



Qualified Retirement Plan (QRP)/Individual 401(k) Beneficiary Designation Form

Page 1 of 8

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

Plan Administrator

- Before providing this form to the Participant, complete Section 1.
- Return this form to Schwab.

Participant

- Be sure to review and sign **both** the "Qualified Pre-Retirement Survivor Annuity Disclosure and Waiver Election" (if applicable) **and** "Consent of Spouse" sections if your spouse is not the sole primary beneficiary. Review and sign the "Qualified Pre-Retirement Survivor Annuity Disclosure and Waiver Election" (if applicable) if your spouse is the sole primary beneficiary and you would like to waive the annuity requirement.

1. Account Information

Name *First* _____ *Middle* _____ *Last* _____ *Suffix* _____

Marital Status : ☐ Single ☐ Married

Social Security Number/Tax ID Number _____

Daytime Telephone Number _____

Type of Request (*select one*)

- ☐ Initial beneficiary designation
- ☐ Change of beneficiary designation

Plan Type (*select one*)

If your employer has multiple plans and you would like to add or change beneficiary designation, a separate form must be completed for each plan.

- ☐ Profit Sharing Plan. Account Number _____
- ☐ Money Purchase Pension Plan. Account Number _____
- ☐ Individual 401(k) Plan. Account Number _____
- ☐ Roth Individual 401(k) Plan. Account Number _____

2. Qualified Pre-Retirement Survivor Annuity Disclosure and Waiver Election

Required only if you are married and the Plan Administrator checks this box. ☐ Plan offers annuities as the normal form of benefits.

Qualified Pre-Retirement Survivor Annuity Disclosure

If you are married, you and your spouse have an important decision to make about how the Plan will pay out your account balance if you die before receiving it.

If you do nothing and die before receiving your account balance, the Plan Administrator must use your entire account balance to purchase an annuity contract from an insurance company. The annuity will pay your spouse the same amount each month for his or her lifetime. The specific amount depends on your account balance, your spouse's age, and on market factors such as interest rates and insurance company commission schedules.

If you do not want an annuity contract purchased, you and your spouse must sign and date the waiver election signature blocks below. You may revoke your waiver at any time.

If you are under age 35, you may waive the Qualified Pre-Retirement Survivor Annuity with your spouse's consent, but your waiver expires on the first day of the plan year in which you reach age 35. You may waive the Qualified Pre-Retirement Survivor Annuity again at that time, if you and your spouse consent.

Waiver Election

As a married Participant in my Employer's retirement plan, I acknowledge that I have read the Qualified Pre-Retirement Survivor Annuity Disclosure. I understand that when I die, any amount remaining in my Plan account will be paid to my surviving spouse in the form of a Pre-Retirement Survivor Annuity. I understand that I have the right to waive this form of payment. I hereby elect to waive the Qualified Pre-Retirement Survivor Annuity. I understand and agree that this waiver is valid only if my spouse has consented by reading and signing the waiver below.

Participant Signature for Qualified Pre-Retirement Survivor Annuity Waiver Election

Signature and Date Required

X

Signature: Participant

Today's Date (mm/dd/yyyy)

Print Name

To the Participant's Spouse: Unless you voluntarily consent to your spouse's waiver of the Qualified Pre-Retirement Survivor Annuity, if your spouse dies before beginning to receive his or her account balance under this Plan, you will receive Plan benefits in the form of an insurance company contract (annuity contract) providing for monthly payments during your lifetime. Once you give your consent to waive the Qualified Pre-Retirement Survivor Annuity, you cannot revoke it without your spouse's concurrence.

I am the spouse of the Participant named above. I have read the Qualified Pre-Retirement Survivor Annuity Disclosure above. I hereby consent to my spouse's election not to have benefits remaining in his or her Plan paid to me in the form of a Qualified Pre-Retirement Survivor Annuity at his or her death. I understand that my consent cannot be revoked unless my spouse revokes the above waiver.

Spouse Signature for Qualified Pre-Retirement Survivor Annuity Waiver Election

Signature and Date Required

X

Signature: Spouse

Today's Date (mm/dd/yyyy)

Print Name

3. Beneficiary Instructions and Important Information

In the event of my death, pay the full value of my account (in equal proportions, in the case of multiple beneficiaries, unless I indicate otherwise) to the Primary Beneficiary(ies) as designated below. I understand that if a Primary Beneficiary passes away before me, the remaining portion will be divided proportionately among any surviving Primary Beneficiaries in the manner provided in the Charles Schwab & Co., Inc. Qualified Retirement Plan. If no Primary Beneficiary survives me, pay the full value of my account (in equal proportions, in the case of multiple beneficiaries, unless I indicate otherwise) to the Contingent Beneficiary(ies) as designated below. I understand that if a Contingent Beneficiary passes away before me, the remaining portion will be divided proportionately among any surviving Contingent Beneficiaries in the manner provided in the Charles Schwab & Co., Inc. Qualified Retirement Plan. Any beneficiary who does not survive me by 120 hours will be considered to have passed away before me. If no designated beneficiary survives, or if Charles Schwab & Co., Inc. (the custodian) cannot locate the beneficiary, the custodian will distribute the benefits to my spouse, if living; or, if my spouse isn't alive, to my estate.

I understand that I may change or revoke this designation at any time by completing a new Beneficiary Form with Schwab during my lifetime. It will become effective when Schwab receives it. If I am married, any change to this designation will revoke my spouse's consent to it.

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

If no box is checked in the Participant Information section under Marital Status, my status is assumed to be "Single." If I am married, my Plan requires that I designate my spouse as the Primary Beneficiary. To name a Primary Beneficiary other than my spouse or in addition to my spouse, my spouse must sign the Consent of Spouse section of this form. My spouse's consent must be witnessed by a notary public or the Plan Administrator.

4. Information About Beneficiary Designations

Primary and Contingent Beneficiaries

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

Per stirpes and per capita are defined below.

Please note the following:

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

Definition of Per Stirpes Distribution

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

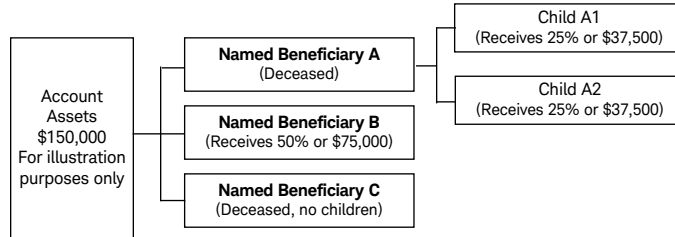
Definition of Per Capita Distribution

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

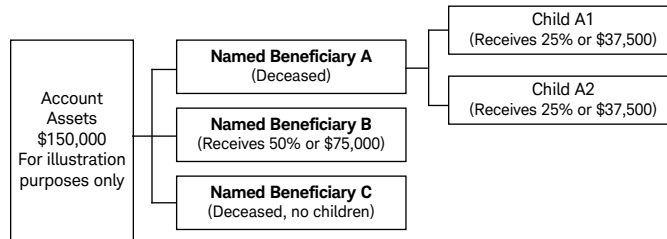
Example 1

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

Example 1A – Per Stirpes



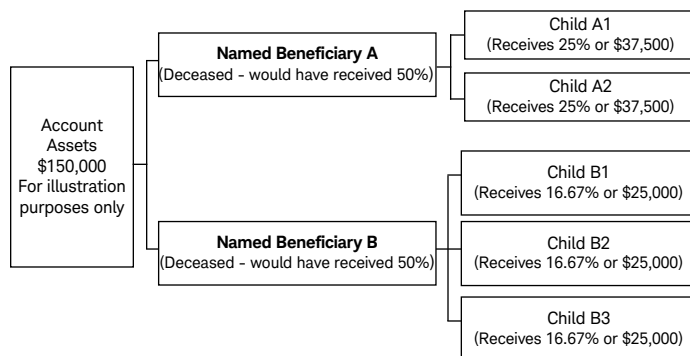
Example 1B – Per Capita



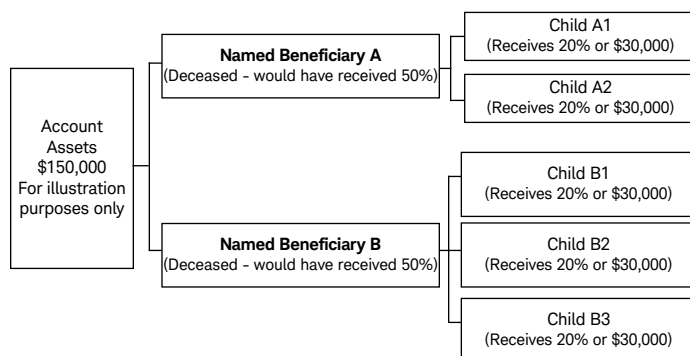
Example 2

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

Example 2A – Per Stirpes



Example 2B – Per Capita



5. Beneficiary Designations

Selection of Per Stirpes or Per Capita Distribution–OPTIONAL

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

☐ Per Stirpes ☐ Per Capita

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

Please note:

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

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

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

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

Beneficiary 1

Type of Beneficiary

☐ Primary ☐ Contingent _____ % Per Stirpes/Per Capita Distribution ☐ Yes ☐ No
Portion

Name *First* _____ *Middle* _____ *Last* _____ *Suffix* _____

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

Relationship (Select only one.) ☐ Spouse ☐ Child ☐ Grandchild ☐ Parent
☐ Sibling ☐ Other Individual ☐ Trust ☐ Organization ☐ Estate

Social Security/Tax ID Number _____ Date of Birth/Trust Date (mm/dd/yyyy) _____

Mailing Address

City _____ State or Province _____ Zip or Postal Code _____ Country _____

Telephone Number _____ Email Address _____

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

☐ USA ☐ Other: _____

Country of Legal Residence (Select only one.)

☐ USA ☐ Other: _____

Beneficiary 2

Type of Beneficiary

☐ Primary ☐ Contingent _____ % Per Stirpes/Per Capita Distribution ☐ Yes ☐ No
Portion

Name *First* _____ *Middle* _____ *Last* _____ *Suffix* _____

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

Relationship (Select only one.) ☐ Spouse ☐ Child ☐ Grandchild ☐ Parent
☐ Sibling ☐ Other Individual ☐ Trust ☐ Organization ☐ Estate

Social Security/Tax ID Number _____ Date of Birth/Trust Date (mm/dd/yyyy) _____

Mailing Address

City _____ State or Province _____ Zip or Postal Code _____ Country _____

Telephone Number _____ Email Address _____

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

☐ USA ☐ Other: _____

Country of Legal Residence (Select only one.)

☐ USA ☐ Other: _____

Beneficiary 3

Type of Beneficiary

☐ Primary ☐ Contingent _____ % Per Stirpes/Per Capita Distribution ☐ Yes ☐ No
Portion

Name *First* _____ *Middle* _____ *Last* _____ *Suffix* _____

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

Relationship (Select only one.) ☐ Spouse ☐ Child ☐ Grandchild ☐ Parent
☐ Sibling ☐ Other Individual ☐ Trust ☐ Organization ☐ Estate

Social Security/Tax ID Number _____ Date of Birth/Trust Date (mm/dd/yyyy) _____

Mailing Address

City _____ State or Province _____ Zip or Postal Code _____ Country _____

Telephone Number _____ Email Address _____

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

☐ USA ☐ Other: _____

Country of Legal Residence (Select only one.)

☐ USA ☐ Other: _____

Beneficiary 4

Type of Beneficiary

☐ Primary ☐ Contingent _____ % Per Stirpes/Per Capita Distribution ☐ Yes ☐ No
Portion

Name *First* _____ *Middle* _____ *Last* _____ *Suffix* _____

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

Relationship (Select only one.) ☐ Spouse ☐ Child ☐ Grandchild ☐ Parent
☐ Sibling ☐ Other Individual ☐ Trust ☐ Organization ☐ Estate

Social Security/Tax ID Number _____ Date of Birth/Trust Date (mm/dd/yyyy) _____

Mailing Address

City _____ State or Province _____ Zip or Postal Code _____ Country _____

Telephone Number _____ Email Address _____

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

☐ USA ☐ Other: _____

Country of Legal Residence (Select only one.)

☐ USA ☐ Other: _____

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

Signature and Date Required

X

Signature: Participant

Today's Date (mm/dd/yyyy)

Print Name

Consent of Spouse

I hereby consent to the beneficiary designation. I understand that if anyone other than me is designated as primary beneficiary on this form, I am waiving rights I may have to receive benefits under the Plan when my spouse dies. Note: Your signature must be witnessed by a notary public or the Plan Administrator.

Signature and Date Required

X

Signature: Spouse

Today's Date (mm/dd/yyyy)

Print Name

6. Designate an Authorized Party

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

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

Name of Authorized Party *First* *Middle* *Last* Relationship to You

Home Street Address *No P.O. Boxes* City State Zip Code

Email Address(es) Telephone Number

7. Witness of Spouse's Consent and Waiver Election

The signature of the spouse must be witnessed by a notary public or the Plan Administrator. (Witness applies to Consent of Spouse and/or Spouse Signature for Qualified Pre-Retirement Survivor Annuity Waiver Election.)

Signature for Witness

Signature and Date Required

X

Signature: Plan Administrator

Today's Date (mm/dd/yyyy)

Print Name

Notary Public Please fill out the notary box below.

Notice to CA Residents: A notary public or other officer completing this certificate verifies only the identity of the individual(s) who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

Certificate of Acknowledgment of Notary Public*

State of _____, in the County of _____, On (mm/dd/yyyy) _____,

the above-named individual(s) personally appeared before me and proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY that the foregoing paragraph is true and correct.

X

Signature: Notary

Today's Date (mm/dd/yyyy)

(NOTARY SEAL)

Print Notary Name

My Commission Expires (mm/dd/yyyy)

*If your state law permits, notaries may attach the appropriate notarizing declaration in lieu of this notarization.

8. Return Instructions

- **Upload** online with secure messaging (if you are an existing client and have online access to your Account).
 1. Go to Schwab.com and log in to your Account.
 2. Click the envelope icon to access Message Center, and then click Upload Document.
- **Fax** to 1-888-526-7252.
- **Bring** to your nearest Schwab branch (visit schwab.com/branch for locations).

Beneficiary Designation Account Terms

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

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

A. 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 form.

For example, if you name two children as primary beneficiaries and subsequently have a third child but fail to update your account, the third child will not receive distributions under this Plan unless a court orders otherwise.

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

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

If you indicate a **per capita distribution** for a named beneficiary and he or she dies before you, Schwab will distribute your named

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

B. Authorized Party.

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

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

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

If you wish to change the person you have designated as your Authorized Party, you agree to do so by completing this form in its entirety.

C. Payment on Death.

Beneficiary designations under your account will not be effective until your death. Only assets that are held in your account at Schwab can be distributed to the named beneficiaries. Transfers to a beneficiary(ies) include any interest, earnings, dividends, etc. associated with these account assets but not paid or credited before your death.

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 account to notify Schwab of the death of the account owner and to provide: (1) a completed Inherited IRA Application; and (2) a certified copy of the death certificate. Furthermore, it may be necessary to require proof of the beneficiary's date of birth or relationship to the account holder. For per stirpes and per capita distributions, the Authorized Party of the account holder will also be required to determine and verify the identity of your beneficiaries. We reserve the right, in our sole discretion, to require additional documentation, to consult counsel, and to institute legal proceedings in order to determine the proper distribution of account assets, which shall be at the expense of the account. Schwab reserves the right, but shall not be obligated, to withhold a certain portion of the proceeds payable to any beneficiary, the distribution to whom would be subject to tax under Chapter 13 (Generation-Skipping Tax) or any other provision of the Internal Revenue Code, or under applicable state laws.

Schwab has no obligation to locate or notify any beneficiary or to independently verify any information submitted either by your Authorized Party or any person claiming an interest in your account. If you indicate per stirpes or per capita distribution, you, your estate, and your successors in interest agree that Schwab is entitled to rely on the certification provided by your Authorized Party. When your assets are distributed to your beneficiaries, fractional shares that cannot be distributed in accordance with your instructions will instead be given to the beneficiary receiving the largest percentage of the account's assets or, if each beneficiary is receiving an equal percentage, to the last



beneficiary to receive proceeds from the account before it is closed. Each beneficiary will be required to open an account at Schwab or to identify an appropriate existing Schwab account to facilitate transfer of the account's assets and to execute an indemnification in the amount of the account's assets. Schwab may resolve any reasonable doubt as to the disposition of the account's assets by judicial determination, which shall be binding on all parties. All legal and other applicable expenses shall be paid from the assets of the account as permitted by state law.

D. Indemnity.

Schwab shall incur no liability for any payment made in good faith pursuant to the account. 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:

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

