

# FIDELITY® BROKERAGE 529 CUSTOMER AGREEMENT

## General Information

This agreement between me and Fidelity Brokerage Services LLC (“FBS”) and National Financial Services LLC (“NFS”) and their employees, agents, and representatives (collectively, “Fidelity” or “you”) sets forth the terms and conditions governing Section 529 Qualified State Tuition Programs (“Qualified Program”) and includes this General Information section and Electronic Services Customer Agreement. The Qualified Program offers a Fidelity Brokerage Services LLC limited-purpose securities account (the “securities account”) in which units of the Qualified Program (“Units”) may be purchased and distributed according to the terms and conditions of the Participation Agreement and Fact Kit. No other securities may be held in the securities account. I understand that the Qualified Program account may not be suitable for all investors and that I need to determine whether it is an appropriate college investing vehicle for my particular situation. The Qualified Program also offers electronic funds transfer services, including electronic Unit purchases.

**1. Nature of Services Provided** Upon acceptance of my application, I understand you will maintain a limited-purpose securities account for me and, as my broker, buy or sell Units according to my instructions and the terms and conditions of the Participation Agreement and Fact Kit. All decisions relating to my purchase or distribution of Units shall be made by me or my duly authorized representative and I accept full responsibility for such decisions. I understand that you have no responsibility for monitoring my account or my investment decisions, even if those decisions were based on your recommendations. If I have authorized someone to act on my behalf in my account, any and all disclosures, required or otherwise, may be provided solely to me or the individual acting on my behalf as part of the scope of his or her authority. I also understand that my relationship with Fidelity, is described herein and in the FBS Form CRS, as well as the conflicts of interest that exist as described in the Products, Services, and Conflicts of Interest disclosure document, available online at [Fidelity.com/Reg-BI-Disclosure](http://Fidelity.com/Reg-BI-Disclosure).

To help the government fight the funding of terrorism and money-laundering activities, to verify my identity, federal law requires that Fidelity obtain my name, date of birth, address, and a government-issued identification number before opening my account. In certain circumstances, Fidelity may obtain and verify this information with respect to any person(s) authorized to effect transactions in my account. For certain entities, such as trusts, estates, corporations, partnerships, or other organizations, identifying documentation is also required. My account may be restricted and/or closed if Fidelity cannot verify this information. Fidelity will not be responsible for any losses or damages (including but not limited to lost opportunity) resulting from any failure to provide this information, or from any restriction placed upon, or closing of, my account. I understand the cancellation of an accepted trade in which Fidelity reasonably determines, in its sole discretion, that there was a data, clerical or other similar error in the handling or processing of the trade, including but not limited to situations where a third-party caused such error, is not the responsibility of Fidelity, and that Fidelity may refuse to accept or execute any order, instruction, or transfer at any time.

Any information I provide to Fidelity may be shared with third parties for the purpose of validating my identity and may be shared for other purposes in accordance with Fidelity's Privacy Policy. Any information I give to Fidelity may be subject to verification, and I authorize Fidelity to obtain a credit report about me at any time. Upon written request, I will be provided the name and address of the credit reporting agency used. You also may tape record conversations with me in order to verify data about any transactions I request, and I consent to such recording. I also understand that my account is carried by National Financial Services LLC (NFS), an affiliate of FBS.

I agree to provide and maintain as current both my mobile number and email address as both are required for account security, transactional alerts, and delivery of other communications. I consent to Fidelity's use of my email address and/or mobile number to message, call, or text me for these purposes. Message and data rates apply and frequency may vary. For help with texts, reply HELP. To opt out of texts, reply STOP. I acknowledge that I can update my contact information through my profile on [Fidelity.com](http://Fidelity.com).

**Industry regulations require delivery of the following information to all investors upon opening a brokerage account:** This information may not necessarily apply to Qualified Program accounts. NFS transmits customer orders for execution to various exchanges and market centers based on a number of factors. These include: size of order, trading characteristics of the security, favorable execution prices (including the opportunity for price improvement), access to reliable market data, availability of efficient automated transaction processing, and reduced execution costs through price concessions from the market centers. Certain of the market centers may execute orders at prices superior to the publicly quoted market in accordance with their rules or practices. While I may specify that an order be directed to a particular market center for execution,\* NFS's order-routing policies, taking into consideration all of the factors listed above, are designed to result in

favorable transaction processing for me. NFS reserves the right to wait for the primary exchange to open before commencing trading in a particular security.

Industry regulations require that Fidelity Brokerage Services LLC (FBS) and its clearing firm, National Financial Services LLC (NFS), allocate between them certain functions regarding the administration of my account. The following is a summary of the allocation of those functions performed by FBS and NFS.

\*Please note: Orders placed through Fidelity's telephone, electronic, or online trading systems cannot specify a particular market center for execution.

FBS is responsible for:

- (a) Obtaining and verifying account information and documentation.
- (b) Opening, approving and monitoring trading and other activity in my account.
- (c) Accepting orders and other instructions from me regarding my account, and for promptly and accurately transmitting those orders and instructions to NFS.
- (d) Determining the suitability of investment recommendations and advice, and that those persons placing instructions for my account are authorized to do so. NFS will not give me advice about my investments and will not evaluate the suitability of investments made by me, my investment representative or any other party.
- (e) Operating and supervising my account and its own activities in compliance with applicable laws and regulations, including compliance with federal, industry and NFS margin rules pertaining to my margin account and for advising me of margin requirements.
- (f) Maintaining the required books and records for the services it performs.
- (g) Investigating and responding to any questions or complaints I have about my account(s), confirmations, periodic statement or any other matter related to my account(s). FBS will notify NFS with respect to matters involving services performed by NFS.

NFS is responsible, at the direction of FBS, for:

- (a) The clearance and settlement of securities transactions.
- (b) The execution of securities transactions, in the event NFS accepts orders from FBS.
- (c) Preparing and sending transaction confirmations and periodic statements of my account (unless FBS has undertaken to do so).
- (d) Acting as custodian for funds and securities received by NFS on my behalf.
- (e) Following the instructions of FBS with respect to transactions and the receipt and delivery of funds and securities for my account.
- (f) Extending margin credit for purchasing or carrying securities on margin.
- (g) Maintaining the required books and records for the services it performs.

FBS and/or NFS receives remuneration, compensation, or other consideration (such as financial credits or reciprocal business) for directing orders in certain securities to particular broker/dealers or market centers for execution.

**2. Applicable Rules and Regulations** All transactions through FBS are subject to the constitution, rules, regulations, customs, and usages of the exchange, market, or clearing house where executed, as well as to any applicable federal or state laws, rules, and regulations.

If I or another individual associated with my account resides outside the U.S., Fidelity may be prohibited from entering into a new relationship with me. If I or another individual associated with my account resides outside the U.S. and I have an existing relationship with Fidelity, Fidelity may at any time in its sole discretion terminate that relationship, or modify my rights to access any or all account features, products, or services. By opening or maintaining an account with Fidelity, I acknowledge that Fidelity does not solicit offers to buy or sell securities, or any other product or service, to any person in any jurisdiction where such offer, solicitation, purchase, or sale would be unlawful under the laws of such jurisdiction.

In keeping with federal and state laws, and with securities industry regulations, I agree to notify Fidelity in writing if any of the following occur (with all terms in quotes defined as being within the meaning of the Securities Act of 1933):

- if I (or an authorized person on my account) am, or later become, an employee or other “associated person” of a stock exchange, a member firm of an exchange or the Financial Industry Regulatory Authority (FINRA), a municipal securities dealer, or Fidelity or any Fidelity “affiliate”
- if I am, or later become, an “affiliate” or “control person” with respect to any security held in your account
- if any transactions in my account regarding securities whose resale, transfer, delivery, or negotiation must be reported under state or federal laws

I also agree:

- if I (or an authorized person on my account) am, or later become, an “associated person” of a member firm of an exchange or FINRA, that you have obtained consent of the “employer member,” and I authorize Fidelity upon request by an employer member to transmit copies of confirmations and statements, or the transactional data contained therein, with respect to all of my accounts, including all accounts subject to FINRA rules and unit investment trusts, municipal fund securities, and qualified programs pursuant to Section 529 of the Internal Revenue Code
- to ensure that my account transactions comply with all applicable laws and regulations, understanding that any transaction subject to special conditions may be delayed until those conditions are met
- to comply with all policies and procedures concerning “restricted” and “control” securities that we may require
- to comply with any insider trading policies that may apply to me as an employee or “affiliate” of the issuer of a security

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**3. Purchases and Distributions** Investments by check will be used to purchase Units. I understand that access to my distribution proceeds of Units purchased with monies so advanced may be withheld for up to seven business days (20 days for foreign checks) to ensure such checks have been collected. Such withholding may result in rejection of debit items if monies are not otherwise available to me within the Fidelity brokerage account.

I ratify any instructions given on this account for the purchase or distribution of Units or any other money movement between this account or any bank accounts predesignated by me, and agree that neither you nor any Fidelity affiliate will be liable for any loss, cost, or expense for acting upon such instructions believed by you or the Fidelity affiliate to be genuine and in accordance with the procedures described in the Fact Kit.

I understand that certain fees may be applicable for services. Any such fees would be charged by the Qualified Program and debited from the Units I own.

I acknowledge that I have received and read a copy of the Participation Agreement and the Fact Kit containing a more complete description of the program and its fees, charges, and operations, and agree to the terms set forth therein.

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**4. Account Protection** The securities in my account are protected in accordance with the Securities Investor Protection Corporation (SIPC) for up to \$500,000 (including up to \$250,000 for uninvested cash). We also provide additional coverage above these limits. Neither coverage protects against a decline in the value of my securities, nor does either coverage extend to certain securities that are considered ineligible for coverage. For more details on SIPC or to request an SIPC brochure, I may visit [www.sipc.org](http://www.sipc.org) or call 1-202-371-8300.

## Transactions

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**5. Electronic Funds Transfer** I may elect either or both of the following electronic funds transfer services: i) telephone purchase of Units to be settled through my designated bank account; ii) direct transmission to my brokerage account of payments to be made to me by others on a reestablished basis.

Bank Wire and Fidelity Money Line® (“electronic funds transfer” or “EFT”) are two services that enable me to electronically transfer money between my bank account and my Fidelity brokerage account.

Bank Wires are processed through the Federal Reserve wire system, and are normally completed on the business day following the request.

Electronic funds transfers are processed through the Automated Clearing House (“ACH”). My bank must be an ACH member for me to use this service, and one common name must appear on both my bank and Fidelity account(s). The minimum EFT transaction is \$50 and the maximum is \$99,999. EFTs are normally completed within three business days, and credits to my account are subject to a five- to seven-day collection process.

I hereby constitute and appoint FBS my true and lawful attorney to surrender for distribution any and all Units held in my accounts with full power of substitution in the premises. FBS is hereby authorized and directed to accept and act upon any directions for distributions of Units held in my account from any authorized person (i.e., participant or participant’s authorized designee) who requests payment to be made to the bank account above. I understand and agree that FBS will not be liable for any loss, expense, or costs arising out of any request for distribution so long as FBS transmits the distribution proceeds to the bank account identified. FBS reserves the right to cease to act as agent to the above appointment upon 30 days’ written notice to the address of record listed on my application. I further certify and agree that the above certifications, authorizations, and appointments in this document will continue until FBS receives actual written notice of any change thereof.

## Settlement

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**6. Payment of Items** I understand that all debit items, such as Unit purchases and electronic funds transfers, will be accumulated daily and that you will promptly pay each on my behalf to the extent that sufficient funds can be provided; first from amounts contributed by me or on my behalf and available that day.

I understand that if funds in my Fidelity brokerage account are insufficient to pay for the purchase of Units, such Units will not be purchased. I will promptly return to you any assets that you distribute to me but to which I am not entitled. In addition, Fidelity may restrict assets in my account if Fidelity has reason to believe that such assets were incorrectly credited to my account.

If a check issued to me from my account remains uncashed and outstanding for at least six months, I authorize and instruct Fidelity to cancel the check and return the underlying proceeds to me by depositing the proceeds into my account’s core position.

I understand that at any time Fidelity may reduce my available balance to cover obligations that have occurred but that have not yet been debited, including but not limited to withholding taxes that should have been deducted from my account.

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**7. Settlement of Transactions** In the absence of a specific demand, all transactions in any of my accounts are to be paid for, no later than 4 p.m. Eastern time on the settlement date. Fidelity reserves the right to cancel or liquidate, at my risk, any transaction not timely settled.

**Credits to your account:** Any new deposit to your Fidelity 529 Account or settlement proceeds from a transaction in your Fidelity 529 Account are held as a free credit balance (“Free Credit Balance”) until the money is invested in the designated 529 investment option(s). Like any free credit balance, the Free Credit Balance represents an amount payable to you on demand by Fidelity. Subject to applicable law, Fidelity may use this Free Credit Balance in connection with its business. Fidelity may, but is not required to, pay you interest on this Free Credit Balance provided that the accrued interest for a given day is at least half a cent. Interest, if paid, will be based on a schedule set by Fidelity, which may change from time to time at Fidelity’s sole discretion.

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**8. Security Interest** Any credit balances, securities, assets or related contracts, and all other property in which I may have an interest held by you or carried for my account(s) shall be subject to a general lien for the discharge of my obligations to you, and you may sell, transfer, or assign any such assets or property to satisfy any obligation, whether or not you have made advances with respect to property. Shares of any Investment Company in which I have an interest, and for which Fidelity Management & Research Company serves as investment adviser, also are subject to a general lien for the discharge of my obligation to FBS and NFS, and FBS and NFS may redeem any such shares to satisfy my obligation without further notice or demand. No provision of this agreement concerning liens or security interests shall apply to any account to the extent such application would be in conflict with any provision of ERISA or the Internal Revenue Code relating to retirement accounts or to the Qualified Program.

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**9. Liability for Costs of Collection** I am liable for payment upon demand of any debit balance or other obligation owed in any of my accounts or any deficiencies following a whole or partial liquidation, and I agree to satisfy any such demand or obligation. I agree to reimburse FBS and NFS for all reasonable costs and expenses incurred in the collection of any debit balance or unpaid deficiency in any of my accounts, including, but not limited to, attorneys’ fees.

## Reporting

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**10. Periodic Reporting** I will receive a statement reporting purchases of the municipal fund securities issued by 529 plans in specific amounts at specific time intervals (“periodic municipal fund security plan” transactions) each quarterly period, but will no longer receive immediate confirmation of these transactions.

I will receive a statement reporting purchases of municipal fund securities issued by 529 plans made outside of a periodic municipal fund security plan each quarterly period and will receive an immediate confirmation of these transactions.

If I live with immediate family members who also have eligible Fidelity accounts, I can “household” those accounts to potentially qualify for enhanced services and features. I may elect to have accounts householded by completing the information requested at <https://www.fidelity.com/customer-service/how-to-relationship-householding>. I may also elect to have my statements combined or householded by completing the information requested at <https://www.fidelity.com/customer-service/how-to-combine-statements>. By electing to participate in householding, I agree that Fidelity may provide the employers of any householded account holders with account statements, trade confirmations, or other documents as required by applicable regulations.

In addition, I consent to have only one copy of Fidelity mutual fund shareholder documents, such as prospectuses and shareholder reports (“Documents”), delivered to me

and any other investors sharing my address. My Documents will be householded indefinitely; however, I may revoke this consent at any time by contacting Fidelity. Additional details regarding my consent are provided in the account application.

For transactions in a 529 plan account that do not involve purchases of municipal fund securities, I will receive a monthly statement for the month in which the transactions occur and a quarterly statement each quarterly period. I will also receive an immediate confirmation of these transactions.

The brokerage statement will detail the number of Units that were purchased or redeemed for me; distribution checks, if any; electronic funds transfers; and fees assessed by the Qualified Program.

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**11. Receipt of Communications** Communications by mail, messenger, telegraph, or otherwise, sent to me at the address of record listed on the application, or any other address I may give FBS, are presumed to be delivered to and received by me whether actually received or not. I understand that I should promptly and carefully review the transaction confirmations and periodic account statements and notify you promptly of any errors. Information contained in the transaction confirmations and periodic account statements is conclusive unless I object in writing within five and ten days, respectively, after it is transmitted to me.

## Other

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**12. Extraordinary Events** FBS shall not be liable for any losses caused directly or indirectly by government restrictions, exchange or market rulings, suspension of trading, or other conditions beyond its control, including, but not limited to, extreme market volatility or trading volumes.

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**13. Termination of Account** Fidelity may close my account or terminate any optional features at any time for any reason without prior notice. My account may also be terminated by me or, if I fail to maintain a balance in my account, by Fidelity. This agreement will remain in effect until its termination is acknowledged in writing by an authorized representative of FBS. I will remain responsible for all transactions initiated or authorized by me, whether arising before or after termination.

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**14. Unclaimed Property** My account balance and certain uncashed checks issued from my account may be transferred to a state unclaimed property administrator if no activity occurs in the account or the check remains outstanding within the time period specified by the applicable state law.

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**15. FINRA BrokerCheck** As part of the Financial Industry Regulatory Authority (FINRA) BrokerCheck program, you have access to the FINRA BrokerCheck hotline at 800-289-9999 and the FINRA website at [finra.org](http://finra.org). You can call or email your inquiries and request a brochure that includes information detailing the BrokerCheck program.

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**16. MSRB Investor Brochure** Fidelity Brokerage Services LLC is registered with the U.S. Securities and Exchange Commission (SEC) and the Municipal Securities Rulemaking Board (MSRB). An investor brochure may be obtained at [msrb.org](http://msrb.org) that describes the protections that may be provided by the MSRB and how to file a complaint with an appropriate regulatory authority.

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**17. Modification** No provision of the agreement can be amended or waived except in writing, signed by an authorized representative of FBS. If any provision of this agreement becomes inconsistent with any present or future law or regulation of any entity having regulatory jurisdiction over it, that provision will be superseded or amended to conform with such law or regulation, but the remainder of this agreement remains in full force and effect.

Fidelity may use the electronically stored copy of your (or your agent's) signature, any written instructions or authorizations, the account application and this agreement as the true, complete, valid, authentic and enforceable record, admissible in judicial, administrative or arbitration proceedings to the same extent as if the documents and records were originally generated and maintained in printed form. You agree to not contest the admissibility or enforceability of the electronically stored copies of such documents in any proceeding between you and Fidelity.

This agreement and its enforcement shall be governed by the laws of the Commonwealth of Massachusetts; shall cover individually and collectively all accounts that I may open or reopen with Fidelity; and shall inure to the benefit of Fidelity's successors and assigns, whether by merger, consolidation, or otherwise.

Fidelity may transfer my account to my successors and assigns, and this agreement shall be binding upon my heirs, executors, administrators, successors, and assigns.

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**18. Fidelity BillPay® for 529 Accounts** Fidelity BillPay® for 529 Accounts service is free and allows you to pay your college-related bills online. It can be set up to make fixed payments automatically, and you can also use it to send variable payments on demand to designated payees for college-related expenses.

This feature is available to 529 accounts that have individual or trust registrations. This feature is covered by its own customer agreement, which is incorporated herein by reference and is legally considered part of this agreement. The agreement will be provided to you when you apply for the feature. If you choose this feature, it is your responsibility to understand the terms of its agreement before you begin using the feature.

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**19. Fidelity MyVoice<sup>SM</sup>** Fidelity MyVoice is a free security service. When you call Fidelity, you'll no longer have to enter PINs or passwords because Fidelity MyVoice helps you interact with us securely and more conveniently. Through natural conversation, MyVoice will detect and verify your voiceprint in the first few moments of the call. A voiceprint is a combination of your physical and behavioral voice patterns. Like a fingerprint, it's unique to you.

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**20. Mobile Phone Number Security Check** In order to protect your Account, we may review any changes made to your mobile phone number to ensure that a newly entered number is not associated with any known fraudulent activity. You authorize your mobile provider to disclose information about your mobile phone account, such as subscriber status, payment method (whether your account is prepaid or is subject to monthly billing), and device details, if available, to support identity verification and fraud avoidance, and for other security purposes for the duration of your business relationship with us. This information may also be shared with certain third-party companies whose services we utilize for security to support your transactions with us, and for identity verification and fraud avoidance purposes.

## Electronic Services Customer Agreement

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**1. Overview** I understand that this Agreement ("Agreement") between Fidelity and me (Fidelity refers to Fidelity Brokerage Services LLC, Fidelity Distributors Corporation, and National Financial Services LLC, as the context may require) states the terms and conditions of my use of Fidelity's Electronic Services. Fidelity's Electronic Services (the "Services") include but may not be limited to Fidelity.com, Fidelity Automated Service Telephone (FAST®), Fidelity Active Trader Pro,® Fidelity's alerts and wireless trading services and any online securities trading or informational system, Web-based, wireless or otherwise, established by Fidelity directly or through online business partners that Fidelity may make available in the future. The Services make available to me a variety of interactive computer, hand-held device and telephone services that generally allow me to access my Fidelity accounts, enter orders to buy and sell certain securities, and obtain quotations and other information via electronic transmission. I agree to use the Services only in accordance with this Agreement.

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**2. Responsibilities of User; Scope of Use** I shall be the only authorized user of the Services under this Agreement and shall only use the Services for my personal, noncommercial purposes. I agree not to disseminate any information obtained under this agreement in any manner to third parties without the express written consent of Fidelity. I shall be responsible for the confidentiality and use of my password(s) and other security data, methods and devices. I understand that I shall be solely responsible for all orders electronically transmitted, or use of any data, information, or services obtained, using my passwords, and other security data. I accept full responsibility for the monitoring of my account, and I understand that Fidelity does not have an ongoing responsibility to monitor an investment strategy, account type, or securities bought, sold, or held in my account, even in cases where Fidelity has made a recommendation. I agree that Fidelity shall not be under a duty to inquire as to the authority or propriety of any instructions given to Fidelity by me or via my password and shall be entitled to act upon any such instructions; and Fidelity will not be liable for any loss, cost, expense or other liability arising out of any such instructions. I agree that the Services are the proprietary property of Fidelity and/or third parties from which Fidelity has obtained rights.

I understand that I must use caution when placing market orders because the price of securities may change sharply during the trading day or after hours, and that if I have limited assets to pay for a transaction, such as in a retirement account with contribution restrictions, I should consider placing a limit order. In addition, I understand and agree that if I cannot pay for a transaction, Fidelity may liquidate account assets at my risk. I also understand that during periods of heavy trading or volatility, the quotes provided as "real time" may not reflect current market prices or quotes. In addition, when quotes are rapidly changing, each quote update may not be reported to me.

I represent and agree that the following statements are and will continue to be true for so long as I have access to the Services: (a) I will not use any information or market data provided by a national securities exchange or association in connection with any professional or commercial activities, and I agree to notify you if I intend to do so and to pay any additional charges in connection therewith; and (b) I will not use the Services in conjunction with any business as a broker-dealer, investment advisor, futures commission merchant, commodities introducing broker or commodity trading advisor, member of a securities exchange or association or futures contract market, or an owner, partner or associated person of any of the foregoing; and (c) if I am employed by a bank or insurance company or an affiliate of either, I will not perform functions related to securities or commodity futures trading activity, except with respect to my personal account(s) with Fidelity.

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**3. User Consent** I recognize that my use of the Services may involve the transmission to me of information that may be considered personal financial information, including but not limited to the identity and number of shares that I trade and the net dollar price for the shares. I consent to the transmission by electronic means of such information through the Services; such consent shall be effective at all times that I use the Services. I understand that electronic (including wired and wireless) communications may not be encrypted, and acknowledge that there is a risk that data, including email, electronic and wireless communications, and personal data, may be accessed by unauthorized third parties when communicated between me and Fidelity or between me and other parties.

If I use a Service, I agree and consent to receive Fidelity's privacy notices or policies electronically, and to such end Fidelity and its affiliates may post privacy notices or policies on its Web sites. I understand that telephone calls to Fidelity may be monitored or recorded, and hereby consent to such monitoring or recording.

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**4. Error Notification** I understand that all trade orders placed through the Services are at my sole risk and responsibility. I further understand that I must notify Fidelity of the existence of certain circumstances relating to my use of the Services. Specifically, I agree that any trade orders given by me and any information furnished to me by use of the Services shall be subject to the following terms and conditions:

- (a) If an order has been placed through the Services and I have not received a reference number reflecting the order, I shall immediately notify Fidelity.
- (b) If an order has been placed through the Services and I have not received an accurate written confirmation of the order or of its execution within five (5) business days, I shall immediately notify Fidelity.
- (c) If I have received confirmation of an order that I did not place or any similar conflicting report, I shall immediately notify Fidelity.
- (d) If there is a discrepancy in the account balance, security positions or order status reported to me by Fidelity, I shall immediately notify Fidelity.
- (e) If there is any other type of discrepancy or suspicious or unexplained occurrence relating to the Services or my account, I shall immediately notify Fidelity.
- (f) All notifications to Fidelity pertaining to this Agreement shall be directed to:  
Fidelity Investments  
Priority Services Retail Correspondence T2J  
P.O. Box 500  
Merrimack, NH 03054-9894  
or by calling 1-800-544-6666
- (g) I shall immediately notify Fidelity if my password and/or Access Device I use with the Services is lost or stolen or if there is unauthorized use of my password.

If I fail to notify Fidelity immediately and then follow up with a written correspondence when any of the above conditions (a)–(f) occurs (and in any event if the above condition (g) occurs), neither Fidelity nor any of its employees, agents, affiliates, subsidiaries, control persons, or its parent, nor any third parties, can or will have any responsibility or liability to me or to any other person whose claim may arise through me for any claims with respect to the handling, mishandling, or loss of any order or information. Notwithstanding my notification to Fidelity, Fidelity shall not be liable for any losses related to the Services except as expressly set forth in this Agreement. I understand that Fidelity shall not be deemed to have received any order electronically transmitted by me until Fidelity has acknowledged to me that the order has been received by Fidelity. I accept full responsibility for the monitoring of my account.

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**5. Limitation of Liability & Disclaimer of Warranties**

Any liability arising out of the Services for which Fidelity is determined to be responsible shall be limited to an amount equal to the benefit that would have resulted from the transaction during the time periods in which I should have acted, as specified in Section 4 of this Agreement. Additionally, I understand that Fidelity will not be responsible for the accuracy, completeness, timeliness or use of any information received by it or received by me through the Services; that Fidelity does not make any warranty concerning such information; and that cancellation of an accepted trade in which Fidelity reasonably determines, in its sole discretion, that there was a data, clerical or other similar error in the handling or processing of the trade is not the responsibility of Fidelity. I agree that neither Fidelity nor any third party working with Fidelity to provide services hereunder shall be responsible for any damages caused by communications line failure, unauthorized access, theft, systems failure, and other occurrences beyond its reasonable control. I agree to provide all telephone and other equipment to access the Services and I will be solely responsible for paying all charges related thereto.

I expressly acknowledge and agree that the use and storage of any information, including without limitation transaction activity, account balances, and any other information or orders available through use of the Services is at my sole risk and responsibility. NEITHER FIDELITY NOR ANY THIRD PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN

RESPECT TO THE SERVICES OR ANY INFORMATION PROGRAMS OR PRODUCTS OBTAINED FROM, THROUGH, OR IN CONNECTION WITH THE SERVICES.

IN NO EVENT WILL FIDELITY OR ANY THIRD PARTY BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY DEFECT IN OR USE OF THE SERVICES.

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**6. Commission Policy & Other Charges** Commission discounts may be available to Fidelity brokerage accounts that utilize the Services. However, such discounts will not apply to any transactions that for any reason cannot be placed and executed through the Services.

I agree to be liable for any and all fees, charges or expenses that Fidelity may charge or that I may incur in connection with the use of the Services by me or any other person through use of my security codes, equipment, or otherwise, if any. I understand that the rates, fees, billing and terms governing services provided by Access Device vendors or Providers may be determined solely by such third party. I understand and acknowledge that Fidelity is not delivering telecommunication, Internet, paging services or any other means of electronic access and that I am responsible for maintaining appropriate contracts with third parties to obtain such services. I agree to obtain access to and be solely liable for all payments related to all equipment and Access Devices necessary to access the Services. I further understand that my ability to make use of the Services may be limited by technical or other limitations present in the equipment and Access Devices I use to access the Services.

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**7. Market Data** I understand that each participating national securities exchange or association asserts a proprietary interest in all of the market data (including without limitation real-time quotes) it furnishes to the parties that disseminate the data. I also understand that neither Fidelity nor any participating national securities exchange or association nor any supplier of market data guarantees the timeliness, sequence, accuracy, or completeness of market data or any other market information or messages disseminated by any party. Fidelity shall not be liable in any way, and I agree to indemnify and hold harmless Fidelity from and against any and all claims, demands, actions, losses, damages, liability, or costs, charges, counsel fees, and expenses of any nature ("Losses") arising from or occasioned by (a) any inaccuracy, error, or delay in, or omission of (i) any such data, information, or message or (ii) the transmission or delivery of any such data, information, or message, or (b) any Losses arising from or occasioned by (i) any such inaccuracy, error, delay, or omission, (ii) nonperformance, or (iii) interruption of any such data, information, or message, due either to any act or omission by Fidelity or any other disseminating party or to any "force majeure" (i.e., flood, extraordinary weather conditions, earthquake, or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications, power failure, or equipment or software malfunction) or any other cause beyond the reasonable control of any disseminating party. I understand that the terms of this Agreement may be enforced directly against me by the national securities exchanges and associations providing market data to me.

Fidelity reserves the right to limit the number of free real-time quotes, including those provided through the Services.

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**8. Incorporation of Other Fidelity Agreements** I understand that my use of any Fidelity software may be subject to the terms of a separate license agreement contained with the software, and that my use of Fidelity online Services may be subject to license or usage terms posted online by Fidelity (such as the Terms of Use for Fidelity.com, accessible on the footer on Fidelity.com). I agree to be bound by the terms of such license and usage agreements, including without limitation the prohibitions on distribution and copying, the exclusion of all representations and warranties, and the limitation of remedies contained therein.

I understand that all the terms and conditions that govern the account(s) at Fidelity that I access via the Services (including without limitation the Fidelity Brokerage Customer Agreement, Margin Agreement, Options Agreement, Fidelity Brokerage Retirement Account Customer Agreement, and/or applicable mutual fund prospectus(es)) are incorporated herein by reference. In addition, I understand that trading in my account is subject to Fidelity's trading policies and limitations that are in effect and are subject to change from time to time.

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**9. Security** To the extent that any Services use Internet, wireless or related electronic or telephonic services to transport data or communications, Fidelity will take reasonable security precautions, but Fidelity disclaims any liability for interception of any such data or communications. Fidelity shall not be responsible for, and makes no warranties regarding, the access, speed or availability of such services.

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**10. Modification & Termination** I agree that Fidelity may modify, change, or discontinue the Services in whole or in part, at any time. I agree that Fidelity may immediately terminate its provision of the Services to me if I breach this Agreement, if I have jeopardized the proper and efficient operation of the Services, or if I engage in activity that is contrary to Fidelity's policies. Any unauthorized use of the Services, whatsoever, shall result in automatic termination of this Agreement.

Any modification, change or notification of termination will be made by Fidelity in writing. Fidelity may send such written communication by mail or electronic means.

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**11. Choice of Law** I acknowledge that this Agreement constitutes the entire agreement between Fidelity and me with respect to its subject matter. This Agreement and its enforcement shall be governed by the laws of the Commonwealth of Massachusetts, except with respect to conflicts of law, and shall inure to the benefit of Fidelity's successors and assigns, whether by merger, consolidation, or otherwise. If a court of competent jurisdiction shall deem any provision unenforceable, that provision will be enforced to the maximum extent permissible, and the remaining provisions will remain in full force and effect.

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## Information about Mutual Fund Performance

A 529 portfolio's yield and return will vary. A portfolio's share price will also vary, and you may have a gain or loss when you sell your shares. You could lose money by investing in a money market portfolio. An investment in a money market portfolio is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Fidelity Investments and its affiliates have no legal obligation to provide financial support to money market portfolios, and you should not expect that Fidelity Investments or its affiliates will provide financial support to money market portfolios at any time. For information on total returns or for more complete information on any 529 portfolio available through Fidelity, including charges and expenses, you may call 1-800-544-6666 for a free 529 fact kit. You should read it carefully before you invest or send money.

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## Information about Quotes

Fidelity reserves the right to limit the number of free quotes provided through Fidelity's Electronic Services.

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## Resolving Disputes — Arbitration

This agreement contains a predispute arbitration clause. By signing an arbitration agreement the parties agree as follows:

- (a) All parties to this agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.
- (b) Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
- (c) The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
- (d) The arbitrators do not have to explain the reason(s) for their award unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 20 days prior to the first scheduled hearing date.
- (e) The panel of arbitrators may include a minority of arbitrators who were or are affiliated with the securities industry.
- (f) The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.
- (g) The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this agreement.

All controversies that may arise between me and you concerning any subject matter, issue or circumstance whatsoever (including, but not limited to, controversies concerning any account, order, distribution, rollover, advice interaction, or transaction, or the continuation, performance, interpretation or breach of this or any other agreement between me and you, whether entered into or arising before, on or after the date this account is opened) shall be determined by arbitration in accordance with the rules then prevailing of the Financial Industry Regulatory Authority (FINRA) or any United States securities self-regulatory organization or United States securities exchange of which the person, entity or entities against whom the claim is made is a member, as I may designate. If I commence arbitration through a United States self-regulatory organization or United States securities exchange and the rules of that organization or exchange fail to be applied for any reason, then I shall commence arbitration with any other United States securities exchange of which the person, entity or entities against whom the claim is made is a member. If I do not notify you in writing of my designation within five (5) days after such failure or after I receive from you a written demand for arbitration, then I authorize you to make such designation on my behalf. The commencement of arbitration through a particular self-regulatory organization or securities exchange is not integral to the underlying agreement to arbitrate. I understand that judgment upon any arbitration award may be entered in any court of competent jurisdiction.

No person shall bring a putative or certified class action to arbitration, nor seek to enforce any predispute arbitration agreement against any person who has initiated in court a putative class action, or who is a member of a putative class action who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; or (ii) the class is decertified; or (iii) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein.

