

The Vanguard® SIMPLE IRA Disclosure Statement

This Disclosure Statement describes the general requirements of a SIMPLE IRA (Savings Incentive Match Plan for Employees of Small Employers Individual Retirement Account). A SIMPLE IRA qualifies to receive contributions from a SIMPLE IRA plan described in Section 408(p) of the Internal Revenue Code. This statement is provided in accordance with IRS regulations.

Section I

Revocation

You may revoke your Vanguard SIMPLE IRA at any time within seven (7) days after it is established by mailing or delivering a written notice of revocation to Vanguard Fiduciary Trust Company, Small Business Services, P.O. Box 1106, Valley Forge, PA 19482-1106. Any notice of revocation will be deemed mailed on the date of postmark (or, if sent by certified or registered mail, the date of certification or registration) if it is deposited in the U.S. Postal Service in an envelope or other appropriate wrapper, first-class postage prepaid, and properly addressed. Upon revocation, you will be entitled to a full refund of your entire SIMPLE IRA contribution without adjustment for administrative expenses, sales commissions (if any), or fluctuations in market value. If you have any questions concerning your right of revocation, please call us toll-free at 800-662-2003 during normal business hours.

Section II

Establishment of Your Account

A. Statutory Requirements

A SIMPLE IRA is a trust or custodial account established for the exclusive benefit of you and your beneficiaries. It must be created by a written document that meets all of the following requirements:

- 1. Bank trustee or custodian.** A SIMPLE IRA must be established with a qualified trustee or custodian, such as Vanguard Fiduciary Trust Company ("Vanguard"), which is a bank or other entity approved by the IRS. You cannot be your own trustee or custodian.
- 2. Cash contributions by your employer.** All contributions to your SIMPLE IRA, other than asset transfer amounts or rollover contributions (as described in Sections IV and V), must be made in cash by your employer under the terms of a SIMPLE IRA plan described in Section 408(p) of the Internal Revenue Code.
- 3. Fully vested.** The balance of your SIMPLE IRA account must be fully vested and nonforfeitable at all times.
- 4. Prohibitions against life insurance and commingling.** No part of your SIMPLE IRA assets may be invested in life insurance contracts, nor may your SIMPLE IRA assets be commingled with other property except in a common trust fund or common investment fund.
- 5. Distribution rules.** Your SIMPLE IRA must comply with certain minimum distribution requirements, which are described in detail in Section VII(C), both during your lifetime and after your death.

B. Tax Consequences

The primary federal income tax consequences of a SIMPLE IRA are the following:

- 1. Tax-deferred earnings.** Earnings and gains on your SIMPLE IRA contributions will not be subject to federal income taxes until you actually receive distributions from your SIMPLE IRA.
- 2. Salary-reduction and employer contributions excluded from income.** All contributions made by your employer to your SIMPLE IRA (including salary-reduction, employer-matching, or employer-nonelective contributions) will not be subject to federal income tax until you actually start receiving distributions.
- 3. Salary-reduction contributions subject to FICA taxes; employer contributions not subject to FICA taxes.** Salary-reduction contributions to a SIMPLE IRA are subject to tax under the Federal Insurance Contributions Act (FICA), the Federal Unemployment Tax Act (FUTA), and the Railroad Retirement Act (RRA). However, employer matching and nonelective contributions to a SIMPLE IRA are not subject to FICA, FUTA, or RRA taxes.
- 4. Taxable distributions.** Distributions from your SIMPLE IRA will generally be taxable as ordinary income in the year of receipt.
- 5. Penalty taxes for early distributions.** Distributions from your SIMPLE IRA before age 59½ might be subject to an additional 10% penalty tax (although exceptions may apply—see Section VII(A)). If the 10% penalty tax applies to a distribution and the distribution is made before the end of the two-year period beginning on the date of the first deposit to your SIMPLE IRA, the 10% penalty tax is increased to 25%.
- 6. Minimum distributions required at age 70½.** You must start receiving certain minimum distributions from your SIMPLE IRA beginning April 1 of the year following the year in which you reach age 70½ (see Section VII(C) for more details).
- 7. State taxes.** The state tax consequences of your SIMPLE IRA will vary from state to state. You are strongly encouraged to consult a tax advisor to determine the state tax consequences of establishing a SIMPLE IRA.

Section III

Contributions

A. Salary-Reduction Contributions

You may make "salary-reduction contributions" to your SIMPLE IRA. A salary-reduction contribution is a contribution made based on your election with your employer to have an amount contributed to your SIMPLE IRA, instead of having the amount paid directly to you in cash.

- 1. Amount of salary-reduction contributions.** The total salary-reduction contribution you may make to your SIMPLE IRA cannot exceed \$10,000 for 2005 and later years. After 2005, this limit will be periodically adjusted for cost-of-living increases in \$500 increments.

Individuals who will be age 50 or older by the end of the year may contribute an additional amount as a “catch-up” contribution. The catch-up limit is \$2,500 for 2006 and later years. After 2006, this limit will be periodically adjusted for cost-of-living increases in \$500 increments.

- 2. Timing of salary-reduction contributions.** Your employer must send your salary-reduction contributions to the financial institution maintaining your SIMPLE IRA as soon as the amounts can be reasonably segregated from your employer’s general assets, but in no event later than the close of the 30-day period following the last day of the month in which the amounts would otherwise have been payable to you in cash.

B. Employer-Matching or Employer-Nonelective Contributions

Your employer must make either an employer-matching contribution or an employer-nonelective contribution to your SIMPLE IRA for years during which you are an eligible employee. These contributions plus your salary-reduction contributions described above are the only contributions that may be made under a SIMPLE IRA plan (except for asset transfer amounts or rollover contributions from other SIMPLE IRAs—see Sections IV and V for details).

- 1. Amount of employer-matching contributions.** Under a SIMPLE IRA plan, your employer must generally make a matching contribution equal to your salary-reduction contributions, up to a limit of 3% of your compensation for the entire calendar year (although this 3% limit may be reduced in certain years—see your employer’s plan for details).
- 2. Amount of employer-nonelective contributions.** Instead of making matching contributions under a SIMPLE IRA plan, your employer may make nonelective (nonmatching) contributions equal to 2% of your compensation for the entire calendar year. Your employer may, but is not required to, limit nonelective contributions to only those eligible employees who have at least \$5,000 of compensation for the year. For purposes of the 2% nonelective contribution, the compensation taken into account must be limited to an indexed limit (\$225,000 for 2007).
- 3. Timing of employer-matching or employer-nonelective contributions.** Matching and nonelective employer contributions must be made to the financial institution maintaining your SIMPLE IRA on or before your employer’s due date for filing its federal income tax return, including extensions, for the taxable year that includes the last day of the calendar year for which the contributions are made.

Section IV

Transfers

A. Transfer From an Existing SIMPLE IRA to a Vanguard SIMPLE IRA

If you already have a SIMPLE IRA with another financial institution, you may authorize a direct transfer of your SIMPLE IRA assets to your Vanguard SIMPLE IRA without paying taxes, subject to the rules and restrictions of your existing account. You may make such a transfer as often as you wish, but such a transfer of assets to a Vanguard SIMPLE IRA is not tax-deductible.

Also, after the expiration of the two-year period beginning on the first day on which contributions made by your employer are deposited into a SIMPLE IRA maintained on your behalf, the amount in that SIMPLE IRA may be directly transferred to a traditional IRA.

If you wish to authorize Vanguard to arrange a direct transfer of assets from the financial institution that sponsors your existing SIMPLE IRA to Vanguard, contact Vanguard to request the proper forms.

B. Transfer From a Vanguard SIMPLE IRA

If you direct (in a form and manner acceptable to Vanguard), Vanguard will transfer all or any portion of the assets held in your Vanguard SIMPLE IRA directly to another IRA established on your behalf with another financial institution. The financial institution must certify in writing or some other manner acceptable to Vanguard that it will accept the direct transfer of assets and deposit the transferred assets into an IRA established on your behalf. If you transfer before the expiration of the two-year period beginning on the first day on which contributions made by your employer are deposited into a SIMPLE IRA maintained on your behalf, the asset transfer may be made only to another SIMPLE IRA. After this two-year period, an asset transfer may also be made to an IRA in your name that is not a SIMPLE IRA.

C. Transfer Incident to Divorce

All or any portion of your SIMPLE IRA assets may be transferred to a separate SIMPLE IRA for the benefit of your former spouse pursuant to a divorce decree or written instrument incident to divorce. Such a transfer will not result in a taxable event for you or your former spouse. After the transfer, your former spouse will be considered the owner of the SIMPLE IRA transferred for his or her benefit.

Section V

Rollovers

A. Tax-Free Rollovers in General

A rollover contribution is a contribution to your SIMPLE IRA of cash or other assets you receive as a distribution from another SIMPLE IRA.

A rollover transaction is tax-free; amounts received as distributions and properly rolled over to your SIMPLE IRA are not taxable in the year of receipt. A rollover contribution to your SIMPLE IRA is not tax-deductible.

You may not make a tax-free rollover from a SIMPLE IRA to a non-SIMPLE IRA if the rollover is made before the expiration of the two-year period beginning on the first day on which contributions made by your employer are deposited into a SIMPLE IRA maintained on your behalf. This transaction will be treated as a taxable distribution, not as a tax-free rollover.

B. Rollover From an Existing SIMPLE IRA to a Vanguard SIMPLE IRA

- 1. Rollovers must be completed within 60 days.** If you receive a distribution from an existing SIMPLE IRA, you may make a tax-free rollover to a Vanguard SIMPLE IRA. The rollover must be completed within 60 days after you receive the distribution from your existing SIMPLE IRA.
- 2. One rollover permitted every 12 months from a SIMPLE IRA.** You are limited to one tax-free rollover from each SIMPLE IRA every 12 months (beginning on the date you receive the SIMPLE IRA distribution, not on the date you make the rollover contribution). There is no limit on the number of rollovers you may make to your SIMPLE IRA.

Note: A tax-free transfer of funds as described in Section IV is not a rollover (since you do not actually receive any distribution from your SIMPLE IRA). Rather, it is a direct transfer of your SIMPLE IRA funds from one trustee or custodian to another that is not affected by the 12-month waiting period applicable to SIMPLE IRA rollovers.

- 3. Rollovers of age 70½ required minimum distributions (RMDs) not permitted.** You may not roll over any minimum distribution amounts you are required to receive from your SIMPLE IRA starting with the year in which you reach age 70½ or any subsequent calendar year (see Section VII(C)).

4. Rollovers of property other than cash. If your distribution consists of property other than cash, you must roll over to your new SIMPLE IRA the same property you received from your SIMPLE IRA. If you wish to make a rollover contribution of property other than cash to your Vanguard SIMPLE IRA, you must obtain the prior written approval of Vanguard.

C. Rollovers From a Vanguard SIMPLE IRA

1. Rollovers must be completed within 60 days and are limited to one every 12 months. If you withdraw assets from your Vanguard SIMPLE IRA, you may roll over all or any portion of the assets you receive within 60 days of receipt to another SIMPLE IRA on a tax-free basis. You are limited to one such tax-free rollover from each Vanguard SIMPLE IRA every 12 months.

2. Rollovers within first two years of SIMPLE IRA participation. If you roll over a SIMPLE IRA distribution before the expiration of the two-year period beginning on the first day on which contributions made by your employer are deposited into a SIMPLE IRA maintained on your behalf, the rollover must be made to another SIMPLE IRA in your name. After this two-year period, a rollover of a SIMPLE IRA distribution may also be made to a traditional IRA or an “eligible employer plan” that accepts such rollovers. An eligible employer plan includes a qualified plan (such as a 401(k), profit-sharing, or pension plan), a 403(a) qualified annuity plan, a 457(b) plan sponsored by a governmental employer, and a 403(b) plan.

3. Rollovers of age 70½ RMDs not permitted. You may not roll over any minimum distribution amount you are required to receive from a Vanguard SIMPLE IRA in the year in which you reach age 70½ or any subsequent calendar year (see Section VII(C)).

Section VI

Conversions From a SIMPLE IRA to a Roth IRA

A. General Rules for Converting a SIMPLE IRA to a Roth IRA

In general, you may not convert any portion of your SIMPLE IRA to a Roth IRA during the two-year period that begins on the date of the first contribution to the account. (This is the same period applicable to rollovers from a SIMPLE IRA under Section V(C) above.) After the two-year period, you may convert your SIMPLE IRA to a Roth IRA if the following conditions are satisfied: Your modified adjusted gross income (for both single and joint filers) for the tax year is \$100,000 or less, and you are not a married individual filing a separate return. (For tax years after 2009, the income limit no longer applies.) If you are age 70½ or older, you must satisfy your required minimum distribution (RMD) for the tax year before making a conversion contribution for such year. For conversion purposes, your RMD is not taken into account when determining whether your modified adjusted gross income is \$100,000 or less and your adjusted gross income is not increased by the taxable income resulting from the conversion. The conversion will be treated as a taxable distribution from your SIMPLE IRA and a subsequent conversion contribution to a Roth IRA. Distributions from your SIMPLE IRA will be includable in your gross income in the year of the distribution but will not be subject to the 10% additional tax on early distributions, even if you are under age 59½. For conversions made in 2010, the amount includable in gross income as a result of the conversion is included in income ratably in 2011 and 2012, unless you elect to recognize the income in 2010. Please consult a tax advisor or refer to IRS Publication 590 for more information.

B. Recharacterization

An amount that is converted from a SIMPLE IRA to a Roth IRA may be recharacterized back to a SIMPLE IRA. An amount that is recharacterized back to a SIMPLE IRA may not be reconverted to a Roth IRA before January 1 of the taxable year following the taxable year of the conversion or before 30 days from the date of the recharacterization, whichever is later.

A recharacterization is accomplished by requesting, in a form and manner acceptable to Vanguard, a trustee-to-trustee transfer of the conversion contribution made to the Roth IRA, adjusted for gains and losses, from the SIMPLE IRA. The recharacterization must be accomplished by the due date (including extensions) for filing your federal income tax return for the year for which the original contribution was made, or a later date that is authorized by the IRS.

Section VII

Distributions

A. Tax Treatment

In general, distributions from your SIMPLE IRA are taxable to you in the year of receipt. Exceptions to this rule include any distribution that is properly rolled over as described in Section V.

1. Ordinary income taxation. Distributions from your SIMPLE IRA are taxable to you as ordinary income. SIMPLE IRA distributions are not eligible for the special tax treatment accorded to lump-sum distributions from qualified retirement plans, such as forward-averaging or capital gains taxation.

2. Early-distribution penalty taxes. Since your SIMPLE IRA is intended to provide you with retirement income, the law generally imposes an additional nondeductible 10% penalty tax on any amount distributed before you reach age 59½ (including amounts deemed distributed because of a prohibited transaction described in Section IX). This 10% penalty tax is increased to 25% if the distribution is made before the expiration of the two-year period beginning on the first day on which contributions made by your employer are deposited into a SIMPLE IRA maintained on your behalf. The additional tax may also apply if you are deemed to have received a distribution from your SIMPLE IRA as a result of borrowing from your SIMPLE IRA or pledging your SIMPLE IRA as security for a loan, as described in Section IX.

3. Exceptions to early-distribution penalty taxes. The additional 10% (or, if applicable, 25%) penalty tax will not be imposed on the following types of SIMPLE IRA distributions:

a. Distributions made on or after you reach age 59½.

b. Distributions attributable to your total and permanent disability, as defined by the IRS.

c. Distributions made to your designated beneficiary after your death.

d. Distributions that are rolled over in a timely fashion (see Section V for details).

e. Distributions that are taken as substantially equal periodic payments. These are distributions that are part of a series of substantially equal periodic payments made at least annually over your life expectancy or the joint life expectancies of you and your beneficiary.

f. Distributions used to pay qualified higher-education expenses. These are amounts you receive in a year that do not exceed that year's qualified higher-education expenses. Qualified higher-education expenses include tuition, fees, books, supplies, equipment, and room and board required for enrollment or attendance for you, your spouse, your children, your spouse's children, your grandchildren, or your spouse's grandchildren at an eligible postsecondary educational institution.

g. Distributions used for the first \$10,000 of a first-time home purchase. These are distributions of up to \$10,000 used to pay for acquisition costs (including the cost of acquisition, construction, or reconstruction) of a principal residence for a first-time home buyer, including you or your spouse, or any children, grandchildren, or ancestors of you or your spouse. The distribution must be used within 120 days after it is received. You are considered a first-time home buyer if you (and, if you are married, your spouse) have no ownership interest in a principal residence during the two-year period ending on the date of acquisition. The aggregate distributions you may take under this first-time homebuyer exception for the year of the distribution and all prior years is \$10,000.

h. Distributions used for large medical expenses. These are amounts you receive in a year that do not exceed your deductible medical expenses for that year (that is, unreimbursed medical expenses of more than 7.5% of your adjusted gross income).

i. Distributions used for health insurance premiums while unemployed. These are distributions you receive following termination of employment to the extent the amounts do not exceed the medical insurance premiums you paid for yourself, your spouse, and your dependents for the taxable year, but only if you have received at least 12 consecutive weeks of unemployment compensation during the current or prior taxable year.

j. Distributions that are qualified reservist distributions. If you were a member of a reserve component and you were called to active duty after September 11, 2001, and before December 31, 2007, for a period of 179 days or more, distributions made after the date you were called to active duty and before the close of your active duty period are considered qualified reservist distributions.

k. Distributions made on account of an IRS levy.

B. Method of Distribution

1. All or a portion distributed. Under the Vanguard SIMPLE IRA, you may elect to have all or a portion of your account distributed in one or a combination of the following ways:

- A partial payment.
- A lump-sum payment.
- Monthly, quarterly, semiannual, or annual installment payments over a period not extending beyond your life expectancy or the joint-life and last-survivor expectancy of you and your designated beneficiary.

The method of distribution you select must comply with the minimum distribution requirements described in Section VII(C). You may request a total or partial distribution, or installments, from your Vanguard SIMPLE IRA by submitting a request in a form and manner acceptable to Vanguard that specifies the amount to be distributed, the reason for the distribution, and your federal income tax withholding election (see Section VII(F)). You may change your selected method of distribution upon proper notification to Vanguard.

2. Distributions in cash or in-kind. Distributions from a Vanguard SIMPLE IRA will generally be made in cash. However, any assets in your Vanguard SIMPLE IRA that cannot be sold by Vanguard for cash in the ordinary course of business will be automatically distributed to you in-kind.

C. Age 70½ Minimum Distribution Requirements

You must begin receiving distributions from your SIMPLE IRA no later than April 1 of the calendar year following the calendar year in which you attain age 70½. You must receive the RMD from your SIMPLE IRA for each calendar year thereafter by December 31 of that year.

1. Minimum amount based on life expectancy. The total minimum that must be distributed each calendar year beginning with the year in which you reach age 70½ is determined by dividing the entire amount in your account as of the preceding December 31 by your life expectancy. Your life expectancy is determined by referring to the life expectancy tables provided by the IRS. In most cases, you will be able to determine your life expectancy from the IRS's Uniform Lifetime Table. However, if your spouse is your sole beneficiary for the entire year, the applicable distribution period is the longer of the distribution period using the Uniform Lifetime Table or the joint life expectancy of you and your spouse, determined using the Joint Life and Last Survivor Expectancy Table. See IRS Publication 590, Individual Retirement Arrangements (IRAs), for more information, including the life-expectancy tables that are used to calculate your required minimum distribution.

2. 50% excise tax on insufficient distributions. A 50% excise tax may be imposed if the amount actually distributed to you beginning after you attain age 70½ is less than the RMD. The 50% tax is imposed on the difference between the amount actually distributed and the amount required to be distributed. This penalty tax may be waived in certain cases if you can establish to the satisfaction of the IRS that the deficit in the amount distributed was due to reasonable error and that you are taking steps to remedy the problem.

3. RMD amounts may not be rolled over. You may not roll over any minimum distribution amount that you are required to receive from your Vanguard SIMPLE IRA for the calendar year in which you reach age 70½ or any subsequent calendar year. Therefore, you must satisfy your minimum distribution requirement before executing any rollover.

D. Upon Death

If you die before the complete distribution of your account, the remaining balance in your Vanguard SIMPLE IRA will be distributed to your designated beneficiary in a lump-sum payment or in monthly, quarterly, semiannual, or annual installment payments over a period selected by your beneficiary, subject to the requirements stated below. In general, distributions your beneficiary receives from your SIMPLE IRA will be taxed as ordinary income.

1. General rules when age-70½ RMDs have already begun. If RMDs from your account have already begun before your death, the balance of your Vanguard SIMPLE IRA must be distributed to your designated beneficiary over his or her life expectancy, or, if longer, your remaining life expectancy, starting by December 31 of the calendar year following the year of your death. If you do not have a beneficiary or if your beneficiary is not an individual, distributions must be made over your remaining life expectancy. If your beneficiary is a trust and the trust meets certain requirements, the beneficiaries of the trust may be treated as designated beneficiaries for the purpose of determining the applicable distribution period. See IRS Publication 590 or consult a tax advisor for more information about the special trust rules. For these purposes, RMDs are considered to have begun before your death only if you die on or after April 1 of the calendar year following the calendar year in which you reach age 70½.

2. If distributions have not begun. If distributions from your account have not begun before your death, the general rule is that the balance of your Vanguard SIMPLE IRA must be distributed to your designated beneficiary over his or her life expectancy starting by December 31 of the year following your death. If your sole beneficiary is your spouse, he or she may wait until December 31 of the year in which you would have reached age 70½, if later. There is an exception to this rule. Your beneficiary may instead choose to liquidate the account by December 31 of the calendar year containing the fifth anniversary of your death. If he or she elects this option, distributions are not required to begin by December 31 of the year following your death. If your beneficiary is not an individual (an estate or charity, for example), distributions must generally be made in accordance with the five-year rule. Special rules apply to certain types of trusts. If applicable, these rules might allow the individual beneficiaries of the trust to be treated as your designated beneficiaries for the purpose of determining whether the lifetime installment or five-year rule will apply to the beneficiary. More information on these special trust rules is contained in *IRS Publication 590, Individual Retirement Arrangements (IRAs)*.

3. Exception when surviving spouse is beneficiary. An exception to the preceding rules is that if your SIMPLE IRA beneficiary is your surviving spouse, your spouse may elect to treat your Vanguard SIMPLE IRA as his or her own SIMPLE IRA. In such a case, your surviving spouse is required to receive minimum distributions as the owner of the SIMPLE IRA in accordance with the rules summarized in Section VII(C).

4. Designation of beneficiary. Under the Vanguard SIMPLE IRA, you may designate one or more individuals or entities (such as a trust) as your beneficiary. You will initially designate your beneficiary by completing the New Account Application for the Vanguard SIMPLE IRA. You may subsequently change or revoke your beneficiary designation at any time by notifying Vanguard in a form and manner acceptable to Vanguard. If you fail to designate a beneficiary or if your designated beneficiary (or each of your designated beneficiaries) predeceases you, your beneficiary will be your surviving spouse, or if you have no surviving spouse, your estate.

5. 50% excise tax on insufficient distributions. A 50% excise tax may be imposed on any beneficiary if the amount distributed to that beneficiary does not comply with the minimum distribution requirements applicable to beneficiaries. See Section VII(C) for an explanation of the calculation of the tax.

E. Federal Estate and Gift Taxation

1. Gift tax consequences. Your designation of a beneficiary (or beneficiaries) to receive distributions from your SIMPLE IRA upon your death will not be considered a transfer of property for federal gift tax purposes.

2. Estate tax consequences. Generally, amounts remaining in your SIMPLE IRA after your death will be included in your gross estate for federal estate tax purposes. You are encouraged to consult with a financial planner or tax expert when considering estate tax consequences of your retirement assets.

F. Income Tax Withholding

The Internal Revenue Code requires the withholding of federal income tax on payments from a SIMPLE IRA unless the recipient affirmatively elects not to have withholding apply. The amount of federal income tax that must be withheld on any payment to a U.S. person will generally equal 10% of the amount of the payment. Upon a request for a distribution under the Vanguard SIMPLE IRA, Vanguard will notify the recipient of his or her right to elect not to have withholding apply (or to revoke any prior election). If

the distribution is delivered outside the United States, you may not elect out of federal income tax withholding. State income tax may also be withheld from your IRA distributions, if applicable. If you are a nonresident alien (NRA), the amount of federal income tax required to be withheld is 30% of the amount of the distribution. You may not elect out of withholding. If you are eligible to claim a reduced withholding rate under a tax treaty, you must send a valid IRS Form W-8BEN prior to the distribution.

Section VIII

Income Tax Forms

A. Annual Contributions and Market Value Reported by Vanguard on IRS Form 5498

Vanguard will send you IRS Form 5498, IRA Contribution Information, for each year you have a Vanguard SIMPLE IRA. The form will show the total SIMPLE IRA contributions (from you and your employer) and the total rollover contributions to your SIMPLE IRAs for the prior year. The form will also show the market value of your SIMPLE IRAs on December 31 of the prior year.

B. Penalty Taxes Reported by You on IRS Form 5329

If one or more of the following situations occur, you may be required to file IRS Form 5329, Additional Taxes on Qualified Plans (Including IRAs) and Other Tax-Favored Accounts, with the IRS:

- Payment of an additional 10% or 25% penalty tax because of an early distribution before age 59½ (see Section VII(A)).
- Payment of a 50% excise tax because of an insufficient distribution from your SIMPLE IRA after age 70½ (see Section VII(C)).

You do not need to file Form 5329 if the only activity in your SIMPLE IRA for the year consisted of proper (that is, nonpenalized) contributions and distributions. If Form 5329 must be filed, it should be attached to your federal income tax return; it should be filed separately if you are not required to file a federal income tax return.

C. Distributions Reported by Vanguard

When you receive taxable distributions from your Vanguard SIMPLE IRA, Vanguard will send you and the IRS the required tax form, IRS Form 1099-R. If you are a nonresident alien, Vanguard will send you and the IRS Form 1042-S.

Section IX

Prohibited Transactions

Generally, a prohibited transaction is any improper use of your SIMPLE IRA. Examples of prohibited transactions include borrowing money from your account or selling property to the account.

A. Effect on SIMPLE IRA—Loss of Tax-Exempt Status for Your Account

Generally, if you engage in a prohibited transaction, your SIMPLE IRA will lose its tax-exempt status and you will be required to include the entire value of the account in your gross income. If your account is disqualified before you reach age 59½, you may also be required to pay the additional 10% or 25% penalty tax on early distributions described in Section VII(A).

B. Pledging Your SIMPLE IRA as Security

Pledging your SIMPLE IRA as security for a loan will cause the portion pledged to be treated as a distribution to you, which means that the portion pledged will be includable in gross income and possibly subject to the additional 10% or 25% penalty tax on early distributions described in Section VII(A).

C. Investment in Collectibles

If your SIMPLE IRA is invested in collectibles (within the meaning of Section 408(m) of the Internal Revenue Code), the amount invested will be considered a distribution to you in the year of the investment in collectibles. For this reason, the Vanguard SIMPLE IRA specifically precludes investments in collectibles, which include art works, rugs, antiques, metals, gems, stamps, coins (but not gold, silver, or platinum coins issued by the United States), alcoholic beverages, and certain other tangible personal property.

Section X

Other Information

A. The Custodian

The custodian of your Vanguard SIMPLE IRA is Vanguard Fiduciary Trust Company, a trust company incorporated under Pennsylvania banking laws. Vanguard Fiduciary Trust Company is a wholly owned subsidiary of The Vanguard Group, Inc., of Malvern, Pennsylvania. The Vanguard Group will perform certain administrative services in connection with the Vanguard SIMPLE IRA for which The Vanguard Group may be reimbursed at cost by Vanguard Fiduciary Trust Company.

B. Amendments

Vanguard is specifically authorized to make any amendments to the Vanguard SIMPLE IRA necessary to comply with the applicable provisions of the Internal Revenue Code and any other amendments that Vanguard deems appropriate. Vanguard will inform you of any such amendments. Notice of amendments may be provided electronically, provided that you have consented to electronic delivery thereof.

C. SIMPLE IRA Investments

Your Vanguard SIMPLE IRA may be invested in shares of the mutual funds offered by The Vanguard Group, Inc. (the "Vanguard funds"), or in other types of investments that Vanguard and/or any Vanguard affiliate may permit to be available investments under the Vanguard SIMPLE IRA from time to time.

- 1. Directed investments.** Your Vanguard SIMPLE IRA will be invested solely in accordance with your directions (or, following your death, the directions of your designated beneficiary). You may change your investment directions at any time by notifying Vanguard in writing, by telephone, or electronically, in a form and manner acceptable to Vanguard.
- 2. Reinvestment of earnings.** All dividends and capital gains received on shares of a Vanguard fund held in your Vanguard SIMPLE IRA that are permitted to be reinvested in additional shares of the Vanguard fund will, in the absence of investment directions by you to the contrary, be automatically reinvested in additional shares of the Vanguard fund. Otherwise, any distribution of earnings received with respect to assets held in your account will be reinvested solely in accordance with investment directions furnished by you.
- 3. Growth in value.** The growth in value of your Vanguard SIMPLE IRA will depend on your investment decisions. Growth is neither guaranteed nor projected.

D. Custodial Fees and Other Expenses

- 1. Fees.** Vanguard may charge reasonable custodial fees with respect to the establishment and maintenance of your Vanguard SIMPLE IRA at any time during the calendar year. Each Vanguard fund is subject to an account service fee that is described in the New Account Application for the Vanguard SIMPLE IRA.
- 2. Vanguard fund information.** For complete information about the advisory fees, account service fees, other expenses, and the method used to calculate the price per share for each Vanguard fund you may select for your Vanguard SIMPLE IRA, read the fund's prospectus.

E. IRS Model Form

The form used to establish and maintain your Vanguard SIMPLE IRA custodial account is a model form prepared by the IRS called IRS Form 5305-SA.

The Vanguard SIMPLE IRA Custodial Account Agreement

Introduction

By executing the New Account Application for the Vanguard SIMPLE IRA and making the appropriate designation on it, the Participant is establishing a Savings Incentive Match Plan for Employees Individual Retirement Account (SIMPLE IRA) under Sections 408(a) and 408(p) of the Code to provide for his or her retirement and for the support of his or her Beneficiaries after death. The Custodian has given the Participant the Disclosure Statement required under Treasury Regulations Section 1.408-6.

The Participant and the Custodian make the following Agreement.

Article I

The Custodian will accept cash contributions made on behalf of the Participant by the Participant's employer under the terms of a SIMPLE IRA plan described in Section 408(p) of the Code. In addition, the Custodian will accept transfers or rollovers from other SIMPLE IRAs of the Participant. No other contributions will be accepted by the Custodian.

Article II

The Participant's interest in the balance in the custodial account is nonforfeitable.

Article III

1. No part of the custodial account funds may be invested in life insurance contracts, nor may the assets of the custodial account be commingled with other property except in a common trust fund or common investment fund (within the meaning of Section 408(a)(5) of the Code).
2. No part of the custodial funds may be invested in collectibles (within the meaning of Section 408(m) of the Code) except as otherwise permitted by Section 408(m)(3) of the Code, which provides an exception for certain gold, silver, and platinum coins, coins issued under the laws of any state, and certain bullion.

Article IV

1. Notwithstanding any provision of this Agreement to the contrary, the distribution of the Participant's interest in the custodial account will be made in accordance with the following requirements and will otherwise comply with Section 408(a)(6) of the Code and the regulations thereunder, the provisions of which are incorporated by reference.
2. The Participant's entire interest in the custodial account must be, or begin to be, distributed by the Participant's required beginning date (April 1 following the calendar year in which the Participant reaches age 70½). By that date, the Participant may elect, in a manner acceptable to the Custodian, to have the balance in the custodial account distributed in:
 - (a) A single-sum payment.
 - (b) Payment over a period not longer than the life of the Participant or the joint lives of the Participant and his or her designated Beneficiary.
3. If the Participant dies before his or her entire interest is distributed to him or her, the remaining interest will be distributed as follows:
 - (a) If the Participant dies on or after the required beginning date and:
 - (i) The designated Beneficiary is the Participant's surviving spouse, the remaining interest will be distributed over the surviving spouse's life expectancy as determined each year until such spouse's death, or over the period in paragraph (a)(iii) below, if longer. Any interest remaining after the spouse's death will be distributed over such spouse's remaining life expectancy as determined in the year of the spouse's death and reduced by one for each subsequent year, or, if distributions are being made over the period in paragraph (a)(iii) below, over such period;
 - (ii) The designated Beneficiary is not the Participant's spouse, the remaining interest will be distributed over the Beneficiary's remaining life expectancy as determined in the year following the death of the Participant and reduced by one for each subsequent year, or over the period in paragraph (a)(iii) below if longer;
 - (iii) There is no designated Beneficiary, the remaining interest will be distributed over the remaining life expectancy of the Participant as determined in the year of the Participant's death and reduced by one for each subsequent year.
 - (b) If the Participant dies before the required beginning date, the remaining interest will be distributed in accordance with (i) below or, if elected or there is no designated Beneficiary, in accordance with (ii) below:
 - (i) The remaining interest will be distributed in accordance with paragraphs (a)(i) and (a)(ii) above (but not over the period in paragraph (a)(iii) even if longer), starting by the end of the calendar year following the year of the Participant's death. If, however, the designated Beneficiary is the Participant's surviving spouse, then this distribution is not required to begin before the end of the calendar year in which the Participant would have reached age 70½. But, in such case, if the Participant's surviving spouse dies before distributions are required to begin, then the remaining interest will be distributed in accordance with (a)(ii) above (but not over the period in (a)(iii), even if longer), over such spouse's designated Beneficiary's life expectancy, or in accordance with (ii) below if there is no such designated Beneficiary;
 - (ii) The remaining interest will be distributed by the end of the calendar year containing the fifth anniversary of the Participant's death.
4. If the Participant dies before his or her entire interest has been distributed and if the designated Beneficiary is not the Participant's surviving spouse, no additional contributions may be accepted in the account.
5. The minimum amount that must be distributed each year, beginning with the year containing the Participant's required beginning date, is known as the "required minimum distribution" and is determined as follows:
 - (a) The required minimum distribution under paragraph 2(b) for any year, beginning with the year the Participant reaches age 70½, is the Participant's account value at the close of business on December 31 of the preceding year divided by the distribution period in the Uniform Lifetime Table in Treasury Regulation Section 1.401(a)(9)-9. However, if the Participant's designated Beneficiary is his or her surviving spouse, the required minimum distribution for a year shall not be more than the Participant's account value as of the close of business on December 31 of the preceding year divided by the number in the Joint and Last Survivor Table in Treasury Regulation Section 1.401(a)(9)-9. The required minimum distribution for a year under this paragraph (a) is determined using the Participant's (or, if applicable, the Participant's and the spouse's) attained age (or ages) in the year.

- (b) The required minimum distribution under paragraphs 3(a) and 3(b)(i) for a year, beginning with the year following the year of the Participant's death (or the year the Participant would have reached age 70½, if applicable under paragraph 3(b)(i)) is the account value at the close of business on December 31 of the preceding year divided by the life expectancy (in the Single Life Table in Treasury Regulation Section 1.401(a)(9)-9) of the individual specified in such paragraphs 3(a) and 3(b)(i).
- (c) The required minimum distribution for the year the Participant reaches age 70½ can be made as late as April 1 of the following year. The required minimum distribution for any other year must be made by the end of such year.
6. The owner of two or more IRAs (other than Roth IRAs) may satisfy the minimum distribution requirements described above by taking from one IRA the amount required to satisfy the requirement for another in accordance with the regulations under Section 408(a)(6) of the Code.

Article V

1. The Participant agrees to provide the Custodian with all information necessary to prepare any reports required by Sections 408(i) and 408(1)(2) of the Code and Treasury Regulations Sections 1.408-5 and 1.408-6.
2. The Custodian agrees to submit to the IRS the Participant the reports prescribed by the IRS.
3. The Custodian also agrees to provide the Participant's employer the Summary Description described in Section 408(1)(2) of the Code unless this SIMPLE IRA is a transfer SIMPLE IRA.

Article VI

Notwithstanding any other articles that may be added or incorporated, the provisions of Articles I through III and this sentence will be controlling. Any additional articles that are inconsistent with Sections 408(a) and 408(p) of the Code and the related regulations will be invalid.

Article VII

This Agreement will be amended as necessary to comply with the provisions of the Code and related regulations. Other amendments may be made in accordance with Article VIII[13].

Article VIII

1. Definitions

The following definitions apply to terms used in this Agreement:

"Account" means the custodial account established by the Participant to which contributions may be made in accordance with the terms and conditions of this Agreement. All assets of the Account will be held by the Custodian for the exclusive benefit of the Participant or, following his or her death, the Beneficiary.

"Adopted Person" means a person adopted through the legal process of the United States and/or any state, commonwealth, or possession of the United States. An Adopted Person is considered to be the descendant or issue of the adopting person.

"Adoption Agreement" means the form executed by the Participant, as prescribed by the Custodian, for purposes of adopting the Agreement. The Adoption Agreement is considered an integral part of the Agreement as if set forth fully herein.

"Agreement" means the Vanguard SIMPLE IRA Custodial Account Agreement as set forth herein, including the provisions set forth in the Adoption Agreement and any Beneficiary designation filed with and acceptable to the Custodian, as each such document may be amended from time to time.

"Authorized Party" means the executor, administrator, or personal representative of the Participant's estate, the trustee of a trust Beneficiary, or any other person deemed appropriate by the Custodian to act on behalf of the Participant's Account after the Participant's death.

"Beneficiary" means the persons or entities designated in accordance with Section 2 below to receive any undistributed amount credited to the Account at the time of the Participant's death.

"Children" means descendants in the first generation below the individual, including those born within or without of wedlock, and those legally adopted by the individual. This term excludes stepchildren and foster children.

"Code" means the Internal Revenue Code of 1986, as amended from time to time, or any successor statute.

"Custodian" means Vanguard Fiduciary Trust Company, a trust company incorporated under Pennsylvania banking laws, or any successor thereto.

"Descendants" means all descendants of all generations of an individual.

"Employer" means the organization that is identified in the Adoption Agreement as the employer of the Participant.

"Grandchildren" means descendants in the second generation below the individual, including those born within or without of wedlock, and those legally adopted by the Children of the Participant. This term excludes stepchildren and foster children.

"Issue" means all descendants of all generations of an individual.

"Participant" means the individual who has adopted this Agreement by executing the Adoption Agreement.

"Per Stirpes" means a way of dividing the account as follows: The Account is divided into as many equal shares as there are surviving descendants in the generation nearest to the decedent that contains at least one surviving descendant and deceased descendants in the same generation who left surviving descendants, if any. The share of each deceased descendant who left surviving descendants is divided in the same manner, with the subdivision repeating until the property is fully allocated among surviving descendants. A descendant who died before the decedent and who left no surviving issue is disregarded.

"Plan Administrator" means the individual or individuals designated to be responsible for the administration of the plan. If no designation is made, the Employer is deemed to be the Plan Administrator.

"Rollover Contribution" means a contribution by the Participant that consists of assets distributed from a SIMPLE IRA and that satisfies the requirements of Section 408(d)(3) of the Code.

"SIMPLE IRA" means an IRA plan established under Section 408(p) of the Code that accepts contributions from the employer on behalf of the Participant.

"Spouse" means, for purposes of entitlement to distribution of the Account at the Participant's death as a Beneficiary, the person to whom the Participant was married at the time of the Participant's death in accordance with the law of the state of the Participant's domicile.

"Successor Beneficiary" means the persons or entities designated in accordance with Section 2 below entitled to receive any undistributed amount credited to the Account at the time of the Beneficiary's death.

"Vanguard" means The Vanguard Group, Inc., a Pennsylvania corporation, or any successor thereto.

"Vanguard Funds" means one or more of the regulated investment companies or mutual funds that are members of The Vanguard Group, Inc., and that the Custodian permits to be available investments under this Agreement.

2. Designation of Beneficiary

(a) General rules. The Participant may designate from time to time any person or persons, entities, such as a trust, or other recipient acceptable to the Custodian as his or her primary and/or contingent Beneficiaries. To be entitled to receive any undistributed amounts credited to the account at the Participant's death, any person or persons designated as a Beneficiary must be alive, and an entity designated as a Beneficiary must be in existence at the time of the Participant's death. The surviving primary Beneficiaries shall first be entitled to receive any undistributed amounts credited to the Account at the Participant's death. If the Participant has designated more than one primary Beneficiary, the Beneficiaries will be entitled to receive any undistributed amount credited to the Account at the time of the Participant's death in the proportions indicated by the Participant. If the Participant has not indicated the proportions to which multiple Beneficiaries may be entitled or has indicated percentages that do not exactly equal 100%, payment will be made to the surviving Beneficiaries in equal shares. Except as described in the next sentence, if any primary Beneficiary has not survived the Participant, that Beneficiary's share of the Participant's Account will be divided proportionately among the surviving primary Beneficiaries.

Notwithstanding anything to the contrary in this paragraph 2(a), if the Participant has indicated that any Beneficiary designation is made on a Per Stirpes basis and the deceased primary Beneficiary has surviving Issue, the share of the deceased primary Beneficiary will be divided into equal shares for each such surviving Issue. If there are no surviving primary Beneficiaries at the time of the Participant's death, the contingent Beneficiaries, in the order indicated by the Participant (secondary, tertiary, etc.), will be entitled to receive any undistributed amount credited to the Account at the time of the Participant's death and will succeed to the rights of a primary Beneficiary in accordance with this Agreement. If multiple contingent Beneficiaries at the same level become entitled to any amounts credited to the Account, distribution will be made in the same manner as if the Beneficiaries were multiple primary Beneficiaries. If, at the time of the Participant's death, no Beneficiary designation is in effect or there are no surviving Beneficiaries, the Beneficiary will be the Participant's surviving Spouse, if any. If the Participant has no surviving Spouse, the Participant's Beneficiary will be the Participant's estate.

Any Beneficiary designation by the Participant must be made in a form and manner prescribed by, or acceptable to, the Custodian. The Beneficiary designation will be effective only if it is received by the Custodian during the Participant's lifetime. The Participant may change or revoke his or her Beneficiary designation at any time before his or her death by making a new Beneficiary designation with the Custodian. Any such change will revoke all prior Beneficiary designations submitted to the Custodian in their entirety. Participant agrees that in the event of a dispute as to the Beneficiary of the Account, the Custodian, in its discretion, may rely upon an order of a court of competent jurisdiction determining the Beneficiary provided that, all interested parties (1) had notice of and an opportunity to participate in the court proceeding, or (2) executed an agreement resolving the dispute. The custodian reserves the right to ask a court of competent jurisdiction to resolve any Beneficiary dispute and to recover its costs of doing so, including reasonable attorneys' fees, from the Account. Unless the Participant has indicated otherwise on the Beneficiary designation, any designation of a Spouse by name or by relationship shall be deemed revoked by the divorce of the Participant and such Beneficiary; provided that, no such revocation shall be deemed final until documentary evidence of such divorce, in form and substance acceptable to Custodian, shall have been

provided to Custodian following the Participant's death, and Custodian shall not be liable for any payment or transfer made to a Beneficiary in the absence of such documentation. For purposes of this Agreement, divorce shall mean a final decree of divorce, annulment, or dissolution of the marriage in effect in any jurisdiction.

(b) Minors. If upon the death of the Participant, a Beneficiary known to the Custodian to be a minor is entitled to receive any undistributed assets of the Account, the Custodian may, in its absolute discretion, transfer assets to an inherited Account for the benefit of the minor Beneficiary. So long as the Beneficiary is a minor, such inherited Account shall be controlled by such person or persons demonstrated to the Custodian's satisfaction to be authorized to act on behalf of the minor. Any person or entity representing his authority to act on behalf of a minor shall submit such information and documentation to authenticate such authority as the Custodian shall reasonably request. The minor Beneficiary's representative may be the guardian, conservator, or other legal representative of such minor Beneficiary, the natural parent of such Beneficiary (provided that if the minor's parents are divorced, the Custodian may deem only the parent having legal custody of the minor to be authorized to act on behalf of the minor), a custodian appointed for such Beneficiary under the Uniform Gift to Minors Act, Uniform Transfers to Minors Act or similar act, a person appointed by the Participant to act as an authorized person for such minor Beneficiary with respect to the Account in a writing filed with the Custodian or in the Participant's last will and testament as admitted to probate or trust document as to which the Participant is grantor, or any person having control or custody of such minor Beneficiary.

Any minor Beneficiary shall be deemed to be a minor until the later of such Beneficiary reaching (1) the age of majority under the law of the state of the minor's domicile with respect to the right to own mutual funds and other investments or (2) a later age for termination of minor status, but in no event later than age 25, as designated by the Participant in a Beneficiary designation accepted by the Custodian with respect to the Account.

(c) Marital trusts. The Participant or, as permitted by law, the spousal Beneficiary following the death of the Participant, may designate as Beneficiary a trust for the benefit of the surviving Spouse intended to satisfy the conditions of Section 2056(b) (pertaining to qualified terminable interest property trusts or "QTIP" trusts) or 2056A (pertaining to qualified domestic trusts or "QDOT" trusts) of the Code (collectively referred to as "Marital Trusts"). To the extent such QTIP or QDOT trust is a Beneficiary of the Account, the following provisions will apply until the earlier of the death of the surviving Spouse or the termination of the Account: (1) All of the income of the Account will be payable to the Marital Trust or directly to the surviving Spouse, at the direction of the trustee of the Marital Trust, at least annually or at such more frequent intervals as may be directed by the trustee of the Marital Trust; and (2) no person, other than the surviving Spouse, will have the right to assign any part of the Account to any person other than the Marital Trust or the surviving Spouse.

(d) Rights of primary Beneficiaries upon Participant's death. In addition to the rights otherwise conferred upon Beneficiaries under this Agreement, all individual Beneficiaries may designate Successor Beneficiaries of their inherited Account. Any Successor Beneficiary designation by the Beneficiary must be made in accordance with the provisions of paragraph (a) above. If a Beneficiary dies after the Participant but before receipt of the entire interest in the Account and has Successor Beneficiaries, the Successor Beneficiaries will succeed

to the rights of the Beneficiary. If a Beneficiary dies after the Participant but before receipt of the entire interest in the Account and no Successor Beneficiary designation is in effect at the time of the Beneficiary's death, the Beneficiary will be the Beneficiary's estate. Upon instruction to the Custodian, each multiple Beneficiary may receive his, her, or its interest as a separate account within the meaning of Treasury Regulation Section 1.401(a)(9)-8, Q&A-3, to the extent permissible by law. The trustee of a trust Beneficiary will exercise the rights of the trust Beneficiary.

3. Investment of Contributions

- (a) General rule.** The Custodian will invest and reinvest all contributions to the Account in accordance with the investment directions of the Participant as set forth in the Adoption Agreement or in any subsequent investment directions furnished by the Participant.
- (b) Missing or unclear directions.** If the Custodian receives any contribution or other amount to the Account that is not accompanied by instructions directing its investment or that is accompanied by instructions that, in the opinion of the Custodian, are unclear, incomplete, or not in good order, the Custodian will notify the Plan Administrator. The Custodian may hold or return all or a portion of the contribution or amount uninvested without liability for loss of income or appreciation, pending receipt of proper directions or instructions, or if the Participant has furnished investment instructions which, in the opinion of the Custodian, are unclear, incomplete, or otherwise not in good order, the Custodian may request additional investment instructions from the Participant. Pending receipt of such investment instructions, the Custodian may (i) hold all or a portion of the contribution amount uninvested, (ii) invest all or a portion of the contribution amount in a Vanguard Money Market Fund, or (iii) return all or a portion of the investment amount to the Participant without liability for loss of income or appreciation pending receipt of proper investment directions.

4. Investment Directions; Available Investments

The Participant or, following his or her death, the Beneficiary, may at all times direct, or retain an agent, investment advisor, or manager to direct the Custodian on the investment or reinvestment of the assets of the Account. All such investment directions must be made in a form or manner acceptable to the Custodian. Assets of the Account may be invested in shares of one or more of the Vanguard Funds or in other investments that are eligible for acquisition under Section 408(a) of the Code and that the Custodian permits to be available investments under this Agreement. All investments of the Account will be registered in the name of the Custodian (or its nominee), or retained unregistered or in a form permitting transfer by delivery; however, the books and records of the Custodian must at all times show such investments to be part of the Account.

5. Rollover Contributions

Rollover Contributions consisting of cash or such other assets that are acceptable to the Custodian and that are permissible investments under Section 408(a) of the Code may be made by the Participant to the Account at any time. Before making a Rollover Contribution, the Participant must execute such forms as the Custodian may require describing the assets (if any) other than cash that will be included in the Rollover Contribution, the source of the Rollover Contribution, and any other information the Custodian may request. The Custodian is under no obligation to accept any Rollover Contribution consisting of assets other than cash. The Participant is solely responsible for determining whether any contribution to the Account that is accepted by the Custodian qualifies as a SIMPLE IRA Rollover Contribution.

6. Prohibitions Concerning Life Insurance, Collectibles, and Commingling

Notwithstanding any provision of this Agreement to the contrary, no assets of the Account will be invested in life insurance contracts or in collectibles (within the meaning of Section 408(m) of the Code), nor will assets of the Account be commingled with other property except in a common trust fund or common investment fund (within the meaning of Section 408(a)(5) of the Code).

7. Responsibility of Custodian and Vanguard

- (a) Investments in general.** In making any investment or reinvestment of the assets of the Account, the Custodian is fully entitled to rely on the investment directions furnished to it by the Participant or Beneficiary in accordance with the terms and conditions of this Agreement and is under no duty to make any inquiry or investigation with respect thereto. The Participant hereby acknowledges that neither the Custodian nor Vanguard undertakes to render any investment advice in connection with this Agreement, and that the assets of the Account are to be invested, reinvested, and controlled exclusively by the Participant or, following his or her death, the Beneficiary in accordance with the terms and conditions of this Agreement.
- (b) Vanguard Fund shares and proxy voting.** The Custodian is responsible for delivering to the Participant or, following his or her death, the Beneficiary, all shareholder notices, reports, and proxies relating to Vanguard Fund shares held in the Account. The Custodian will vote any such shares at shareholder meetings of the Vanguard Funds in accordance with instructions received from the Participant or Beneficiary. By establishing (or by having established) the Account, the Participant hereby directs the Custodian to vote any Vanguard Fund shares held in the Account for which no timely voting instructions are received in the same proportion as the voting instructions received by Vanguard from shareholders of the applicable Vanguard Fund. By directing that assets of the Account be invested in a Vanguard Fund, the Participant or Beneficiary is deemed to have acknowledged receipt of the current prospectus for such Vanguard Fund.
- (c) Distributions in general.** In making any distribution from the Account, the Custodian is fully entitled to rely on the directions of the Participant or, following his or her death, the Beneficiary, and is under no duty to make any inquiry or investigation with respect thereto. The Custodian has no responsibility to make any distribution from the Account, including a required minimum distribution, until it receives such directions from the Participant or Beneficiary in a form and manner acceptable to the Custodian. Neither the Custodian nor Vanguard has any responsibility for the timing, propriety, or tax consequences to the Participant or Beneficiary of any distribution from the Account. These matters are the exclusive responsibility of the Participant or Beneficiary.
- (d) Required Minimum Distribution Service.** Vanguard may, but shall not be required to, offer a service for Participant and/or Beneficiaries providing calculation or calculation and distribution of required minimum distributions ("RMD Service"). Any such service shall be provided under the terms and conditions set forth in a Service Agreement, as such may be amended from time to time. By enrolling in the RMD Service, the Participant and/or Beneficiary shall be deemed to have consented to such terms and conditions of such Service Agreement, including any amendments thereto effective after the date of enrollment in the RMD Service.

(e) Identification of Beneficiaries. The Custodian is not responsible for determining the identity or interest of any Beneficiary designated by relationship to the Participant. The Custodian is fully entitled to rely on any representations made by the Authorized Party or, if applicable, the Beneficiaries, with respect to the identity of the Beneficiaries of the Account, and shall be under no duty to make any inquiry or investigation thereto. The Custodian and Vanguard have no responsibility to locate or notify any Beneficiary or the personal representative of the Participant or any Beneficiary of the existence of the Account. It is the responsibility of the Beneficiary or personal representative of the Investor or of the Beneficiary to notify the Custodian of the death of the Participant or Beneficiary, and to provide the Custodian with such documentation as the Custodian deems necessary to transfer ownership of the Account. The Participant agrees that the Custodian and Vanguard will not be liable for, and will be fully indemnified against, any cost or damage they incur in connection with their good-faith reliance upon such representations.

(f) Further obligations. The Custodian is not responsible for (1) the interpretation of any formula clause or trust provision contained in any Beneficiary designation filed with the Custodian, (2) the determination of the legal effect of any disclaimer or renunciation made by any Beneficiary of the Account, or (3) the enforcement of any legal obligation, including tax obligations, of the Participant or any Beneficiary. The mere acceptance of any Beneficiary designation submitted by a Participant will not limit the Custodian's rights or increase its responsibilities under this Agreement and under law. The Custodian is fully entitled to rely on any instructions or representations made by the Beneficiary or the Authorized Party with respect to any of the responsibilities identified in this Article VIII[7][e]. The Participant agrees that the Custodian and Vanguard will have no liability for, and will be fully indemnified against, any cost or damage they incur in connection with their good-faith reliance upon such representations.

(g) Additional information. The Custodian reserves the right to request such additional information and documentation from the Participant, the Beneficiary, or the Authorized Party that the Custodian deems necessary with respect to the establishment, maintenance, and distribution of the Account.

8. Distributions to Surviving Spouse

If the surviving spouse of the Participant is the sole Beneficiary, the spouse may elect to treat the Account as his or her own SIMPLE IRA. Such election is deemed to have been made if the surviving spouse makes a regular SIMPLE IRA contribution to the Account (to the extent permissible under law) or fails to take required distributions as a Beneficiary (as described in Article IV[3] above).

9. Transfers to Account

Assets held on behalf of the Participant in another SIMPLE Individual Retirement Account or Individual Retirement Annuity may be transferred by the trustee, custodian, or insurance company with respect thereto directly to the Custodian, in a form or manner acceptable to the Custodian, to be held in the Account on behalf of the Participant under this Agreement. In accepting any such direct transfer of assets, the Custodian assumes no responsibility for the tax consequences of the transfer, the responsibility for which rests solely with the Participant.

10. Transfers From Account

If so directed by the Participant in a form or manner acceptable to the Custodian, the Custodian will transfer assets held in the Account directly to the trustee or custodian of another SIMPLE Individual Retirement Account or insurance company that issues an Individual Retirement Annuity established on behalf of the Participant. After the expiration of the two-year period beginning on the first day on which contributions made by the Participant's employer are deposited into a SIMPLE IRA maintained on the Participant's behalf, the Participant may direct the Custodian to transfer assets held in the Account directly to the trustee or custodian of any Individual Retirement Account that is qualified under Section 408(a) of the Code or to an insurance company that issues an annuity contract that is qualified under Section 408(b) of the Code. In making any such direct transfer of assets, the Custodian assumes no responsibility for the tax consequences of the transfer, the responsibility for which rests solely with the Participant.

11. Transfers Incident to Divorce

All or any portion of the Participant's interest in the Account may be transferred to a former spouse pursuant to a divorce decree or written instrument incident to divorce as provided in Section 408(d)(6) of the Code. In such event, the transferred portion of the Account will be held as a separate SIMPLE IRA for the benefit of such spouse in accordance with the terms and conditions of this Agreement.

12. Reporting, Disclosure, and Fees

(a) Information by Participant. The Participant must furnish the Custodian with any information necessary for the Custodian to prepare any reports required pursuant to Section 408(i) of the Code and the regulations thereunder.

(b) Annual reports by Custodian. The Custodian will send an annual report to the Participant (or, following his or her death, the Beneficiary) on or before January 31 of each calendar year, containing all information with respect to the preceding calendar year that must be furnished pursuant to Section 408(i) of the Code and the regulations thereunder and such information concerning required minimum distributions that is prescribed by the IRS. In addition, the Custodian will submit all other reports to the IRS, the employer, and the Participant (or, following his or her death, the Beneficiary) that are prescribed by the IRS.

(c) Fees and expenses. The Custodian is entitled to such reasonable fees with respect to the establishment and maintenance of the Account as are established by it from time to time, and to reimbursement for all reasonable expenses incurred by it in the management of the Account. The Custodian may change its fees payable under this Agreement at any time upon notice to the Participant. The Custodian is also entitled to reimbursement for costs, including attorneys' fees and other expenses, relating to the Account.

(d) Investment Management and Advisory Fees. Notwithstanding anything contained herein to the contrary, the Participant may authorize the direct payment of investment management and/or advisory fees from the Account to the Custodian or other third party provided that the Account is solely liable for the payment of such fees.

13. Amendment and Termination

- (a) Amendment.** The Custodian may amend the Agreement in any respect and at any time (including retroactively) to comply with the applicable provisions of the Code and the regulations thereunder. The Custodian may also amend this Agreement to reflect any other changes to the terms of this Agreement that the Custodian deems appropriate. Any such amendment to the Agreement is effective upon the delivery of notice of the amendment to the Participant (or following the Participant's death, the Beneficiary). Notice may be provided electronically, provided that the Participant or the Beneficiary has consented to electronic delivery of the Agreement and any and all amendments thereto. For these purposes, the Participant (or following the Participant's death, the Beneficiary) is deemed to have consented to any amendment to the Agreement if the Participant fails to object thereto by notifying the Custodian, in a form and manner acceptable to the Custodian, within thirty (30) calendar days from the date the notice is delivered, to terminate the Agreement. The terms of the Agreement in effect at the death of the Participant or the Beneficiary, as the case may be, will control the disposition of the assets.
- (b) Resignation or removal of Custodian.** The Custodian may resign at any time upon thirty (30) days' written notice to the Participant (which notice may be waived by the Participant) and may be removed by the Participant at any time upon thirty (30) days' written notice to the Custodian (which notice may be waived by the Custodian). Upon such resignation or removal, the Participant must appoint a successor custodian under this Agreement. The successor custodian must be a bank or other person qualified to serve as trustee of an individual retirement account under Section 408(a)(2) of the Code. Upon receipt by the Custodian of written acceptance of such appointment by the successor custodian, the Custodian shall transfer to the successor custodian the assets of the Account and all necessary records pertaining thereto, after reserving such reasonable amount as it deems necessary for payment of its fees and expenses. If within thirty (30) days after the Custodian's resignation or removal, or such longer time as the Custodian may agree to, the Participant has not appointed a successor custodian, the Custodian may terminate this Agreement in accordance with Section 13(c) below.
- (c) Termination.** The Participant may at any time terminate this Agreement by delivering to the Custodian a written notice of termination. The Custodian may terminate this Agreement in the event the Participant fails to appoint a successor custodian in accordance with Section 13(b). Upon the termination of the Agreement, the assets in the Account will be distributed to the Participant in a lump-sum payment of cash or in-kind.

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14. Exclusive Benefit; Nonforfeitability

The Account is established for the exclusive benefit of the Participant or, following his or her death, the Beneficiary. The interest of the Participant (or following the Participant's death, the Beneficiary) in the balance of the Account is at all times nonforfeitable.

15. Prohibition Against Assignment

Except as may otherwise be provided in this Agreement, no interest, right, or claim in or to any part of the Account or any payment therefrom is assignable, transferable, or subject to sale, mortgage, pledge, hypothecation, commutation, anticipation, garnishment, attachment, execution, or levy of any kind, and the Custodian will not recognize any attempt to effect any of the preceding, except to the extent required by law.

16. Prohibited Transactions

The Participant shall not engage in any transaction with respect to the Account that is prohibited under Section 4975 of the Code and that, under Section 408(e)(2) of the Code, would cause the Account not to qualify as an Individual Retirement Account under Section 408(a) of the Code.

17. Governing Law

This Agreement is governed, administered, and enforced according to the laws of the Commonwealth of Pennsylvania, except to the extent preempted by federal law.

18. Agreement Controls

In the event of any discrepancy between this Agreement and any other document or instrument filed with Vanguard in respect of the Account, the terms of this Agreement will control. Except with respect to Section 7(f) of this Article, the terms of any Beneficiary designation accepted by the Custodian will control over the terms of this printed Agreement to the extent of any inconsistency.

19. Simultaneous Death and Slayer Statutes.

In the event that the order of the deaths of the Investor and any primary Beneficiary or on inherited Accounts, of the Beneficiary and any primary Successor Beneficiary, cannot be determined or are deemed to have occurred simultaneously under the law of the state of Investor's or Beneficiary's domicile, as the case may be, the survivor shall be that person who is determined to survive in accordance with the law of that state at the time of the Investor's or Beneficiary's death, as the case may be. In the event that the death of the Participant or any Beneficiary is the result of criminal act involving any other Beneficiary, Vanguard may look to the law of the state of domicile, including any slayer or similar statute, to determine the rights of the Beneficiaries to the assets in the Account.

20. Assignment of Agreement

The Custodian may assign or delegate any and all of its rights and obligations under this Agreement to an affiliate of the Custodian without the prior approval of the Participant or Beneficiary.