mail, or otherwise given by other commercially accepted medium of written notification.

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

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

Waiver of Class Action or Representative Action.

Neither you nor Schwab shall be entitled to arbitrate any claims as a class action or representative action.

Learning Quest 529 Plan Account Agreement *(Continued)*

You and Schwab agree that any actions between us and/or Related Third Parties shall be brought solely in our individual capacities. You and Schwab hereby waive any right to bring a class action, or any type of representative action against each other or any Related Third Parties in court. You and Schwab waive any right to participate as a class member, or in any other capacity, in any class action or representative action brought by any other person, entity or agency against Schwab or you.

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.

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 or **1.202.371.8300**.