

IMPACT AWARDS®
BEST-IN-BUSINESS/BEST-IN-TECH/PACESETTER AWARDS
ACCEPTANCE AGREEMENT

PLEASE READ THIS AGREEMENT CAREFULLY. By checking the box associated with your firm's submission form, you, on behalf of the firm named in the submission form ("you" or "your firm") agree to and acknowledge your firm's consent to be bound by the terms and conditions of this IMPACT Awards Program Acceptance Agreement ("Agreement"). Your firm may not participate in the IMPACT Awards Program or proceed with submission without accepting this Agreement.

Charles Schwab & Co., Inc., ("Schwab") established the IMPACT Awards® (impactawards.schwab.com), an industry-wide awards program, to honor advisors and firms that have advanced the independent investment advisor industry through their visionary leadership, operational excellence and technology innovation (the "IMPACT Awards Program").

The **Best-in-Business Award** will be presented to an independent investment advisory firm for excellence in business management and client services.

The **Best-in-Tech Award** will honor an independent investment advisory firm that serves as a model for success in harnessing technology to extend the reach, responsiveness and growth of its business.

The **Pacesetter Award** will be presented to an independent investment advisory firm that has realized accelerated growth through strategic management, innovative practices, and ongoing investments in business capabilities.

In this Agreement, the above three awards are referred to individually and collectively as "Award."

Deadline for Submissions: Submissions must be received no later than **June 15, 2009.**

General Eligibility Criteria. It is important to Schwab and to the registered investment advisor community that the recipient of the Award exemplifies the highest standards of the profession. You represent, warrant and agree that your firm meets and will continue to meet the following criteria as a condition of eligibility in the IMPACT Awards Program.

Only independent investment advisory firms are eligible to be candidates for the Best-in-Business, Best-in-Tech and Pacesetter Awards. Individuals are not eligible. Additionally, to be eligible as a candidate, an investment advisory firm must (as of June 15, 2009, and, where applicable, thereafter):

- be registered as an investment advisor firm with the Securities and Exchange Commission;
- have been in business as an independent investment advisory firm for 10 years or more (Best-in-Business Award), 5 years or more (Best-in-Tech Award), and 10 years or less (Pacesetter Award);
- have at least \$25 million in assets under management;
- be able to demonstrate at Schwab's request that at least 75% of the firm's revenue is attributable to fees that are hourly, are a fixed dollar amount, are based on assets under management and/or, in compliance with applicable laws and regulations, consist of performance-based fees based on a share of capital gains or capital appreciation in its clients' accounts (collectively "Fee-Based Revenue") as of June 15, 2009, and thereafter (commissions must be excluded from Fee-Based Revenue); and
- be able to demonstrate at Schwab's request that either; (a) at least 75% of the firm's client base is comprised of individual investors; or (b) the investment advisory firm manages at least \$100 million on behalf of individual investors.

Schwab reserves the right in its sole discretion to disqualify any candidate, including your firm, from the Awards Program for any reason, including without limitation, Schwab's belief that a candidate has a past or pending adverse disciplinary history and/or is, or may be subject to bankruptcy or insolvency.

Background Checks and Other Due Diligence; Disqualification. Before we consider you as a candidate for the Award, we will conduct appropriate background checks, including, but not limited to, public records searches to verify that the above criteria are met. In this regard, you grant us permission to conduct, or to retain a third party to conduct, any credit, regulatory, criminal or other background check or investigation of your firm as we deem appropriate, and will provide us with such additional authorizations and information as we may reasonably request. Schwab is not obligated to provide you with the results of any such checks or investigations. You acknowledge that your firm's eligibility as a candidate in the IMPACT Awards Program is subject to any due diligence conducted by us and our approval of your candidacy. We reserve the right, in our sole discretion, to disqualify your firm from the IMPACT Awards Program for any reason, including but not limited to adverse disciplinary history and bankruptcy. In the event of disqualification, we have no obligation to notify you.

Timeliness and Accuracy of Submission Information. Please review your firm's submission information before submitting it. You represent and warrant to Schwab that the information you submit is current, accurate and complete and is not false or misleading. You may correct any inaccuracies or supplement the reported information by contacting Schwab at impactawards@schwab.com by **June 15, 2009**. We may ask you to supplement the information in your firm's submission form with additional information. If you choose not to provide any such information, your firm may no longer be considered for the Award. You further represent and warrant that the disclosure of your submission information to Schwab and any additional information you provide for

the IMPACT Awards Program and Schwab's subsequent use of the information in connection with the IMPACT Awards Program do not violate any agreement between you and your firm or between you or your firm and any third parties that may be referenced in or identifiable through the information provided.

Attendance at IMPACT[®] 2009 Conference. We ask all participating firms to verify the availability of one of their principals to attend an awards ceremony at IMPACT 2009 in San Diego, CA on or about September 13 through 16, 2009, where the winners will be honored. If your firm is selected as an Award winner, a representative from your firm must attend the awards ceremony. If a principal of your firm is unable to attend, an alternate winner may be chosen in your firm's place. Schwab will provide the winning firm's single representative with transportation, hotel accommodations, and admission to IMPACT 2009.

Publicity. We may publicize the Award, your firm and/or any principals of your firm as we deem appropriate, including recognition before, during and after IMPACT 2009. If your firm is selected as an Award winner, you authorize Schwab to disclose and publicize information we learn about your firm through its participation in the IMPACT Awards Program. If your firm is selected as an Award winner, solely in relation to the Award, IMPACT Awards Program and IMPACT 2009, you agree that a principal from your firm will be available for reasonable amounts of time and on reasonable occasions during the time prior to, during and after IMPACT 2009 for our publicity efforts including but not limited to the development of a press release and a firm profile to promote the IMPACT Awards program. If your firm is selected as an Award winner, you grant Schwab, solely in relation to the Award, the IMPACT Awards Program and IMPACT 2009 and without compensation to your firm or any of its principals, the right to (i) use names, biographical information and/or photographs and images of the principals of your firm; (ii) identify your firm as an Award winner; (iii) use information about your firm and its principals, including without limitation, statements and representations concerning your and your firm's success; and (iv) identify you and your firm and its principals in advertising and promotional materials in any media. You understand this permission does not include the right for your firm or any of its principals to use the name of Schwab or any of its affiliates, the IMPACT Awards Program, or IMPACT 2009, in connection with the publicity or advertising of the Award winner or any of your firm's principals, except as may be expressly agreed by Schwab in writing and as set forth in any marketing or publicity guidelines that Schwab may provide. You agree to cooperate with Schwab's reasonable requests for a photo, biographical data, and other background information relating to you or other principals or your firm that we may request with respect to the IMPACT Awards Program.

Termination of Participation. You may withdraw your firm's status as a candidate for the Award up until June 15, 2009. To withdraw your firm's candidacy please contact impactawards@schwab.com and ask that your information be withdrawn from consideration.

Submissions; Usage. The information you submit in support of your firm's candidacy will become the property of Schwab. Submissions may include previously produced content that is owned by your firm; however information that is copyrighted by another source cannot be used. Schwab will hold the information submitted in support of a candidate and any investigations conducted in connection with the candidate's consideration in confidence, except that Schwab may disclose and use the information (i) in connection with the IMPACT Awards Program, (ii) to certain third parties, including screeners and judges, and (iii) to the public in connection with the Award. Notwithstanding the foregoing, Schwab may use submission information in aggregated form for benchmarking and other purposes. Information and other materials provided in support of a submission will not be returned.

Judging and Winner Selection Process. A panel of judges, assisted by third-party screeners, will review the candidates for the Award and will select the winner for final approval by Schwab. In granting its final approval, Schwab will be guided by the criteria for the IMPACT Awards Program, and will also consider which candidates best exemplify the prestige and purpose of the Award and reflect Schwab's reputation in the marketplace for integrity, service and value. Schwab's decisions in all matters related to the Award and the IMPACT Awards Program are final.

Award Winner Terms and Conditions. Each Award winner will be required to accept the IMPACT Awards Winner Terms & Conditions.

The Award. The Award winner will receive a trophy or other commemorative item. In addition, Schwab will make a donation in the name of the winning firm to a recognized charity of the winner's choice (subject to Schwab's approval but giving due consideration to the Award winner's recommendation).

Termination of the Awards Program; Revocation of Awards. Schwab may, in its sole discretion, terminate the IMPACT Awards Program at any time and for any reason, without notice. Additionally, Schwab may revoke any Award made in connection with the IMPACT Awards Program at any time for any reason.

No Use of Schwab's Name. This Agreement does not grant you any right to use Schwab's names, trademarks, or logos. Any use of the foregoing is subject to Schwab's prior written authorization, in its sole discretion. Trademarks include, without limitation, IMPACT Awards® as well as the Charles R. Schwab IMPACT Award®.

Limitation of Liability. CHARLES SCHWAB & CO., ITS PARENT AND THEIR RESPECTIVE AFFILIATES, ARE NEITHER RESPONSIBLE NOR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOST PROFITS, LOST DATA, OR BUSINESS INTERRUPTION) ARISING OUT OF OR RELATING IN ANY WAY TO THE IMPACT AWARDS PROGRAM OR THIS AGREEMENT, WHETHER BASED ON

WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Copies of These Terms and Conditions. You may print a copy of this Agreement using the print button or feature in your browser. Please retain a copy for your reference.

General Terms. The interpretation and enforcement of this Agreement will be governed by the law of the State of California without reference to its choice of law rules. You agree all actions or proceedings arising in connection with this Agreement will be tried and litigated exclusively in the state or federal courts (if permitted by law and a party elects to file an action in federal court) located in San Francisco, California. This choice of venue is intended to be mandatory and not permissive in nature, and to preclude the possibility of litigation with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this provision. You hereby waive any right you may have to assert the doctrine of forum non conveniens or similar doctrine or theory or to object to venue with respect to any proceeding brought in accordance with this provision. Except as provided below, this Agreement and, if applicable, the IMPACT Awards Winner Terms & Conditions constitutes the entire agreement between you and Schwab pertaining to the subject matter of this Agreement.

Acceptance; Authority to Agree. By checking the box associated with the submission form, you agree to and acknowledge your consent to be bound by the terms and conditions of this Agreement. You represent and warrant on behalf of your firm that you and your firm have full power, capacity and authority to enter into and perform this Agreement and to make the grant of rights herein, and you affirm your acceptance of this Agreement. You further represent that this Agreement has been reviewed by all necessary authorities of your firm and that such authorities have reviewed all information submitted in connection with the nomination, which has been verified for accuracy and does not violate any of your firm's confidentiality agreements or Code of Ethics, nor any partnership, employment or other agreements in place at your firm.

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