



# Request to Link to SchwabAlliance.com Submission Form and Linking Agreement

## Investment Advisor Firm ("Advisor") Information

Advisor Firm Name (please print): \_\_\_\_\_

Advisor Master Account Number: \_\_\_\_\_

Advisor Firm Address: \_\_\_\_\_

Advisor Contact Name: \_\_\_\_\_ Email Address: \_\_\_\_\_

Advisor Contact Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

## Instructions

- Use this form to link your firm's website to schwaballiance.com.
- To ensure that we are able to process your request, please complete and sign this Submission Form and Linking Agreement. This document requires signatures by both an Authorized Agent of the Advisor and its Chief Compliance Officer in Section 3.
- Fax or email completed form(s) to:

Fax to: 1-877-242-2772

Or email via **Service Requests** and direct message to **Technical Client Services** found within schwabadvisorcenter.com

## 1. Information for Linking Request

Please choose one:  Initial Submission  Revised Submission

Please provide the following information:

\_\_\_\_\_  
URL (site address) for your submitted prototype

\_\_\_\_\_  
Access information needed to view prototype

\_\_\_\_\_  
URL (site address) for your firm's website

\_\_\_\_\_  
Access information for Schwab's periodic review

### Please check the boxes below to confirm the following:

- I have read, agreed to, and signed the Linking Agreement included as Section 2.
- I have included access to the linking prototype created by my firm that contains all appropriate disclosure content and format requirements, including linking to the schwaballiance.com homepage.
- I confirm that the link will launch a new browser window to contain the schwaballiance.com Website.

\_\_\_\_\_  
Your Schwab Sales/Service Team Contact Name

\_\_\_\_\_  
Your Schwab Sales/Service Team Contact Phone Number



## 2. Linking Agreement

This Linking Agreement (“Agreement”) is entered into by and between Charles Schwab & Co., Inc. (“Schwab”) and the independent investment advisory firm on whose behalf this Agreement is signed below (“Advisor”).

The Schwab Alliance Website (the “Schwab Alliance Website” or schwaballiance.com) was developed for use by clients of independent investment advisory and similar firms to access account information, trading functionality and other Schwab services. The public portion of the Schwab Website (the “Schwab Public Website” or Schwab.com, and together with the Schwab Alliance Website, the “Schwab Sites”) provides general information about investing and financial matters as well as Schwab products and services. Schwab is willing to allow firms to include a “link” on their Websites to allow their clients to more easily access either or both of the Schwab Sites, provided such firm agrees to the terms and conditions set forth below. Advisor desires to include a link to either or both of the Schwab Sites on its Website.

The parties hereby agree as follows:

**1. Authority.** By signing this Agreement where indicated below, Advisor represents and warrants that it has the authority to enter into this Agreement and create binding contractual obligations on behalf of Advisor.

**2. Acceptance.** Advisor agrees and acknowledges: (i) that Advisor’s acceptance of this Agreement does not guarantee it the right to link to the Schwab Sites, (ii) that this Agreement is not effective until the date on which it has been accepted by Schwab, as evidenced by signature on behalf of Schwab in Section 3 with a copy returned to Advisor (“Effective Date”), and (iii) that in determining whether or not to accept Advisor’s agreement, Schwab will review Advisor’s Form ADV and perform such other reviews as Schwab deems reasonable.

**3. Consent.** Prior to linking to a Schwab Site, Advisor must obtain written consent from Schwab and adhere to all of the requirements of this Agreement. Schwab reserves the right to withdraw its permission with respect to Advisor’s link, at its discretion and at any time. Schwab makes no representations or warranties regarding the content on the Schwab Sites.

**4. License.** During the term of this Agreement, subject to the terms and conditions of this Agreement, Schwab grants Advisor an “as is,” terminable at will, nonexclusive, royalty-free, nontransferable license to create a hyperlink (“Link”) from the originating Website for which Advisor has obtained written consent to add a hyperlink (the “Originating Website”) to Schwab’s homepage at Schwab.com or schwaballiance.com and/or to use the name “Charles Schwab & Co., Inc.” (the “Link Logo”). Except for the foregoing limited license, Schwab reserves all rights in its intellectual property.

**5. Limitations.** Advisor may only create the Link from the Originating Website. This Agreement does not grant Advisor the right to create Links or use the Link Logo on any other Websites. If used, the Link Logo must be used as a link to the Schwab Sites. Advisor may not use the Link Logo as a static image or in any other way. Advisor may not frame either of the Schwab Sites or modify or alter the content or manner of display of a Schwab Site. Except as expressly provided in Section 6, this Agreement does not grant Advisor the right to use Schwab’s name, trademarks, or service marks.

**6. Proprietary Marks.** The Schwab name, Link, and Link Logo contain Schwab’s proprietary logos, trademarks, and service marks (collectively, the “Schwab Marks”). The Schwab Marks may not be modified or altered in any way. All use of the Schwab Marks shall be in strict accordance with Schwab’s directions and trademark use guidelines. Advisor may not use the Schwab Marks:

- To imply sponsorship or endorsement by Schwab;
- To disparage Schwab, its products or services;
- In connection with any products or services that in Schwab’s sole judgment may diminish or damage the goodwill in the Schwab Marks;
- In such a way that the Schwab Marks are displayed more prominently than the name/logo of Advisor; or
- To infringe Schwab’s intellectual property rights or violate any state, federal, or international law or regulation.

**7. Trademark Notice.** The webpage in which the Link or Link Logo appears shall include a clear statement that the Schwab name and Link Logo are the trademarks of Charles Schwab & Co., Inc. Advisor may not remove any proprietary notices from the Link Logo (e.g., “®”).

**8. Guidelines.** Advisor agrees and acknowledges that it must at all times comply with the Guidelines to Linking to Charles Schwab & Co., Inc. Websites Introduction (the “Guidelines”), attached hereto as Exhibit A. Advisor’s Link may not compromise the integrity of Schwab’s intellectual property rights, create any confusion as to the relationship between Schwab and Advisor, or create any possibility of legal or regulatory issues for Schwab. Schwab reserves the right to modify the Guidelines at any time with notice to Advisor.

**9. Disclosure.** Advisor agrees to promptly notify Schwab in writing of any pending or threatened lawsuits and regulatory action related to Advisor and any of its principals or agents. Advisor also agrees to make sure its Form ADV or, if Advisor is not a registered investment advisor, similar disclosure document is kept current on an ongoing basis and to provide Schwab with copies of any revisions thereto.

**10. Termination.** Schwab reserves the right to terminate this Agreement at any time, for any reason, with ten (10) days’ prior notice to Advisor. In the event of a breach of this Agreement by Advisor, Schwab may terminate the Agreement immediately. Upon any termination, Advisor agrees to immediately disable the Link to the Websites.

**11. Disclaimer of Warranties.** THE LINK, LINK LOGO AND SCHWAB SITES, INCLUDING ANY CONTENT OR INFORMATION CONTAINED WITHIN IT OR ANY SITE-RELATED SERVICE, ARE PROVIDED “AS IS” AND “AS AVAILABLE,” WITH ALL FAULTS, WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY OF INFORMATION, QUIET ENJOYMENT, AND NON-INFRINGEMENT. ADVISOR ASSUMES TOTAL RESPONSIBILITY AND RISK FOR ITS USE OF THE LINK, LINK LOGO, SCHWAB SITES, SITE-RELATED SERVICES AND HYPERLINKED WEBSITES.

**12. Limitation of Liability and Remedies.** ADVISOR AGREES THAT SCHWAB SHALL NEITHER BE RESPONSIBLE NOR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES ARISING OUT OF, OR RELATING IN ANY WAY TO, ITS USE OF THE LINK, LINK LOGO, AND SCHWAB SITES. ADVISOR’S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM RELATING TO THE LINK, LINK LOGO, OR SCHWAB SITES IS TO STOP USING THEM. ADVISOR AGREES TO RELEASE AND FOREVER DISCHARGE SCHWAB AND ITS PARENT AND THEIR RESPECTIVE AGENTS, EMPLOYEES, ASSIGNS, OFFICERS, ADMINISTRATORS, PREDECESSORS, SUCCESSORS, AFFILIATES, SUBSIDIARIES, AND DIRECTORS OF AND FROM ANY AND ALL PAST, PRESENT, AND FUTURE RIGHTS, ACTIONS, CAUSES OF ACTION, CLAIMS, DEMANDS, DAMAGES, COSTS, LOSSES, EXPENSES, AND ATTORNEYS’ FEES, WHETHER KNOWN OR UNKNOWN, INCLUDING ANY AND ALL CLAIMS FOR INDEMNITY AND/OR CONTRIBUTION, WHICH ADVISOR MAY NOW HAVE, OR WHICH MAY HEREAFTER ACCRUE, RELATING TO THE LINK, LINK LOGO, AND SCHWAB SITES.



**2. Linking Agreement** (Continued)

**13. Indemnity.** Advisor agrees to defend, indemnify, and hold harmless Schwab and its parent and their affiliates and respective officers, employees, members, agents, assigns, predecessors, and authorized successors in interest from and against any claim, action, proceeding, liability, loss, damage, cost, or expense, including, without limitation, attorneys' fees and expert costs arising in any way from Advisor's use of the Schwab company name, the Schwab Sites, the Link, or the Link Logo.

**14. General.** This Agreement shall be governed by the laws of the state of California, without application of conflict of law principles. This Agreement may only be modified by a written agreement signed by authorized representatives of each party. This Agreement does not modify any other agreement Advisor may have with Schwab, including, without limitation, the Schwab Investment Manager Service Agreement or Schwab Advisor Service Agreement.

**3. Signatures**

**Signature of Advisor Authorized Agent**

I am an officer, employee, or agent of Advisor authorized to sign this Submission Form and Linking Agreement on its behalf.

Advisor Firm Name (please print)

Signature \_\_\_\_\_ Date (mm/dd/yyyy) \_\_\_\_\_

Name (please print) \_\_\_\_\_ Title \_\_\_\_\_

**Signature of Advisor Chief Compliance Officer**

I am the Chief Compliance Officer of Advisor (or, if Advisor has no Chief Compliance Officer, another officer of Advisor performing a substantially similar function). The material referred to in this Submission Form and Linking Agreement has been through internal compliance review and, in my best judgment, complies with all applicable federal and state securities laws and regulations and the rules of any and all applicable self-regulatory organizations of which Advisor is a member. Ranking guidelines and appropriate disclosure language have been included where appropriate.

Signature \_\_\_\_\_ Date (mm/dd/yyyy) \_\_\_\_\_

Name (please print)

Title:  Compliance Officer  Other Applicable Officer Title (please print) \_\_\_\_\_

Phone Number \_\_\_\_\_ Email Address \_\_\_\_\_

**For Charles Schwab Use Only**

Charles Schwab & Co., Inc. hereby consents to the proposed link to the Schwab Alliance Website located at schwaballiance.com. This consent is specific to the use described herein and does not constitute blanket consent for unlimited use of Schwab's name and trademarks.

Signature: Authorized Approver \_\_\_\_\_ Print Name \_\_\_\_\_ Date (mm/dd/yyyy) \_\_\_\_\_



**Exhibit A:****Guidelines to Linking to Charles Schwab & Co., Inc.****Websites Introduction**

Prior to linking to either the Schwab Alliance Website (schwaballiance.com, the "Schwab Alliance Website") or to the public portion of the Schwab Website (Schwab.com, or the "Schwab Public Website," and together with the Schwab Alliance Website, the "Schwab Sites"), you must obtain Schwab's written consent and adhere to the requirements described in further detail below. Schwab reserves the right to withdraw its permission with respect to any link which does not follow these required guidelines.

**The Schwab Alliance Website: SchwabAlliance.com**

When your clients access the Schwab Alliance Website, they will have access to a variety of financial and cash management tools. Features may include, but are not limited to, account information, trading capabilities, cash management services and Schwab's retail research and tools. This Website is largely modeled after the retail version of Schwab.com. Where possible, modifications have been made in the positioning and verbiage within the site in consideration of the client and investment manager relationship.

**The Schwab Public Website: Schwab.com**

The Schwab.com public site is an unsecured site that contains general Schwab company information and product marketing information. Any client or prospect can access this site via the www.schwab.com URL. There is no access to secured features such as account information, trading, or cash management on the Schwab Public Website.

Schwab generally does not object to links that comply with these guidelines. A firm's link must not compromise the integrity of Schwab's intellectual property or create any confusion as to the relationship between Schwab and the firm. In addition, links must not create any possibility of legal or regulatory issues.

We suggest that you consult with your own legal counsel regarding your responsibilities with respect to the content on your site and the sites to which you establish electronic links.

Schwab cannot guarantee that any links to the Schwab Sites will continue to be acceptable in the future. Accordingly, we must reserve the right to change these guidelines and our position with respect to any link to the Schwab Sites.

**Requirements for Linking**

Firms must comply with the following:

1. Schwaballiance.com—Any link from the firm's site must be to the Schwab Alliance Website homepage only. No other portions of Schwab's Website may be used. The Schwab Alliance homepage URL is www.schwaballiance.com.
2. Schwab.com—When linking to the Schwab Public Website, the following URL must be used: www.schwab.com.
3. After the link has been established, Schwab reserves the right to periodically review the link to assure that it has not changed in any material fashion. If your site is password protected, please provide a user ID and password to your site on the submission form.

This password information should remain active as long as you are linking to the Schwab Alliance Website or the Schwab Public Website.

4. The firm's Website must display a click-through disclosure page, which must appear after the user clicks on the link to the applicable Schwab Site. The required disclosure is shown below.

5. The firm must comply with the consent guidelines detailed below.

You may choose to launch a new browser from your firm's Website to provide access to the Schwab Alliance Website or Schwab Public Website. The following provides specific guidelines to link to the Schwab Sites. Before you link to either of the Schwab Sites, you must set up a prototype and obtain prior consent from Schwab. A prototype is a functional test site which is either password protected or under a test URL address. When completing your submission form, please provide password information and/or the test site URL for viewing the prototype.

**Guidelines**

The link on firm's Website links to schwaballiance.com or Schwab.com.

Link includes the required click-through disclosure as noted below:

- Disclosure text must be verbatim.
- Font must be 12-point.
- Font color must be black.
- Page background color must be white.
- "Continue" must link to schwaballiance.com or Schwab.com.
- "Go Back" must link to firm's Website.

New browser is launched containing the Schwab Alliance Website or Schwab Public Website. To do this, use this HTML code for your link to the applicable Schwab Site: <a href=http://www.schwaballiance.com target="new"> or <a href=http://www.schwab.com target="new">

**IMPORTANT NOTICE (Required Click-Through Disclosure)**

You are now leaving the "Name(s) of Firm(s)" Website and will be entering the Charles Schwab & Co., Inc. ("Schwab") Website.

Schwab is a registered broker-dealer, and is not affiliated with "Name(s) of Firm(s)" or any advisor(s) whose name(s) appears on this Website. "Name(s) of Firm(s)" is/are independently owned and operated. **Schwab neither endorses nor recommends [Name(s) of Investment Management Firm(s)] [./, unless you have been referred to us through the Schwab Advisor Network®. (This bracketed language is for use by Schwab Advisor Network members only.)] Regardless of any referral or recommendation, Schwab does not endorse or recommend the investment strategy of any advisor.** Schwab has agreements with "Name(s) of Firm(s)" under which Schwab provides "Name(s) of Firm(s)" with services related to your account. Schwab does not review the "Name(s) of Firm(s)" Website(s), and makes no representation regarding the content of the Website(s). The information contained in the "Name(s) of Firm(s)" Website should not be considered to be either a recommendation by Schwab or a solicitation of any offer to purchase or sell any securities.

