

Effective as of March 28, 2023.

Fidelity Brokerage Services LLC ("FBS") is a registered broker-dealer with the U.S. Securities and Exchange Commission. Brokerage and investment advisory services and fees differ, and it is important for you to understand these differences. Free and simple tools are available to research firms and financial professionals at [Investor.gov/CRS](https://www.investor.gov/crs), which also provides educational materials about broker-dealers, investment advisers, and investing.

**What investment services and advice can you provide me?**

FBS offers brokerage accounts and services to retail investors, including for personal and retirement investing, and cash management services (such as bill pay, checkwriting, and margin lending). FBS accounts allow you to invest in mutual funds, exchange-traded funds ("ETFs"), stocks, bonds, college savings plans and insurance products, among others. We do not limit our offerings to Fidelity funds, specific asset classes, or funds of sponsors or investment managers who compensate us. There is no minimum investment to open an account; there are minimums to purchase some types of investments. FBS works with its affiliated clearing broker, National Financial Services LLC, along with other affiliates to provide you with these investment services. For additional information, see [Fidelity.com/information](https://www.fidelity.com/information).

With an FBS brokerage account, unless we agree otherwise in writing, you are solely responsible for deciding how you want to invest, placing orders, and monitoring your account. FBS, either by itself or through an affiliate, can provide you with tools and information to help you make decisions and can provide you with investment recommendations for certain investments upon request. Investment advisory services are provided through our affiliated investment advisers, including Fidelity Personal and Workplace Advisors ("FPWA") and Fidelity Institutional Wealth Adviser LLC ("FIWA"), typically for a fee, and documents describing these advisory services can be found at [Fidelity.com/information](https://www.fidelity.com/information), including the FPWA and FIWA client relationship summaries.

FBS brokerage accounts are also available to you when you work with a third-party adviser such as a registered investment adviser, retirement plan administrator, bank or family office ("intermediaries"). If you open your FBS brokerage account through an intermediary, you or your intermediary will make all decisions regarding the purchase or sale of investments; FBS will not provide recommendations or monitor your investment decisions, or your intermediary, for you. Some intermediaries limit the investment products and services available to you. Please contact us or your intermediary for more information on the available services and investments, conflicts of interest, and any fees you will pay.

**Conversation Starters. Ask your FBS financial professional:**

- **Given my financial situation, should I choose a brokerage service? Why or why not?**
- **How will you choose investments to recommend to me?**
- **What is your relevant experience, including your licenses, education and other qualifications? What do these qualifications mean?**

**What fees will I pay?**

The fees that you will pay depend on whether you work directly with FBS or through an intermediary. If you establish a retail relationship directly with FBS, there are no commissions charged on online transactions for U.S. stocks, ETFs, options, new issue bonds and certificates of deposit ("CDs"). Online transactions in other securities are charged a commission. Sell orders for equities are charged an activity assessment fee and options have a per-contract fee. Transactions placed over the telephone or in a branch office are charged a commission. If you open an investment advisory account with one of our affiliates, your fees will be identified in the contract and disclosure document provided by that affiliate. If you work with FBS through an intermediary, please contact your intermediary for details on the fees that you will pay for your brokerage activities, as online commissions may apply.

There is no transaction fee or sales load (which is a fee charged on your investment at the time you buy a mutual fund share) for either the purchase or sale of Fidelity's retail mutual funds. Other mutual funds either have a transaction fee or no transaction fee, and some of these funds will have sales loads. These fees can vary depending on how long you hold the fund. Holding funds for less than 60 days can result in additional trading fees. Mutual funds, ETFs, insurance products, and similar investment products typically charge their own separate management fees and other expenses in addition to any fees charged by FBS. When commissions apply, you will be charged more when there are more trades in your account, and FBS therefore has an incentive to encourage you to trade more often and in larger amounts. FBS will also collect fees for margin loans based on current interest rates and your average margin loan balance.

You will pay fees and costs whether you make or lose money on your investments. Fees and costs will reduce any amount of money you make on your investments over time. Please make sure you understand what fees and costs you are paying. Information about brokerage fees and costs for different account types, products and services is available at [Fidelity.com/information](https://www.fidelity.com/information).

**Conversation Starter. Ask your FBS financial professional:**

- *Help me understand how these fees and costs might affect my investments. If I give you \$10,000 to invest, how much will go to fees and costs, and how much will be invested for me?*

**What are your legal obligations to me when providing recommendations? How else does your firm make money and what conflicts of interest do you have?**

When FBS provides you with a recommendation, we have to act in your best interest and not put our interest ahead of yours. At the same time, the way we make money creates some conflicts with your interests. You should understand and ask us about these conflicts because they can affect the recommendations we provide to you. Here are some examples to help you understand what this means.

- FBS or its affiliates typically earn more when you invest in a product that we or one of our affiliates advise, manage, sponsor, or refer you to, such as a Fidelity mutual fund, ETF, or managed account. This creates an incentive for us to recommend our investment products over those offered by another company.
- FBS earns more on your investments in some third-party funds and ETFs, including through fees and other compensation (including sales loads, 12b-1 fees, maintenance fees, start-up fees and infrastructure support) paid by the fund, its investment adviser or an affiliate to FBS. This creates an incentive for us to recommend these products over others.
- For investments that we buy from you or sell to you for or from our own accounts ("principal trades"), we can earn more than when we buy and sell investments for your account in the open market ("agency trades"). This creates an incentive to execute trades with our own accounts rather than in the open market.

For further details on these conflicts, see [Fidelity.com/information](https://www.fidelity.com/information).

**Conversation Starter. Ask your FBS financial professional:**

- *How might your conflicts of interest affect me, and how will you address them?*

**How do your financial professionals make money?**

FBS representatives also work for our affiliates, including FPWA or FIWA, for a salary and either an annual bonus or variable compensation. In some cases, they earn more from some products and services (including certain investment advisory services) than from others. In such cases, our representatives have an incentive to recommend that you select a program or product that pays them more compensation than those that will pay them less. For further details, see [Fidelity.com/information](https://www.fidelity.com/information).

**Do you or your financial professionals have legal or disciplinary history?**

Yes. Visit [Investor.gov/CRS](https://www.investor.gov/CRS) for a free and simple search tool to research us and our financial professionals.

**Additional Information:**

For more information about our brokerage and investment advisory services, or to obtain a copy of this Form CRS, or the Form CRS for FPWA or FIWA, go to [Fidelity.com/information](https://www.fidelity.com/information). If you work directly with FBS, to request up-to-date information, the latest Form CRS or a hard copy of materials that are hyperlinked above, call 1.800.FIDELITY (1-800-343-3548).

**Conversation Starter. Ask your FPWA financial professional:**

- *Who is my primary contact person? Is he or she a representative of an investment adviser or broker-dealer? Who can I talk to if I have concerns about how this person is treating me?*



Effective as of March 28, 2023.

Fidelity Personal and Workplace Advisors LLC ("FPWA") is a registered investment adviser with the U.S. Securities and Exchange Commission. Investment advisory and brokerage services and fees differ, and it is important for you, the retail investor, to understand these differences. Free and simple tools are available to research firms and financial professionals at [Investor.gov/CRS](https://www.investor.gov/CRS), which also provides educational materials about broker-dealers, investment advisers, and investing.

### **What investment services and advice can you provide me?**

FPWA offers investment advisory services to retail investors that include "wrap fee" advisory programs, discretionary advisory programs, financial planning, and referrals to third-party investment advisers. Our wrap fee programs offer investment advice from FPWA and other investment advisers, as well as securities trades and custody services from our broker-dealer affiliates. In our wrap fee programs and our discretionary advisory programs, a subadviser we hire (which is typically an FPWA affiliate) will have discretion to buy and sell mutual funds, exchange-traded products (ETPs), and/or other securities for your account without your consent to each trade. The subadviser (not FPWA) will monitor your account and investments periodically based on the flexibility of the program and investment strategy you have selected. You must meet an account minimum to open and maintain an advisory account in most of our programs. Current account minimums are described at [Fidelity.com/information](https://www.fidelity.com/information). (Retail advisory offerings available through Fidelity Personal and Workplace Advisors.) In some of our programs, you can only invest in Fidelity mutual funds and ETPs; in other programs, a significant percentage to substantially all of your account will be invested in Fidelity mutual funds and ETPs, depending on the investment strategy you select.

We provide financial planning to clients enrolled in certain discretionary programs and, for clients at certain asset levels, on a stand-alone basis. Our financial planning services help you evaluate your ability to meet identified goals and can also provide suggestions for changes to your asset allocation. Whether and how to implement any asset allocation or other recommendation provided as part of our financial planning services is your responsibility and is distinct from our discretionary advisory services. Our financial plans are not monitored or updated after they are provided to you. In addition, we provide referral services, which include recommendations to third-party investment advisers to help you with your investment and financial needs. We do not monitor these third-party investment advisers.

For more information regarding our retail advisory offerings, please see documents under the heading "Fidelity retail investment advisory services" at [Fidelity.com/information](https://www.fidelity.com/information). Specifically, you should review FPWA's Form ADV Part 2A Brochure. Our affiliated broker-dealer, Fidelity Brokerage Services LLC ("FBS"), also offers brokerage accounts and services to retail investors, as described in the FBS Form CRS accompanying this document. Please see [Fidelity.com/information](https://www.fidelity.com/information).

### **Conversation Starters. Ask your FPWA financial professional:**

- ***Given my financial situation, should I choose an investment advisory service? Why or why not?***
- ***How will you choose investments to recommend to me? What is your relevant experience, including your licenses, education, and other qualifications? What do these qualifications mean?***

### **What fees will I pay?**

Your fees will depend on the investment advisory program you select. See the respective program disclosure document for specific fees at [Fidelity.com/information](https://www.fidelity.com/information). Each wrap fee program charges an advisory fee, typically based on the amount of assets that you have in the program, which covers the ongoing management of your account(s), as well as brokerage, clearing, and custody services provided by FBS and other broker-dealer affiliates and can cover assistance from our representatives and access to financial planning services. Fees are typically deducted from your account after the end of each quarter. Wrap program fees include most transaction costs and fees to FBS and are generally higher than a typical asset-based advisory fee that does not include transaction costs for brokerage services. Our other discretionary advisory programs also charge asset-based fees or a subscription fee depending on the program. Typically, the more assets there are in your program account, the more you will pay in fees, and we have an incentive to encourage you to increase the assets in your account. The following fees are in addition to the wrap program fees: (1) underlying expenses of mutual funds and ETPs purchased for your account (though note that we credit certain revenue we receive from your mutual fund and ETP investments to your program account as explained in your Client Agreement); (2) certain charges resulting from transactions for your account executed with or through unaffiliated broker-dealers; (3) fees of investment advisers we refer you to; and (4) some incidental fees and expenses. In some wrap fee programs we charge an extra fee if your assets are invested in individual securities through a separately managed account. We charge a fixed fee for our stand-alone financial planning, and we receive a fee from advisers to whom we refer clients.

You will pay fees and costs whether you make or lose money on your investments. Fees and costs will reduce any amount of money you make on your investments over time. Please make sure you understand what fees and costs you are paying. For additional information regarding program fees, please see [Fidelity.com/information](https://www.fidelity.com/information), specifically, FPWA's Form ADV Part 2A Brochure.

**Conversation Starter: Ask your FPWA financial professional:**

- *Help me understand how these fees and costs might affect my investments. If I give you \$10,000 to invest, how much will go to fees and costs, and how much will be invested for me?*

**What are your legal obligations to me when acting as my investment adviser? How else does your firm make money and what conflicts of interest do you have?**

When we act as your investment adviser, we have to act in your best interest and not put our interest ahead of yours. At the same time, the way we make money creates some conflicts with your interests. You should understand and ask us about these conflicts because they can affect the investment advice we provide you. Here are some examples to help you understand what this means.

- FPWA or its affiliates typically earn more when you invest in a product that we or one of our affiliates advise, manage, sponsor, or refer you to, such as a Fidelity mutual fund or ETP. This creates an incentive for us and our affiliates to recommend and invest your assets in our investment products over those offered by another company.
- FPWA or its affiliates earn more on your investments in some third-party funds and ETPs, and therefore have an incentive to recommend and invest your assets in these funds and ETPs over others.
- Our investment advisory programs charge different fees. This creates an incentive for us or our affiliates to recommend advisory programs that pay us or our affiliates higher fees over other programs.

**Conversation Starter: Ask your FPWA financial professional:**

- *How might your conflicts of interest affect me, and how will you address them?*

For more details on conflicts, please see [Fidelity.com/information](https://www.fidelity.com/information).

**How do your financial professionals make money?**

FPWA representatives also work for our affiliated broker-dealer, FBS, for a salary and either an annual bonus or variable compensation. They earn more from some advisory programs than from other programs, or from providing brokerage services through FBS. Our representatives have an incentive to recommend that you select a program or product that pays them more compensation than those that will pay them less. For more details on compensation, please see [Fidelity.com/information](https://www.fidelity.com/information).

**Do you or your financial professionals have legal or disciplinary history?**

Yes. Visit [Investor.gov/CRS](https://investor.gov/CRS) for a free and simple search tool to research us and our financial professionals.

**Conversation Starter: Ask your FPWA financial professional:**

- *As a financial professional, do you have any disciplinary history? For what type of conduct?*

For more information about our investment advisory and brokerage services, or to obtain a copy of this Form CRS, or the Form CRS for FBS, go to . To request up-to-date information, the latest Form CRS, or a hard copy of materials that are hyperlinked above, call 1.800.FIDELITY (1-800-343-3548).

**Conversation Starter: Ask your FPWA financial professional:**

- *Who is my primary contact person? Is he or she a representative of an investment adviser or broker-dealer? Who can I talk to if I have concerns about how this person is treating me?*



Scan for more information

# EDUCATION SAVINGS PLAN FACT KIT

January 2, 2024

# AZ529

## ARIZONA'S EDUCATION SAVINGS PLAN

Key Features to Know Before You Start

Setting Up and Contributing to an Account

Managing and Modifying an Account

Making Withdrawals and Closing an Account

Tax Credit and Financial Aid Considerations

Additional Information

Participant Agreements



The AZ529, Arizona's Education Savings Plan is not insured by the state of Arizona or Fidelity Investments and neither the principal deposited nor the investment return is guaranteed by the state of Arizona or Fidelity Investments.

Established and maintained by the Arizona State Treasurer's Office and the Arizona State Board of Investment  
Managed by Fidelity Investments®.

## IMPORTANT PLAN INFORMATION

- Please consult your own tax advisor with respect to your specific situation.
- To the extent any tax advice is given, it is set forth to support the marketing of the AZ529, Arizona's Education Savings Plan.
- Neither the Arizona State Treasurer's Office, nor the Arizona State Board of Investment nor Fidelity Investments makes any guarantees of any type in regard to participation in the AZ529, Arizona's Education Savings Plan. Investment returns are not guaranteed. Your account may lose value.
- Some states offer favorable tax treatment or other benefits to their residents only if they invest in their own state's plan. Please carefully consider these factors before making any investment decision. You may want to consult with a qualified tax professional to learn more about the benefits or consequences of investing in a plan offered by your state or the designated Beneficiary's own state.
- Section 529 Qualified Tuition Programs are intended to be used only to save for Qualified Higher Education Expenses. These Programs are not intended to be used, nor should they be used, by any taxpayer for the purpose of evading federal or state taxes or tax penalties. Taxpayers may wish to seek tax advice from an independent tax advisor based on their own particular circumstances.
- In general, you should periodically assess, and if appropriate, adjust your investment choices with your time horizon, including your education time horizon, risk tolerance, and investment objectives in mind.
- Investing is an important decision. Please read all Offering Materials in their entirety before making an investment decision.



## KEY FEATURES TO KNOW BEFORE YOU START

### **The AZ529, Arizona's Education Savings Plan (AZ529 Plan) is a 529 College Savings Plan.**

529 plans are tax-favored plans authorized under Section 529 of the Internal Revenue Code. *More, page 54.*

The AZ529 Plan is offered by the state of Arizona with the Arizona State Treasurer's Office as Plan Administrator and the Arizona State Board of Investment as Plan Trustee and is managed by Fidelity Investments (Fidelity).

The state of Arizona offers several qualified tuition programs, including the AZ529 Plan.

The features of the AZ529 Plan described in this Fact Kit reflect the terms of the agreements between the Arizona State Treasurer's Office, the Arizona State Board of Investment and Fidelity. *More, pages 54, 55.*

### **AZ529 Plan Account has one Participant and one Beneficiary.**

The Participant must be a U.S. resident who is 18 years or older and has a Social Security number or Tax ID Number (Tax ID).

The Beneficiary must be an individual of any age, have a Social Security number or Tax ID, and may be related to the Participant or not; the same person can be both Participant and Beneficiary.

The Participant contributes to the account to pay for the Beneficiary's Qualified Higher Education Expenses. *More, page 45.*

Generally, the Beneficiary of an account can be changed to an eligible family member of the original Beneficiary. If the Beneficiary is changed to someone who is not an eligible family member of the original Beneficiary, there will be tax consequences and possibly penalties. *More, page 43.*

For tax purposes, account contributions are gifts; for control purposes, they remain the property of the Participant until distributed. *More, pages 8, 45.*

### **There are tax benefits as well as tax considerations.**

Investment gains, if any, in your AZ529 Plan Account are federal income tax-deferred. *More, page 45.*

There is no federal income tax for Arizona residents and taxpayers on withdrawals for Qualified Higher Education Expenses as defined by IRC Section 529. *More, pages 8, 45.*

There is a state income tax deduction for Arizona residents or taxpayers who make contributions to a 529 college savings plan. *More, page 9.*

Other withdrawals are usually taxable as ordinary income; some may carry a penalty tax as well. *More, page 46.*

Types of taxes involved may include income (both federal and state), gift, generation-skipping transfer, and estate. *More, pages 8, 47.*

You can rollover 529, Coverdell Education Savings Account (Coverdell ESA), or qualified U.S. Savings Bond assets to a AZ529 Plan Account, but certain restrictions apply. *More, page 10.*

Your usage of the AZ529 Plan may affect, or be affected by, scholarships and federal education tax credits. *More, pages 47, 51.*

Tax laws are complex and everyone's situation is different; consult with a tax professional before opening an account, making contributions and withdrawals, changing Beneficiaries, or taking any other action. *More, pages 8, 43, 45.*

Except where noted, any tax information in this document refers to federal taxes only, not state or local taxes, and is only summary information, not tax advice.

**Some states offer favorable tax treatment or other benefits to their residents only if they invest in their own state's plan. Please carefully consider these factors before making any investment decision. You may want to consult with a qualified tax professional to learn more about the benefits or consequences of investing in a plan offered by your state or the designated Beneficiary's own state.** *More, page 9.*

## HOW TO CONTACT FIDELITY

You can contact Fidelity to get more information on the AZ529 Plan through any of the ways described below:

### Online:

go to [www.fidelity.com/arizona](http://www.fidelity.com/arizona)

### Phone:

1-800-544-1262

### In Person:

Call 1-800-FIDELITY for the nearest investor center

### Mail:

AZ529, Arizona's Education Savings Plan

c/o Fidelity Investments  
College Plan Service Center  
P.O. Box 770001  
Cincinnati, OH 45277-0015

**AZ529**  
ARIZONA'S EDUCATION SAVINGS PLAN

### There are limits to contributions.

You can open an account with as much as \$575,000 for the 2023-2024 account year (October 1st - September 30th), but conditions apply. *More, pages 8, 9.*

Participants can also establish a systematic investing plan on an account with a minimum of \$15 a month or \$45 a calendar quarter. *More, pages 8, 9.*

Contributions to a AZ529 Plan Account must be made in the form of a check, electronic transfer, or other form of cash (other than currency). Stocks, bonds, or other property cannot be accepted. *More, pages 9, 10.*

### You decide how assets are allocated by choosing Portfolios; Fidelity selects the underlying investment options in which each Portfolio invests.

The AZ529 Plan offers Participants a range of Portfolios that invest (1) primarily in actively-managed Fidelity mutual funds (Fidelity Funds), (2) in index Fidelity mutual funds (Fidelity Index), (3) in a combination of actively-managed and index Fidelity mutual funds (Fidelity Blend), (4) in a stable value separately-managed account that may invest in individual securities or actively-managed and/or index Fidelity mutual funds and investment contracts issued by third-party insurance companies or banks, and (5) in an interest-bearing deposit account. *More, page 12.*

Participants can choose an Age-Based or Custom Strategy. *More, page 42.*

You can move previously invested money among the Portfolios twice per calendar year and upon the change in a designated Beneficiary but can change the allocation for future contributions at any time. *More, page 43.*

An investment in the Portfolios is subject to risk and fluctuation. Such risks include, but are not limited to, market risk, interest rate risk, foreign investment risk, credit risk, and geographic concentration risk. *More, page 14.*

### Participants incur fees and expenses.

For AZ529 Plan Portfolios (1) that invest primarily in actively-managed Fidelity mutual funds, the total annual asset-based fee is 0.17% plus the Portfolio Management Fees and any underlying mutual fund expenses; (2) that invest in index Fidelity mutual funds, the total annual asset-based fee is 0.09% plus the Portfolio Management Fees and any underlying mutual fund expenses; (3) that invest in a combination of actively-managed and index Fidelity mutual funds, the total annual asset-based fee is 0.12% plus the Portfolio Management Fees and any underlying mutual fund expenses; (4) that invest in a stable value separately-managed account that may invest in individual securities or actively-managed and/or index Fidelity mutual funds and investment contracts issued by third-party insurance companies or banks, the total annual asset-based fee is 0.08% plus the Portfolio Management Fees, any underlying mutual fund expenses, and the Stable Value Portfolio Insurance Wrap Fee ("Insurance Wrap Fee"); and (5) that invest in an interest-bearing deposit account, the total annual asset-based fee is 0.05% to 0.10%, depending on the daily Federal Funds Target Rate, plus a Bank Administration Fee of 0.00% to 0.40%, depending on the daily Federal Funds Target Rate. *More, page 31.*

Participants can review the fee and expense structure of each Portfolio currently available through the AZ529 Plan. *More, pages 32-37.*

### Historical performance and expense ratios for the AZ529 Plan.

Expense ratios of the Portfolios and underlying mutual funds are important factors in evaluating performance. *More, pages 28-30.*

Review past performance of the AZ529 Plan Portfolios. *More, pages 25-27.*

### Risks of investing in the Plan.

Your investment in the AZ529 Plan is subject to certain risks. *More, pages 14.*

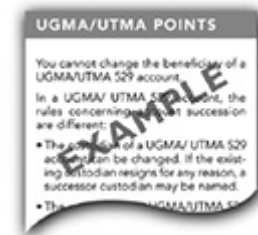
Those risks include, but are not limited to:

- the risk that the value of your AZ529 Plan Account may decrease;
- the risk that laws (both federal and state) affecting your account may change while your account is open;
- the risk that any changes made to the original structure or investment objectives of the AZ529 Plan may render it less favorable to investors; and
- the risk that contributions to a AZ529 Plan Account may affect the Participant's or Beneficiary's eligibility for financial aid or other benefits.

Please consider your investment objectives, risk tolerance, time horizon, and other factors to determine if saving in the AZ529 Plan is appropriate for you.

### FACT KIT FEATURES TO NOTE

Tax and other rules apply differently to a 529 account that is also a Uniform Gifts/Transfers to Minors Act (UGMA/UTMA) account. If you have one of these types of accounts, be sure to read the information in the "UGMA/UTMA Points" boxes that appear throughout this document.



Trust accounts may also be subject to slightly different rules. Consult with a trust professional for any AZ529 Plan Account where the Participant is a trust.



# Glossary of Common AZ529 Plan Terms

**529 College Savings Plan** - 529 plans are tax-advantaged college savings plans authorized under Section 529 of the Internal Revenue Code and can be used for qualified higher education expenses as defined by IRC Section 529.

**Actively-Managed Mutual Funds** - Actively-Managed Mutual Funds are mutual funds that invest in a variety of stocks, bonds, and/or money market funds that coincide with a fund's investment objective and are actively managed by the Portfolio Manager.

**Administrator** - The Administrator is responsible for the implementation of the AZ529 Plan. The Arizona State Treasurer's Office is the Administrator of the Trust.

**Age-Based Portfolios** - Age-Based Portfolios are investment options designed to accommodate Beneficiaries based on age. Some Portfolios invest primarily in actively-managed Fidelity mutual funds, some invest in Fidelity index funds, and others may invest in a combination of actively-managed and index Fidelity mutual funds.

**Age-Based Strategy** - With an Age-Based Strategy, the Participant invests in an Age-Based Portfolio that corresponds to the Beneficiary's birth year. Each Portfolio becomes increasingly more conservative over time as the Beneficiary approaches college age.

**Bank Deposit Portfolio** - The Bank Deposit Portfolio is an investment option composed exclusively of a deposit in a FDIC-insured interest-bearing deposit account and accommodates Beneficiaries without regard to age.

**Beneficiary** - A Beneficiary is the individual for whom the account is established. The Participant can set up an account for anyone, including themselves. The Beneficiary may be of any age and must have a Social Security number or Tax ID. The Participant is the only person who can change the Beneficiary.

**Contingent Successor Participant** - A Contingent Successor Participant is the person designated by the Participant to assume ownership of the account in the event the Participant and Successor Participant die while there is still money in the account. The Contingent Successor Participant must be a U.S. resident, maintain a U.S. mailing and legal address, have a Social Security number or Tax ID, and be at least 18 years old.

**Contribution Limit** - The Contribution Limit restricts the amount that can be contributed to a AZ529 Plan Account. The contribution limit for the AZ529 Plan is \$575,000 for the 2023-2024 account year (October 1st - September 30th).

**Custom Strategy** - A Custom Strategy provides the opportunity to choose the Portfolio(s) and allocation(s) in which to invest in an account.

**Distributee** - The Distributee is the person who may be subject to tax on a withdrawal from a 529 plan account. The Distributee may be the Participant or Beneficiary.

**Eligible Educational Institution** - Eligible educational institutions are those higher education institutions that meet specific federal accreditation standards, including eligibility to participate in a federal financial aid program. These institutions include most four-year colleges and universities (both for undergraduate and advanced degrees), many two-year institutions, many proprietary and vocational institutions, and foreign institutions that are eligible for the federal student loan program, including some foreign medical schools.

**Expense Ratio** - The Expense Ratio is the ratio of expenses to average net assets for a fund or Portfolio for a given period of time.

**Fact Kit** - The Fact Kit is the document that provides investors with comprehensive information on the AZ529 Plan's features, benefits, risks, fees and expenses, and performance as well as pertinent legal and tax disclosures.

**Federal Deposit Insurance Corporation** - The Federal Deposit Insurance Corporation (FDIC) is an independent agency of the United States government that protects you against the loss of your deposits if an FDIC-insured bank or savings association fails.

**Federal Deposit Insurance Corporation Insurance Coverage** - The Federal Deposit Insurance Corporation Insurance Coverage (FDIC Insurance Coverage) covers all deposit accounts at insured banks and savings associations up to \$250,000 per depositor in each bank or savings association.

**Fidelity Mutual Funds** - Fidelity Mutual Funds are mutual funds that are professionally managed by Fidelity Investments.

**Individual Fund Portfolios** - Individual Fund Portfolios are investment options designed to invest in a single mutual fund and accommodate Beneficiaries without regard to age.

**Index Mutual Funds** - Index Mutual Funds are mutual funds that invest in stocks or bonds that are included in a specific index and are not frequently traded or managed by the Portfolio Manager.

**Non-Qualified Withdrawal** - A Non-Qualified Withdrawal is money distributed from a 529 plan account and not used for Qualified Higher Education Expenses. These withdrawals will be treated as income to the Distributee and taxed at the Distributee's tax rate. In addition, a 10% federal penalty tax may apply to the investment gains portion of the non-qualified withdrawal.

**Participant** - The Participant is the person establishing the account. The Participant must be a U.S. resident, maintain a U.S. mailing and legal address, have a Social Security number or Tax ID, and be at least 18 years old at the time an account is opened and when a contribution is made to an account. Each 529 plan account can have only one Participant.

**Participation Agreement** - The Participation Agreement is a binding legal agreement executed by the Participant, the State Sponsor, and the Program Manager.

**Program Manager** - The Program Manager enters into contracts with a state to provide administrative and management services to a 529 plan sponsored by a specific state or state agency. Fidelity Investments administers and manages the AZ529 Plan.

**Qualified Higher Education Expenses** - Qualified Higher Education Expenses are defined in Section 529 of the Internal Revenue Code and include (1) most higher education expenses at an Eligible Educational Institution, (2) fees, books, supplies, and required equipment associated with enrollment in an apprenticeship program registered and certified with the Secretary of Labor under Section 1 of the National Apprenticeship Act, (3) up to an aggregate amount of \$10,000 per calendar year (from all accounts established for the same beneficiary) in tuition expenses at public, private, and religious elementary and secondary educational institutions, and (4) the principal or interest on any qualified education loan (as defined in section 221(d) of the Code) of a 529 plan designated beneficiary or a sibling of the designated beneficiary subject to a lifetime limit (from all accounts established for the same beneficiary) of \$10,000 per individual. Distributions from a 529 plan account that are used to pay Qualified Higher Education Expenses are not generally subject to federal income tax.

**Qualified Withdrawal** - A Qualified Withdrawal is a distribution from a 529 plan account that is used for Qualified Higher Education Expenses and is generally not subject to federal income tax.

**Rollover** - A Rollover allows a Participant to transfer the value of (1) a Coverdell Education Savings Account (Coverdell ESA), a qualified U.S. savings bond, or a 529 plan account into a 529 plan account or (2) a 529 account to an ABLE account (subject to certain restrictions) without subjecting the rollover amount to federal income tax when certain conditions are met.

**Section 529** - Section 529 of the Internal Revenue Code (26 U.S.C. 529) defines the specific requirements for "qualified tuition programs," including 529 college savings plans.

**Stable Value Portfolio** - the Stable Value Portfolio is an investment option that invests in a stable value separately-managed account that may invest in individual securities or actively-managed and/or index Fidelity mutual funds and investment contracts issued by third-party insurance companies or banks and is designed to accommodate Beneficiaries without regard to age.

**State Sponsor** - The State Sponsor is the state or state agency that establishes and maintains the 529 College Savings Plan. The state of Arizona has established the AZ529 Plan and appointed the Arizona State Treasurer's Office as Plan Administrator and the Arizona State Board of Investment as Plan Trustee to maintain the AZ529 Plan.

**Static Portfolios** - Static Portfolios are investment options designed to accommodate Beneficiaries without regard to age.

**Successor Participant** - A Successor Participant is the person designated by the Participant to assume ownership of the account in the event the Participant dies while there is still money in the account. The Successor Participant must be a U.S. resident, maintain a U.S. mailing and legal address, have a Social Security number or Tax ID, and be at least 18 years old.

**Trust** - The Trust is the Arizona Education Savings Plan Trust Fund which was established by the State Sponsor to hold the assets of the AZ529 Plan.

**Trustee** - The Trustee has oversight over the AZ529 Plan. The Arizona State Board of Investment is the Trustee of the Trust.

**UGMA/UTMA 529 Account** - A UGMA/UTMA 529 account is a 529 plan account established by a UGMA/UTMA custodian. All assets held in a UGMA/UTMA 529 account belong to the minor (Beneficiary) and all such assets may only be used for the benefit of the minor. The applicable state UGMA/UTMA statute will govern the account.

**Unit** - Units of the Portfolios are purchased by Participants. The Units are municipal securities, and their sale is regulated by the Municipal Securities Rulemaking Board.

# Table of Contents

## Setting Up and Contributing to an Account

<b>Deciding How Much to Contribute</b> .....	<b>8</b>
Amounts associated with opening and contributing to an account as well as gift, generation-skipping transfer, estate, and state tax issues, and creditor protection considerations	
<b>Opening an Account and Making Contributions</b> .....	<b>9</b>
Options for making initial investments in new and rollover accounts	

## Managing and Modifying an Account

<b>Investment Options</b> .....	<b>12</b>
Descriptions of the AZ529 Plan's age-based, static allocation, individual fund, stable value, and bank Portfolios.	
<b>Understanding Portfolio Strategies and Risks</b> .....	<b>14</b>
An overview of asset allocation and how the Portfolios use it as well as brief descriptions of the main types of risk that can affect a Portfolio's performance	
<b>Portfolio Performance</b> .....	<b>24</b>
Data on historical performance of the Portfolios	
<b>Account and Portfolio Expenses</b> .....	<b>31</b>
Information about the Portfolio expense ratios, underlying fund expense ratios, and hypothetical investment cost charts	
<b>Choosing Your Investments</b> .....	<b>42</b>
Descriptions of the AZ529 Plan's Age-Based and Custom Strategies, and factors that may help you decide which one is right for you	
<b>Changing the Beneficiary</b> .....	<b>43</b>
Information on using the AZ529 Plan's Beneficiary Change Form and the rules and restrictions on changing Beneficiaries	
<b>Changing the Participant (Account Holder)</b> .....	<b>44</b>
Choosing a "Successor Participant" and the advantages of doing so	

## Making Withdrawals and Closing an Account

<b>Determining the Tax Status of a Withdrawal</b> .....	<b>45</b>
Which types of withdrawals (and other distributions) generally are tax-free, which are taxable, and which federal taxes may be involved as well as information on exceptions to the tax rules and details on what types of college expenses qualify for favorable tax treatment	
<b>Requesting a Withdrawal</b> .....	<b>47</b>
Making a withdrawal by phone, form, or online and the type of information you'll need to provide	
<b>Making a Rollover or Transfer Withdrawal or Closing an Account</b> .....	<b>48</b>
Making a final withdrawal, rollover to another 529 account or ABLE account or transfer to a Roth IRA, or other distribution	
<b>Frequently Asked Questions</b> .....	<b>50</b>
Commonly asked questions and their answers	
<b>Tax Credit and Financial Aid Considerations</b>	<b>51</b>
<b>Additional Information</b>	
<b>AZ529 Plan's Legal and Business Structure</b> .....	<b>54</b>
An overview of the state sponsor and the state's role in the AZ529 Plan, its governance, the program manager, the portfolio managers, and the regulatory and legal structure of the AZ529 Plan	
<b>The Underlying Mutual Funds</b> .....	<b>58</b>
Descriptions of the underlying Fidelity mutual funds and the main investment risks associated with the funds	
<b>The Bank Deposit Portfolio</b> .....	<b>70</b>
Description of the underlying deposit account, the Bank Deposit Portfolio, FDIC Insurance Coverage, interest rate and the main investment risks associated with the investment option.	
<b>Participant Agreements</b>	
<b>Participation Agreement</b> .....	<b>72</b>
<b>Successor Designation Agreement</b> .....	<b>76</b>

---

Any information concerning this offering beyond what is contained in the Fact Kit is unauthorized. These securities have not been registered with the Securities and Exchange Commission, nor with any state securities commissions. To get prospectuses for the mutual funds held by the Portfolios, call Fidelity at 1-800-544-6666 or go to [www.fidelity.com/funds](http://www.fidelity.com/funds).

---

# Setting Up and Contributing to an Account

This section tells you what you need to know to get started with your AZ529 Plan Account. Be sure to read the Fact Kit, Participation Agreement, and the brokerage account Customer Agreement. You need to execute both agreements in order to open an account.

**Note that the tax information here is general information only, and that it refers to federal income tax and other federal taxes but not to any state and local taxes that may apply, except where noted.**

**SOME STATES OFFER FAVORABLE TAX TREATMENT OR OTHER STATE BENEFITS TO THEIR RESIDENTS ONLY IF THEY INVEST IN THEIR OWN STATE'S PLAN. BEFORE MAKING ANY INVESTMENT DECISION, YOU MAY WANT TO CONSULT WITH A QUALIFIED TAX PROFESSIONAL TO LEARN MORE ABOUT THE BENEFITS OR CONSEQUENCES OF INVESTING IN A PLAN OFFERED BY YOUR STATE OR THE DESIGNATED BENEFICIARY'S HOME STATE.**

**The Arizona State Treasurer's Office, Arizona State Board of Investment, and Fidelity Investments do not make any guarantees of any type in regard to participation in the AZ529 Plan.**

## DECIDING HOW MUCH TO CONTRIBUTE

### Minimum to Open an Account

- No initial minimum contribution
- \$15 if you set up systematic contributions of at least \$15 a month

### Minimum to Add to an Account

- No minimum for additional contribution
- \$15 a month, or \$45 a calendar quarter, with a systematic contribution plan

You can also contribute using special credit card reward points. Contact Fidelity for more information.

### Maximum Contribution Without Potential Gift or Generation-Skipping Transfer Tax Impact

- \$18,000 a year from any Participant to a given Beneficiary, with no other gifts to the Beneficiary that year
- \$90,000 in one year, if made as an "accelerated gift," with no other gifts to the Beneficiary during that year and the next four calendar years

**Gift and generation-skipping transfer tax considerations.** Gift tax and generation-skipping transfer (GST) tax may be triggered by gifts from one individual to another of more than \$18,000 a year. For gift and estate tax purposes, 529 plan contributions are considered completed gifts.

Each individual has a \$13,610,000 (as of 2024, and indexed for inflation) lifetime exemption equivalent that may be applied to gifts in excess of the gift tax annual exclusion amounts referred to above made after December 31, 2017 and before January 1, 2026, and a \$5,600,000 (indexed for inflation) lifetime exemption equivalent that may be applied to gifts made before January 1, 2018 or after December 31,

2025. Each individual has a \$13,610,000 estate and generation-skipping tax exemption (as of 2024, subject to annual upwards adjustment for inflation), reduced by the amount of lifetime gifts made by such individual in excess of the annual gift tax exclusion amounts, for death occurring after December 31, 2017 and before January 1, 2026, and a \$5,600,000 (indexed for inflation) estate and generation-skipping tax exemption, reduced by the amount of lifetime gifts made by such individual in excess of the annual gift tax exclusion amounts, for death occurring before January 1, 2018 or after December 31, 2025.

However, for any Beneficiary, you can contribute up to five times the annual tax-free maximum (currently \$90,000 per individual, \$180,000 per married couple) at one time. So long as you file Form 709 with your federal tax returns for the year the contribution was made and make no other taxable gifts to the Beneficiary during that year or the next four calendar years, your 529 plan contribution will be treated as five equal yearly gifts. It should not trigger gift or GST tax nor should you have to use any exemptions or credits associated with them. Note that the larger your 529 plan contributions, the less you may be able to give in the way of other gifts without incurring gift or GST tax.

**State tax considerations.** Under Arizona income tax law, contributions and any account earnings grow tax deferred. Distributions used for Qualified Higher Education Expenses will not be subject to Arizona state income tax for Arizona residents or taxpayers, but there may be other state or local taxes that may apply depending on where you and the Beneficiary live. As with most legislation, tax laws can change, and you should consult with a qualified tax professional before making any investment decisions.

Arizona residents and taxpayers are eligible to take a state tax deduction on contributions made to a qualified tuition plan. The annual tax deduction shall not exceed \$2,000 per beneficiary for single individuals and \$4,000 per beneficiary for married couples filing jointly, effective retroactively to taxable years beginning December 31, 2020.

**State tax and other benefits should be one of many factors considered in your investment decision-making process.**

**You may want to consult with a qualified tax professional on how the potential benefits associated with an investment in your own state's plan would apply to your specific situation as well as contact your home state plan to learn more about its features.**

**If you or the designated Beneficiary is not a resident of Arizona, you may want to consider, before investing, whether your or the designated Beneficiary's home state offers its residents a plan with alternate state tax advantages or other state benefits such as financial aid, scholarship funds, and protection from creditors.**

**Estate tax considerations.** If a Participant makes an accelerated gift but

dies during the five-year period, the portion of the gift allocated to the calendar years after the year of death is considered part of the Participant's estate for estate tax purposes.

### **Creditor Protection**

The United States Bankruptcy Code provides that contributions to 529 accounts may be protected from creditors in bankruptcy proceedings, subject to certain limitations. Should you file for relief under the Bankruptcy Code, your 529 account will be protected if, at the time the contributions were made, the designated Beneficiary was your child, stepchild, grandchild, or stepgrandchild (including a child, stepchild, grandchild, or stepgrandchild through adoption or foster care), subject to the following limits:

- Contributions made to all 529 accounts for the same designated Beneficiary at least 720 days before a federal bankruptcy filing are completely protected;
- Contributions made to all 529 accounts for the same designated Beneficiary more than 365 days but less than 720 days before a federal bankruptcy filing are protected up to \$7,575; and
- Contributions made to all 529 accounts for the same designated Beneficiary less than 365 days before a federal bankruptcy filing are not protected against creditor claims in federal bankruptcy proceedings.

Your own state law may offer additional creditor protections. Consult with an attorney regarding your specific situation.

### **Maximum Allowable Contribution**

- Adjusted yearly; \$575,000 per Beneficiary for the 2023-2024 account year (October 1st - September 30th).

One individual can be the Beneficiary of multiple accounts in the AZ529 Plan or any other qualified tuition program sponsored by the state of Arizona, but if the total value of those accounts is at the maximum contribution limit, you may not start or add to an account in any qualified tuition program issued by the Arizona State Board of Investment for that Beneficiary. If a contribution shall cause the total value of the accounts to exceed the maximum contribution limit, the excess will be returned to you.

### **OPENING AN ACCOUNT AND MAKING CONTRIBUTIONS**

You can open an account online at [www.fidelity.com/arizona](http://www.fidelity.com/arizona), or by mail using the application that comes with this Fact Kit. You can transmit your initial contribution online, by phone, by mail, or in person at any Fidelity Investor Center. An AZ529 Plan Account must be in the name of only one person (who is referred to as the Participant). The Participant must be a U.S. resident, maintain a U.S. mailing and legal address, have a Social Security number or Tax ID and be at least 18 years old at the time an account is opened and when a contribution is made to an account. If you do not maintain a U.S. residency, Fidelity may in its sole discretion restrict your right to access any or all of the AZ529 Plan Account features, products, investments, or services. We will accept contributions only by or on behalf of the Participant.

Note that by law, all contributions have to be in the form of a check, electronic transfer, or other form of cash (other than currency). Stocks, bonds, or other property cannot be accepted.

Contributions to a AZ529 Plan Account purchase Units of the Portfolios, which are municipal securities. For more information on the Portfolios and their Units, see page 58.



The state of Arizona offers investors a choice of qualified tuition programs. Each qualified tuition program has its own unique program manager, investment options, pricing, fees, and program features. For more information on these qualified tuition programs, please contact the Arizona State Treasurer's Office at (602) 542-7529 or go to <https://az529.gov/>.

### Contributing with a Systematic Plan

- Automatic Investments let you set up monthly or quarterly automatic transfers from a bank, money market account, or Fidelity brokerage account (which would require a liquidation of designated assets held in the brokerage account and payment of any applicable taxes) into your AZ529 Plan Account; to set up this service, the Participant's name must be identical on both accounts
- Direct Deposit lets you set up automatic contributions in the form of paycheck deductions; ask your employer if they offer this service

**Facts to know when setting up a systematic plan.** You can set up a systematic plan at the outset using your account application, or you can add one to an existing account at [www.fidelity.com](http://www.fidelity.com) or by calling 1-800-544-1262.

When setting up a systematic plan, it may take up to 30 days for your first contribution to occur. Note that systematic plan transfers may be suspended if the total value of all accounts for a designated Beneficiary in the AZ529 Plan or in any qualified tuition program issued by the Arizona State Board of Investment reaches the maximum contribution limit.

### Making Individual Contributions

- By check - ideal for opening an account or contributing by mail or in person
- By Electronic Funds Transfer (EFT) - setting up this feature lets you request transfers from a bank or money market account into your AZ529 Plan Account online or by phone at any time
- By wire - be aware that your bank may charge a fee for wiring funds
- By Fidelity Account® transfer - move money from your Fidelity brokerage account (which would require a liquidation of designated assets held in the brokerage account and payment of any applicable taxes) into your AZ529 Plan Account

To set up any of these services, the Participant's name must be identical on both accounts.

### Making a Transfer or Rollover from Another Account

- From another 529 account: get a College Planning Rollover Form by calling 1-800-544-1262 or at the "Customer Service" tab at [www.fidelity.com](http://www.fidelity.com)
- From a Coverdell Education Savings Account (Coverdell ESA) or a qualified U.S. Savings Bond: call 1-800-544-1262

**529 plan, Coverdell, and savings bond transfers can have federal tax liability if improperly handled.** When making a transfer, be sure that the proceeds are placed into the AZ529 Plan Account within 60 days of their distribution from the source account.

Also, we need a statement from the source account's provider that details how much of the distribution is principal and how much is earnings or interest. You can get a statement from the source account's provider yourself, or

you can ask us to do so. If we don't have this information, we're required by law to consider your entire rollover amount to be earnings, which could increase the tax owed on future withdrawals.

Finally, make sure the Beneficiary of the new AZ529 Plan Account is:

- the same Beneficiary or an eligible family member of the original Beneficiary **for money from 529 accounts**
- the same **as that of the source account for money from Coverdell ESAs**
- the savings bond owner or a spouse or dependent of the owner **for money from the redemption of qualified U.S. savings bonds; if income limitations aren't met, your rollover may be taxable**

## UGMA/UTMA POINTS

Using assets in an existing UGMA/UTMA account to make contributions to a UGMA/UTMA 529 account can have benefits as well as limitations:

- To use UGMA/UTMA assets to invest in a 529 plan, the account's custodian must first convert them into cash by selling them. The minor, or his/her parents, are responsible for any resulting taxes.
- UGMA/UTMA statutes will continue to apply to a UGMA/UTMA 529 account. The UGMA/UTMA custodian becomes the Participant of the 529 account, and the minor becomes the Beneficiary. The assets remain the property of, and can only be used to benefit, the Beneficiary.
- When the minor/Beneficiary reaches the age when a UGMA/UTMA account must be terminated, the custodian must change the account registration to a non-UGMA/UTMA 529 account that has the former minor as both Participant and Beneficiary.
- Money in a UGMA/UTMA account can be invested in a UGMA/UTMA 529 account without gift or GST tax. However, an accelerated gift is not an option when adding new money to a UGMA/UTMA 529 account.

## CONTACTING FIDELITY

You can reach us to ask questions, set up or change account features, arrange transactions, and request forms. Most services can be handled through any method shown here, generally 24 hours a day.

**Online:** go to  
[www.fidelity.com/arizona](http://www.fidelity.com/arizona)

**Phone:** 1-800-544-1262

**In person:** Call 1-800-FIDELITY for the nearest Fidelity Investor Center

**Mail:** AZ529, Arizona's Education Savings Plan, c/o Fidelity Investments, College Plan Service Center, P.O. Box 770001, Cincinnati, OH 45277-0015

# Managing and Modifying an Account

**This section discusses the AZ529 Plan's investment options and how to choose among them. There's also information about monitoring your account and changing Beneficiaries.**

## INVESTMENT OPTIONS

The AZ529 Plan's investment options consist of a range of professionally managed Portfolios created for the use of education investors.

The Portfolios invest in (1) a mix of stock, bond, and money market Fidelity mutual funds; (2) a single Fidelity mutual fund; (3) a stable value separately-managed account that may invest in individual securities or Fidelity mutual funds and investment contracts issued by third-party insurance companies or banks; and (4) an interest-bearing deposit account. (For simplicity, in this document, we use the terms "stock" and "bond" to indicate the broader universe of equity and debt securities, respectively.)

### Age-Based Portfolios

These Portfolios are keyed to a Beneficiary's year of birth and the approximate year in which a Beneficiary is anticipated to start college. Each of the Portfolios has the same investment objective: capital appreciation with reasonable safety of principal, consistent with the ages of the Beneficiaries for whom the Portfolio was designed.

The names of most of the Age-Based Portfolios reflect the approximate year that a Beneficiary is anticipated to turn 18 and start college. The one exception is the College Portfolio, which has a fixed target allocation that's designed to be appropriate for the time when a Beneficiary is withdrawing money to attend college.

About every three years, Fidelity creates a new Age-Based Portfolio for the youngest Beneficiaries, and transfers the assets in the oldest Age-Based Portfolio to the College Portfolio. The transfer process usually occurs when the portfolio reaches an allocation similar to that of the College Portfolio.

As part of the age-based methodology, you have the option of choosing Age-Based Portfolios that invest primarily in actively-managed mutual funds ("**Fidelity Funds Portfolios**"), index mutual funds ("**Fidelity Index Portfolios**"), or a combination of actively-managed and index mutual funds ("**Fidelity Blend Portfolios**"). **Fidelity Funds Portfolios** invest in a variety of stocks, bonds or money market funds that coincide with a fund's investment objective. The investment philosophy may result in more frequent trading, and therefore, have greater volatility and expenses but possibly better returns. Conversely, **Fidelity Index Portfolios** invest in stocks or bonds that are included in a specific index (such as the Standard & Poor's 500® Index). Since the investment objective of an index fund is to achieve investment results similar to that of a specific index, an index fund neither engages in frequent trading nor assumes risk exposure greater than the index, which tends to result in lower expenses and volatility but possibly lower returns relative to actively-managed portfolios. **Fidelity Blend Portfolios** invest in a combination of actively-managed and index mutual funds that invest in stocks, bonds, or short-term funds that are aligned with each fund's investment objective.

The allocations of the Age-Based Portfolios change over time. Except for the College Portfolio, which has a fixed target allocation, each Portfolio begins with a growth-oriented allocation, then gradually shifts to an allocation that is oriented more toward income and capital preservation.

The allocation path used by these Portfolios is designed to ensure that at any given point in its life cycle, an Age-Based Portfolio will have an allocation that is neither overly aggressive nor overly conservative in relation to its time horizon. The actual asset

allocations of the Age-Based Portfolios may vary from the approximate allocations illustrated on the Glide Path chart that follows.

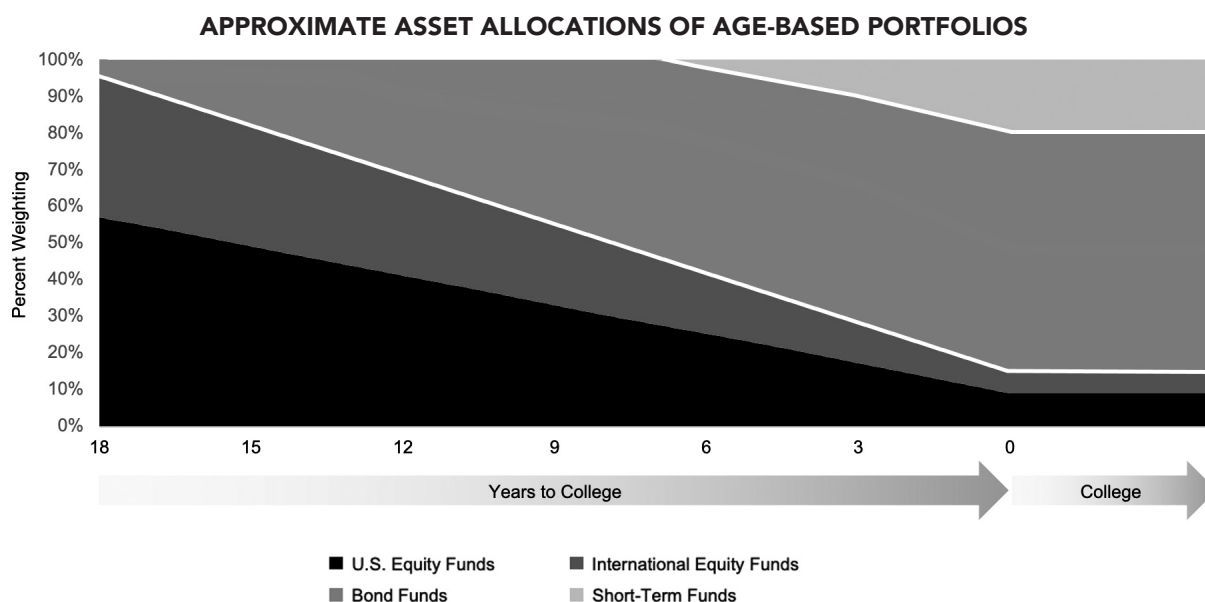
Fidelity may also use its proprietary asset allocation research to make active asset allocation decisions in the Age-Based **Fidelity Funds Portfolios** and Age-Based **Fidelity Blend Portfolios** by overweighting or underweighting certain asset classes. Such active asset allocation decisions may better enable the Portfolios to take advantage of short-to-medium term

opportunities and market conditions. At any time, the actual asset allocation of the Age-Based **Fidelity Funds Portfolios** and Age-Based **Fidelity Blend Portfolios** may vary +/- 10% within Equity (U.S. Equity and Non-U.S. Equity), Bond, and Short-Term Debt Funds from the approximate asset allocation of those Portfolios that are illustrated on the following Glide Path chart.

Fidelity may also make active asset allocations within other asset classes

(including Commodities, High Yield Debt, Floating Rate Debt, Real Estate Debt, and Emerging Markets Debt) of the Age-Based **Fidelity Funds Portfolios** and Age-Based **Fidelity Blend Portfolios** from 0% to 10% individually but no more than 25% in aggregate within those other asset classes. Please see page 58 for more information on Portfolio asset allocation.

The following Glide Path chart illustrates the approximate asset allocation among asset classes, U.S. Equity Funds (Domestic Equity Funds), Non-U.S. Equity Funds (International Equity Funds), Bond Funds, and Short-Term Debt Funds, relative to a beneficiary's investment time horizon to college matriculation. The chart also illustrates how these allocations may change over time without notice. The actual asset allocations may differ from this illustration.



### Static Portfolios

These Portfolios have target asset class allocations that do not change over time. Each Portfolio has its own investment objective:

- **Aggressive Growth Portfolio:** growth of capital over the long term. The Portfolio invests 100% of its assets in equity mutual funds.

- **Moderate Growth Portfolio:** maximize total return over the long term by allocating its assets among equity and bond mutual funds. Maintains a neutral mix over time of approximately 70% of assets in equity mutual funds.
- **Conservative Portfolio:** preservation of capital by allocating its assets among bond and money market mutual funds; income is a

secondary objective. It will be invested approximately 45% in bond mutual funds and 55% in short-term bond and money market mutual funds at all times.

Rather than being keyed to the age of a Beneficiary, these Portfolios are intended for use by Participants who want a more active role in determining the asset allocation of their

accounts and are designed for Beneficiaries of any age.

You have the option of choosing Static Portfolios that invest in **Fidelity Funds** or **Fidelity Index Funds**.

The actual allocations within the asset classes of these Portfolios may vary from time to time without notice.

### Individual Fund Portfolios\*

Each of the Individual Fund Portfolios has the same investment objective as the underlying mutual fund in which it invests and is designed for Beneficiaries of any age. The Individual Fund Portfolios invest in **Fidelity index mutual funds** and are as follows:

- **Intermediate Treasury Index Portfolio** Invests in the Fidelity Intermediate Treasury Bond Index Fund;
- **International Index Portfolio** Invests in the Fidelity Global ex U.S. Index Fund;
- **Fidelity 500 Index Portfolio** Invests in the Fidelity 500 Index Fund; and
- **Total Market Index Portfolio** Invests in the Fidelity Total Market Index Fund.

Fidelity may change the underlying mutual funds of a Portfolio, including Individual Fund Portfolios, at any time without notice. Such changes may result in changes to a Portfolio's expense ratio.

### Stable Value Portfolio

The Stable Value Portfolio seeks the preservation of principal while earning a level of income that is consistent with principal preservation. The Portfolio is composed of a stable value separately-managed account that may invest in individual securities or actively-managed and/or index Fidelity mutual funds and investment contracts issued by third-party insurance

companies or banks. Fidelity has entered into contractual arrangements with third-party insurance providers on behalf of the Trust, which is the Policyholder of the insurance contracts, to help the Stable Value Portfolio provide a steady, positive annual rate of return. The insurance contract is made by the insurance companies to the Policyholder not to the Participants.

**AZ529 Plan Participants invested in the Stable Value Portfolio may not move or exchange money from the Stable Value Portfolio to the Bank Deposit Portfolio. Please carefully review your Portfolio selection before investing in the AZ529 Plan. You may want to consult a financial or tax professional before investing.**

### Bank Deposit Portfolio

The Bank Deposit Portfolio seeks the preservation of principal. The Portfolio is composed exclusively of a deposit in a FDIC-insured interest-bearing Negotiable Order of Withdrawal (NOW) account held at Wells Fargo Bank, N.A. (Bank). This portfolio is designed for Beneficiaries of any age. For more details on the Bank Deposit Portfolio, see pages 31 and 70.

#### BANK DEPOSIT PORTFOLIO

Although the underlying deposits are eligible for FDIC insurance, subject to applicable federal deposit insurance limits, the Units of the Bank Deposit Portfolio are not insured or guaranteed by the FDIC or any other government agency. You are responsible for monitoring the total amount of your assets on deposit at the Bank, including amounts held directly at the Bank. All such deposits held in the same ownership capacity at the Bank are subject to aggregation and to the current FDIC insurance coverage limitation of \$250,000.

### PORTFOLIO AND FUND

To help ensure that money in 529 plans is invested appropriately for the Beneficiary, federal law prohibits Participants and Beneficiaries from directing their 529 account's investments. The AZ529 Plan's menu of professionally managed Portfolios is designed to give you a full range of investment options within the law's limits.

For details on the individual mutual funds used by the Portfolios, including strategies, risks, expenses, and performance, see page 58.

For additional information on the investment manager and terms of the AZ529 Plan agreement among the Arizona State Treasurer's Office, the Arizona State Board of Investment, and Fidelity Investments, see page 54.

### UNDERSTANDING PORTFOLIO STRATEGIES AND RISKS

Each Portfolio has its own asset allocation and, as a result, its own risk and performance characteristics. When selecting a Portfolio, you'll probably want to consider your investment objectives, risk tolerance, time horizon, and other factors you determine to be important.

A Portfolio's risk and potential return are functions of its relative weightings of stock, bond, and money market investments. In general, the greater a Portfolio's exposure to stock investments, the higher its risk (especially short-term volatility) and its potential for superior long-term performance. The more exposure a Portfolio has to bond and money market investments, the lower its risk and its potential long-term returns. There are also variations in risk/return levels within the stock and bond categories. For example, international stocks typically have higher risk levels than domestic stocks.

An allocation emphasizing stocks is generally considered appropriate when the investment goal is many



years away. As the goal becomes closer, an investor's concern generally shifts from capital growth to capital preservation, as is reflected in the Age-Based Portfolios' allocation path. Although an active asset allocation strategy within the Age-Based **Fidelity Funds Portfolios** and Age-Based **Fidelity Blend Portfolios** is designed to add value to the Portfolios, there is no guarantee any value will be added, and the strategy may result in losses to the Portfolios or may cause the Portfolios to have a different risk profile from that depicted in the Plan's asset allocation charts.

Each Portfolio generally intends to remain fully invested. However, to the extent that a Portfolio does hold cash, it may invest it in short-term collateralized loans called repurchase agreements. If a Portfolio needs more cash than it has on hand, it may borrow from a bank.

### **Major Risk Factors that May Affect Portfolio Performance**

While these are the major risks associated with each of the Portfolios, in varying degrees, the list is not comprehensive. See page 67 for risk information on the underlying mutual funds.

**Market risks.** Security prices change every business day, based on investor reactions to economic, political, market, industry, and corporate developments. At times, price changes may be rapid and dramatic. Some factors may affect the market as a whole, while others affect particular industries, firms, or sizes or types of securities. Market risk primarily affects stocks, but also affects high-yield bonds and, to a lesser extent, higher-quality bonds.

**Interest rate risks.** A rise in interest rates typically causes bond prices to fall. Bonds with longer maturities and

higher credit quality tend to be more sensitive to changes in interest rates, as are mortgage-backed bonds. Short- and long-term interest rates do not necessarily move the same amount or in the same direction.

Money market investments are also affected by interest rates, particularly short-term rates, but in the opposite way: when short-term interest rates fall, money market yields usually fall as well.

Bonds that can be paid off before maturity, such as mortgage-backed securities, tend to be more volatile than other types of debt securities.

The Federal Funds Effective Rate may move on a daily basis depending on a number of factors, including general economic and business conditions, which could affect a Portfolio's performance. The Federal Funds Target Rate, which is the interest rate at which depository institutions lend balances to each other overnight and is set periodically by the Federal Open Market Committee, may also impact a Portfolio's performance, especially the Bank Deposit Portfolio.

**Foreign investment risks.** Foreign stocks and bonds tend to be more volatile, and may be less liquid, than their U.S. counterparts. The reasons can include greater political and social instability, lower market liquidity, higher costs, less stringent investor protections, and inferior information on issuer finances. In addition, the dollar value of most foreign currencies changes daily. All of these risks tend to be higher in emerging markets than in developed markets.

**Concentration risks.** To the extent that a Portfolio is exposed to securities of a single country, region, industry, structure, or size, its performance may be unduly affected by factors common to the type of securities involved.

**Issuer risks.** Changes in an issuer's business prospects or financial condition, including those resulting from concerns over accounting or corporate governance practices, could significantly affect a Portfolio's performance if the Portfolio has sufficient exposure to those securities.

**Credit risks.** The value or yield of a bond or money market security could fall if its credit backing deteriorates. In more extreme cases, default or the threat of default could cause a security to lose most or all of its value. Credit risks are higher in high-yield bonds.

**Management risks.** A Portfolio's performance could suffer if its manager deviates from the Portfolio's target allocation or chooses mutual funds that underperform or do not achieve their investment objective. A Portfolio's performance also may suffer if an underlying mutual fund's sub-adviser is not hired, terminated, or replaced in a timely manner by the Trustee.

**Market Disruption and Geopolitical risks.** Geopolitical and other events, including but not limited to pandemics and epidemics, may disrupt securities markets and adversely affect global economies and markets. Those events as well as other changes in non-U.S. and U.S. economic and political conditions could adversely affect the value of a mutual fund's investments.

**Counterparty risk.** A Portfolio's performance could be hurt if the counterparty to a repurchase agreement defaults on its commitments to the Portfolio.

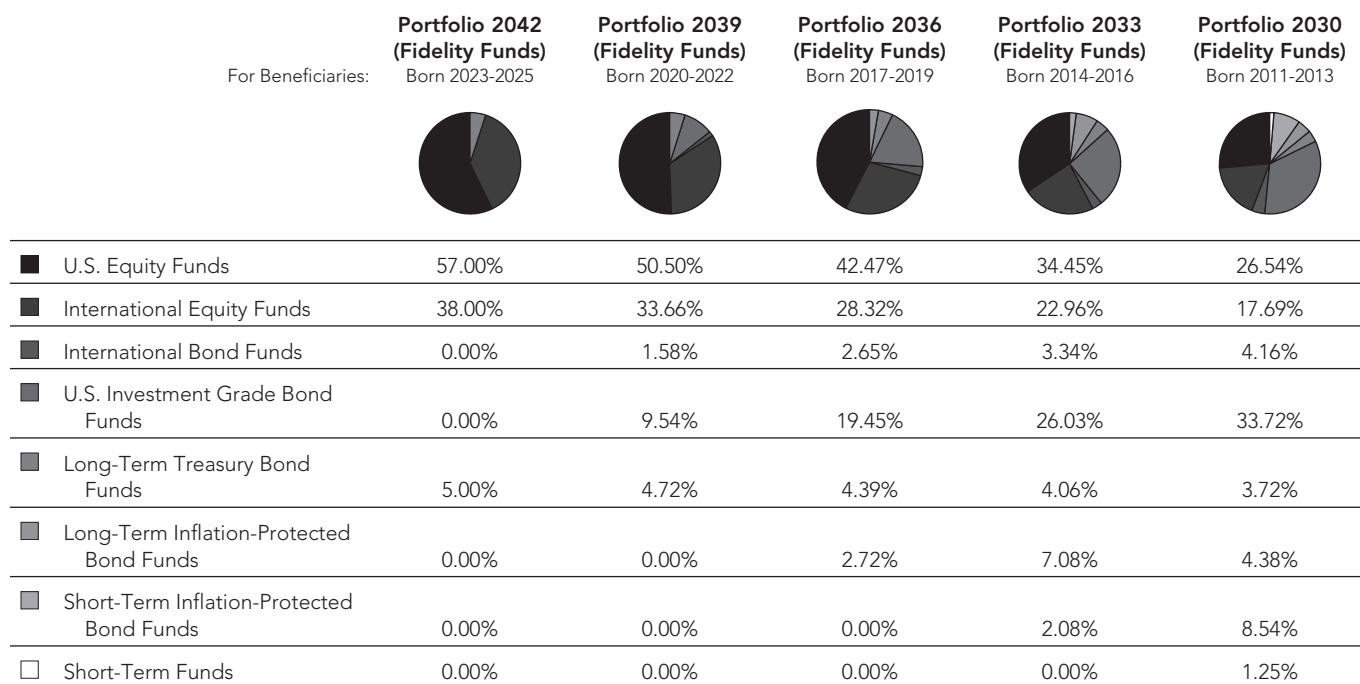
**Borrower risk.** If a Portfolio borrows from a bank, its performance could be more volatile until the loan is paid off.

**Insurance Wrap Contract risk.** To the extent that a Portfolio is exposed to an insurance wrap contract, the Portfolio is subject to the following risks: (i)

default by the wrap contract issuer with the potential result of loss of principal should market value of securities backing the contract be less than book value of the contract, (ii) costs incurred to buy the wrap contracts reduce the Portfolio's return, (iii) a terminated wrap contract may be replaced with a contract with less favorable terms or higher costs, (iv) poor market value performance of underlying securities may lead a wrap issuer to exercise its right to terminate the contract, and (v) a wrap contract could terminate, resulting in a loss of book value coverage.

**NOTES:**

**NOTES:**

**PORTFOLIO ASSET CLASS ALLOCATIONS AS OF 1/2/24: FIDELITY FUNDS PORTFOLIOS**
**Aged-Based Portfolios**


Percentages may not add to 100% due to rounding

The chart above illustrates the approximate asset class allocations of the Portfolios as of January 2, 2024. Fidelity may change the overall asset allocation of a Portfolio, including the mutual funds held in a Portfolio or the allocation among funds, at any time without notice. Such changes may result in changes to the expense ratio. For the most current underlying fund allocation list, please call Fidelity or visit [www.fidelity.com/arizona](http://www.fidelity.com/arizona).

## Aged-Based Portfolios continued

## Static Portfolios

**Portfolio 2027**  
(Fidelity Funds)  
Born 2008-2010



**Portfolio 2024**  
(Fidelity Funds)  
Born 2005-2007



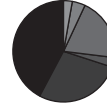
**College Portfolio**  
(Fidelity Funds)  
Born 2004 and Earlier



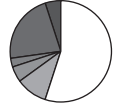
**Aggressive Growth**  
**Portfolio**  
(Fidelity Funds)



**Moderate Growth**  
**Portfolio**  
(Fidelity Funds)



**Conservative**  
**Portfolio**  
(Fidelity Funds)



18.66%

10.38%

9.00%

60.00%

42.00%

0.00%

12.44%

6.92%

6.00%

40.00%

28.00%

0.00%

4.87%

5.00%

5.00%

0.00%

3.00%

5.00%

35.49%

32.70%

32.00%

0.00%

20.00%

22.00%

3.38%

3.00%

3.00%

0.00%

4.00%

3.00%

0.62%

0.00%

0.00%

0.00%

3.00%

5.00%

15.79%

23.67%

25.00%

0.00%

0.00%

10.00%

8.75%

18.33%

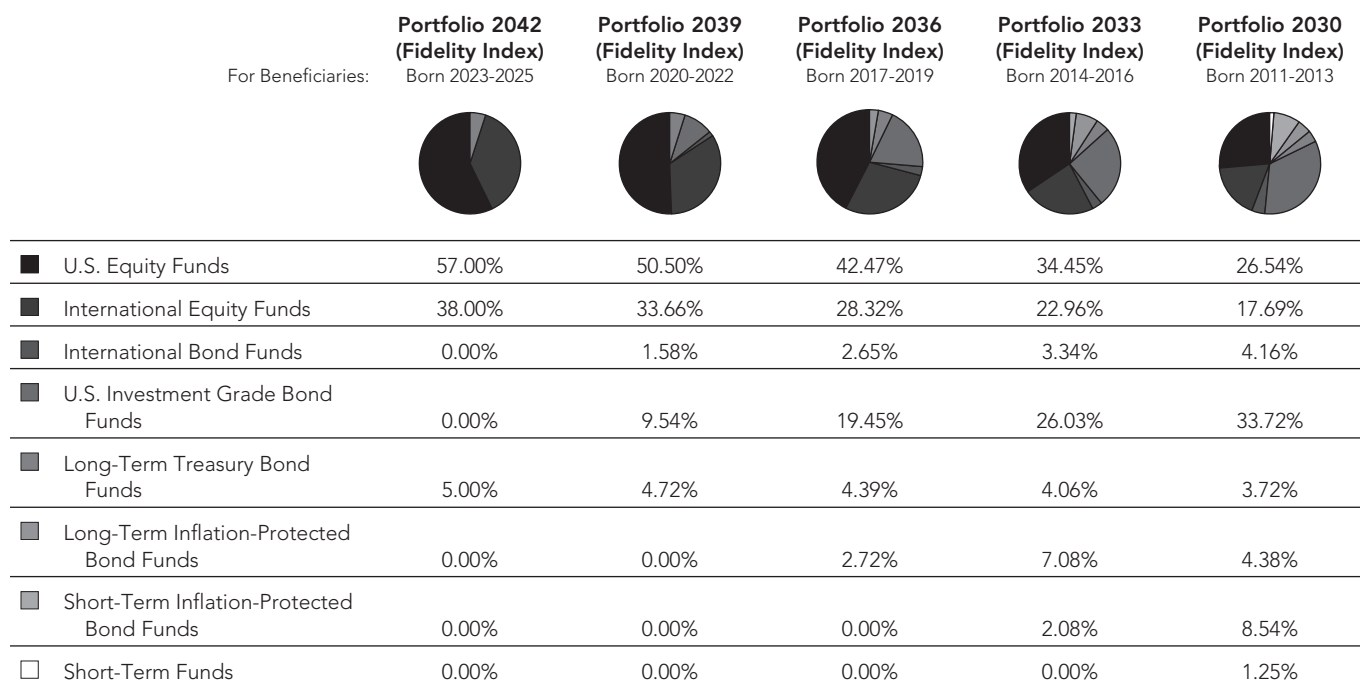
20.00%

0.00%

0.00%

55.00%



**PORTFOLIO ASSET CLASS ALLOCATIONS AS OF 1/2/24: FIDELITY INDEX PORTFOLIOS**
**Aged-Based Portfolios**


Percentages may not add to 100% due to rounding

The chart above illustrates the approximate asset class allocations of the Portfolios as of January 2, 2024. Fidelity may change the overall asset allocation of a Portfolio, including the mutual funds held in a Portfolio or the allocation among funds, at any time without notice. Such changes may result in changes to the expense ratio. For the most current underlying fund allocation list, please call Fidelity or visit [www.fidelity.com/arizona](http://www.fidelity.com/arizona).

## Aged-Based Portfolios continued

## Static Portfolios

**Portfolio 2027**  
(Fidelity Index)  
Born 2008-2010



**Portfolio 2024**  
(Fidelity Index)  
Born 2005-2007



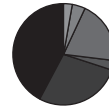
**College Portfolio**  
(Fidelity Index)  
Born 2004 and Earlier



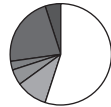
**Aggressive Growth**  
**Portfolio**  
(Fidelity Index)



**Moderate Growth**  
**Portfolio**  
(Fidelity Index)



**Conservative**  
**Portfolio**  
(Fidelity Index)



18.66%

10.38%

9.00%

60.00%

42.00%

0.00%

12.44%

6.92%

6.00%

40.00%

28.00%

0.00%

4.87%

5.00%

5.00%

0.00%

3.00%

5.00%

35.49%

32.70%

32.00%

0.00%

20.00%

22.00%

3.38%

3.00%

3.00%

0.00%

4.00%

3.00%

0.62%

0.00%

0.00%

0.00%

3.00%

5.00%

15.79%

23.67%

25.00%

0.00%

0.00%

10.00%

8.75%

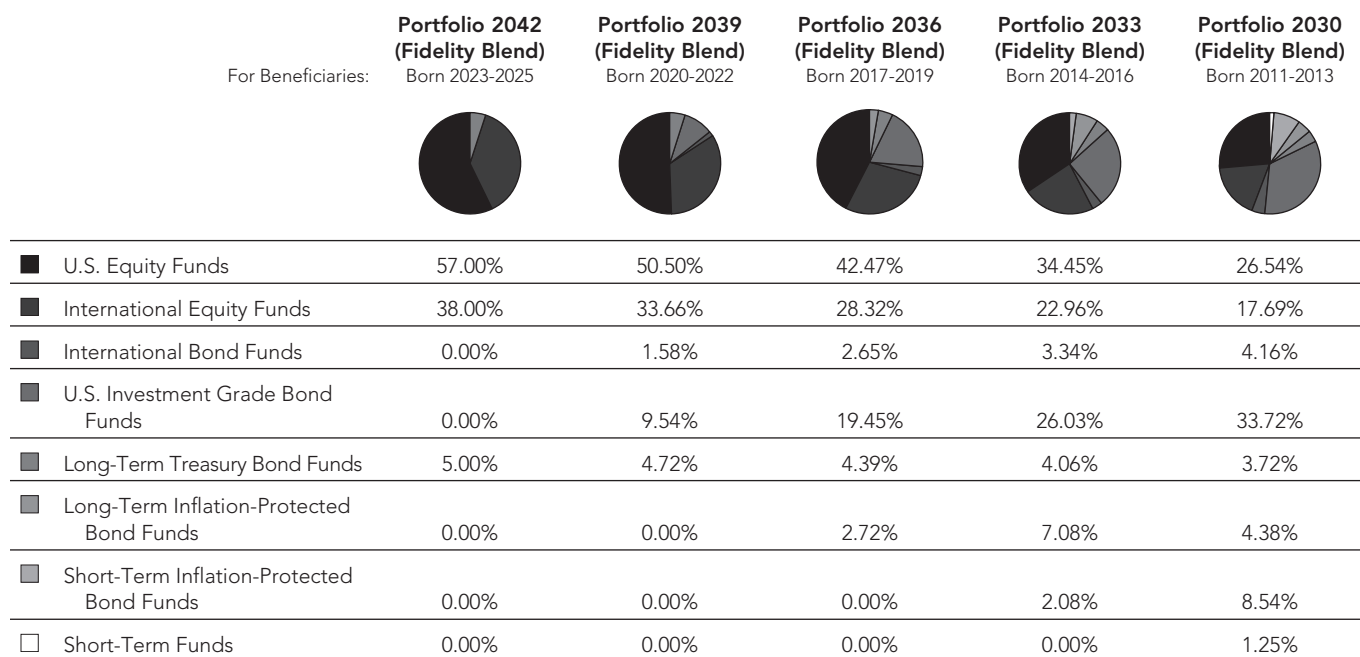
18.33%

20.00%

0.00%

0.00%

55.00%

**PORTFOLIO ASSET CLASS ALLOCATIONS AS OF 1/2/24: FIDELITY BLEND PORTFOLIOS**
**Aged-Based Portfolios**


Percentages may not add to 100% due to rounding

The chart above illustrates the approximate asset class allocations of the Portfolios as of January 2, 2024. Fidelity may change the overall asset allocation of a Portfolio, including the mutual funds held in a Portfolio or the allocation among funds, at any time without notice. Such changes may result in changes to the expense ratio. For the most current underlying fund allocation list, please call Fidelity or visit [www.fidelity.com/arizona](http://www.fidelity.com/arizona).

## Aged-Based Portfolios continued

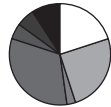
**Portfolio 2027  
(Fidelity Blend)**  
Born 2008-2010



**Portfolio 2024  
(Fidelity Blend)**  
Born 2005-2007



**College Portfolio  
(Fidelity Blend)**  
Born 2004 and Earlier



18.66%

10.38%

9.00%

12.44%

6.92%

6.00%

4.87%

5.00%

5.00%

35.49%

32.70%

32.00%

3.38%

3.00%

3.00%

0.62%

0.00%

0.00%

15.79%

23.67%

25.00%

8.75%

18.33%

20.00%

## PORTFOLIO PERFORMANCE

The tables on the next few pages illustrate the one-, three-, five-, and ten-year (or life of Portfolio) average annual and cumulative total returns for each AZ529 Plan Portfolio. The data illustrated reflects the deduction of all applicable Portfolio, mutual fund, and interest-bearing deposit account expenses. The data also assumes that all dividends and other distributions were reinvested in the underlying mutual funds that generated them.

Although past performance is not an indication of future results, it can be valuable for an investor to know.

### Tracking the Performance of Your Account

At least once a quarter, we'll send you a statement that shows your AZ529 Plan Account activity and current value. Also, once a year, we'll send you an annual report, which will show the asset allocation of all of the AZ529 Plan's Portfolios, the mutual funds each Portfolio owned and in what percentages, and performance figures for the Portfolios.

You can check current Portfolio performance or request a free annual report by phone at 1-800-544-1262 or online at [www.fidelity.com/arizona](http://www.fidelity.com/arizona). The website also has the most recent daily values for Units of each Portfolio.

## MEASURING PERFORMANCE

**Total return** is the change in value of an investment over a period of time, including income received and changes in the prices of investments owned. *Cumulative total return* is the actual total return over a stated period. *Average annual total return* is a hypothetical measure. It shows you the level of yearly return that would have produced the same result as the cumulative total return if performance had been constant over the entire period instead of variable.

**Yield** is the income generated by an investment over time, expressed as an *Annual Percentage Rate and Annual Percentage Yield*. To ensure that investors can make equal comparisons, all stock and bond funds are required to use the same formula for calculating yield.

## NOTES:

## PORTFOLIO PERFORMANCE (FIDELITY FUNDS PORTFOLIOS) AS OF 9/30/23

		Average Annual Returns (%)				Cumulative Returns (%)			
					10 Year/ LOP <sup>1</sup>				10 Year/ LOP <sup>1</sup>
Age-Based Portfolios	Inception	1 Year	3 Year	5 Year		1 Year	3 Year	5 Year	
Portfolio 2042 (Fidelity Funds)	12/28/22	-	-	-	-	-	-	-	10.40
Portfolio 2039 (Fidelity Funds)	12/27/19	18.93	6.33	-	5.54	18.93	20.22	-	22.50
Portfolio 2036 (Fidelity Funds)	12/14/16	16.02	5.05	5.40	8.20	16.02	15.94	30.06	70.90
Portfolio 2033 (Fidelity Funds)	12/18/13	13.04	3.32	4.56	6.62	13.04	10.31	24.95	87.30
Portfolio 2030 (Fidelity Funds)	12/28/10	10.39	1.93	3.81	6.24	10.39	5.92	20.57	83.23
Portfolio 2027 (Fidelity Funds)	12/14/07	8.28	1.08	3.23	5.48	8.28	3.27	17.23	70.56
Portfolio 2024 (Fidelity Funds)	6/14/05	5.88	0.29	2.70	4.69	5.88	0.88	14.25	58.13
College Portfolio (Fidelity Funds)	6/14/05	4.51	(0.83)	1.74	2.49	4.51	(2.47)	9.03	27.87
Static Portfolios									
Aggressive Growth Portfolio (Fidelity Funds)	6/14/05	22.21	7.77	7.10	8.71	22.21	25.18	40.91	130.45
Moderate Growth Portfolio (Fidelity Funds)	6/14/05	15.00	3.68	5.14	6.57	15.00	11.45	28.50	88.91
Conservative Portfolio (Fidelity Funds)	6/14/05	2.69	(1.23)	1.21	1.27	2.69	(3.65)	6.22	13.44

The performance data represents past performance, which is no guarantee of future results. Investment return and principal value of an investment will fluctuate; therefore, you may have a gain or loss when you sell your Units. Current performance may be higher or lower than the performance data quoted. Please visit [www.fidelity.com/arizona](http://www.fidelity.com/arizona) or call Fidelity for most recent month-end performance figures.

<sup>1</sup> "LOP" refers to "Life of Portfolio" for those Portfolios that do not have 1-, 3-, 5-, or 10-years of performance data.



**PORTFOLIO PERFORMANCE (FIDELITY INDEX PORTFOLIOS) AS OF 9/30/23**

		Average Annual Returns (%)					Cumulative Returns (%)			
	Inception	1 Year	3 Year	5 Year	10 Year/ LOP <sup>1</sup>	1 Year	3 Year	5 Year	10 Year/ LOP <sup>1</sup>	
Age-Based Portfolios										
Portfolio 2042 (Fidelity Index)	12/28/22	-	-	-	-	-	-	-	9.70	
Portfolio 2039 (Fidelity Index)	12/27/19	17.77	5.60	-	5.11	17.77	17.77	-	20.60	
Portfolio 2036 (Fidelity Index)	12/14/16	15.03	4.24	5.12	7.53	15.03	13.28	28.37	63.80	
Portfolio 2033 (Fidelity Index)	12/18/13	12.30	2.57	4.31	6.18	12.30	7.92	23.47	79.90	
Portfolio 2030 (Fidelity Index)	12/28/10	9.82	1.32	3.65	5.86	9.82	4.03	19.65	76.75	
Portfolio 2027 (Fidelity Index)	12/14/07	7.95	0.60	3.17	5.18	7.95	1.80	16.88	65.66	
Portfolio 2024 (Fidelity Index)	10/23/06	5.87	(0.02)	2.72	4.43	5.87	(0.05)	14.39	54.20	
College Portfolio (Fidelity Index)	10/23/06	4.65	(0.90)	1.89	2.34	4.65	(2.69)	9.82	26.00	
Static Portfolios										
Aggressive Growth Portfolio (Fidelity Index)	10/23/06	20.70	6.93	6.61	8.30	20.70	22.28	37.73	122.01	
Moderate Growth Portfolio (Fidelity Index)	10/23/06	13.92	2.89	4.71	6.13	13.92	8.93	25.90	81.35	
Conservative Portfolio (Fidelity Index)	10/23/06	2.54	(1.35)	1.11	1.10	2.54	(4.00)	5.68	11.59	
Individual Fund Portfolios										
Intermediate Treasury Index Portfolio	10/23/06	(0.74)	(6.24)	0.09	0.69	(0.74)	(17.57)	0.44	7.17	
International Index Portfolio	10/23/06	20.78	3.52	2.51	3.17	20.78	10.94	13.20	36.62	
Fidelity 500 Index Portfolio	10/23/06	21.51	10.04	9.80	11.78	21.51	33.24	59.62	204.43	
Total Market Index Portfolio	10/23/06	20.42	9.19	8.93	11.10	20.42	30.17	53.37	186.38	

The performance data represents past performance, which is no guarantee of future results. Investment return and principal value of an investment will fluctuate; therefore, you may have a gain or loss when you sell your Units. Current performance may be higher or lower than the performance data quoted. Please visit [www.fidelity.com/arizona](http://www.fidelity.com/arizona) or call Fidelity for most recent month-end performance figures.

<sup>1</sup> "LOP" refers to "Life of Portfolio" for those Portfolios that do not have 1-, 3-, 5-, or 10-years of performance data.

## PORTFOLIO PERFORMANCE (FIDELITY BLEND PORTFOLIOS) AS OF 9/30/23

	Inception	Average Annual Returns (%)				Cumulative Returns (%)			
		1 Year	3 Year	5 Year	10 Year/ LOP <sup>1</sup>	1 Year	3 Year	5 Year	10 Year/ LOP <sup>1</sup>
<b>Age-Based Portfolios</b>									
Portfolio 2042 (Fidelity Blend)	12/28/22	-	-	-	-	-	-	-	10.10
Portfolio 2039 (Fidelity Blend)	12/27/19	18.48	5.92	-	5.24	18.48	18.82	-	21.20
Portfolio 2036 (Fidelity Blend)	10/1/19	15.49	4.64	-	6.57	15.49	14.56	-	29.00
Portfolio 2033 (Fidelity Blend)	10/1/19	12.72	2.95	-	5.16	12.72	9.10	-	22.30
Portfolio 2030 (Fidelity Blend)	10/1/19	10.13	1.60	-	3.85	10.13	4.87	-	16.30
Portfolio 2027 (Fidelity Blend)	10/1/19	8.09	0.78	-	2.92	8.09	2.37	-	12.20
Portfolio 2024 (Fidelity Blend)	10/1/19	5.74	0.06	-	2.11	5.74	0.18	-	8.70
College Portfolio (Fidelity Blend)	10/1/19	4.48	(0.96)	-	0.67	4.48	(2.84)	-	2.70

The performance data represents past performance, which is no guarantee of future results. Investment return and principal value of an investment will fluctuate; therefore, you may have a gain or loss when you sell your Units. Current performance may be higher or lower than the performance data quoted. Please visit [www.fidelity.com/arizona](http://www.fidelity.com/arizona) or call Fidelity for most recent month-end performance figures.

<sup>1</sup> "LOP" refers to "Life of Portfolio" for those Portfolios that do not have 1-, 3-, 5-, or 10-years of performance data.

## PORTFOLIO PERFORMANCE (BANK DEPOSIT PORTFOLIO) AS OF 9/30/23

Portfolio	Inception	Average Annual Returns (%)				Cumulative Returns (%)			
		1 Year	3 Year	5 Year	10 Year/ LOP <sup>1</sup>	1 Year	3 Year	5 Year	10 Year/ LOP <sup>1</sup>
Bank Deposit Portfolio	9/16/10	4.17	1.60	1.44	0.92	4.17	4.86	7.42	9.56
APY as of 9/30/23.....		4.99%							
APR as of 9/30/23.....		4.88%							

The performance data represents past performance, which is no guarantee of future results. Investment return and principal value of an investment will fluctuate; therefore, you may have a gain or loss when you sell your Units. Current performance may be higher or lower than the performance data quoted. Please call Fidelity for most recent month-end performance figures.

The quoted Annual Percentage Rate (APR) and Annual Percentage Yield (APY) are current and net of fees applicable to the Bank Deposit Portfolio. APR and APY are subject to change daily.

**Although the underlying deposits are eligible for FDIC insurance, subject to applicable federal deposit insurance limits, the Units of the Bank Deposit Portfolio are not insured or guaranteed by the FDIC or any other government agency. You are responsible for monitoring the total amount of your assets at the Bank, including amounts held directly at the Bank. All such deposits held in the same ownership capacity at the Bank are subject to aggregation and to the current FDIC insurance coverage limitation of \$250,000.**

<sup>1</sup> "LOP" refers to "Life of Portfolio" for those Portfolios that do not have 1-, 3-, 5-, or 10-years of performance data.

## PORTFOLIO PERFORMANCE (STABLE VALUE PORTFOLIO) AS OF 9/30/23

Portfolio	Inception	Average Annual Returns (%)				Cumulative Returns (%)			
		1 Year	3 Year	5 Year	10 Year/ LOP <sup>1</sup>	1 Year	3 Year	5 Year	10 Year/ LOP <sup>1</sup>
Stable Value Portfolio	3/29/22	3.07	-	-	2.77	3.07	-	-	4.20

The performance data represents past performance, which is no guarantee of future results. Investment return and principal value of an investment will fluctuate; therefore, you may have a gain or loss when you sell your Units. Current performance may be higher or lower than the performance data quoted. Please visit [www.fidelity.com/arizona](http://www.fidelity.com/arizona) or call Fidelity for most recent month-end performance figures.

<sup>1</sup> "LOP" refers to "Life of Portfolio" for those Portfolios that do not have 1-, 3-, 5-, or 10-years of performance data.

The total cost of an ongoing investment in a Portfolio is the Portfolio's expense ratio. The expense ratios in the following charts do not reflect the historic expenses of the Portfolios but rather the actual expense of the Portfolios based on (i) the weighted historic expense of the underlying mutual funds in which such Portfolios invest and (ii) the Portfolio Management Fee that will be assessed against the applicable Portfolio. The expense ratio includes a variety of administrative and operating expenses. Expenses "Before Reductions" in the charts below do not reflect any fee waivers or amounts reimbursed to a mutual fund in which a Portfolio invests by the investment adviser of an underlying mutual fund. Expenses "After Reductions" in the charts below reflect expenses after any such fee waivers or other amounts reimbursed by the investment adviser of an underlying mutual fund. Any such reimbursements are voluntary and may be lowered or eliminated at any time. The underlying mutual fund expense data was obtained from each fund's most recently published financial report (annual or semi-annual report) publicly available as of the preparation of this Fact Kit beginning September 2023.

**PORTFOLIO EXPENSE RATIOS<sup>1</sup>: FIDELITY FUNDS PORTFOLIOS**  
**(Before and After Reductions)**

<b>Portfolio</b>	<b>Pro Rata Expense</b>	
	<b>Before Reductions</b>	<b>After Reductions</b>
Portfolio 2042 (Fidelity Funds)	0.85%	0.84%
Portfolio 2039 (Fidelity Funds)	0.82%	0.81%
Portfolio 2036 (Fidelity Funds)	0.78%	0.78%
Portfolio 2033 (Fidelity Funds)	0.75%	0.75%
Portfolio 2030 (Fidelity Funds)	0.72%	0.72%
Portfolio 2027 (Fidelity Funds)	0.67%	0.67%
Portfolio 2024 (Fidelity Funds)	0.61%	0.61%
College Portfolio (Fidelity Funds)	0.60%	0.60%
Aggressive Growth Portfolio (Fidelity Funds)	0.96%	0.95%
Moderate Growth Portfolio (Fidelity Funds)	0.84%	0.84%
Conservative Portfolio (Fidelity Funds)	0.47%	0.47%

**PORTFOLIO EXPENSE RATIOS<sup>1</sup>: FIDELITY INDEX PORTFOLIOS**  
**(Before and After Reductions)**

<b>Portfolio</b>	<b>Pro Rata Expense</b>	
	<b>Before Reductions</b>	<b>After Reductions</b>
Portfolio 2042 (Fidelity Index)	0.15%	0.14%
Portfolio 2039 (Fidelity Index)	0.15%	0.14%
Portfolio 2036 (Fidelity Index)	0.15%	0.14%
Portfolio 2033 (Fidelity Index)	0.14%	0.14%
Portfolio 2030 (Fidelity Index)	0.14%	0.14%
Portfolio 2027 (Fidelity Index)	0.14%	0.14%
Portfolio 2024 (Fidelity Index)	0.14%	0.14%
College Portfolio (Fidelity Index)	0.14%	0.14%
Aggressive Growth Portfolio (Fidelity Index)	0.14%	0.13%
Moderate Growth Portfolio (Fidelity Index)	0.14%	0.13%
Conservative Portfolio (Fidelity Index)	0.13%	0.13%
Intermediate Treasury Index Portfolio	0.12%	0.12%
International Index Portfolio	0.15%	0.14%
Fidelity 500 Index Portfolio	0.11%	0.11%
Total Market Index Portfolio	0.10%	0.10%

<sup>1</sup> The Portfolio Expense Ratios (Before and After Reductions) reflect all AZ529 Plan fees and expenses, including the program management fee, state fee, portfolio management fee, and underlying mutual fund annual operating expenses as of January 2, 2024. They do not include Portfolio transaction costs or underlying mutual fund transaction costs, such as commissions in connection with the purchase or sale of securities. Individual Fund Portfolios (as defined on page 14) do not assess Portfolio Management Fees. Fidelity may change the overall asset allocation of a Portfolio, including the mutual funds held in a Portfolio or the allocation among funds at any time without notice. Such change may result in changes to the expense ratios. Please go to [www.fidelity.com/arizona](http://www.fidelity.com/arizona) to view Portfolio expense ratios.

**PORTFOLIO EXPENSE RATIOS<sup>1</sup>: FIDELITY BLEND PORTFOLIOS****(Before and After Reductions)**

<u>Portfolio</u>	<b>Pro Rata Expense</b>	
	<b>Before Reductions</b>	<b>After Reductions</b>
Portfolio 2042 (Fidelity Blend)	0.61%	0.60%
Portfolio 2039 (Fidelity Blend)	0.58%	0.57%
Portfolio 2036 (Fidelity Blend)	0.56%	0.55%
Portfolio 2033 (Fidelity Blend)	0.53%	0.52%
Portfolio 2030 (Fidelity Blend)	0.49%	0.49%
Portfolio 2027 (Fidelity Blend)	0.45%	0.45%
Portfolio 2024 (Fidelity Blend)	0.41%	0.41%
College Portfolio (Fidelity Blend)	0.40%	0.40%

- <sup>1</sup> The Portfolio Expense Ratios (Before and After Reductions) reflect all AZ529 Plan fees and expenses, including the program management fee, state fee, portfolio management fee, and underlying mutual fund annual operating expenses as of January 2, 2024. They do not include Portfolio transaction costs or underlying mutual fund transaction costs, such as commissions in connection with the purchase or sale of securities. Individual Fund Portfolios (as defined on page 14) do not assess Portfolio Management Fees. Fidelity may change the overall asset allocation of a Portfolio, including the mutual funds held in a Portfolio or the allocation among funds at any time without notice. Such change may result in changes to the expense ratios. Please go to [www.fidelity.com/arizona](http://www.fidelity.com/arizona) to view Portfolio expense ratios.

**PORTFOLIO EXPENSE RATIOS<sup>2</sup>: BANK DEPOSIT PORTFOLIO****(Before and After Reductions)**

<u>Portfolio</u>	<b>Pro Rata Expense</b>	
	<b>Before Reductions</b>	<b>After Reductions</b>
Bank Deposit Portfolio	0.50%	0.50%

- <sup>2</sup> The Bank Deposit Portfolio Expense Ratios (Before and After Reductions) reflect all AZ529 Plan fees and expenses, including the program management fee, state fee, and bank administration fee as of January 2, 2024. The expenses for the Portfolio include a bank administration fee that ranges between 0.00% to 0.40% and a program fee (program management fee and state fee) that ranges between 0.05% to 0.10%. These fees will vary based on the daily Federal Funds Target Rate. For more details, see page 31. Please go to [www.fidelity.com/arizona](http://www.fidelity.com/arizona) to view Portfolio expense ratios.

**PORTFOLIO EXPENSE RATIO<sup>3</sup>: STABLE VALUE PORTFOLIO****(Before and After Reductions)**

<u>Portfolio</u>	<b>Pro Rata Expense</b>	
	<b>Before Reductions</b>	<b>After Reductions</b>
Stable Value Portfolio	0.53%	0.53%

- <sup>3</sup> The Stable Value Portfolio Expense ratios (Before and After Reductions) reflect all AZ529 Plan fees and expenses, including the program management fee, state fee, portfolio management fee, insurance wrap fee, and underlying mutual fund annual operating expenses as of January 2, 2024. Fidelity may change the overall asset allocation of a Portfolio, including the mutual funds or investment contracts held in a Portfolio or the allocation among funds at any time without notice. Such change may result in changes to the expense ratios. Please go to [www.fidelity.com/arizona](http://www.fidelity.com/arizona) to view Portfolio expense ratios.

## UNDERLYING MUTUAL FUND EXPENSE RATIOS

The following tables show the total expense ratio for each underlying mutual fund after any fee waivers or other amounts are reimbursed by the investment adviser of the underlying mutual fund. Any such reimbursements are voluntary and may be lowered or eliminated at any time. The underlying mutual fund expense data was obtained from the underlying mutual fund's most recent financial report (annual or semi-annual report) publicly available as of the preparation of this Fact Kit beginning September 2023.

<b><u>Underlying Funds</u></b>			
<b><i>U.S. Equity Funds</i></b>		<b><i>International Bond Funds</i></b>	
Fidelity 500 Index Fund	0.02%	Fidelity Series International Developed Markets Bond Index Fund	0.00%
Fidelity Series All-Sector Equity Fund	0.00%	<b><i>U.S. Investment Grade Bond Funds</i></b>	
Fidelity Series Blue Chip Growth Fund	0.00%	Fidelity Education Income Fund	0.00%
Fidelity Series Growth Company Fund	0.00%	Fidelity Intermediate Treasury Bond Index Fund	0.03%
Fidelity Series Intrinsic Opportunities Fund	0.00%	Fidelity Series Bond Index Fund	0.00%
Fidelity Series Large Cap Growth Index Fund	0.00%	Fidelity Series Corporate Bond Fund	0.00%
Fidelity Series Large Cap Stock Fund	0.00%	Fidelity Series Government Bond Index Fund	0.00%
Fidelity Series Large Cap Value Index Fund	0.00%	Fidelity Series Investment Grade Bond Fund	0.00%
Fidelity Series Opportunistic Insights Fund	0.00%	Fidelity Series Investment Grade Securitized Fund	0.00%
Fidelity Series Small Cap Discovery Fund	0.00%	<b><i>Long-Term Treasury Bond Funds</i></b>	
Fidelity Series Small Cap Core Fund	0.00%	Fidelity Series Long-Term Treasury Bond Index Fund	0.00%
Fidelity Series Small Cap Opportunities Fund	0.00%	<b><i>Long-Term Inflation-Protected Bond Funds</i></b>	
Fidelity Series Stock Selector Large Cap Value Fund	0.00%	Fidelity Series 5+ Year Inflation-Protected Bond Index Fund	0.00%
Fidelity Series Total Market Index Fund	0.00%	<b><i>Short-Term Inflation-Protected Bond Funds</i></b>	
Fidelity Series Value Discovery Fund	0.00%	Fidelity Series 0-5 Year Inflation-Protected Bond Index Fund	0.00%
Fidelity Total Market Index Fund	0.01%	<b><i>Short-Term Funds</i></b>	
<b><i>International Equity Funds</i></b>		Fidelity Series Government Money Market Fund	0.00%
Fidelity Global ex U.S. Index Fund	0.05%	Fidelity Series Short-Term Credit Fund	0.00%
Fidelity Series Canada Fund	0.01%	Fidelity Series Treasury Bill Index Fund	0.00%
Fidelity Series Emerging Markets Fund	0.01%		
Fidelity Series Emerging Markets Opportunities Fund	0.01%		
Fidelity Series Global ex U.S. Index Fund	0.01%		
Fidelity Series International Growth Fund	0.01%		
Fidelity Series International Index Fund	0.01%		
Fidelity Series International Value Fund	0.01%		
Fidelity Series Overseas Fund	0.01%		

## ACCOUNT AND PORTFOLIO EXPENSES

The expenses associated with the AZ529 Plan are as follows:

### FEES PAID BY YOU

**Program Management Fee.** There is a program management fee paid to Fidelity for its management services. This fee is calculated as follows:

- For Portfolios that invest primarily in actively-managed Fidelity mutual funds (**Fidelity Funds Portfolios**), the fee is a daily charge by the Trust against the assets of each Portfolio and is currently at an annual rate of 0.125%.
- For Portfolios that invest in Fidelity index mutual funds (**Fidelity Index Portfolios**), the fee is a daily charge by the Trust against the assets of each Portfolio and is currently at an annual rate of 0.07%.
- For Portfolios that invest in a combination of actively-managed Fidelity mutual funds and index Fidelity mutual funds (**Fidelity Blend Portfolios**), the fee is a daily charge by the Trust against the assets of each Portfolio and is currently at an annual rate of 0.08%.
- For the **Stable Value Portfolio**, the fee is a daily charge by the Trust against the assets of the Portfolio and is currently at an annual rate of 0.07%.
- For the **Bank Deposit Portfolio**, the fee is a daily charge by the Trust against the assets of the Bank Deposit Portfolio and is currently at an annual rate of 0.00% to 0.05%, depending on the daily Federal Funds Target Rate, as set forth in the table below:

Federal Funds Target Rate	Program Management Fee
0.00% - <0.50%	0.00%
0.50% - <0.75%	0.05%
0.75% +	0.05%

**State Fee.** There is a state fee received by the Trust for its administrative services to the AZ529 Plan. This fee is calculated as follows:

- For Portfolios that invest primarily in actively-managed Fidelity mutual funds (**Fidelity Funds Portfolios**), the fee is a daily charge by the Trust against the assets of each Portfolio and is currently at an annual rate of 0.045%.
- For Portfolios that invest in Fidelity index mutual funds (**Fidelity Index Portfolios**), the fee is a daily charge by the Trust against the assets of each Portfolio and is currently at an annual rate of 0.02%.
- For Portfolios that invest in a combination of actively-managed Fidelity mutual funds and index Fidelity mutual funds (**Fidelity Blend Portfolios**), the fee is a daily charge by the Trust against the assets of each Portfolio and is currently at an annual rate of 0.04%.
- For the **Stable Value Portfolio**, the fee is a daily charge by the Trust against the assets of the Portfolio and is currently at an annual rate of 0.01%.
- For the **Bank Deposit Portfolio**, the fee is a daily charge by the Trust against the assets of the Bank Deposit Portfolio and is currently at an annual rate of 0.05%.

**Bank Administration Fee.** There is a Bank Administration Fee paid to Fidelity for its administration services in connection with the **Bank Deposit Portfolio**. This fee is a daily charge by the Trust against the assets of the Bank Deposit Portfolio and is currently at an annual rate of 0.00% to 0.40%, depending on the daily Federal Funds Target Rate, as set forth in the table below:

Federal Funds Target Rate	Bank Administration Fee
0.00% - <0.50%	0.00%
0.50% - <0.75%	0.20%
0.75% +	0.40%

**Portfolio Management Fees.** For Age-Based and Static Portfolios that invest in actively-managed Fidelity mutual funds (**Fidelity Funds Portfolios**), index Fidelity mutual Funds (**Fidelity Index Portfolios**), or a combination of actively-managed and

index Fidelity mutual funds (**Fidelity Blend Portfolios**), there is a Portfolio Management Fee assessed against the assets of the Portfolios. For the Age-Based Fidelity Funds Portfolios and Fidelity Blend Portfolios, this fee will be reduced annually until a Portfolio's asset allocation aligns and merges with the College Portfolio. The fee reduction is reflected on the Portfolio Management Fee Roll-down Schedule illustrated on the following pages. For the **Stable Value Portfolio**, there is a Portfolio Management Fee assessed at an annual rate of 0.30% of assets invested in the Portfolio. The current Portfolio Management Fee is set forth in the AZ529 Plan Fee and Expense Structure tables below.

**Stable Value Portfolio Insurance Wrap Fee.** There is a Stable Value Portfolio Insurance Wrap Fee ("Insurance Wrap Fee") that is paid to the third-party insurance issuers of the insurance contracts that wrap the underlying investments of the Stable Value Portfolio. This fee is a contractual fee assessed against the assets of the Stable Value Portfolio and is currently at an annual rate of 0.15% of net assets but may increase or decrease without notice based on the contractual terms with the insurance providers.

**Expense ratio.** A Portfolio also bears its pro rata share of the expenses of the underlying mutual funds in which the Portfolio invests. A Portfolio's future expenses may be higher or lower depending on changes in its allocation among different funds and changes in the funds' expenses.

Fidelity Management & Research Company LLC (FMR), or its affiliates, the Fidelity funds' investment managers, may reduce the overall expenses of the underlying Fidelity mutual funds in which the Portfolios invest. Portfolio expense ratios before and after these fund expense reductions are shown in the tables on pages 28 and 29. Ratios for the individual mutual funds, which are factored into the Portfolio expense ratios, are illustrated on page 30.



**AZ529 PLAN FEE AND EXPENSE STRUCTURE: FIDELITY FUNDS PORTFOLIOS**

<b>Portfolio</b>	<b>Underlying Fund and Portfolio Management Expenses<sup>1</sup></b>	<b>Program Manager Fee<sup>2</sup></b>	<b>State Fee<sup>3</sup></b>	<b>Miscellaneous Fee<sup>4</sup></b>	<b>Total Annual Asset-Based Fee<sup>5</sup></b>	<b>Annual Account Maintenance Fee<sup>6</sup></b>
Portfolio 2042 (Fidelity Funds)	0.67%	0.125%	0.045%	N/A	0.84%	N/A
Portfolio 2039 (Fidelity Funds)	0.64%	0.125%	0.045%	N/A	0.81%	N/A
Portfolio 2036 (Fidelity Funds)	0.61%	0.125%	0.045%	N/A	0.78%	N/A
Portfolio 2033 (Fidelity Funds)	0.58%	0.125%	0.045%	N/A	0.75%	N/A
Portfolio 2030 (Fidelity Funds)	0.55%	0.125%	0.045%	N/A	0.72%	N/A
Portfolio 2027 (Fidelity Funds)	0.50%	0.125%	0.045%	N/A	0.67%	N/A
Portfolio 2024 (Fidelity Funds)	0.44%	0.125%	0.045%	N/A	0.61%	N/A
College Portfolio (Fidelity Funds)	0.43%	0.125%	0.045%	N/A	0.60%	N/A
Aggressive Growth Portfolio (Fidelity Funds)	0.78%	0.125%	0.045%	N/A	0.95%	N/A
Moderate Growth Portfolio (Fidelity Funds)	0.67%	0.125%	0.045%	N/A	0.84%	N/A
Conservative Portfolio (Fidelity Funds)	0.30%	0.125%	0.045%	N/A	0.47%	N/A

<sup>1</sup> The “Underlying Fund and Portfolio Management Fees” are based on a weighted average of the annual operating expenses after reductions of the underlying mutual funds in which the Portfolio expects to invest as of January 2, 2024 and the Portfolio Management Fees associated with the Portfolio as of January 2, 2024, which are paid to the Program Manager. The Portfolio Management Fee will be reduced annually for the Age-Based Fidelity Funds Portfolios based on each Portfolio’s asset allocation among the applicable underlying mutual funds as of the first day of each calendar year and is reflected on the Portfolio Management Fee Rolldown Schedule on page 34. Individual Fund Portfolios (as defined on page 14) do not assess Portfolio Management Fees. The after-expense fee waiver reductions reflect expenses after fees are waived or reimbursed by the investment adviser of the underlying mutual funds. Any such reimbursements are voluntary and may be lowered or eliminated at any time. See “Before Reductions” and “After Reductions” Portfolio Expense Ratios on page 28 of the AZ529 Plan Fact Kit for more information. The underlying mutual fund expense data was obtained from each fund’s most recently published financial statement (annual or semi-annual report) publicly available as of the preparation of this Fact Kit beginning September 2023. Please go to [www.fidelity.com/arizona](http://www.fidelity.com/arizona) to view Portfolio expense information.

<sup>2</sup> The “Program Manager Fee” is the percentage of net assets paid to Fidelity for performing services for the AZ529 Plan.

<sup>3</sup> The “State Fee” is the percentage of net assets retained by the Trust. Fidelity pays the Trustee \$10 per account during the month an account is opened with the Trust (New Account Fee). This fee is paid to the Trustee by Fidelity; the state sponsor does not deduct this New Account Fee from your account.

<sup>4</sup> The “Miscellaneous Fee” represents any other type of fee or expense imposed by the AZ529 Plan.

<sup>5</sup> The “Total Annual Asset-Based Fee” illustrates the total asset-based fees assessed against net assets annually. Please refer to the “Hypothetical \$10,000 Investment Cost Chart” on page 38 to review the impact of fees and expenses on a hypothetical \$10,000 investment in the Plan over 1-, 3-, 5-, and 10-year periods.

<sup>6</sup> The “Annual Account Maintenance Fee” is the annual fee deducted from an account balance each year. The AZ529 Plan does **NOT** assess an annual account maintenance fee.

## AZ529 PLAN FEE AND EXPENSE STRUCTURE: FIDELITY BLEND PORTFOLIOS

Portfolio	Underlying Fund and Portfolio Management Expenses <sup>1</sup>	Program Manager Fee <sup>2</sup>	State Fee <sup>3</sup>	Miscellaneous Fee <sup>4</sup>	Total Annual Asset-Based Fee <sup>5</sup>	Annual Account Maintenance Fee <sup>6</sup>
Portfolio 2042 (Fidelity Blend)	0.48%	0.08%	0.04%	N/A	0.60%	N/A
Portfolio 2039 (Fidelity Blend)	0.45%	0.08%	0.04%	N/A	0.57%	N/A
Portfolio 2036 (Fidelity Blend)	0.43%	0.08%	0.04%	N/A	0.55%	N/A
Portfolio 2033 (Fidelity Blend)	0.40%	0.08%	0.04%	N/A	0.52%	N/A
Portfolio 2030 (Fidelity Blend)	0.37%	0.08%	0.04%	N/A	0.49%	N/A
Portfolio 2027 (Fidelity Blend)	0.33%	0.08%	0.04%	N/A	0.45%	N/A
Portfolio 2024 (Fidelity Blend)	0.29%	0.08%	0.04%	N/A	0.41%	N/A
College Portfolio (Fidelity Blend)	0.28%	0.08%	0.04%	N/A	0.40%	N/A

- <sup>1</sup> The “Underlying Fund and Portfolio Management Fees” are based on a weighted average of the annual operating expenses after reductions of the underlying mutual funds in which the Portfolio expects to invest as of January 2, 2024 and the Portfolio Management Fees associated with the Portfolio as of January 2, 2024, which are paid to the Program Manager. The Portfolio Management Fee will be reduced annually for the Age-Based Fidelity Blend Portfolios based on each Portfolio’s asset allocation among the applicable underlying mutual funds as of the first day of each calendar year and is reflected on the Portfolio Management Fee Rolldown Schedule on page 34. Individual Fund Portfolios (as defined on page 14) do not assess Portfolio Management Fees. The after-expense fee waiver reductions reflect expenses after fees are waived or reimbursed by the investment adviser of the underlying mutual funds. Any such reimbursements are voluntary and may be lowered or eliminated at any time. See “Before Reductions” and “After Reductions” Portfolio Expense Ratios on page 29 of the AZ529 Plan Fact Kit for more information. The underlying mutual fund expense data was obtained from each fund’s most recently published financial statement (annual or semi-annual report) publicly available as of the preparation of this Fact Kit beginning September 2023. Please go to [www.fidelity.com/arizona](http://www.fidelity.com/arizona) to view Portfolio expense information.
- <sup>2</sup> The “Program Manager Fee” is the percentage of net assets paid to Fidelity by the Trust for performing services for the AZ529 Plan.
- <sup>3</sup> The “State Fee” is the percentage of net assets retained by the Trust. Fidelity pays the Trustee \$10 per account during the month an account is opened with the Trust (New Account Fee). This fee is paid to the Trustee by Fidelity; the state sponsor does not deduct this New Account Fee from your account.
- <sup>4</sup> The “Miscellaneous Fee” represents any other type of fee or expense imposed by the AZ529 Plan.
- <sup>5</sup> The “Total Annual Asset-Based Fee” illustrates the total asset-based fees assessed against net assets annually. Please refer to the “Hypothetical \$10,000 Investment Cost Chart” on page 40 to review the impact of fees and expenses on a hypothetical \$10,000 investment in the Plan over 1-, 3-, 5-, and 10-year periods.
- <sup>6</sup> The “Annual Account Maintenance Fee” is the annual fee deducted from an account balance each year. The AZ529 Plan does **NOT** assess an annual account maintenance fee.

**PORTFOLIO MANAGEMENT FEE ROLLDOWN SCHEDULE**  
**(FIDELITY FUNDS PORTFOLIOS AND FIDELITY BLEND PORTFOLIOS)\***

<b>Portfolio Years**</b>	<b>Years to College</b>	<b>Fidelity Funds Portfolios (%)</b>	<b>Fidelity Blend Portfolios (%)</b>
	20	0.69%	0.49%
	19	0.68%	0.48%
<b>2042</b>	18	0.67%	0.48%
	17	0.66%	0.47%
	16	0.65%	0.46%
<b>2039</b>	15	0.64%	0.45%
	14	0.63%	0.44%
	13	0.62%	0.43%
<b>2036</b>	12	0.61%	0.43%
	11	0.60%	0.42%
	10	0.59%	0.41%
<b>2033</b>	9	0.58%	0.40%
	8	0.57%	0.39%
	7	0.56%	0.38%
<b>2030</b>	6	0.55%	0.37%
	5	0.53%	0.36%
	4	0.51%	0.35%
<b>2027</b>	3	0.50%	0.33%
	2	0.47%	0.32%
	1	0.45%	0.31%
<b>2024</b>	0	0.44%	0.29%
<b>College Portfolio</b>	-	0.43%	0.28%

\* The Portfolio Management Fee Rolldown Schedule reflects the annual expense reduction for the Age-Based Fidelity Fund Portfolios and the Age-Based Fidelity Blend Portfolios. These fee reductions will occur annually until each Portfolio's asset allocation aligns and merges with the College Portfolio and will be reflected in a Fact Kit supplement or on [www.fidelity.com/arizona](http://www.fidelity.com/arizona) no later than January of each calendar year. Any Portfolio Management Fee adjustments will take effect on the first day of each calendar year and remain constant through the last day of the applicable calendar year. Please visit [www.fidelity.com/arizona](http://www.fidelity.com/arizona) for the most current Portfolio Management Fee Rolldown Schedule.

\*\* Portfolio Years represent each Age-Based Fidelity Funds Portfolio and Fidelity Blend Portfolio and the approximate year ranges between each Portfolio until the oldest Age-Based Portfolio reaches the year that it merges with the College Portfolio. For example, as of January 2, 2025, the Age-Based Portfolio 2039 is expected to be next to 14 Years to College and 0.63% for Fidelity Funds Portfolios and 0.44% for Fidelity Blend Portfolios.

## AZ529 PLAN FEE AND EXPENSE STRUCTURE: FIDELITY INDEX PORTFOLIOS

Portfolio	Underlying Fund and Portfolio Management Expenses <sup>1</sup>	Program Manager Fee <sup>2</sup>	State Fee <sup>3</sup>	Miscellaneous Fee <sup>4</sup>	Total Annual Asset-Based Fee <sup>5</sup>	Annual Account Maintenance Fee <sup>6</sup>
Portfolio 2042 (Fidelity Index)	0.05%	0.07%	0.02%	N/A	0.14%	N/A
Portfolio 2039 (Fidelity Index)	0.05%	0.07%	0.02%	N/A	0.14%	N/A
Portfolio 2036 (Fidelity Index)	0.05%	0.07%	0.02%	N/A	0.14%	N/A
Portfolio 2033 (Fidelity Index)	0.05%	0.07%	0.02%	N/A	0.14%	N/A
Portfolio 2030 (Fidelity Index)	0.05%	0.07%	0.02%	N/A	0.14%	N/A
Portfolio 2027 (Fidelity Index)	0.05%	0.07%	0.02%	N/A	0.14%	N/A
Portfolio 2024 (Fidelity Index)	0.05%	0.07%	0.02%	N/A	0.14%	N/A
College Portfolio (Fidelity Index)	0.05%	0.07%	0.02%	N/A	0.14%	N/A
Aggressive Growth Portfolio (Fidelity Index)	0.04%	0.07%	0.02%	N/A	0.13%	N/A
Moderate Growth Portfolio (Fidelity Index)	0.04%	0.07%	0.02%	N/A	0.13%	N/A
Conservative Portfolio (Fidelity Index)	0.04%	0.07%	0.02%	N/A	0.13%	N/A
Intermediate Treasury Index Portfolio	0.03%	0.07%	0.02%	N/A	0.12%	N/A
International Index Portfolio	0.05%	0.07%	0.02%	N/A	0.14%	N/A
Fidelity 500 Index Portfolio	0.02%	0.07%	0.02%	N/A	0.11%	N/A
Total Market Index Portfolio	0.01%	0.07%	0.02%	N/A	0.10%	N/A

- <sup>1</sup> The “Underlying Fund and Portfolio Management Fees” are based on a weighted average of the annual operating expenses after reductions of the underlying mutual funds in which the Portfolio expects to invest as of January 2, 2024 and the Portfolio Management Fees associated with the Portfolio as of January 2, 2024, which are paid to the Program Manager. Individual Fund Portfolios (as defined on page 14) do not assess Portfolio Management Fees. The after-expense fee waiver reductions reflect expenses after fees are waived or reimbursed by the investment adviser of the underlying mutual funds. Any such reimbursements are voluntary and may be lowered or eliminated at any time. See “Before Reductions” and “After Reductions” Portfolio Expense Ratios on page 28 of the AZ529 Plan Fact Kit for more information. The underlying mutual fund expense data was obtained from each fund’s most recently published financial statement (annual or semi-annual report) publicly available as of the preparation of this Fact Kit beginning September 2023. Please go to [www.fidelity.com/arizona](http://www.fidelity.com/arizona) to view Portfolio expense information.
- <sup>2</sup> The “Program Manager Fee” is the percentage of net assets paid to Fidelity for performing services for the AZ529 Plan.
- <sup>3</sup> The “State Fee” is the percentage of net assets retained by the Trust. Fidelity pays the Trustee \$10 per account during the month an account is opened with the Trust (New Account Fee). This fee is paid to the Trustee by Fidelity; the state sponsor does not deduct this New Account Fee from your account.
- <sup>4</sup> The “Miscellaneous Fee” represents any other type of fee or expense imposed by the AZ529 Plan.
- <sup>5</sup> The “Total Annual Asset-Based Fee” illustrates the total asset-based fees assessed against net assets annually. Please refer to the “Hypothetical \$10,000 Investment Cost Chart” on page 39 to review the impact of fees and expenses on a hypothetical \$10,000 investment in the Plan over 1-, 3-, 5-, and 10-year periods.
- <sup>6</sup> The “Annual Account Maintenance Fee” is the annual fee deducted from an account balance each year. The AZ529 Plan does **NOT** assess an annual account maintenance fee.

**AZ529 PLAN FEE AND EXPENSE STRUCTURE: BANK DEPOSIT PORTFOLIO**

<b>Portfolio</b>	<b>Bank Administration Fee<sup>1</sup></b>	<b>Program Manager Fee<sup>2</sup></b>	<b>State Fee<sup>3</sup></b>	<b>Miscellaneous Fee<sup>4</sup></b>	<b>Total Annual Asset-Based Fee<sup>5</sup></b>	<b>Annual Account Maintenance Fee<sup>6</sup></b>
Bank Deposit Portfolio	0.00%-0.40%	0.00%-0.05%	0.05%	N/A	0.05%-0.50%	N/A

<sup>1</sup> The "Bank Administration Fee" is the fee paid to Fidelity for the performance of administrative services relating to the Bank Deposit Portfolio. The fee is a daily charge against the net assets of the Bank Deposit Portfolio at an annual rate of 0.00% to 0.40% depending on the daily Federal Funds Target Rate and is as follows: (a) 0.00% if the Federal Funds Target Rate is 0.00% to <0.50%; (b) 0.20% if the Federal Funds Target Rate is 0.50% to <0.75%; and (c) 0.40% if the Federal Funds Target Rate is 0.75%+.

<sup>2</sup> The "Program Manager Fee" is the percentage of net assets paid to Fidelity by the Trust for performing services for the AZ529 Plan. The fee is a daily charge against the net assets of the Bank Deposit Portfolio at an annual rate of 0.00% to 0.05% depending on the daily Federal Funds Target Rate and is as follows: (a) 0.00% if the Federal Funds Target Rate is 0.00% to <0.50%; (b) 0.05% if the Federal Funds Target Rate is 0.50% to <0.75%; and (c) 0.05% if the Federal Funds Target Rate is 0.75%+.

<sup>3</sup> The "State Fee" is the percentage of net assets retained by the Trust. Fidelity pays the Trustee \$10 per account during the month an account is opened with the Trust (New Account Fee). This fee is paid to the Trustee by Fidelity; the state sponsor does not deduct this New Account Fee from your account.

<sup>4</sup> The "Miscellaneous Fee" represents any other type of fee or expense imposed by the AZ529 Plan.

<sup>5</sup> The "Total Annual Asset-Based Fee" illustrates the total asset-based fees assessed against net assets annually. This fee will range between 0.05% to 0.50% depending on the daily Federal Funds Target Rate, as described above in footnotes 1 and 2. Please refer to the "Hypothetical \$10,000 Investment Cost Chart" on page 40 to review the impact of fees and expenses on a hypothetical \$10,000 investment in the Plan over 1-, 3-, 5-, and 10-year periods.

<sup>6</sup> The "Annual Account Maintenance Fee" is the annual fee deducted from an account balance each year. The AZ529 Plan does **NOT** assess an annual account maintenance fee.

## AZ529 PLAN FEE AND EXPENSE STRUCTURE: STABLE VALUE PORTFOLIO

<b>Portfolio</b>	<b>Underlying Fund and Portfolio Management Expenses<sup>1</sup></b>	<b>Program Manager Fee<sup>2</sup></b>	<b>State Fee<sup>3</sup></b>	<b>Miscellaneous Fee<sup>4</sup></b>	<b>Total Annual Asset-Based Fee<sup>5</sup></b>	<b>Annual Account Maintenance Fee<sup>6</sup></b>
Stable Value Portfolio	0.45%	0.07%	0.01%	N/A	0.53%	N/A

- <sup>1</sup> The “Estimated Underlying Fund and Portfolio Management Fees” are based on a weighted average of the annual operating expenses after reductions of the underlying mutual funds in which the Portfolio expects to invest as of January 2, 2024, and the Portfolio Management Fees (if any) associated with the Portfolio as of January 2, 2024, which are paid to the Program Manager. Individual Fund Portfolios (as defined on page 14) do not assess Portfolio Management Fees. The after-expense fee reductions reflect expenses after fees are waived or reimbursed by the investment adviser of the underlying mutual funds. Any such reimbursements are voluntary and may be lowered or eliminated at any time. See “Before Reductions” and “After Reductions” Portfolio Expense Ratios on page 29 of the AZ529 Plan Fact Kit. The underlying mutual fund expense data was obtained from each fund’s most recently published financial statement (annual or semi-annual report) publicly available as of the preparation of this Fact Kit beginning September 2023. The Stable Value Portfolio “Estimated Underlying Fund and Portfolio Management Fees” expense data includes an Insurance Wrap Fee that is currently 0.15% of net assets of the Portfolio but may increase or decrease without notice based on the contract terms with the insurance providers. For more information, see “Stable Value Portfolio Insurance Wrap Fee” on page 31 of the AZ529 Plan Fact Kit.
- <sup>2</sup> The “Program Manager Fee” is the percentage of net assets paid to Fidelity by the Trust for performing services for the AZ529 Plan.
- <sup>3</sup> The “State Fee” is the percentage of net assets retained by the Trust. Fidelity pays the Trustee \$10 per account during the month an account is opened with the Trust (“New Account Fee”). This New Account Fee is paid to the Trustee by Fidelity; the state sponsor does not deduct the New Account Fee from your account.
- <sup>4</sup> The “Miscellaneous Fee” represents any other type of fee or expense imposed by the AZ529 Plan.
- <sup>5</sup> The “Total Annual Asset-Based Fee” illustrates the total asset-based fees assessed against net assets annually. Please refer to the “Hypothetical \$10,000 Investment Cost Chart” on page 41 to review the impact of fees and expenses on a hypothetical \$10,000 investment in the Plan over 1-, 3-, 5-, and 10-year periods.
- <sup>6</sup> The “Annual Account Maintenance Fee” is the annual fee deducted from an account balance each year. The AZ529 Plan does **NOT** assess an annual account maintenance fee.



**Investment Cost Chart.** The figures in the following tables illustrate the impact of the fees and expenses on a hypothetical \$10,000 investment in the AZ529 Plan as of January 2, 2024.

#### **HYPOTHETICAL \$10,000 INVESTMENT COST CHART: FIDELITY FUNDS PORTFOLIOS**

<b>Portfolio</b>	<b>1 Year</b>	<b>3 Years</b>	<b>5 Years</b>	<b>10 Years</b>
Portfolio 2042 (Fidelity Funds)	\$ 86	\$ 268	\$ 466	\$ 1,037
Portfolio 2039 (Fidelity Funds)	\$ 83	\$ 259	\$ 450	\$ 1,002
Portfolio 2036 (Fidelity Funds)	\$ 80	\$ 249	\$ 433	\$ 966
Portfolio 2033 (Fidelity Funds)	\$ 77	\$ 240	\$ 417	\$ 930
Portfolio 2030 (Fidelity Funds)	\$ 74	\$ 230	\$ 401	\$ 894
Portfolio 2027 (Fidelity Funds)	\$ 68	\$ 214	\$ 373	\$ 835
Portfolio 2024 (Fidelity Funds)	\$ 62	\$ 195	\$ 340	\$ 762
College Portfolio (Fidelity Funds)	\$ 61	\$ 192	\$ 335	\$ 750
Aggressive Growth Portfolio (Fidelity Funds)	\$ 97	\$ 303	\$ 525	\$ 1,166
Moderate Growth Portfolio (Fidelity Funds)	\$ 86	\$ 268	\$ 466	\$ 1,037
Conservative Portfolio (Fidelity Funds)	\$ 48	\$ 151	\$ 263	\$ 591

The hypothetical chart compares the approximate cost of investing in the AZ529 Plan over different periods of time. The chart assumes an initial \$10,000 investment in a AZ529 Plan Portfolio that invests primarily in actively-managed Fidelity mutual funds (**Fidelity Funds Portfolios**) and a 5% annual rate of return, compounded annually. Dollar amounts are calculated using Portfolio expense ratios after reductions. The after-expense fee waiver reductions reflect expenses after fees are waived or reimbursed by the investment adviser of the underlying mutual funds. Any such reimbursements are voluntary and may be lowered or eliminated at any time. See "Before Reductions" and "After Reductions" Portfolio Expense Ratios on page 28 of the AZ529 Plan Fact Kit for more information. The underlying mutual fund expense data was obtained from each fund's most recently published financial statement (annual or semi-annual report) publicly available as of the preparation of this Fact Kit beginning September 2023. All expense rates and asset allocations are assumed to remain the same for the duration of the periods. The chart assumes that all redemptions are made for Qualified Higher Education Expenses, and therefore, does not reflect the impact of potential federal, state, or local taxes. This hypothetical is not intended to predict or project investment performance. Past performance is no guarantee of future results. Your own results will vary.

## HYPOTHETICAL \$10,000 INVESTMENT COST CHART: FIDELITY INDEX PORTFOLIOS

<u>Portfolio</u>	<u>1 Year</u>	<u>3 Years</u>	<u>5 Years</u>	<u>10 Years</u>
Portfolio 2042 (Fidelity Index)	\$ 14	\$ 45	\$ 79	\$ 179
Portfolio 2039 (Fidelity Index)	\$ 14	\$ 45	\$ 79	\$ 179
Portfolio 2036 (Fidelity Index)	\$ 14	\$ 45	\$ 79	\$ 179
Portfolio 2033 (Fidelity Index)	\$ 14	\$ 45	\$ 79	\$ 179
Portfolio 2030 (Fidelity Index)	\$ 14	\$ 45	\$ 79	\$ 179
Portfolio 2027 (Fidelity Index)	\$ 14	\$ 45	\$ 79	\$ 179
Portfolio 2024 (Fidelity Index)	\$ 14	\$ 45	\$ 79	\$ 179
College Portfolio (Fidelity Index)	\$ 14	\$ 45	\$ 79	\$ 179
Aggressive Growth Portfolio (Fidelity Index)	\$ 13	\$ 42	\$ 73	\$ 166
Moderate Growth Portfolio (Fidelity Index)	\$ 13	\$ 42	\$ 73	\$ 166
Conservative Portfolio (Fidelity Index)	\$ 13	\$ 42	\$ 73	\$ 166
Intermediate Treasury Index Portfolio	\$ 12	\$ 39	\$ 68	\$ 154
International Index Portfolio	\$ 14	\$ 45	\$ 79	\$ 179
Fidelity 500 Index Portfolio	\$ 11	\$ 35	\$ 62	\$ 141
Total Market Index Portfolio	\$ 10	\$ 32	\$ 56	\$ 128

The hypothetical chart compares the approximate cost of investing in the AZ529 Plan over different periods of time. The chart assumes an initial \$10,000 investment in a AZ529 Plan Portfolio that invests in index Fidelity mutual funds (**Fidelity Index Portfolios**) and a 5% annual rate of return, compounded annually. Dollar amounts are calculated using Portfolio expense ratios after reductions. The after-expense fee waiver reductions reflect expenses after fees are waived or reimbursed by the investment adviser of the underlying mutual funds. Any such reimbursements are voluntary and may be lowered or eliminated at any time. See "Before Reductions" and "After Reductions" Portfolio Expense Ratios on page 28 of the AZ529 Plan Fact Kit for more information. The underlying mutual fund expense data was obtained from each fund's most recently published financial statement (annual or semi-annual report) publicly available as of the preparation of this Fact Kit beginning September 2023. All expense rates and asset allocations are assumed to remain the same for the duration of the periods. The chart assumes that all redemptions are made for Qualified Higher Education Expenses, and therefore, does not reflect the impact of potential federal, state, or local taxes. This hypothetical is not intended to predict or project investment performance. Past performance is no guarantee of future results. Your own results will vary.

**HYPOTHETICAL \$10,000 INVESTMENT COST CHART: FIDELITY BLEND PORTFOLIOS**

<b>Portfolio</b>	<b>1 Year</b>	<b>3 Years</b>	<b>5 Years</b>	<b>10 Years</b>
Portfolio 2042 (Fidelity Blend)	\$ 61	\$ 192	\$ 335	\$ 750
Portfolio 2039 (Fidelity Blend)	\$ 58	\$ 183	\$ 318	\$ 714
Portfolio 2036 (Fidelity Blend)	\$ 56	\$ 176	\$ 307	\$ 689
Portfolio 2033 (Fidelity Blend)	\$ 53	\$ 167	\$ 291	\$ 653
Portfolio 2030 (Fidelity Blend)	\$ 50	\$ 157	\$ 274	\$ 616
Portfolio 2027 (Fidelity Blend)	\$ 46	\$ 144	\$ 252	\$ 567
Portfolio 2024 (Fidelity Blend)	\$ 42	\$ 132	\$ 230	\$ 518
College Portfolio (Fidelity Blend)	\$ 41	\$ 128	\$ 224	\$ 505

The hypothetical chart compares the approximate cost of investing in the AZ529 Plan over different periods of time. The chart assumes an initial \$10,000 investment in a AZ529 Plan Portfolio that invests in a combination of actively-managed and index Fidelity mutual funds (**Fidelity Blend Portfolios**) and a 5% annual rate of return, compounded annually. Dollar amounts are calculated using Portfolio expense ratios after reductions. The after-expense fee waiver reductions reflect expenses after fees are waived or reimbursed by the investment adviser of the underlying mutual funds. Any such reimbursements are voluntary and may be lowered or eliminated at any time. See "Before Reductions" and "After Reductions" Portfolio Expense Ratios on page 29 of the AZ529 Plan Fact Kit for more information. The underlying mutual fund expense data was obtained from each fund's most recently published financial statement (annual or semi-annual report) publicly available as of the preparation of this Fact Kit beginning September 2023. All expense rates and asset allocations are assumed to remain the same for the duration of the periods. The chart assumes that all redemptions are made for Qualified Higher Education Expenses, and therefore, does not reflect the impact of potential federal, state, or local taxes. This hypothetical is not intended to predict or project investment performance. Past performance is no guarantee of future results. Your own results will vary.

**HYPOTHETICAL \$10,000 INVESTMENT COST CHART: BANK DEPOSIT PORTFOLIO**

<b>Portfolio</b>	<b>1 Year</b>	<b>3 Years</b>	<b>5 Years</b>	<b>10 Years</b>
Bank Deposit Portfolio	\$ 51	\$ 160	\$ 280	\$ 628

The hypothetical chart compares the approximate cost of investing in the AZ529 Plan over time. The chart assumes an initial \$10,000 investment in the **Bank Deposit Portfolio** and a 5% annual rate of return, compounded annually. The expense ratios for the Portfolio include a bank administration fee that ranges between 0.00% to 0.40% and a program fee (which is comprised of the program management fee and state fee) that ranges between 0.05% and 0.10%. These fees will vary based on the daily Federal Funds Target Rate and will result in a Portfolio expense ratio that ranges between 0.05% and 0.50%. The dollar amounts illustrated in the chart will vary based on the Portfolio's then-current expense ratio. The chart assumes that all redemptions are made for Qualified Higher Education Expenses, and therefore does not reflect the impact of potential federal, state, or local taxes. This hypothetical is not intended to predict or project investment performance. Past performance is no guarantee of future results. Your own results will vary.

## HYPOTHETICAL \$10,000 INVESTMENT COST CHART: STABLE VALUE PORTFOLIO

<u>Portfolio</u>	<u>1 Year</u>	<u>3 Years</u>	<u>5 Years</u>	<u>10 Years</u>
Stable Value Portfolio	\$ 54	\$ 170	\$ 296	\$ 665

The hypothetical chart compares the approximate cost of investing in the AZ529 Plan over different periods of time. The chart assumes an initial \$10,000 investment in the **Stable Value Portfolio** that invests in a stable value separately-managed account that may invest in individual securities or actively-managed and/or index Fidelity mutual funds and investment contracts issued by third-party insurance companies or banks and a 5% annual rate of return, compounded annually. Dollar amounts are calculated using Portfolio expense ratios after reductions. After expense fee reductions reflect expenses after fees are waived or reimbursed by the investment adviser of the underlying mutual funds. Any such reimbursements are voluntary and may be lowered or eliminated at any time. See "Before Reductions" and "After Reductions" Portfolio Expense Ratios on page 29 of the AZ529 Plan Fact Kit for more information. The underlying mutual fund expense data was obtained from each fund's most recently published financial statement (annual or semi-annual report) publicly available as of the preparation of this Fact Kit beginning September 2023. All expense rates and asset allocations are assumed to remain the same for the duration of the periods. The chart assumes that all redemptions are made for Qualified Higher Education Expenses, and therefore, does not reflect the impact of potential federal, state, or local taxes. This hypothetical is not intended to predict or project investment performance. Past performance is no guarantee of future results. Your own results will vary.

## CHOOSING YOUR INVESTMENTS

Although federal law doesn't let 529 plan Participants take a hands-on role in choosing investments, the AZ529 Plan does offer you some flexibility.

Your first step is to decide whether you would prefer to follow an Age-Based Strategy (the simplest option) or create a Custom Strategy of your own.

### Deciding Which Strategy is Right for You

**Age-Based Strategy.** With this strategy, your entire account will be invested in the Age-Based Portfolio that corresponds to your Beneficiary's birth year and the approximate year the Beneficiary is anticipated to start college. You may choose an Age-Based Portfolio that invests primarily in actively-managed Fidelity mutual funds (**Fidelity Funds Portfolios**), index Fidelity mutual funds (**Fidelity Index Portfolios**), or a combination of actively-managed and index Fidelity mutual funds (**Fidelity Blend Portfolios**). Each Portfolio becomes increasingly more conservative over time as the Beneficiary approaches college age. If you're comfortable with the Age-Based Portfolio approach as described in this Fact Kit, you can select this strategy by checking the appropriate box in the "Age-Based Strategy" section on your account application.

**Custom Strategy.** With this strategy, you may allocate your assets among all of the Static, Individual Fund, Bank Deposit, Stable Value, and Age-Based Portfolios offered in the AZ529 Plan. To use a Custom Strategy, check the appropriate box in the "Custom Strategy" section on your account application. Write in the allocations you want, in increments of 5%.

## AGE-BASED OR CUSTOM?

A wide variety of criteria may enter into your strategy decision, potentially including one or more of the reasons below.

You may want to consider the **Age-Based Strategy** if you:

- are more interested in convenience than in personally controlling the allocation
- would feel more comfortable letting Fidelity's investment professionals manage your allocation

You may want to consider a **Custom Strategy** if you:

- want to make your own investment choices to the extent allowed by law
- want specific investment options or a customized selection of investment options that are designed for beneficiaries of any age
- want to invest in one or more Age-Based, Static, Individual Fund, Bank Deposit, or Stable Value Portfolio
- want to combine Age-Based, Static, Individual Fund, Bank Deposit, or Stable Value Portfolio to add a more conservative or aggressive approach to your account

### Changing Your Strategy or Allocation

Unless you change it, the strategy you select when you set up your account will remain in place for the life of the account. Any Age-Based Portfolios will shift allocation according to the allocation path described earlier, until being rolled into the College Portfolio (Fidelity Funds, Fidelity Index or Fidelity Blend); any Static, Individual Fund, Bank Deposit, or Stable Value Portfolios will retain their specified allocations.

Although the Age-Based Strategy is designed to eliminate the need for strategy change, you may want to review your selected strategy on a periodic basis. There is no prohibition on

changing to a Custom Strategy. Conversely, although it is recommended that Custom Strategies be reviewed and updated periodically, there is no obligation to do so.

## AGE-BASED STRATEGY CONSIDERATIONS

Once you decide whether you want to create an Age-Based or Custom Strategy, the next decision to make is whether you want to invest in Portfolios of Fidelity Funds, Fidelity Index or Fidelity Blend.

You may want to consider primarily actively-managed Fidelity mutual funds (**Fidelity Funds Portfolios**) if you:

- want Portfolios with an active asset allocation strategy that invest in underlying mutual funds that seek to generate returns that may beat a major market index over the long term but may carry greater risk than Index Portfolios because they seek higher returns.
- seek Portfolios that invest in underlying mutual funds that are managed by dedicated portfolio managers who are making investment decisions backed by Fidelity's proprietary investment research.

You may want to consider index Fidelity mutual funds (**Fidelity Index Portfolios**) if you:

- want Portfolios that invest in underlying mutual funds that seek to generate returns that try to mirror the performance and risks of a major market index over the long term.
- seek Portfolios that invest in underlying mutual funds that are able to keep transaction costs and other expenses low because the underlying funds are passively managed, which means that the securities held in the respective index determine the Portfolio's investments, not a portfolio manager.

You may want to consider a combination of actively-managed and index Fidelity mutual funds (**Fidelity Blend Portfolios**) if you:

- want Portfolios with an active asset allocation strategy that invest in a combination of underlying active

and index underlying Fidelity mutual funds. These Portfolios are comprised of underlying mutual funds that attempt to beat a major market index over the long term as well as those underlying mutual funds that seek to generate returns that try to mirror the performance and risks of a major market index over the long term

With any strategy, however, there are limitations on how often a strategy or an allocation can be changed. **In general, you should periodically assess, and if appropriate, adjust your investment choices with your time horizon, including your education time horizon, risk tolerance, and investment objectives in mind.**

**Moving money among Portfolios.** Federal tax law provides two circumstances under which you may move money among Portfolios within an existing account:

- Twice during a calendar year. You may move money among Portfolios online or may call Fidelity at 1-800-544-1262 with your instructions. You may also download or call for a 529 Plan Investment Instructions form, then complete and submit the form using the instructions it provides.
- When you change the Beneficiary of the account to another eligible family member of the original Beneficiary. Download or call for a College Investing Plan Beneficiary Change Form and an Account Application, if the new Beneficiary does not have an existing 529 account. Complete and submit the forms using the instructions they provide. Note that there are restrictions and tax considerations on Beneficiary changes.

**Changing how future contributions will be allocated.** At any time, you can change the allocation for contributions that are made to an account in the future. To do so, you may go

online, call Fidelity at 1-800-544-1262 with your instructions, or download or call for a 529 Plan Investment Instructions form, then complete and submit the form using the instructions it provides. Be sure to tell us whether the change applies to all future contributions or only to one.

**AZ529 Plan Participants may not move money from the Stable Value Portfolio to the Bank Deposit Portfolio. Please carefully review your Portfolio selection before investing in the AZ529 Plan. You may want to consult with a financial or tax professional before investing.**

**Transfers between 529 plan accounts within the Trust.** You may move money to your AZ529 Plan Account from another 529 plan account within the Trust (i.e., another qualified tuition program issued by the Arizona State Board of Investment) for the benefit of the same designated Beneficiary. Such a transfer will be considered a change of investment options, which under federal tax law is allowed twice per calendar year. Before making a transfer you may want to consult a tax professional.

## CHANGING THE BENEFICIARY

At any time, you can change the Beneficiary of a AZ529 Plan Account to someone who is recognized by federal tax law as a family member of the original Beneficiary. There should be no federal income tax consequences to such a change (although there could be federal gift or GST tax consequences). You can move money in an account to an account for someone who is not a permitted family member, but for tax purposes this is the same as if you had withdrawn the money and not used it to pay for Qualified Higher Education Expenses of the Beneficiary; see page 46.

For purposes of a 529 plan, a family member is defined as anyone who bears one or more of the following relationships to the original Beneficiary (including through adoption as a child), or, except as noted, is the spouse of anyone who bears such a relationship:

- sibling or half-sibling
- first cousin (but not a first cousin's spouse)
- descendent (for example, child or grandchild)
- forebear (for example, parent or grandparent)
- niece or nephew by blood
- aunt or uncle by blood
- child-, parent-, or sibling-in-law
- spouse
- step-parent, step-sibling, or step-child (but not other step-relatives)

Note that if the new Beneficiary belongs to a younger generation than the original Beneficiary, the original Beneficiary may be liable for gift or GST tax.

You may change the Beneficiary on an account online or may call for or download a College Investing Plan Beneficiary Change Form. Complete and submit the form using the instructions it provides. Unless you tell us otherwise, any money in Static, Individual Fund, Bank Deposit, or Stable Value Portfolios will remain there and any money in an Age-Based Portfolio will be transferred to the Age-Based Portfolio that's keyed to the new Beneficiary's birth year (if different from the current Age-Based Portfolio).

You may transfer all assets in an account to an account you hold for another Beneficiary, or only a portion of the assets.



## UGMA/UTMA POINTS

You cannot change the Beneficiary of a UGMA/UTMA 529 account.

In a UGMA/UTMA 529 account, the rules concerning account succession are different:

- The custodian of a UGMA/UTMA 529 account can be changed. If the existing custodian resigns for any reason, a successor custodian may be named.
- The custodian of a UGMA/UTMA 529 account can name a successor custodian by placing the proper language in his/her will or by executing a properly notarized letter of designation.
- If a custodian dies without naming a successor custodian, what happens depends on the age of the minor:
  - If the minor is fourteen or older, he/she may name a successor custodian by providing Fidelity with a notarized letter doing so.
  - If the minor is under fourteen, his/her legally authorized guardian will become the successor custodian once evidence of guardianship has been provided to Fidelity. If there is no guardian, or the guardian fails to act, any interested person (such as an adult family member or the custodian's representative) may ask a court to name a successor custodian.
- The provisions in the bullet above also apply if a custodian becomes incapacitated.

## CHANGING THE PARTICIPANT

Arizona law permits a AZ529 Plan Participant to transfer account ownership rights and powers to another eligible Participant. If you choose to transfer such ownership rights to your account, it will be considered an irrevocable transfer and subject to any applicable taxes, including income taxes. Before making a transfer of account ownership, please consult a tax professional regarding your specific situation.

## Naming a "Successor Participant"

If a Participant dies while there is still money in the account, Fidelity will need to recognize a "Successor Participant" to take over the Participant's role. As the Participant, you have the ability to name a Successor Participant, and a Contingent Successor Participant, in the event that either is needed.

The simplest and most reliable way to name a Successor Participant is on the account application. You can add or change a Successor Participant and/or Contingent Successor Participant to an existing account by using a Successor Participant Form. You can get the form by calling 1-800-544-1262 or by downloading it from [www.fidelity.com](http://www.fidelity.com). You can also add or change Successor Participant information online.

A Successor Participant can be a trust or a U.S. resident who is at least 18 years old and has a Social Security number or Tax ID; it can be a family member or someone not related. The Successor Participant can even be the Beneficiary him/herself, as long as the Beneficiary is at least 18 years old, has a Social Security number, and is a U.S. resident.

## Transferring Control to a Successor Participant

If a Participant dies, we will need the following documents before we can put the account in a Successor Participant's name:

- letter of instruction
- distribution form
- certified copy of death certificate
- new account application (if a Successor Participant is named and doesn't already have an account for the same Beneficiary)
- certified copy of letters testamentary or letters of administration (if the Participant left no Successor Participant Form)

If a completed Successor Participant Form exists, the documents should be submitted by the Successor Participant named in the form. If no form exists, the executor/executrix of the Participant's estate should submit the required documents. Fidelity reserves the right to require additional documentation.

## WHY SHOULD YOU NAME A SUCCESSOR PARTICIPANT?

Although you're not required to name a Successor Participant on your account application, there are good reasons why you might want to.

Should you (the Participant) die, whoever becomes the Successor Participant will have control over the account. The Successor Participant will have the power to change the Beneficiary, even the power to close the account and keep the money (minus the applicable taxes).

You can name a Successor Participant in your will. However, until your estate is settled - which could take months or even years - it may be difficult or impossible for anyone to make desired changes to the account or to withdraw any money, even for Qualified Higher Education Expenses. And if you don't name a Successor Participant at all, then one will be chosen for you by operation of law, which could mean the selection of a person who would not have been your choice.

Naming the Successor Participant on your account application may be the most direct way you have of avoiding these potential problems.

# Making Withdrawals and Closing an Account

In this section, you'll find information and instructions on how to take money out of your AZ529 Plan Account, as well as how to determine the tax implications of a withdrawal before you request one.

**Section 529 Qualified Tuition Programs are intended to be used only to save for Qualified Higher Education Expenses. These Programs are not intended to be used, nor should they be used, by any taxpayer for the purpose of evading federal or state taxes or tax penalties. Taxpayers may wish to seek tax advice from an independent tax advisor based on their own particular circumstances.**

## **DETERMINING THE TAX STATUS OF A WITHDRAWAL**

One of the main benefits of a 529 plan account is that the money in the account grows federal income tax-deferred. Once money is in an account, it should have few or no tax consequences for you, until you take it out. Even then, if the withdrawal is for "Qualified Higher Education Expenses," as defined by Section 529 of the Internal Revenue Code, you may enjoy additional tax benefits.

Keep in mind that the tax information here is intended as a helpful guide, but isn't comprehensive and isn't tax advice. And, remember, the following tax information refers to federal tax laws but except where noted, not to any state or local taxes that may apply. Before making any AZ529 Plan Account transactions, get advice from a qualified tax professional.

### **Withdrawals that are Tax-Exempt**

Money you take from your AZ529 Plan Account for the Beneficiary's Qualified Higher Education Expenses is generally not subject to federal income tax.

There are three main tests for Qualified Higher Education Expenses: What type of educational institution the expense relates to, what the money is used for, and whether the expense can be documented.

**School accreditation.** For education expenses at a college or university to be qualified, the Beneficiary must be enrolled at an eligible educational institution that meets specific federal accreditation standards. These institutions include:

- most four-year colleges and universities, both for undergraduate and advanced degrees
- many two-year institutions

- many proprietary and vocational schools
- foreign schools that are eligible for the federal student loan program, including some foreign medical schools (for a full list go to [www.studentaid.gov](http://www.studentaid.gov))

Be certain that the Beneficiary's school is accredited for purposes of using 529 plan assets to cover expenses before you make a withdrawal. 529 account assets also may be used for certain elementary and secondary educational expenses. Up to \$10,000 per taxable year in 529 account assets per beneficiary may be used for tuition expenses in connection with enrollment at a public, private, or religious elementary or secondary educational institution. Although the assets may come from multiple 529 accounts, the \$10,000 qualified withdrawal limit will be aggregated on a per beneficiary basis. The IRS has not provided guidance to date on the methodology of allocating the \$10,000 annual maximum among withdrawals from different 529 accounts. In addition, as of January 1, 2019, 529 account assets also may be used for certain apprenticeship program expenses, and on a lifetime basis up to \$10,000 per individual may be used to pay principal or interest on a qualified education loan of the beneficiary or a sibling of the beneficiary. Although the assets may come from multiple 529 accounts, the lifetime \$10,000 qualified withdrawal limit for qualified education loan payments will be aggregated on a per beneficiary or per individual sibling of the beneficiary basis, as applicable. The IRS has not provided guidance to date on the methodology of allocating the \$10,000 per individual lifetime maximum among withdrawals from different 529 accounts.

**Purpose of Expense.** Qualified withdrawals include money used to pay for any of the following qualified education expenses:

**Higher Education Expenses**

- tuition and fees.
- books, supplies, computer equipment and technology, and equipment required for enrollment.
- room and board as long as the Beneficiary is attending the institution at least half-time (currently, if the student lives in housing owned or operated by the school, the allowable amount is the actual cost; otherwise it is limited to the room and board portion of the institution's minimum "cost of attendance" figure).
- "special needs services" needed by a special needs Beneficiary in connection with attending the institution.

**Elementary and Secondary Education Expenses**

- tuition expenses of up to \$10,000 per beneficiary in connection with enrollment at a public, private, or religious elementary or secondary educational institution.

Because the \$10,000 annual limit on the amount treated as Qualified Higher Education Expenses applies in the aggregate to all withdrawals from all 529 accounts designating the same beneficiary, irrespective of who owns the account, if you are aware of any other 529 accounts with the same designated beneficiary, you should coordinate with the owner of any such other account and with your tax advisor as to which withdrawals will be treated as Qualified Higher Education Expenses.

**Apprenticeships**

- expenses for fees, books, supplies, and equipment required for the

participation of a designated beneficiary in an apprenticeship program registered and certified with the Secretary of Labor under Section 1 of the National Apprenticeship Act. This provision is effective for such distributions made after December 31, 2018.

**Student Loan Repayment**

- amounts paid as principal or interest on any qualified education loan (as defined in section 221(d) of the Code) of a 529 plan designated beneficiary or a sibling of the designated beneficiary. The amount treated as a qualified expense is subject to a lifetime limit of \$10,000 per individual. This provision is effective for such distributions made after December 31, 2018. Any federal income tax deduction otherwise available for interest on any qualified education loan will be reduced by the interest component of any qualified withdrawal used to repay a qualified education loan of the applicable taxpayer in the applicable tax year.

Because the \$10,000 lifetime limit per individual on the amount of principal or interest on a qualified education loan treated as Qualified Higher Education Expenses applies in the aggregate to all withdrawals from all 529 accounts designating the same beneficiary, irrespective of who owns the account, if you are aware of any other 529 accounts with the same designated beneficiary, or of any other withdrawals from a 529 account for such payments for the same sibling of the beneficiary from a 529 account, you should coordinate with the owner of any such other account and with your tax advisor as to how much of the \$10,000 limit remains available for withdrawals for such purpose from your 529 account for the designated beneficiary or a particular sibling of the designated beneficiary, and as to

which withdrawals will be treated as Qualified Higher Education Expenses.

Note that any expenses used to claim the American Opportunity tax credit or Lifetime Learning credit (see page 51), or any expenses covered by a tax-free scholarship or grant, are not considered Qualified Higher Education Expenses.

**Expense documentation.** Although a Participant does not need to indicate to a 529 plan administrator whether a withdrawal is for Qualified Higher Education Expenses, it's important for you and the Beneficiary to keep all records of expenses for income tax purposes. The earnings portion of a withdrawal may be considered taxable if you are unable to show that it was used to pay for the following qualified education expenses during the year in which you took a withdrawal: (i) higher education expenses, (ii) elementary and secondary education expenses, provided you did not exceed the \$10,000 qualified withdrawal limit per beneficiary, (iii) certified apprenticeship program expenses, or (iv) student loan repayment, provided you did not exceed the lifetime \$10,000 qualified withdrawal limit per beneficiary or per sibling of the beneficiary.

**Withdrawals that are Taxable**

As a rule, a non-qualified withdrawal - money taken from an AZ529 Plan Account and not used for Qualified Higher Education Expenses, (for example, that are not Qualified Higher Education Expenses, higher education expenses, any amount in excess of \$10,000 per taxable year for tuition expenses in connection with the Beneficiary's enrollment at a public, private, or religious elementary or secondary educational institution, any amount in excess of a lifetime amount of \$10,000 per individual for payment of qualified education loans of the Beneficiary or a sibling of the Beneficiary) - will trigger federal income tax liability and possibly

penalties. What portion of the money is taxable, what types of tax are involved, and who owes the tax all can vary with circumstances.

### **Portion of money that is taxable.**

The money in a AZ529 Plan Account consists of money that was contributed (principal) and any earnings on that money. When a withdrawal is made, it's considered to have the same ratio of principal and earnings as the account itself.

The principal portion of a withdrawal isn't taxable, no matter what the withdrawal is used for. Withdrawals used for the Beneficiary's Qualified Higher Education Expenses are not taxable. For withdrawals that aren't used for the Beneficiary's Qualified Higher Education Expenses, the earnings portion generally is taxable.

Except for situations described in the rest of this paragraph, 100% of your opening balance in the AZ529 Plan Account is considered principal. When you create a AZ529 Plan Account through the rollover of a 529 plan, Coverdell account, or the proceeds from the redemption of a qualified U.S. savings bond, the portion that will be considered principal in your AZ529 Plan Account is whatever is reported as being principal by the provider of the source account (with certain exceptions for qualified savings bond proceeds). Note that if we receive no documentation about the source account, by law we must consider the entire rollover amount to be earnings. For more information on rollovers and transfers, see page 10.

## **DO TAXABLE WITHDRAWALS AFFECT FINANCIAL AID?**

According to the Department of Education, a taxable withdrawal could be counted as taxable income, which could reduce eligibility for financial aid in the following year. The effect would depend on the size of the withdrawal, how much of it was taxable, and who received the money, among other factors, see page 52.

**Types of taxes that may be involved.** The earnings portion of a non-qualified withdrawal is subject to federal income tax as well as a 10% federal penalty tax, which exists to discourage the use of 529 accounts as a tax shelter. If you live or pay taxes in a state other than Arizona, there may also be state or local income tax, interest and dividends tax, or the equivalent.

There are two circumstances where you can make a non-qualified withdrawal that is not subject to the federal penalty tax:

- if the Beneficiary receives a scholarship or attends a U.S. Military Academy, you can withdraw up to the amount of the scholarship or the costs of an advanced education at a U.S. Military Academy (as defined by Title 10 USCS Section 2005(e)(3))
- if the Beneficiary becomes disabled or dies

In either of these cases, the earnings portion of the withdrawal generally will still be subject to any other applicable taxes, including federal income tax.

**Who's liable for the taxes.** The Beneficiary will be liable for any taxes due on money that's paid to the Beneficiary or the Beneficiary's Eligible Educational Institution. The Participant will be liable for any taxes due on money that goes to any other recipient. Federal income tax is calculated at that person's income tax rate. State

and local taxes generally follow federal tax treatment, but may vary.

## **Annual Reporting of Withdrawals**

For any year when there are withdrawals from your AZ529 Plan Account, the withdrawal will be reported to the IRS and we will send out Form 1099-Q to whomever was considered to have received the money. For money sent to the Beneficiary or directly to his/her school, a Form 1099-Q will go to the Beneficiary, who will be considered the recipient of the money for tax purposes. For all other withdrawals, the Participant will be considered to have received the money and will be sent a Form 1099-Q. It is the responsibility of the Participant to prove that the money was used for Qualified Higher Education Expenses.

## **REQUESTING A WITHDRAWAL**

To make a withdrawal of any kind, whether qualified or non-qualified, you'll need to call Fidelity at 1-800-544-1262 to make a withdrawal by phone or to request a College Investing Plan Distribution Form, or you may also go to [www.fidelity.com](http://www.fidelity.com) to make a distribution. Login to your account to make an online transfer from your 529 account to your Fidelity brokerage account or to an outside bank or use the Fidelity BillPay® for 529 Accounts feature to request an online distribution to an Eligible Educational Institution from your AZ529 Plan Account. The Fidelity BillPay for 529 Accounts feature is covered by its own customer agreement. It is your responsibility to read and understand the terms of the agreement before you begin using the feature. Withdrawals can be made only by the Participant (or legally authorized representative), not the Beneficiary. You should determine the tax implications of any withdrawal before you make a withdrawal.



**Getting a copy of the distribution form.** You can download the form from [www.fidelity.com](http://www.fidelity.com) or have one mailed to you by calling 1-800-544-1262.

**Information you'll need to provide.**

In addition to basic information, such as name and account number, you'll need to tell us:

- the total amount you want to withdraw
- which Portfolios you want the money to be withdrawn from
- how much money we should take out of each Portfolio

If you don't provide all of this information, you'll need to resubmit your request before we can act on it.

If you do provide all this information, but the amount you ask to withdraw from any given Portfolio is more than what you have in the Portfolio, we'll send you all the money you have in that Portfolio but we won't take money out of any Portfolio you didn't name. As a result, the amount of your withdrawal will be less than what you asked for. To get the rest, you'll need to make another withdrawal.

**Receiving the withdrawal.** Your withdrawal will be in the form of a check sent by regular mail or an online distribution if using the Fidelity BillPay for 529 Accounts feature. The withdrawal will be sent to whomever you specify: you, the Beneficiary, the Beneficiary's school, or someone else.

**Recontribution of Refunds.** Any refund from an Eligible Educational Institution of amounts paid out of the Beneficiary's 529 account for Qualified Higher Education Expenses will not be included in the Beneficiary's gross income if the refunded amounts are recontributed to a 529 account for the same Beneficiary within 60 days of the refund. The recontributed amount may not exceed the amount of the

refund. You will need to retain your refund and redeposit records and receipts for your files. You can download a 529 Recontribution Request form from [www.fidelity.com](http://www.fidelity.com).

**CLOSING AN ACCOUNT**

If you withdraw all of the money in your AZ529 Plan Account and want to close the account, you will need to contact Fidelity and provide such instruction.

**Making a transfer or rollover to another 529 plan account**

You may rollover 529 account assets from your AZ529 Plan Account to an account in another qualified tuition program established under Section 529 of the Code. The other account's designated beneficiary must be the Beneficiary of your AZ529 Plan Account or a "member of the family" of the Beneficiary. The rollover amount must be received by the other 529 account within 60-days of distribution from your AZ529 Plan Account.

Also, according to federal tax law, only one 529 account per Beneficiary can be rolled over to an account in another 529 program in any twelve-month period without changing the Beneficiary. This may be true even if the accounts have different owners; however, there is no such restriction with respect to any rollover in which the Beneficiary is changed to a member of the family of the original beneficiary. See the definition of "member of the family" on page 43.

If you choose to make a rollover into another 529 plan account we will send to the address of record on your account a check payable to your new plan for your benefit. Separately, we will send information on the ratio of principal and earnings in your account at the time of the withdrawal. If you don't complete your rollover within 60

days, or you don't provide the principal and earnings information to your new plan, you may face tax consequences.

**Making a transfer or rollover to an ABLE Savings Plan ("ABLE" account)**

You may rollover 529 account assets to a qualified ABLE program as established under Section 529A of the Code. However, the ABLE account's designated beneficiary/eligible individual must be the 529 account's designated beneficiary or an eligible individual (as defined by IRC Section 529A) and an eligible family member of the 529 account's designated beneficiary as defined by IRC Section 529. The rollover amount must be received by the ABLE account within 60-days of distribution from the 529 account. Any amounts rolled over to an ABLE account will count towards the ABLE account's annual contribution limit. Unless extended by law, this provision will sunset on December 31, 2025.

Also, according to federal tax law, only one 529 account per Beneficiary can be rolled over in any twelve-month period without changing the Beneficiary. This is true even if the accounts are in different 529 plans or have different Participants; however, there is no such restriction with respect to any rollover in which the Beneficiary is changed to an eligible member of the family of the original Beneficiary.

If you rollover a 529 account to an ABLE account, those assets will remain in the ABLE account and be subject to the rules and restrictions of an ABLE account. You should consult with a tax professional before making a rollover to an ABLE account.

See the limitations on changing Beneficiaries on page 43.

### **Making a transfer to a Roth IRA account**

You may transfer certain assets from your 529 account to a Roth IRA established for the Beneficiary of the 529 account. Beginning January 2024, the Secure 2.0 Act of 2022 (the "Act") provides that you may transfer 529 assets to a Roth IRA under the following conditions: (i) the 529 account must have been maintained for the Beneficiary for at least 15 years, (ii) the transfer amount must come from contributions made to the 529 account at least five years prior to the transfer date and attributable earnings, (iii) the Roth IRA must have the same Beneficiary as the 529 account from which the transfer is made, (iv) the amount transferred from a 529 account to a Roth IRA in the applicable year, together with all other contributions in such year to IRAs for the same beneficiary, must not exceed the annual Roth IRA contribution limit applicable to such beneficiary, and (v) the aggregate amounts transferred from 529 accounts to all Roth IRAs must not exceed \$35,000 per beneficiary.

According to the Act, the movement of 529 account assets to a Roth IRA must be completed as a direct transfer from the qualified tuition program to the Roth IRA custodian. The qualified tuition program will be required to send a copy of the principal and earnings in your 529 account as well as any other information specified through forthcoming guidance by the IRS to the Roth IRA custodian as of the date of the distribution to the Roth IRA. You will need to complete the required forms to initiate the transfer of your 529 assets to a Roth IRA. Please visit [www.fidelity.com/529](http://www.fidelity.com/529) for more information. It is your responsibility to maintain adequate records and documentation on your accounts to ensure you comply with the 529-to-Roth IRA transfer requirements set forth in the Internal Revenue Code.

As of the date of this Fact Kit, the IRS has not issued guidance on the 529-to-Roth IRA transfer provision in the Act but is anticipated to do so in the future. Based on forthcoming IRS guidance, it may be necessary to change or modify some of the 529-to-Roth IRA transfer requirements. Please consult a qualified financial or tax professional regarding your specific circumstances before making any investment decision. You may have a gain or loss when you transfer your 529 assets.

### **NOTES:**

## FREQUENTLY ASKED QUESTIONS

### What if the Beneficiary . . .

- **gets a scholarship or attends a U.S. Military Academy?** You can withdraw up to the scholarship amount or the costs of an advanced education at a U.S. Military Academy (as determined by law) without paying the federal penalty tax, although other taxes may still apply. *More, page 47.*
- **graduates without using all the money in the account?** The Beneficiary can use the money for advanced education; you can change the Beneficiary to another eligible family member; or you can take out the money as a non-qualified withdrawal and pay all applicable income and penalty taxes. *More, pages 43, 46.*
- **leaves college before graduating or puts off going to college?** You can maintain the account until the Beneficiary enrolls or re-enrolls; you can change the Beneficiary to another eligible family member; or you can take out the money as a non-qualified withdrawal and pay all applicable income and penalty taxes. *More, pages 43, 46.*
- **decides not to go to college?** You can change the Beneficiary to another eligible family member or take out the money as a non-qualified withdrawal and pay all applicable income and penalty taxes. *More, pages 43, 46.*
- **becomes disabled or dies?** You can withdraw up to the entire amount in the account without paying the federal penalty tax, although other taxes may still apply. Depending on the timing and nature of the disability, you may be able to rollover some or all of the account to an ABLE account. *More, page 47.*

### What if I . . .

- **want to divide the money in an account between two or more Beneficiaries?** As long as it's not a UGMA/UTMA 529 account and the new Beneficiary is an eligible family member of the original one, you can transfer a portion of the account balance to a new or existing account. The transfer will generally be federally tax-free, but is subject to the maximum limit on contributions for a Beneficiary and may be subject to gift or GST tax. *More, pages 8, 43.*
- **die while money is still in the account?** If you have designated a Successor Participant, that person can take over your role as Participant. Otherwise, the account may be tied up in estate delays. *More, page 44.*
- **need to take out money before the Beneficiary reaches college?** Unless it is used to pay tuition at the Beneficiary's elementary or secondary school subject to the \$10,000 amount limit, it will be considered a non-qualified withdrawal and taxed accordingly. *More, pages 45, 46.*
- **want to use the money for K-12 expenses?** You can use up to \$10,000 in distributions per beneficiary for tuition expenses incurred with the enrollment of the designated beneficiary at a public, private, or religious elementary or secondary educational institution per taxable year. Although the money may come from multiple 529 accounts owned by the same person or different people, the maximum \$10,000 amount will be aggregated on a per beneficiary basis. The IRS has not provided guidance to date on the methodology of allocating the \$10,000 annual maximum among withdrawals from different 529 accounts.
- **want to borrow from the account or use it as collateral?** Neither of these options is allowed by law.
- **want to transfer the account to a new Participant?** You can, but if you choose to transfer such ownership rights to your account, it will be considered an irrevocable transfer and subject to applicable taxes, including gift and income taxes. However, if it is a UGMA/UTMA 529 account, the only name you can put it in is the Beneficiary's. *More, page 44.*
- **want to use the money to repay student loans?** You may pay amounts used as principal or interest on any qualified education loan of a 529 plan designated beneficiary or a sibling of the designated beneficiary up to a \$10,000 lifetime limit per individual. *More, page 46.*



# Tax Credit and Financial Aid Considerations

**This section tells you about two federal tax credits that may be used in tandem with your AZ529 Plan Account. It also discusses investments in a Coverdell Education Savings Account (Coverdell ESA) and how your AZ529 Plan Account may affect the calculation of state and federal financial aid.**

## **American Opportunity Tax Credit and Lifetime Learning Credits**

These are two federal tax credits that can provide an additional way to help with education costs: the American Opportunity Tax Credit and the Lifetime Learning Credit. Both set conditions that are fairly precise, but if you meet the basic eligibility requirements, it can be worth the effort because you can receive dollar-for-dollar tax credits - not just deductions.

Here are some points to know about these credits:

- Generally, these credits can only be used to reduce tax otherwise payable for the particular year (ignoring tax withholding and estimated tax payments). Therefore, once a person's tax payable for a particular year is reduced to zero, any unused credits generally will not be refunded in cash and cannot be carried forward to another tax year. However, up to the lesser of 40% of a taxpayer's American Opportunity Tax Credit or \$1,000 may be refunded.
- If a parent claims a child as a dependent on the parent's federal income tax return, only that parent may make a claim for either credit with respect to that child.
- Both credits cannot be claimed in the same tax year for the same student. However, one credit may be used for the expenses of one student and the other credit for the expenses of another student in the same tax year.
- Neither credit can be claimed for qualified education expenses to the extent expenses were (i) used to obtain tax-free treatment for a distribution from a 529 account or a Coverdell ESA, (ii) claimed as a deduction under other federal tax provisions (such as the Section 222 tuition and fees deduction), or

(iii) covered by any tax-free scholarship, grant, or other assistance.

**Details of the American Opportunity Tax Credit.** The American Opportunity Tax Credit offers a tax credit of up to \$2,500 per student per year for the first four years of college-level education. You may be eligible for a credit when all of these criteria apply:

- you are a single taxpayer whose modified adjusted gross income isn't over \$80,000 (\$160,000 for married taxpayers filing joint returns) - the credit is gradually reduced to \$0 for incomes up to \$90,000 for single taxpayers (\$180,000 for married filing jointly)
- you paid certain higher education expenses during the calendar year - specifically, tuition, fees and course materials required for you, your spouse, or any dependent claimed as a Section 151 income tax deduction to enroll at or attend an eligible post-secondary school (note that this is not exactly the same as the definition of a Qualified Higher Education Expense for the AZ529 Plan)
- the student had not yet finished four years of college-level education as of the beginning of the calendar year
- the student attended school during an academic period that began during the calendar year, and attended at least half-time

Individuals who meet these criteria may be eligible for a tax credit of 100% of the first \$2,000 of qualified expenses, plus 25% of the next \$2,000. See a qualified tax advisor for further details and requirements.

**Details of the Lifetime Learning Credit.** The Lifetime Learning Credit offers a maximum tax credit of \$2,000,

and applies to a broader set of circumstances than the American Opportunity Tax Credit. However, you must have income tax payable for the particular year (ignoring tax withholding and estimated tax payments) since no part of this credit is refundable. Beginning in 2021, the credit is phased out at the same income level as the American Opportunity Tax Credit. Specifically, the credit is available only if you are a single taxpayer whose modified adjusted gross income isn't over \$80,000 (\$160,000 for married taxpayers filing joint returns) - the credit is gradually reduced to \$0 for incomes up to \$90,000 for single taxpayers (\$180,000 for married filing jointly).

The Lifetime Learning Credit lets you claim 20% of the first \$10,000 in qualified expenses you paid during the taxable year. This credit is per taxpayer and does not vary with the number of students in the family. Expenses that are considered qualified for this credit include all those that are valid for the American Opportunity Tax Credit (except course materials) as well as others, including the cost of any training at an eligible post-secondary school to learn or improve job skills. This credit may be available regardless of how much college-level education the student has completed and even if the student attends less than half-time. See a qualified tax advisor for further details and requirements.

### **Contributing to or Withdrawing from an AZ529 Plan Account and a Coverdell ESA in the Same Year**

You can contribute to your AZ529 Plan Account and a Coverdell ESA for the same beneficiary in the same year without penalty; however, any constraints posed by gift or GST tax or by the maximum contribution per beneficiary will remain unchanged.

If you make withdrawals in a given year for the same Beneficiary from both a 529 account and a Coverdell ESA, and if those withdrawals add up to more than the amount of the Beneficiary's Qualified Higher Education Expenses (not including any expenses that were used to claim an American Opportunity Tax Credit or Lifetime Learning credit or were paid by any tax-free scholarship, grant or other assistance), then you must allocate the surplus withdrawal amount between the two types of accounts, with such excess amounts being treated as non-qualified withdrawals from the respective accounts. See a qualified tax advisor for further details and requirements.

### **State Financial Aid and Your AZ529 Plan Account**

For purposes of applying for state financial aid by Arizona residents, Arizona generally treats AZ529 Plan Account assets as neither an asset of the parent of the designated Beneficiary nor as a scholarship, grant, or asset of the student for determining a parent's or student's income, assets, or financial need. The treatment as described above will not apply if:

- federal law requires the account to be taken into consideration in a different manner
- federal benefits could be lost if the account is not taken into consideration in a different manner
- a specific grant establishing a financial assistance program requires that the account be taken into consideration

### **Federal Financial Aid and Your AZ529 Plan Account**

The impact of a AZ529 Plan Account on federal financial aid depends on who the Participant is and the methodology

used in calculating the student's eligibility for financial aid. This section provides some details that may be helpful to you in planning your education savings strategy.

Note that while the information below is based on knowledge of the Higher Education Act as of the date this document was published, it's only a summary and is not intended as advice. You may want to consult with a financial aid advisor or with the financial aid office at a particular school, to discuss how the federal financial aid rules and methodology apply to your specific circumstances and because states, schools, and other non-federal financial aid programs have their own rules and methodologies, which may be different.

**Federal financial aid methodology and how it works.** For federal financial aid, a student's eligibility is based on the "cost of attendance" (which includes tuition, fees, books, and, in some cases, room and board) minus the "student aid index" (SAI) (formerly known as "expected family contribution" (EFC). A student's SAI is based on the parents' income and net assets (if the student is a dependent), the student's income and net assets, and the income and net assets of the student's spouse (if the student is married). Income or assets of grandparents or any other people are not considered.

In determining a student's SAI, income (both parental and student) is often the single largest factor, while assets are secondary. Parental retirement plans and certain other categories of parental assets are entirely excluded from consideration. For those parental assets that are included, the percentage factored is relatively low: between 3% and 5.6%. Assets of a student (and any spouse) are generally factored at the higher rate of 20%.

Assets are generally attributable to the student if they are held in the student's name or if the student is the named Beneficiary (such as custodial accounts). However, the College Cost Reduction and Access Act (the "2007 Act") includes provisions regarding the financial aid treatment of 529 accounts. One of these provisions specifies that a 529 account will be considered an asset of the parent, if the student is a dependent student and the Participant is the parent or student or an asset of the student, if the student is the Participant and not a dependent student. The 2007 Act also applies to both 529 savings plans and 529 prepaid tuition plans.

**NOTES:**

**Your AZ529 Plan Account and financial aid at foreign schools.** Your AZ529 Plan Account can be used at accredited foreign schools that are eligible to participate in the federal student loan program. At these schools, U.S. students are permitted, though not required, to apply for and receive Federal Stafford Loans (subsidized or unsubsidized) and PLUS Loans. For information about whether a specific foreign school is eligible or to find out more about financial aid generally, contact the school directly, or contact DOE at 1-800-4-FED-AID (from overseas, call 319-337-5665) or visit the DOE website at [www.studentaid.gov](http://www.studentaid.gov) or [www.fafsa.gov](http://www.fafsa.gov).

# Additional Information

## AZ529 PLAN'S LEGAL AND BUSINESS STRUCTURE

The AZ529 Plan was established by the state of Arizona under Section 529 of the Internal Revenue Code, which allows states and other entities to set up education savings plans that offer certain tax advantages. The AZ529 Plan can be used by residents of any state to save money for the accredited college of their choice. (Specifically, a school must meet the requirements of 26 U.S.C. Section 1088, as in effect on August 5, 1997, and be eligible to participate in certain financial aid programs under the Higher Education Act of 1965, Title IV.) It also can be used for other Qualified Higher Education Expenses, including to save for up to \$10,000 per beneficiary for tuition expenses at public, private, or religious elementary or secondary educational institutions per taxable year, certified apprenticeship program expenses, and up to a \$10,000 lifetime limit of student loan repayments per beneficiary or a sibling of the beneficiary.

### The Trust

A Trust, the Arizona Education Savings Plan Trust Fund (the Trust), serves as the vehicle for the AZ529 Plan. The Trust was established on August 25, 2004, and its Trustee is the Arizona State Board of Investment (Trustee or Board). Under Arizona law, the Arizona State Treasurer's Office has the authority to act on behalf of the Trustee in the implementation and administration of the AZ529 Plan.

At all times, the Trust's assets are held "in trust" for its Participants and Beneficiaries.

**Qualification as a 529 plan.** The Trust intends to qualify as a "qualified tuition program" under Section 529 of the Internal Revenue Code. Qualifying is essential in order for Participants and Beneficiaries to realize the tax benefits that are made available under Section 529. If the Trust should ever fail to qualify, the Trustee is obligated either to change the Trust (and potentially the terms of its Participant Agreements as well) so that it does qualify, or to dissolve it and distribute its assets to the Participants, unless the Trustee determines that dissolving the Trust is not in the Participants' best interest.

**Trust expenses.** The Trust has operating and administrative expenses, such as for the services of the investment adviser, administrator, distributor, counsel, depository, custodian, and any other agents, consultants, and independent contractors that the Trustee may consider necessary or proper to incur. Some of these expenses are borne by the service providers, such as Fidelity Brokerage Services. Others are borne by the trustee. None of them reduces the daily unit value of any Portfolio and are not deducted from your account.

## The Program Manager and Administrator

The AZ529 Plan is administered by Fidelity Investments. One of the largest investment managers in the country, Fidelity is based at 245 Summer Street, Boston, MA 02210. Some of its subsidiaries and divisions provide financial services and products to the Trust.

### THE STATE'S ROLE: WHAT IT DOES AND DOESN'T DO

Arizona does:

- manage and operate the Trust
- provide a number of 529 investment options for investors
- approve the selection of the program manager and Portfolios
- set the dollar limit on maximum contributions periodically, in response to federal law requiring 529 plan contributions not to exceed the anticipated cost of a Beneficiary's higher education. For each designated Beneficiary, the limit in all qualified tuition programs issued by the Trust shall not exceed the lesser of (1) seven times the average one year's undergraduate tuition, fees, room and board at the ten independent four year eligible educational institutions as measured and last published by the College Board's Independent College 500 Index that have the largest total direct charges or (2) the cost in current dollars of Qualified Higher Education Expense the Participant reasonably anticipates the designated Beneficiary will incur. The plan may change the limit according to its interpretation of the law

Arizona does not:

- back the investments in your account with its faith and credit
- promise that your account will not decrease in value, that it will increase in value, or that it will achieve any particular rate of return
- guarantee that your account will be sufficient to cover the higher education costs of the Beneficiary
- guarantee that your child will be able to gain acceptance to, continue to attend, or graduate from any school or that he/she will be considered a resident of any particular state for tuition purposes
- guarantee any tuition rate or cost of related higher education expenses
- allow Participants and Beneficiaries any say in the management or operation of the Trust, including the selection of investments
- make other guarantees of any type

Likewise, Fidelity does not make any guarantees.

**The Portfolios' investment adviser.** One of Fidelity's subsidiaries is Fidelity Management & Research Company LLC ("FMRCo LLC") of the same address, which administers the asset allocation program of each Portfolio that invests in securities, as defined under the federal securities laws. FMRCo LLC, a registered investment adviser, provides discretionary investment advisory services, including sub-advisory services, to institutional accounts and investment companies registered under the Investment Company Act of 1940 and non-discretionary advisory services, such as research services, to investment managers and financial institutions.

Andrew J. Dierdorf, CFA, Brett Sumsion, CFA, and Finola McGuire Foley co-manage the Fidelity-managed 529 plans. Bruno Weinberg Crocco is a co-manager of the Fidelity-managed 529 plan Active and Blend Portfolios with Mr. Dierdorf, Mr. Sumsion, and Finola McGuire Foley.

Andrew Dierdorf is a portfolio manager of Fidelity-managed 529 plan portfolios, which he has co-managed since 2007. He also manages other funds. Since joining Fidelity Investments in 2004, Mr. Dierdorf has worked as a portfolio manager.

Brett Sumsion is a portfolio manager of Fidelity-managed 529 plan portfolios, which he has co-managed since 2014. He also manages other funds. Since joining Fidelity Investments in 2014, Mr. Sumsion has worked as a portfolio manager.

Finola McGuire Foley is a portfolio manager of the Fidelity-managed 529 plan portfolios, which she started to co-manage in 2019. She also manages other funds. Since joining Fidelity Investments in 2003, Ms. Foley has held various roles including portfolio analyst, assistant portfolio manager, and portfolio manager.

Bruno Weinberg Crocco is a portfolio manager of Fidelity-managed 529 plan Active and Blend Portfolios, which he has co-managed since 2021. He also manages other funds. Since joining Fidelity Investments in 2010, Mr. Crocco has worked as a research analyst and portfolio manager.

**The underlying funds' investment advisers.** FMR is the manager of the Fidelity mutual funds in which the Portfolios invest. FMRCo LLC, and other affiliated investment advisers serve as sub-advisers for the funds.

FMR has entered into a sub-advisory agreement with Geode Capital Management LLC (Geode), an unaffiliated registered investment adviser, to manage Fidelity 500 Index Fund, Fidelity Total Market Index Fund, and Fidelity Global ex U.S. Index Fund.

**The administrator.** Fidelity Brokerage Services LLC (FBS) is another Fidelity subsidiary. A registered broker-dealer, FBS is the nation's second-largest discount brokerage firm, whose wide variety of brokerage services includes selling Fidelity mutual funds.

FBS is responsible for the AZ529 Plan's administration and record-keeping services. These include maintaining account records, reporting required tax information, collecting all required fees and charges, and keeping the plan in compliance with all applicable state and federal statutes. FBS also performs the administrative services for the Bank Deposit Portfolio. Such services include bank evaluation and selection (pursuant to the direction and approval of the Trustee), contract negotiations, bank monitoring, risk review and credit analysis, and contingency planning.

FBS markets and sells interests in the AZ529 Plan. FBS in turn compensates individuals who sell interests in the Plan.

---

#### AGREEMENTS BEHIND THE AZ529 PLAN

The features of the AZ529 Plan as described in this Fact Kit reflect agreements between the Trustee and Fidelity Investments. These agreements currently run through September 15, 2028.

Under the agreements, Fidelity can make certain changes to the AZ529 Plan, including changing the investment guidelines, the Portfolio allocations, the types of Portfolios offered, and the funds they invest in. All major changes must be approved by the Trustee.

To protect your interest as a Participant, the Trustee retains the right to terminate these agreements in certain circumstances, including a breach of contract by Fidelity or if Portfolio investment performance is substantially inferior to the performance of similar investments.

Likewise, Fidelity can end the agreements if any legislation makes the continued operation of the Plan economically unsound or no longer in the best interests of Participants or Beneficiaries, or if any state entity or instrumentality connected with the Plan makes Fidelity's involvement economically unsound.

**Note that if Fidelity's agreements with the state should end for any reason, your investment will be protected by the terms of the Trust. However, in such a case, the Trustee is responsible for determining how the Plan's assets should be invested. The Trustee may choose a new investment manager and may move each Portfolio's assets to another firm.**

For a copy of the Investment Management Agreement or the Management and Administrative Services Agreement, call 1-800-544-1262. Also, for a copy of Fidelity's Privacy Policy, which governs the privacy of account owner and beneficiary information, please go to <https://www.fidelity.com/privacy-policy>.

#### The Portfolios and Their Units

Each Portfolio offered through the AZ529 Plan is a segregated asset account of the Trust.

Because the Trust is an instrumentality of the state of Arizona, the Units it issues are not registered with the Securities and Exchange Commission (SEC) or any state securities commission, and the Portfolios are not mutual funds. However, each Portfolio

is similar in construction to a fund of funds. Money placed in a AZ529 Plan Account purchases Units of the Portfolios, which are similar to mutual fund shares. Your AZ529 Plan Account Units are held in an FBS brokerage account. Because under federal law the Units are considered municipal securities, their sale is regulated by the Municipal Securities Rulemaking Board.

Each Portfolio is open for business each day the New York Stock Exchange (NYSE) is open for trading. However, the Portfolios will be closed for wire purchases and redemptions on days when the Federal Reserve Wire System is closed.

FBS determines each Portfolio's Unit value as of the close of the NYSE (normally 4:00 p.m. Eastern time, but earlier on scheduled half-days, during restrictions or suspensions of trading, or in emergencies). To the extent that (1) a Fidelity fund holds securities or (2) that a Portfolio holds investments or accounts that trade or may accept deposits when the NYSE is closed, a Portfolio's Unit value may be affected at times when investors are not able to buy or sell Units. Conversely, there may be days when the Portfolios are open for business but certain securities in a Fidelity fund or other underlying investments or accounts in a Portfolio are not traded or may not accept deposits.

When you place an order to buy or sell Units, your order, if deemed to be in good order by Fidelity, will be processed at the next Unit value to be calculated following receipt of your payment.

---

#### CONTINUING DISCLOSURE

Because the Units of the Portfolios are considered municipal securities, Fidelity Brokerage Services LLC is required by law (specifically, Rule 15(c)2-12(b)(5) under the Securities Exchange Act of 1934, as amended) to ensure that the Trust files certain information every year. This includes certain financial information and operating data about the program as well as notices of the occurrence of certain material events. This information is required to be filed with the Municipal Securities Rulemaking Board.

Fidelity Brokerage Services LLC is registered with the U.S. Securities and Exchange Commission (SEC) and the Municipal Securities Rulemaking Board (MSRB). The website for the SEC is [www.sec.gov](http://www.sec.gov) and for the MSRB is [www.msrb.org](http://www.msrb.org). For a copy of the MSRB investor brochure that includes information on protections provided by the MSRB Rules and how to file a complaint with an appropriate regulatory authority, please visit the MSRB website at [www.msrb.org](http://www.msrb.org).

**NOTES:**



**THE UNDERLYING MUTUAL FUNDS**

The tables below show the mutual funds in which the AZ529 Plan Portfolios may invest. The tables reflect each Portfolio's target neutral allocation for each fund as of January 2, 2024. These percentages below may be changed over time without

notice. Following the tables is a summary of the investment policies of the mutual funds in which the Portfolios invest. For more information about any of these funds, call 1-800-FIDELITY.

**PORTFOLIO ASSET CLASS ALLOCATIONS: FIDELITY FUNDS PORTFOLIOS****Aged-Based Portfolios**

	<b>Portfolio 2042 (Fidelity Funds)</b>	<b>Portfolio 2039 (Fidelity Funds)</b>	<b>Portfolio 2036 (Fidelity Funds)</b>	<b>Portfolio 2033 (Fidelity Funds)</b>
<b>U.S. Equity Funds</b>				
Fidelity Series All-Sector Equity Fund	2.06%	1.82%	1.53%	1.24%
Fidelity Series Blue Chip Growth Fund	5.69%	5.04%	4.24%	3.44%
Fidelity Series Growth Company Fund	10.61%	9.40%	7.90%	6.41%
Fidelity Series Intrinsic Opportunities Fund	2.11%	1.87%	1.58%	1.28%
Fidelity Series Large Cap Stock Fund	9.96%	8.83%	7.42%	6.02%
Fidelity Series Large Cap Value Index Fund	3.12%	2.76%	2.32%	1.88%
Fidelity Series Opportunistic Insights Fund	6.33%	5.61%	4.71%	3.82%
Fidelity Series Small Cap Core Fund	0.02%	0.02%	0.01%	0.01%
Fidelity Series Small Cap Discovery Fund	0.91%	0.80%	0.68%	0.55%
Fidelity Series Small Cap Opportunities Fund	3.02%	2.68%	2.25%	1.83%
Fidelity Series Stock Selector Large Cap Value Fund	6.95%	6.16%	5.18%	4.20%
Fidelity Series Value Discovery Fund	6.22%	5.51%	4.64%	3.76%
<b>International Equity Funds</b>				
Fidelity Series Canada Fund	2.93%	2.60%	2.18%	1.77%
Fidelity Series Emerging Markets Fund	2.13%	1.88%	1.59%	1.29%
Fidelity Series Emerging Markets Opportunities Fund	8.51%	7.54%	6.34%	5.14%
Fidelity Series International Growth Fund	8.14%	7.21%	6.07%	4.92%
Fidelity Series International Value Fund	8.14%	7.21%	6.07%	4.92%
Fidelity Series Overseas Fund	8.15%	7.22%	6.07%	4.92%
<b>International Bond Funds</b>				
Fidelity Series International Developed Markets Bond Index Fund	0.00%	1.58%	2.65%	3.34%
<b>U.S. Investment Grade Bond Funds</b>				
Fidelity Series Investment Grade Bond Fund	0.00%	9.54%	19.45%	26.03%
<b>Long-Term Treasury Bond Funds</b>				
Fidelity Series Long-Term Treasury Bond Index Fund	5.00%	4.72%	4.39%	4.06%
<b>Long-Term Inflation-Protected Bond Funds</b>				
Fidelity Series 5+ Year Inflation-Protected Bond Index Fund	0.00%	0.00%	2.72%	7.08%
<b>Short-Term Inflation-Protected Bond Funds</b>				
Fidelity Series 0-5 Year Inflation-Protected Bond Index Fund	0.00%	0.00%	0.00%	2.08%
<b>Short-Term Funds</b>				
Fidelity Series Government Money Market Fund	0.00%	0.00%	0.00%	0.00%
Fidelity Series Short-Term Credit Fund	0.00%	0.00%	0.00%	0.00%

The chart above illustrates the approximate asset class allocations of the Portfolios as of January 2, 2024. Fidelity may change the overall asset allocation of a Portfolio, including the mutual funds held in a Portfolio or the allocation among funds, at any time without notice. Such changes may result in changes to the expense ratio. For the most current underlying funds and fund allocation list, please call Fidelity or visit [www.fidelity.com/arizona](http://www.fidelity.com/arizona).

## FIDELITY MUTUAL FUNDS

### U.S. Equity Funds

#### Fidelity 500 Index Fund

**Objective** Seeks to provide investment results that correspond to the total return (i.e., the combination of capital

changes and income) performance of common stocks publicly traded in the United States.

**Strategy** Normally investing at least 80% of assets in common stocks included in the S&P 500 Index, which broadly represents the performance of common stocks publicly traded in the United States.

				Static Portfolios		
Portfolio 2030 (Fidelity Funds)	Portfolio 2027 (Fidelity Funds)	Portfolio 2024 (Fidelity Funds)	College Portfolio (Fidelity Funds)	Aggressive Growth Portfolio (Fidelity Funds)	Moderate Growth Portfolio (Fidelity Funds)	Conservative Portfolio (Fidelity Funds)
0.96%	0.67%	0.37%	0.32%	2.17%	1.52%	0.00%
2.65%	1.86%	1.04%	0.90%	5.99%	4.19%	0.00%
4.94%	3.47%	1.93%	1.67%	11.17%	7.82%	0.00%
0.98%	0.69%	0.39%	0.33%	2.23%	1.56%	0.00%
4.64%	3.26%	1.81%	1.57%	10.49%	7.34%	0.00%
1.45%	1.02%	0.57%	0.49%	3.28%	2.30%	0.00%
2.95%	2.07%	1.15%	1.00%	6.66%	4.66%	0.00%
0.01%	0.01%	0.00%	0.00%	0.02%	0.01%	0.00%
0.42%	0.30%	0.17%	0.14%	0.95%	0.67%	0.00%
1.41%	0.99%	0.55%	0.48%	3.18%	2.23%	0.00%
3.24%	2.28%	1.27%	1.10%	7.32%	5.12%	0.00%
2.90%	2.04%	1.13%	0.98%	6.55%	4.59%	0.00%
1.36%	0.96%	0.53%	0.46%	3.08%	2.16%	0.00%
0.99%	0.70%	0.39%	0.34%	2.24%	1.57%	0.00%
3.96%	2.78%	1.55%	1.34%	8.96%	6.27%	0.00%
3.79%	2.67%	1.48%	1.29%	8.57%	6.00%	0.00%
3.79%	2.67%	1.48%	1.29%	8.57%	6.00%	0.00%
3.79%	2.67%	1.48%	1.29%	8.57%	6.00%	0.00%
4.16%	4.87%	5.00%	5.00%	0.00%	3.00%	5.00%
33.72%	35.49%	32.70%	32.00%	0.00%	20.00%	22.00%
3.72%	3.38%	3.00%	3.00%	0.00%	4.00%	3.00%
4.38%	0.62%	0.00%	0.00%	0.00%	3.00%	5.00%
8.54%	15.79%	23.67%	25.00%	0.00%	0.00%	10.00%
1.00%	7.00%	14.66%	16.00%	0.00%	0.00%	44.00%
0.25%	1.75%	3.67%	4.00%	0.00%	0.00%	11.00%

**Fidelity Series All-Sector Equity Fund****Objective** Seeks capital appreciation.**Strategy** Normally investing in at least 80% of the fund's assets in equity securities. Investing in either "growth" stocks or "value" stocks or both. Normally investing primarily in common stocks.**Fidelity Series Blue Chip Growth Fund****Objective** Seeks growth of capital over the long term.**Strategy** Normally investing primarily in common stocks. Normally investing at least 80% of assets in blue chip companies\* (companies that, in FMR's view, are well-known, well-established and well-capitalized), which generally have large or medium market capitalizations. Investing in companies that FMR believes have above-average growth potential (stocks of these companies are often called "growth" stocks). Investing in securities of domestic and foreign issuers. Using fundamental analysis of factors such as each issuer's financial condition and industry position, as well as market and economic conditions, to select investments.**Fidelity Series Growth Company Fund****Objective** Seeks capital appreciation.**Strategy** Normally investing primarily in common stocks. Investing in companies that FMR believes have above-average growth potential (stocks of these companies are often called "growth" stocks). Investing in domestic and foreign issuers. Using fundamental analysis of factors such as each issuer's financial condition and industry position, as well as market and economic conditions, to select investments.**Fidelity Series Intrinsic Opportunities Fund****Objective** Seeks capital appreciation.**Strategy** Normally investing primarily in common stocks. Investing in securities of companies that FMR believes are undervalued in the marketplace in relation to factors such as assets, sales, earnings, growth potential, or cash flow, or in relation to securities of other companies in the same industry (stocks of these companies are often called "value" stocks). Investing in domestic and foreign issuers. Focusing investments in "value" stocks, but also may invest in companies believed to have above-average growth potential (stocks of these companies are often called "growth" stocks). Using fundamental analysis of factors such as each issuer's financial condition and industry position, as well as market and economic conditions, to select investments.**Fidelity Series Large Cap Growth Index Fund****Objective** Seeks to provide investment results that correspond to the total return of stocks of large capitalization U.S. companies.**Strategy** Normally investing at least 80% of assets in securities of companies with large market capitalizations included in the Russell 1000 Growth Index (Index), which is a market capitalization-weighted index designed to measure the performance of the large-cap growth segment of the U.S. equity market. Using statistical sampling techniques based on such factors as capitalization, industry exposures, dividend yield, price/earnings (P/E) ratio, price/book (P/B) ratio, and earnings growth to attempt to replicate the returns of the Index. Lending securities to earn income for the fund. The fund may operate as a non-diversified fund, as defined under the Investment Company Act of 1940 (1940 Act), to the approximate extent the Index is non-diversified. The fund may therefore operate as non-diversified solely as a result of a change in relative market capitalization or index weighting of one or more constituents of the Index.**PORTFOLIO ASSET CLASS ALLOCATIONS: FIDELITY INDEX PORTFOLIOS****Aged-Based Portfolios**

	<b>Portfolio 2042 (Fidelity Index)</b>	<b>Portfolio 2039 (Fidelity Index)</b>	<b>Portfolio 2036 (Fidelity Index)</b>	<b>Portfolio 2033 (Fidelity Index)</b>
<b>U.S. Equity Funds</b>				
Fidelity Series Total Market Index Fund	57.00%	50.50%	42.47%	34.45%
<b>International Equity Funds</b>				
Fidelity Series Global ex U.S. Index Fund	38.00%	33.66%	28.32%	22.96%
<b>International Bond Funds</b>				
Fidelity Series International Developed Markets Bond Index Fund	0.00%	1.58%	2.65%	3.34%
<b>U.S. Investment Grade Bond Funds</b>				
Fidelity Series Bond Index Fund	0.00%	9.54%	19.45%	26.03%
<b>Long-Term Treasury Bond Funds</b>				
Fidelity Series Long-Term Treasury Bond Index Fund	5.00%	4.72%	4.39%	4.06%
<b>Long-Term Inflation-Protected Bond Funds</b>				
Fidelity Series 5+ Year Inflation-Protected Bond Index Fund	0.00%	0.00%	2.72%	7.08%
<b>Short-Term Inflation-Protected Bond Funds</b>				
Fidelity Series 0-5 Year Inflation-Protected Bond Index Fund	0.00%	0.00%	0.00%	2.08%
<b>Short-Term Funds</b>				
Fidelity Series Treasury Bill Index Fund	0.00%	0.00%	0.00%	0.00%

The chart above illustrates the approximate asset class allocations of the Portfolios as of January 2, 2024. Fidelity may change the overall asset allocation of a Portfolio, including the mutual funds held in a Portfolio or the allocation among funds, at any time without notice. Such changes may result in changes to the expense ratio. For the most current underlying funds and fund allocation list, please call Fidelity or visit [www.fidelity.com/arizona](http://www.fidelity.com/arizona).

### Fidelity Series Large Cap Stock Fund

**Objective** Seeks long-term growth of capital.

**Strategy** Normally investing at least 80% of assets in common stocks of companies with large market capitalizations (companies with market capitalizations similar to companies in the Russell 1000 Index or the S&P 500). Investing in either "growth" stocks or "value" stocks or both.

### Fidelity Series Large Cap Value Index Fund

**Objective** Seeks to provide investment results that correspond to the total return of stocks of large capitalization United States companies.

**Strategy** Normally investing at least 80% of assets in securities of companies with large market capitalizations included in the Russell 1000 Value Index, which is a market capitalization-weighted index designed to measure the performance of the large-cap value segment of the U.S. equity market.

### Fidelity Series Opportunistic Insights Fund

**Objective** Seeks capital appreciation.

**Strategy** Normally investing primarily in common stocks. Investing in securities of companies whose value FMR believes is not fully recognized by the public. Investing in domestic and foreign issuers. Investing in either "growth" stocks or "value" stocks or both. Using fundamental analysis of factors such as each issuer's financial condition and industry position, as well as market and economic conditions, to select investments.

### Fidelity Series Small Cap Discovery Fund

**Objective** Seeks long-term growth of capital.

**Strategy** Normally investing primarily in common stocks. Normally investing at least 80% of assets in securities of companies with small market capitalizations (which, for purposes of this fund, are those companies with market capitalizations similar to companies in the Russell 2000 Index or the S&P SmallCap 600 Index). Investing in domestic and foreign issuers. Investing in either "growth" stocks or "value" stocks or both. Using fundamental analysis of factors such as each issuer's financial condition and industry position, as well as market and economic conditions, to select investments.

### Fidelity Series Small Cap Core Fund

**Objective** Seeks capital appreciation.

**Strategy** Normally investing primarily in equity securities. Normally investing at least 80% of assets in securities of companies with small market capitalizations (which, for purposes of this fund, are those companies with market capitalizations similar to companies in the Russell 2000 Index or the S&P SmallCap 600 Index). Investing in domestic and foreign issuers. Investing in either "growth" stocks or "value" stocks or both. Using fundamental analysis of factors such as each issuer's financial condition and industry position, as well as market and economic conditions, to select investments.

### Fidelity Series Small Cap Opportunities Fund

**Objective** Seeks capital appreciation.

**Strategy** Normally investing at least 80% of assets in securities of companies with small market capitalizations (companies with market capitalizations similar to companies in the Russell 2000 Index or the S&P SmallCap 600 Index). Investing in either "growth" stocks or "value" stocks or both. Normally investing primarily in common stocks.

### Static Portfolios

Portfolio 2030 (Fidelity Index)	Portfolio 2027 (Fidelity Index)	Portfolio 2024 (Fidelity Index)	College Portfolio (Fidelity Index)	Aggressive Growth Portfolio (Fidelity Index)	Moderate Growth Portfolio (Fidelity Index)	Conservative Portfolio (Fidelity Index)
26.54%	18.66%	10.38%	9.00%	60.00%	42.00%	0.00%
17.69%	12.44%	6.92%	6.00%	40.00%	28.00%	0.00%
4.16%	4.87%	5.00%	5.00%	0.00%	3.00%	5.00%
33.72%	35.49%	32.70%	32.00%	0.00%	20.00%	22.00%
3.72%	3.38%	3.00%	3.00%	0.00%	4.00%	3.00%
4.38%	0.62%	0.00%	0.00%	0.00%	3.00%	5.00%
8.54%	15.79%	23.67%	25.00%	0.00%	0.00%	10.00%
1.25%	8.75%	18.33%	20.00%	0.00%	0.00%	55.00%

**PORTFOLIO ASSET CLASS ALLOCATIONS: FIDELITY BLEND PORTFOLIOS****Aged-Based Portfolios**

	<b>Portfolio 2042 (Fidelity Blend)</b>	<b>Portfolio 2039 (Fidelity Blend)</b>	<b>Portfolio 2036 (Fidelity Blend)</b>	<b>Portfolio 2033 (Fidelity Blend)</b>
<b>U.S. Equity Funds</b>				
Fidelity Series Blue Chip Growth Fund	12.84%	11.37%	9.56%	7.76%
Fidelity Series Large Cap Growth Index Fund	8.13%	7.21%	6.06%	4.92%
Fidelity Series Large Cap Stock Fund	8.99%	7.97%	6.70%	5.44%
Fidelity Series Large Cap Value Index Fund	16.73%	14.82%	12.46%	10.11%
Fidelity Series Small Cap Core Fund	0.04%	0.04%	0.03%	0.02%
Fidelity Series Small Cap Opportunities Fund	4.09%	3.63%	3.05%	2.47%
Fidelity Series Value Discovery Fund	6.17%	5.47%	4.60%	3.73%
<b>International Equity Funds</b>				
Fidelity Series Canada Fund	2.93%	2.60%	2.18%	1.77%
Fidelity Series Emerging Markets Fund	2.13%	1.88%	1.59%	1.29%
Fidelity Series Emerging Markets Opportunities Fund	8.51%	7.54%	6.34%	5.14%
Fidelity Series International Growth Fund	7.23%	6.41%	5.39%	4.37%
Fidelity Series International Index Fund	2.74%	2.42%	2.04%	1.65%
Fidelity Series International Value Fund	7.23%	6.41%	5.39%	4.37%
Fidelity Series Overseas Fund	7.23%	6.41%	5.39%	4.37%
<b>International Bond Funds</b>				
Fidelity Series International Developed Markets Bond Index Fund	0.00%	1.58%	2.65%	3.34%
<b>U.S. Investment Grade Bond Funds</b>				
Fidelity Series Corporate Bond Fund	0.00%	1.92%	3.92%	5.24%
Fidelity Series Government Bond Index Fund	0.00%	2.82%	5.75%	7.69%
Fidelity Series Investment Grade Bond Fund	0.00%	2.86%	5.84%	7.81%
Fidelity Series Investment Grade Securitized Fund	0.00%	1.94%	3.95%	5.29%
<b>Long Term Treasury Bond Funds</b>				
Fidelity Series Long-Term Treasury Bond Index Fund	5.00%	4.72%	4.39%	4.06%
<b>Long-Term Inflation-Protected Bond Funds</b>				
Fidelity Series 5+ Year Inflation-Protected Bond Index Fund	0.00%	0.00%	2.72%	7.08%
<b>Short-Term Inflation-Protected Bond Funds</b>				
Fidelity Series 0-5 Year Inflation-Protected Bond Index Fund	0.00%	0.00%	0.00%	2.08%
<b>Short-Term Funds</b>				
Fidelity Series Government Money Market Fund	0.00%	0.00%	0.00%	0.00%
Fidelity Series Short-Term Credit Fund	0.00%	0.00%	0.00%	0.00%
Fidelity Series Treasury Bill Index Fund	0.00%	0.00%	0.00%	0.00%

The chart above illustrates the approximate asset class allocations of the Portfolios as of January 2, 2024. Fidelity may change the overall asset allocation of a Portfolio, including the mutual funds held in a Portfolio or the allocation among funds, at any time without notice. Such changes may result in changes to the expense ratio. For the most current underlying funds and fund allocation list, please call Fidelity or visit [www.fidelity.com/arizona](http://www.fidelity.com/arizona).



Portfolio 2030 (Fidelity Blend)	Portfolio 2027 (Fidelity Blend)	Portfolio 2024 (Fidelity Blend)	College Portfolio (Fidelity Blend)
5.98%	4.20%	2.34%	2.03%
3.79%	2.66%	1.48%	1.28%
4.19%	2.94%	1.64%	1.42%
7.79%	5.48%	3.05%	2.64%
0.02%	0.01%	0.01%	0.01%
1.91%	1.34%	0.75%	0.65%
2.87%	2.02%	1.12%	0.97%
1.36%	0.96%	0.53%	0.46%
0.99%	0.70%	0.39%	0.34%
3.96%	2.78%	1.55%	1.34%
3.37%	2.37%	1.32%	1.14%
1.27%	0.90%	0.50%	0.43%
3.37%	2.37%	1.32%	1.14%
3.37%	2.37%	1.32%	1.14%
4.16%	4.87%	5.00%	5.00%
6.79%	7.15%	6.59%	6.44%
9.96%	10.49%	9.66%	9.46%
10.12%	10.65%	9.81%	9.60%
6.85%	7.21%	6.64%	6.50%
3.72%	3.38%	3.00%	3.00%
4.38%	0.62%	0.00%	0.00%
8.54%	15.79%	23.67%	25.00%
0.25%	1.75%	3.67%	4.00%
0.25%	1.75%	3.67%	4.00%
0.75%	5.25%	11.00%	12.00%

### **Fidelity Series Stock Selector Large Cap Value Fund**

**Objective** Seeks long-term growth of capital.

**Strategy** Normally investing at least 80% of assets in stocks of companies with large market capitalizations (which, for purposes of this fund, are those companies with market capitalizations similar to companies in the Russell 1000 Index or the S&P 500 Index). Investing in securities of companies that FMR believes are undervalued in the marketplace in relation to factors such as assets, sales, earnings, growth potential, or cash flow, or in relation to securities of other companies in the same industry (stocks of these companies are often called "value" stocks). Investing in domestic and foreign issuers. Allocating the fund's assets across different market sectors (at present, consumer discretionary, consumer staples, energy, financials, health care, industrials, information technology, materials, telecom services, and utilities), using different Fidelity managers. Using quantitative analysis to evaluate growth potential, valuation, liquidity, and investment risk, along with fundamental analysis of factors such as each issuer's financial condition, its industry position, and market and economic conditions to select investments.

### **Fidelity Series Total Market Index Fund**

**Objective** Seeks to provide investment results that correspond to the total return of a broad range of U.S. stocks.

**Strategy** Normally investing at least 80% of assets in common stocks included in the Dow Jones U.S. Total Stock Market Index, which is a float-adjusted market capitalization-weighted index that measures the performance of all equity securities of U.S. headquartered companies. Using statistical sampling techniques based on such factors as capitalization, industry exposures, dividend yield, price/earnings (P/E) ratio, price/book (P/B) ratio, and earnings growth to attempt to replicate the returns of the Dow Jones U.S. Total Stock Market Index using a smaller number of securities. Lending securities to earn income for the fund.

### **Fidelity Series Value Discovery Fund**

**Objective** Seeks capital appreciation.

**Strategy** Normally investing at least 80% of assets in equity securities. Normally investing primarily in income-producing equity securities, which tends to lead to investments in large cap "value" stocks. Potentially investing in other types of equity securities and debt securities, including lower-quality debt securities. Investing in domestic and foreign issuers. Using fundamental analysis of factors such as each issuer's financial condition and industry position, as well as market and economic conditions, to select investments. Potentially using covered call options as tools in managing the fund's assets.

### **Fidelity Total Market Index Fund**

**Objective** Seeks to provide investment results that correspond to the total return of a broad range of United States stocks.

**Strategy** Normally investing at least 80% of assets in common stocks included in the Dow Jones U.S. Total Stock Market Index, which represents the performance of a broad range of U.S. stocks.

## **International Equity Funds**

### **Fidelity Global ex U.S. Index Fund**

**Objective** Seeks to provide investment results that correspond to the total return of foreign developed and emerging stock markets.

**Strategy** Normally investing at least 80% of assets in securities included in the MSCI ACWI (All Country World Index) ex USA Index and in depository receipts representing securities included in the index. Using statistical sampling techniques based on such factors as capitalization, industry exposures, dividend yield, price/earnings ratio, price/book ratio, earnings growth, country weightings, and the effect of foreign taxes to attempt to replicate the returns of the MSCI ACWI ex USA Index. Lending securities to earn income for the fund.

### **Fidelity Series Canada Fund**

**Objective** Seeks growth of capital over the long term.

**Strategy** Normally investing at least 80% of assets in securities of Canadian issuers and other investments that are tied economically to Canada. Potentially investing in securities of U.S. issuers. Normally investing primarily in common stocks. Investing up to 35% of total assets in any industry that accounts for more than 20% of the Canadian market. Using fundamental analysis of factors such as each issuer's financial condition and industry position, as well as market and economic conditions, to select investments.

### **Fidelity Series Emerging Markets Fund**

**Objective** Seeks capital appreciation.

**Strategy** Normally investing at least 80% of assets in securities of issuers in emerging markets (countries that have an emerging stock market as defined by MSCI, countries or markets with low-to middle-income economies as classified by the World Bank, and other countries or markets with similar emerging characteristics) and other investments that are tied economically to emerging markets. Normally investing primarily in common stocks. Allocating investments across different emerging market countries. Using fundamental analysis of factors such as each issuer's financial condition and industry position, as well as market and economic conditions, to select investments.

### **Fidelity Series Emerging Markets Opportunities Fund**

**Objective** Seeks capital appreciation.

**Strategy** Normally investing at least 80% of assets in securities of issuers in emerging markets and other investments that are tied economically to emerging markets. Normally investing primarily in common stocks.



### **Fidelity Series Global ex U.S. Index Fund**

**Objective** Seeks to provide investment results that correspond to the total return of foreign developed and emerging stock markets.

**Strategy** Normally investing at least 80% of assets in securities included in the MSCI ACWI ex-USA Index and in depository receipts representing securities included in the Index.

### **Fidelity Series International Growth Fund**

**Objective** Seeks capital appreciation.

**Strategy** Normally investing primarily in non-U.S. securities, including securities of issuers located in emerging markets. Normally investing in companies FMR believes have above-average growth potential (stocks of these companies are often called "growth" stocks). Normally investing primarily in common stocks.

### **Fidelity Series International Index Fund**

**Objective** Seeks to provide investment results that correspond to the total return of foreign stock markets.

**Strategy** Normally investing at least 80% of assets in common stocks included in the MSCI EAFE Index, which represents that performance of foreign stock markets. Using statistical sampling techniques based on such factors as capitalization, industry exposures, dividend yield, price/earnings (P/E) ratio, price/book (P/B) ratio, earnings growth, and country weightings to attempt to replicate the returns of the MSCI EAFE Index. Lending securities to earn income for the fund.

### **Fidelity Series International Value Fund**

**Objective** Seeks capital appreciation.

**Strategy** Normally investing primarily in non-U.S. securities, including securities of issuers located in emerging markets. Investing in securities of companies that FMR believes are undervalued in the marketplace in relation to factors such as assets, sales, earnings, growth potential, or cash flow, or in relation to securities of other companies in the same industry (stocks of these companies are often called "value" stocks). Normally investing primarily in common stocks.

### **Fidelity Series Overseas Fund**

**Objective** Seeks long-term growth of capital.

**Strategy** Normally investing at least 80% of assets in non-U.S. securities. Normally investing primarily in common stocks. Allocating investments across different countries and regions. Using fundamental analysis of factors such as each issuer's financial condition and industry position, as well as market and economic conditions, to select investments.

### **International Bond Funds**

#### **Fidelity Series International Developed Markets Bond Index Fund**

**Objective** Seeks to provide a high level of current income.

**Strategy** Normally investing at least 80% of assets in debt securities included in the Bloomberg Global Aggregate Treasury ex USD, ex Emerging Markets, RIC Capped, Float Adjusted Index (USD Hedged), which is a multi-currency benchmark that includes fixed-rate treasury securities from developed markets issuers while excluding USD denominated debt. Using statistical sampling techniques based on duration, maturity, interest rate sensitivity, security structure, and credit quality to attempt to replicate the returns of the Bloomberg Global Aggregate Treasury ex USD, ex Emerging Markets, RIC Capped, Float Adjusted Index (USD Hedged) using a smaller number of securities. Hedging the fund's foreign currency exposures utilizing forward foreign currency exchange contracts. Engaging in transactions that have a leveraging effect on the fund, including investments in derivatives - such as swaps (interest rate, total return, and credit default), options, and futures contracts - and forward-settling securities, to adjust the fund's risk exposure.

### **U.S. Investment Grade Bond Funds**

#### **Fidelity Education Income Fund**

**Objective** Seeks a high level of current income.

**Strategy** Normally investing primarily in investment-grade debt securities (those of medium and high quality) of all types and repurchase agreements for those securities. Managing the fund to have similar overall interest rate risk to the Fidelity Education Income Composite Index. Allocating assets across different market sectors and maturities. Investing in domestic and foreign issuers. Analyzing the credit quality of the issuer, security-specific features, current and potential future valuation, and trading opportunities to select investments. Investing in lower-quality debt securities (those of less than investment-grade quality, also referred to as high yield debt securities or junk bonds). Engaging in transactions that have a leveraging effect on the fund, including investing in derivatives—such as swaps (interest rate, total return, and credit default), options, and futures contracts—and forward-settling securities, to adjust the fund's risk exposure. Investing in Fidelity's central funds (specialized investment vehicles used by Fidelity funds to invest in particular security types or investment discipline).

### **Fidelity Intermediate Treasury Bond Index Fund**

**Objective** Seeks a high level of current income.

**Strategy** Normally investing at least 80% of assets in securities included in the Bloomberg U.S. 5-10 Year Treasury Bond Index. Normally maintaining a dollar-weighted average maturity of three to 10 years. Engaging in transactions that have a leveraging effect on the fund.

### **Fidelity Series Bond Index Fund**

**Objective** Seeks to provide investment results that correspond to the aggregate price and interest performance of the debt securities in the Bloomberg U.S. Aggregate Bond Index.

**Strategy** Normally investing at least 80% of the fund's assets in bonds included in the Bloomberg U.S. Aggregate Bond Index, which is a broad-based, market-value-weighted benchmark that measures the performance of the investment grade, U.S. dollar-denominated, fixed-rate taxable bond market. Using statistical sampling techniques based on duration, maturity, interest rate sensitivity, security structure, and credit quality to attempt to replicate the returns of the Bloomberg U.S. Aggregate Bond Index using a smaller number of securities. Engaging in transactions that have a leveraging effect on the fund, including investments in derivatives—such as swaps (interest rate, total return, and credit default), options, and futures contracts—and forward-settling securities, to adjust the fund's risk exposure.

### **Fidelity Series Corporate Bond Fund**

**Objective** Seeks a high level of current income.

**Strategy** Normally investing at least 80% of assets in corporate bonds and other corporate debt securities and repurchase agreements for those securities. Managing the fund to have similar overall interest rate risk to the Bloomberg U.S. Credit Bond Index. Investing in domestic and foreign issuers. Analyzing the credit quality of the issuer, security-specific features, current and potential future valuation, and trading opportunities to select investments. Investing in lower-quality debt securities (those of less than investment-grade quality, also referred to as high yield debt securities or junk bonds). Engaging in transactions that have a leveraging effect on the fund, including investments in derivatives—such as swaps (interest rate, total return, and credit default), options, and futures contracts—and forward-settling securities, to adjust the fund's risk exposure. Investing in Fidelity's central funds (specialized investment vehicles used by Fidelity funds to invest in particular security types or investment disciplines).

### **Fidelity Series Government Bond Index Fund**

**Objective** Seeks a high level of current income.

**Strategy** Normally investing at least 80% of assets in securities included in the Bloomberg U.S. Government Bond Index, a market value-weighted index of U.S. Government fixed-rate debt

issues with maturities of one year or more. Using statistical sampling techniques based on duration, maturity, interest rate sensitivity, security structure, and credit quality to attempt to replicate the returns of the Bloomberg U.S. Government Bond Index using a smaller number of securities.

### **Fidelity Series Investment Grade Bond Fund**

**Objective** Seeks a high level of current income.

**Strategy** Normally investing at least 80% of assets in investment-grade debt securities (those of medium and high quality) of all types and repurchase agreements for those securities. Potentially investing in lower-quality debt securities. Engaging in transactions that have a leveraging effect on the fund.

### **Fidelity Series Investment Grade Securitized Fund**

**Objective** Seeks a high level of current income.

**Strategy** Normally investing at least 80% of assets in investment-grade securitized debt securities (those of medium and high quality) and repurchase agreements for those securities. Investing in securitized debt securities (including mortgage-backed securities, commercial mortgage-backed securities, and other asset-backed securities) issued by the U.S. Government and its agencies or instrumentalities, foreign governments, and corporations. Investing in U.S. Government securities issued by entities that are chartered or sponsored by Congress but whose securities are neither issued nor guaranteed by the U.S. Treasury. Managing the fund to have similar overall interest rate risk to the Bloomberg U.S. Securitized Index. Allocating assets across different market sectors and maturities. Investing in domestic and foreign issuers. Analyzing the credit quality of the issuer, security-specific features, current and potential future valuation, and trading opportunities to select investments. Investing in lower-quality debt securities (those of less than investment-grade quality, also referred to as high yield debt securities or junk bonds). Engaging in transactions that have a leveraging effect on the fund, including investments in derivatives—such as swaps (interest rate, total return, and credit default), options, and futures contracts—and forward-settling securities, to adjust the fund's risk exposure. Investing in Fidelity's central funds (specialized investment vehicles used by Fidelity funds to invest in particular security types or investment disciplines).

## **Long-Term Treasury Bond Funds**

### **Fidelity Series Long-Term Treasury Bond Index Fund**

**Objective** Seeks a high level of current income.

**Strategy** Normally investing at least 80% of assets in securities included in the Bloomberg U.S. Long Treasury Bond Index. Normally maintaining a dollar-weighted average maturity of 10 years or more. Using statistical sampling techniques based on duration, maturity, interest rate sensitivity, security structure, and credit quality to attempt to replicate the returns of the Bloomberg U.S. Long Treasury Bond Index using a smaller number of securities.

## Long-Term Inflation-Protected Bond Funds

### Fidelity Series 5+ Year Inflation-Protected Bond Index Fund

**Objective** Seeks to provide investment results that correspond to the total return of the inflation-protected sector of the United States Treasury market.

**Strategy** Normally investing at least 80% of assets in inflation-protected debt securities included in the Bloomberg U.S. Treasury Inflation-Protected Securities (TIPS) 5+ Year Index, which is composed of inflation-protected debt securities issued by the U.S. Treasury with remaining maturities of 5 or more years. Using statistical sampling techniques based on duration, maturity, interest rate sensitivity, security structure, and credit quality to attempt to replicate the returns of the Bloomberg U.S. Treasury Inflation-Protected Securities (TIPS) 5+ Year Index using a smaller number of securities. Engaging in transactions that have a leveraging effect on the fund, including investments in derivatives - such as swaps (interest rate, total return, and credit default) and futures contracts - and forward-settling securities, to adjust the fund's risk exposure.

## Short-Term Inflation-Protected Bond Funds

### Fidelity Series 0-5 Year Inflation-Protected Bond Index Fund

**Objective** Seeks to provide investment results that correspond to the total return of the inflation-protected sector of the United States Treasury market.

**Strategy** Normally investing at least 80% of assets in inflation-protected debt securities included in the Bloomberg U.S. Treasury Inflation-Protected Securities (TIPS) 0-5 Year Index, which is composed of inflation-protected debt securities issued by the U.S. Treasury with remaining maturities of less than 5 years. Using statistical sampling techniques based on duration, maturity, interest rate sensitivity, security structure, and credit quality to attempt to replicate the returns of the Bloomberg U.S. Treasury Inflation-Protected Securities (TIPS) 0-5 Year Index using a smaller number of securities. Engaging in transactions that have a leveraging effect on the fund, including investments in derivatives - such as swaps (interest rate, total return, and credit default) and futures contracts - and forward-settling securities, to adjust the fund's risk exposure.

## Short-Term Funds

### Fidelity Series Government Money Market Fund

**Objective** Seeks as high a level of current income as is consistent with preservation of capital and liquidity.

**Strategy** Normally investing at least 99.5% of total assets in cash, U.S. Government securities and/or repurchase agreements that are collateralized fully (i.e., collateralized by cash or

government securities). Investing in U.S. Government securities issued by entities that are chartered or sponsored by Congress but whose securities are neither issued nor guaranteed by the U.S. Treasury. Investing in compliance with industry-standard regulatory requirements for money market funds for the quality, liquidity, maturity, and diversification of investments. In addition, the fund normally invests at least 80% of its assets in U.S. Government securities and repurchase agreements for those securities.

### Fidelity Series Short-Term Credit Fund

**Objective** Seeks to obtain a high level of current income consistent with the preservation of capital.

**Strategy** Normally investing at least 80% of assets in investment-grade debt securities (those of medium and high quality) of all types and repurchase agreements for those securities. Managing the fund to have similar overall interest rate risk to the Bloomberg U.S. Credit 1-3 Year Bond Index. Normally maintaining a dollar-weighted average maturity of three years or less. Allocating assets across different market sectors and maturities. Investing in domestic and foreign issuers. Analyzing the credit quality of the issuer, security-specific features, current and potential future valuation, and trading opportunities to select investments. Engaging in transactions that have a leveraging effect on the fund, including investments in derivatives—such as swaps (interest rate, total return, and credit default), options, and futures contracts—and forward-settling securities, to adjust the fund's risk exposure. Investing in Fidelity's central funds (specialized investment vehicles used by Fidelity funds to invest in particular security types or investment disciplines).

### Fidelity Series Treasury Bill Index Fund

**Objective** Seeks a high level of current income consistent with preservation of capital.

**Strategy** Normally investing at least 80% of assets in securities included in the Bloomberg U.S. 3-6 Month Treasury Bill Index, a market capitalization-weighted index of investment-grade, fixed-rate public obligations of the U.S. Treasury with maturities from three up to (but not including) six months, excluding zero coupon strips. Using statistical sampling techniques based on duration, maturity, interest rate sensitivity, security structure, and credit quality to attempt to replicate the returns of the Bloomberg U.S. 3-6 Month Treasury Bill Index using a smaller number of securities.

## Main Investment Risks of the Funds

### Risk Overview

Many factors affect a fund's performance. An equity or bond fund's share price and (when applicable) yield change daily based on changes in market conditions and interest rates and in response to other economic, political, or financial developments. An equity or bond fund's reaction to these developments will be affected by the types and (when applicable)

maturities of the securities in which the fund invests, the financial condition, industry and economic sector, and geographic location of an issuer, and the fund's level of investment in the securities of that issuer.

### Risks Common to Most Funds

The following factors can significantly affect a given fund's performance:

**Stock market volatility.** The value of equity securities fluctuates in response to issuer, political, market, and economic developments. In the short term, equity prices can fluctuate dramatically in response to these developments. Different parts of the market and different types of equity securities can react differently to these developments. For example, large-cap stocks can react differently from small-cap stocks, and growth stocks can react differently from value stocks. Issuer, political, or economic developments can affect a single issuer, issuers within an industry or economic sector or geographic region, or the market as a whole.

**Interest rate changes.** Debt and money market securities have varying levels of sensitivity to changes in interest rates. In general, the price of a debt or money market security can fall when interest rates rise and can rise when interest rates fall. Securities with longer maturities, mortgage securities, and the securities of issuers in the financial services sector can be more sensitive to interest rate changes. In other words, the longer the maturity of a security, the greater the impact a change in interest rates could have on the security's price. In addition, short-term and long-term interest rates do not necessarily move in the same amount or the same direction. Short-term securities tend to react to changes in short-term interest rates, and long-term securities tend to react to changes in long-term interest rates. Commodity-linked instruments may react differently from other types of debt securities because the payment at maturity is based on the movement of all or part of the commodities or commodities index.

**Foreign exposure.** Foreign securities, foreign currencies, securities issued by U.S. entities with substantial foreign operations, and securities for which an entity located in a foreign country provides credit support or a maturity-shortening structure can involve additional risks relating to political, economic, or regulatory conditions in foreign countries. These risks include fluctuations in foreign currencies; withholding or other taxes; trading, settlement, custodial, and other operational risks; and the less stringent investor protection and disclosure standards of some foreign markets. All of these factors can make foreign investments, especially those in emerging markets, more volatile and potentially less liquid than U.S. investments. In addition, foreign markets can perform differently from the U.S. market. Extensive public information about the issuer or provider may not be available and unfavorable political economic or governmental developments could affect the value of the security.

**Emerging market exposure.** Investing in emerging markets can involve risks in addition to and greater than those generally associated with investing in more developed foreign markets. The extent of economic development; political stability; market depth, infrastructure, and capitalization; and regulatory oversight can be less than in more developed markets.

Emerging market economies can be subject to greater social, economic, regulatory, and political uncertainties. All of these factors can make emerging market securities more volatile and potentially less liquid than securities issued in more developed markets.

**Geographic concentration.** Political and economic conditions and changes in regulatory, tax, or economic policy in a country could significantly affect the market in that country and in surrounding or related countries.

**Industry Exposure.** Market conditions, interest rates, and economic, regulatory, or financial developments could significantly affect a single industry or a group of related industries, and the securities of companies in that industry or group of industries could react similarly to these or other developments. In addition, from time to time, a small number of companies may represent a large portion of a single industry or a group of related industries as a whole, and these companies can be sensitive to adverse economic, regulatory, or financial developments.

- The **commodities industries** can be significantly affected by the level and volatility of commodity prices; world events including international monetary and political developments; import controls and worldwide competition; exploration and production spending; and tax and other government regulations and economic conditions.
- Companies in the **financial services industries** are highly dependent on the supply of short-term financing. The value of securities of issuers in the financial services industries can be sensitive to changes in government regulation and interest rates and to economic downturns in the United States and abroad.
- The **real estate industry** is particularly sensitive to economic downturns. The value of securities of issuers in the real estate industry, including REITs, can be affected by changes in real estate values and rental income, property taxes, interest rates, tax and regulatory requirements, and the management skill and creditworthiness of the issuer. In addition, the value of a REIT can depend on the structure of and cash flow generated by the REIT, and REITs may not have diversified holdings. Because REITs are pooled investment vehicles that have expenses of their own, the fund will indirectly bear its proportionate share of those expenses.
- The **technology industries** can be significantly affected by obsolescence of existing technology, short product cycles, falling prices and profits, and competition from new market entrants.

**Floating Rate Loan.** Floating-rate loans generally are subject to restrictions on resale and they sometimes trade infrequently in the secondary market, and as a result may be more difficult to value, buy, or sell. A floating-rate loan might not be



fully collateralized, which may cause the floating-rate loan to decline significantly in value.

**Inflation-Protected Debt Exposure.** Interest rate increases can cause the price of a debt security to decrease. Increase in real interest rates can cause the price of inflation-protected debt securities to decrease. Interest payments on inflation-protected debt securities can be unpredictable. In addition, non-diversified funds that focus on a relatively small number of issuers tend to be more volatile than diversified funds and the market as a whole.

**Financial services exposure.** Financial services companies are highly dependent on the supply of short-term financing. The value of securities of issuers in the financial services sector can be sensitive to changes in government regulation and interest rates and to economic downturns in the United States and abroad.

**Prepayment.** Many types of debt securities, including mortgage securities, are subject to prepayment risk. Prepayment risk occurs when the issuer of a security can repay principal prior to the security's maturity. Securities subject to prepayment can offer less potential for gains during a declining interest rate environment and similar or greater potential for loss in a rising interest rate environment. In addition, the potential impact of prepayment features on the price of a debt security can be difficult to predict and result in greater volatility.

**Issuer-specific changes.** Changes in the financial condition of an issuer, changes in specific economic or political conditions that affect a particular type of security or issuer, and changes in general economic or political conditions can affect the credit quality or value of an issuer's securities. Entities providing credit support or a maturity-shortening structure also can be affected by these types of changes. If the structure of a security fails to function as intended, the security could decline in value. The value of securities of smaller, less well-known issuers can be more volatile than that of larger issuers. Smaller issuers can have more limited product lines, markets, or financial resources. Lower-quality debt securities (those of less than investment-grade quality) and certain types of other securities tend to be particularly sensitive to these changes than higher-quality debt securities.

Lower-quality debt securities and certain types of other securities involve greater risk of default or price changes due to changes in the credit quality of the issuer. The value of lower-quality debt securities and certain types of other securities often fluctuates in response to company, political, or economic developments and can decline significantly over short periods of time or during periods of general or regional economic difficulty. Lower-quality debt securities can be thinly traded or have restrictions on resale, making them difficult to sell at an acceptable price. The default rate for lower-quality debt securities is likely to be higher during economic recessions or periods of high interest rates.

**Quantitative investing.** The value of securities selected using quantitative analysis can react differently to issuer, political, market, and economic developments than the market as a whole or securities selected using only fundamental analysis.

The factors used in quantitative analysis and the weight placed on those factors may not be predictive of a security's value. In addition, factors that affect a security's value can change over time and these changes may not be reflected in the quantitative model.

**Small Cap investing.** The value of securities of smaller, less well-known issuers can be more volatile than that of larger issuers and can react differently to issuer, political, market, and economic developments than the market as a whole and other types of stocks. Smaller issuers can have more limited product lines, markets and financial resources.

**Mid Cap investing.** Investments in mid cap companies may be riskier, more volatile and more vulnerable to economic, market and industry changes than investments in larger, more established companies. The securities of mid cap companies may trade less frequently and in smaller volumes than securities of larger companies. As a result, share price changes may be more sudden or erratic than the prices of other equity securities, especially over the short term.

**Derivatives investing.** Derivatives are financial contracts whose value depends on, or is derived from, the value of an underlying asset, reference rate or index. The fund typically uses derivatives as a substitute for taking a position in the underlying asset and/or as part of a strategy.

**Liquidity investing.** Certain fund securities, such as commodity-linked notes and swaps, may be difficult or impossible to sell at the time and the price that the fund would like. The fund may have to lower the price, sell other securities instead or forgo an investment opportunity. Any of these could have a negative effect on fund management or performance.

**Mortgage-and asset-backed securities investing.** Mortgage-and asset-backed securities represent interests in "pools" of mortgages or other assets, including consumer loans or receivables held in trust. Mortgage- and asset-backed securities are subject to credit, interest rate, prepayment and extension risks. These securities also are subject to risk of default on the underlying mortgage or asset, particularly during periods of economic downturn. Small movements in interest rates (both increases and decreases) may quickly and significantly reduce the value of certain mortgage-backed securities.

**Lower Rated Investments.** Investments rated below investment grade and comparable unrated securities have speculative characteristics because of the credit risk associated with their issuers. Changes in economic conditions or other circumstances typically have a greater effect on the ability of issuers of lower rated investments to make principal and interest payments than they do on issuers of higher rated investments. An economic downturn generally leads to a higher non-payment rate, and a lower rated investment may lose significant value before a default occurs. Lower rated investments generally are subject to greater price volatility and illiquidity than higher rated investments.

**Growth investing.** Growth stocks can react differently to issuer, political, market, and economic developments than the market as a whole and other types of stocks. Growth stocks tend to be more expensive relative to their earnings or assets

compared to other types of stocks. As a result, growth stocks tend to be sensitive to changes in their earnings and more volatile than other types of stocks.

**Value investing.** Value stocks can react differently to issuer, political, market, and economic developments than the market as a whole and other types of stocks. Value stocks tend to be inexpensive relative to their earnings or assets compared to other types of stocks. However, value stocks can continue to be inexpensive for long periods of time and may not ever realize their full value.

**Defensive strategies.** In response to market, economic, political or other conditions, FMR may temporarily use a different investment strategy for defensive purposes. If FMR does so, different factors could affect a fund's performance and the fund may not achieve its investment objective.

**Cyber Security Risk.** The risk that the use of internet, technology and information systems may result in potential risks linked to cyber security breaches of those technological or information systems. Cyber security breaches, amongst other things, could allow an unauthorized party to gain access to proprietary information, customer data, or cause data corruption or lose operational functionality.

## THE BANK DEPOSIT PORTFOLIO

The AZ529 Plan offers account owners the ability to select among many Portfolios for their education savings needs, including the Bank Deposit Portfolio. The Bank Deposit Portfolio is a portfolio composed exclusively of a deposit in a FDIC-insured interest-bearing omnibus Negotiable Order of Withdrawal (NOW) deposit account held at Wells Fargo Bank, N.A. (Bank). **Although the underlying deposits are eligible for FDIC insurance, subject to applicable federal deposit insurance limits, the Units of the Bank Deposit Portfolio are not insured or guaranteed by the FDIC or any other government agency. You are responsible for monitoring the total amount of your assets on deposit at the Bank, including amounts held directly at the Bank. All such deposits held in the same ownership capacity at the Bank are subject to aggregation and to the current FDIC insurance coverage limitation of \$250,000.**

### Investment Objective

The Investment Objective of the Bank Deposit Portfolio is the preservation of principal. The Bank Deposit Portfolio will deposit 100% of its assets in a FDIC-insured interest-bearing omnibus NOW account at the Bank.

### FDIC Insurance Coverage

Your interest in the assets in the underlying deposit account of the Bank Deposit Portfolio on deposit at the Bank, together with any other deposits you may have at the Bank, are eligible for FDIC insurance up to a standard maximum amount, which is currently set at \$250,000 for a single ownership account, in accordance with the rules of the FDIC. The applicable FDIC insurance limit depends on the ownership capacity in which you hold the assets, and the relevant limit will be applied in

the aggregate to all deposits held in the same ownership capacity by you at the same Bank. Deposits held in different ownership capacities, as provided in FDIC rules, are insured separately. For more information, please visit [www.fdic.gov](http://www.fdic.gov).

**Deposits:** Your contributions to the Bank Deposit Portfolio will automatically be swept on the next business day after receipt (not including bank holidays or days on which the New York Stock Exchange is closed, such as Good Friday) into the underlying deposit account established by Fidelity on behalf of the Trust at the Bank. Please note, if as a result of this process, you have deposits in excess of the standard maximum amount eligible for FDIC insurance at the Bank, those funds will not be covered by FDIC insurance.

**Withdrawals:** If you request a withdrawal from the Bank Deposit Portfolio, the funds will be automatically swept out of the Bank and into your AZ529 Plan Account at the end of a business day.

Neither Fidelity, The AZ529 Plan, the state of Arizona, the Trust, the Trustee nor the Administrator is responsible for monitoring the aggregate amount of your assets on deposit at the Bank to determine whether it exceeds the limit of available FDIC insurance. You are responsible for monitoring the total amount of your assets on deposit at the Bank (including amounts in other accounts at the Bank held in the same right and legal capacity) in order to determine the extent of deposit insurance coverage available to you on those deposits, including your interest in the Bank Deposit Portfolio. If your total assets on deposit at the Bank exceed the applicable FDIC insurance limit, the FDIC will not insure your assets in excess of the limit.

### Interest Rate

You will earn a rate of return on the money you contribute to the Bank Deposit Portfolio. The return you receive is based on the interest rate paid by the Bank, which will generally be equivalent to the prior business day's daily Federal Funds Effective Rate but in no case less than 0.14%, less any program management fees, state fees, and administration fees associated with the Bank Deposit Portfolio. The rate of interest paid by the Bank will vary over time and can change daily without notice to you. Over any given period, the rate of interest may be lower than the rate of return on similar non-FDIC-insured investments or deposit accounts offered by the Bank outside of the AZ529 Plan. Interest is accrued daily, paid monthly, and will be reflected in the net asset value (NAV) of the Bank Deposit Portfolio. Interest begins to accrue on the business day the funds are received by the Bank, which will typically be the first business day (excluding bank holidays or days on which the New York Stock Exchange is closed) after the day those funds are posted to your Account.

### Investment Risks

The following is a summary of investment risks associated with the Bank Deposit Portfolio.

**FDIC Insurance Risk:** Although your interest in the assets of the Bank Deposit Portfolio on deposit at the Bank, together with any other deposits you may have at the Bank, are eligible for FDIC insurance, subject to applicable federal deposit insurance limits, the Units of the Bank Deposit Portfolio are

not insured or guaranteed by the FDIC or any other government agency. You are responsible for monitoring the total amount of your assets on deposit at the Bank (including amounts in other accounts at the Bank held in the same right and legal capacity) in order to determine the extent of deposit insurance coverage available to you on those deposits, including your Bank Deposit Portfolio deposits.

**Interest Rate Risk:** The interest rate paid by the Bank is based on a number of factors, including general economic and business conditions. The rate of interest is based on the daily Federal Funds Effective Rate but in no case less than 0.14%, less any program management fees, state fees, and administration fees associated with the Bank Deposit Portfolio. The rate of interest will vary over time and can change daily without notice to you.

**Ownership Risk:** You own Units of the Bank Deposit Portfolio. You do not have an ownership interest or any other rights as an owner or shareholder of the underlying deposit account in which the Bank Deposit Portfolio invests. You cannot access or withdraw your money from the Bank Deposit Portfolio by contacting the Bank directly. You must contact Fidelity to perform any transactions in your Account. The assets in the Bank Deposit Portfolio on deposit at the Bank are subject to legal process such as a levy or garnishment delivered to Fidelity to the same extent as if those assets were invested in any other AZ529 Plan Portfolio.

**Regulatory Risk:** The status of the FDIC regulations applicable to 529 college savings plans are subject to change at any time. It is not possible to predict the impact any such change in the regulations would have on the Bank Deposit Portfolio.

**Bank Changes:** At any time, the Trustee may change the Bank that holds the deposits of the Bank Deposit Portfolio and instruct the transfer of assets from the Bank Deposit Portfolio to an underlying deposit account at a new bank insured by the FDIC. Fidelity and the Trustee reserve the right to limit the amount of money that is deposited in the Bank or a replacement bank if Fidelity or the Trustee determine (i) that such an action is necessary to protect your assets, (ii) that the Bank or a replacement bank is not able or willing to take additional deposits, (iii) that the Trustee has instructed the removal of the Bank or a replacement bank from the AZ529 Plan, or (iv) that the Bank's or a replacement bank's financial condition or viability is in question. Under such circumstances, your assets in the Bank Deposit Portfolio would be placed in the AZ529 Plan Stable Value Portfolio. Assets in the Stable Value Portfolio are not eligible for FDIC insurance protection.

**AZ529 Plan Participants may not move or exchange money from the Stable Value Portfolio to the Bank Deposit Portfolio. Please carefully review your Portfolio investment selection before investing in the AZ529 Plan. You may want to consult with a financial or tax professional before investing.**

**Bank Viability Risk:** Neither Fidelity, The AZ529 Plan, the state of Arizona, the Trust, the Trustee nor the Administrator guarantees in any way the financial condition or ongoing viability of the Bank or a replacement bank.



# Participant Agreements

## **PARTICIPATION AGREEMENT FOR THE AZ529, ARIZONA'S EDUCATION SAVINGS PLAN**

*Established and Maintained by the Arizona State Treasurer's Office and the Arizona State Board of Investment. Managed by Fidelity Investments®*

### **General Information**

Read this agreement and complete a Fidelity Brokerage Services LLC brokerage account application and mail it to:

Fidelity Investments College Plan Service Center, P.O. Box 770001, Cincinnati, OH 45277-0015

The Participant (you), the Arizona Education Savings Plan Trust Fund (the Trust), and Fidelity Brokerage Services LLC (FBS) agree as follows:

### **1. Accounts and Beneficiaries**

- A. **Opening Accounts.** You may open one or more Accounts. The purpose of each Account is to provide for the Qualified Higher Education Expenses (as defined in Section 529 of the Internal Revenue Code of 1986, as amended (the Code) of one Beneficiary.
- B. **Separate Accounts.** The Trust will maintain a separate AZ529 Plan Account for each Beneficiary. Each AZ529 Plan Account will be governed by this Agreement and the Trust's Declaration of Trust. All assets held in your AZ529 Plan Accounts will be held for the exclusive benefit of you and your Beneficiaries.
- C. **Naming and Changing Beneficiaries.** You will name the Beneficiary for an AZ529 Plan Account in the Account application. You can change the Beneficiary at any time, but no one else can change the Beneficiary. The new Beneficiary must be a "member of the family" of the original Beneficiary, as that term is defined under Section 529(e)(2) of the Code. The designation of the new Beneficiary will be effective on the first day following receipt of the appropriate form, properly completed. You may not change the Beneficiary of a UGMA/UTMA 529 Plan account. UGMA/UTMA assets must be used for the benefit of the minor/Beneficiary.

### **2. Investments**

- A. **Investments to be in Cash.** All investments will be in cash in order to comply with the requirements of the Code. Cash means only i) checks, ii) electronic funds transfers from your bank, iii) payroll deductions made by your employer, iv) funds wired through the Federal Reserve system and v) proceeds transferred from your Fidelity Investments mutual fund or brokerage account.
- B. **Initial Minimum Investment.** There is no initial minimum contribution amount. There is also no minimum for additional contributions. If you establish a systematic investment plan, the minimum investment is \$15 each month or \$45 each quarter.

C. **Additional Investments.** You may make additional investments at any time, subject to the overall limit described in the next paragraph.

D. **Maximum Contribution Limit.** The Trust will set a maximum contribution limit for each Beneficiary for each account year (October 1st - September 30th). If there are no Accounts open for a Beneficiary at the end of an account year the most that can be invested for the Beneficiary in the next account year is the maximum contribution limit. If any Accounts are open for a Beneficiary on September 30, the limit for the next year will be the maximum contribution limit for the next year less the value of all Accounts in the Trust for the Beneficiary in all qualified tuition programs issued by the Trust as of September 30. The Trust will inform the Participant of the maximum contribution limit for each year. The Trust will return the portion of any contribution that exceeds the maximum contribution limit. The limit will be designed to comply with the excess contribution limit required by Section 529(b)(6) of the Code.

### **3. Distributions from Accounts**

You may direct the Trustee to distribute part or all of the money in a AZ529 Plan Account at any time.

A. You may complete a College Savings Plan Distribution Form containing information required by the Trustee. The Trustee may change the form from time to time. You may also request distributions by telephone or through the Internet. The Trustee may limit telephone or Internet distributions, or impose special conditions on such distributions.

### **4. Your Representations and Acknowledgments**

You hereby represent and warrant to, and agree with the Trust and FBS as follows:

- A. You have received and read the document entitled **The AZ529, ARIZONA'S EDUCATION SAVINGS PLAN FACT KIT** and have carefully reviewed all the information contained therein, including information provided by or with respect to the Trust and FBS. You have been given an opportunity within a reasonable time prior to the date of this Agreement to ask questions and receive answers concerning i) an investment in the AZ529 Plan, ii) the terms and conditions of the Trust, and iii) this Agreement and the FBS customer agreement, and to obtain such additional information necessary to verify the accuracy of any information furnished. You have had the opportunity to ask questions of a representative of the Trust and have received satisfactory answers to any questions asked.
- B. You acknowledge and agree that the value of any Account will increase or decrease each day that the New York Stock Exchange is open for trading, based on the investment performance of the investment portfolio of

the Trust in which the Account is then invested, and that each investment portfolio (Portfolio) of the Trust will (i) invest in mutual funds selected by FMRCo LLC (a Fidelity Investments company), or one or more other investment advisers that may be hired by the Trust, (ii) direct assets to an interest-bearing deposit account at a bank insured by the Federal Deposit Insurance Corporation ("FDIC"), or (iii) invest in a stable value separately-managed account that may invest in individual securities or Fidelity mutual funds and investment contracts issued by third-party insurance companies or banks. **YOU UNDERSTAND THAT THE VALUE OF ANY ACCOUNT MAY BE MORE OR LESS THAN THE AMOUNT INVESTED IN THE ACCOUNT.** You agree that all investment decisions for each Portfolio that invests in securities (as that term is defined under the Securities Act of 1933, the Investment Company Act of 1940, or the Investment Advisers Act of 1940) or securities and investment contracts issued by third-party insurance companies or banks will be made by FMRCo LLC or any other adviser hired by the Trust. You agree that all administrative and management decisions of each Portfolio that directs assets to an interest-bearing deposit account at a bank insured by the FDIC will be made by FBS at the direction of the Trustee. You agree that you will not direct the investment of any funds invested in any Portfolio, either directly or indirectly. You also acknowledge and agree that none of the state of Arizona, the Arizona State Treasurer's Office, the Arizona State Board of Investment, the Trust, the Trustee, the Administrator, FBS, FMRCo LLC or any other adviser or consultant retained by or on behalf of the Trust makes any guarantee that you will not suffer a loss of the amount invested in any Account.

- C. You understand that so long as FMRCo LLC serves as investment manager to the Trust, it will invest the assets of the Portfolios that invest in securities (as that term is defined under the Securities Act of 1933, the Investment Company Act of 1940, or the Investment Advisers Act of 1940) in Fidelity Investments mutual funds or any mutual funds registered with the United States Securities and Exchange Commission and that any successor investment manager may invest in any mutual funds registered with the United States Securities and Exchange Commission or other investments approved by the Trustee. You also understand that the assets in the Portfolios that invest in securities (as that term is defined under the Securities Act of 1933, the Investment Company Act of 1940, or the Investment Advisers Act of 1940) will be allocated among actively-managed and index stock mutual funds, bond mutual funds and/or money market mutual funds while FMRCo LLC serves as investment manager of the Trust.
- D. You understand that there are five types of Portfolios. One type of Portfolio (Age-Based) invests in a mix of mutual funds and becomes more conservative over time. A second type of Portfolio (Static) maintains a fixed asset allocation among equity, bond, and/or money market funds. A third type of Portfolio (Individual Fund) invests in a single mutual fund. A fourth type of Portfolio (Bank

Deposit Portfolio) that holds assets on deposit in an interest-bearing deposit account at a bank insured by the FDIC. A fifth type of Portfolio (Stable Value Portfolio) invests in a stable value separately-managed account that may invest in individual securities or Fidelity mutual funds and investment contracts issued by third-party insurance companies or banks.

- E. You also understand that you may allocate your contributions to one or more of the Portfolios as you choose, but that you may transfer values in an Account among Portfolios only i) twice each calendar year and ii) upon a change of Beneficiary.
- F. You acknowledge and agree that participation in the AZ529 Plan does not guarantee that any Beneficiary: i) will be accepted as a student by any institution of higher education; ii) if accepted, will be permitted to continue as a student; iii) will be treated as a state resident of any state for tuition purposes; iv) will graduate from any institution of higher education; v) will achieve any particular treatment under applicable state or federal financial aid programs; vi) will give any Beneficiary any rights or legal interest with respect to an Account unless the Beneficiary is the Account Owner, or vii) will guarantee that amounts saved pursuant to the AZ529 Plan will be sufficient to cover the Qualified Higher Education Expenses of a Beneficiary. You also acknowledge and agree that none of the state of Arizona, the Arizona State Treasurer's Office, the Arizona State Board of Investment, the Trust, the Trustee, the Administrator, FBS, FMRCo LLC or any other adviser or consultant retained by or on behalf of the Trust makes any such representation or guarantee.

You acknowledge and agree that participation in the Plan does not establish any obligation of the state of Arizona, the Arizona State Treasurer's Office, the Arizona State Board of Investment, the Trust, the Trustee, the Administrator, FBS, FMRCo LLC, or any other adviser or consultant retained by or on behalf of the Trust to guarantee for the benefit of You, any contributor to the Account, or the Beneficiary i) the return of any amounts contributed to an Account; ii) the rate of interest or other return on any Account; iii) the payment of interest or other return on any Account; or iv) tuition rates or the cost of related higher education expenditures.

- G. You acknowledge and agree that no Account will be used as collateral for any loan. Any attempted use of an Account as collateral for a loan will be void.
- H. You acknowledge and agree that you may not assign or transfer any interest in any Account. Any attempted assignment or transfer of such an interest will be void.
- I. You acknowledge and agree that the Trust will not loan any assets to you or any Participant or Beneficiary.
- J. You agree and acknowledge that the Plan is established and maintained by the state of Arizona pursuant to state law and is intended to qualify for certain federal income tax consequences under Section 529 of the Code. You

further acknowledge that such federal and state laws are subject to change, sometimes with retroactive effect, and that none of the state of Arizona, the Arizona State Treasurer's Office, the Arizona State Board of Investment, the Trust, the Trustee, the Administrator, FBS, FMRCo LLC, or any adviser or consultant retained by the Trust makes any representation that such state or federal laws will not be changed or repealed.

K. You agree to the terms of the Trust.

## 5. Fees and Expenses

The Trust will make certain charges against each Account in order to provide for the costs of administration of the Accounts and such other purposes as the Trustee shall determine appropriate.

A. Daily Charge. (i) Each investment Portfolio of the Trust that invests primarily in actively-managed stock, bond, and/or money market Fidelity mutual funds will be subject to a daily charge at an annual rate of 0.17 percent of its net assets; (ii) Each investment Portfolio of the Trust that invests in index stock, bond, and/or money market Fidelity mutual funds will be subject to a daily charge at an annual rate of 0.09 percent of net assets; (iii) Each investment Portfolio of the Trust that invests in a combination of actively-managed and index stock, bond, and/or money market Fidelity mutual funds will be subject to a daily charge at an annual rate of 0.12 percent of net assets; (iv) Each investment Portfolio of the Trust that invests in a stable value separately-managed account that may invest in individual securities or Fidelity mutual funds and investment contracts issued by third-party insurance companies or banks will be subject to (a) a daily charge at an annual rate of 0.08 percent of its net assets and (b) an Insurance Wrap Fee that is a daily charge at a current annual rate of 0.15 percent of net assets but may increase or decrease without notice based on the contractual terms with the insurance providers. This Insurance Wrap Fee is paid to the third-party insurance companies or banks and not retained by Fidelity; and (v) Each investment Portfolio of the Trust that directs assets to an interest-bearing deposit account at a bank insured by the FDIC will be subject (a) to a daily charge of a Program Management Fee and State Fee (together the "Program Fee") at an annual rate of 0.05% to 0.10%, depending on the daily Federal Funds Target Rate as set forth in the table below, of its net assets and (b) to a daily charge of a Bank Administration Fee at an annual rate of 0.00% to 0.40%, depending on the daily Federal Funds Target Rate as set forth in the table below, of its net assets.

Federal Funds Target Rate	Program Fee	Bank Administration Fee
0.00% - <0.50%	0.05%	0.00%
0.50% - <0.75%	0.10%	0.20%
0.75% +	0.10%	0.40%

B. You agree and acknowledge that (i) Each of the mutual funds chosen by FMRCo LLC, or other investment advisers that may be hired by the Trust, will have investment management fees or other expenses, and (ii)(a) Each Age-Based and Static investment Portfolio that invests primarily in actively-managed Fidelity mutual funds, index Fidelity mutual funds, or a combination of actively-managed and index Fidelity mutual funds will have a Portfolio Management Fee, as detailed in the AZ529 Plan Fee and Expense Structure tables in the Fact Kit, that is a daily charge at an annual rate against net assets of such Portfolios and (b) Each investment Portfolio that invests in a stable value separately-managed account that may invest in individual securities or Fidelity mutual funds and investment contracts issued by third-party insurance companies or banks will have a Portfolio Management Fee that is a daily charge at an annual rate of 0.30 percent against net assets of such Portfolio. A Portfolio will not invest in any mutual fund if a sales load would be imposed on that investment.

FBS pays the Trustee a one-time \$10 new account fee ("New Account Fee") per Account during the month an Account is opened with the Trust. The New Account Fee is borne entirely by FBS.

## 6. Necessity of Qualification

The Trust intends to qualify for favorable federal tax treatment under Section 529 of the Code. You agree and acknowledge that qualification under Section 529 of the Code is vital and agree that the Trustee may amend this Participation Agreement upon a determination that such an amendment is required to maintain such qualification.

## 7. Audit

FBS shall cause the Portfolios and their assets to be audited at least annually by a certified public accountant selected by FBS. A copy of the annual report for the Portfolios in the AZ529 Plan can be obtained by calling Fidelity Investments.

## 8. Reporting

The Trust, through the FBS brokerage account in which Trust Units will be held, will make quarterly and annual reports of Account activity and the value of each Account. All Account data, including Account number and Social Security numbers, are available to the Trustee as it may require in connection with its reporting for the Trust. The Trustee will employ its own data control and security policies with respect to any Account data in its possession.

## 9. Participant's Indemnity

You recognize that each AZ529 Plan Account will be established based upon your statements, agreements, representations and warranties set forth in this Agreement. You agree to indemnify and to hold harmless the state of Arizona, the Arizona State Treasurer's Office, the Arizona State Board of Investment, the Trust, the Trustee, the Administrator, FBS,

FMRCo LLC and any representatives of the state of Arizona, the Arizona State Treasurer's Office, the Arizona State Board of Investment, the Trust, the Trustee, the Administrator, FBS, or FMRCo LLC or any affiliate thereof from and against any and all loss, damage, liability or expense, including costs of reasonable attorney's fees, to which they may be put or which they may incur by reason of, or in connection with, i) any misstatement or misrepresentation made by you or any Beneficiary of yours, ii) any breach by you of the acknowledgments, representations or warranties contained herein, or iii) any failure by you to fulfill any portion of this agreement. You agree that all statements, representations and warranties will survive the termination of this Agreement.

#### **10. Amendment and Termination**

Nothing contained in the Trust or this Participation Agreement shall constitute an agreement or representation by the Trustee or anyone else that the Trust will continue in existence. At any time the Trustee may amend the Declaration of Trust and this Participation Agreement, or suspend or terminate the Trust by giving written notice of such action to the Participant, so long as after the action the assets in your Accounts are still held for the exclusive benefit of you and your Beneficiaries.

#### **11. Governing Law**

The Participation Agreement shall be construed, administered, and enforced according to the laws of the state of Arizona.

## SUCCESSOR DESIGNATION AGREEMENT

### General Information

Fidelity Brokerage Services LLC (FBS) Successor Designation Agreement provides a way for a Participant who owns a FBS brokerage account holding Units of interest in a 529 College Investing Plan managed by Fidelity Investments (a 529 Account) to transfer the 529 Account at death to the Participant's designated Successor. The 529 College Investing Plans are New Hampshire's UNIQUE College Investing Plan, Delaware's DE529 Education Savings Plan, Massachusetts' U.Fund College Investing Plan, Connecticut's CHET 529 College Savings Plan - Direct Plan, and Arizona's AZ529, Arizona's Education Savings Plan.

The transfer is controlled by the terms of this Agreement and by the FBS College Investing Plan Successor Designation Form (Form) for College Investing Plan Brokerage Accounts (collectively, the Agreements) between the Participant (the account owner who has executed the Agreement) and FBS. The Form is incorporated into the Agreement by reference.

#### 1. Transfer on Death; Successor

The Agreement creates a transfer on death registration for FBS College Investing Plan brokerage accounts. At the death of the Participant, ownership of the Units of interest in a 529 College Investing Plan held in the Participant's 529 Account will be transferred to the Successor designated in the Agreement or in subsequent restatements of it received and accepted by FBS in the manner provided herein.

The Successor will be the Primary Successor named on the appropriate Form, if living on the Transfer Date (the date of death of the Participant). Otherwise it will be the Contingent Successor, if living on the Transfer Date. If neither the Primary Successor nor the Contingent Successor is living on the Transfer Date the designation will be of no force and effect, and the assets in the 529 Account will pass by operation of law to the estate of the Participant.

The Successor designation will become effective only through a written designation signed by the Participant on a form acceptable to and filed with FBS; provided however that no such written designation will be effective unless it is received and accepted by FBS no later than thirty (30) days after the Transfer Date.

#### 2. Designation Takes Precedence

The designation made under the Agreement will take precedence over any disposition contained in estate planning documents such as a will or a trust. FBS does not give legal or tax advice in connection with the Agreement, and Participants are advised to consult with their attorneys and other tax, financial and estate planning professionals they deem appropriate before completing any designation under the Agreement. The Participant acknowledges that FBS has not advised, nor has any obligation to advise, as to the suitability of the Agreement for the Participant. The Participant further acknowledges that the Agreement does not constitute a trust, and that FBS has no fiduciary duty as a trustee under

the Agreement to the Participant, any Successor under the Agreement or any other interested party.

#### 3. No Effect on Customer Agreement

The Agreement adds to and does not replace any of the terms and conditions of a Participant's FBS brokerage account customer agreement and any other agreements between the Participant and FBS that apply to the 529 Account. If any of the terms of the Agreement should conflict with those of any other agreements that apply to a Participant's brokerage account, as they are amended from time to time, the terms of the Agreement will control with respect to issues relevant to the Agreement.

#### 4. FBS's Right to Modify Agreement

The terms of the Agreement may be amended from time to time by FBS by written notice to the Participant and the terms of the Agreement in effect at the death of the Participant will control the disposition of assets under the Agreement.

FBS may at any time denote the registration of assets held in an account which is subject to the Agreement without indicating the identity of the Primary or Contingent Successors designated under the Agreement. FBS may refuse for any reason to accept any designation made by a Participant under the Agreement.

#### 5. Making Decisions

The Participant must provide Successor designations in writing on a form acceptable to FBS. The College Investing Successor Designation Form is recommended. Photocopies and facsimiles of the Form are acceptable, but an original signature of the Participant is always required. Any designation form that is not signed and dated by the Participant will not be acceptable.

#### 6. Survivorship

Only Successors identified by name may hold the 529 Account. Changes in the relationship between the Participant and any Successor, including, but not limited to, subsequent marriage, dissolution of marriage, remarriage or adoption, will not automatically add or revoke designation of Successors. For purposes of the Agreement, if a trust, or other entity is named as a Successor and such entity is not in existence on the Transfer Date, such entity will be deemed not to have survived the Participant. FBS shall be authorized to rely on copies of death certificates furnished to it by any Successor, the personal representative of the estate of the Participant, or any other source to determine the time of death of the Participant or any Successor. FBS shall also be authorized to rely on public records furnished to it by any Successor, the personal representative of the estate of the Participant, or other source as well as any representation of facts made by the Participant, the personal representative of the estate of the Participant, any Successor or representative of any Successor, or any other person deemed appropriate by FBS.



## **7. Subsequent Designations**

The Participant may at any time change the designation of the Primary Successor and/or the Contingent Successor, or revoke the designations made under the Agreement. A subsequent designation will automatically revoke a prior designation when it becomes effective. In order to be effective, any change or revocation must be in writing and signed by the Participant on a form acceptable to, and filed with FBS. The designation must be signed and dated by the Participant and received and accepted by FBS as provided herein. If a new form is submitted, it must be completed in full. Even if the Participant intends that a designation should be the same under the new form as it was under a previously accepted form, the Participant must fill out the item on the new form as though the Participant had never submitted a form before. A new written designation that is accepted by FBS will be effective according to its terms and has the effect of revoking all prior written designations. FBS will not honor any change made in a will, trust, premarital or other extraneous agreement, even if specific reference is made therein to the Agreement or to one or more specific accounts, except by court order delivered to FBS before it makes transfer under the Agreement.

## **8. Instructions; Third Parties**

An attorney-in-fact, conservator, guardian or other duly authorized and acting representative of the Participant may not change the Successor designation unless expressly authorized by the instrument granting authority to act on the Participant's behalf. FBS may require such representative to execute a certification of the representative's authority and/or an indemnification of FBS acceptable to it as to any liability it may incur in connection with such change.

All written instructions, notices or communications required to be given to FBS shall be mailed or delivered to FBS at its designated mailing address as specified in the Form or such other address as FBS may specify, and no such instruction, notice or communication shall be effective until FBS is in actual receipt thereof.

## **9. No Transfer Before Death**

Until the Transfer Date the Participant retains complete control over the assets in any Account subject to the Agreement and no Successor has any interest in the Account. Until the Transfer Date there will be no transfers made pursuant to the Agreement.

## **10. Agreement Takes Precedence**

Transfer will be made pursuant to the Agreement without regard to any other oral or written agreement.

## **11. Disclaimers; Adverse Claims**

If a Successor disclaims a transfer under the Agreement, a valid disclaimer must be presented to FBS in a manner that affords FBS reasonable opportunity to act. FBS has no duty

to withhold a transfer based on knowledge of an adverse claim unless written notice is given of the claim to afford FBS reasonable opportunity to act, and FBS shall bear no responsibility for any transfers made pursuant to the Agreement before such notice is given. In such a situation, FBS reserves the right to require a court order before making any transfers pursuant to the Agreement.

## **12. Responsibility of Successor**

It is the responsibility of each Successor to notify FBS of the death of the Participant and to provide in a timely manner: i) a completed copy of the applicable FBS form; ii) a copy of the death certificate; iii) a tax waiver if required by state law; and iv) such additional information or documents as FBS may deem necessary or appropriate in its sole discretion. FBS will have no responsibility for locating any Successor. FBS reserves the right to require a Successor to open a FBS brokerage account in order to facilitate transfer of the 529 Account's assets and to execute an indemnification in the amount of the 529 Account's assets.

## **13. FBS's Right of Offset**

If the deceased Participant shall have obligations to FBS which have not been paid, FBS reserves the right to liquidate units of interest to the extent that it may deem necessary, in its sole discretion, and to distribute the proceeds, net of any obligation to FBS or any obligation paid by FBS, in accordance with the Agreement.

## **14. Actions by FBS**

FBS shall have no obligation to: i) locate any Successor, the spouse or legal heirs of any Participant or the personal representative of the estate of any Participant; ii) notify any person of any proposed or completed transfer of assets pursuant to the Agreement; or iii) independently verify any information submitted by any person claiming an interest in an account subject to the Agreement.

Anything to the contrary herein notwithstanding, in the event of reasonable doubt respecting the proper course of action to be taken with respect to assets subject to the Agreement, FBS reserves the right, in its sole and absolute discretion, to resolve such doubt by judicial determination which shall be binding on all parties claiming an interest in the account. In such event, all court costs, legal expenses, and other appropriate and pertinent expenses shall be borne by the assets of the account in such manner as FBS, in its sole discretion, shall determine.

## **15. If Successor is a Minor or Under a Legal Disability**

If a transfer is to be made pursuant to the Agreement to a person known by FBS to be a minor or otherwise under a legal disability, FBS may, in its absolute discretion, make all, or any part of the distribution to: i) a parent of such person; ii) the guardian, conservator, or other legal representative, wherever appointed, of such person; iii) a custodial account

established under a Uniform Transfer to Minors Act or similar act; iv) any person having control or custody of such person; or v) to such person directly. If there is no existing custodial account for a minor Successor, a court-appointed guardian may be required for the administration of any assets otherwise payable to the minor. FBS reserves the right to seek the court appointment of a custodian or guardian if none is otherwise serving.

## **16. Indemnification**

The Participant, his or her estate, and his or her successors-in-interest, including all Successors, shall fully indemnify and save harmless FBS, its agents, affiliates, control persons, successors, and assigns and their directors, officers, employees, and agents from and against all claims, actions, costs, and liabilities, including attorney's fees, by or to any person or entity, including any Successor, any creditor of the Participant, the estate of the Participant, and the Participant's heirs, successors, and assigns, arising out of or relating to: i) any conflicting designation of Successor under the Agreement made in the Participant's will, revocable living trust, or any other instrument; ii) any written change of Successor that the Participant has made and has not been accepted by FBS as provided herein; iii) any other action taken by FBS in opening and maintaining an account under the Agreement, registering assets in the name of the account and completing transfers from the account upon the Transfer Date, including, but not limited to, FBS's reliance on individuals named in this Agreement.

## **17. Effectiveness of Agreement; Governing Law**

This Agreement and its provisions are effective immediately upon FBS's receipt and acceptance of the Agreement as provided herein. The Agreement, and the duties and obligations of FBS under the Agreement, shall be construed, administered and enforced according to the laws of the Commonwealth of Massachusetts, except as superseded by federal law or statute, as applied to contracts entered into and completely performed within said Commonwealth and shall be binding upon their heirs, personal representatives, successors and assigns of the Participant and the Successors designated by the Participant.



*Fidelity Brokerage Services LLC, Member NYSE, SIPC*





*The AZ529, Arizona's Education Savings Plan is offered by the state of Arizona with the Arizona State Treasurer's Office as Plan Administrator and the Arizona State Board of Investment as Plan Trustee and is managed by Fidelity Investments. Fidelity, Fidelity Investments, and the pyramid design, are registered trademarks of FMR LLC. The third-party marks appearing in this document are the marks of their respective owners.*

*Brokerage services provided by Fidelity Brokerage Services LLC, Member NYSE, SIPC.*

# 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

---

**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.

---

**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

---

**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

---

**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.

---

**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.

---

**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.

---

**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

---

**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.

---

**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

---

**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.

---

**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.

---

**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.

---

**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.

---

**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.

---

**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.

---

**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.

---

**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.

---

**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

---

**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.

---

**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.

---

**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.

---

**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.

---

### 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.

---

**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.

---

**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.

---

**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.

---

**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.

---

**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.

---

**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.

---

## 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.

---

## Information about Quotes

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

---

## 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.



Fidelity Brokerage Services LLC, Member NYSE, SIPC  
900 Salem Street, Smithfield, RI 02917  
© 2023 FMR LLC. All rights reserved.

## PRODUCTS, SERVICES, AND CONFLICTS OF INTEREST

*This important disclosure information about Fidelity Brokerage Services LLC ("FBS") is provided to comply with the federal securities laws. It does not create or modify, amend or supersede any agreement, relationship, or obligation between you and FBS (or your financial intermediary). Please consult your account agreement with us and other related documentation for the terms and conditions that govern your relationship with us. Please go to [Fidelity.com/information](https://www.fidelity.com/information) for further information.*

### Introduction

This document provides retail customers (referred to as "you" or "your") with important information regarding your relationship with FBS (referred to as "we," "us," or "our"), a broker-dealer registered with the U.S. Securities and Exchange Commission ("SEC"), and a member of the Financial Industry Regulatory Authority ("FINRA"), the New York Stock Exchange ("NYSE"), and Securities Investor Protection Corporation ("SIPC"). Within this document, you will find information regarding the products and services FBS offers, including their material limitations and risks. In addition, this document describes our best interest obligations and fiduciary status when we make recommendations for retirement accounts. This document also describes the conflicts of interest that arise in FBS's business, including those conflicts that arise from compensation received by FBS, its affiliates, and its registered representatives ("Representatives"), and how we address those conflicts.

FBS offers brokerage accounts and services for personal investing, including retail, retirement (such as Individual Retirement Accounts ["IRAs"]) and cash management services (credit and debit cards, checkwriting, etc.). These brokerage accounts generally allow you to invest in mutual funds, exchange-traded funds, stocks, bonds, options, college savings plans, insurance and annuity products, and more. FBS also offers brokerage accounts and services for Workplace Savings Plans, which are discussed in "Retirement and Other Tax-Advantaged Accounts" below. FBS works with its affiliated clearing broker, National Financial Services LLC ("NFS"), along with other affiliates, to provide you with these brokerage accounts and services.

**Your FBS brokerage account ("FBS Account") is self-directed. This means that you or someone you designate are solely responsible for deciding whether and how to invest in the securities, strategies, products, and services offered by FBS. You or your designee are also solely responsible for the ongoing review and monitoring of the investments held in your FBS Account, even if FBS has made a recommendation to you. It is important you understand that FBS is not an investment advisor and is not required to update any previously provided recommendations, and that unless specifically agreed to in writing, FBS will not monitor any investment recommendation made to you or the investments held in your Account. You are responsible for independently ensuring that the investments in your FBS Account remain appropriate given your Investment Profile.**

When providing brokerage services to you, FBS is required to:

- Have reasonable grounds to believe that any security, investment strategy, or account type that we specifically recommend to you as an individual investor is in your best interest after taking into account factors relevant to your personal circumstances, such as your age, other investments, financial situation and needs, tax status, investment objectives, investment experience, investment time horizon, liquidity needs, risk tolerance, and other financial information you have disclosed to us (your "Investment Profile") and the cost associated with our recommendation (this is our "best interest obligation");
- Ensure that your trades are executed with diligence and competence and seek to provide best execution in light of prevailing market conditions; and
- Treat you in a manner consistent with principles of fair dealing and high standards of honesty and integrity.

There is no minimum required to open an FBS Account, but there are minimums to purchase some types of investments. All transaction charges will be identified to you in the confirmation of a transaction and/or in the account statement FBS sends to you on a periodic basis. Please see the FBS Account Customer Agreement ("Customer Agreement") and the FBS Brokerage Commission and Fee Schedule ("Schedule") for information regarding the transaction fees and other charges that apply to your FBS Account, including trade execution, clearing, and other services provided by our affiliate, NFS, as well as the terms and conditions applicable to your FBS Account, which can be found at [Fidelity.com/information](https://www.fidelity.com/information).

- **FBS Accounts and Intermediaries:** You may have an FBS Account in connection with services provided by an investment advisor affiliated with FBS including Fidelity Personal and Workplace Advisors LLC ("FPWA"), Fidelity Institutional Wealth Adviser LLC ("FIWA") or a third party, such as a registered investment advisor, retirement plan administrator, bank, or family office (collectively referred to as an "Intermediary" or "Intermediary Accounts"). **While FBS and its affiliates provide services to Intermediary Accounts, FBS generally does not provide recommendations to Intermediary Accounts and does not monitor Intermediary Accounts or the investments held therein.** Your Intermediary may offer different investment services and products from those offered by FBS. Please contact your Intermediary for more information on the services offered, conflicts of interest, and the fees you will pay.



## How We Recommend Investments

FBS Representatives use various tools and methodologies to help you choose your investments, investment strategies, and accounts. In addition, many of these tools are available to you directly on our websites and mobile applications. FBS tools and methodologies use information you provide about your financial goals, investment objectives, and financial situation ("Investment Profile"). When developing a recommendation that is in your best interest, we consider your Investment Profile as well as the potential risks, rewards, and costs associated with the investment, strategy, or account recommendation. Although cost is a factor that we consider in making recommendations to you, it is only one of several factors. As a result, we do not necessarily recommend the lowest-cost investment option, and lower-cost alternatives might be available with the same, similar, or different risk and return characteristics. In addition, we do not consider every investment, product, or service offered by FBS when making a recommendation; certain investments and products are only available for self-selection (i.e., without an FBS recommendation). We are not obligated to provide a recommendation to you.

## Retirement and Other Tax-Advantaged Accounts

We offer a variety of retirement and other tax-advantaged accounts (including IRAs, workplace savings plan accounts, Health Savings Accounts ("HSAs"), and other similar accounts, collectively "Retirement Accounts"). We have a best interest obligation when we provide a recommendation as part of our brokerage services to your Retirement Account.

When we provide investment advice to you regarding your Retirement Account within the meaning of Title I of the Employee Retirement Income Security Act ("ERISA") and/or the Internal Revenue Code ("IRC"), as applicable, we are a fiduciary within the meaning of these laws governing retirement accounts. The way we make money creates some conflicts with your interests, so when we provide such investment advice, we operate under special rules that require us to act in your best interest and not put our interest ahead of yours.

Under these special rules, we must:

- Meet a professional standard of care when making investment recommendations (give prudent advice);
- Never put our financial interests ahead of yours when making recommendations (give loyal advice);
- Avoid misleading statements about conflicts of interest, fees, and investments;
- Follow policies and procedures designed to ensure that we give advice that is in your best interest;
- Charge no more than is reasonable for our services; and
- Give you basic information about conflicts of interest.

The above fiduciary acknowledgement applies solely with respect to the following types of recommendations (each a "Covered Recommendation"):

- **Transfer and Account Recommendations.** From time to time, we may recommend that you transfer or roll over assets from a Workplace Savings Plan to a brokerage or an advisory IRA (or another Workplace Savings Plan). We may also recommend that you transfer assets in your Workplace Savings Plan to an advisory program or transfer IRA assets to an advisory program.
- **Investment Recommendations.** If you have a Retirement Account with us, we may, from time to time, recommend that you buy, sell, or hold securities or other investment property for your Account. We may also recommend that you hire third parties to provide you with investment advice for your IRA.

It is important to understand that we will not be a fiduciary in connection with all of our interactions with you regarding your Retirement Account. Specifically, we provide non-fiduciary assistance and education regarding Retirement Accounts and this information is not intended to be individualized to your particular circumstances and should not be considered as a primary basis for your investment decisions. This type of assistance includes:

- Execution of self-directed, or unsolicited, transactions or trades;
- General descriptions, information and education about our products and services or with respect to plan distribution or rollover decisions;
- Communications that are not an individualized/personalized suggestion for you to take a particular course of action with respect to your retirement assets;
- Assistance for workplace savings plan accounts that are not subject to Title I of ERISA (e.g., certain plans maintained by governmental or tax-exempt employers and non-qualified deferred compensation plans);
- Recommendations with respect to accounts other than Retirement Accounts that you maintain with us; or
- Any communications that are not fiduciary investment advice (as defined by ERISA or the IRC).

## Rollovers from an Employer-Sponsored Retirement Plan

You can open or contribute to an IRA with assets that are "rolled over" from a 401(k) or other employer-sponsored retirement plan. Our affiliates provide recordkeeping and other services to employer-sponsored retirement plans ("Workplace Savings Plans") and assets held in a Workplace Savings Plan Account can be rolled over to an FBS IRA. Similarly, assets held in a third-party retirement plan can also be rolled over to an FBS IRA.

If you are a participant in a Workplace Savings Plan, we can provide you with information and/or recommendations regarding your plan distribution options. Certain FBS Representatives can discuss the financial and nonfinancial factors to consider when deciding whether to stay in your Workplace Savings Plan, roll over to another Workplace Savings Plan, or roll over to an FBS IRA. When discussing IRAs in connection with a rollover transaction, Representatives will only discuss the features of an FBS IRA. Other financial services firms may offer rollover IRAs that have different features.

Our plan distribution assistance process can include providing you with information to help you understand the factors to consider and the trade-offs with each distribution option so you can make an informed decision. Our Representatives can answer questions you might have about any of these factors.

If you are a participant in an employer-sponsored retirement plan or maintain an IRA that is not record kept by an affiliate of FBS and you are eligible to roll over retirement assets to an IRA, we can provide you with information regarding the factors that are important for you to consider when deciding whether to remain in your current plan or IRA or transfer all or part of such plan or IRA to an FBS IRA. We do not make recommendations with respect to whether you should roll over from an employer-sponsored retirement plan or IRA that is not record kept by an affiliate of FBS.

### **Conflicts of Interest**

Conflicts of interest arise because the products and services we offer have different costs to you and different levels of compensation earned by us, our affiliates, and our Representatives. Generally, FBS and our affiliates earn more compensation when you select a product or service offered by us or one of our affiliates (i.e., a “proprietary” product or service), as compared to a product or service offered by a third party. FBS may also receive compensation from third parties in connection with the securities you purchase. As a result, when working with you, FBS has a financial incentive to recommend the accounts, products, and services that result in greater compensation to FBS. Most FBS Representatives receive variable compensation based on the type of product or service you select, but FBS Representatives’ compensation is not affected by whether you purchase a proprietary product or service, or a similar third-party product or service offered through us.

We seek to address these conflicts in multiple ways. For example:

- We primarily use standardized methodologies and tools to provide advice so that recommendations made for your FBS account are in your best interest, based on your needs and financial circumstances.
- We train, compensate, and supervise FBS Representatives appropriately to provide you with the best client experience, which includes offering products and services that are in your best interest based on your financial situation and needs. As described in the “How We Pay Our Representatives” section below, products and services that require more time and engagement with a customer and/or that are more complex or require special training or licensing typically provide greater compensation to a Representative. Based on these neutral factors, the compensation received by a Representative in connection with certain products and services offered by us or our affiliates, including certain investment advisory programs offered through our investment advisor affiliate FPWA, is greater than the compensation Representatives receive for other products and services that we offer.
- We disclose information to you about any important conflicts of interest that are associated with a recommendation in advance of providing you with a recommendation so that you can make informed decisions.

### **How We Pay Our Representatives**

- FBS takes customer relationships very seriously and has processes in place to help ensure that when we recommend products and services to you, what we recommend is in your best interest. FBS Representative compensation is designed to ensure that our Representatives are appropriately motivated and compensated to provide you with the best possible service, including providing recommendations that are in your best interest, based on your stated needs. This section generally describes how we compensate FBS Representatives. Compensation to FBS and its Representatives for the products and services we offer is described in the “Investment Products and Services” section below.
- Fidelity Representatives receive a portion of their total compensation as base pay—a predetermined and fixed annual salary. Base pay varies between Fidelity Representatives based on experience and position. In addition to base pay, FBS Representatives are also eligible to receive variable compensation or an annual bonus, and certain Representatives are also eligible to receive longer-term compensation. Whether and how much each FBS Representative receives in each component of compensation is generally determined by the Representatives role, responsibilities, and performance measures and is also impacted by the type of product or service you select. These compensation differentials recognize the relative time required to engage with a customer and that more time is required to become proficient or receive additional licensing (for example, insurance and annuity products or investment advisory services) as compared to, for example, a money market fund. Products and services that require more time to engage with a client and/or that are more complex generally provide greater compensation to our Representatives, FBS, and/or our affiliates. Although we believe that it is fair to base the compensation received by our Representatives on the time and complexity involved with the sale of products, this compensation structure creates a financial incentive for Representatives to recommend and that a client maintain investments in these products and services over others. Depending on the specific situation, the compensation received by Fidelity Representatives in connection with you maintaining an FBS Account could be less than the compensation received by Fidelity Representatives in connection with you choosing to participate in a Fidelity advisory program. FBS addresses these conflicts of interest by training and supervising our Representatives to make recommendations that are in your best interest and by disclosing these conflicts so that you can consider them when making your financial decisions.
- For additional information about FBS Representative compensation, please see *Important Information Regarding Representatives’ Compensation* at [Fidelity.com/information](https://www.fidelity.com/information).

### **Investment Products and Services Offered by FBS**

#### **General Investment Risks**

All investments involve risk of financial loss. Historically, investments with a higher return potential also have a greater risk potential. Events that disrupt global economies and financial markets, such as war, acts of terrorism, the spread of infectious illness or other public health issues, and recessions, can magnify an investment’s inherent risks.

The general risks of investing in specific products and services offered by FBS are described below. Detailed information regarding a specific investment's risks is also provided in other disclosure and legal documents we make available to you, including prospectuses, term sheets, offering circulars, and offering memoranda. As stated previously, you are responsible for deciding whether and how to invest in the securities, strategies, products, and services offered by FBS. You should carefully consider your investment objectives and the risks, fees, expenses, and other charges associated with an investment product or service before making any investment decision. The investments held in your Account (except for certificates of deposit ["CDs"] or a Federal Deposit Insurance Corporation ("FDIC") insured deposit account bank sweep) are not deposits in a bank and are not insured or guaranteed by the FDIC or any other government agency.

### **Fees and Charges**

Details regarding the fees, charges, and commissions and/or markups associated with the investment products and services described below are available at [Fidelity.com/information](https://www.fidelity.com/information).

If you work with an intermediary, your intermediary determines with FBS the fees, charges, commissions and/or markups you pay to FBS and its affiliates for their services. Contact your intermediary for more information.

### **Available Securities**

This section generally describes the securities offered by FBS, the fees you will pay, how we and/or our affiliates are compensated, the associated risks and Representative compensation. If you are investing through your workplace retirement plan, the securities available to you will be determined by your plan sponsor and generally do not include all of the securities discussed in this document.

### **Bonds, Municipal Securities, Treasuries, and Other Fixed Income Securities**

FBS offers fixed income securities including, among others, corporate bonds, U.S. Treasuries, agency and municipal bonds, and CDs. You can purchase fixed income securities from us in two ways: directly from the issuer (new issues) in the primary market and through broker-dealers, including affiliates of FBS, in the secondary market. FBS also offers brokered CDs issued by third-party banks.

FBS makes certain new issue fixed income securities available without a separate transaction fee. New issue CDs are also offered without a transaction fee. With respect to fixed income securities purchased or sold through the secondary market, the cost for the transaction (commonly called a "markup" for purchases or "markdown" for sales) is included in the purchase or sale price. In addition to any markup or markdown, an additional transaction charge can be imposed by FBS when you place your order through an FBS Representative, depending on the type of fixed income security you purchase.

FBS or its affiliates receive compensation from the issuer for participating in new issue offerings of bonds and CDs. Information about the sources, amounts, and terms of this compensation is contained in the bond's or CD's prospectus and related documents. For secondary market transactions, FBS and/or its affiliate, NFS, receive compensation by marking up or marking down the price of the security.

In general, the bond market is volatile and fixed income securities carry interest rate risk (i.e., as interest rates rise, bond prices usually fall, and vice versa). Interest rate risk is generally more pronounced for longer-term fixed income securities. Very low or negative interest rates can magnify interest rate risks. Changing interest rates, including rates that fall below zero, can also have unpredictable effects on markets and can result in heightened market volatility. Fixed income securities also carry inflation risk, liquidity risk, call risk, and credit and default risks for both issuers and counterparties. Tax code changes can impact the municipal bond market. Lower-quality fixed income securities involve greater risk of default or price changes due to potential changes in the credit quality of the issuer. Foreign fixed income investments involve greater risks than U.S. investments, and can decline significantly in response to adverse issuer, political, regulatory, market, and economic risks. Fixed income securities sold or redeemed prior to maturity are subject to loss.

Certain FBS Representatives are compensated in connection with the purchase of fixed income securities in your FBS Account. Representative compensation is not affected by whether the security is purchased or sold as a new issue or in a secondary market transaction and is paid irrespective of whether our Representative recommended the transaction to you. Representative compensation is based on the type of fixed income security that you purchase, with compensation for CDs and U.S. Treasury bonds being lower than for other types of fixed income securities. As a result, these Representatives have a financial incentive to recommend certain fixed income products over others. We address this conflict by providing our Representatives with appropriate training and tools to ensure that they are making recommendations that are in your best interest, supervising our Representatives, and disclosing these conflicts so that you can consider them when making your financial decisions.

### **Exchange-Traded Products (ETPs)**

ETPs include a range of security types, including exchange-traded funds (ETFs) and other securities, which are not considered a form of mutual fund. FBS offers ETFs sponsored by an FBS affiliate and ETPs and ETFs sponsored by third parties.

FBS does not charge a commission or other transaction fee for ETPs purchased online but will charge you a transaction fee if purchased through an FBS Representative. You will pay a fee on the sale of any ETP, which will be identified in a transaction confirmation sent to you.

FBS and its affiliate NFS receive compensation from BlackRock Fund Advisors, the sponsor of the iShares® ETFs, in connection with a marketing program that includes promotion of iShares® ETFs and inclusion of iShares funds in certain FBS and NFS platforms and investment programs. This marketing program creates an incentive for FBS to recommend the purchase of iShares ETFs. Additional information about the sources, amounts, and terms of this compensation is contained in the iShares ETF's prospectuses and related documents. FBS and its affiliate NFS also have commission-free marketing arrangements with several other sponsors of active and smart beta ETFs under which we are entitled to receive payments. Certain ETF sponsors also pay FBS and NFS an asset-based fee in support of their ETFs on Fidelity's platform, including related shareholder support services, the provision of calculation and analytical tools, as well as general investment research and educational materials regarding ETFs. Fidelity does not receive payment from these ETF sponsors to promote any particular ETF to its customers.

For the specific risks associated with an ETP, please see its prospectus or summary prospectus and read it carefully.

Certain FBS Representatives are compensated in connection with the purchase of ETPs in your FBS Account, regardless of whether the Representative recommended the transaction to you. Representatives receive no additional compensation for purchases of iShares ETFs versus other ETFs.

### **Insurance and Annuities**

FBS and its affiliates offer proprietary and nonproprietary life insurance and annuities issued by FBS-affiliated insurance companies and third-party insurance companies.

Insurance companies charge fees that are either explicitly disclosed or incorporated into the product's benefits or credits (referred to as a "premium"). The fees for these products vary depending on the type of insurance product purchased, any available options selected, and surrender charges incurred, if any. Any explicit fees are disclosed in the applicable prospectus, contract, and/or marketing materials. FBS or its affiliates receive a commission from the issuing insurance companies for sales of their insurance and annuity products.

Life insurance and annuity products are subject to various risks, including the claims-paying ability of the issuing insurance company, which are detailed in the applicable prospectus, contract, and/or marketing materials.

Certain Representatives are compensated in connection with your purchase of insurance and annuity products. This compensation is not affected by the type of insurance or annuity product you purchase or whether you purchase a proprietary or third-party product, but this compensation is higher than the compensation received in connection with the sale of other less complex types of investments offered by FBS. As a result, these Representatives have a financial incentive to recommend insurance and annuity products over other types of investments. We address this conflict by providing our Representatives with appropriate training and tools to ensure that they are making recommendations that are in your best interest, supervising our Representatives, and disclosing these conflicts so that you can consider them when making your financial decisions.

### **Mutual Funds**

FBS offers proprietary mutual funds that do not have a transaction fee or third-party mutual funds that do not have a transaction fee or that FBS makes available on a load-waived basis (collectively "no transaction fee" or "NTF" funds). In addition, FBS offers third-party mutual funds available with a sales load and/or a transaction fee ("transaction fee" or "TF" funds). FBS and its Representatives will only recommend NTF funds, and do not make recommendations regarding TF funds or consider them when making recommendations to you. As discussed below, FBS and its affiliates receive greater compensation for holdings in NTF funds than TF funds.

FBS does not charge a fee for the purchase or sale of NTF funds. FBS will impose a short-term trading fee for sales of all nonproprietary, NTF funds made within 60 days of purchase. For TF funds, FBS charges a fee for all purchases. Load funds have a sales charge imposed by the third-party fund company that varies based on the share class of the fund, which is described in each fund's prospectus.

FBS and its affiliates earn the following compensation from mutual fund transactions:

- FBS affiliates earn compensation from the ongoing management fees for proprietary funds, as identified in the funds' prospectuses.
- FBS or its affiliates receive a portion of the sales load paid to a third-party fund company in connection with your purchase of a load fund.
- FBS and its affiliates receive compensation from certain third-party fund companies or their affiliates for (i) access to, purchase or redemption of, and maintenance of their mutual funds and other investment products on Fidelity's platform, and (ii) other related shareholder servicing provided by FBS or its affiliates to the funds' shareholders. This compensation may take the form of 12b-1 fees described in the prospectus and/or additional compensation such as shareholder servicing fees, revenue sharing fees, training and education fees, or other fees paid by the fund, its investment adviser, or an affiliate. This compensation can also take the form of asset and position-based fees, fund company and fund start-up fees, infrastructure support fees, fund company minimum monthly fees, and fund low platform asset fees.
- FBS and its affiliates also receive compensation through a fixed annual fee from certain third-party fund companies that participate in an exclusive marketing, engagement, and analytics program. The only third-party fund companies eligible to participate in this program are those that have adequately compensated FBS or its affiliates for shareholder servicing and that have demonstrated consistent customer demand for their funds.

For more information about the specific investment objectives, risks, charges, fees and other expenses, including those that apply to a continued investment in a mutual fund, please read the mutual fund's prospectus carefully. You should also understand that sometimes a third-party fund company makes both a no-transaction-fee share class and a transaction fee share class of a fund available for purchase. In this situation, the expense ratio associated with the TF fund could be lower than the NTF fund. You can find more information about mutual fund fees and costs by visiting [Fidelity.com/information](https://www.fidelity.com/information).

Certain FBS Representatives are compensated in connection with the purchase of mutual funds in your FBS Account, regardless of whether the Representative recommended the transaction to you or if you purchase an NTF or TF fund. Representative compensation is not affected by whether you purchase a proprietary or third-party fund, or by the amount of compensation received by FBS or its affiliates in connection with a proprietary or third-party fund.

### **Private Funds and Alternative Investments**

FBS offers certain proprietary and third-party privately offered funds and other alternative investments.

Investing in private funds and alternative investments are subject to certain eligibility and suitability requirements. The fees for purchasing these types of investments are typically higher than for mutual funds or ETPs. For details regarding a specific private fund or alternative investment, including fees and risks, please read its offering materials carefully.

FBS receives compensation from its affiliates and third parties for distributing and/or servicing alternative investments. FBS affiliates also earn compensation from the ongoing management fees for proprietary alternative investments.

Certain Representatives are compensated in connection with your purchase of proprietary alternative investments, regardless of whether the Representative recommended the transaction to you. Representative compensation, where received, will be higher than the compensation received in connection with the sale of other less complex types of investments offered by FBS. As a result, Representatives have a financial incentive to introduce and assist you with your purchase of proprietary alternative investments over other types of investments. We address this conflict by providing our Representatives with appropriate training and tools to ensure that they are making recommendations that are in your best interest, supervising our Representatives, and disclosing these conflicts so that you can consider them when making your financial decisions.

### **Stocks and Options**

FBS makes available for purchase and sale the stocks of publicly traded companies listed on domestic and international exchanges, as well as options on many of these securities. FBS and its Representatives do not make recommendations regarding stocks or options.

FBS does not charge you a commission for online U.S. stock transactions but will charge you a commission when a stock purchase order is placed over the phone or through a Representative. An activity assessment fee is charged when a stock is sold, either online or through the phone or a Representative. There are also specific commissions, fees, and charges that apply to transactions in stocks listed on international exchanges. Options have a per-contract fee when traded online and a commission and per-contract fee apply if traded over the phone or through a Representative. The per-contract fee and/or commission charged for options strategies involving multiple purchases and sales of options, such as spreads, straddles, and collars, is higher than the fee and/or commission charged for a single options trade. In addition, all options trades incur certain regulatory fees that are included in the Activity Assessment Fee on the transaction confirmation. FBS and/or NFS receives remuneration, compensation, or other consideration for directing customer stock and option orders to certain market centers. Such consideration can take the form of financial credits, monetary payments, rebates, volume discounts, or reciprocal business. The details of any credit, payment, rebate, or other form of compensation received in connection with the routing of a particular order will be provided upon your request. For additional information on our best execution and order entry procedures, please refer to the "Order Routing and Principal Trading by FBS Affiliates" section of this document and to our Fidelity Account Customer Agreement, which you can find at [Fidelity.com/information](https://www.fidelity.com/information).

Stock markets are volatile and can fluctuate significantly in response to company, industry, political, regulatory, market, infectious illness, or economic developments. Investing in stocks involves risks, including the loss of principal. Stocks listed on foreign exchanges involve greater risks than U.S. investments, including political and economic risks and the risk of currency fluctuations, all of which may be magnified in emerging markets.

Options trading entails significant risk and is not appropriate for all investors. Before you make use of options in any way, it's essential to fully understand the risks involved, and to be certain that you are prepared to accept them. Your account must be approved for options trading. Before trading options, please read *Characteristics and Risks of Standardized Options*, which can be found by visiting [Fidelity.com/information](https://www.fidelity.com/information).

For information regarding trading and order routing practices, including compensation, see the "Order Routing and Principal Trading by FBS Affiliates" section below.

Certain FBS Representatives are compensated in connection with the aggregate value of stock held in your account but are not compensated when you purchase stock or make an options transaction.

### **Additional FBS Account Services, Features, and Types**

#### **Checkwriting Services**

You can set up checkwriting within your FBS account. Checks are issued through a bank that we have entered into an arrangement with to provide checkwriting services. Checkwriting is not available for certain Retirement Accounts.

#### **Credit and Debit Cards**

##### **Credit Cards**

FBS has an arrangement with a third-party service provider that allows the service provider to issue several different versions of a co-branded credit card. Most of these credit cards offer cash back rewards, among other features. If you are an FBS customer and choose to have one of these credit cards, you have the option of depositing these rewards into your FBS account. FBS or its affiliates share the revenue attributable to these credit cards with the issuer, and FBS or its affiliates receive additional revenue from the credit card network.

##### **Debit Cards**

FBS has entered into an arrangement with third-party service providers that provide FBS customers with a debit card to access the uninvested cash in their FBS Accounts. The service provider charges FBS fees in exchange for its services. However, those fees are offset by revenue generated in connection with customers' use of these cards, and FBS or its affiliates receive additional revenue from the debit card network. FBS or an affiliate could have an ownership interest in certain of the third-party service providers offering debit cards; any such interest will be disclosed to you.

#### **College Savings Accounts/Plans, ABLE Plans, and Other Custodial Accounts**

FBS or its affiliates offer a variety of state-sponsored 529 college savings plans ("529 Plans"), at both the state and national level, and ABLE disability account savings plans ("ABLE Plans").

There is no annual account fee or minimum required to open a 529 Plan or ABLE Plan account at Fidelity. Some states offer favorable tax treatment to their residents only if they invest in their own state's Plan. Before making any investment decision, you should consider whether your state or the designated beneficiary's home state offers its residents a Plan with alternate state tax advantages or other state benefits, such as financial aid, scholarship funds, and protection from creditors.

FBS or its affiliates receive program manager fees as well as portfolio management and underlying fund fees from the 529 Plans and program manager fees and underlying fund fees from the ABLE Plans as compensation for services provided to the Plans. The fees associated with these Plans are described in each Plan's Disclosure Document.

Investments in 529 and ABLE Plans are municipal fund securities and are subject to market fluctuation and volatility. See the Plan's Disclosure Document for additional information regarding risks.

Certain FBS Representatives are compensated for sales of 529 and ABLE Plans. This compensation is the same regardless of the 529 or ABLE product you choose to purchase, but this compensation is higher than the compensation received in connection with certain other types of investments offered by FBS, such as money market funds, equities, and CDs. As a result, these Representatives have a financial incentive to recommend these types of Plans over other types of investments. We address this conflict by providing our Representatives with appropriate training and tools to ensure that they are making recommendations that are in your best interest, by supervising our Representatives, and by disclosing these conflicts so that you can consider them when making your financial decisions.

You can also invest on behalf of a minor through a custodial account (also known as an UGMA or UTMA account, based on the Uniform Gifts/Transfers to Minors Acts). Funds in a custodial account are irrevocable gifts and can only be used for the benefit of the minor. Securities discussed in this document can be purchased through these custodial accounts, and our Representatives are compensated in connection with your purchase of such securities.

### **Fully Paid Lending Program**

Subject to certain eligibility and suitability requirements, you may choose to participate in our Fully Paid Lending Program ("Lending Program"). The Lending Program is available to customers holding positions in eligible U.S. equities that are difficult to borrow. You will enter into a separate agreement with our affiliate NFS, if you choose to participate in the Lending Program.

FBS and NFS earn revenue in connection with borrowing your securities and lending them to others in the securities lending market and/or facilitating the settlement of short sales.

Certain FBS Representatives can recommend the use of the Lending Program but are not compensated in connection with your participation in the Lending Program.

### **Health Savings Account (HSA)**

An HSA is a tax-advantaged account that can be used by individuals enrolled in an HSA-eligible health plan to make contributions and take current or future distributions for qualified medical expenses. The Fidelity HSA® is a brokerage account that can be opened directly with FBS or through an Intermediary. For an HSA, FBS and its Representatives will only recommend investment management services provided by FPWA, proprietary mutual funds and mutual funds that participate in the exclusive marketing, engagement, and analytics program as described in the "Investment Products and Services" section above. Note that HSAs offered in connection with your workplace benefits program are described in the "Workplace Savings Plan Accounts" section below.

There are no fees to open an HSA account with FBS, and our Representatives are not compensated when you open an HSA directly with FBS.

Certain of the securities discussed in this document can be purchased through an HSA, and our Representatives are compensated in connection with your purchase of such securities.

### **IRAs and Other Retirement Accounts**

We offer traditional IRAs and Roth IRAs to individual investors to make investments on a tax-advantaged basis. We also offer other retirement accounts for those who are self-employed (Self-Employed 401(k)s, SIMPLE IRAs, etc.) and to small-business owners.

There are no fees to open IRAs or other Retirement Accounts with FBS, and our Representatives are not compensated when you open these accounts. Certain of the securities discussed in this document can be purchased through an IRA or other Retirement Account, and our Representatives are compensated in connection with your purchase of such securities.

### **Margin**

The use of margin involves borrowing money to buy securities. If you use margin to buy eligible securities in your Account, you will pay interest on the amount you borrow. Retirement accounts are not typically eligible for margin.

Margin trading entails greater risk, including, but not limited to, risk of loss and incurrence of margin interest debt, and is not suitable for all investors. Please assess your financial circumstances and risk tolerance before trading on margin. If the market value of the securities in your margin account declines, you may be required to deposit more money or securities to maintain your line of credit. If you are unable to do so, we may be required to sell all or a portion of your pledged assets. Your account must be approved for trading on margin. We can set stricter margin requirements than the industry required minimum and can institute immediate increases to our margin requirements which can trigger a margin call.

FBS Representatives are not compensated in connection with the use of margin in your FBS Account and do not make recommendations regarding the use of margin. Please refer to the Client Agreement, which can be found at [Fidelity.com/information](https://www.fidelity.com/information), for more information concerning margin.



## Sweep Options

Your FBS Account includes a “core position” that holds assets awaiting further investment or withdrawal. Depending on the type of account, and how it is opened, the available sweep options made available and presented to you include one or more of the following: Fidelity money market mutual funds, an FDIC-insured bank sweep, or a free credit balance. For more information, please refer to the Customer Agreement at [Fidelity.com/information](https://www.fidelity.com/information). If you work with an Intermediary, only certain core options are available. Contact your Intermediary for more information. If you use a free credit balance, FBS’s affiliates earn interest by investing your cash overnight and can earn additional compensation through the use of unsettled funds that can generate earnings, or “float.” These funds can also be used for other business purposes including funding margin loans. If you use a Fidelity money market fund, FBS’s affiliates earn management and other fees as described in the fund’s prospectus. If your cash is swept to an FDIC-insured deposit bank sweep account, FBS’s affiliates receive a fee from the bank receiving deposits through the bank sweep program. FBS or an affiliate could have an ownership interest in certain of the banks participating in the program and any such interest will be disclosed to you. For more information, please refer to the *FDIC-Insured Deposit Sweep Program Disclosures* document at [Fidelity.com/information](https://www.fidelity.com/information).

## Third-Party Lending Solutions

Securities-backed lines of credit are available, which allow you to borrow funds from banks using the securities in your FBS Account as collateral. FBS or an affiliate could have an ownership interest in certain of the banks offering these lines of credit and any such interest will be disclosed to you. FBS Representatives are compensated when you draw down a loan on your securities-backed line of credit.

Additionally, FBS Representatives may refer you to banks in which it or an affiliate have an ownership interest and any such interest will be disclosed to you. FBS Representatives do not receive compensation for such referrals.

## Accounts Offered by Affiliates of FBS Charitable Giving

Fidelity Investments Charitable Gift Fund (“Fidelity Charitable”) is an independent public charity that offers the Fidelity Charitable® Giving Account®, a donor-advised fund. FBS and its affiliates provide services to Fidelity Charitable® and are compensated in connection with those services.

Certain FBS Representatives are compensated for referrals to Fidelity Charitable.

## Investment Advisory Services

Brokerage accounts and investment advisory services offered to you by FBS and its affiliates are separate and distinct. These offerings are governed by different laws and regulations and have separate agreements with different terms, conditions, and fees that reflect the differences between the services provided. It is important for you to understand that a self-directed FBS brokerage account differs from a discretionary investment advisory service where FPWA or another FBS affiliate is responsible for deciding which investments will be purchased or sold. FPWA also offers nondiscretionary investment advisory services that include financial planning, profiling, and, as appropriate, referrals to third-party investment advisors. Please refer to the “Guide to Brokerage and Investment Advisory Services at Fidelity Investments” (available at [Fidelity.com/information](https://www.fidelity.com/information)) for more information regarding our roles and responsibilities when providing brokerage and advisory services.

Investment advisory accounts typically charge an ongoing fee for the investment, advice, and monitoring services provided which, in the case of FPWA discretionary advisory services, also include costs of brokerage execution and custody. Fees for these investment advisory services vary based on the scope of services provided and the value of the assets for which the services are provided. Information regarding each of the investment advisory programs offered by FPWA, including the fees charged, can be found at [Fidelity.com/information](https://www.fidelity.com/information). FPWA’s discretionary investment advisory services are only provided with respect to the specific accounts or assets that are identified in the agreement(s) you enter into with FPWA. FPWA does not provide investment advisory services for other accounts or assets you have, either at FBS, an FBS affiliate, or with another financial institution.

FBS does not receive separate commissions in connection with FPWA’s discretionary investment advisory services; however, FBS is reimbursed for the brokerage and other services provided to FPWA.

Certain FBS Representatives also act as investment advisory representatives of FPWA. Your Representative will be acting as a registered representative for FBS when providing services to your self-directed brokerage accounts or providing a recommendation for an FPWA investment advisory service. Once a client enrolls in an FPWA investment advisory service, the Fidelity Representative will be providing FPWA services and will be acting as an investment advisory representative for FPWA when providing discretionary and nondiscretionary investment advisory services. FBS Representatives are compensated in their capacity as investment advisory representatives of FPWA when providing investment advisory services to you. This compensation varies based on the investment advisory service you select and can be greater than the compensation received in connection with the sale of other less complex types of investments offered by FBS. As a result, these Representatives have a financial incentive to recommend your enrollment and continued maintenance of an investment in FPWA’s investment advisory services over other types of investments offered by FBS. We address this conflict by providing our Representatives with appropriate training and tools to ensure that they are making recommendations that are in your best interest, by supervising our Representatives, and by disclosing these conflicts so that you can consider them when making your financial decisions. Please review the Program Fundamentals Brochure for the FPWA service being offered to you, which is available at [Fidelity.com/information](https://www.fidelity.com/information), for more information about Fidelity’s compensation and conflicts of interest.

Additionally, FBS’s affiliate FIWA offers advisory services to Intermediaries and to retail investors who work with Intermediaries and can be referred by FBS. Generally, you must have a relationship with an Intermediary to receive the advisory services from FIWA. Please refer to FIWA’s Form CRS for more information at [Fidelity.com/information](https://www.fidelity.com/information).



## Workplace Services

FBS and its affiliates can provide a range of services to your Workplace Savings Plan. These services include investment advisory, transfer agent, brokerage, custodial, recordkeeping, and shareholder services for some or all of the investment options available under your Workplace Savings Plan. FBS can provide you with recommendations with respect to the investments held in your Workplace Savings Plan account as permitted by your plan sponsor, either online or through an FBS Representative. Any such recommendations provided to you will be limited to those investment options selected in your Plan's investment lineup (including investment advisory services offered by FBS's affiliate, FPWA), and will not consider investment options that may be available only through the Plan's self-directed brokerage window.

FBS can provide recommendations concerning a Workplace HSA. Any recommendations provided to you for a Workplace HSA will be limited to investment management services provided by FPWA, proprietary mutual funds, and mutual funds that participate in the exclusive marketing, engagement, and analytics program as described in the "Investment Products and Services" section above. Please refer to your HSA Customer Agreement and our Schedule for additional account maintenance fees that can be charged by your employer.

Our Representatives are not compensated when you participate in a workplace savings plan or open an HSA.

If you have opened an FBS Account in connection with your participation in your employer's equity compensation plan where our affiliate Fidelity Stock Plan Services, LLC, provides recordkeeping and administrative services ("Stock Plan Services"), then FBS will provide you with brokerage account services as described in your Customer Agreement at [Fidelity.com/information](https://www.fidelity.com/information). You are also subject to the terms and conditions of your employer's equity compensation plan, including any applicable prospectus, grant or enrollment agreement, or other documentation. We can also provide information regarding your employee benefits.

FBS can also provide Executive Services to certain employees and/or participants in Workplace Savings Plans and/or through Stock Plan Services. Executive Services typically include customized equity compensation analysis, assistance with retirement planning, income protection, investment strategies, and access to products and services offered by FBS.

## Third-Party Services through Marketplace Solutions and Other Programs

We have entered into certain arrangements to make the services of various third-party vendors available to our customers and Intermediaries. These services are generally, but not exclusively, accessed via hyperlinks on our website and mobile apps, as well as application programming interfaces and data transmissions. These connections allow customers and Intermediaries to connect directly with a vendor to obtain that vendor's services. In other cases, we refer and/or introduce Intermediaries to third-party vendors who might be of interest to them. We receive compensation from these vendors when you decide to use their services. This compensation can take a variety of forms, including, but not limited to, payments for marketing and referrals, as well as sharing in a vendor's revenue attributable to our customers' usage of the applicable vendor's products or services.

FBS Representatives are not compensated in connection with these vendor relationships and do not make recommendations regarding the use of these vendors.

## Additional Conflicts of Interest

### Agreements and Incentives with Intermediaries

If you work with FBS through an Intermediary, you have authorized your Intermediary to enter into an agreement with FBS that includes a schedule of applicable interest rates, commissions, and fees that will apply to your Intermediary Account. In these arrangements, FBS and the Intermediary agree to pricing for the respective Intermediary Accounts based on the nature and scope of business that Intermediary does with FBS and its affiliates, including the current and future expected amount of assets that will be custodied by the Intermediary with an FBS affiliate, the types of securities managed by the Intermediary, and the expected frequency of the Intermediary's trading. Intermediaries select from among a range of pricing schedules and/or investment products and services to make available to Intermediary Accounts. Additionally, FBS can change the pricing, investment products and services, and other benefits we provide if the nature or scope of an Intermediary's business with us, or our affiliates, changes or does not reach certain levels. The pricing arrangements with Intermediaries can pose a conflict of interest for FBS and for Intermediaries and influence the nature and scope of business the Intermediaries obtain from FBS and its affiliates. For more information on the pricing that applies to your Intermediary Account, contact your Intermediary.

In addition, if you work with an Intermediary, FBS or its affiliates provide your Intermediary with a range of benefits to help it conduct its business and serve you. These benefits can include providing or paying for the costs of products and services to assist the Intermediary or direct payment to your Intermediary to defray the costs they incur when they do business. In other instances, Fidelity makes direct payments to Intermediaries in certain arrangements including business loans, referral fees, and revenue sharing. Examples of the benefits provided include (i) paying for technology solutions for Intermediaries; (ii) obtaining discounts on our proprietary products and services; (iii) assisting Intermediaries with their marketing activities; (iv) assisting Intermediaries with transferring customer accounts to our platform and in completing documentation to enroll their clients to receive our services; (v) making direct payments to reimburse for reasonable travel expenses when reviewing our business and practices; (vi) making direct payments for performing backoffice, administrative, custodial support, and clerical services for us in connection with client accounts for which we act as custodian; and (vii) making referral payments to Intermediaries, their affiliates, or third parties for referring business to FBS. These benefits provided to your Intermediary do not necessarily benefit your Intermediary Account. The benefits and arrangements vary among Intermediaries depending on the business they and their clients conduct with us and other factors. Please discuss with your Intermediary the details regarding its relationship with FBS and its affiliates. Further, FBS administers certain business to business introductory and referral programs to benefit the Intermediaries. As part of these programs, when new business relationships result, from time to time FBS collects program and referral fees.

## Order Routing and Principal Trading by FBS Affiliates

When you place a purchase or sale order for individual stocks or bonds in your FBS Account, FBS typically will route the order to its affiliated clearing broker-dealer NFS, which in turn either executes the order from its own account (a "principal trade"), or sends the order to various exchanges or market centers for execution. NFS can also direct customer orders to exchanges or market centers in which it or one of its affiliates has a financial interest. Any order executed for your FBS Account is subject to a "best execution" obligation. If NFS executes the order from its own account through a principal trade, it can earn compensation on the transaction. This creates an incentive for NFS to execute principal trades with its own account. In deciding where to send orders received for execution, NFS considers a number of factors including the size of the order, trading characteristics of the security, favorable execution prices (for example, the opportunity for price improvement), access to reliable market data, availability of efficient automated transaction processing, and execution cost. Some market centers or broker-dealers may execute orders at prices superior to publicly quoted market prices. Although you can instruct us to send an order to a particular marketplace, NFS order routing policies are designed to result in transaction processing that is favorable for you. Please refer to the "Stocks and Options" section of this document for a description of the remuneration, compensation, or other consideration received by FBS and/or NFS for directing customer orders to certain market centers. For additional information on our best execution and order entry procedures, please refer to our Fidelity Account Customer Agreement, which you can find at [Fidelity.com/information](https://www.fidelity.com/information).

FBS Representative compensation is not affected by NFS's order routing practices or whether we execute transactions on a principal basis.

For more information, including copies of any document referenced, please go to [Fidelity.com/information](https://www.fidelity.com/information) or contact your FBS Representative.

# RETIREMENT ACCOUNT SUPPLEMENT TO FIDELITY BROKERAGE SERVICES LLC PRODUCTS, SERVICES, AND CONFLICTS OF INTEREST DOCUMENT

---

## How Fidelity Brokerage Services LLC ("FBS") Can Help You with Your Retirement Accounts

*This important disclosure information about Fidelity Brokerage Services LLC ("FBS") supplements the FBS Products, Services, and Conflicts of Interest document and is provided to comply with applicable federal law. In addition to reviewing and educating you on available options for your workplace savings plan assets after you leave your employer or are eligible for a distribution, this supplement further describes FBS's best interest obligations when providing investment advice, where applicable, including when making a recommendation regarding options for your workplace savings plan assets after you leave your employer.*

FBS can help you in this area in a variety of ways:

- We can help you invest assets held in a Fidelity Individual Retirement Account ("Fidelity IRA").
- We can also help you with your choices for assets held in a workplace savings plan, such as a 401(k) or 403(b) plan, if you are leaving or have already left an employer. (Workplace savings plans are referred to in this supplement as "plans"; accounts in plans are referred to in this supplement as "Workplace Savings Plan Accounts.")
- If your Workplace Savings Plan Account(s) are held at Fidelity, we can assist you:
  - with your Workplace Savings Plan Account(s) only, or
  - with all your retirement and other planning needs, including your Workplace Savings Plan Account(s).
- If your Workplace Savings Plan Account(s) are held at a third party, we can provide certain other services.

## Important Information about Your Choices after Leaving Your Employer

You generally have four options for your Workplace Savings Plan Account assets after you leave your employer:

- Stay in your Workplace Savings Plan Account
- Roll over to an IRA
- Roll over to another Workplace Savings Plan Account, if available
- Take a cash-out distribution\*

\*Note that a cash-out distribution from a Workplace Savings Plan Account may be subject to 20% mandatory federal tax withholding. Additionally, if the distribution is taken before age 59½, an additional 10% early withdrawal tax penalty may apply. Also, following a cash-out distribution, your money won't have the potential to continue to grow tax deferred unless rolled over to an IRA or another employer plan.

Some plans may allow you to combine these options (for example, rolling over some money and keeping some in your Workplace Savings Plan Account) or offer additional options, such as periodic installment payments. It is important that you understand the specific options available for your Workplace Savings Plan Account assets.

## Factors to Consider

You should consider the following factors, including applicable fees and costs, when deciding whether to stay in your existing Workplace Savings Plan Account or roll over to an IRA (or to another Workplace Savings Plan Account, if available):

- **A Workplace Savings Plan Account** may provide features not available outside the plan. While you can't contribute to the Workplace Savings Plan Account of a prior employer, remaining in the plan (if permitted) lets you keep access to the plan's investments and continue tax-deferred growth potential. If the following factors are important to you, you may want to consider keeping your assets in a Workplace Savings Plan Account (or rolling over to another Workplace Savings Plan Account, if available).
  - **If you retire early and need access to your plan assets before age 59½:** You can avoid paying the 10% early withdrawal tax penalty on Workplace Savings Plan Account distributions if you leave your job during or after the calendar year you turn 55. (For a public safety employee, these retirement plan withdrawals can begin without penalty as early as age 50.) This exception to the early withdrawal tax penalty is not available for distributions before age 59½ from an IRA.
  - **If you are concerned about asset protection from creditors:** Generally speaking, Workplace Savings Plan Accounts have unlimited protection from creditors under federal law, while IRA assets are protected only in bankruptcy proceedings. State laws vary in the protection of IRA assets in lawsuits. If creditor protection is important to you, this factor favors remaining in (or rolling over to) a Workplace Savings Plan Account.
  - **If you would like to defer Required Minimum Distributions:** Once an individual reaches age 73, the rules for both Workplace Savings Plan Accounts and IRAs generally require the periodic withdrawal of certain minimum amounts known as required minimum distributions or RMDs. If you intend to work past the age of 73, however, keeping assets in a Workplace Savings Plan Account may allow you to defer RMDs until you retire. (Note: If you own 5% or more of the employer, RMD deferral is not available.)
  - **If your plan offers unique investment options:** If you want continued access to such options, consider keeping your assets in the Workplace Savings Plan Account. Examples of unique investment options your plan might provide include:

- **Institutional (lower cost) funds/share classes** or **stable value funds** not available outside your plan.
- **Low-cost managed account options** or a **self-directed brokerage account** with an array of investment options. (Compare whether a self-directed brokerage account would charge the same fees and commissions as charged in an IRA.)
- **Institutional or group annuities** issued by insurance companies not available outside your Workplace Savings Plan Account. Note that annuities are insurance products, and any income guarantees depend on the annuity provider's financial strength and ability to pay.
- If you have **appreciated employer stock** in your Workplace Savings Plan Account, there are special issues that you should consider. On the one hand, excessive concentrations in a particular investment, including employer stock, may be risky. On the other hand, transferring or rolling over employer stock to an IRA as opposed to making an in-kind transfer to a non-retirement account, can result in unfavorable tax consequences. Consult your tax advisor for details.
- **Special benefits:** If continued participation in your plan provides you with special benefits **such as supplemental healthcare or housing allowances**, that factor would align with retaining assets in your current Workplace Savings Plan Account.
- **Plan loans:** If you are paying back a plan loan or need future loans, check your plan's loan rules before deciding what to do with your Workplace Savings Plan Account. Loans are not available from, and cannot be rolled over to, IRAs.
- **An IRA** may provide features and investment options not available for a Workplace Savings Plan Account. IRAs from different providers may have different services and investment options. If the investment options and services available for your Workplace Savings Plan Account do not offer what you need, you may want to consider the options and services available in an IRA, which may include:
  - **Broader investment options:** An IRA may provide a broader range of investment options than may be available for your Workplace Savings Plan Account. For example, an IRA may offer the ability to invest in individual stocks and bonds or a range of managed account offerings.
  - **Consolidation:** You may be able to consolidate several Workplace Savings Plan Accounts into an IRA.
  - **Services:** If you invest through an IRA, you may have access to a range of services and support not available for your Workplace Savings Plan Accounts, including access to various forms of assistance in planning for your retirement and other financial goals.
  - **Special rules for early withdrawals from an IRA:** If you are under age 59½ and you want to take distributions to cover a first-time home purchase, educational expenses, or health insurance when you are unemployed, you can take certain withdrawals (for a home purchase up to \$10,000 for individuals/\$20,000 for married couples) from your IRA and avoid the early withdrawal penalty. You may also want to consult your tax advisor about your situation, as taxes still apply.
- **Rolling over to another Workplace Savings Plan Account**, if available, also lets you consolidate your existing and new Workplace Savings Plan Accounts into one plan while continuing tax-deferred growth potential. Investment options vary by plan. Check the rules applicable to your current employer's plan to see if you can roll over from another Workplace Savings Plan Account into that plan.

As you decide among your options, consider the **fees and costs for each option**. There are generally three types of fees that you should consider:

- **Investment expenses:** A range of expenses are associated with investment options that you select. These can be the largest component of overall costs associated with your account.
- **Advisory fees:** If you have selected a managed account or investment advisory service, investment advisory fees are generally charged in addition to underlying investment expenses.
- **Plan or account fees:** There may be a periodic administrative or recordkeeping fee associated with your Workplace Savings Plan Account. In some cases, employers pay for some or all of these expenses. If considering an IRA, there may be a periodic custodial or trustee fee. Fidelity does not currently charge an IRA custodial fee.

#### **Distribution Decision Support for Participants with a Workplace Savings Plan Account Held at Fidelity**

When helping you consider your distribution options from a Workplace Savings Plan Account held at Fidelity, our approach is to first assist you in identifying and assessing your needs and preferences. Initially, we ask whether you want to discuss only your distribution options for your Workplace Savings Plan Account or, in the alternative, whether you want to discuss your broader planning and investment needs, including needs related to your Workplace Savings Plan Account. Each approach is discussed below and applies only if your Workplace Savings Plan Account is held at Fidelity.

In either case, we will then help you understand your Workplace Savings Plan Account distribution options by reviewing the factors described in [the two sections immediately above](#). Most participants can decide which distribution option is best for them based on their unique financial situation after reviewing this information and considering the factors that are important to them. If, however, you are not able to select a distribution option, we can make a recommendation based on the information you provide to us. Note that we only consider Fidelity Workplace Savings Plan Accounts and Fidelity IRAs when providing investment advice.

#### **If you request information regarding distribution options for your Workplace Savings Plan Account only:**

- We can make a recommendation in your best interest to stay in your current Workplace Savings Plan Account, roll over to another Workplace Savings Plan Account at Fidelity (if you have one), or roll over to a Fidelity IRA. If you identified that one or more of the following "Stay in Plan Factors" apply, we will recommend that you stay in your current Workplace Savings Plan Account or

roll over to another Workplace Savings Plan Account, rather than rolling over to an IRA: (1) you terminated employment at or after age 55 (age 50 for eligible employees) and anticipate needing funds from your Workplace Savings Plan Account before age 59½; (2) creditor protection is important to you; and/or (3) you participate in or are eligible to participate in a plan associated with a tax-exempt organization eligible for special benefits. Otherwise, when considering a rollover, we will base our recommendation on a cost comparison of the following options: (1) staying in your current Workplace Savings Plan Account and investing in the least expensive age-appropriate target date mutual fund available in that plan; (2) if available, rolling over your assets to a new Workplace Savings Plan Account at Fidelity and investing in the least expensive age-appropriate target date mutual fund available in that plan; and (3) rolling over your assets to a Fidelity IRA and investing in Fidelity Go®, which is a Fidelity investment advisory service available in the Fidelity IRA. We will recommend the least expensive of these options. When we make a recommendation, our cost comparison considers workplace plan assets, whether your plan offers revenue credits and certain estimated credit assumptions when comparing the cost of those assets between the (1) lowest cost age-appropriate target date fund available in your current or new workplace plan record kept at Fidelity, and (2) Fidelity Go®. Please note that, when making this recommendation, we will not evaluate any other investment options available for your current Workplace Savings Plan Account (or for any other Workplace Savings Plan Account that may be available to you), nor will we consider any other investment options available through a Fidelity IRA (or other IRA). There may be other investment options that cost more or less than the investments that we will consider.

**If you request information regarding your broader planning and investment needs, including your Workplace Savings Plan Account(s):**

- We will work with you to develop a plan for your future retirement or other needs; recommend investments that are in your best interest; and, in certain circumstances described below, we can make a recommendation in your best interest to stay in your Workplace Savings Plan Account, roll over to another Workplace Savings Plan Account at Fidelity (if available), or roll over to the Fidelity IRA.
- When we provide you with investment advice in connection with discussions regarding your broader planning and investment needs, we may make a recommendation that you roll over your Workplace Savings Plan Account to a Fidelity IRA when (1) none of the Stay in Plan Factors listed above apply, and (2) we recommend certain investment advisory services available in a Fidelity IRA that are not available to you through your Fidelity Workplace Savings Plan Account. In such circumstances, additional information about the basis for our investment and rollover recommendations will be provided in the enrollment materials for the recommended investment advisory service. In all other circumstances, if our discussion regarding your broader planning and investment needs results in a recommendation about how to invest your assets outside of a Workplace Savings Plan Account, we will provide you with information regarding the investment or service recommended, including information about fees and expenses, as well as information about the **Factors to Consider** described above so that you can make your own decision about whether to roll over the assets in your Workplace Savings Plan Account to a Fidelity IRA.

**Distribution Decision Support for Participants with a Workplace Savings Plan Account(s) Not Held at Fidelity**

**We will not make a recommendation about whether to roll over from your non-Fidelity Workplace Savings Plan Account.** We can discuss investment options available through a Fidelity IRA, and, as appropriate, we can recommend investments or advisory services if you choose to open a Fidelity IRA. So that you can make your own decision about whether to roll over the assets in your non-Fidelity Workplace Savings Plan Account to a Fidelity IRA, we can provide you with information regarding any investment or advisory service recommended for a Fidelity IRA, including information about fees and expenses, as well as information about the **Factors to Consider** described above.

**Best Interest Rationale for Certain Investment Recommendations**

A variety of products and services are available through a Fidelity IRA, including mutual funds, exchange-traded funds, investment advisory services, individual bonds, and annuities. Information regarding these products and services is provided in the [Fidelity Brokerage Services LLC Products, Services, and Conflicts of Interest](#) document. When we recommend certain fee-based investment advisory services, federal rules require that we provide you with the reasons that the recommendation is in your best interest. Our recommendation process begins with understanding whether you want to manage your own investments, or whether you want Fidelity to manage your assets. If you want Fidelity to manage your assets, we will ask you a series of questions designed to identify whether you have unique needs that require more investment personalization than is available through investment in a target-date mutual fund. If so, then based on your need for investment personalization, as well as your identified investment strategy and need for financial planning and support of a Fidelity Representative, we will recommend one of the following advisory services offered by our affiliate, Fidelity Personal and Workplace Advisors LLC, as described below. All recommendations are subject to investment eligibility, which can include meeting certain investment minimums.


- **Fidelity Wealth Services—Wealth Management (“FWS”).** FWS is recommended where you would benefit from a diversified portfolio of mutual funds and ETFs that is actively managed through different market conditions; access to a dedicated Fidelity Personal Investing associate for financial planning and other services; and/or help with broader financial planning across your goals, which can include access to more complex planning topics. See the *FWS Program Fundamentals* for details regarding the services provided and costs of FWS advisory offerings.
- **FWS—Advisory Services Team (“FAST”).** FAST is recommended where you would benefit from a diversified portfolio of mutual funds and ETFs that is actively managed through different market conditions; access to a team of Fidelity Personal Investing associates for financial planning and other services; and/or help with essential financial planning topics including investing, retirement income, buying a home, or reducing debt. See the *FWS Program Fundamentals* for details regarding the services provided and costs of FWS advisory offerings, including FAST.

- Fidelity Strategic Disciplines ("FSD"). FSD is recommended where you would benefit from a portfolio of individual stocks or bonds managed for you, and access to a dedicated Fidelity Personal Investing associate for investment planning and other services. See the *FSD Program Fundamentals* for details regarding the services provided and costs of the FSD advisory offering.
- Fidelity Go ("FGO"). FGO is recommended where you would benefit from a diversified portfolio of mutual funds designed to replicate the performance of relevant market indexes. For clients with at least \$25,000 to invest, FGO may also be appropriate if you desire to couple such a mutual fund portfolio with access to a team of Fidelity Personal Investing associates that can discuss with you foundational financial planning topics, such as budgeting, investing, retirement planning, or reducing debt, or help with other services. See the *FGO Program Fundamentals* for details regarding the services provided and costs of the FGO advisory offering.
- Fidelity Managed FidFolios ("FMF"). FMF is recommended where you would benefit from a portfolio of individual stocks managed for you but do not need access to Fidelity Representatives or help with financial planning. See the *FMF Program Fundamentals* for details regarding the services provided and costs of the FMF advisory offering.



Scan for more information.



FACTS	<h1>What do Fidelity Investments and the Fidelity Funds do with your personal information?</h1> <div></div>																						
WHY?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.																						
WHAT?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"><li>■ Social Security number and employment information</li><li>■ assets and income</li><li>■ account balances and transaction history</li></ul> <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>																						
HOW?	All financial companies need to share customers’ personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers’ personal information, the reasons Fidelity Investments and the Fidelity Funds (hereinafter referred to as “Fidelity”) choose to share, and whether you can limit this sharing.																						
<table><tr><th>REASONS WE CAN SHARE YOUR PERSONAL INFORMATION</th><th>DOES FIDELITY SHARE?</th><th>CAN YOU LIMIT THIS SHARING?</th></tr><tr><td>For our everyday business purposes — such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus</td><td>Yes</td><td>No</td></tr><tr><td>For our marketing purposes — to offer our products and services to you</td><td>Yes</td><td>No</td></tr><tr><td>For joint marketing with other financial companies</td><td>No</td><td>We don’t share</td></tr><tr><td>For our affiliates’ everyday business purposes — information about your transactions and experiences</td><td>Yes</td><td>No</td></tr><tr><td>For our affiliates’ everyday business purposes — information about your creditworthiness</td><td>No</td><td>We don’t share</td></tr><tr><td>For nonaffiliates to market to you</td><td>No</td><td>We don’t share</td></tr></table>			REASONS WE CAN SHARE YOUR PERSONAL INFORMATION	DOES FIDELITY SHARE?	CAN YOU LIMIT THIS SHARING?	For our everyday business purposes — such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No	For our marketing purposes — to offer our products and services to you	Yes	No	For joint marketing with other financial companies	No	We don’t share	For our affiliates’ everyday business purposes — information about your transactions and experiences	Yes	No	For our affiliates’ everyday business purposes — information about your creditworthiness	No	We don’t share	For nonaffiliates to market to you	No	We don’t share
REASONS WE CAN SHARE YOUR PERSONAL INFORMATION	DOES FIDELITY SHARE?	CAN YOU LIMIT THIS SHARING?																					
For our everyday business purposes — such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No																					
For our marketing purposes — to offer our products and services to you	Yes	No																					
For joint marketing with other financial companies	No	We don’t share																					
For our affiliates’ everyday business purposes — information about your transactions and experiences	Yes	No																					
For our affiliates’ everyday business purposes — information about your creditworthiness	No	We don’t share																					
For nonaffiliates to market to you	No	We don’t share																					
QUESTIONS?	Call 800-544-6666. If we serve you through an investment professional, please contact them directly. Specific Internet addresses, mailing addresses, and telephone numbers are listed on your statements and other correspondence.																						



<b>WHO WE ARE</b>	
<b>Who is providing this notice?</b>	Companies owned by Fidelity Investments using the Fidelity name to provide financial services to customers, and the Fidelity Funds. A list of companies is located at the end of this notice.
<b>WHAT WE DO</b>	
<b>How does Fidelity protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
<b>How does Fidelity collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>■ open an account or direct us to buy/sell your securities</li> <li>■ provide account information or give us your contact information</li> <li>■ tell us about your investment portfolio</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>■ sharing for affiliates' everyday business purposes—information about your creditworthiness</li> <li>■ affiliates from using certain information to market to you</li> <li>■ sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>
<b>DEFINITIONS</b>	
<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>■ Fidelity Investments affiliates include companies with the Fidelity name (excluding the Fidelity Funds), as listed below, and other financial companies such as National Financial Services LLC, Strategic Advisers LLC, and FIAM LLC.</li> </ul>
<b>Nonaffiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>■ Fidelity does not share with nonaffiliates so they can market to you.</li> </ul>
<b>Joint marketing</b>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>■ Fidelity doesn't jointly market.</li> </ul>
<b>OTHER IMPORTANT INFORMATION</b>	
<p>If you transact business through Fidelity Investments life insurance companies, we may validate and obtain information about you from an insurance support organization. The insurance support organization may further share your information with other insurers, as permitted by law. We may share medical information about you to learn if you qualify for coverage, to process claims, to prevent fraud, or otherwise at your direction, as permitted by law. You are entitled to receive, upon written request, a record of any disclosures of your medical record information. Please refer to your statements and other correspondence for mailing addresses.</p> <p>If you establish an account in connection with your employer, your employer may request and receive certain information relevant to the administration of employee accounts.</p> <p>If you interact with Fidelity Investments directly as an individual investor (including joint account holders), we may exchange certain information about you with Fidelity Investments financial services affiliates, such as our brokerage and insurance companies, for their use in marketing products and services as allowable by law. Information collected from investment professionals' customers is not shared with Fidelity Investments affiliates for marketing purposes, except with your consent and as allowed by law.</p> <p>The Fidelity Funds have entered into a number of arrangements with Fidelity Investments companies to provide for investment management, distribution, and servicing of the Funds. The Fidelity Funds do not share personal information about you with other entities for any reason, except for everyday business purposes in order to service your account. For additional information, please visit <a href="https://www.fidelity.com/privacy">Fidelity.com/privacy</a>.</p>	
<b>WHO IS PROVIDING THIS NOTICE?</b>	
<p>Empire Fidelity Investments Life Insurance Company®; FIAM LLC; Fidelity Brokerage Services LLC; Fidelity Distributors Company LLC; Fidelity Diversifying Solutions LLC; Fidelity Funds, which include funds advised by Strategic Advisers LLC and Fidelity Diversifying Solutions LLC; Fidelity Health Insurance Services, LLC; Fidelity Institutional Wealth Adviser LLC; Fidelity Insurance Agency, Inc.; Fidelity Investments Institutional Operations Company LLC; Fidelity Investments Life Insurance Company; Fidelity Management Trust Company; Fidelity Personal and Workplace Advisors LLC; Fidelity Personal Trust Company, FSB; Fidelity Wealth Technologies LLC; National Financial Services LLC and Strategic Advisers.</p> <p>The FIAM privately offered funds, which include funds advised by FIAM LLC and under general partner/managing member FIAM Institutional Funds Manager, LLC.</p>	



## NOTICE OF BUSINESS CONTINUITY

Fidelity is committed to providing continuous customer service and support; however, we recognize that there are potential risks that could disrupt our ability to serve you. We are confident that we have taken the necessary steps that will allow us to reduce or eliminate the impact of a business disruption.

Fidelity recognizes the responsibility we have to our customers. We have implemented a business continuity management program with a strong governance model and commitment from senior management. Our continuity program's primary objectives are to meet the needs of our customers, maintain the wellbeing and safety of our employees, and meet our regulatory obligations. The planning process is risk based and involves the understanding and prioritization of critical operations across the firm, the anticipation of probable threats, and the proactive development of strategies to mitigate the impact of those events.

Our continuity planning teams work closely with local governments and officials in the event of an outage impacting our operations. Additionally, Fidelity has identified three large scale scenarios that require particular focus: pandemics, events impacting stock and bond market operations, and cyber events. Detailed response plans have been developed and cross-discipline teams have been trained to address both day-to-day disruptions as well as these specific events.

Each Fidelity department has developed the capabilities to recover both operations and systems. All continuity plans are designed to account for disruptions of various lengths and scopes, and to ensure that critical functions are recovered to meet their business objectives. Critical business groups operate from multiple sites. Dedicated teams within our technology organizations ensure that critical applications and data have sufficient redundancy and availability to minimize the impact of an event. Key components of Fidelity's continuity and technology recovery planning include:

- Alternate physical locations and preparedness
- Alternative means to communicate with our customers
- Back-up telecommunications and systems
- Employee safety programs

Plans are tested regularly to ensure they are effective should an actual event occur. Fidelity's Business Continuity Plans are reviewed no less than annually to ensure the appropriate updates are made to account for operations, technology, and regulatory changes. Material changes will be reflected in an updated "Notice of Business Continuity Plan." You may obtain a copy of this notice at any time by contacting a Fidelity Representative.

