

## **CLIENT AGREEMENT**

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*Please keep a copy of this Client Agreement for your records.*

### **1. General Agreement.**

This Client Agreement (the "Agreement") specifies the terms and conditions under which Fidelity Personal and Workplace Advisors LLC ("FPWA" and collectively with its affiliates, "Fidelity," "Fidelity Investments," "us," "our" or "we") will manage the account of the client ("you") enrolled in the Fidelity® Strategic Disciplines program (the "Program"). By completing a Program Account application and agreeing to the terms of service contained therein (each, whether electronic or paper, an "Account Application"), you agree to the terms of this Agreement. By completing the Account Application, you also agree to establish a brokerage account with Fidelity Brokerage Services LLC ("FBS"), an introducing broker-dealer affiliated with FPWA (a "Program Account").

As described below, the Program offers a separately managed account ("SMA") program in which you hire FPWA and authorize us to retain one or more affiliated or unaffiliated investment advisors ("Sub-Advisors") on your behalf to implement a selected investment strategy. Discretionary investment management services are provided through one or more accounts (each, a "Program Account," and collectively, the "Program Accounts") held with FBS. For certain qualifying clients of the Program, the Program may also offer access to non-discretionary financial planning services. By enrolling in the Program, you agree to conduct business with Fidelity and its affiliates electronically, which necessarily includes having your personal financial information transmitted electronically, and to electronic delivery of all documents (including your initial notice of our privacy policy) and communications related to the Program and this Program Account, and to all of your other Fidelity accounts, as detailed in the Electronic Delivery Agreement, which is incorporated herein by reference.

This Agreement includes and incorporates by reference the Account Application, the Form ADV, Part 2A brochures ("Program Fundamentals") provided by FPWA and the applicable Sub-Advisors with respect to the advisory services provided under this Agreement, the usage agreement or Terms of Use for Fidelity.com, accessible on the footer of Fidelity.com ("Terms of Use"), and any supplements, statements, disclosures, and other agreements that state they incorporate by reference this Agreement (each a "Supplement"). To the extent that this Agreement conflicts with any provision contained in the Account Application, the Program Fundamentals, the Terms of Use, or any Supplement, the provisions of this Agreement shall control except as specifically provided therein.

### **2. Advisory Services.**

This Agreement relates to the non-discretionary advisory services that may be provided by FPWA as well as the discretionary advisory services to be provided by FPWA and the Sub-Advisor to your Program Account (the "Advisory Services"). As described below, FPWA will gather and analyze data and information that you provide concerning your financial situation, planned investment horizon and objectives, risk tolerance, and tax situation, in addition to certain other data and information (all such data and information is referred to herein as your "Profile Information"). Based on your Profile Information, FPWA will assist you in choosing an appropriate investment strategy managed by one or more Sub-Advisors who will provide the discretionary management services to your Program Account(s). As described in the Program Fundamentals, depending on the selected investment strategy, your Program Account may be invested in cash, mutual funds, eligible equities, eligible bonds, and/or exchange-traded products ("ETPs") (collectively, "Portfolio Investments"). ETPs can include exchange-traded funds ("ETFs"), exchange-traded notes, unit investment trusts, closed-end funds, master limited partnerships, and certain grantor trusts. Upon enrollment in the Program, you will have access to one or more Fidelity representatives who will support our delivery of the Program services.

You acknowledge that we will rely on the personal information you provide in determining whether the Program and the strategy you have selected is appropriate for you. You represent that your Profile Information is accurate and complete in all material respects, and that we bear no responsibility for investment management decisions or other actions taken on the basis of incomplete, misleading or incorrect Profile Information you supply. You agree to notify us promptly of any change in your Profile Information, including reasonable modifications to existing restrictions, and of any change that may affect the manner in which the assets in your Program Account should be invested.

You can impose reasonable restrictions on the management of a Program Account, subject to our, as well as the Sub-Advisor's, acceptance of any such restriction. You acknowledge that imposing an investment restriction can impact the performance of a Program Account, at times significantly, as compared with the performance of a Program Account managed without restrictions, possibly producing lower overall results.

You hereby grant discretionary authority to FFWA with respect to your Program Account and appoint FFWA as your agent and attorney-in-fact to purchase, redeem, or exchange eligible securities held in your Account on your behalf. In connection with such authority, FFWA has retained the services of the Sub-Advisor(s) to provide day-to-day portfolio management services for your Program Account, which includes the authority to determine which securities to purchase and sell and the total amount of such purchases and sales. FFWA or the Sub-Advisor(s) will instruct FBS as to which securities to purchase or sell and the total amount thereof. You authorize FBS to accept such trading instructions. If we decide, in our sole discretion, that circumstances make a change of Sub-Advisor necessary or appropriate, you authorize FFWA to remove or replace your Sub-Advisor. The replacement Sub-Advisor may be an affiliate or independent of FFWA. We will notify you at or before the time of any change in your Sub-Advisor. Your continued acceptance of Program services will constitute your approval and agreement of any replacement Sub-Advisor. You also acknowledge that affiliates of FFWA (i) are retained as Sub-Advisors to implement certain investment strategies and (ii) can provide model investment portfolios to certain Sub-Advisors. Fidelity will retain greater compensation than it would if unaffiliated Sub-Advisors and/or model providers were used. Please see the Program Fundamentals for more information.

A Fidelity money market fund will serve as the core position for each of your Program Accounts ("Core Position"). Your Core Position is used to hold any Program Account assets pending investment or withdrawal, except as otherwise provided in Section 11(a) below. *You could lose money in a money market fund investment. Although the fund seeks to preserve the value of your investment at \$1.00 per share, it cannot guarantee it will do so. An investment in the fund is not a bank account and is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Fidelity and its affiliates, the fund's sponsor, are not required to reimburse money market funds for losses, and you should not expect that Fidelity will provide financial support to a Fidelity money market fund at any time, including during periods of market stress.* Fidelity's government and U.S. Treasury money market funds will not impose a fee upon the sale of your shares.

National Financial Services LLC ("NFS"), another affiliated broker-dealer, will provide custodial and related recordkeeping and reporting services for your Program Account. The main address for NFS is 245 Summer Street, Boston, MA 02210. The mailing address for NFS is One Destiny Way, Mail Zone: WA1M, Westlake, TX 76262. All Portfolio Investments held in a Program Account will be held in street name by NFS (or at a securities depository on its behalf). You will receive shareholder communications relating to Portfolio Investments in your Program Account(s). During your participation in the Program, your Program Account(s) will not be available for self-directed brokerage activities, including, but not limited to, margin trading or trading of securities by you or any of your designated agents.

### **3. Enrolling in the Program.**

To help the government fight the funding of terrorism and money-laundering activities, federal law requires that we or our affiliates verify your identity by obtaining your name, date of birth, address, and a government-issued identification number before opening your Account. In certain circumstances, we or our affiliates may obtain and verify this information with respect to any person(s) authorized to effect transactions in a Program Account. For certain entities, such as trusts, estates, corporations, partnerships, or other organizations, identifying documentation is also required. Your Program Account may be restricted or closed if we or our affiliates cannot verify this information for any reason. We will not be responsible for any losses or damages (including, but not limited to, lost opportunities) resulting from any failure to provide or verify this information, or from any restriction placed on, or closing of, your Program Account. Any information you provide to us may be shared with our affiliates and third parties for the purpose of validating your identity, and may be shared for other purposes in accordance with our Privacy Policy. Any information you give us may be subject to verification, and you authorize us and our affiliates to obtain a credit report and other credit-related information about you at any time, such as payment and employment information, and to permit any third-party financial service provider to do likewise. On written request, you will be provided the name and address of the credit reporting agency used.

In order to enroll in the Program, you must agree to invest the applicable minimum in at least one Program Account. We reserve the right to close any Program Account if the account balance falls below the applicable minimum. Program Account minimums are subject to change at our sole discretion. In order to open an Account, you must: (1) be a U.S. person (including a U.S. resident alien), (2) typically reside in the U.S., and (3) have a valid U.S. taxpayer identification number. The Program is not available to foreign investors, and if you or another individual associated with your Program Account resides outside the U.S. and you have an existing relationship with Fidelity, Fidelity may at any time in its sole discretion terminate that relationship, or modify your rights to access any or all Program Account features, products or services. By opening and maintaining a Program Account with Fidelity, you acknowledge that Fidelity does not solicit offers to buy or sell securities, or any other product or service, or offer investment advice, to any person in any jurisdiction where such offer, solicitation, purchase or sale would be unlawful under the laws of such jurisdiction.

Laws governing ownership of property vary from state to state. You understand and agree that you are responsible for understanding state laws applicable to any account ownership you have selected, including joint account or community property ownership, including, for example, with regard to disposition of assets upon death, and ensuring that the ownership structure you have selected is valid in your state. You are responsible for consulting your legal or tax advisor with regard to the impact to your Program Account from any state laws.

Residents of Louisiana: If you are opening a joint account in Louisiana, you should be aware that Louisiana does not recognize certain types of joint account registrations. As a result, Fidelity will only establish a joint account when directed by you to do so and only when you direct Fidelity to establish such account as tenants in common. In connection with your direction to establish

this type of joint account, each account owner expressly and irrevocably renounces the right to concur in the disposition or alienation of the account by the other account owner for the entire time the Account is open, or the longest term allowed by applicable law.

Wisconsin Marital Property Act: Married Wisconsin residents should be aware that no provision of any marital property agreement, unilateral agreement, or court decree under Wisconsin's Marital Property Act will adversely affect a creditor's interest unless, prior to the time credit is granted, the creditor is furnished a copy of, or given complete information about, that agreement or decree.

Custodial Program Accounts: You understand and agree that FBS will maintain an account established under the designated state Uniform Gifts to Minors Act ("UGMA") or Uniform Transfers to Minors Act ("UTMA") and for which you are custodian. You understand, represent, and warrant that assets in the account belong to the minor and all such assets, whether or not transferred out of Fidelity UGMA/UTMA accounts, will be used by you only for the benefit of the minor. As used herein, "you" or "your" shall refer to the custodian or to the minors as the context may require.

#### **4. Goal-Based Account Authority.**

Where you have asked us to include multiple Fidelity Strategic Disciplines ("FSD") and/or Fidelity Wealth Services ("FWS") accounts in a goal-based plan (referred to as "Goal-Based Accounts"), you acknowledge that the terms pursuant to which you may have granted someone else (or in the future will grant) authority over your Goal-Based Accounts will be altered. Your Goal-Based Accounts may include your individually owned Goal-Based Accounts, your planning partner's individually owned Goal-Based Accounts, any Goal-Based Accounts you and your planning partner jointly own, as well as any such Goal-Based Accounts you subsequently ask us to include in a goal-based plan.

##### (a) All clients with Goal-Based Accounts

If you have previously granted, or in the future grant, Limited Authority, Full Authority, or Power of Attorney (collectively referred to as "Authority") over one or more of your Goal-Based Accounts, the terms of your grant are hereby amended to remove the ability of anyone other than you to take any of the actions described in Section 4(b)(i)–(iii) below for your Goal-Based Accounts; provided, however, that such amendment will not take effect if you, and as applicable, your planning partner, grant Authority to the same person with respect to all the Goal-Based Accounts associated with a particular goal.

##### (b) Planning Partners with Goal-Based Accounts

If you are planning for your Goal-Based Accounts with a planning partner and you do not own all your Goal-Based Accounts jointly, by asking us to have your Goal-Based Accounts included in a goal-based plan, you are hereby authorizing your planning partner (and anyone you've both granted Authority to) to provide instructions to us, and authorizing us to accept such instructions, regarding your Goal-Based Accounts without having to seek consent from you. Please note that you or your planning partner each have the ability to revoke this authorization at any time; if your planning partner revokes such authorization, we will cease managing your FWS Program Account(s) until you authorize a new investment plan for your FWS Program Account(s), and we will remove your FSD account(s) from the goal-based plan that you share with your planning partner. Pursuant to this authorization, you acknowledge and agree that we will allow your planning partner to:

- (i) Update your Profile Information that we use in providing our non-discretionary planning services and Asset Allocation recommendations (as applicable), and in managing your Goal-Based Accounts on a discretionary basis. This Profile Information includes information about your financial situation, investment objectives, risk tolerance, planned investment time horizon, tax information, and other information we may request from time to time.
- (ii) For FWS accounts, determine account- and goal-level Asset Allocations, including choosing an Asset Allocation that differs from the one we suggest. Please note that changing an Asset Allocation could cause significant tax consequences, and that choosing a different Asset Allocation than the one we suggest means that your Goal-Based Accounts will be subject to a different amount of risk and will have different performance than if managed according to our Asset Allocation suggestion.
- (iii) Determine how your Goal-Based Accounts will be invested, including choosing among the investment approaches and universes offered in FWS (including any new approaches, universes, or investment preferences described in the FWS Program Fundamentals) or choosing among the investment strategies offered in FSD (including any new investment strategies described in the FSD Program Fundamentals), adding or modifying any investment restrictions, and for FWS making decisions about the use of SMA Sleeves within an FWS Goal-Based Account (please note that there may be additional fees applicable to the use of an SMA Sleeve).
- (iv) View your Goal-Based Accounts online.

##### (c) Indemnification for Goal-Based Authority

As part of this grant of authority regarding your Goal-Based Accounts, you agree that we are not responsible for any losses you incur (meaning claims, damages, actions, demands, investment losses, or other losses, as well as any costs, charges, attorneys' fees or other fees and expenses) as a result of any actions, or failures to act, on the part of your planning partner (or anyone you've granted Authority to) with respect to your Goal-Based Accounts. This authorization will remain in effect until (i) we receive written notice from you revoking such authority, (ii) we decide to remove such authorization, (iii) we receive written notice of the death or incapacity of you or your planning partner, or (iv) your Goal-Based Accounts are no longer managed in a coordinated, goal-based fashion.

## **5. Advisory Fee and Credit Amount.**

Your Program Account will be charged an annual advisory fee based on a percentage of the market value of assets in your Program Account. The annual advisory fee is applied on a quarterly basis, in arrears, and is deducted from your Program Account. For additional details about the advisory fee applicable to your Program Account, please refer to the Fee Supplement to this Agreement and the Program Fundamentals, each of which is included herewith and incorporated herein. The advisory fee you pay covers the ongoing management of your Program Account, including FPWA's identification and oversight of the Sub-Advisors that implement the respective investment strategies, as well as trading costs associated with the purchases and sales of securities effected through Fidelity affiliated broker-dealers, custody services provided by FPWA's affiliates, the communications sent to you to keep you informed about your Account, the service you receive from your Fidelity representative, and the provision of Financial Planning Services (as defined in Section 7 below). Your net advisory fee is prorated based on days that your Program Account(s) received portfolio management services during each calendar quarter. Should your participation in the Program terminate during a calendar quarter, we will prorate the fee for the number of days that your Program Account assets were managed for the quarter.

Your net advisory fee is based on your Annual Gross Advisory Fee as reduced by a Credit Amount. The Credit Amount seeks to reduce the advisory fees received by FPWA by the amount of the compensation, if any, Fidelity retains that is derived as a direct result of investments by Program Accounts in mutual funds and ETPs. Compensation that is not directly derived from Program Account assets is not included in the Credit Amount. Individual securities held in your Program Account do not impact the calculation of the Credit Amount. For additional details about the Credit Amount applicable to your Program Account(s), please refer to the Fee Supplement to this Agreement.

The annual advisory fee does not cover charges resulting from trades effected with or through broker-dealers other than our affiliates, or markups and markdowns, transfer taxes, exchange fees, regulatory fees, odd-lot differentials, handling charges, electronic funds and wire transfer fees, and any other charges imposed by law or otherwise agreed to with regard to your Program Account(s). These charges will be reflected on your trade confirmations and/or statements to the extent applicable. You acknowledge that the Sub-Advisor retained to implement your selected investment strategy may conduct the majority of its trading with broker-dealers other than with Fidelity affiliates and that the charges associated with the use of broker-dealers other than Fidelity affiliates within the Program may be significant.

Fees are subject to change at our sole discretion and we will notify you of any change in the annual advisory fee applicable to your Program Account. You will be deemed to have approved such fee changes through your continued acceptance of Program services. We may waive Program fees, in whole or in part, for employees, eligible family members, and eligible retirees of Fidelity.

## **6. Program Account Funding and Discretionary Management.**

A Fidelity representative will work with you to collect Profile Information and will also assist you with the account opening process, which includes but is not limited to, our receipt of the cash used to fund the account, the sale of ineligible securities used to fund the account, and our receipt of tax basis information as applicable. Once we receive all required information and the funding process is complete, your Program Account will be reviewed for investment and will begin trading within the applicable time frame indicated in the Program Fundamentals. As described in the Program Fundamentals, a client may transfer eligible and/or ineligible securities in order to fund a Program Account. Transferred securities, whether eligible or ineligible, must be held free and clear of any liens, pledges, or other legal or contractual restrictions. We reserve the right to reject transferred securities that may generally be used to fund a Program Account due to internal guidelines, or state or federal regulations, or to transfer an ineligible security back to a client's source account at our discretion.

Should you transfer ineligible securities into your Program Account, the applicable Sub-Advisor will liquidate those securities on your behalf as soon as reasonably practicable, and you acknowledge that transferring such securities into your Program Account constitutes your direction to FPWA and/or the applicable Sub-Advisor to sell any such securities as soon as reasonably practicable. You acknowledge that we or any applicable Sub-Advisor (i) do not consider the potential tax consequences of the sale of ineligible securities in any Program Account, (ii) do not consider the potential tax consequences of the sale of eligible securities in a Program Account that is not managed with tax-smart investing techniques, (iii) believe that appropriate diversification is of primary importance and apply tax-smart investing techniques as a secondary consideration in managing Program Accounts receiving tax-smart investing techniques, and (iv) could sell any appreciated securities used to fund a Program Account notwithstanding that the sale could trigger significant tax consequences. You may be charged a redemption fee, as specified in the prospectus for each mutual fund or any other fees applicable to the sale of transferred securities, or applicable to the brokerage account from which eligible and/or ineligible securities are being liquidated or transferred. A client may realize a taxable gain or loss when these shares are sold. In addition, when securities are purchased in Program Accounts, the client may receive taxable distributions out of the earnings that have accrued prior to such purchases (a situation referred to as buying a dividend). We will reinvest the proceeds from the sale of such ineligible securities you contribute to your Program Account into eligible securities as appropriate.

In connection with ownership of non-U.S. securities, in order to comply with the rules and regulations of the non-U.S. market in which the security was issued, you authorize us to disclose your personal information, including, but not limited to, name, address, and country of citizenship and/or residence, in accordance with such rules and regulations, in order to ensure your rights and privileges as the owner of such securities. You hereby authorize FPWA to open accounts and execute any documents for all purposes necessary or desirable in FPWA's or the Sub-Advisor's view, as applicable, to effectuate its activities under this Agreement.

You authorize us and any Sub-advisor to effect "agency cross trades" for your Program Account to the extent permitted by law. Agency cross trades are trades in which we or the Sub-advisor, or any person controlling, controlled by, or under common control with us or the Sub-advisor, as applicable, acts as both investment advisor and broker for you, and as broker for the party or parties on the other side of the trade. You can revoke, without penalty, your authorization regarding agency cross trades at any time by written notice to us. You also authorize us or any Sub-advisor to effect "advisor cross trades" for your Program Account to the extent permitted by law when we or the Sub-advisor, as applicable, believe such a trade is in the best interests of all clients involved. Advisor cross trades are trades in which a security is sold from one account advised by us or a Sub-advisor and bought for another such advised account. Advisor cross trades will be facilitated either directly or through a broker-dealer (including FBS or NFS) and the relevant crossing value will be determined based on one or more third-party pricing services, actual market bids, and/or closing prices as reflected on a national securities exchange. Neither Fidelity, a Sub-advisor, nor any broker-dealer through which these advisor cross trades may be effected receives any commissions or other compensation in connection with these trades, although small administrative or transfer fees may be included in the price of the security bought or sold. You acknowledge that we or our affiliates or the Sub-advisor or its affiliates may receive compensation from the other party to agency cross trades and that we or the Sub-advisor, as applicable, will have a potentially conflicting division of loyalties and responsibilities regarding the parties to the transaction for both agency and advisor cross trades.

There can be instances where we need to place a "do-not-trade" restriction on a Program Account, including when a client requests a security be transferred from a Program Account, when processing a trade correction, when we need to comply with a court order, when a client asks us to process a withdrawal and keep the proceeds from the sale of securities used to fund the withdrawal in the account until the client provides further instructions for the transfer of the proceeds, or when we need additional information from a client. During the time that a "do-not-trade" order is in place, Advisory Services will not be provided to your Program Account, and any deposits will not be invested. You acknowledge and agree that Fidelity is not responsible for any market loss experienced during the time that a "do-not-trade order" is in place.

When effecting trades for your Program Account, the Sub-Advisor may aggregate these trades with trades for other clients when, in the Sub-Advisor's judgment, aggregation is in the best interest of all clients involved. Orders are aggregated to facilitate seeking best execution, to negotiate more favorable commission rates, or to allocate equitably among clients the effects of any market fluctuations that might have otherwise occurred had these orders been placed independently. The transactions are averaged as to price and allocated as to amount according to the daily purchase and sale orders actually placed for each Account.

You authorize us and your Sub-Advisor to place trades with our affiliates, including FBS and NFS, if there is a reasonable belief that the quality of the execution of the transaction is comparable to what could be obtained through other qualified brokers or dealers. You will not be charged commissions on transactions, including transactions in ETPs or individual securities, executed through Fidelity. Such brokers or dealers receive remuneration, compensation, or other consideration for directing orders for equity securities to particular broker-dealers or market centers for execution. Such consideration, if any, may take the form of financial credits, monetary payments, rebates, volume discounts, or reciprocal business.

You acknowledge that a Sub-Advisor may obtain brokerage or research services, consistent with Section 28(e) of the Securities Exchange Act of 1934, from broker-dealers in connection with the execution of security transactions for your Account.

## **7. Financial Planning Services.**

At your request, a Fidelity representative can provide financial planning services to help evaluate your ability to meet identified goals based, in large part, on your Profile Information. We use various financial planning analytics and applications to provide financial planning services. The specific analysis provided to you will be based on the assets allocated to a goal and the complexity of your financial situation. The specifics of the financial planning services that may be provided to you (the "Financial Planning Services") are a function of your circumstances. In general, Financial Planning Services include the following:

- (i) Understanding your needs and goals; and
- (ii) Asset allocation modeling, which evaluates your ability to meet an identified goal based on current asset allocation and may also provide suggestions for changes to your asset allocation.

Depending on the complexity of your financial situation and/or assets held in Program Accounts, we may also provide an analysis of your net worth and identify general strategies to help you evaluate financial needs such as retirement income, college savings, wealth protection, employee benefits planning (e.g., equity compensation arrangements), and tax or estate planning strategies.

You acknowledge that our Financial Planning Services do not include initial or ongoing advice regarding specific securities or other investments, any financial analysis provided outside this Program (including prior to enrolling in the Program), or any financial planning you engage in on your own in a financial planning tool that is made available online. Other than with respect to your Program Accounts that are managed on a discretionary basis through the Program, you are solely responsible for deciding whether to implement any of the recommendations provided as a component of our Financial Planning Services. You further acknowledge that if you choose to implement some or all of these recommendations through Fidelity, a Fidelity entity will act as a broker-dealer or investment advisor depending on the products or services selected and that you will be subject to separate, applicable charges, fees or expenses. Please see the "Guide to Brokerage and Investment Advisory Services at Fidelity Investments" available at [Fidelity.com/information](https://www.fidelity.com/information) or speak with a Fidelity representative for more information. You also understand and agree that Financial Planning Services are not provided on an ongoing basis and that we are not obligated to update any financial planning analysis provided or monitor your progress toward an investment goal.

## **8. Valuation.**

In computing the market value of any individual securities or ETPs held in your Account, the closing price of such securities, as reflected on a national securities exchange as of the valuation date, will be used. Securities that are not listed on a national securities exchange will be valued in a manner determined by us in good faith to reflect market value. The market value for any mutual funds held in your Program Account will be determined based on the net asset value of each fund.

## **9. Tax Issues.**

You may have an economic and taxable gain or loss when securities are sold or redeemed in your Program Account. Distributions may be taxable as ordinary income. You are responsible for all tax liabilities arising from transactions in your Program Account, for the adequacy and accuracy of any positions taken on your tax returns, for the actual filing of your tax returns, and/or the remittance of tax payments to taxing authorities. Tax laws and regulations change frequently and their application can vary widely based on the specific facts and circumstances involved. With respect to Program Accounts managed with tax-smart investing techniques, such techniques (including tax-loss harvesting) may be applied at our discretion, primarily with respect to determining when assets in such a Program Account should be bought or sold. We can make no guarantees as to the effectiveness of our tax-smart investing techniques and our ability to deliver better after-tax returns, and you acknowledge that you could have significant tax consequences as a result of our management of your Program Account. We do not offer tax advice and do not actively manage for alternative minimum taxes; state or local taxes; foreign taxes on non-U.S. investments; or estate, gift, or generation-skipping transfer taxes. Please contact your tax advisor as necessary regarding your specific tax situation. Although Fidelity may consider the potential effect of certain estate or tax strategies as part of our Financial Planning Services, any information presented to you in conjunction with the Program, including in providing the Financial Planning Services, about tax considerations affecting financial transactions or estate arrangements is not intended as tax or legal advice and should not be relied upon for the purpose of avoiding any tax penalties. Your Program Account can invest in and hold fractional shares. You acknowledge that it is the intent of all parties to this Agreement that you will be treated as the owner of all fractional share interests allocated to your Program Account, and you agree to file all tax returns in accordance with such treatment and to take no action inconsistent with such treatment. Fidelity does not provide tax, accounting, or legal advice. You should review any planned financial transactions or arrangements that may have tax, accounting, or legal implications with your tax and legal advisors.

## **10. Proxy Voting, Legal Proceedings, and Trade Confirmations.**

In general, we do not acquire authority for, or exercise, proxy voting on your behalf in connection with the Program. Unless you direct otherwise, you will receive proxy materials directly from the issuers of Portfolio Investments, their service providers, or NFS. We will not advise you on the voting of proxies. Any proxy voting must be exercised by you directly, and you are similarly responsible for any legal proceedings, including bankruptcies and class actions, involving securities (or the issuers of such securities) held or previously held in your Program Account. Unless you have elected to appoint Strategic Advisers as proxy voting agent, you hereby direct NFS not to vote or take any discretionary or voluntary action with respect to any fractional shares held in your Program Account and acknowledge that you cannot vote or take any discretionary or voluntary action with respect to any fractional share position. However, if you have elected to appoint Strategic Advisers as proxy voting agent on your behalf as described in the following paragraph, such fractional shares may be voted.

Notwithstanding the foregoing, with respect to Equity Strategies, you may request that Strategic Advisers act as your agent for receipt of certain legally required communications, including prospectuses, annual and semiannual reports, and proxy materials, for mutual funds and ETPs that are not managed by Fidelity Management & Research Co. ("FMRCo") or an affiliate thereof ("Non-Fidelity Portfolio Investments") and for individual securities held in your Program Account(s). You may also direct Strategic Advisers to act as your agent to vote proxies for the Portfolio Investments held in your Program Account(s) and agree to the following proxy voting directions: (i) for mutual funds and ETPs that are managed by FMRCo or an affiliate thereof ("Fidelity Portfolio Investments"), you instruct Strategic Advisers to vote proxies in the same proportion as the vote of all other holders of such Fidelity Portfolio Investment; and (ii) for Non-Fidelity Portfolio Investments, you instruct Strategic Advisers to vote proxies pursuant to the directions provided by Institutional Shareholder Services Inc. ("ISS"), an unaffiliated third-party proxy advisory services provider. To the extent that you elect to have Strategic Advisers act as your agent with respect to the voting of proxies, you acknowledge that (i) Strategic Advisers is acting solely at your direction, and does not exercise discretion with respect to the voting of any proxy, and (ii) in some instances ISS will be unable to provide proxy voting directions to Strategic Advisers, in which case Strategic Advisers will not vote such proxy because it does not have discretion to determine how proxies are voted upon. A copy of ISS' summary proxy voting guidelines is available at [Fidelity.com/information](https://www.fidelity.com/information). Please contact a Fidelity representative for information about how proxies are voted. You should be aware that, to the extent a Program Account holds a fractional share of an ETP or individual security, you will not be able to vote the fractional share. However, where Strategic Advisers acts as your agent to vote proxies on your behalf, such fractional share can generally be voted by Strategic Advisers. In addition, you are not able to take any discretionary or voluntary corporate action with respect to any fractional share position.

You may elect to have trade confirmations and statements for your Program Account(s) sent to your attention or that of your designee; however, NFS will not provide confirmations of automatic investments, automatic withdrawals, dividend reinvestments, or other transactions that involve your Core Position. For these activities, your regular account statement will serve in lieu of a confirmation. NFS will send statements detailing your holdings and transaction information on a regular basis.

## **11. Termination.**

### **(a) Termination of Advisory Services**

You may terminate Advisory Services at any time by written notice to FPWA. We may terminate or suspend Advisory Services for your Program Account(s) (or for any portion of a Program Account) upon thirty (30) days' notice to you, including, but not

limited to, where you have not provided us with information we have requested in order to manage your Program Account(s), or if we determine that the Program is no longer appropriate for you. Certain instances may arise where we may need to suspend investment management of your Program Account(s) without prior notice, including, without limitation, if you or another individual associated with your Program Account(s) resides outside the United States, if we are notified of your death, or otherwise to comply with applicable law, rule, or regulation.

Upon termination of Advisory Services: (i) if your Program Account holds shares of certain mutual funds or other securities, including mortgage-backed securities, that you would not be able to buy or sell directly in a retail brokerage account and are able to hold only as a part of the Program or a specific Program strategy, you agree that (except in those cases where you or your authorized representative is required to provide us with specific instructions or take further action) such shares will be redeemed and/or securities sold, and the proceeds invested in your Core Position; (ii) your Program Account will become a self-directed brokerage account under the terms of Section 11(b) below; and (iii) we and the Sub-Advisor will not take any further action with regard to assets in your Program Account(s), except as directed by you. We will request instructions from you as to whether to (i) liquidate your Program Account and send the proceeds to you or another account specified by you, and/or (ii) transfer the assets held in your Program Account to another account specified by you. You understand that if you are transferring the assets in your Program Account to an account at a non-Fidelity broker, any fractional shares you hold in your Program Account will not be transferred in-kind and you agree that such fractional shares of securities will be sold and the proceeds transferred to such other account specified by you. If you transfer assets in your Program Account to a Fidelity brokerage account, the Autoliquidate feature will be turned off in such Fidelity brokerage account so that, going forward, any fractional share positions will be handled like any other fractional share position acquired using Fractional Trading as described in the Customer Agreement governing your Fidelity brokerage account, and you will need to affirmatively sell those fractional share positions if you wish to sell your entire position of that security. Generally, liquidating trades of a Program Account will be placed within the next five business days of the termination of Program Services. The sale of securities can result in capital gains for taxable Program Accounts. All settlement proceeds from liquidation transactions in your Program Account will be held in your Core Position pending distribution. You acknowledge that liquidation of securities held in a taxable Program Account may result in significant tax consequences for you. We will place trading restrictions on your Program Account(s) pending your liquidation or transfer instructions, and we reserve the right, and you authorize us, to charge reasonable custody fees until such time as we receive such instructions from you. We also reserve the right, and you authorize us, to close your Program Account (either at the time of the termination of the Agreement or at a later date) and distribute any remaining cash proceeds to you. We reserve the right, and you authorize us, to transfer any securities and other assets remaining in your Program Account to an identically registered brokerage account you may have already established with FBS or any of its affiliates. We also reserve the right, and you authorize us, to sell or redeem your securities and other assets and to transfer proceeds to you. You are responsible for satisfying all debits on your Program Account, including any debit balance outstanding after all assets have been removed from an account and any costs (such as legal fees) that we incur in collecting the debit. In certain instances, we may settle a debit balance with money from another like-registered account at Fidelity. Termination will not affect: (i) the validity of any action we have previously taken, (ii) any liabilities or obligations for transactions initiated before termination, and (iii) our right to retain fees for services rendered under this Agreement.

Note that if the termination of our Advisory Services is the result of you or another individual associated with your Program Account residing outside the United States in any country other than Canada, then all settlement proceeds from liquidation transactions will be held as a free credit balance (the "Free Credit Balance") pending distribution, and will not be reinvested in your Core Position. 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. Upon complete liquidation, your Program Account will be closed. Please contact your Fidelity representative for additional information.

We will calculate and deduct from your Program Account(s) any annual net advisory fee due. Advisory fees will be prorated based on the number of days your Program Account(s) received investment management services during the quarter.

#### (b) Self-Directed Brokerage Account; Rights and Responsibilities

Upon the termination of Advisory Services for your Program Account as described above, your Program Account will become a self-directed brokerage account with FBS over which you will have exclusive control and responsibility, subject to the terms specified below, and we will have no responsibility to manage or monitor the investment strategy or the securities held or sold in your self-directed account. In such event, the activities that may be conducted in your account will be restricted, and you will be responsible for FBS's ordinary brokerage fees and commissions. Please note that to the extent that your Program Account is converted to a self-directed brokerage account, the fee credit noted in Section 5 will no longer apply to your account. In general, the self-directed brokerage account that remains upon the suspension or termination of our Advisory Services may not be used for ongoing trading activity, other than for liquidations of positions, distributions and transfers out of your account, and all instructions regarding the account must be communicated to a Fidelity representative in person or by telephone; electronic orders will not be accepted. No additional deposits to your account will be accepted other than earnings (such as dividends, interest, and capital gains) subject to automatic reinvestment.

You agree that you will be responsible for monitoring your account(s) and notifying FBS immediately of any errors or unusual activity occurring in your account, including but not limited to: (i) you receive a confirmation of an order you did not place or any similar conflicting report; or (ii) there is any other type of discrepancy or suspicious or unexplained occurrence in an account. Fidelity shall have no responsibility if you fail to notify FBS immediately of such error or activity. Notwithstanding anything to the contrary in this

Agreement, FBS and its affiliates may refuse to accept or execute any order or instruction related to your account for any reason at any time in their sole discretion.

You acknowledge and agree that volatile markets can present higher trading and risks, which may include the following: (i) delays in quotes, order executions, and execution reports, may cause information that ordinarily is reported in real time to be delayed, and securities prices can change dramatically during such delays; (ii) order execution may be delayed or unavailable; (iii) it may not be possible to cancel an order previously submitted, in whole or in part, even if you have received a confirmation that your canceled order was received, and it is your responsibility to ensure that your order was canceled before entering a replacement order; (iv) certain securities, such as initial public offerings trading in the secondary markets and Internet and technology-related stocks, may be subject to particularly high price volatility, and you should consider managing your risk with limit orders; and (v) access to FBS may be delayed by factors such as high telephone volume or computer capacity limitations.

You acknowledge and agree that FBS routes most of its orders to NFS, an affiliate of FBS. NFS transmits customer orders for execution to various exchanges or market centers based on a number of factors. These include size of the 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 execution cost. Some market centers may execute orders at prices superior to the publicly quoted market. NFS's order-routing policies are designed to result in transaction processing that is favorable to its customers. Where a customer directs the market center to which an order is routed, NFS will route the order to such market center in accordance with the customer's instructions without regard to its general order-routing practices. FBS and/or NFS receive remuneration, compensation, or other consideration for directing customer orders for equity securities held in self-directed brokerage accounts to certain market centers for execution. Such consideration may 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 request, and an explanation of order-routing practices will be provided on an annual basis. NFS may execute certain self-directed brokerage account orders as principal. The offering broker, which may be NFS, may separately mark up or mark down the price of the security and may realize a trading profit or loss on the transaction. In addition, from time to time, NFS may provide aggregated trade execution data to customers and prospective customers.

You acknowledge and agree that all transactions effected through FBS will be 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, or regulations ("Applicable Law"). You agree that various federal and state laws or regulations may be applicable to transactions in your self-directed brokerage account regarding the resale, transfer, delivery, or negotiation of securities, including the Securities Act of 1933 ("Securities Act") and Rules 144, 144A, 145, and 701 thereunder. You agree that it is your responsibility to notify us of the status of such securities and to ensure that any transaction you effect with FBS will be in conformity with Applicable Law. You will notify FBS if you or an authorized person becomes an "affiliate" or a "control person" within the meaning of the Securities Act with respect to any security in your self-directed brokerage account. Pursuant to industry regulations, you agree that you will notify FBS if you or an authorized person becomes affiliated with or employed by a stock exchange, member firm of an exchange, the Financial Industry Regulatory Authority ("FINRA"), a municipal securities dealer, or an FBS affiliate. You also will comply with policies, procedures, and documentation requirements with respect to "restricted" and "control" securities (as such terms are contemplated under the Securities Act) as FBS may require. In order to induce FBS to effect transactions with respect to securities in your self-directed brokerage account, you represent and agree that, unless you notify FBS otherwise, such securities or transactions therein will not be subject to the laws and regulations regarding "restricted" or "control" securities. You understand and agree that if you engage in transactions that are subject to any special conditions under Applicable Law, there may be delays in the processing of the transaction pending fulfillment of such conditions. If you are an employee or "affiliate" of the issuer of any security, any transaction in such security may be governed by the issuer's insider trading policy and you agree to comply with such policy.

You are responsible for ensuring that checks issued to you representing distributions from your account are promptly presented for payment. If a check issued to you from your account remains uncashed and outstanding for at least six months, you authorize and instruct Fidelity to cancel the check and return the underlying proceeds to you by check or by depositing the proceeds into your account's Core Position. Your account balance(s) and certain uncashed checks issued from your account(s) 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.

While it is being managed on a discretionary basis your Program Account can invest in and hold fractional share quantities. Upon the termination of Advisory Services for your Program Account, you acknowledge the following with respect to your holding any fractional share positions in your self-directed brokerage account with FBS: fractional share positions cannot be transferred, and if you want to transfer specific share positions to a non-Fidelity brokerage account, you must sell your fractional share positions and transfer the cash proceeds; you acknowledge and agree that you will direct NFS not to vote or take any voluntary or discretionary action and that you cannot vote or take any voluntary or discretionary action with respect to any fractional share position; and NFS will not solicit proxies in connection with fractional share positions. NFS will only support payments that are equal to or greater than \$0.01 per share. Amounts smaller than that, or nondivisible amounts (based on a .001 rounding convention), will not be distributed. Instead, it is generally but not always the case that when the aggregate value to be distributed is less than or equal to \$1.00, it will be retained by NFS, and when it exceeds \$1.00, it will be escheated by NFS.

Following the conversion of your Program Account into a self-directed brokerage account, this Agreement may be terminated by you or FBS at any time. This Agreement will remain in effect until termination is acknowledged by an authorized representative of FBS; however, you acknowledge and agree that if you authorize the closing of the self-directed brokerage account through

written or verbal communication or by drawing down the balance of this account to zero, FBS may terminate this Agreement without sending written notice. You will remain responsible for all charges, debit items, or other transactions initiated or authorized by you with respect to your account, whether arising before or after termination of this Agreement. FBS reserves the right to charge a service fee or close any self-directed brokerage account that fails to meet certain minimum activity or balance requirements, or charge reasonable inactivity fees or to cease paying interest on a self-directed brokerage account, and further reserves the right to close any self-directed brokerage account or remit credit balances for any reason, including, but not limited to, insufficient investment activity in accordance with applicable law.

## **12. Risk Acknowledgment.**

The Program is subject to certain risks that are discussed in detail in the Program Fundamentals. You acknowledge that you have reviewed, understand, and accept these risks with respect to enrolling in the Program. We do not guarantee that the results of our Advisory Services, or the goals or objectives of the investments in your Program Account, or of the strategy selected, will be met. In particular, you acknowledge that any projections made as part of the Program, including those made as part of Financial Planning Services, if applicable, are hypothetical in nature, are for illustrative purposes only, do not reflect actual investment results, and are not guarantees of future investment outcomes. Except as otherwise provided by law and so long as we act in good faith, in accordance with applicable law, and in a manner consistent with our fiduciary duty to you, we and the Sub-Advisors will not be liable for:

- Any loss resulting from following your instructions or using inaccurate, outdated, or incomplete information you provide,
- Any act or failure to act by us or the Sub-Advisors, or the respective affiliates and/or agents,
- Any act or failure to act by the issuer of a Portfolio Investment or any of its agents or any other third party, or
- Any loss in the market value of your Program Account.

Federal and state securities laws impose liabilities in certain circumstances on persons who act in good faith, and nothing in this Agreement is intended to waive or limit our fiduciary duty or any rights you have under these laws.

Non-deposit investment products offered through NFS and FBS and their affiliates are not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency, are not obligations of any bank, and are subject to risk, including possible loss of principal.

## **13. Scope of Advisory Services; Other Activities.**

The extent of our advisory responsibilities provided through the Program are identified in this Agreement and the Program Fundamentals and, unless otherwise agreed to in writing, we are not responsible for exercising discretionary trading authority for any assets other than your Program Account(s). In addition, we and our affiliates provide advisory services and manage accounts for many types of clients, including programs that offer similar services to this Program, and also conduct a broad range of other advisory and brokerage activities. The advisory services provided, or action taken for, any other clients or accounts, including our own accounts or the accounts of our affiliates and their related persons, may differ from the advisory services provided pursuant to this Agreement, or action taken for your Program Account(s). We and our affiliates are not obligated to invest in or otherwise recommend to you any investment that may be recommended to, or bought or sold for, any other clients or accounts, including our own accounts and those of our affiliates and their related persons.

You acknowledge that Fidelity may provide a number of services to you that are not part of the Program or subject to this Agreement but, rather, are subject to separate terms and conditions. These services can include, but are not limited to:

- FBS and its affiliates may act in a number of non-advisory capacities in support of your relationship with Fidelity, including as a broker, dealer, custodian, or insurance agent, independent of the Program.
- Each Fidelity representative is a registered representative of FBS and may be a licensed insurance representative with Fidelity Insurance Agency, Inc. ("FIA"), and may assist you with products and services offered by these entities; these offerings are separate and distinct from the Program and are subject, as applicable, to separate terms, conditions and fees. Information about the source(s) and amount(s) of compensation, as well as other remuneration, received by FBS, FIA, and their affiliates is more fully described in the FBS Form CRS and the Products, Services, and Conflicts of Interest disclosure document, available at [Fidelity.com/information](https://www.fidelity.com/information), or upon written request.
- You may receive information about accessing financial wellness or professional support resources and services that are offered by entities unaffiliated with Fidelity, some of which pay compensation to Fidelity if you use such resources or services. Such resources and services are not included as part of the Program, any applicable costs are in addition to the Program's advisory fee, and you agree and acknowledge that we are not responsible for the actions or services provided by such entities.

## **14. Representations.**

Unless you are employed by us or any of our affiliates, you represent that you are independent of and unrelated to us and our affiliates. You represent that you have the authority to retain us to manage your Program Account and to negotiate the terms of and enter into this Agreement. You agree to notify us in writing of any event that might affect your authority or the validity of this Agreement. You agree to indemnify and hold us, our affiliates and the respective Sub-Advisor harmless from and against all losses, costs (including court costs), or damages, whether direct, indirect, special, incidental, consequential, punitive, or otherwise, of any kind; claims; demands; proceedings; suits and actions; and all liabilities and expenses (including legal fees) resulting from, in connection with, or arising out of any actions taken or not taken by us, our affiliates or the respective Sub-Advisor in good faith reliance on representations made by or on behalf of you in this Agreement. If you have asked us to present

financial planning analyses to you and another person, you consent to the sharing of information about you with such other person. You further agree that if you have authorized someone to act on your behalf with respect to your account, any and all disclosures may be provided solely to you or the individual acting on your behalf as part of the scope of their authority. You acknowledge that the Program is not designed to provide tax or legal advice of any kind.

#### **15. Notices.**

Any notice given in connection with this Agreement will be deemed delivered if sent by U.S. mail, certified or registered, or overnight courier, postage prepaid with return receipt requested, and addressed to us at Fidelity Personal and Workplace Advisors, PO Box 770001, Cincinnati, OH 45277-0017 (or as otherwise specified by us in writing), and if to you, in accordance with the contact information specified on your Program Account Application (or to another address specified by you in connection with your Program Account).

#### **16. Consumer Reporting Agencies.**

We and our affiliates may report information about your Program Account to credit bureaus. Late payments, missed payments, or other defaults on your Program Account may be reflected in your credit report. We and our affiliates may also provide information about you and your Program Account, as well as the activity in your Program Account, to one or more consumer reporting agencies. If you believe that information we or our affiliates have provided about you, your Program Account, or the activity in your Program Account is not accurate, you may notify us at: Fidelity Investments, ATTN: Customer Data Disputes, P.O. Box 770001, Cincinnati, OH 45277-0045. In order for us to investigate any dispute that you may submit to us with respect to information that we or our affiliates have provided, please provide us with the following information: (i) your name, address, and account number; (ii) an identification of the specific information that you believe is not accurate; and (iii) an explanation of the basis for your dispute.

#### **17. Miscellaneous, Account Features, Authorization to Invest in Affiliated Funds, and Additional Representations.**

##### (a) Miscellaneous

- (i) This Agreement will bind and be for the benefit of the parties and their successors and permitted assigns. In addition, NFS and FBS will each be a third-party beneficiary of this Agreement and will be entitled to enforce this Agreement as if it were a party.
- (ii) Notice is hereby given that your telephone conversations with us or our affiliates may be monitored and/or recorded, and, by agreeing to the terms of this Agreement, you consent to such monitoring and recording without further notice. You agree that Fidelity may create a digital representation of your voice (a "voiceprint") that may be used for verifying your identity when you contact Fidelity.
- (iii) You agree to keep secure your account number, username, and password, and any devices, such as mobile phones or other mobile device, you use in connection with your account(s). Electronic (including wired and wireless) communications may not be encrypted. You 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 you and Fidelity or between you and other parties.
- (iv) You authorize us to obtain and use information related to all of your accounts, workplace plans or other benefits, or other information related to you that may be maintained by Fidelity, including without limitation information related to your accounts, participation or benefits that Fidelity may obtain in connection with providing services to or through your employer or a workplace plan or other benefit. This information may be used by us for any purpose not prohibited by law, such as the provision of enhanced or integrated services or more personalized communications but shall not be required to be used for any specific purpose.
- (v) This Agreement may not be assigned (within the meaning of the Investment Advisers Act of 1940 as amended ("Advisers Act")) by FPWA without your consent, which consent may be obtained by advance written notice to you of the assignment followed by your continued participation in the Program without objection.
- (vi) If any provision of this Agreement is or becomes inconsistent with any law or rule of any governmental or regulatory body having jurisdiction over the subject matter of this Agreement, the provision will be deemed rescinded or modified in accordance with such law or rule. In all other respects, this Agreement will continue in full force and effect. No term or provision of this Agreement may be waived except in writing, signed by the party against whom such waiver is sought to be enforced.
- (vii) This Agreement, including those sections related to the fees payable for your Account (including negotiated fees, discounts, or fee waivers), may be changed or amended, in whole or in part, by us upon thirty (30) days' previous written notice to you, and your continued acceptance of Program services after thirty (30) days shall constitute acceptance of any such amendment. Our failure to insist at any time on strict compliance with this Agreement or with any of the terms of the Agreement or any continued course of such conduct on our part is not a waiver by us of any of our rights or privileges.
- (viii) We may, without your consent, delegate any or all of our responsibilities under the Agreement to one or more additional affiliated or unaffiliated investment advisors as Sub-Advisors on such terms as we may determine. If so delegated, our rights and obligations under this Agreement will apply equally to the affiliated or unaffiliated advisors to the extent applicable, and that Sub-Advisor will be deemed a third-party beneficiary of this Agreement with the ability to enforce its terms as if it were a party.

- (ix) This Agreement (including the Program Account Application, Program Fundamentals, and Supplements) contains the entire understanding between the parties concerning the subject matter of this Agreement.
- (x) Headings are for convenience of reference only and are not part of this Agreement.
- (xi) This Agreement will be governed by the internal laws of the Commonwealth of Massachusetts, without giving effect to the choice of law provisions of that or any other jurisdiction, but nothing in this Agreement will be construed contrary to the Advisers Act or any rule or order of the Securities and Exchange Commission under the Advisers Act or, where applicable, the provisions of either the Internal Revenue Code of 1986, as amended (the "Code"), or the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). The parties irrevocably consent to submit to the jurisdiction of any federal or state court sitting in the Commonwealth of Massachusetts.
- (xii) This Agreement will not become effective until accepted by us, and such acceptance may be evidenced by internal records maintained by us. The Program Account Application may be executed in counterparts, each of which will be deemed an original.
- (xiii) If, through any error, you have received property that is not rightfully yours, you agree to notify us and to immediately return the property and any earnings it may have yielded. If we identify an error in connection with property you have received from or through us or a Fidelity affiliate and determine it is not rightfully yours, you agree that we may take action to correct the error, which may include returning such property to the rightful owner.
- (xiv) You agree to provide and maintain as current both your mobile number and email address as both are required for account security, transactional alerts, and delivery of other communications. You consent to Fidelity's use of your email address and/or mobile number to message, call, or text you 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. You acknowledge that you can update your contact information through your profile on Fidelity.com.

#### (b) Transfer of Account Features

You hereby authorize NFS to obtain information from its affiliates, Fidelity Distributors Company LLC and FBS, about the existing Fidelity account features you have indicated in your Account Application and to establish such comparable features for your Program Account. You understand the features may differ in certain ways, including the imposition of fees, when implemented in your Program Account, versus how they operate in the existing Fidelity account(s) from which such features are being transferred.

Fidelity electronic funds transfer ("EFT") enables you to electronically transfer money between your bank account and your Program Account. To use this service, at least one common name must match exactly on your Program Account and your bank account. Once established on your Program Account, EFT transactions may be initiated over the phone or in writing. EFT is processed through the Automated Clearing House ("ACH") network and your bank must be an ACH member to use this service. The minimum EFT transaction amount is \$10; the maximum EFT transaction amount is generally \$250,000 for taxable Program Accounts and \$100,000 for retirement Program Accounts, although certain daily cumulative limitations also apply. There may be a delay in setting up EFT for your Program Account. We and our affiliates do not charge a fee for EFT transactions, although your bank may charge transaction fees.

You hereby authorize and request NFS or, with respect to retirement accounts, Fidelity Management Trust Company ("FMTC") to make payment of amounts representing redemption(s) made by you, or to secure payments of amounts to be invested by you, by initiating credit or debit entries to your bank account associated with the instructions specified in your Account Application, and you authorize and request the bank to accept any such credit or debit entries initiated by NFS or FMTC to such bank account and to credit or debit, as requested, the same to such bank account, without responsibility for the correctness thereof or for the existence of any further authorization relating thereto. You hereby ratify any telephone instructions given pursuant to this authorization and agree that neither a fund nor NFS, FMTC, or any of their agents, affiliates, or successors, as applicable, will be liable for loss, liability, cost, or expense for acting upon such instructions. It is understood that this authorization may be terminated by you at any time by written notification to NFS and to the bank. Any such notification shall be effective only with respect to entries after receipt of such notification and a reasonable time to act on it.

With regard to an existing IRA Personal Withdrawal Service ("IRA-PWS") feature that you previously established with the custodian of your Fidelity IRA, FMTC, and elected to apply to a newly established retirement Program Account, you understand and agree that the information, elections, and instructions that you previously agreed to on the IRA-PWS form accepted by us or our affiliates (subject to any subsequent instructions provided by you and accepted by us or our affiliates regarding your IRA-PWS feature), including any state or federal income tax withholding elections, will now apply to your retirement Program Account IRA-PWS ("Retirement Program Account IRA-PWS") feature. You also understand and agree that any existing withdrawal instructions as to the specific investment positions to be liquidated to fund systematic withdrawals will not apply to the Retirement Program Account IRA-PWS. In addition, you understand and agree that any acknowledgments, certifications, authorizations, acceptances of responsibility, indemnifications, and instructions that you agreed to as part of your previously established IRA-PWS feature will apply to your Retirement Program Account IRA-PWS feature.

#### (c) Authorization to Invest in Affiliated Funds

If your Program Account is a retirement account governed by ERISA or the Code ("Retirement Program Account"), you hereby authorize and agree that your Retirement Program Account may be invested in mutual funds or ETPs for which a Fidelity affiliate serves as an advisor or Sub-Advisor for a fee, if it is determined that such investment is appropriate. You acknowledge, authorize and agree: (i) Fidelity may receive fees as a result of purchases or sales of shares of Fidelity mutual funds or ETPs

for your Retirement Program Account; (ii) you have been advised that Fidelity mutual funds and/or ETPs are appropriate for investment by you because of, among other things, their investment goals, liquidity, and diversification; (iii) all assets held in your Retirement Program Account may be invested in Fidelity mutual funds and/or ETPs subject only to the terms of any restrictions on investments in your Retirement Program Account specified in your Profile Information; (iv) you have received prospectuses for the Fidelity mutual funds or ETPs that will be used in connection with your Retirement Program Account, which include a summary of all fees that may be paid by the Fidelity mutual fund or ETP to Fidelity; (v) as discussed more fully in Section 5 of this Agreement, your Annual Gross Advisory Fee is reduced by the Credit Amount for the purpose of reducing your annual advisory fee by the amount of fees and other compensation that Fidelity retains from the Fidelity mutual funds and ETPs or their affiliates that is derived as a direct result of your Retirement Program Account's investments in such mutual funds or ETPs.

We will notify you of any change in fees and you hereby approve of any increases up to 25% and any reductions in such fees. Shares of the Fidelity funds and ETPs may be purchased by you outside these arrangements.

(d) Additional Representations

You represent that you have the authority to instruct us to invest IRA, Fidelity Retirement Plan, or Non-Prototype Retirement Account assets in Fidelity and non-Fidelity mutual funds or ETPs. You will promptly notify us in writing of any amendment to the IRA, Fidelity Retirement Plan, or Non-Prototype Retirement Plan documents that affects our rights or obligations, and such amendment will be binding on us only when agreed to by us in writing.

**18. Predispute Arbitration Clause.**

**This Agreement contains a predispute arbitration clause. By agreeing to the terms of this 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; however, this provision shall not constitute a waiver of any rights under the Advisers Act.
- (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 will typically 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 you and FPWA, FBS, and/or NFS concerning your Program Accounts, or any order or transaction, or the continuation, performance, interpretation, or breach of this Agreement shall be determined by arbitration through FINRA or any United States securities self-regulatory organization or United States securities exchange of which any person, entity, or entities against whom the claim is made is a member, as you may designate. If you commence arbitration through a United States securities self-regulatory organization or United States securities exchange and the rules of that organization or exchange fail to be applied for any reason, then you shall commence arbitration with any other United States securities self-regulatory organization or United States securities exchange of which any person, entity, or entities against whom the claim is made is a member. If you do not notify FPWA, FBS and/or NFS in writing of your designation within five (5) days after such failure or after you receive from FPWA, FBS and/or NFS a written demand for arbitration, then you authorize FPWA, FBS and/or NFS to make such designation on your behalf. The commencement of arbitration through a particular self-regulatory organization or securities exchange is not integral to the underlying agreement to arbitrate. In the event that neither FINRA nor any other United States securities self-regulatory organization or United States securities exchange of which a person, entity or entities against whom the claim is made is a member is willing to accept jurisdiction of the matter, such arbitration will be held in accordance with the rules and regulations of the American Arbitration Association under the Commercial Arbitration Procedures then in effect or, if the parties mutually agree, by another dispute resolution forum. You 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 or 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, (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.

This predispute arbitration agreement shall survive the termination of this Agreement, pursuant to Section 11.

## Fidelity® Strategic Disciplines

### FEE SUPPLEMENT

This Fidelity® Strategic Disciplines Fee Supplement ("Fee Supplement") is part of and is incorporated by reference into your Client Agreement. Unless otherwise defined in this Fee Supplement, defined terms have the same meaning as in your Client Agreement.

**I. Advisory Fees—Fidelity® Tax-Managed U.S. Equity Index Strategy (to be renamed Fidelity U.S. Large Cap Index Strategy), Fidelity® U.S. Large Cap Equity Strategy (to be renamed Fidelity U.S. Large Cap Strategy), Fidelity® Equity-Income Strategy (to be renamed Fidelity Dividend Income Strategy), Fidelity® International Equity Strategy (to be renamed Fidelity International Strategy), Fidelity® Tax-Managed International Equity Index Strategy (to be renamed Fidelity International Index Strategy), Fidelity® U.S. Total Market Index Strategy, Fidelity® U.S. Low Volatility Index Strategy, Fidelity Environmental Focus Strategy**

ANNUAL ADVISORY FEE SCHEDULE—EQUITY STRATEGIES		
Average Daily Assets*	Fidelity® Tax-Managed U.S. Equity Index Strategy, Fidelity® Tax-Managed International Equity Index Strategy, Fidelity® U.S. Total Market Index Strategy, Fidelity® U.S. Low Volatility Index Strategy, Fidelity® Environmental Focus Strategy	Fidelity® U.S. Large Cap Equity Strategy, Fidelity® Equity-Income Strategy, Fidelity® International Equity Strategy
Average Daily Assets*	Gross Advisory Fee	Gross Advisory Fee
Up to \$300,000	0.40%	0.70%
For the next \$200,000	0.40%	0.50%
For the next \$500,000	0.40%	0.45%
For the next \$1,000,000	0.26%	0.40%
For the next \$1,000,000	0.23%	0.35%
For amounts greater than \$3,000,000	0.20%	0.30%

\*Subject to applicable limitations, aggregation of Average Daily Assets of multiple Program Accounts by Equity Strategy is permitted. Contact a Fidelity representative for details.

**II. Advisory Fees—Breckinridge Intermediate Municipal Strategy, Breckinridge Limited Duration Municipal Strategy, Fidelity® Intermediate Municipal Strategy, Fidelity® Limited Duration Municipal Strategy, Fidelity® Core Bond Strategy, Fidelity® Limited Duration Bond Strategy**

ANNUAL ADVISORY FEE SCHEDULE—BOND STRATEGIES	
Average Daily Assets**	Gross Advisory Fee
Up to \$3,000,000	0.40%
For amounts greater than \$3,000,000	0.35%

\*\*Subject to applicable limitations, aggregation of Average Daily Assets of multiple Program Accounts by Bond Strategy is permitted. Contact a Fidelity representative for details.

### III. Credit Amount

The Annual Gross Advisory Fee for a Program Account is reduced by a Credit Amount. The Credit Amount is intended to address the potential conflicts of interest that arise in selecting investments that generate revenue for Fidelity by reducing the advisory fees paid to FPWA by the amount of compensation, if any, FPWA or its affiliates retain that is derived as a direct result of investments by Program Accounts. FPWA's affiliates receive compensation for providing a variety of services to the mutual funds and ETPs that Program Accounts can invest in; however, such compensation is included in the Credit Amount only to the extent that it is retained as a direct result of investment by Program Accounts. Compensation that is not directly derived from Program Account assets is not included in the Credit Amount. In addition, individual securities held in your Program Account do not impact the calculation of the Credit Amount. This Credit Amount is applied quarterly in arrears. The total Credit Amount will be applied against the Annual Gross Advisory Fee to arrive at the Net Advisory Fee.

**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.

**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.

