

IMPACT AWARDS®
CHARLES R. SCHWAB IMPACT AWARD®
NOMINATION SUBMISSION AGREEMENT

PLEASE READ THIS AGREEMENT CAREFULLY. By checking the box associated with the nomination submission for the Charles R. Schwab IMPACT Award, you agree to and acknowledge your consent and intention to be bound by the terms and conditions of this Charles R. Schwab IMPACT Award Nomination Submission Agreement (“Agreement”). You may not make a nomination for the Charles R. Schwab IMPACT Award 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”).

A special award, **The Charles R. Schwab IMPACT Award®** (“Schwab Award”), will honor an individual trailblazer whose sustained vision, outstanding leadership, client commitment and community engagement clearly demonstrate the value of independent investment advice.

Deadline for Nominations and Acceptances: To be considered for the Schwab Award, nominations must be received by Schwab and accepted by the nominee (via agreement with Schwab) no later than **June 15, 2009**.

Nominations; Usage. The information you (“Name of Person Submitting” in the Submission Form is referred to as “you” in this Agreement) submit in connection with the nomination will become the property of Schwab. If you submit an essay in support of the nomination, the essay must be original and not previously published. Schwab will hold the information submitted to make or support a nomination and any investigations conducted in connection with the nominee’s consideration in confidence, except that Schwab may disclose and use the information (i) in connection with the IMPACT Awards Program, (ii) to the nominee, and third parties, including screeners and judges, and (iii) to the public in connection with the Award. Schwab may use nomination information in aggregated form for benchmarking and other purposes. Information and other materials provided in support of a nomination will not be returned.

Judging and Winner Selection Process. A panel of judges, assisted by third-party screeners, will review the candidates for the Schwab 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 Schwab Award and reflect Schwab’s reputation in the marketplace for integrity, service and value. Schwab’s decisions in all matters related to the Schwab Award and the IMPACT Awards Program are final.

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

The Schwab Award. The Schwab Award winner will receive a trophy or other commemorative item. In addition, in the name of the winner, Schwab will make a donation, as described on impactwards.schwab.com, 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 the Schwab 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 future 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 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 nomination submission for the Schwab Award, you agree to and acknowledge your consent and intention to be bound by the terms and conditions of this Agreement. You represent and warrant that you 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 and warrant 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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