



Addendum to Service Agreement: Succession Plan Notification & Indemnification Agreement

Investment Advisor ("IA") Information (This portion to be completed by IA.)

IA Firm Name *(Please print.)*

IA Master Account Number	Service Team
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IA Contact Name <i>(if follow-up is required)</i>	IA Telephone Number	IA Email Address
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Date *(mm/dd/yyyy)*

Addendum to Service Agreement

This is an Addendum to the Investment Advisor Service Agreement or such other similar Service Agreement (in either case, "Service Agreement") in effect between Charles Schwab & Co., Inc. ("Schwab") and the undersigned investment advisor firm ("Advisor"). Pursuant to the Service Agreement, Advisor acts as an investment advisor to client accounts held at Schwab ("Clients" or "Client Accounts"). To ensure continuity of service for those Client Accounts, Advisor has executed succession documentation to facilitate a transfer of the management of Client Accounts in certain circumstances ("Succession Agreement"). Advisor desires to give Schwab notice that, as provided for in the Succession Agreement, upon the occurrence of certain contingency events, the Advisor's authority to act on behalf of its Clients will be transferred to the identified successor ("Successor").

To induce Schwab to accept orders and other instructions for Client Accounts, now and when the Succession Agreement is invoked, Advisor represents and warrants to Schwab:

- The Succession Agreement described above is the only succession plan in place with respect to Client Accounts and shall remain in effect unless and until Advisor notifies Schwab in writing.
- Advisor has adequately disclosed to Clients the succession plan in the Succession Agreement as required by the Client advisory contract or applicable law or regulation. A true and correct copy of the disclosure is attached as **Schedule A**.
- Advisor has obtained or will obtain the necessary consent, acknowledgment and/or approval from Clients regarding the succession plan.
- The Succession Agreement and transfer of authority to Successor provided therein, shall only be invoked by the written instruction of one of the authorized individuals identified in **Schedule B** ("Authorized Individual").
- Advisor has obtained the necessary agreement from Successor whereby Successor agrees to accept the transfer of authority and assumes all of the rights and obligations of the Advisor, including any rights and obligations as provided for in the Service Agreement and any other agreements with Schwab.

Advisor acknowledges and agrees that Schwab will not accept instructions from Successor until Successor has been reviewed and approved by Schwab's Advisor Enrollment and until Successor has completed all documentation required by Schwab. Advisor further acknowledges and agrees that Schwab will begin the review process only after it receives written instruction from an Authorized Individual invoking the transfer of authority as provided for in the Succession Agreement.

Advisor acknowledges and agrees that Schwab has no responsibility for the provision of, and has not provided, legal or tax advice with respect to the matters described herein. Advisor further acknowledges and agrees that Schwab is not responsible for determining the suitability or enforceability of the Succession Agreement or any succession plan document. Schwab does not provide any services with respect to any advisor's succession plan.

Advisor agrees to release, indemnify and hold Schwab and its predecessors, successors, officers, directors, employees, agents, representatives, parent companies, affiliates, assigns, and attorneys harmless from and against any and all claims, judgments, taxes, fines, penalties, damages, liabilities, costs, and expenses (including but not limited to attorneys' and expert witness fees) incurred by Schwab as a result of any claim, judgment, action or proceeding arising out of or connected in any manner whatsoever or relating to the Succession Agreement including, but not limited to: (1) Schwab's reliance on this Addendum and the representations and warranties contained herein; (2) Schwab's action or inaction with respect to any instruction provided by an Authorized Individual; (3) Schwab's review and approval or rejection of Successor.

The Service Agreement contains a predispute arbitration clause, which also applies to this Addendum.

You may sign this Addendum and deliver to Schwab by mail, courier delivery or hand delivery to your Schwab Advisor Services Sales Representative. You may also deliver this Addendum to Schwab, after signature, by electronic mail or by facsimile transmission directed to your Schwab Advisor Services Sales Representative. If you deliver the Addendum to Schwab by email or facsimile, you acknowledge and agree that this Addendum and your signature below will be treated as, and are just as binding as, an original copy.

By signing below, the undersigned agrees to be bound by this Addendum, acknowledges receipt of a copy of this Addendum, and represents that he or she is a principal or officer of Advisor who is authorized to sign this Addendum on behalf of Advisor.

X

Signature of Principal **Today's Date** (mm/dd/yyyy)

Print Name **Title**

Firm Name (Please print.)

Investment Advisor Information

IA Firm Name (Please print.)

IA Master Account Number **Service Team**

Schedule B

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Advisor has executed succession documentation to facilitate a transfer of the management of Client Accounts in certain circumstances to the successor identified below. The following authorized individual(s) may invoke the succession plan by providing written notice to the Charles Schwab & Co., Inc. Service Team identified above.

Successor Name (Please print.)

Name and Title of Authorized Individual (Please print.) **Contact Information** (Please print.)

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