



SEP-IRA Employer's Agreement With Schwab (Includes Self-Employed Individuals)

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

Read, complete, sign and return this form with your Adoption Agreement (or IRS Form 5305-SEP). Keep a copy for your files.

1. Employer Information

Business Name of Employer Employer's Federal Tax ID Number (EIN)

Contact Name of Plan Administrator Business Telephone Number

Business Street Address (no P.O. boxes)

City State or Province Zip or Postal Code Country

Note: 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 or IRS Model Plan 5305-SEP.

2. 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 or IRS Model Plan 5305-SEP 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 or IRS Model Plan 5305-SEP) 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 or IRS Model Plan 5305-SEP and current law.
- It is the Employer's responsibility to ensure that contributions are clear, complete and correct and transmitted to Schwab in a timely manner. Schwab will not be held responsible for delays in depositing contributions if Schwab finds the contribution instructions unclear, incomplete or incorrect. 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 Participants' SEP-IRA investment accounts.
- Schwab will serve as Custodian of the Employer's Schwab SEP-IRA Plan or IRS Model Plan 5305-SEP and handle accounts therein (Schwab SEP-IRA or IRS Model Plan 5305-SEP accounts) according to arrangements for plans and accounts of this type.
- The Employer is responsible for reviewing and approving the terms of this Agreement and all documents pertaining to the Schwab SEP-IRA Plan or IRS Model Plan 5305-SEP, including the terms and conditions of the Schwab Retirement Plan Brokerage Account Agreement associated with each Participant brokerage account. Unless the Employer (or other authorized Plan fiduciary) otherwise directs Schwab in writing, the Employer hereby directs Schwab to make available to Participants and their accounts the ability to enter into certain transactions, including (i) the purchase, holding and sale of all securities generally available or permissible by Schwab to such account types; (ii) the receipt of communications and information about, and enrollment in, investment advisory products (referred to as Schwab "offerings" in the Schwab Retirement Plan Brokerage Account Agreement) offered by Schwab and its affiliates, including Schwab Managed Portfolios™, Windhaven Portfolios®, and any future products (collectively, the "investment advisory products"); (iii) the hiring of investment managers; and (iv) the payment of investment advisory products' fees using Participant assets.

The Employer hereby provides its authority for the foregoing direction. In the future, Schwab may modify its offerings to include additional investment advisory products, in which case Schwab will provide notice and opportunity to decline offering investment advisory products.

Further, the Employer may decline to offer investment advisory products at any time and agrees to notify Schwab in writing if the Employer elects to withdraw its approval of any of the specified transactions mentioned herein.

- 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 or IRS Model Plan 5305-SEP. 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 or IRS Model Plan 5305-SEP.
- 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 (the Employee Retirement Income Security Act of 1974, as amended), 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 or IRS Model Plan 5305-SEP 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.

3. Schwab Acknowledges and Agrees That

- Schwab will provide the Employer with amendments to the prototype Schwab SEP-IRA Plan Document to conform to current law, within the period prescribed for such amendments by the Internal Revenue Service unless and until Schwab notifies the Employer that it has discontinued or abandoned the Schwab SEP-IRA Plan.
- An Employer using the IRS Model Plan 5305-SEP will be responsible for obtaining any new or revised amendments, directly from the IRS, as applicable, to conform to current law.
- Schwab shall not, however, be obligated to provide materials to the Employer other than the prototype Schwab SEP-IRA Plan Document, or to update or correct any such materials provided.
- Employer transmittals of contributions to Participants' SEP-IRA investment accounts will be processed in a timely manner and deposited directly to each Participant's account on receipt of clear, complete and correct instructions.

4. 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 or IRS Model Plan 5305-SEP 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.

5. Arbitration Agreement

Section 1: 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.

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 2: 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.

6. Signature

The individual signing this form represents and warrants that he or she is authorized to execute and deliver this Agreement on behalf of the Employer, and that this Agreement is a legally binding obligation of the Employer. The Employer agrees that Schwab is authorized to take written or oral instructions from any person Schwab reasonably believes represents the Employer.

The agreement with Schwab contains a predispute arbitration clause. You acknowledge receipt of the predispute arbitration clause contained in the Arbitration Agreement section of this form.

All account holders must sign using blue or black ink.

X

Signature: Authorized Signature of Employer

Today's Date (mm/dd/yyyy)

Print Name

7. Return Instructions

- **Upload** online with secure messaging (if you are an existing client and have online access to your account).

1. Go to www.schwab.com and log in to your account.
2. Click Message Center (under Service), and then click Upload Document.

- **Fax** to 1-888-526-7252.

- **Bring** to your nearest Schwab branch (visit www.schwab.com/branch for locations).

- **Mail** to any of the following addresses:

Regular Mail (West)

Charles Schwab & Co., Inc.
P.O. Box 982600
El Paso, TX 79998-2600

Regular Mail (East)

Charles Schwab & Co., Inc.
P.O. Box 628291
Orlando, FL 32862-8291

Overnight Mail (West)

Charles Schwab & Co., Inc.
1945 Northwestern Drive
El Paso, TX 79912

Overnight Mail (East)

Charles Schwab & Co., Inc.
1958 Summit Park Dr., Ste. 200
Orlando, FL 32810

SEP-IRA Employer's Agreement With Schwab (Includes Self-Employed Individuals)

Client Copy - Please read and retain for your files.

By signing this Agreement, the Employer requests Charles Schwab & Co., Inc. ("Schwab") to agree to accept its Schwab SEP-IRA or IRS Model Plan 5305-SEP 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 or IRS Model Plan 5305-SEP) 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 or IRS Model Plan 5305-SEP in accordance with terms and conditions of the Schwab SEP-IRA Plan or IRS Model Plan 5305-SEP and current law.
- It is the Employer's responsibility to ensure that contributions are clear, complete and correct and transmitted to Schwab in a timely manner. Schwab will not be held responsible for delays in depositing contributions if Schwab finds the contribution instructions unclear, incomplete or incorrect. 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 Participants' SEP-IRA or IRS Model Plan 5305-SEP investment accounts.
- Schwab will serve as Custodian of the Employer's Schwab SEP-IRA Plan or IRS Model Plan 5305-SEP and handle accounts therein (Schwab SEP-IRA or IRS Model Plan 5305-SEP accounts) according to arrangements for plans and accounts of this type.
- The Employer is responsible for reviewing and approving the terms of this Agreement and all documents pertaining to the Schwab SEP-IRA Plan or IRS Model Plan 5305-SEP, including the terms and conditions of the Schwab Retirement Plan Brokerage Account Agreement associated with each Participant brokerage account. Unless the Employer (or other authorized Plan fiduciary) otherwise directs Schwab in writing, the Employer hereby directs Schwab to make available to Participants and their accounts the ability to enter into certain transactions, including (i) the purchase, holding and sale of all securities generally available or permissible by Schwab to such account types; (ii) the receipt of communications and information about, and enrollment in, Investment Advisory Products

(referred to as Schwab "offerings" in the Schwab Retirement Plan Brokerage Account Agreement) offered by Schwab and its affiliates, including the Schwab Managed Portfolios™, Windhaven® Strategies, and any future products (collectively, the "investment advisory products"); (iii) hiring of investment managers; and (iv) payment of investment advisory products' fees using Participant assets.

The Employer hereby provides its authority for the foregoing direction. In the future, Schwab may modify its offerings to include additional investment advisory products, in which case Schwab will provide notice and opportunity to decline offering investment advisory products.

Further, the Employer may decline to offer investment advisory products at any time and agrees to notify Schwab in writing if the Employer elects to withdraw its approval of any of the specified transactions mentioned herein.

- Although Schwab may from time to time provide assistance in the administration of the Employer's Schwab SEP-IRA or IRS Model Plan 5305-SEP 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 or IRS Model Plan 5305-SEP. 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 or IRS Model Plan 5305-SEP.
- Although Schwab has provided a form that the Employer may modify to provide to Participants as a disclosure, Schwab has no duty to comply with any obligations that may be imposed under ERISA (the Employee Retirement Income Security Act of 1974, as amended), 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 or IRS Model Plan 5305-SEP 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.

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.



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.

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.

