

# SIMPLE IRA Elective Deferral Agreement

*charles* SCHWAB

## Employee Instructions

Read and complete all sections, as applicable, of this Elective Deferral Agreement before signing it.  
Return it to your Employer (with your completed Schwab IRA Account Application, if you are a new participant).  
This form should not be returned to Schwab.

### 1. Employer

Name of Employer
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### 2. Employee Information

Name of Employee	Employee Social Security Number		
Home Street Address	City	State	Zip Code

### 3. Terms of Elective Deferral Agreement

**Limits on Elective Deferrals.** Subject to the requirements of the Employer's SIMPLE IRA Plan, each employee who is eligible to enroll as a Contributing Participant may set aside a percentage of his or her pay into the Plan (Elective Deferrals) by signing this Elective Deferral Agreement. This Elective Deferral Agreement replaces any earlier Elective Deferral Agreement and will remain in effect as long as the Employee remains an eligible Employee or until he or she provides the Employer with a new Elective Deferral Agreement as permitted by the Plan. A Participant's Elective Deferrals (excluding Catch-up Contributions) may not exceed \$11,500 for 2012. For tax years after 2012, this limit may be raised to reflect cost-of-living increases.

An Employee who is age 50 or older by the end of the year may make Catch-up Contributions, if the Employer's SIMPLE IRA Plan so provides. Catch-up Contributions may not exceed \$2,500 for 2012. For tax years after 2012, this limit may be raised to reflect cost-of-living increases.

**Changing This Agreement.** An Employee may change the percentage of pay he or she is setting aside into the Plan. Any Employee who wishes to make such a change must complete and sign a new Elective Deferral Agreement and give it to the Employer during the Election Period (November 2 to December 31) or any other period the Employer specifies on the Participant Notice and Summary Description.

**Terminating This Agreement.** An Employee may terminate this Elective Deferral Agreement at any time. After terminating this Elective Deferral Agreement, an Employee cannot again enroll as a Contributing Employee until the first day of the year following the year of termination unless the Employer specifies otherwise on the Participant Notice and Summary Description.

#### Effective Date

This Elective Deferral Agreement will be effective for the next pay period or as soon as administratively feasible based on the election you make in Section 4.

### 4. Elective Deferral Agreement and Authorization

I, the undersigned Employee, wish to set aside \_\_\_\_\_% or \$ \_\_\_\_\_ (which equals \_\_\_\_\_% of my current rate of pay) to be withheld from my pay for each pay period beginning \_\_\_\_\_ (specify date) and contributed to my SIMPLE IRA as an Elective Deferral contribution.

I agree that my pay will be reduced in the manner I have indicated above, and I acknowledge that I am responsible for directing the SIMPLE IRA trustee, custodian or issuer concerning the investment of these funds. This Elective Deferral Agreement will continue to be effective while I am employed, unless I change or terminate it as explained under "Terminating This Agreement" above. I acknowledge that I have read this entire Agreement, I understand it and I agree to its terms. Furthermore, I acknowledge that I have received a copy of the Participant Notice and Summary Description.

I understand that I must establish a SIMPLE IRA to receive any contributions made on my behalf under this SIMPLE IRA Plan. I select the following financial institution to serve as the trustee, custodian or issuer of my SIMPLE IRA:

Name of Prototype Sponsor and Custodian <b>Charles Schwab &amp; Co., Inc.</b>	Telephone Number <b>1-800-435-4000</b>		
Address <b>211 Main Street</b>	City <b>San Francisco</b>	State <b>CA</b>	Zip Code <b>94105</b>

Employee Signature	Employer Signature
Date	Date

