

Electronic Delivery Agreement

The following terms and conditions apply to the delivery, receipt and review of your trade and account information delivered to you in electronic format from optionsXpress, Inc. ("optionsXpress"). By your continued use of optionsXpress' electronic delivery of confirmations and other account information you consent to the terms contained herein, and as they may be updated from time to time and posted on our site. For U.S. Domestic Accounts, consent to suppression of U.S. Postal mailing of your account information is optional, however other terms and conditions below may apply.

Consent to Electronically Delivered Official Notices

optionsXpress is a broker-dealer providing self-directed brokerage services via the internet. By specifically consenting to electronic delivery you are giving your informed consent to electronic delivery of all Account Notices (defined below), other than those you have specifically requested be delivered in paper form. "Account Notices" mean all current and future Account Statements, Trade Confirmations, notices, disclosures, regulatory (binding or official) communications (including prospectuses, proxy solicitations and privacy notices) and other information, documents, data and records regarding my optionsXpress Account. You are also giving your informed consent to receipt of communications by telephone (cellular or otherwise). This consent will be effective immediately and will remain in effect unless and until either you or optionsXpress revoke such consent. You understand that it may take up to three (3) days to process a revocation of consent to electronic delivery, and you may receive electronic notifications in the interim.

You receive both binding and non-binding information

You acknowledge that optionsXpress delivers both binding and non-binding communications to you regarding your account. optionsXpress uses its best efforts to identify each communication as either binding (also described "Account Notices") and non-binding (often "real-time" or online account information). Despite the nature or method of conveying this information, you are responsible for reporting any discrepancies in a timely manner. You understand that optionsXpress delivers real-time information about the status of your orders by email along with providing online ledgers and order status information which are non-binding upon optionsXpress, its agents and assigns; and that such information may be changed based on market corrections and resolution of discrepancies among other factors. You also understand and acknowledge that optionsXpress also sends official notices regarding your account including E-Confirms, U. S. mailed confirmations and statements which are official and binding subject to conditions contained within or accompanying such communications.

You are responsible for reviewing all notices

You represent that you will access or download the relevant documents or information promptly. It is your responsibility to review, all confirmations, statements, notices and other communications, including but not limited to confirmations, statements, margin calls, and prospectuses whether delivered to you by U.S. mail, by e-mail or by other electronic means. All information contained therein shall be binding upon you, if you do not object, either in writing or via electronic mail, within forty-eight (48) hours after any such document is sent to you. In all cases, we reserve the right to determine the validity of your objection to the transaction. Notices and other communications may also be provided to you verbally, by mail, electronically, or by telephone (cellular or otherwise) and left for you on your answering machine, or otherwise, shall be deemed to have been delivered to you when sent, whether actually received or not.

Revocation of Consent

You may revoke your consent to electronic delivery of Account Notices anytime, subject to the terms of this Agreement, by notifying optionsXpress in writing of your intention to do so. Such revocation is not effective until received and acknowledged by optionsXpress. You have the right to request paper delivery of any Account Notices that the law requires optionsXpress to provide to you in paper form. However, you understand that if you revoke or restrict your consent to electronic delivery of Account Notices or request paper delivery, optionsXpress, at its discretion, may charge a reasonable service fee for the delivery of Account Notices that would otherwise be delivered

electronically, restrict or terminate access to the electronically delivered Account Notice service, or may restrict or close the Account. Neither your revocation or restriction of consent, nor your request for paper delivery, nor optionsXpress' delivery of paper copies of Account Notices will affect the legal effectiveness or validity of any electronic communication provided while consent was in effect.

Waiver of U.S. Mailed Delivery of Notices

By consenting to electronic delivery of binding communications, including confirmations and statements, you agree to the termination of distribution of such notices by U.S. Mail. You agree that optionsXpress fulfills its legal obligation to deliver to you any such document if sent via electronic delivery. Documents sent by electronic delivery will contain all the information as it appears in the printed hardcopy version as prepared and distributed by the originator, with possible changes to format and with the possible exception of graphic insertions such as photographs or logotypes. Electronic delivery may be in the form of an e-mail, an electronic mail attachment, or in the form of an available download from optionsXpress website, or the website or internet location of an authorized agent of optionsXpress. In the case of documents from issuers, documents sent by electronic delivery will contain all the information as it appears in the printed hardcopy version as prepared and distributed by the issuer, with the possible exception of graphic insertions such as photographs or logotypes.

You must notify us if you cannot receive electronically delivered documents

Should you experience any difficulty opening a document electronically delivered by us, you will promptly notify us in order to allow us to make the required delivery by other means or otherwise amend delivery. Failure to advise us of such difficulty within forty-eight (48) hours after delivery shall serve as an affirmation that you were able to receive and open said document. In the event that an e-mail notification sent to you is returned to optionsXpress as undeliverable, optionsXpress will attempt to resend the e-mail three (3) additional times within twenty-four (24) hours. If a notification remains undelivered after the third attempt, the notification will be categorized "undeliverable."

Subsequently, a paper-form Notice will be sent to your postal mail address of record. This initial Notice will inform you that notification was attempted to a stated e-mail address on a stated date and that it was undeliverable. You agree to update your e-mail address by contacting optionsXpress within 5 (five) days of receiving such notice. If within that time you fail to update your e-mail address, you will be sent another Notice that will notify you that: (i) your consent to electronic delivery has been deemed to have been revoked; and (ii) that you have been defaulted to paper delivery. You understand that you may be required to give a new informed consent to resume electronic delivery of Account Notices in the future. optionsXpress, at its discretion may substitute the above process for an online account notice preempting login to your account if optionsXpress has reason to believe that you access your account and that such a method will be more timely and effective.

Notwithstanding the process above, optionsXpress at its discretion may terminate electronic delivery at any time and resume delivery of mailed Account Notices.

Hardware or Software Requirements Needed to Access Electronic Records

You understand that to receive electronic delivery of notifications, you must have Internet access, a valid e-mail address, the ability to download such applications as optionsXpress may specify and to which users must access and a printer or other device to download and print or save any information you may wish to retain. Potential costs associated with electronic access to your account and with of Account Communications include charges from Internet access providers and telephone companies. optionsXpress does not charge additional online access fees for receiving electronic delivery of Account Notices.

Headings are for Descriptive Purposes / Severability / Other Terms

The heading of each provision hereof is for descriptive purposes only and shall not be deemed to modify or qualify any of the rights or obligations set forth in each such provision. If any provision or condition of this Agreement shall be held to be invalid or unenforceable by reason of any law, rule, administrative order or judicial decision by any court, or regulatory or self-regulatory agency or body, such invalidity or unenforceability shall attach only to such provision or condition. The validity of the remaining provisions and conditions shall not be affected thereby and this Agreement shall be carried out as if any such invalid or unenforceable provision or condition were not contained herein. The

terms of this agreement shall be in addition to the terms and conditions contained elsewhere on the optionsXpress site and shall not supersede the rights or obligations contained in such other agreements.

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