

To the Employer:

- Keep a copy of this document with your files and return the original with your:
 - Adoption Agreement (original) or IRS 5305-SEP (original), and
 - Participant Account Application (original).
- Indicate the type of plan you are adopting:
 - Schwab SEP-IRA (return Adoption Agreement)
 - Schwab SARSEP (only if transferring existing plan to Schwab)
 - IRS 5305-SEP (return IRS form)
- This Employer's Agreement pertains to the Employer's Simplified Employee Pension Plan established with Schwab using either the Schwab SEP-IRA or the IRS Form 5305-SEP. In this Agreement, both of these documents are included in references to the "Schwab SEP-IRA Plan" unless the context indicates otherwise.

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

IA Firm Name (Please print.) _____
IA Master Account Number _____ ISG Team _____

1. The Employer acknowledges and agrees that:

By signing this Agreement, the Employer requests Charles Schwab & Co., Inc. ("Schwab") to agree to accept its Schwab SEP-IRA and, in consideration of Schwab's acceptance, the Employer (the individual owner in the case of a sole proprietorship, or in any other case, the corporation, partnership or other entity establishing the Schwab SEP-IRA) acknowledges and agrees that:

- In its role as Employer, the Employer is not opening a brokerage account relationship with Schwab, but is administering its SEP-IRA Plan in accordance with terms and conditions of the Schwab SEP-IRA Plan and current law.
- It is the Employer's responsibility to ensure that contributions are correct and transmitted to Schwab in a timely manner, and the Employer will indemnify and hold harmless Schwab and Schwab's officers, directors, employees and affiliates from any liability that may result from following the Employer's instructions with respect to the allocation of contributions among employees' SEP-IRA investment accounts.
- Schwab will serve as Custodian of the Employer's Schwab SEP-IRA Plan and handle accounts therein (Schwab SEP-IRA accounts) according to arrangements for plans and accounts of this type.
- Although Schwab may from time to time provide assistance in the administration of the Employer's Schwab SEP-IRA as an accommodation, the responsibility for administration rests with the Employer and any separate plan administrator appointed by the Employer, and Schwab has no responsibility to perform any function for the administration of the Employer's Schwab SEP-IRA Plan. Without limiting the generality of the preceding sentence, the Employer specifically understands and agrees that Schwab has no duty to determine or review allocations of contributions among participants or to perform any recordkeeping functions for the Employer's Schwab SEP-IRA Plan.
- Although Schwab has provided a form that the Employer may modify to provide to employees as a disclosure, Schwab has no duty to comply with any obligations that may be imposed under ERISA, including, without limitation, the participant disclosure requirements applicable to simplified employee pension plans.
- The Employer has reviewed this agreement and all materials pertaining to the Schwab SEP-IRA with a tax advisor. The Employer understands that Schwab does not offer tax or legal advice and the Employer cannot rely on Schwab in this capacity.

2. Schwab acknowledges and agrees that:

- Unless and until Schwab notifies the Employer that it has discontinued or abandoned the Schwab SEP-IRA Plan, Schwab will provide the Employer with amendments to the prototype Schwab SEP-IRA document (including the Adoption Agreement) to conform to current law, within the period prescribed for such amendments by the Internal Revenue Service. Schwab shall not, however, be obligated to provide materials to the Employer other than the prototype Schwab SEP-IRA document and Adoption Agreements, or to update or correct any such materials provided.
- Employer transmittals of contributions to employees' SEP-IRA investment accounts will be processed in a timely manner after receipt by Schwab and deposited directly to each employee's account on receipt of complete and legible instructions.

3. The Employer and Schwab agree that:

- This Agreement shall become effective when signed by the Employer and shall remain in effect until the date 10 years after the last contribution under the Employer's Schwab SEP-IRA Plan is received by Schwab.
- This Agreement shall be binding on the successors, assigns, agents and employees of each, specifically including (to the extent permitted by law) any plan administrator appointed by the Employer.
- The Employer and Schwab agree to refer any disputes that cannot be resolved between them to arbitration, as set forth below.

For Charles Schwab Use Only

Print Name of Approver _____ Signature of Approver _____
Index Code _____ Account Number _____ Date (mm/dd/yy) _____



4. Arbitration

Required Disclosures: Regulatory authorities require that any brokerage agreement containing a pre-dispute arbitration agreement must disclose the following:

- (1) Arbitration is final and binding on the parties.
(2) The parties are waiving their right to seek remedies in court, including the right to jury trial.
(3) Pre-arbitration discovery is generally more limited than and different from court proceedings.
(4) The arbitrators' award is not required to include factual findings or legal reasoning, and any party's right to appeal or to seek modification of rulings by the arbitrators is strictly limited.
(5) The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.

No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute 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.

Arbitration Agreement: The Employer, the Employer's Agents and any other persons having or claiming to have a legal or beneficial interest in the Employer's SEP-IRA, including court-appointed trustees and receivers (collectively "you," "your") and Charles Schwab & Co., Inc. ("Schwab," "our," "us"), agree to settle by arbitration any controversy between or among you and/or Schwab and any of our parents, subsidiaries, affiliates, officers, directors, employees or agents relating to Schwab's SEP-IRA program, the basic Plan document or any Adoption Agreement(s) thereof, or employee brokerage accounts or account transactions, or any other Schwab account in which you claim an interest, or in any way arising from your relationship with us, including any controversy over the arbitrability of a dispute.

Such arbitration will be conducted by, and according to the securities arbitration rules and regulations then in effect of, the National Association of Securities Dealers (NASD), the New York Stock Exchange, the Pacific Stock Exchange or the Chicago Board Options Exchange. Either of us may initiate arbitration by filing a written claim with the NASD or one of the other organizations specified above. If arbitration before all of the four organizations identified above is unavailable or impossible for any reason, then such arbitration will be conducted by, and accord-

ing 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, then you and Schwab agree to have a court of competent jurisdiction appoint three (3) arbitrators to resolve any and all disputes or controversies between or among you and Schwab. 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 provision 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.

The arbitration clause will apply even if your 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.

In addition to the above provisions, if you are or become a non-U.S. resident at the time of any controversy subject to this arbitration agreement, you agree to the following additional provisions:

- (1) You acknowledge that 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) You consent and 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 you are a foreign government or state, state-owned or state-operated enterprise or other instrumentality of a foreign government or state, you waive 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.
(5) 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.

Name of Employer* (Business Name) _____

Employer's Street Address (no P.O. boxes, please) _____ City _____ State _____ Zip Code _____

Business Telephone Number _____ Employer's Tax Identification Number (EIN) _____

I represent that I am authorized by the above Employer to execute this Agreement on its behalf.

Authorized Signature: Employer _____ Date (mm/dd/yy) _____

Print Name _____ Title _____

*The Employer is defined as the individual owner in the case of a sole proprietorship, or, in any other case, the corporation, partnership, or other entity establishing the Schwab SEP-IRA.

For Charles Schwab Use Only
Account Number _____