

*This important information about Fidelity Brokerage Services LLC ("FBS") is provided to comply with the federal securities laws. It does not create or modify any agreement, relationship or obligation between you and FBS (or your financial professional). Please consult your Fidelity account agreement for the terms and conditions that govern your relationship with us. Effective as of June 30, 2020.*

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 for personal or workplace investing, including retail, retirement (including Individual Retirement Accounts (IRAs)) and cash management services (bill pay, check-writing, etc.). These accounts generally 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 products that involve third-party compensation arrangements. 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, monitoring your account and placing trades. 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. Discretionary and non-discretionary investment advisory services are provided through our affiliated investment advisers, including Fidelity Personal and Workplace Advisors (FPWA), typically for a fee, and documents describing these advisory services can be found at [Fidelity.com/information](https://www.fidelity.com/information).

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 generally will not provide recommendations or monitor your investment decisions, or your intermediary, for you. Some intermediaries limit the investment services and products that they offer to you from the universe of investments that FBS offers. Please contact us or your intermediary for more information on the services provided, conflicts of interest, and any fees you will pay.

### **Questions you may have:**

- **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 in U.S. stocks, ETFs, options, new issue bonds and 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. If you have established an institutional relationship with FBS, online commissions can apply. Please speak with your FBS representative.

There is no transaction fee or sales load for 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 and similar investment products typically charge their own separate management fees and other expenses.

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. When commissions apply, FBS has an incentive for you to trade more often and in larger amounts. Brokerage fees and costs information for different account types, products and services are available at [Fidelity.com/information](https://www.fidelity.com/information).

**Question you may have: 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 or sponsor, such as a Fidelity mutual fund, ETF or managed account. This creates an incentive to recommend our investment products over those offered by another company.
- FBS earns more on some third-party funds and ETFs, including through sales loads, 12b-1 fees, maintenance fees, start-up fees and infrastructure support paid by the fund, its investment advisor or an affiliate. This creates an incentive for us to recommend these products over others.
- FBS and its affiliates earn differing levels of compensation depending on the type of account you choose and services that you select. This creates an incentive for us to recommend certain account types and services over others.
- For investments that we buy from or sell to you from our own accounts on a principal basis, we earn compensation from mark-ups, mark-downs and spreads. This creates an incentive to execute trades with our own accounts rather than on the open market.

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

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

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

Our representatives work for both FBS and our affiliated investment advisor FPWA for a salary and either an annual bonus or variable compensation. They earn more from some products and services (including certain investment advisory services) than from others. Our representatives have an incentive to recommend that you select a program or product that pays them more compensation than those that pay 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.

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

**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, 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, contact 800.FIDELITY.

**Questions you may have:**

- **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?**



*This important disclosure information about Fidelity Personal and Workplace Advisors LLC ("FPWA") is provided to comply with the federal securities laws. It does not create or modify any agreement, relationship, or obligation between you and FPWA (or your financial professional). Please consult your Program Fundamentals and Client Agreement for the terms and conditions that govern your relationship with us. Effective as of June 30, 2020.*

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 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 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 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 an advisory account in most of our programs. Current account minimums are described at [Fidelity.com/communications](https://www.fidelity.com/communications). In some of our programs, you can only invest in Fidelity mutual funds and ETPs.

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 advisory offerings, please see [Fidelity.com/communications](https://www.fidelity.com/communications). Our affiliated broker-dealer, Fidelity Brokerage Services LLC ("FBS"), also offers brokerage accounts and services to retail investors, as described in the accompanying document. Please see [Fidelity.com/communications](https://www.fidelity.com/communications).

**Questions you may have:**

- *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 in arrears on a quarterly basis. 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. Program fees do not include (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).

**Question you may have: *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 earn more fees when your assets are invested in a product that we (or our affiliates) advise, manage, or sponsor, such as a Fidelity mutual fund or ETP. We will apply a fee credit to address the incentive to invest your assets in these products over others.
- FPWA or its affiliates also earn fees when your assets are invested in some third-party funds and ETPs. We will apply a fee credit to address the incentive to invest your assets in those products over others.
- Our investment advisory programs charge different fees. This creates an incentive for us to recommend advisory programs that pay us or our affiliates higher fees over other programs.

**Questions you may have: *How might your conflicts of interest affect me, and how will you address them?***

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

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

Our representatives work for both FPWA and 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 pay 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.

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

### **Additional Information**

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 [Fidelity.com/information](https://www.fidelity.com/information). To request up-to-date information, the latest Form CRS, or a hard copy of materials that are hyperlinked above, contact 800.FIDELITY.

### **Questions you may have:**

- ***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

# Fidelity® Cash Management Account

This document describes the features, policies, fees, and risks associated with your Fidelity® Cash Management Account. The first section is the agreement, or contract, for your account, which includes a description of the FDIC-Insured Deposit Sweep Program. The second section includes a copy of the current fee schedule and other account-related information. Please review this document and keep it for your records. Do not mail it in with your application.

## CUSTOMER AGREEMENT

### About This Agreement

An introduction that includes a summary of Fidelity's responsibilities and the responsibilities you agree to accept in using your account.

### Account Features

Descriptions of the features included with your account and additional features offered.

### Account Policies

Information on policies that affect how your account works, how orders are processed, and other account functions.

### Disclosures

This section includes information on liability, certain regulations, and predispute arbitration.

### Fidelity Cash Management Account FDIC-Insured Deposit Sweep Program Disclosure Document

## ADDITIONAL INFORMATION

### Fees

Fidelity's fees for various features and services.

### Privacy Notice



# FIDELITY® CASH MANAGEMENT ACCOUNT AGREEMENT

## Things to Know Before Using Your Account

*The Fidelity® Cash Management Account is an alternative for your spending and short-term savings needs. The Fidelity® Cash Management Account offers the ability to purchase and hold mutual funds, CDs, and other short-term instruments in addition to FDIC-eligible cash core.*

As the account owner, you are responsible for monitoring your account and for all decisions and instructions concerning your account, including any securities you buy, sell, or hold in your account. Unless we have contractually agreed otherwise, we have no responsibility for monitoring your account or your investment decisions, even if your decisions were based on our recommendations. Before you start using your account or any account feature, it's essential that you understand the terms, conditions, and policies that apply. You should also understand your relationship with Fidelity, as 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](https://www.fidelity.com/Reg-BI-Disclosure). A joint owner can make transactions in a joint account (including removing all the assets) without the approval of the other owner(s) and without any obligation on Fidelity's part to question the action.

### There are certain situations in which it is essential that you get in touch with us.

You need to tell us immediately if any of the following occur:

- You notice incorrect or suspicious account activity.
- Your financial circumstances or goals change.
- You become subject to laws or regulations concerning corporate insiders, the reporting of certain investments, or employment in the securities industry.

### Disputes between you and Fidelity are settled by arbitration.

Since this is a brokerage account, the parties agree to waive their rights to sue in court, and agree to abide by the findings of an arbitration panel established in accordance with a brokerage industry self-regulatory organization.

## How to Contact Us

For account-related matters, including questions, changes, and notifications of errors, reach us:

### By Phone

800-544-6666

### Online

[Fidelity.com](https://www.fidelity.com)

### In Writing

Fidelity Investments  
Client Services  
P.O. Box 770001  
Cincinnati, OH 45277-0045

## Who's Who in This Agreement

In this document, "Fidelity," "us," and "we" include Fidelity Brokerage Services LLC ("FBS"), and National Financial Services LLC ("NFS"), and their employees, agents and representatives, as the context may require. "You" and "account owner" refer to the owner(s) indicated on the account application; for any account with more than one owner or authorized person (such as a joint or trust account), "you" and "account owner" or "account owners" refer to all owners, collectively and individually.

# About This Agreement

## Fidelity's Commitments to You

Under this agreement, Fidelity has certain rights and responsibilities. When we accept your account application, we are agreeing to maintain an account for you. We also agree to serve as your broker and to provide various services and features, as described on the following pages.

## Your Commitments to Fidelity

Many of these commitments are spelled out more completely on the following pages, but, in general, when you sign the account application, you agree:

- to accept full responsibility for the content and accuracy of all authorized instructions placed on your account, for all results and consequences of these instructions, including all investment decisions, trading orders, tax consequences, and all instructions placed by you or any other person you authorize
- to maintain enough assets in your account to satisfy all obligations as they become due, and to understand that we may take whatever steps we consider necessary to resolve unpaid debts or other obligations
- to use the account and its features according to this agreement and for your own personal purposes only
- to use from time to time the account or some other account with us that is linked or used as a complement to your Fidelity Cash Management Account to buy, sell, or hold securities
- if you use any of our electronic services or if you provide us with your email address, to have your personal financial information transmitted electronically, and to receive your initial notice of our privacy policy electronically
- to keep secure your account number, username, password, and any devices, such as mobile phones or pagers, you use in connection with your account
- to let us monitor and/or record any phone conversations with you
- to let us create a digital representation of your voice, a "voiceprint," that may be used for verifying your identity when you contact Fidelity
- to let us verify the information you provide and obtain credit reports and other credit-related information about you at any time, such as payment and employment information, and to permit any third-party financial services provider providing services for this account to do likewise
- to resolve disputes concerning your relationship with us (other than class actions) through arbitration rather than in a court of law
- if applying for any other optional features or services, to understand and accept the terms associated with them
- to protect Fidelity against losses arising from your usage of market data and other information provided by third parties
- to understand that, whenever you invest in, or exchange into, any mutual fund, you are responsible for reading that fund's prospectus, including its description of the fund, the fund's fees and charges, and the operation of the fund
- to notify us in writing any time there is a material change in your financial circumstances or investment objectives

- to be bound by the current and future terms of this agreement, from the time you first use your account or sign your application, whichever happens first
- to pay all fees, charges, and expenses incurred on your account, in accordance with the provisions of this agreement and the fee schedule in effect at the time (a current schedule is provided with this agreement); for services we perform at your request that are not covered in our current fee schedule, you agree to pay the applicable fee
- that if you have authorized someone to act on your behalf in your account, any and all disclosures, required or otherwise, may be provided solely to you or the individual acting on your behalf as part of the scope of his or her authority

## Account Features

The Fidelity Cash Management Account offers a range of integrated financial services. Certain features and services are included with your account. Additional features may be added either when you open your account or later. Features and associated fees may vary depending on your relationship with Fidelity.

### Standard Features

The features below come standard with your Fidelity Cash Management Account.

For more information on these features, please visit [Fidelity.com/cashmanagement](https://www.fidelity.com/cashmanagement). Also, please note that each of the features offered below is subject to the approval of Fidelity Investments and/or the third-party provider of the specified service.<sup>1</sup>

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 your account. The following is a summary of the allocation of those functions performed by FBS and NFS.

FBS is responsible for:

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

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

- (1) The clearance and settlement of securities transactions.

- (2) The execution of securities transactions, in the event NFS accepts orders from FBS.
- (3) Preparing and sending transaction confirmations and periodic statements of your account (unless FBS has undertaken to do so).
- (4) Acting as custodian for funds and securities received by NFS on your behalf.
- (5) Following the instructions of FBS with respect to transactions and the receipt and delivery of funds and securities for your account.
- (6) Extending margin credit for purchasing or carrying securities on margin.
- (7) Maintaining the required books and records for the services it performs.

### Core Account

Your Fidelity Cash Management Account includes a core account that holds assets awaiting investment or withdrawal. Your core account utilizes a core position referred to as the "FDIC-Insured Deposit Sweep" or the "Sweep."<sup>2</sup>

In connection with the Sweep, cash contributed to or received in your Account is held in the core account (the "Cash Balance"). 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), Cash Balances are automatically "swept into" an FDIC-insured interest-bearing account (a "Program Deposit Account") at one or more participating banks (each, a "Program Bank"), where the Cash Balance becomes eligible for FDIC insurance. Once your Cash Balance has been swept into a Program Bank, it is referred to as your "Program Deposit." Your Program Deposit is also automatically withdrawn from ("swept out of") a Program Deposit Account back into your Fidelity Cash Management Account, as necessary. Your Program Deposit will earn interest, provided that the accrued interest for a given day is at least half a cent.

In addition to the information provided above, more details about the Sweep can be found in the Fidelity® Cash Management Account FDIC-Insured Deposit Sweep Program Disclosure document, which is attached hereto, incorporated herein, and forms a part of this Agreement.

### If You Reside Outside the United States

If we determine that you reside outside the United States in any country other than Canada (as described in the Residing Outside the United States section of this Agreement), either at the time you open your Fidelity Cash Management Account, or at any point in time after you open your Fidelity Cash Management Account (e.g., as a result of a subsequent move), your core account will not operate as described above. Instead, during such time as we believe you reside outside the United States, the following will apply:

#### 1. New Fidelity Accounts.

The process of sweeping the Intra-day Free Credit Balance to your core account (as described in the Credits to Your Account section of this Agreement) will be suspended. As a result, all uninvested cash in your Fidelity Cash Management Account will be held in the Intra-day Free Credit Balance. The Sweep will remain your core position, but there will be no Cash Balance to be swept into a Program Deposit Account. You will also be unable to make any changes to the Sweep, including making any changes to the Program Bank List assigned to your Fidelity Cash Management Account.

#### 2. Existing Fidelity Accounts.

The process of sweeping the Intra-day Free Credit Balance to your core account will be suspended. This will not affect any existing Program Deposit at a Program Bank. You will be able to liquidate that position should you elect to do so, but you will generally be unable to add to it for so long as we believe you reside outside the United States, except

<sup>1</sup>Fidelity may share the following pieces of information (as available): account owner name, address, phone number(s), Social Security number, date of birth, and Fidelity Cash Management Account number with PNC Bank, N.A., for the Fidelity® Debit Card and with Fiserv for the Fidelity BillPay® service.

<sup>2</sup>The available options for your core position could also include a money market mutual fund or a taxable interest-bearing option. More details about the money market mutual fund can be found in the fund's prospectus, which will be made available to you when applicable. The taxable interest-bearing option represents funds payable to you on demand by Fidelity. Subject to applicable law, Fidelity may use these funds in connection with its business. Fidelity may, but is not required to, pay you interest on these funds. Interest, if paid, will be based upon a schedule set by Fidelity, which may change from time to time in Fidelity's sole discretion. Fidelity reserves the right to make changes to the available options and/or the options available to you.

for the deposit of accrued interest, which will continue to occur as described in the Fidelity Cash Management Account FDIC-Insured Deposit Sweep Program Disclosure document. As a result, all new deposits to your Fidelity Cash Management Account, or settlement proceeds from transactions in your Fidelity Cash Management Account, will be held in the Intra-day Free Credit Balance. The Sweep will remain your core position, but you will be unable to make any changes to it, including making any changes to the Program Bank List assigned to your Fidelity Cash Management Account.

Should we determine you no longer reside outside the United States, if your Fidelity Cash Management Account was subject to a suspension, this suspension will be lifted, the Intra-day Free Credit Balance will be swept to your core account and held in the core position, and, going forward, your Fidelity Cash Management Account will operate as otherwise described herein.

## Checkwriting

Unlimited, free checkwriting is available through your Fidelity Cash Management Account. All registered owners requesting checkwriting must complete and sign a checkwriting form. Previously completed checkwriting forms for any other accounts in your name may not be used in conjunction with this account. Checks paid will be reported on your account statement. Note that cancelled checks are not returned to you, although check imaging may be available should you prefer to receive your statements in the mail. You can indicate your preference for check images now on the Fidelity Cash Management Account Application or later on the checkwriting form.

If you view your account statements online, you can click on links of cleared checks within the section for Fidelity Cash Management Account to view an image of these checks.

## Fidelity® Debit Card (Debit/ATM)

Fidelity currently covers the annual fee for the Fidelity® Debit Card. This card is issued by PNC Bank, N.A., and administered by BNY Mellon Investment Servicing Trust Company, neither of which is affiliated with Fidelity Investments. The Fidelity Debit Card Agreement and Disclosure Statement will accompany your debit card. With this debit card, you can make withdrawals from any ATM machine displaying the Visa,® Plus,® or Star® logos or make purchases wherever Visa is accepted. All Fidelity ATM withdrawal fees will be waived. In addition, your Fidelity Cash Management Account will be reimbursed for ATM fees charged by other institutions whenever your card is accepted. Reimbursement will be credited the same day the ATM fee is debited from your account. Use of the card and right to reimbursements are subject to Fidelity's policy on abusive and excessive use of features, explained in this agreement. Please note that there is a foreign transaction fee of 1% that is not waived, which will be included in the amount charged to your account.

Please see the Fidelity Debit Card Agreement and Disclosure Statement for additional information on the use of the card. The third-party trademarks appearing herein are the property of their respective owners.

## Fidelity BillPay®

Fidelity BillPay® is a free service that allows you to easily manage your bills via Fidelity.com. You can set up one-time, future-dated, and recurring payments. The "Quick Add" feature allows you to easily add many payees by simply entering a phone number. The service offers quicker payment options, including "Same Day" and "Next Day" processing for certain bills. You can also sign up to receive eBills (electronic versions of your bills), alerts, and bill reminders to inform you of upcoming bills.

Please see the separate Fidelity BillPay® Service Agreement at [Fidelity.com/goto/billpay](https://www.fidelity.com/goto/billpay) for complete details.

## Statements

We will send an account statement to the address of record:

- every calendar quarter, at a minimum
- for any month when you have cash management or, possibly, trading activity

Your account statements will show all activity in your account for the stated period, including cash balances, credits, debits to your account, and any securities transactions, as well as all fees paid directly from your account.

To receive your account statements and confirmations faster, you can arrange to have them delivered electronically instead of through the mail. This option is free, and you can switch to or from it at any time upon request.

If you live with immediate family members who also have eligible Fidelity accounts, you can "household" those accounts to potentially qualify for enhanced services and features. You may elect to have accounts householded by completing the information requested at [Fidelity.com/customer-service/how-to-relationship-householding](https://Fidelity.com/customer-service/how-to-relationship-householding). You may also elect to have your statements combined or householded by completing the information requested at [Fidelity.com/customer-service/how-to-combine-statements](https://Fidelity.com/customer-service/how-to-combine-statements). By electing to participate in householding, you 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, by signing the account application, you consent to have only one copy of Fidelity mutual fund shareholder documents, such as prospectuses and shareholder reports ("Documents"), delivered to you and any other investors sharing your address. Your Documents will be householded indefinitely; however, you may revoke this consent at any time by contacting Fidelity. Additional details regarding your consent are provided in the account application.

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## Additional Features

### Transferring Money Electronically

Fidelity offers two methods to transfer money electronically between your Fidelity Cash Management Account and an eligible bank or financial institution.

**Electronic Funds Transfer (EFT)** allows you to transfer money on a one-time or recurring basis between your Fidelity Cash Management Account and an eligible bank or financial institution. To use this service, you must first provide instructions to link your Fidelity account to your external account(s). Fidelity does not charge a fee for this service, but your institution may.

**Bank wires** allow you to request one-time transfers of cash between your Fidelity Cash Management Account and an eligible bank or financial institution. Fidelity may charge a fee to send a wire, as explained in the Additional Information (Fees) section. Also, other institutions may charge a fee to send or receive a wire.

### Direct Deposit

Direct deposit allows you to have all or a portion of your paycheck or other regular payment deposited electronically into your Fidelity Cash Management Account. Direct deposit must be established at the payment initiator such as your employer. Please visit [Fidelity.com/depositincome](https://www.fidelity.com/depositincome) for forms and additional information.

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## Fidelity MyVoice<sup>SM</sup>

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



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## 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.

If you provide us with a mobile phone number, you agree and consent that we may contact you at that mobile number with telephone calls that may utilize an autodialer or via text messages for the purposes of servicing of your account(s) or investigating and preventing fraud. We will not use autodialed calls or texts to contact you for marketing purposes unless we receive your prior express written consent. You do not have to agree to receive autodialed calls or texts to your mobile phone number in order to use the products and services offered by Fidelity. You can decline to receive autodialed calls and texts to your mobile phone by contacting us at 800-343-3548 or through Fidelity.com. Standard telephone minute and text charges may apply.

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## Accessing Your Account

There are a variety of ways in which you can access your account, place an order, get market and investment information, or contact Fidelity. Online choices include Fidelity.com, alerts, and other interactive services for computers and handheld devices. Some of these services are offered by Fidelity directly; others are offered by outside providers.

Telephone choices include Fidelity Automated Service Telephone (FAST®) as well as Fidelity's telephone representatives. Both services are generally available 24 hours a day, 7 days a week. Please note that our telephone lines may be recorded, and, by signing the account application, you are consenting to such recording. If you do not wish to be recorded, you should contact Fidelity via another means. You can also speak with a Fidelity Representative in person, during business hours, at any of our Fidelity Investor Centers around the country.

# Account Policies

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## Account Registration

### Joint Registration

With joint registration accounts, any obligations or liabilities resulting from one account owner's actions are joint and several (i.e., are the responsibility of each account owner, both individually and jointly). We may enforce this agreement against all account owners or against any owner individually. Each owner of a joint account may act as if he or she were the sole owner of the account, with no further notice or approval necessary from any joint owner. For example, a joint owner can write checks, withdraw assets, transfer assets into or out of the account, arrange for account statements to be sent only to him or her, view all historical account documents, or change the account's features and services (although no account owner may remove another's name from the account). A joint owner can also buy and sell securities.

In addition, with joint accounts, the principle of "notice to one is notice to all" applies. We are legally considered to have fulfilled an obligation to the account if we fulfill it with respect to just one account owner (e.g., sending statements or other required communications to just one account owner).

Note also that we have no obligation to question the purpose or propriety of any instruction of a joint account owner or authorized person that appears to be authentic, or to let other owners know about any changes an owner has made to the account, unless we have received written notice to the contrary, from an authorized person and in good order, at the address referenced earlier under "How to Contact Us." We do reserve the right to require, at any time, the written consent of all account owners and/or authorized persons before acting on an instruction from any account owner or authorized person, but we use this right only at our own discretion and for our own protection.

Laws covering joint or community property vary by state. You are responsible for verifying that the joint registration you choose is valid in your state. You may want to consult an attorney if you have specific circumstances or questions. For joint tenants with rights of survivorship on the death of an account owner, the entire interest in the account generally goes to the surviving account owner(s), on the same terms and conditions. For tenants in common, a deceased account owner's interest (which equals that of the other account owner's) unless specified otherwise) goes to that account owner's legal representative. Tenants in common are responsible for maintaining records of the percentages of ownership.

## Trust Accounts

Applying for a trust account is considered to be a statement from the trustees that they are authorized, under the terms of the trust and applicable law, to open a Fidelity Cash Management Account, make transactions, add or change any account features, and direct trading and other activities, on behalf of the trust; that their transactions will be governed by the terms and conditions of all applicable trust agreements; and that Fidelity is authorized to accept instructions from any of the trustees. Applying for a trust account is also considered to be a statement that all trustees certify that Fidelity can rely on instructions from any one trustee to represent the unanimous consent of all trustees for actions taken on this account. All trustees on the account may be required to complete and sign the Fidelity Trustee Certification Form.

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## Account Usage

### First Use of FDIC-Insured Deposit Sweep Program

Making your first deposit into your Fidelity Cash Management Account is your acknowledgment that you have read the full disclosure for the FDIC-Insured Deposit Sweep Program, as defined in the "Fidelity Cash Management Account FDIC-Insured Deposit Sweep Program Disclosures" document.

## Prohibited Uses and Actions

You are strictly prohibited from using your account in conjunction with any business as a broker-dealer, trader, agent, or advisor in any type of security, commodity, future, or contract, or in any business or organization connected with individuals performing these functions. You are also prohibited from publicizing or sharing with anyone any information you obtain through your account (such as securities quotes). In addition, be aware that we may freeze your account or suspend certain privileges, features, or services at any time without notice.

## Intended Use

It is expected that your Fidelity Cash Management Account be used for holding short-term assets for spending and short-term savings purposes. As a brokerage account, it provides the opportunity to purchase a range of short-term investment vehicles that may be suitable for these purposes, including money market or other mutual funds, CDs, and fixed-income instruments.

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## How Transactions Are Settled

### Credits to Your Account

During normal business hours ("Intra-day"), activity in your account such as deposits and the receipt of settlement proceeds are credited to your account and may be held as a free credit balance (the "Intra-day Free Credit Balance").

If you utilize a Fidelity money market fund as your core position, the Intra-day Free Credit Balance, if any, generated by such activity occurring prior to the market close each business day (or 4:00 PM ET on business days when the market is closed and the Fedwire Funds Service is operating) is automatically swept into your core account, where it is handled as described in the Core Account section of this Agreement, except as otherwise noted therein. If you utilize an option other than a Fidelity money market fund as your core position, the Intra-day Free Credit Balance, if any, generated by such activity occurring prior to Fidelity's nightly processing cycle is automatically swept into your core account, where it is handled as described in the Core Account section of this Agreement, except as otherwise noted therein.

Activity in your account such as deposits and the receipt of settlement proceeds may also occur after the cut-offs described above, or on days the market is not open and the Fedwire Funds Service is not operating (collectively "After-hours"). Those amounts are credited to your account and may be held as a free credit balance (the "After-hours Free Credit Balance"), in which case it will be included in the next sweep into your core account.

If you utilize a Fidelity money market mutual fund as your core position, there will be an additional automatic sweep into your core account early in the morning prior to the start of business on each business day. This sweep will include your After-hours Free Credit Balance along with credit amounts attributed to certain actual or anticipated transactions that would otherwise generate an Intra-day Free Credit Balance on such business day.

Like any free credit balance, the Intra-day and After-hours Free Credit Balances represent amounts payable to you on demand by Fidelity. Subject to applicable law, Fidelity may use these free credit balances in connection with its business. Fidelity may, but is not required to, pay you interest on free credit balances held in your account overnight; provided that the accrued interest for a given day is at least half a cent. Interest, if paid, will be based upon a schedule set by Fidelity, which may change from time to time at Fidelity's sole discretion.

Interest paid on free credit balances will be labeled "Credit Interest" in the Investment Activity section of your account statement. Interest is calculated on a periodic basis and credited to your account on the next business day after the end of the period. This period typically runs from approximately the 20th day of one month to the 20th day of the next month, provided, however, that the beginning and ending periods each year run, respectively, from the 1st of the year to approximately the 20th of January, and approximately the 20th of December to the end of the year. Interest is calculated by multiplying your average overnight free credit balance during the period by the applicable interest rate, provided, however, that if more than one interest rate is applicable during the period, this calculation will be modified to account for the number of days each period during which each interest rate is applicable.

Each check or Automated Clearing House (ACH) deposit is promptly credited to your account. However, the money may not be available to use until up to six business days later, and we may decline to honor any debit that is applied against the money before the deposited check or ACH has cleared. If a deposited check or ACH does not clear, the deposit will be removed from your account, and you are responsible for returning any interest you received on it. Note that we can only accept checks denominated in U.S. dollars and drawn on a U.S. bank account (including a U.S. branch of a foreign bank). We cannot accept third-party checks. In addition, if we have reason to believe that assets were incorrectly credited to your account, we may restrict such assets and/or return such assets to the account from which they were transferred.

### Debits to Your Account

All debit items (including checks, debit card transactions, bill payments, securities purchases, electronic transfers of money, levies, court orders

or other legal process payments) are paid daily to the extent that sufficient funds are available. Note that debits to resolve securities transactions (including margin calls) will be given priority over other debits, such as checks or debit card transactions.

As an account owner, you are responsible for satisfying all debits on your account, including any debit balance outstanding after all assets have been removed from an account, any margin interest (at prevailing margin rates) that has accrued on that debit and any costs (such as legal fees) that we incur in collecting the debit. You are also 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, in its sole discretion, to cancel the check and return the underlying proceeds to you by depositing the proceeds into your account.

To help ensure the proper discharge of debits, it is our policy (unless we agree to do otherwise) to do the following when settling debits against your account. Activity in your account such as wire disbursements and bill payments are debited from your account.

If you utilize a Fidelity money market fund as your core position and there are debits in your account generated by such activity occurring prior to the market close each business day (or 4:00 PM ET on business days when the market is closed and the Fedwire Funds Service is operating) these debits will be settled using the following sources, in this order:

- any Intra-day Free Credit Balances
- the core account
- any shares of a Fidelity money market mutual fund held in the account that maintains a stable (i.e., \$1.00/share) net asset value and is not subject to a liquidity fee or similar fee or assessment
- if you have a margin account, any margin surplus available, which will increase your margin balance

If you utilize an option other than a Fidelity money market fund as your core position and there are debits in your account generated by such activity occurring prior to Fidelity's nightly processing cycle these debits will be settled using the following sources, in this order:

- any Intra-day Free Credit Balances
- the core account
- any shares of a Fidelity money market mutual fund held in the account that maintains a stable (i.e., \$1.00/share) net asset value and is not subject to a liquidity fee or similar fee or assessment
- if you have a margin account, any margin surplus available, which will increase your margin balance

If you utilize a Fidelity money market mutual fund as your core position, there will be an additional sweep early in the morning prior to the start of business on each business day, and certain unsettled debits in your account along with debits associated with certain actual or anticipated transactions that would otherwise generate a debit in your account during the business day will be settled using the core account.

In addition to the foregoing, we may turn to the following sources:

- any shares of a Fidelity money market fund held in another non-retirement account with the same registration (which you authorize us to sell for this purpose when you sign the application)
- any securities in any other account at Fidelity in which you have an interest

If you want to opt out of the foregoing, please contact Fidelity for more information.

In the event that your account does not contain sufficient cash, Fidelity may liquidate securities to satisfy a court order, levy, or any other legal process payment. Money market fund shares used to pay debits are redeemed at the share price in effect at the time. For disclosures concerning money market funds, see "Money Market Fund Investments."

### Resolving Unpaid Obligations or Other Obligations

If certain of the sources listed above in "Debits to Your Account" (which are defined as your "available balance" for purposes of this agreement) are not enough to satisfy a given debit, we reserve the

right to decline to honor the debit, which may result in fees (such as a returned check fee) or other consequences for you.

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

It is important to understand that we do have additional choices for resolving unsatisfied obligations. Like many other securities brokers, we reserve the right to sell or otherwise use assets in an account to discharge any obligations the account owner(s) may have to us (including unmatured and contingent obligations), and to do so without further notice or demand. For example, if you have bought securities but not paid for them, we may sell them ourselves and use the proceeds to settle the purchase.

We may also use property to satisfy an obligation, whether or not we have made advances in connection with this property. This provision extends to any property held by you or carried for any account of yours, including any credit balances, assets, and contracts, as well as shares of any mutual funds or other investment companies for which Fidelity or an affiliate provides management or administrative services.

Although Fidelity may use other methods when it determines they may be more appropriate, Fidelity reserves the right to use the provisions described in this section at any time, except in cases involving retirement accounts when these provisions would conflict with the Employee Retirement Income Security Act of 1974 (ERISA) or the Internal Revenue Code of 1986, both as amended.

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## Policies on Optional Features

### Fidelity® Debit Card and Fidelity BillPay® Service

These features are available with Fidelity Cash Management Accounts that have individual or joint registrations. Some debit cards may be available for trust registrations. On joint accounts, a co-owner may apply for an additional debit card in his or her own name. As an account owner, you are responsible for all usage of these features.

Each of these features is covered by its own customer agreement, which collectively are incorporated herein by reference (are legally considered part of this agreement). The appropriate agreement will be provided to you when you apply for a feature. For each feature you choose, it is your responsibility to understand the terms of its agreement before you begin using the feature. In the case of a debit card, it is also your responsibility to advise any other cardholders on your account that these agreements will apply to them.

Total debit card and Fidelity BillPay® transactions generally are limited to your available balance. Debit card purchase and transaction limits may apply and are outlined in the Fidelity Debit Card Agreement and Disclosure Statement.

Note that on any account, we typically reduce your available balance at the time you make a debit card transaction, rather than waiting for the transaction to be posted to your account.

### Electronic Funds Transfers (EFTs) and Bank Wires

Electronic funds transfers (EFTs) are normally completed within three business days of your request. Money deposited via EFT is normally not available for withdrawal for four to six business days. An electronic funds transfer may be for between \$10 and \$100,000. For the EFT feature to be established, at least one common name must match exactly between your Fidelity and bank accounts. To send and receive EFT transactions, your bank must be a member of the Automated Clearing House (ACH) system.

Bank wire transfers to your bank are normally processed the same day, depending on the time received. A wire normally may be for between \$10,000 and \$999,999.

For electronic fund transfers, you hereby grant us limited power of attorney for purposes of liquidating any cash in your accounts (with the right to make any necessary substitutions), and direct us to accept

any orders to make payments to an authorized bank account and to fulfill these orders through the liquidation of cash in your account. You agree that the above appointments and authorizations will continue until we receive written notice of any change, although we may cease to act as agents to the above appointments on 30 days' written notice to your account's address of record. You further understand that Fidelity may notify you electronically or by phone when the EFT feature is set up or EFT transactions are initiated on your account.

If you have arranged to have direct deposits made to your account, at least once every 60 days from the same person or company, you can call Fidelity at 800-343-3548 to find out whether or not the deposit has been made.

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## Abusive and Excessive Use of Features

Fidelity reserves the right to revoke account features for usage that Fidelity, at its sole discretion, deems to be abusive or excessive.

Examples of such behavior include but are not limited to:

- Performing or allowing transactions in which you or a related party receive financial benefit at the expense of Fidelity or its provider(s)
- Excessive ATM fees as a result of multiple, small withdrawals in a 24-hour period
- Allowing a person who is not a listed owner of your Fidelity Cash Management Account to use features such as your debit card or checkwriting
- Using the Fidelity Cash Management Account in a manner other than its stated intended use

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## Closing Your Account

We can close your account, or terminate any optional feature, at any time, for any reason, and without prior notice. You can close your account, or terminate any optional feature, by notifying us in writing or calling us on a recorded line. We may automatically close accounts with zero balances.

Regardless of how or when your account is closed, you will remain responsible for all charges, debit items, or other transactions you initiated or authorized, whether arising before or after termination. Note that a final disbursement of assets may be delayed until any remaining issues have been resolved.

If your account has a balance of less than \$100 and no account activity has occurred for a six-month period, you authorize Fidelity to liquidate the assets in the account, send a check for all the proceeds and any other cash to your address of record, and close your account.

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## Monitoring Your Account and Notifying Us of Errors

As an account owner, you are responsible for monitoring your account. This includes making sure that you are receiving account statements and any other expected communications. It also includes reviewing these documents to see that information about your account is accurate and contains nothing suspicious. Please note that, unless we have otherwise contractually agreed to do so, we do not have an ongoing responsibility to monitor an investment strategy, account type, or securities bought, sold, or held in your account, even in cases where we have made a recommendation.

Note that so long as we send communications to you at the physical or electronic address of record given on the application, or to any other address given to us by an authorized person, the communications are legally presumed to have been delivered, whether you actually receive them or not. In addition, confirmations and statements are legally presumed to be accurate unless you specifically tell us otherwise.

If you have not received a communication you expected, or if you have a question or believe you have found an error in any

communication from us, telephone us immediately, then follow up with written confirmation.

You agree to notify us immediately if:

- you received confirmation of an order you did not place, or any similar conflicting report
- there is any other type of discrepancy or suspicious or unexplained occurrence relating to your account
- your personal identification number (PIN) or access device is lost or stolen, or you believe someone has been using it without authorization

If any of these conditions occurs and you fail to notify us immediately, neither we nor any other Fidelity affiliate will be liable for any consequences. If you do immediately notify us, our liability is limited, as described in this agreement.

With any feature or service that is governed by a separate agreement (such as a debit card agreement), note that different policies concerning error resolution and liability may apply, as described in the separate agreement.

If, through any error, you have received property that is not rightfully yours, you agree to notify us and return the property immediately.

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.

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## Complying with Applicable Laws and Regulations

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

- if you are, 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 you are, or later become, an "affiliate" or "control person" with respect to any security held in your account
- if any transactions in your account regarding securities whose resale, transfer, delivery, or negotiation must be reported under state or federal laws

You also agree:

- if you are, 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 you 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 your 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 your 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 you as an employee or "affiliate" of the issuer of a security

We will assume that any securities or transactions in your account are not subject to the laws and regulations regarding "restricted" and "control" securities unless you specifically tell us otherwise.

If you or another individual associated with your account resides outside the U.S., Fidelity may at any time in its sole discretion terminate that relationship, or modify your rights to access any or all

account features, products, or services. By opening or maintaining an account with Fidelity, you 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.

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## Limits to Our Responsibility

Although we strive to ensure the quality and reliability of our services, including electronic services (such as online, wireless, and automated telephone services), neither we nor any third party whose services we arrange for is responsible for the availability, accuracy, timeliness, completeness, or security of any service related to your account.

You therefore 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 of the following:

- 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
- the acceptance and processing of any order placed on your account, whether received electronically or through other means, so long as the order reasonably appears to be authentic
- cancellation of an accepted/executed trade when dealers and/or contra-parties notify Fidelity that they are unable to deliver the bonds because the order was filled in error
- investment decisions or instructions placed on your account, or other such actions attributable to you or any authorized person
- occurrences related to governments or markets, such as restrictions, suspensions of trading, or high market volatility or trading volumes
- uncontrollable circumstances in the world at large, such as wars, earthquakes, power outages, or unusual weather conditions
- occurrences related to computers and communications, such as a network or systems failure, a message interception, or an instance of unauthorized access or breach of security
- with respect to electronically provided market data or other information provided by third parties, any flaw in the timing, transmission, receipt, or substance (such as any inaccuracy, error, delay, omission, or sequence error, any nonperformance, or any interruption of information), regardless of who or what has caused it to occur
- the storage and use of information about you and your account(s) by our systems and transmission of this information between you and us; these activities occur entirely at your risk
- the usage of information received by you or us through any electronic services
- telephone requests for redemptions, so long as we transmit the proceeds to you or the bank account number identified
- difficulties receiving information or accessing your account that are due to the equipment you use, including difficulties resulting from technical incompatibilities, malfunctions, inherent limitations, or interruptions in service
- any checks or other debits to your account that are not honored because the account has insufficient funds

If any service failure is determined to be our responsibility, we will be liable only for whatever benefit you would have realized up to the time by which you should have notified us, as specified earlier in "Monitoring Your Account and Notifying Us of Errors." Fidelity reserves the right to restrict your account from withdrawals and/or trades if there is a reasonable suspicion of fraud, diminished capacity, or inappropriate activity. Fidelity also reserves the right to restrict your account from withdrawals and/or trades if Fidelity is put on reasonable notice that the ownership of some or all of the assets in the account is in dispute.

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## Indemnification

You agree to indemnify us from, and hold us harmless for, any losses (as defined in "Limits to Our Responsibility") resulting from your actions or failures to act, whether intentional or not, including losses resulting from actions taken by third parties.

If you use any third-party services or devices in connection with your account (such as Internet service or wireless devices), all service agreements and payments for these are your responsibility. Rates and terms are set by the service providers and are not Fidelity's responsibility.

Note that beyond taking reasonable steps to verify the authenticity of instructions, we have no obligation to inquire into the purpose, wisdom, or propriety of any instruction we receive.

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## Terms Concerning This Agreement

### Applicability

This agreement is the only agreement between you and us concerning its subject matter, and covers all accounts that you, at whatever time, open, reopen, or have opened with us. In addition, if you have already entered into any agreements concerning services or features that relate to this account (such as the usage agreement for Fidelity.com), or if you do so in the future, this agreement incorporates by reference the terms, conditions, and policies of those agreements. In the case of any conflict between this agreement and an agreement for a particular service or feature, the service or feature agreement will prevail.

### Governing Laws and Policies

This agreement and its enforcement are governed by the laws of the Commonwealth of Massachusetts, except with respect to its conflicts-of-law provisions.

All transactions through Fidelity are subject to the rules and customs of the marketplace where they are executed, as well as to applicable state and federal laws. In addition, the services below are subject to the following laws and policies:

- Securities trades: any Fidelity trading policies and limitations that are in effect at the time
- Online services: the license or usage terms posted online
- Checkwriting: the applicable provisions of the Uniform Commercial Code and the terms governing the service

### Modification and Enforcement

We may amend or terminate this agreement at any time. This may include changing, dropping, or adding fees and policies, changing features and services or the entities that provide them (such as the bank that provides clearing services for checkwriting), and limiting the usage or availability of any feature or service, within the limits of applicable laws and regulations. Although it is our policy to send notice to account owners of any material changes, we are not obligated to do so in most cases. Outside of changes originating in these ways, no provision of this agreement can be amended or waived except in writing by an authorized representative of Fidelity.

Fidelity may transfer its interests in this account or agreement to any of its successors and assigns, whether by merger, consolidation, or otherwise. You may not transfer your interests in your account or agreement (including de facto transferal by giving a nonowner access to the account using a password) except with the prior written approval of Fidelity, or through inheritance, corporate dissolution, or similar circumstance, as allowed by law, in which case any rights and obligations in existence at the time will accrue to, and be binding on, your heirs, executors, administrators, successors, or assigns.

We may enforce this agreement against any and all account owners. In addition, any securities exchanges or associations that provide information to you through your account may enforce the terms of this agreement directly against you. Although we may not always enforce

certain provisions of this agreement, we retain our full right to do so at any time.

If any provision of this agreement is found to be in conflict with applicable laws, rules, or regulations, either present or future, that provision will be enforced to the maximum extent allowable, or made to conform, as the case may be. However, the remainder of this agreement will remain fully in 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.

# Things to Know If You Trade or Hold Securities in Your Fidelity Cash Management Account

## Trading in your account involves risks for which you assume full responsibility

Placing orders during times when markets are volatile can be risky.

A joint owner can place any order in a joint account (including removing all the assets) without the approval of the other owner(s) and without any obligation on Fidelity's part to question the action.

## Commitments to and from Fidelity

When you sign the account application, you are also agreeing:

- to accept full responsibility for the content and accuracy of all authorized instructions placed on your account and for all results and consequences of these instructions; this includes all investment decisions and trading orders, and all instructions placed by you or any other person you authorize
- to understand that, whenever you invest in, or exchange into, any mutual fund, you are responsible for obtaining and reading that fund's prospectus, including its description of the fund, the fund's fees and charges, and the operation of the fund

We agree to serve as your broker and, subject to our acceptance of an authorized order, to buy, sell, or otherwise dispose of securities for you according to your instructions.

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## Features

### Securities Trading

Because the Fidelity Cash Management Account is a brokerage account, it allows for trading and holding of many securities that are publicly traded in the United States, such as most securities in these categories:

- stocks, including common and preferred
- bonds, including corporate, municipal, and government
- convertible securities
- mutual funds, including Fidelity funds, non-Fidelity funds, and closed-end funds such as exchange-traded funds (ETFs)

- certificates of deposit (CDs)
- unit investment trusts (UITs)

In addition, the account can be used to trade certain foreign securities (either directly or as depository receipts) and precious metals. Note that foreign jurisdictions may impose additional fees, taxes, or other charges from time to time, which may not be reflected in the fee schedule in effect at that time. By placing a trade in a foreign security, you agree to pay any such applicable fees, taxes, or other charges, regardless of notice. In addition, participation in shareholder voting and/or dividend payments in non-U.S. securities is subject to the rules and regulations of the non-U.S. market in which the security was issued and may require the disclosure of your personal information, including but not limited to, name, address, and country of citizenship and/or residence. Fidelity may make non-personal historical trading data available to institutional clients on an aggregate basis for analysis purposes (such as trending). Some investments that cannot be traded through your Fidelity Cash Management Account are futures, commodities, and currencies.

When you place a trade, you may have a choice of order types, including market orders, limit orders, stop orders, and stop-limit orders. To find out how these different types of orders work, and for other helpful information, go to [Fidelity.com/brokerage](https://www.fidelity.com/brokerage). Margin and Option features are not allowed on the Fidelity Cash Management Account.

## Trading Confirmations

We will send a confirmation for every securities transaction in your account. The only exceptions are automatic investments, automatic withdrawals, dividend reinvestments, and transactions that involve only your core position or the Intra-day Free Credit Balance; for these activities, your regular account statement serves in place of a confirmation.

## Account Protection

Any securities that may be held in your 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 your securities, nor does either coverage extend to certain securities that are considered ineligible for coverage. For more details on SIPC, or to request a SIPC brochure, visit [sipc.org](https://www.sipc.org) or call 202-371-8300.

Please note that until funds are swept to a Program Bank, they are covered by SIPC. Once funds are swept to a Program Bank, they are no longer covered by SIPC, but they are eligible for FDIC insurance subject to FDIC insurance coverage limits. For more information about the Bank Sweep, please refer to the Fidelity® Cash Management Account FDIC-Insured Deposit Sweep Program Disclosure document.

## Dividend Reinvestment

In addition to reinvestment of mutual fund dividends, reinvestment of dividends from eligible equities and closed-end funds is an option for most Fidelity accounts, including retirement accounts and those with margin. You can choose to have the service apply to all eligible securities in your Fidelity Cash Management Account, or only to certain ones. You can request this feature by phone, online, or in writing (for all securities or for individual ones).

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## Account Policies Regarding Trading

### Account Usage

#### Limits on Mutual Fund Trades

Because excessive trading in mutual fund shares can be detrimental to a fund and its shareholders, we may block account owners or accounts that engage in excessive trading from making further transactions in fund shares. A block on trading fund shares may

be temporary or permanent, and may apply only to certain mutual funds or to all mutual funds, including Fidelity funds.

The decision to impose a block may originate with a mutual fund company or may be made by Fidelity at the brokerage account level, if Fidelity believes such a block is warranted. To see a given fund company's definition of "excessive trading," check the fund's prospectus.

In addition, we may restrict or limit any transaction in any mutual fund or other investment company that we or an affiliate manages or advises if we believe the transaction could adversely affect the investment company or its shareholders.

## Transaction Settlement Deadlines

Generally, you need to pay for all transactions or deliver all securities by 2 p.m. Eastern time on the settlement date. We reserve the right to cancel or liquidate, at your risk, any transaction not settled in a timely way.

## Dividend Reinvestment Program

With this feature, all dividends paid by eligible securities that you designate for reinvestment are automatically reinvested in additional shares of the same security. (For purposes of the Dividend Reinvestment Program, "dividends" means cash dividends and capital gain distributions, late ex-dividend payments, and special dividend payments, but not cash-in-lieu payments.) In designating any eligible security for reinvestment, you authorize us to purchase shares of that security for your account.

To be eligible for this feature, a security must satisfy all of the following:

- be a closed-end fund, common stock, or foreign security (generally American depository receipts [ADRs])
- be margin eligible (as defined by NFS)
- be held in street name by NFS (or at a securities depository on its behalf)
- not be held as a short position

Dividends are reinvested on shares that satisfy all of the following:

- the security is eligible
- you own the shares on the dividend record date
- you own the shares on the dividend payable date (even if you sell them that day)
- your position in the security has been settled on or before the dividend record date
- the shares are designated for reinvestment as of 9 p.m. Eastern time on the dividend record date

Shares purchased through the Dividend Reinvestment Program will generally be placed in your account as of the dividend payable date. Note, however, that the stock price at which your reinvestment occurs is not necessarily the same as the price that is in effect on the dividend payable date. This is because we generally buy the shares of domestic companies two business days before the dividend payable date, at the market price(s) in effect at the time, in order to help ensure that we have shares on hand to place in your account on the dividend payable date. Other factors may require the purchase of the shares on a different business day, which may be before, on, or after the dividend payable date, e.g., dividends of foreign companies. Also, shares of securities that have an irregular ex-dividend date are purchased on the ex-dividend date and placed in your account on the second business day following the ex-dividend date. Therefore, you may end up receiving more or fewer shares than if your dividend had been reinvested on the dividend payable date itself, particularly if there are significant changes in the market price of a security just before its dividend payable date. If several purchase transactions are necessary to reinvest your and other customers' dividends in a particular security, the price per share will be the weighted average price per share for all shares purchased. If sufficient shares are unavailable in the market to satisfy all customers' requirements for dividend reinvestment for

a security, the dividend will not be reinvested. The reinvestment of dividends may be delayed in certain circumstances. NFS reserves the right to suspend or completely remove securities from participation in dividend reinvestment and credit such dividends in cash at any time without notice.

Automatic reinvestments often involve purchase of fractional shares, calculated to three decimal places. Partial shares pay prorated dividends and can be sold if you sell your entire share position, and will be liquidated automatically in transfers and certain other situations, but otherwise typically cannot be sold.

Although for dividend reinvestments your regular account statement takes the place of a trade confirmation, you can generally obtain status information the day after the reinvestment date by contacting Fidelity.

If you transfer or reregister your account within Fidelity (for example, by changing from a Traditional IRA to a Roth IRA), you need to redesignate any securities whose dividends you want reinvested.

### DTC's Dividend Reinvestment Program

For certain securities, dividend reinvestment may occur through DTC's (Depository Trust Company) dividend reinvestment program (DRP). This plan may be utilized if an issuer offers reinvestment at a discount. Eligibility for a security to be enrolled in the DRP or the Fidelity dividend reinvestment program is determined by Fidelity and may change without notice. A DRP transaction will post to your account when the shares are made available to Fidelity by DTC. Such transactions are generally posted within 15 days after pay date.

Note that dividend reinvestment does not ensure a profit on your investments and does not protect against loss in declining markets. If you sell your dividend-generating shares before the posting date, the dividend will not be reinvested.

### Optional Dividends

At times certain issuers that pay dividends may offer shareholders an opportunity to elect to receive stock or cash, or a combination of both. This is known as an "Optional Dividend." The issuer will assign a default if no instruction is received. For example, the default option could be cash, stock, or a combination of both. You have the opportunity up until the applicable deadline to make an election to receive the payment of your choice. Please be advised, if you do not make an election prior to the deadline, your account will be assigned a default election based on the dividend reinvestment program instructions you established with respect to your account.

**This default election will be utilized in lieu of the issuer's default option being applied to your account.**

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## Fractional Share Trading

Fidelity's fractional share trading functionality allows you to buy and sell fractional share quantities and dollar amounts of certain securities ("Fractional Trading"). Fractional Trading presents unique risks and has certain limitations that you should understand before placing your first trade.

### Trading

Orders to buy or sell may be entered using either a fractional share quantity (e.g., 2.525 shares) or a dollar value (e.g., \$250.00). Share quantities can be specified to three decimal places (.001). Dollar-value orders will be converted into share quantities for execution, again, to three decimal places. In all cases, when converting dollar-value orders into share quantities, the share quantities will be rounded down.

For a variety of reasons, including but not limited to this conversion convention, the actual amount of an executed dollar-value trade may be different from the requested amount. The actual amount of an executed order to buy or sell a dollar value of a security may also be lower than the amount requested due to the deduction of certain fees (e.g., the Additional Assessment) or taxes.

Orders received in good form by FBS will be accepted and transmitted to NFS for execution. You may attempt to cancel an order, but there is no ability to request that an order be "cancelled and replaced" (i.e., you cannot modify an order once it has been submitted). Instead, you will need to cancel your order and then submit a new one.

Fractional Trading supports market and limit orders only for fractional share quantities of a security that are good for that day's trading session, or in the case of an order entered outside of market hours, that are good until the close of the next trading session. Because of this, your ability to buy or sell a security using Fractional Trading may be more restricted than if you were to buy or sell traditional whole share quantities of the same security.

In the event of a trading halt of a security, Fractional Trading of that security will also be halted, and your order will be held until trading resumes. However, your order is good only for that day's trading session, or in the case of an order entered outside of market hours, good until the close of the next trading session. If trading does not resume or your order is not executed by the close of that day's Fractional Trading window, it will be cancelled.

You can generally trade exchange-listed National Market System ("NMS") stocks using the Fractional Trading functionality. However, certain NMS stocks may not be made available for Fractional Trading, and Fidelity reserves the right to modify the list of eligible NMS stocks at any time without notice to you. Any modification to the list of eligible NMS stocks available for Fractional Trading will not affect any fractional share interests previously acquired by you. Additionally, you may not be able to place trades through some of Fidelity's order entry platforms (e.g., Fractional Trading may be available via mobile device but not through the live representative channel).

### Trade Execution

FBS will act as your agent and NFS will act in either a principal or a mixed capacity (i.e., both as agent and principal) when executing your order. The whole share component of any order will be executed by NFS as agent at the price NFS receives in the market. The fractional share component of any order will be executed by NFS as principal against its principal account. When a fractional share interest is allocated to your account, NFS will maintain custody of the whole share in which you have the fractional interest. Any fractional share interest in the whole share not allocated to your account may be allocated to other customers or to NFS as principal.

All orders with a fractional share component will be marked "Not Held," which gives Fidelity the time and price discretion to execute the order without being held to the security's current quote. In connection therewith, each time you submit an order to buy or sell a fractional share quantity or dollar amount of a particular security, you authorize NFS to "work the order." If you do not wish your order to be handled on a Not Held basis, you should not engage in Fractional Trading.

In the case of a sale of the fractional component of any order, that sale will be executed at the then current National Best Bid or Offer ("NBBO"). Please note that this price may be higher or lower than the price at the time you place your order. In the case of a purchase of the fractional component of any order, if NFS has sufficient principal inventory, that purchase will also be executed at the then current NBBO. However, if NFS does not have sufficient principal inventory, that purchase will be executed at the price received in the market. For orders placed prior to market open, Fidelity may wait for the primary exchange to open before commencing trading in a particular security. When trading as principal for its own account, NFS may make a profit or incur a loss on each trade.

Additionally, NFS may be required to correct or adjust trades that (for a variety of reasons) have been executed in amounts that either exceed or fall short of the amounts requested. These trade corrections and adjustments could arise in connection with either or both of the agency and principal components of the executed orders. Regardless, these trade corrections and adjustments will be executed by NFS in a principal capacity, and when trading as principal for its own account, NFS may make a profit or incur a loss.

## Shareholder Rights

Fractional share interests in an NMS security generally have different rights from full share interests of the same NMS security. Please read the following information carefully to understand your rights regarding your fractional share interests.

Fractional share positions cannot be transferred or certificated. The Automated Customer Account Transfer System does not support fractional share positions. If you want to transfer your account or specific share positions to another broker, you must sell your fractional positions and transfer the cash proceeds.

You hereby direct NFS, and NFS hereby agrees, not to vote or take any discretionary or voluntary action with respect to any fractional share position. Furthermore, you acknowledge that you cannot vote or take any discretionary or voluntary action with respect to any fractional share position. Accordingly, while NFS may notify you of issuer meetings, NFS will not solicit proxies in connection with fractional share positions, and you cannot vote proxies for fractional share positions. Fractional shareholders will not be able to provide instruction in connection with voluntary corporate actions (e.g., tenders), except for optional dividends; and NFS will not vote proxies for any fractional shares it holds as principal and will not affirmatively participate in any voluntary corporate actions.

In the case of a dividend paid on, or a redemption of, an NMS security, the dividend or redemption proceeds will be passed along to you in proportion to your ownership interest, inclusive of fractional share interests. NFS will only support payments that are equal to or greater than \$.01 per share. Amounts smaller than that, or nondivisible amounts (based on the .001 rounding convention described above), will be handled in accordance with the process described in the section titled "Undistributable Interests" below.

Holders of fractional share positions may participate in dividend reinvestment programs ("DRIPS") to the same extent as if they owned a full share (adjusted for their fractional share interest in the dividend). In the event that the amount is too small to be reinvested (based on the .001 rounding convention described above), but large enough to be distributed as cash (i.e., at least \$0.01), it will be paid to you. Smaller amounts will be handled in accordance with the process described in the section titled "Undistributable Interests" below.

For mandatory reorganizations, such as mergers and acquisitions, or other involuntary corporate actions, such as stock splits or stock dividends, typically NFS will distribute interests in proportion to your ownership interest, inclusive of fractional share interests. NFS will distribute interests in fractional amounts to three decimal places. Amounts smaller than that, or nondivisible amounts, will be handled in accordance with the process described in the section titled "Undistributable Interests" below. The foregoing notwithstanding, these situations are in all cases subject to the terms contained in the materials prepared by the issuer describing the corporate action, as well as NFS's applicable policies and procedures, which may result in a different outcome from what is described herein.

Because of the unpredictable nature of corporate actions, there may be situations that arise that are not described previously. Generally, these situations will be handled in accordance with the concepts applicable to dividends and reorganizations. Interests will be divided and distributed where possible in proportion to your ownership interest, and anything that cannot be divided will be handled in accordance with the process described in the section titled "Undistributable Interests" below. The foregoing notwithstanding, these situations are in all cases subject to the terms contained in the materials prepared by the issuer describing the corporate action, as well as NFS's applicable policies and procedures, which may result in a different outcome from what is described above.

## Undistributable Interests

NFS will only support payments that are equal to or greater than \$.01 per share. Amounts smaller than that, or nondivisible amounts (based on the .001 rounding convention described above), 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.

## Tax Treatment

NFS and you agree to treat you as the owner of all fractional share interests allocated to your account, to file all tax returns in accordance with such treatment, and to take no action inconsistent with such treatment.

## Additional Considerations

Fractional share positions may be illiquid. NFS does not guarantee that there will be a market for fractional share positions and makes no representations or warranties about its ability or willingness to continue to trade as principal in fractional share quantities.

If your account is closed, your fractional shares may be liquidated and the proceeds distributed to you as cash.

The fractional share component of certain orders may not be eligible for "Price Improvement." Also, Price Improvement will operate differently, and in some situations less advantageously, in connection with Fractional Trading from the way it would if you were trading in whole share quantities. Additionally, because in certain situations Price Improvement on the fractional share component of an order will affect the execution price rather than the share quantity of an order, the effect of the improvement on a dollar-value order in those situations will be to increase or decrease the value of the order outside of what was requested.

If your account has been approved for margin, notwithstanding the terms of the Customer Agreement, Fidelity will not lend (hypothesize) your fractional share positions.

If you hold fractional share positions in your account (these positions come about for a variety of reasons, such as DRIPs or corporate actions), it has been Fidelity's practice to automatically sell these holdings when you place an order to sell your entire whole share position ("Auto-liquidate"). The first time you place an order to buy or sell a security using the Fractional Trading functionality, we will turn off the Auto-liquidate feature in your account so that going forward, those positions will be handled like any other fractional share position acquired using Fractional Trading (i.e., you will need to affirmatively sell those fractional share positions if you wish to sell your entire position in that security).

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## Fidelity Stock Plan Services

If you are a participant in equity compensation plans ("Stock Plans") and associated equity compensation rights under those Stock Plans (collectively "Rights") of your employer (together with its affiliates the "Issuer") for which Fidelity Stock Plan Services provides record-keeping and administrative services (the "Stock Plan Services"), then with respect to the Stock Plan Services and your individual brokerage account identified to be used in connection with the Stock Plan Services, you agree as follows:

- You acknowledge that the terms of the Stock Plans and of your Rights are determined by the Issuer, and that you have received, reviewed, and understand the information distributed to you by the Issuer in connection with such Stock Plans and Rights, including any applicable prospectus, grant, or enrollment agreement, or other Stock Plan document (collectively "Plan Documents").
- You acknowledge that various federal and state laws or regulations may be applicable to your transactions, including, without limitation, Rule 144 under the Securities Act of 1933 and Section 16(b) of the Securities Exchange Act of 1934, and you agree to conduct these transactions in conformity with all applicable laws and regulations.
- You acknowledge that your rights and obligations with respect to the Rights (including, without limitation, quantities, vesting dates, and expiration dates) are determined under the Plan Documents, and that if any information provided by Fidelity to you (whether verbally or in writing) conflicts with the provisions of the Plan Documents, the information in the Plan Documents will control.
- You acknowledge that certain events may affect your rights and obligations with respect to the Rights (including, without limitation, changes in your employment relationship with the Issuer), and that you are responsible for understanding your rights and obligations with respect to the Rights.



- You authorize Fidelity to act on your instructions (given in writing, by telephone, or electronically) with respect to Rights in connection with the Issuer, including, without limitation, to exercise, purchase shares, or take other actions with respect to the Rights on your behalf, or to hold, transfer, or sell shares in your account.
- You authorize and direct Fidelity to act on instructions given on your behalf by the Issuer to Fidelity with respect to Rights in connection with the Issuer, including, without limitation, to exercise, to purchase shares, to take other actions with respect to the Rights on your behalf, to sell shares in your account, and to transfer shares or funds from your account to the Issuer or its agent for payments relating to the Rights, including, without limitation, withholding and exercise or purchase price for the Rights.
- You understand that your instructions to Fidelity are irrevocable, except in the case of an unexecuted limit order, which you may attempt to cancel.
- You authorize the Issuer or its agent to rely without further investigation on this authorization as conclusive evidence of your irrevocable election to authorize Fidelity to act on your behalf with respect to the Rights, including exercising your Rights in accordance with and subject to the terms, provisions, and conditions of the Issuer's Stock Plans and the Plan Documents.
- In connection with certain Stock Plans, you may agree to certain contractual limitations on the shares that you obtain through the Stock Plan, including, without limitation, contractual restrictions on your ability to sell securities you obtain in connection with Stock Plans, and you hereby consent to and authorize Fidelity to take actions reasonable and necessary to enforce such contractual limitations in accordance with the Stock Plans and the Plan Documents.
- You authorize Fidelity, the Issuer, and their agents to exchange information regarding the exercise of your Rights and your purchase and sale of shares, including, without limitation, notice of exercise, number of shares, sale date, sale price, and income tax information relating to compensation income and tax withholding in relation to these transactions and subsequent sales, transfers, and dispositions of shares.
- Fidelity reserves the right to reject any order to sell shares in your account until shares are properly delivered by the Issuer and deposited into your account.
- You authorize the Issuer or its agent to issue shares in connection with any Rights to Fidelity in street name and to forward the shares (plus any dividend, split, or similar distribution paid by the Issuer or its agent with respect to such shares) directly to Fidelity for your account.
- You acknowledge that the Rights were granted in connection with your employment and, at the time of exercise, purchase, or other direction you give to Fidelity, you will be authorized to exercise, purchase, or take such other action.
- You understand that the Rights and/or the subsequent sale of the shares may have significant tax consequences. You further understand that Fidelity and its agents and employees are not authorized to give you tax or investment advice, and you have consulted such other sources you deem appropriate in connection with your transactions.
- You agree to indemnify Fidelity for any loss we may suffer as a result of our compliance with the authorizations set forth herein and any instructions given by you.

If Issuer has elected to provide address change information to Stock Plan Services, all such changes received from Issuer will be applied to your account, as well as any other accounts that are currently householded with that account. By establishing your account, you consent to Fidelity applying Issuer provided address changes until you notify us to the contrary. All other accounts held currently or in the future that are not associated with your employer's Stock Plans

will not be changed based on Issuer provided information. You may designate an address at your discretion, and if you do so, Fidelity will no longer accept address changes to your accounts from Issuer unless you instruct Fidelity otherwise.

## Precious Metals

Precious metals are not covered by SIPC account protection, but are insured by the depository at market value if stored through us. When trading precious metals, note that because they can experience sudden and rapid price changes, they are risky as investments, and we cannot guarantee you an advantageous price when you trade them. If you take delivery of precious metals, delivery charges, sales and use taxes, and storage fees will apply.

## Non-Transferable Securities

In the event that any securities in your account become non-transferable, NFS may remove them from your account without prior notice. Non-transferable securities are those where transfer agent services have not been available for six or more years. A lack of transfer agent services may be due to a number of reasons, including that the issuer of such securities may no longer be in business and may even be insolvent. NFS may remove non-transferable securities from your account pursuant to a Securities and Exchange Commission approved program that permits our custodian for these securities to no longer maintain the physical certificates representing the positions in these securities. Please note the following:

- There are no known markets for these securities.
- We are unable to deliver certificates to you representing these positions.
- These transactions will not appear on Form 1099 or any other tax reporting form.
- If the position is held in a retirement account, we will not report the removal of the position as a taxable distribution, and any reinstatement of the position will not be reported as a contribution.
- If transfer agent services become available sometime in the future, NFS will use its best efforts to have the position reinstated in your account.
- Positions removed from your account will appear on your next available account statement following such removal as an "Expired" transaction.

By opening and maintaining an account with us, you consent to our actions as we have described them above, and you waive any claims against us arising out of such actions. You also understand that we do not provide tax advice concerning your account or any securities that may be the subject of removal from or reinstatement into your account, and you agree to consult your own tax advisor concerning any tax implications that may arise as a result of any of these circumstances.

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## Monitoring Your Account and Notifying Us of Trading Errors

As an account owner, you are responsible for monitoring your account. This includes making sure that you are receiving transaction confirmations and any other expected communications.

You agree to notify us immediately if:

- you placed an order electronically but did not receive a reference number for it (an electronic order is not considered received until we have issued an acknowledgment)
- you received confirmation of an order you did not place, or any similar conflicting report
- there is any other type of discrepancy or suspicious or unexplained occurrence relating to your account

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## Trading in Volatile Markets — Understand the Risks

Volatile markets can present higher trading risks. Ways to manage some of these risks include:

- Consider placing limit orders instead of market orders.

In certain market conditions or with certain types of securities offerings (such as IPOs and technology stocks), price changes may be significant and rapid during regular or after-hours trading. In these cases, placing a market order could result in a transaction that exceeds your available funds, meaning that Fidelity would have the right to sell other assets in your account. This is a risk especially in accounts that you cannot easily add money to, such as retirement accounts.
- Be aware that quotes, order executions, and execution reports could be delayed.

During periods of heavy trading or volatility, quotes that are provided as “real time” may be stale—even if they appear not to be—and you may not receive every quote update. Security prices can change dramatically during such delays, and order execution may be delayed or unavailable.
- If you attempt to cancel an order, understand that there is no guarantee that an open order can be canceled, in whole or in part. If you wish to replace an order you have attempted to cancel, be sure your original order is actually canceled.

Don't rely on a receipt for your cancellation order: that order may have arrived too late for us to act on.
- Use other ways to access Fidelity during peak volume times.

Phone or computer capacity limitations could mean delays in getting information or placing orders. If you are having problems with one method, try another. The chances of encountering these risks are higher for individuals using day-trading strategies. In part for this reason, Fidelity does not promote day-trading strategies. For more information on trading risks and how to manage them, visit [Fidelity.com](http://Fidelity.com) or contact Fidelity.

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## Disclosures

### Service Providers

Brokerage account services are provided by NFS, an affiliate of FBS. Bonds may be traded through NFS (which may choose to act as principal or agent) or through external dealers. Services available through this account are the property of Fidelity or the third parties from which Fidelity has obtained rights. Market data provided by national securities exchanges or associations remain the property of those entities.

Should you choose to trade bonds in your Fidelity Cash Management Account, they may be traded through NFS (which may choose to act as principal or agent) or through external dealers.

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### Routing of Orders

FBS routes most customer orders to its affiliated broker-dealer, NFS, which in turn sends orders to various exchanges or market centers for execution. In deciding where to send an order, NFS looks at a number of factors, such as 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 execution cost. Some market centers may execute orders at prices superior to the publicly quoted market. Although you can instruct us to send an order to a particular marketplace, our order-routing policies are designed to result in transaction processing that is favorable for you. NFS reserves the right to wait for the primary exchange to open before commencing trading in a particular security.

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## Money Market Fund Investments

*You could lose money by investing in a money market fund. 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 insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. The fund's sponsor has no legal obligation to provide financial support to money market funds, and you should not expect that the sponsor will provide financial support to the fund at any time.*

### Credit-Related Information

For the name and address of any credit reporting agency from which we or a third-party provider has obtained information about you, send a written request to us or the third-party provider, as applicable.

If you apply for a debit credit card, we may share information about you and other card applicants with card issuers, which are not affiliated with Fidelity. If you don't want a card issuer to share information about you with other entities in turn, it is your responsibility to inform the card issuer of this.

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## Consumer Reporting Agencies

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

We may also provide information about you and your account as well as the activity in your account to one or more consumer reporting agencies. If you believe that information Fidelity has provided about you, your account, or the activity in your 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 have provided, please provide us with the following information:

- (1) Your name, address, and account number;
- (2) An identification of the specific information that you believe is not accurate; and
- (3) An explanation of the basis for your dispute.

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## Conflicts of Interest and Compensation

Fidelity and its affiliates receive fees for providing certain products and services. Following is a partial list of affiliates and the services they are paid for:

- Fidelity Management & Research Company—fee for serving as an investment advisor to the Fidelity funds.
- Fidelity will receive a fee from banks supporting the sweep. For more information, please refer to the “Benefits to Fidelity and Others” section within “Details” of the Fidelity Cash Management Account FDIC-Insured Deposit Sweep Program Disclosures document.
- 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. In addition to sales loads and 12b-1 fees described in the prospectus, FBS and/or NFS receives other compensation in connection with the purchase of certain mutual fund shares and/or the ongoing maintenance of those positions in your brokerage account. This additional compensation may be paid by the mutual fund, its investment advisor, or one of affiliates. FBS, NFS, or their affiliates may receive compensation in connection with the purchase and/or ongoing maintenance of positions in certain mutual funds in your account. FBS, NFS, or their affiliates may also receive compensation for such things as systems development necessary to establish a fund on their systems, a fund's attendance at events for FBS clients and/or

representatives and opportunities for the fund to promote its products and services. This compensation may take the form of sales loads and 12b-1 fees described in the prospectus; marketing, engagement, and analytics program participation fees; maintenance fees; start-up fees; and infrastructure support paid by the fund, its investment advisor, or an affiliate. Information about the source(s) and amount(s) of compensation as well as other remuneration received by FBS and/or NFS and other affiliates is also more fully described in the FBS Form CRS and the Products, Services, and Conflicts of Interest disclosure document, available online at [Fidelity.com/Reg-Bl-Master-Disclosure](https://www.fidelity.com/Reg-Bl-Master-Disclosure) and information about the foregoing is also available upon written request.

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## Warranty Disclaimer

Neither we 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 with respect to any services provided in connection with this account, or any information programs or products obtained from, through, or in connection with these services. In no event will we or any third party be liable for direct, indirect, incidental, or consequential damages resulting from any defect in or use of these services.

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## Redemption Features/Callable Securities Lottery

Certain debt securities may have redemption features in addition to those disclosed on the trade confirmation, including, for example, special mandatory redemption features such as sinking funds provisions. It is the customer's obligation to review all disclosure documents the customer may receive, and to understand the risks of calls or early redemptions, which may affect yield. Issuers may, from time to time, publish notices of offers to redeem callable securities within limited time, price, and tender parameters. NFS is not obligated to notify customers of such published calls. Information about whether a municipal security is callable can be accessed via the Municipal Securities Rulemaking Board's Electronic Municipal Market Access ("EMMA") website ([emma.msrb.org](https://emma.msrb.org)).

When street name or bearer securities held for you are subject to a partial call or partial redemption by the issuer, NFS may or may not receive an allocation of called/redeemed securities by the issuer, transfer agent, and/or depository. If NFS is allocated a portion of the called/redeemed securities, NFS utilizes an impartial lottery allocation system, in accordance with applicable rules, that randomly selects the securities within customer accounts that will be called/redeemed. NFS' allocations are not made on a pro rata basis and it is possible for you to receive a full or partial allocation, or no allocation. You have the right to withdraw uncalled fully paid securities at any time prior to the cutoff date and time established by the issuer, transfer agent, and/or depository with respect to the partial call, and also to withdraw excess margin securities, provided your account is not subject to restriction under the Federal Reserve's Regulation T or such withdrawal will not cause an undermargined condition. If you have bought or sold a security, and prior to the settlement of your trade, the issuer initiates a call of the security, NFS reserves the right to cancel your trade. Customers are responsible for covering any outstanding short positions, as well as any other resulting costs in their account, that result from the lottery. For more information and an example of the impartial lottery process, please go to: [personal.fidelity.com/products/fixedincome/FL\\_Common\\_Risk.shtml](https://personal.fidelity.com/products/fixedincome/FL_Common_Risk.shtml).

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## Texas House Bill 1454 "Designated Representative"

For Texas residents (or those using a Texas address as a legal address), under Texas House Bill 1454 Act No. 350, you, as an account owner of shares of a mutual fund, may designate a rep-

resentative for the purpose of receiving a due diligence notice; however, you are not required to designate a representative. If you add a designated representative, you acknowledge that:

- Fidelity is required to mail written notice to the representative, in addition to mailing the notice to the owner, upon presumption of abandonment of the account.
- The designated representative does not have any rights to the mutual fund shares and may not access the shares.

The process by which you select a designated representative is done through a written form, which may be accessed online or requested by phone.

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## 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.

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## Residing Outside the United States

If we determine that you reside outside the United States, you will be subject to certain limitations. While we generally make this determination by looking at the address information on our books and records (including the addresses maintained by the account owner and certain individuals with control over the account), we reserve the right to consider other information when making this determination and/or subjecting you to these limitations.

Generally speaking, regardless of where you reside, you will be subject to certain limitations. These include, but are not limited to, the following: (i) we will provide you with only ministerial or administrative services, which means that, among other things, our representatives will not engage in discussions with you about such topics as asset allocation, income planning, or portfolio composition; and (ii) you will not be permitted to purchase additional shares of any U.S. mutual fund (except pursuant to a dividend reinvestment program or in other limited circumstances), which among other things will affect the operation of your core account (please refer to the Core Account section of this Agreement for further details).

In addition to the foregoing, depending on where you reside, you may be subject to additional restrictions (for example, margin lending or options trading may not be permitted) up to and including restrictions that will prevent you from making additional deposits or purchasing additional securities positions (i.e., you will be prohibited from doing anything in your account other than selling your existing holdings and withdrawing the proceeds).

Notwithstanding the above, special rules govern your relationship with us if you live in Canada. Because of this, and because every situation is unique, you should contact Fidelity if you have questions about how you may be affected. If you notify us that you do not reside outside the U.S., these limitations may be lifted.

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## Unclaimed Property

Your account balance and certain uncashed checks issued from your 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.

## 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.

### Resolving Disputes — Arbitration

This agreement contains a predispute arbitration clause. Under this clause, which you agree to when you sign your account application, you and Fidelity 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 you and us 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 you and us, 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 you may designate. If you 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 you shall commence arbitration with any**

**other 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. If you do not notify us in writing of your designation within five (5) days after such failure or after you receive from us a written demand for arbitration, then you authorize us 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. 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; 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.**

***Before investing, consider the funds' investment objectives, risks, charges and expenses. Contact Fidelity for a prospectus or, if available, a summary prospectus containing this information. Read it carefully.***

Any fixed-income security sold or redeemed prior to maturity may be subject to a substantial gain or loss. Your ability to sell a CD on the secondary market is subject to market conditions.

Fidelity, Fidelity Investments, Fidelity Cash Management Account, Fidelity BillPay, and FAST are registered service marks of FMR LLC. Third-party marks appearing herein are the property of their respective owners.



# 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 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. This information does not amend or supersede any of your existing agreements with us.*

### 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 the conflicts of interest that arise in FBS' 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 accounts generally allow you to invest in mutual funds, exchange-traded funds, stocks, bonds, options, college savings plans, insurance products, and more. FBS brokerage accounts also may be available to you through a workplace retirement plan serviced by Fidelity Workplace Services, and the available investment options and services are determined by your plan's sponsor. 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.

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 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;
- Treat you in a manner consistent with principles of fair dealing and high standards of honesty and integrity; and
- Not be obligated to provide recommendations to you, or to update recommendations made previously, and not doing so should not be viewed as a recommendation to hold an investment.

**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, 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.**

There is no minimum investment 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") 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 provides various tools and methodologies to help you choose your investments, investment strategies, and accounts. FBS Representatives use these tools and methodologies when working with you. 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. 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. Please note that when making recommendations to you we only recommend from among certain products and services that we offer. Although cost is a factor 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 similar or different risk and return characteristics. We are not obligated to provide recommendations to you, or to update recommendations previously made, and not doing so should not be viewed as a recommendation to hold any investment.

### **Retirement and Other Tax-Advantaged Accounts**

We offer a variety of retirement and other tax-advantaged accounts (including IRAs, 401(k) plan accounts, Health Savings Accounts [“HSAs”], and other similar accounts, collectively “Retirement Accounts”). While we have a best interest obligation when we provide a recommendation to a retirement account, unless we agree in writing, we are not a fiduciary as defined by the Employee Retirement Income Security Act (ERISA) or Internal Revenue Code, and any recommendations we provide should not be relied on as a primary basis for investment decisions made in your retirement accounts.

### **Conflicts of Interest**

Conflicts of interest arise because we offer a variety of products and services. 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. As a result, FBS has a financial incentive to recommend certain accounts, products, and services, including those that are proprietary, over others when working with you. 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 the products and services you select are in your best interest and that you receive the standard of care and attention you deserve. FBS Representative compensation is designed to ensure that our Representatives are motivated and compensated appropriately to provide you with the best possible service, including products and services that are appropriately based on your needs. This section generally describes how we compensate FBS Representatives. Specific FBS Representative compensation with respect to the products and services we offer is described in the “Investment Products and Services” section below.
- Most FBS Representatives are eligible to receive some amount of variable compensation in addition to their base pay. Certain Representatives receive variable compensation that is impacted by the type of product or service you select. These compensation differentials are based on the relative time required to become proficient enough, including receiving and maintaining additional licensing, as applicable, to be able to recommend more complex products and services to you (for example, insurance products or investment advisory services offered by our affiliates FILI and FPWA, as compared to the relative time required to become proficient enough to recommend a money market fund). More complex products and services typically provide greater compensation to our Representatives, FBS, and/or our affiliates. Although we believe that it is fair to compensate our Representatives based on the time involved with the sale of more complex products, this compensation structure creates a financial incentive for Representatives to recommend these products and services over others. 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 [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, and there is no guarantee that you will reach your investment goals. 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 an 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 associated with the investment products and services described below are available at [Fidelity.com/information](https://www.fidelity.com/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 may be limited by your plan sponsor.

### **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 "mark-up" for purchases or "mark-down" 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 affiliates can receive compensation by marking up or marking down the price of the security. For information regarding trading and order routing practices, including compensation, see the "Order Routing and Principal Trading by FBS Affiliates" section below.

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 Funds (ETFs)**

FBS offers ETFs sponsored by an FBS affiliate and by third parties.

FBS does not charge a commission or other transaction fee for ETFs 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 ETF, 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 they are entitled to receive payments.

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

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

The insurance companies charge fees that are disclosed either explicitly 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 product purchased, any available options selected, and surrender charges incurred, if any. Any explicit fees are disclosed in the respective 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 annuities are subject to risks, including the claims-paying ability of the issuing insurance company, which are detailed in the 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 and third-party mutual funds that do not have a transaction fee, as well as third-party mutual funds available with a sales load and/or a transaction fee. Neither FBS nor its Representatives provide recommendations with respect to mutual funds that have a transaction fee.

FBS does not charge a fee for the purchase or sale of no-transaction-fee or load mutual funds. FBS will impose a short-term trading fee for sales of all nonproprietary, no-transaction-fee funds made within 60 days of purchase. For transaction fee 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. You can find more information about mutual fund fees by visiting [Fidelity.com/information](https://www.fidelity.com/information).

FBS and its affiliates earn the following compensation from mutual fund transactions:

- FBS or its affiliates receive a portion of the sales load paid to a third-party fund company.
- FBS affiliates earn compensation from the ongoing management fees for proprietary funds, as identified in the funds' prospectuses.
- FBS and its affiliates receive compensation from certain third-party fund companies for (i) access to, purchase or redemption of, and maintenance of their mutual funds and other investment products, and (ii) other related shareholder servicing provided by FBS or its affiliates to the funds' shareholders. This compensation consists 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 the specific risks associated with a mutual fund, please read its prospectus or summary prospectus carefully.

Certain FBS Representatives are compensated in connection with the purchase of no-transaction-fee funds in your FBS Account, regardless of whether the Representative recommended the transaction to you. 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 ETFs. 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 the purchase of alternative investments. Representative compensation is not affected by whether you purchase a proprietary or third-party alternative investment, but this compensation 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 recommend 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 offers 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 does not charge you a commission for online U.S. stock transactions but will charge you a commission if such orders are placed over the phone or through a Representative. Sell orders for equities are charged an activity assessment fee. 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. For all options trades, other regulatory fees apply. There are additional costs associated with options strategies that call for multiple purchases and sales of options, such as spreads, straddles, and collars, as compared with a single options trade.

FBS charges a commission for stock transactions and charges commissions and per-contract fees for options transactions. For information regarding trading and order routing practices, including compensation, see the "Order Routing and Principal Trading by FBS Affiliates" section below.

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. 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).

## **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. Under the terms of our arrangement with the issuer of these credit cards, FBS or its affiliates share the revenue attributable to these credit cards with the issuer.

#### **Debit Cards**

FBS has entered into an arrangement with a third-party service provider that provides FBS customers with a debit card to access the uninvested cash in their FBS Accounts. FBS pays the service provider fees in exchange for its services, and those fees are reduced in part or eliminated entirely by revenue generated in connection with certain transactions initiated by customers when using these debit cards.

## **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 managed by 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 may want to 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 as compensation for services provided to the Plans that include, but are not limited to, administrative, management, marketing, and investment management services. 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 Fidelity-managed 529 or ABLE product you choose to purchase, but this compensation is higher than the compensation received in connection with other types of investments offered by FBS, such as money market funds, equities, 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 custody accounts, and our Representatives are compensated in connection with your purchase of such securities as with other brokerage accounts.

## **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, commonly referred to as a Master Securities Lending 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 Accounts**

An HSA is an account that can be used by individuals enrolled in an HSA-eligible health plan to make contributions on a tax-advantaged basis and to take current or future distributions for qualified medical expenses on a tax-advantaged basis. The Fidelity HSA is a brokerage account that can be opened directly with FBS or through an Intermediary. Any recommendations provided to you for an 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. 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 in order 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.

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.

## **Rollovers from an Employer-Sponsored Retirement Plan**

You can open 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 and you are eligible to roll over retirement assets to an IRA, we can provide you with information and/or recommendations regarding your plan distribution options. Certain FBS Representatives are trained to 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.

If you are a participant in an employer-sponsored retirement plan that is not recordkept 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 transfer all or part of your employer-sponsored retirement plan’s assets to an FBS IRA.

If you are a participant in a Workplace Savings Plan and we recommend that you roll over your Workplace Savings Plan assets to an FBS IRA, a conflict of interest exists because the compensation we and our affiliates receive from the investments, products, and services in your FBS IRA is different from the compensation we and our affiliates receive from investments, products, and services in your Workplace Savings Plan account. The compensation differential typically results because you may be able to access different investment options in an FBS IRA than in your Workplace Savings Plan account, and those investments result in more (or less) compensation to us and our affiliates.

There are no fees to open an FBS IRA and our Representatives are not compensated when you open this account. Certain of the securities discussed in this document can be purchased through an FBS IRA and our Representatives are compensated in connection with your purchase of such securities.

## **Sweep Options**

Your FBS Account includes a “core position” that holds assets awaiting further investment or withdrawal. Depending on the type of account, the available investment options for your core position include Fidelity money market mutual funds, an FDIC-insured deposit account bank sweep, or a free credit balance. If you work with an Intermediary, your Intermediary may limit the core choice options it makes available. If you use a free credit balance, FBS’ affiliates earn interest by investing your cash overnight. For more information, please refer to the Customer Agreement at [Fidelity.com/information](https://www.fidelity.com/information). If you use a Fidelity money market fund, FBS’ 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’ affiliates receive a fee from the bank receiving deposits through the bank sweep program. For more information, please refer to the FDIC-Insured Deposit Sweep Program Disclosures document at [Fidelity.com/information](https://www.fidelity.com/information).

## **Accounts Offered by Affiliates of FBS**

### **Charitable Giving**

Fidelity Investments Charitable Gift Fund (“Fidelity Charitable”) is an independent public charity which 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.

Investment advisory programs 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 typically are based on the value of the assets for which the services are provided. Fees also vary based on the scope of services 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 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 discussing self-directed brokerage accounts, services, and investments, and will be acting as an investment advisory representative for FPWA when discussing 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 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.

Additionally, FBS’ affiliate FIWA offers advisory services to Intermediaries and to retail investors who work with Intermediaries. Generally, you must have a relationship with an Intermediary to receive the advisory services from FIWA. If you open an FBS account with FIWA for the provision of advisory services, you will generally pay a fee for the services associated with the platform fees for the investment advisors, and brokerage, clearing, and custody services provided by FIWA’s affiliates, including FBS and NFS.

### **Workplace Services**

FBS and its affiliates can provide a range of services to your Workplace Savings Plan. These services include investment management, 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 recommendations provided to you will be limited to those investment options offered in your Plan’s investment lineup (including investment advisory services offered by FBS’ affiliate, FPWA), which are selected by the plan’s sponsor.

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**

We have entered into certain arrangements to make the services of various third-party vendors available to our customers. These services are generally, but not exclusively, accessed via hyperlinks on our website and mobile apps. These hyperlinks allow customers to connect directly with a vendor to obtain that vendor's services. In some cases, 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 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 furnished to 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 other 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 back-office, 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.

#### **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 or sends the order to various exchanges or market centers for execution. Any order executed for your FBS Account is subject to a "best execution" obligation. If NFS executes the order from its own account (a "principal trade"), it can earn compensation on the transaction. This creates an incentive for NFS to execute stock or bond 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. FBS and/or NFS receives remuneration, compensation, or other consideration for directing customer 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 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' 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.



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# Fidelity® Cash Management Account FDIC-Insured Deposit Sweep Program Disclosure

## Summary

This document provides important information about the FDIC-Insured Deposit Sweep Program offered in connection with the Fidelity® Cash Management Account (the "Account"). If you have questions or need additional information, you can call a Fidelity Representative at 800-544-6666.

## How It Works

Your Fidelity® Cash Management Account utilizes a core account. Uninvested balances in your core account will be held in a core position called the "FDIC-Insured Deposit Sweep" (the "Sweep"). Cash contributed to or received in your Account is held in the core account (the "Cash Balance"). On the next business day (not including bank holidays or days on which the New York Stock Exchange is closed, such as Good Friday) after receipt, Cash Balances are automatically "swept into" an FDIC-insured interest-bearing account (a "Program Deposit Account") at one or more participating banks (each a "Program Bank"). A hierarchical list of Program Banks will be assigned to your Account (the "Program Bank List") and the first bank on your Program Bank List will be designated as your "Primary Program Bank." Cash Balances up to the Maximum Deposit Limit (as further defined below) will be swept to your Primary Program Bank. The additional Program Banks, if any, on your Program Bank List will be available to accept excess Cash Balances in the event that you reach the Maximum Deposit Limit at your Primary Program Bank, provided, however, that if you have Program Deposits at each available Program Bank on your Program Bank List in an amount equal to the Maximum Deposit Limit, any remaining Cash Balances will be swept to your Primary Program Bank. Once your Cash Balance has been swept into a Program Deposit Account, it becomes eligible for FDIC insurance and is referred to as your "Program Deposit." Beginning with your Primary Program Bank, your Program Deposit is also automatically withdrawn from ("swept out of") a Program Deposit Account back into your Fidelity Cash Management Account as necessary. In this document, the sweep process between your Fidelity Cash Management Account and the Program Deposit Account is referred to as the "Program." The Program is only available to account owners of Fidelity Cash Management Accounts registered in the name of individuals or trusts, but only if all the beneficiaries of that trust are natural persons.

You will be informed of the Program Bank List assigned to your Account. If you open a new Account, you will receive this information in connection with the account opening process. For more information about the method used to generate your Account's Program Bank List, please refer to the "Details" section of this document.

Program Deposit Accounts are established on behalf of you and other Fidelity customers who participate in the Program. Although Fidelity will sweep your Cash Balance into a Program Deposit Account at a Program Bank, you will only have access to your Cash Balance through your Fidelity Cash Management Account. Please call a Fidelity Representative with questions on accessing your Cash Balance. You cannot make withdrawals from the Program Deposit Account, even if you contact the Program Bank. A full list of current Program Banks can be found on our Web site at [Fidelity.com/FCMACoreBanks](https://www.fidelity.com/FCMACoreBanks) or by calling a Fidelity Representative. Once your Account is established, you will have the ability to modify the Program Bank List assigned to your Account by opting out of one or more of the Program Banks. You may also select a different Program Bank List if one is available. To discuss either possibility, please contact a Fidelity Representative.

Fidelity has the right to limit the amount of your Cash Balance that is swept into a Program Deposit Account, or to move your Cash Balance to another Program Bank if Fidelity determines that such action is necessary to protect your funds, or in the event that a Program Bank is not able or willing to take additional deposits. Please consult the "Details" section for further important information, as such action may affect your effective rate of return as well as eligibility for FDIC insurance.

## Interest Rates

You will earn interest on your Program Deposit. The rate of interest varies over time. The rate may be tiered based on the balance of your FDIC-Insured Deposit Sweep plus the value of any additional eligible accounts or assets held at Fidelity that in the future may be added for purposes of qualifying for a particular interest rate tier ("Eligible Assets").

The interest rate for each tier is based on a number of factors, including general economic and business conditions. Interest on Program Deposits will be paid by the Program Bank. Customers with higher Eligible Assets generally will receive higher interest rates on their Program Deposits than customers with lower Eligible Assets.

Fidelity offers similar programs to account owners who maintain other types of accounts ("Other Accounts"). These Other Accounts currently include Health Savings Accounts (HSAs) and certain individual retirement accounts (IRAs), but this may change over time without notice to you. While the same Program Bank may participate in the Program as well as the programs for these Other Accounts, the interest rate paid by a Program Bank in connection with the Program may be different from that paid by the same Program Bank in connection with similar programs offered to account owners who maintain Other Accounts with Fidelity.

Over any given period, the interest rates on the Program Deposits may be lower than the rate of return on similar non-FDIC-insured investments or deposit accounts offered outside of the Program. To compare current rates of return between the Program Deposit in your Fidelity Cash Management Account and similar, non-FDIC-insured cash balance options available at Fidelity, please visit [Fidelity.com/FCMACoreRates](https://www.fidelity.com/FCMACoreRates).

Interest rates, tier levels, and Eligible Assets may be changed at any time and without prior notice to you. Current interest rates and annual percentage yields (APYs) for Program Deposits and a description of any assets at Fidelity that currently qualify as Eligible Assets can be found at [Fidelity.com/FCMA](https://www.fidelity.com/FCMA) or by calling a Fidelity Representative at 800-544-6666. Interest on your Program Deposit accrues daily, is compounded monthly, and will be reflected on your Fidelity Cash Management Account statement as of the last business day of each month. Your continued use of your Fidelity Cash Management Account after Fidelity posts on its Web site any change to applicable interest rates, tier levels, and/or Eligible Assets shall constitute your consent to any such change.

Important information regarding the calculation and payment of interest on your Program Deposit, including how your Eligible Assets will be determined, can be found in the section entitled "Interest" or by calling 800-544-6666.

## FDIC Insurance Coverage/SIPC Protection

Your Program Deposit, together with any non-Program deposits you may have at the same Program Bank, which include deposits arising in connection with similar programs offered to account owners who maintain Other Accounts with Fidelity, as well as savings and checking accounts, money market deposit accounts, and CDs issued directly to you by the Program Bank, are insured by the FDIC, an independent agency of the U.S. government, up to a standard maximum amount in accordance with the rules of the FDIC. The applicable FDIC insurance limit depends upon the ownership capacity in which you hold the Program Deposit, and the relevant limit will be applied to all deposits (including Program Deposits and non-Program deposits) held in the same ownership capacity by you at the same Program Bank. Deposits held in different ownership capacities, as provided in FDIC rules, are insured separately. Single ownership accounts are insured up to \$250,000 and each co-owner's share of joint accounts is insured up to \$250,000. For retirement accounts such as IRAs, the limit is typically \$250,000. HSAs, unless they possess special features, are considered to be held in the same right and capacity as other single ownership accounts of a depositor, and are combined with such other single ownership accounts, for the purpose of applying the \$250,000 maximum limit. Special rules apply to insurance of trust deposits. **If you have both a Program Deposit and non-Program deposits at the same Program Bank held in the same right and legal capacity as your Program Deposit, you must aggregate all such deposits with your Program Deposit for purposes of determining FDIC coverage. If your total funds on deposit at a Program Bank exceed the applicable FDIC insurance limit, the FDIC will not insure your funds in excess of the limit.**

For more information, please refer to the "Details" section. For more information, visit [fdic.gov](https://www.fdic.gov) or call 877-ASK-FDIC (877-275-3342).

**Fidelity is not responsible for monitoring the amount of your Program Deposit in any Program 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 with each Program Bank (including amounts in other accounts at the Program 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 Program Deposit. If you are a trustee, you are responsible for determining the application of the insurance rules for you and your beneficiaries.**

Any securities held in the Fidelity Cash Management Account (as opposed to the Program Deposit) are investment products and as such: (i) are not insured by the FDIC; (ii) carry no bank or government guarantees; and (iii) have associated risks.

By investing in securities you can lose your money, including the principal amount you invested. Securities held at Fidelity (as well as funds held at Fidelity and not at a Program Bank) are covered by the Securities Investor Protection Corporation (SIPC). SIPC currently protects these funds and securities up to \$500,000, including \$250,000 for claims for cash. SIPC coverage does not cover fluctuations in the market value of your investments. Your Cash Balance is only eligible for FDIC insurance once it becomes a Program Deposit held by a Program Bank. Your Cash Balance while held by Fidelity and in transit to or from a Program Bank is not FDIC-insured but is covered by SIPC. For more information regarding FDIC insurance, please consult [fdic.gov](http://fdic.gov). For more information regarding SIPC coverage, including the SIPC brochure, please consult [sipc.org](http://sipc.org) or call 202-371-8300.

## Financial Benefits to Fidelity and Others

Fidelity receives a fee from each Program Bank in connection with the Program. This fee is typically based on the average aggregate daily Program Deposits on deposit with the Program Bank. The fee paid to Fidelity may vary from Program Bank to Program Bank. The fee paid to Fidelity by such Program Bank may also be different from that paid by the same Program Bank in connection with similar programs offered to account owners who maintain Other Accounts with Fidelity. In addition, the fee paid to Fidelity by each Program Bank may vary over time and may range up to an annualized rate equivalent to 4% of the balance of all Program Deposits held at that Program Bank.

For the provision of certain services in connection with the Program, including technology and accounting services and assistance in compliance with regulatory requirements, the Program Administrator will receive an annual fee from Fidelity equivalent to 0.010% of the aggregate daily balance of all Program Deposits up to a fixed cap. In addition, the Program Administrator will assist Fidelity with identifying new Program Banks to participate in the Program. For such assistance, the Program Administrator will receive a fee from Fidelity that will range from 0.010% to 0.020% of such Program Bank's Deposit Limit. Fidelity may be a customer of the Program Administrator or a Program Bank and may have other financial interactions with the Program Administrator or a Program Bank. Additionally, the Program Administrator may also be a Program Bank, in which case Fidelity will receive the fee described above. Finally, Fidelity may in the future designate one of its affiliates as the Program Administrator or a Program Bank or both.

## Details

In this Disclosure Statement, "Fidelity," "us," and "we" include Fidelity Brokerage Services LLC (FBS) and National Financial Services LLC (NFS), as the context may require. "You" and "account owner" refer to the owner indicated on the account application; for any account with more than one owner or authorized person (such as a joint or trust account), "you" and "account owner" or "account owners" refer to all owners, collectively and individually.

## Overview

Under the Program, the Cash Balance in your Fidelity Cash Management Account is automatically swept into and out of an interest-bearing Program Deposit Account at one or more Program Banks with which Fidelity has contracted.

The Sweep should not be viewed as a long-term investment option. If you are interested in a long-term investment option for your Cash Balances, please consider alternatives other than the Sweep that may be better suited for such purpose.



## How the Program Works

### *Deposits*

The Cash Balance in your Fidelity Cash Management Account will be automatically 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 one or more Program Deposit Accounts established by Fidelity on behalf of you and other Fidelity customers who participate in the Program at the Program Banks.

Starting with your Account's Primary Program Bank, Fidelity will sweep Cash Balances to the Program Deposit Account at such bank until the total amount of your Program Deposit at that Program Bank is equal to the Maximum Deposit Limit. If, after this process is completed, there is a remaining Cash Balance in your Account, Fidelity will sweep those funds into the next available Program Bank on your Account's Program Bank List (as more fully described below) until the total amount of your Program Deposit at that Program Bank is equal to the Maximum Deposit Limit. This process will repeat itself until either (a) there is no remaining Cash Balance in your Account or (b) a Cash Balance remains in your Account and you have Program Deposits at each available Program Bank on your Account's Program Bank List in an amount equal to the Maximum Deposit Limit, in which case the remaining Cash Balances will be swept to your Account's Primary Program Bank. **Please note that if, as a result of this process, you have Program Deposits in excess of the Maximum Deposit Limit at your Account's Primary Program Bank, it is very likely that some of those funds will not be covered by FDIC insurance.**

### *Maximum Deposit Limit*

The Maximum Deposit Limit will at all times be equal to 98% of the then applicable standard maximum deposit insurance amount for a nonretirement single ownership deposit account. For example, if the standard maximum deposit insurance amount is \$250,000, then the Maximum Deposit Limit is \$245,000.

### *Withdrawals*

If funds are needed to cover a debit in your Account at the end of a business day (such as to cover an ATM withdrawal or a security purchase you made in the Account), the funds will be automatically swept out of the Program Deposit Account(s) back into your Account. Funds are swept out of the Program Banks in the same order that they are swept in, starting with the Primary Program Bank (up to the amount of your Program Deposit at that bank) and then moving to the next available Program Bank on your Account's Program Bank List (as more fully described below) until either the debit is satisfied or the total amount of your Program Deposits have been swept back into your Account. Program Deposits remaining at the Program Bank(s) will not be reallocated as part of this process, so as a result, you may have less than the Maximum Deposit Limit in Program Deposits at your Account's Primary Program Bank, but still have Program Deposits equal to the Maximum Deposit Limit at other Program Banks on your Account's Program Bank List.

### *Interest Posting*

Each month, your Account statement will reflect the interest accrued on Program Deposits at each Program Bank separately. Interest accrues daily, is compounded monthly, and posted to the Program Deposit Account on the last business day of each month. After being posted to the Program Deposit Account, interest payments are swept to your Account where they could create a Cash Balance. In the event there is a Cash Balance, it will be swept to one or more Program Banks in accordance with the deposit methodology described above.

### *Changes to FDIC Insurance Limits*

If the standard maximum deposit insurance amount for a nonretirement single ownership deposit account increases or decreases, Fidelity will determine a new Maximum Deposit Limit as of the effective date of the change. If the standard maximum deposit insurance amount increases and you have Program Deposits at your Account's Primary Program Bank in excess of the new Maximum Deposit Limit, then Fidelity will sweep these funds into the next available Program Bank on your Program Bank List (as more fully described below), until the total amount of your Program Deposits at that Program Bank are equal to the Maximum Deposit Limit. This process will repeat itself until either (a) you no longer have Program Deposits at your Account's Primary Program Bank in excess of the new Maximum Deposit Limit or (b) you have Program Deposits at each available Program Bank on your Account's Program Bank List in an amount equal to the Maximum Deposit Limit, in which case any excess Program Deposits will remain at your Account's Primary Program Bank. If the standard maximum deposit insurance amount decreases,

Fidelity will redistribute all of your Program Deposits across all of the available Program Banks in your Account's Program Bank List in accordance with the deposit methodology described above. **Please note that if you have Program Deposits in excess of the Maximum Deposit Limit at your Account's Primary Program Bank, it is very likely that some of those funds will not be covered by FDIC insurance.**

### *Evidence of Ownership*

No evidence of ownership of the Program Deposit Account, such as a passbook or certificate, will be issued to you. Instead, the Program Deposit Account will be evidenced by (1) a book entry on the account records of each Program Bank showing an omnibus Program Deposit Account as being held in the name of NFS for the benefit of you and other Fidelity customers that participate in the Program, and (2) records of your Program Deposit from time to time in the Program Deposit Account maintained by NFS as your custodian and recordkeeper for the Program Bank.

### **Program Banks**

Fidelity maintains a list of Program Banks for the Program (the "Master List"). This Master List may differ from similar master lists used with Other Accounts. From time to time, a Program Bank may be added to or removed from the list. Removing a Program Bank from the Master List means that Fidelity has terminated its relationship with such Program Bank and the Program Bank no longer participates in the Program. If a Program Bank is removed from the Program, Fidelity will transfer your Program Deposit from that Program Bank into another Program Bank or Program Banks in accordance with the deposit methodology discussed above as if you had opted out of such Program Bank (as more fully described below).

Each Program Bank may accept deposits up to an aggregate deposit limit (the "Deposit Limit"), which generally caps the total amount on deposit at the Program Bank in connection with the Program as well as similar programs offered in connection with Other Accounts. The Deposit Limit is set by contract between Fidelity and the Program Bank.

### *Program Bank Status*

A status is assigned to each Program Bank. This status, which may change daily, reflects the Program Bank's ability to accept Program Deposits. As a general rule, a Program Bank's ability to accept Program Deposits is unrestricted except when one of the following applies:

**Unavailable**—A Program Bank that is unable to accept additional Program Deposits because it has reached its Deposit Limit. Characterizing a Program Bank as Unavailable will not affect existing Program Deposits at the Program Bank, but new deposits will be prohibited, except in situations where: (i) the Unavailable Program Bank is the only Program Bank on the Master Program Bank List, or (ii) the Unavailable Program Bank is the Primary Core Bank and every other Program Bank in the Program Bank List assigned to an Account is unavailable to take deposits because they are also Unavailable, have been Opted Out (as further defined below), or are Pending Activation (as further defined below).

**Overflow**—A Program Bank that is unable to serve as a Primary Core Bank because the total amount on deposit at the Program Bank in connection with the Program as well as in connection with similar programs offered in connection with Other Accounts is within \$50,000,000 of such Program Bank's Deposit Limit. Assigning a Program Bank an Overflow status will not affect existing Program Deposits at the Program Bank, but the Program Bank will be ineligible to serve as a Primary Core Bank except in situations where the Overflow Program Bank is the only Program Bank on the Master Program Bank List.

**Pending Activation**—A Program Bank that has been added to the Master Program Bank List, but is not yet available to receive Program Deposits.

**Opted Out**—The Account owner has elected not to utilize this Program Bank. While the Program Bank will remain on the Account's Program Bank List, the Program Bank is not available to receive Program Deposits. This status applies only to the Account at issue and has no impact on the Program Bank's ability to accept Program Deposits in connection with the broader Program. To opt out of a Program Bank, please call a Fidelity Representative.

### *Program Bank List*

Your Account will be assigned a Program Bank List that may contain one or more Program Banks. Your Account's Program Bank List will be generated from the Master List. This Master List may differ from similar master lists used with Other Accounts. The hierarchy of the Program Banks on your Account's Program Bank List reflects the order in which these Program Banks will be utilized in connection with your Account. The first bank on your Account's Program Bank List will be designated as your Account's Primary Program Bank. Fidelity may from time to time generate different Program Bank Lists. As a result, the Program Bank List assigned to one Account may differ from the Program Bank List assigned to another Account.

### *New Accounts*

The Program Bank List assigned to your Account will be determined based upon the day your Account is established, and all Accounts established that day will generally be assigned the same Program Bank List. If your Account is assigned a Program Bank List that contains only a single Program Bank, then that Program Bank will be the Primary Program Bank. **Please note that if this occurred and, as a result, you have Program Deposits in excess of the Maximum Deposit Limit at your Primary Program Bank, it is very likely that some of those funds will not be covered by FDIC insurance.**

You will receive a New Account Profile that includes the Program Bank List assigned to your Account. You will generally not be able to modify the Program Bank List assigned to your Account or select a different Program Bank List during the account-opening process. However, once your Account is established, except as otherwise described in the Fidelity Cash Management Account Customer Agreement, you will have the ability to modify the Program Bank List assigned to your Account by opting out of one or more of the Program Banks. You may also select a different Program Bank List if one is available. To discuss either possibility, please contact a Fidelity Representative.

The Program Bank List assigned to your Account is available on Fidelity.com. To access the Program Bank List, you must log in to your Account, navigate to the "Positions" page, and then click on the "FDIC-Insured Deposit Sweep" link. The status of one or more of the Program Banks on these Program Bank Lists may be reflected as "pending" for a period of time after the Program Bank List is first assigned to your Account. If you have questions about a particular Program Bank's status, or need further information about the Program Bank List assigned to your Account, please contact a Fidelity Representative.

## Changes to Program Bank Lists

### *Customer-Initiated Changes*

Except as otherwise described in the Fidelity Cash Management Account Customer Agreement, once your Account has been established, you can modify the Program Bank List assigned to your Account by calling Fidelity and "opting out" of any one or more Program Banks on your Account's Program Bank List, provided, however, that you must have at least one Program Bank in your Program Bank List in order to utilize the Program. By opting out of a Program Bank, you make the Program Bank inactive and ineligible or unavailable to receive Program Deposits from your Account. A Program Bank you have opted out of will still appear on the Program Bank List assigned to your Account with a designation that indicates its status. Your decision to opt out is revocable. You can call Fidelity at any time and opt back into a Program Bank, provided that the Program Bank is still participating in the Program.

Except as otherwise described in the Fidelity Cash Management Account Customer Agreement, you can call Fidelity at any time to request a different Program Bank List, if one is available. If you elect to utilize a different Program Bank List, and you previously opted out of one or more Program Banks, those opt out elections will carry over to your Account's new Program Bank List, provided, however, that because you may not opt out of the Primary Program Bank, if the Primary Program Bank on this new Program Bank List is one that you previously opted out of and you wish to maintain that election, you must utilize a different Program Bank List with a different Primary Program Bank.

If you opt out of one or more Program Banks and you currently have Program Deposits with these Program Banks, those Program Deposits will be treated as if they were a Cash Balance in your Account and reallocated to the remaining active Program Banks on your Account's Program Bank List in accordance with the Deposit methodology described above. Likewise, if you elect to use a different Program Bank List, all your Program Deposits

will be treated as if they were a Cash Balance in your Account and reallocated to the Program Banks on this new Program Bank List in accordance with the Deposit methodology described above.

### ***Programmatic Changes***

From time to time, a Program Bank may be added to or removed from a Program Bank List. New Program Banks will be added to the end of a Program Bank List and existing Program Banks being removed will be deleted from a Program Bank List. If more than one Program Bank is added at any given time, the banks will be added to the end of a Program Bank List in alphabetical order. A Program Bank List will not be reordered as a result of either the addition or removal of a Program Bank. If a Program Bank has been removed from a Program Bank List, that Program Bank will no longer be available to receive Program Deposits. If you have a Program Deposit on deposit with the removed Program Bank, Fidelity will transfer your Program Deposit from that Program Bank into the remaining Program Banks on your Account's Program Bank List as if you had opted out of such Program Bank. In the event the Program Bank that is removed from the Program Bank List is your Primary Program Bank, then the next available Program Bank on your Account's Program Bank List will be designated the Primary Program Bank.

Every Account must be assigned a Program Bank List with at least one available Program Bank. If the removal of a Program Bank combined with your election to opt out of one or more Program Banks results in your Account's Program Bank List having no available Program Banks, then you direct Fidelity to (1) void your opt out election, (2) assign as your Account's Primary Program Bank the Program Bank on your Account's Program Bank List immediately following the Program Bank that was removed, and (3) transfer your Program Deposit from the removed Program Bank into your Account's Primary Program Bank as if you had opted out of the removed Program Bank.

### ***Bank Status Changes***

In certain circumstances, a Program Bank that has been added to your Account's Program Bank List will appear on your Account's Program Bank List with a designation that indicates its status as "pending." A pending Program Bank will not be available to receive Program Deposits until the pending designation is removed (generally thirty (30) days). However, you may elect to opt out of a pending Program Bank at any time in accordance with the process described above.

Once the status of a Program Bank changes such that it is no longer pending, any cash balances in the Account's Primary Core Bank in excess of the Maximum Deposit Limit will be automatically swept into the newly available Program Bank in accordance with the deposit methodology discussed above.

Likewise, if the status of a Program Bank changes such that it is no longer Unavailable or Opted Out, any cash balances in the Account's Primary Core Bank in excess of the Maximum Deposit Limit will be automatically swept into the newly unrestricted Program Bank in accordance with the deposit methodology discussed above.

### ***Changes Affecting Your Account***

Fidelity may from time to time make changes in the Program that include making Program Deposit Accounts available at banks other than the current Program Banks or shifting Program Deposits between Program Banks. Fidelity has the right to limit the amount of your Cash Balance that is swept into a Program Deposit Account or to move your Cash Balance to another Program Bank if Fidelity determines that such action is necessary to protect your funds, or in the event that a Program Bank is not able or willing to take additional deposits, a Program Bank's participation in the Program is terminated or a Program Bank's ongoing viability may be in question. In such case, any or all of the Cash Balance in your Fidelity Cash Management Account may be placed into a core position other than the FDIC-Insured Deposit Sweep, such as a money market mutual fund, a free credit balance position, or other available cash investment vehicle. These alternative core positions would not be eligible for FDIC insurance but may be eligible for SIPC protection.

The new core position that Fidelity chooses for you may receive a lower effective rate of return. Fidelity will attempt to select an alternative core position for you that provides a rate of return that is equal to or better than the rate of return you were receiving on your Program Deposit. Fidelity, however, cannot guarantee any rate of return, including a return that is equal to or greater than your current return. Fidelity may also receive different and potentially greater compensation in connection with the alternative core position than was the case with your original Program Bank.

**By signing the Fidelity Cash Management Account Application, you represent that you have read this Disclosure Statement and understand and consent to Fidelity changing your core position at its discretion to a money market mutual fund, a free credit balance position, or another cash investment vehicle, if available. You agree to hold Fidelity harmless for any actions that might result from Fidelity changing your core position, including any lower or different rate of return that may be paid by the new core position that Fidelity selects for you.** You also acknowledge and agree to allow Fidelity to share personal information about you, including such things as your name, Social Security number or tax identification number, address, or date of birth, with certain entities that provide services to Fidelity in connection with the Program. These service providers, which include the Program Banks, will use such information solely to satisfy their own statutory or regulatory obligations, or obligations that attach to Fidelity.

You will be notified if we change the Program Banks into which your Cash Balance is swept. Your continued use of your Fidelity Cash Management Account after receiving notice of a change in one or more Program Banks will constitute your affirmative consent to Fidelity to the transfer of your Program Deposit into any Program Bank that Fidelity has disclosed to you. Because you are responsible for monitoring the total amount of your deposits at a Program Bank (including any Program Deposit held at such Program Bank and all deposits you may make at a Program Bank outside the Program), in order to determine the extent of FDIC insurance coverage available, you should carefully consider whether the change in the Program Bank has an impact on your deposit insurance coverage. Fidelity may add an affiliated bank to the list of Program Banks in the future, including making an affiliated bank the sole available Program Bank under the Program.

### ***Statements and Confirmations***

The statement for your Account will: (i) indicate your balance in your core account as well as your Program Deposit balance at each Program Bank as of the last business day of each monthly statement period; (ii) detail sweeps to and from your core account during the statement period; and (iii) reflect interest accrued on Program Deposits at each Program Bank separately. This information is provided in lieu of separate confirmations for each sweep into and from a Program Deposit Account. Transfers between your MMDA and Transaction sub-accounts (each of which are further described below) will not be reflected in your Fidelity Cash Management Account statements.

### ***Access to Your Cash Balance***

You may only access your Cash Balance through your Fidelity Cash Management Account. You cannot access or withdraw your Program Deposit by contacting the Program Bank directly. Your Program Deposit is also subject to legal process such as a levy or a garnishment delivered to Fidelity to the same extent as if those funds were in your Fidelity Cash Management Account.

Your Program Deposit constitutes a direct obligation of the bank to you and is not an obligation of Fidelity. Fidelity does not guarantee in any way the financial condition of the Program Banks. Under federal banking regulations, each Program Bank has the right to require seven days' prior notice before permitting a withdrawal of any Program Deposits. Your interest in a Program Deposit Account is not transferable.

### ***Deposit Accounts***

Fidelity is taking certain steps outlined in this section to help Program Banks manage the reserves that the Federal Reserve Board requires them to maintain against certain types of deposit accounts. These steps are in accordance with established banking laws, regulations, and practices.

Each Program Bank uses one of the following two deposit account structures, either: (1) a master account with two linked legally separate sub-accounts: (a) an interest-bearing transaction sub-account, which may be a Negotiable Order of Withdrawal ("NOW" account) or a Demand Deposit Account ("DDA" account), referred to herein as a "Transaction" account, and (b) an interest-bearing savings deposit account, commonly referred to as a Money Market Deposit Account ("MMDA" account); or (2) legally separate linked Transaction and MMDA accounts. Regardless of whether the Bank utilizes structure (1) or (2) noted above, the accounts will be referred to throughout this document as, respectively, the "Transaction sub-account" and the "MMDA sub-account" and collectively the "sub-accounts," and Program Deposits at the Program Bank will be held in the sub-accounts. Interest will accrue on the combined balance of both sub-accounts at the same rate. The Program Administrator will allocate your Program Deposit (and those of each other Fidelity customer that participates in the Program) between the Transaction sub-account and the MMDA sub-account on a daily basis. You will not have an individual Transaction sub-account or MMDA sub-account at the Program Bank but, rather, your Program Deposit will be

aggregated with the Program Deposits of other Fidelity customers that participate in the Program. For ease of reference, however, the portion of your Program Deposit that is allocated to the Transaction sub-account is referred to as "your" Transaction sub-account and the portion of your Program Deposit that is allocated to the MMDA sub-account is referred to as "your" MMDA sub-account. The aggregated sub-accounts at a Program Bank are referred to as the "omnibus Transaction sub-account" and the "omnibus MMDA sub-account." This will allow tracking and limitation of the number of withdrawals from your MMDA sub-account and, to the extent that Fidelity elects to limit such transfers from the omnibus MMDA sub-accounts that occur during any given statement cycle, will help ensure that the total number of either type of such withdrawals does not exceed the number permitted by law.

Under applicable Federal Reserve Board regulations, your Transaction sub-account is considered to be like a "transaction account" from which an unlimited number of transfers of funds (i.e., withdrawals) may be made. While there is no limit on the number of withdrawals that may be made from your Transaction sub-account, the only withdrawals that are permitted from your Transaction sub-account under the Program are (1) transfers to your MMDA sub-account (to the extent funds in your Transaction sub-account exceed any target balance that the Program Administrator and/or Program Bank may have established for that sub-account), and (2) transfers from the Transaction sub-account back to your Fidelity Cash Management Account (to the extent needed to pay for transactions in that account, such as checks you write).

Conversely, under Federal Reserve Board regulations, your MMDA sub-account is considered to be like a "savings account" from which generally no more than six transfers of funds may be made per statement cycle. The only type of withdrawal that is permitted directly from your MMDA sub-account under the Program is a transfer to your Transaction sub-account (to fund transfers from your Transaction sub-account back to your Fidelity Cash Management Account or to maintain any target balance that the Program Administrator and/or Program Bank may have established for your Transaction sub-account) and/or transfers of the remaining balance of your MMDA sub-account on the sixth transfer from the omnibus MMDA sub-account to the omnibus Transaction sub-account at a Program Bank during any given monthly statement cycle as discussed below.

Your Program Deposit will always be credited to your Transaction sub-account. However, to maximize the amount of funds that may be held in your MMDA sub-account, the Program Administrator and/or the Program Bank may from time to time establish a target balance for your Transaction sub-account. The Program Administrator may change or vary target balances at any time and from time to time. To the extent funds in your Transaction sub-account exceed any such target balance, the excess will be transferred to your MMDA sub-account unless the maximum number of transfers from your MMDA sub-account or the omnibus MMDA sub-account at a Program Bank for that monthly statement cycle have already occurred.

The target balance in your Transaction sub-account may be initially set by the Program Administrator at 100%, which would result in all funds being placed and retained in your Transaction sub-account until the Program Administrator changes the target balance, resulting in use of your MMDA sub-account, as described herein, at a later time.

Sweeps of the Program Deposit into your Fidelity Cash Management Account will be made from your Transaction sub-account. If the amount to be swept exceeds the available balance in your Transaction sub-account, funds from your MMDA sub-account will be transferred to your Transaction sub-account (up to the full balance of available funds in your MMDA sub-account) to cover the shortfall (and to replenish any target balance that the Program Administrator and/or the Program Bank may have established for your Transaction sub-account). No more than six of these transfers from your MMDA sub-account to your Transaction sub-account are permitted per monthly statement cycle. If a sixth transfer is needed, it will be for the full balance of available funds in your MMDA sub-account (but not including accrued interest). In addition, Fidelity may elect to limit the number of transfers from the omnibus MMDA sub-account to the omnibus Transaction sub-account at a Program Bank to six per monthly statement cycle. If this limitation is imposed and a sixth such transfer is needed, it will be for the full balance of available funds in the omnibus MMDA sub-account at that Program Bank, which would result in all funds in your MMDA sub-account at that Program Bank being transferred to your Transaction sub-account and remaining there for the rest of that monthly statement cycle. In either case, at the beginning of the next monthly statement cycle, funds in your Transaction sub-account that exceed any target balance that the Program Administrator and/or Program Bank may have established for your Transaction sub-account will be transferred back to your MMDA sub-account.

Transfers between your Transaction and MMDA sub-accounts of the Program Deposit Account are managed automatically. **This process does not impact the interest rate earned on your Program Deposit and it does not affect the number of withdrawals you can make from your Fidelity Cash Management Account.**

### *Interest*

Each Program Bank that holds your Program Deposits will pay you the same rate of interest on funds in your Transaction sub-account and your MMDA sub-account. The rate of interest paid by each Program Bank is variable and is tiered based in part on the value of your Eligible Assets. Fidelity determines the interest rates, tier levels, and Eligible Assets, all of which may change at any time in Fidelity's sole discretion and may be based on a number of factors, including general economic and business conditions. Customers with higher Eligible Assets generally will receive higher interest rates on their Program Deposits than customers with lower Eligible Assets. Interest on your Program Deposit will be paid by the Program Bank.

Over any given period, the interest rates on the Program Deposits may be lower than the rate of return on similar non-FDIC-insured investments or deposit accounts offered outside of the Program including deposit accounts held directly with a Program Bank. To compare current rates of return between your Program Deposit and similar, non-FDIC-insured cash balance options available at Fidelity, please visit [Fidelity.com/FCMACoreRates](https://www.fidelity.com/FCMACoreRates).

Fidelity offers similar programs to account owners who maintain Other Accounts. While the same Program Banks may participate in the Program as well as the programs for these Other Accounts, the interest rate paid by a Program Bank in connection with the Program may be different from that paid by the same Program Bank in connection with similar programs offered to account owners who maintain Other Accounts with Fidelity.

Accounts and assets that qualify as Eligible Assets may be found on Fidelity's Web site at [Fidelity.com/FCMA](https://www.fidelity.com/FCMA).

Please contact us at 800-544-6666 to find out more about how your Eligible Assets are determined and to ensure all eligible accounts are linked in your household.

Interest on your Program Deposit is accrued daily, compounded monthly, and is reflected on your Fidelity Cash Management Account monthly statement as of the last business day of the month. Interest on your Program Deposit begins to accrue on the business day those funds are received by the Program Bank, which will typically be the first business day (excluding bank holidays or days on which the New York Stock Exchange is closed, such as Good Friday) after the day those funds are posted to your Fidelity Cash Management Account as reflected on your statement.

The current interest rate and Annual Percentage Yield (APY) on Program Deposits will vary over time and can change daily. Current rates and APYs can be found on our Web site, [Fidelity.com](https://www.fidelity.com), or by calling 800-544-6666.

The applicable interest rates, tier levels, and Eligible Assets may be changed from time to time without notice to you. Any change in these terms will be posted at [Fidelity.com/FCMA](https://www.fidelity.com/FCMA). You agree to check for updates to these terms. You understand that by continuing to maintain your Fidelity Cash Management Account without objecting to any change in terms, you are accepting any new terms and you will be legally bound by all new terms and conditions. If required by applicable law, we will provide you with prior notice of changes to these terms.

### **Relationship Between Fidelity, the Program Administrator, and the Program Banks**

Under the Program, FBS serves as your broker, maintains your Fidelity Cash Management Account, and provides certain services to you in connection therewith. NFS acts as your agent in establishing an interest-bearing omnibus Program Deposit Account at a Program Bank, sweeping the Cash Balance in your Fidelity Cash Management Account into the Program Deposit Account, and sweeping funds from your Program Deposit back into your Fidelity Cash Management Account. The Program Administrator provides certain recordkeeping, technology, and consulting services to Fidelity and the Program Banks with respect to the allocation of funds between your Transaction and MMDA sub-accounts as referenced in the "Deposit Accounts" section of this Disclosure Statement. NFS will provide you a 1099 INT for interest earned on your Program Deposit at year-end.

Fidelity may be a customer of the Program Administrator or Program Bank and may have other financial interactions with the Program Administrator or a Program Bank. Additionally, the Program Administrator may also be a Program Bank. Finally, Fidelity may in the future designate one of its affiliates as the Program Administrator or a Program Bank or both.

Fees paid to Fidelity and the Program Administrator in connection with administering the Program are described below in the section entitled "Benefits to Fidelity and Others."

## **Benefits to Fidelity and Others**

Fidelity receives a fee from each Program Bank in connection with the Program that is typically based on the average aggregate daily Program Deposits held by such Program Bank. The fee paid to Fidelity may vary from Program Bank to Program Bank and will generally increase as the aggregate amount on deposit with the Program Bank increases. Fidelity offers similar programs to account owners who maintain Other Accounts. The same Program Banks may participate in the Program as well as the programs for these Other Accounts and the fee paid to Fidelity by the same Program Bank in connection with this Program may be different from that paid in connection with similar programs for Other Accounts.

The fee paid to Fidelity by each Program Bank may vary over time and may range up to an annualized rate equivalent to 4% of the balance of all Program Deposits at that Program Bank. Fidelity may from time to time reduce or waive all or a portion of the fee the Program Bank is otherwise obligated to pay. You will receive notification of any increase in the fee above 4.0%.

The fee paid to Fidelity by each Program Bank, which is a function of the "Rate" (as described below) and the interest rate (as described above), is established by Fidelity in accordance with Fidelity's agreement with each Program Bank. The fee is calculated by multiplying the Program Deposits (or, in some cases, all or a portion of the Program Deposits held in each of the MMDA and Transaction sub-accounts) at a Program Bank by that Bank's "Rate" and then subtracting total interest paid by the Program Bank to accounts with Program Deposits at that Program Bank. The "Interest Rates" section above describes how the interest rate is determined as well as how the interest paid to each customer is calculated. The total interest paid by the Program Bank will depend in part on the number of accounts with Program Deposits at that Program Bank as well as the level of Program Deposit balances at the Program Bank. The Rate is determined by Fidelity's contract with each Program Bank, and will vary depending on the identity of the Program Bank, but will generally be tied to the London Interbank Offered Rate (LIBOR), the Federal Funds Effective Rate (FFE), or Federal Funds Target Rate (FFT). Depending on the Program Bank, the Rate may be tiered based upon the level of Program Deposits and may span a spectrum of up to 0.75% above or below LIBOR, FFE, or FFT.

For the provision of certain services in connection with the Program, including technology and accounting services and assistance in compliance with regulatory requirements, the Program Administrator will receive an annual fee from Fidelity equivalent to 0.010% of the aggregate daily balance of all Program Deposits up to a fixed cap. In addition, the Program Administrator will assist Fidelity with identifying new Program Banks to participate in the Program. For such assistance, the Program Administrator will receive a fee from Fidelity that will range from 0.010% to 0.020% of such Program Bank's Deposit Limit. These fees may be negotiated periodically. If the Program Administrator is also a Program Bank, the fee paid to Fidelity by the Program Bank and the service fee Fidelity pays the Program Administrator are separate and distinct and unrelated to one another.

The Program Banks use Program Deposits to fund current and new lending and for investment activities. The Program Banks earn net income from the difference between the interest they pay on Program Deposits and the fees paid to Fidelity and the income they earn on loans, investments, and other assets. As noted above, the Program Banks may pay rates of interest on Program Deposits that are lower than prevailing market interest rates.

## **FDIC Insurance Coverage/SIPC Protection**

Your Program Deposit, together with any non-Program deposits you may have at the same Program Bank, which include deposits arising in connection with similar programs offered to account owners who maintain Other Accounts with Fidelity, as well as savings and checking accounts, money market deposit accounts, and CDs issued directly to you by the Program Bank, are insured by the FDIC, an independent agency of the U.S. government, up to a standard maximum amount in accordance with the rules of the FDIC. The applicable FDIC insurance limit depends upon the ownership capacity in which you hold the Program Deposit, and the relevant limit will be applied to all deposits (including Program Deposits and non-Program deposits) held in the same ownership capacity by you at the same Program Bank. Deposits held in different ownership capacities, as provided in FDIC rules, are insured separately. Single ownership accounts are insured up to \$250,000 and each co-owner's share of joint accounts is insured up to \$250,000. For retirement accounts such as IRAs, the limit is typically \$250,000. HSAs, unless they possess special features, are considered to be held in the same right and capacity



as other single ownership accounts of a depositor, and are combined with such other single ownership accounts, for the purpose of applying the \$250,000 maximum limit. Special rules apply to insurance of trust deposits. **If you have both a Program Deposit and non-Program deposits at the same Program Bank held in the same right and legal capacity as your Program Deposit, you must aggregate all such deposits with your Program Deposit for purposes of determining FDIC coverage. If your total funds on deposit at a Program Bank exceed the applicable FDIC insurance limit, the FDIC will not insure your funds in excess of the limit.**

For more information, please visit [fdic.gov](http://fdic.gov) or call 877-ASK-FDIC (877-275-3342).

Program Deposits (principal and accrued interest) at each Program Bank are eligible for FDIC insurance up to the applicable limits. **Fidelity is not responsible for monitoring the amount of your Program Deposit in any Program 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 with each Program Bank (including amounts in other accounts at the Program 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 Program Deposit. If you are a trustee, you are responsible for determining the application of the insurance rules for you and your beneficiaries.** If you expect to have total deposits at any Program Bank (including your Program Deposit and non-Program deposits) that exceed FDIC insurance coverage limits, you should carefully consider whether you should arrange for other investment options for amounts in excess of such coverage, in order to reduce your investment risk. Fidelity will not be responsible for any insured or uninsured portion of your Program Deposit. In the event that federal deposit insurance payments should become necessary, payments of FDIC-Insured principal plus unpaid and accrued interest will be made to you by the FDIC. There is no specific time period during which the FDIC must make insurance payments available to you and you may experience a significant delay in accessing your Program Deposits in the event that it becomes necessary for the FDIC to make such payments. You may be required to provide certain documentation to the FDIC and Fidelity before insurance payments are made.

Any securities held in your Account (as opposed to the Program Deposit) are investment products and as such: (i) are not insured by the FDIC; (ii) carry no bank or government guarantees; and (iii) have associated risks. By investing in securities you can lose your money, including the principal amount you invested. Securities held at Fidelity (as well as funds held at Fidelity and not at a Program Bank) are covered by SIPC. SIPC currently protects these funds and securities up to \$500,000, including \$250,000 for claims for cash. SIPC coverage does not cover fluctuations in the market value of your investments. Your Cash Balance is only eligible for FDIC insurance once it becomes a Program Deposit held by a Program Bank. Your Cash Balance while held by Fidelity and in transit to or from a Program Bank is not FDIC-insured but is covered by SIPC. For more information regarding FDIC insurance, please consult [fdic.gov](http://fdic.gov). For more information regarding SIPC coverage, or to request the SIPC brochure, please consult [sipc.org](http://sipc.org) or call 202-371-8300.

If Fidelity exercises its right to place your Cash Balance into a core position other than the FDIC-Insured Deposit Sweep, such as a money market mutual fund, a free credit balance position, or other available cash investment vehicle, your new core position would not be eligible for FDIC insurance, but may be protected by SIPC in accordance with applicable legal requirements and limitations.



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# Fidelity® Cash Management Account Fees

The Fidelity® Cash Management Account is highly flexible, and our cost structure is flexible as well. Our use of “à la carte” pricing for many features helps to ensure that you only pay for the features you use.

## About Our Commissions and Fees

The most economical way to place trades is online, meaning either through Fidelity.com, Fidelity Active Trader Pro®, or Fidelity Mobile®. The next most economical way is Fidelity Automated Service Telephone (FAST®). This automated service is available around the clock and can be accessed from a touch-tone phone.

The fees described in this document apply to the Fidelity® Cash Management Account.

## STOCKS/ETFs

Online **\$0.00 per trade**  
 FAST® **\$12.95 per trade**  
 Rep-Assisted **\$32.95 per trade**

*The remuneration that Fidelity receives and keeps as described in this section applies to transactions and activities involving securities including, but not limited to, domestic (U.S.) equities traded on national exchanges, short sales, exchange-traded funds (ETFs), and U.S.-traded foreign securities (ADRs, or American Depository Receipts, and ORDs, or Ordinaries).<sup>1</sup> For details on foreign stock trading, see the Foreign Stocks section. Large block orders requiring special handling, restricted stock orders, and certain directed orders may carry additional fees, which will be disclosed at the time of the transaction.*

*In addition to the per trade charges identified above, Fidelity's remuneration also includes a fee that is charged on all sell orders (“Additional Assessment”). The Additional Assessment, which typically ranges from \$0.01 to \$0.03 per \$1,000 of principal, is charged by Fidelity. Fidelity uses the Additional Assessment to pay certain charges imposed on Fidelity by national securities associations, clearing agencies, national securities exchanges, and other self-regulatory organizations (collectively, “SROs”). The SROs in turn pay the SEC using the money they collect from Fidelity and other broker-dealers. The Additional Assessment that Fidelity charges you is designed to offset the charges imposed on Fidelity by the SROs, which in turn are intended to cover the costs incurred by the government, including the SEC, for supervising and regulating the securities markets and securities professionals. You acknowledge, understand, and agree that Fidelity determines the amount of the Additional Assessment in its sole and exclusive discretion, and that the Additional Assessment may differ from or exceed the charges imposed on Fidelity by the SROs. These differences are caused by various factors, including, among other things, the rounding methodology used by Fidelity, the use of allocation accounts, transactions or settlement movements for which a fee by the SROs may not be assessed, and differences between the dates of changes to rates charged by the SROs. You understand, acknowledge, and agree that Fidelity has made no representation that the Additional Assessment charged to you will equal the fees assessed against Fidelity by the SROs in connection with your transactions. The Additional Assessment is in addition to the commissions we charge (i.e., the per trade charges identified above), and is included on your trade confirmation as a part of the Activity Assessment Fee. For the exact amount of the Additional Assessment charged on a particular transaction, please contact a Fidelity representative.*

*Fidelity Brokerage Services LLC (“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. The payer, source, and nature of any compensation received in connection with your particular transaction will vary based on the venue that a trade has been routed to for execution and will be disclosed upon written request to FBS. Please refer to Fidelity's customer agreement for additional information about order flow practices and to Fidelity's commitment to execution quality ([http://personal.fidelity.com/products/trading/Fidelity\\_Services/Service\\_Commitment.shtml](http://personal.fidelity.com/products/trading/Fidelity_Services/Service_Commitment.shtml)) for additional information about order routing. Also review FBS's annual disclosure on payment for order flow policies and order routing policies.*

*FBS has entered into a long-term, exclusive, and significant arrangement with the advisor to the iShares Funds that includes but is not limited to FBS's promotion of iShares funds, as well as in some cases purchase of certain iShares funds at a reduced commission rate (“Marketing Program”). FBS receives compensation from the fund's advisor or its affiliates in connection with the Marketing Program. FBS is entitled to receive additional payments during or after termination of*

*the Marketing Program based upon a number of criteria, including the overall success of the Marketing Program. The Marketing Program creates significant incentives for FBS to encourage customers to buy iShares funds. Additional information about the sources, amounts, and terms of compensation is described in the ETF's prospectus and related documents.*

## NEW ISSUE

Fidelity makes certain new issue products available without a separate transaction fee. Fidelity may receive compensation for participating in the offering as a selling group member or underwriter. The compensation Fidelity receives from issuers when acting as both underwriter and selling group member is reflected in the “Range of Fees from Underwriting” column. When Fidelity acts as underwriter but securities are sold through other selling group members, Fidelity receives the underwriting fees less the selling group fees.

Securities	Range of Fees from Participation in Selling Group	Range of Fees from Underwriting
IPOs	• 3% to 4.2% of the investment amount	• 5% to 7% of the investment amount
Follow-Ons	• 1.8% to 2.4% of the investment amount	• 3% to 4% of the investment amount

Please refer to the applicable pricing supplement or other offering document for the exact percentage sales concession or underwriting discount.

## BONDS AND CDs

### New Issues, Primary Purchases (all other fixed-income securities except U.S. Treasury)

Fidelity makes certain new issue products available without a separate transaction fee. Fidelity may receive compensation from issuers for participating in the offering as a selling group member and/or underwriter. The compensation Fidelity receives from issuers when acting as both underwriter and selling group member is reflected in the “Range of Fees from Underwriting” column. When Fidelity acts as underwriter but securities are sold through other selling group members, Fidelity receives the underwriting fees less the selling group fees.

## BONDS

Securities	Range of Fees from Participation in Selling Group	Range of Fees from Underwriting
Agency/GSE	N/A	• 0.05% to 1.00% of the investment amount
Corporate Notes	• 0.01% to 2.5% of the investment amount	• 0.01% to 3.0% of the investment amount
Corporate Bond	• 0.01% to 2.5% of the investment amount	• 0.05% to 3.0% of the investment amount
Municipal Bonds and Taxable Municipal Bonds	• 0.1% to 2% of the investment amount	• 0.1% to 2.5% of the investment amount
Structured Products (Registered Notes)	• 0.05% to 5.0% of the investment amount	N/A
Fixed-Rate Capital	• 2% of the investment amount	• 3% of the investment amount

Please refer to the applicable pricing supplement or other offering document for the exact percentage sales concession or underwriting discount.

<sup>1</sup>A Financial Transaction Tax of 0.30% of principal per trade on purchases of French securities and 0.10% of principal per trade on purchases of Italian securities may be assessed.

## CDs

Securities	Range of Fees from Participation in Selling Group	Range of Fees from Underwriting
CDs—CDIPs (Inflation Protected)	• 0.1% to 2% of the investment amount	• 0.1% to 2.5% of the investment amount
Structured Products (Market-linked CDs)	• 0.05% to 5% of the investment amount	N/A

### U.S. Treasury, including TIPS—Auction Purchases

Online **No charge**

Rep-Assisted **\$19.95 per trade**

### SECONDARY MARKET TRANSACTIONS

Mark-ups for all secondary bond (fixed-income) trades are listed below.

### U.S. Treasury, including TIPS

Online **No charge**

Rep-Assisted **\$19.95\***

### All Other Bonds

Online **\$1.00 per bond**

Rep-Assisted **\$1.00 per bond\***

\*Rep-Assisted \$19.95 minimum

Please note that a \$250 maximum applies to all trades and is reduced to a \$50 maximum for bonds maturing in one year or less.

*Bond orders cannot be placed through FAST®.*

*The offering broker, which may be our affiliate National Financial Services ("NFS"), may separately mark up or mark down the price of the security and may realize a trading profit or loss on the transaction. If NFS is not the offering broker, Fidelity compensation is limited to the prices above.*

### Foreign Fixed-Income Trading

When purchasing a foreign currency-denominated fixed-income security for settlement in USD, the following additional charges will apply:

<\$1M	0.30% of principal
\$1M–\$5M	0.20% of principal
>\$5M	negotiated rate

## MUTUAL FUNDS

This section only describes fees associated with your account. Fees charged by a fund itself (for example, expense ratios, redemption fees [if any], exchange fees [if any], sales charges [for certain load funds]) are in the fund's prospectus. Read it carefully before you invest.

### Fidelity Funds

All Methods **No transaction fee**

### FundsNetwork Funds

Through FundsNetwork®, your account provides access to over 5,700 mutual funds. At the time you purchase shares of funds, those shares will be assigned either a transaction fee (TF), a no transaction fee (NTF) or a load status. When you subsequently sell those shares, any applicable fees will be assessed based on the status assigned to the shares at the time of purchase.

Fidelity Brokerage Services LLC, or its affiliates, may receive compensation in connection with the purchase and/or the ongoing maintenance of positions in certain mutual funds in your account. FBS may also receive compensation for such things as systems development necessary to establish a fund on its systems, a fund's attendance at events for FBS's clients and/or representatives, and opportunities for the fund to promote its products and services. This compensation may take the form of sales loads and 12b-1 fees described in the prospectus, as well as program participation and maintenance fees, start-up fees, and infrastructure support paid by the fund, its investment advisor, or an affiliate.

### FundsNetwork No Transaction Fee Funds.

All Methods **No transaction fee\*** Most NTF Funds will have no load.

**Certain NTF Funds will be available load waived.**

### Short-term Trading Fees

Fidelity charges a short-term trading fee each time you sell or exchange shares of a FundsNetwork NTF fund held less than 60 days. This fee does not apply to Fidelity funds, money market funds, FundsNetwork Transaction Fee funds, FundsNetwork load funds, funds redeemed through the Personal

Withdrawal Service, or shares purchased through dividend reinvestment. In addition, Fidelity reserves the right to exempt other funds from this fee, such as funds designed to achieve their stated objective on a short-term basis. The fee will be based on the following fee schedule:

Online **\$49.95 flat fee**

Fidelity Automated Service Telephone (FAST®): **0.5625% of principal** (25% off representative-assisted rates), maximum \$187.50, minimum \$75

Representative-Assisted: **0.75% of principal**, maximum \$250, minimum \$100

Keep in mind that the short-term trading fee charged by Fidelity on FundsNetwork NTF funds is different and separate from a short-term redemption fee assessed by the fund itself. Not all funds have short-term redemption fees, so please review the fund's prospectus to learn more about a potential short-term redemption fee charged by a particular fund.

\*Fidelity reserves the right to change the funds available without transaction fees and reinstate the fees on any funds.

### FundsNetwork Transaction-Fee Funds

#### Purchases:

Online: **\$49.95 or \$75 per purchase.** To identify any applicable transaction fees associated with the purchase of a given fund, please refer to the "Fees and Distributions" tab on the individual fund page on Fidelity.com.

FAST®: **0.5625% of principal per purchase;** minimum \$75, maximum \$187.50

Rep-Assisted: **0.75% of principal per purchase;** minimum \$100, maximum \$250

#### Redemptions:

Fidelity does not charge a transaction fee on any redemption of shares of a transaction-fee fund that were purchased with no load. A fund's own redemption fees may apply.

You can buy shares in a transaction-fee fund from its principal underwriter or distributor without a Fidelity transaction fee.

### FundsNetwork Load Funds

**A fund's sales charges may apply.** Fidelity does not charge a transaction fee on a load fund. A fund's own redemption fees may apply.

## FOREIGN STOCKS

Fidelity offers you two different ways to trade foreign stocks. You can utilize either Fidelity's "International Trading" functionality or its "Foreign Ordinary Share Trading" service. Depending on the service, different commissions, taxes and fees may apply as more fully described below. You can also call a Fidelity representative for further detail.

### International Trading

*International Trading* allows customers to trade stocks from 25 countries and exchange between 16 currencies. These trades are placed using a root symbol, followed by a colon (:) and then the two-letter country code for the market the customer wants to trade in. The commission and additional charges that may apply for International Trading will vary as noted below, depending on the market and whether the trade is placed online or through a representative. Please also note that if a security trading on an exchange in one of the markets noted below is only listed for trading in a currency other than that country's local market's currency, then the commissions and fees that will be charged will be based on the currency the security is trading in instead of the local market's currency. The list of countries, currencies, taxes, and fees provided below is subject to change without notice.

### Austria, Belgium, Finland, France, Germany, Greece, Ireland, Italy, Netherlands, Portugal, and Spain

Online **19 EUR per trade**

Rep-Assisted **€50 EUR per trade**

*Note: There may be additional fees or taxes imposed on transactions in certain securities including: Financial Transaction Tax: 0.30% of principal per trade on purchases of French securities and 0.10% of principal per trade on purchases of Italian securities.*

Stamp Tax **1.00% of principal per trade** on purchases of Irish securities.

### Australia

Online **\$32 AUD per trade**

Rep-Assisted **\$70 AUD per trade**

### Canada

Online **\$19 CAD per trade**

Rep-Assisted **\$70 CAD per trade**

## Denmark

Online **160 DKK per trade**  
Rep-Assisted **420 DKK per trade**

## Hong Kong

Online **HK\$250 HKD per trade**  
Rep-Assisted **HK\$600 HKD per trade**

*Note: Additional fees or taxes imposed on transactions in Hong Kong securities include:*

Transaction Levy **0.003% of principal** per trade  
Trading Fee **0.005% of principal** per trade  
Stamp Duty **0.10% of principal** per trade

## Japan

Online **¥3,000 JPY per trade**  
Rep-Assisted **¥8,000 JPY per trade**

## Mexico

Online **\$360 MXN per trade**  
Rep-Assisted **\$960 MXN per trade**

## New Zealand

Online **\$35 NZD per trade**  
Rep-Assisted **\$90 NZD per trade**

## Norway

Online **kr160 NOK per trade**  
Rep-Assisted **kr400 NOK per trade**

## Poland

Online **90 PLN per trade**  
Rep-Assisted **235 PLN per trade**

## S. Africa

Online **225 ZAR per trade**  
Rep-Assisted **600 ZAR per trade**

*Note: Additional fees or taxes imposed on transactions in S. African securities include:*

Securities Transfer Tax: **0.25% of principal** on purchases

## Singapore

Online **\$35 SGD per trade**  
Rep-Assisted **\$90 SGD per trade**

*Note: Additional fees or taxes imposed on transactions in Singapore securities include:*

Clearing fee **0.04% of principal** per trade

## Sweden

Online **kr180 SEK per trade**  
Rep-Assisted **kr480 SEK per trade**

## Switzerland

Online **CHF25 CHF per trade**  
Rep-Assisted **CHF65 CHF per trade**

## United Kingdom

Online **£9 GBP per trade**  
Rep-Assisted **£30 GBP per trade**

*Note: Additional fees or taxes imposed on transactions in UK securities include: PTM Levy **£1 GBP** per trade where principal amount is >£10,000 GBP Stamp Duty **0.50% of principal** only on purchases*

*There may also be further fees, taxes, or other charges assessed when conducting transactions in foreign securities beyond those described here. Details regarding these charges are available from a Fidelity representative. These fees, taxes, and charges, if any, will be disclosed on your trade confirmation (either individually or in the aggregate) and/or may be incorporated into the execution price.*

## Foreign Currency Exchange

*In addition to the commissions, taxes, fees, and other charges noted above, a currency exchange fee (in the form of a mark-up or mark-down on the exchange rate) will be charged based on the size of the currency conversion, pursuant to the following schedule:*

<\$100K	1.0% of principal
\$100K-<\$250K	0.75% of principal
\$250K-<\$500K	0.50% of principal
\$500K-<\$1M	0.30% of principal
\$1M+	0-0.20% of principal

## Foreign Ordinary Share Trading

*Foreign Ordinary Share Trading* allows customers to trade shares in foreign corporations on the over-the-counter (OTC) market using a five-character symbol ending in "F." Trades in foreign ordinary shares can be placed online or through a Fidelity representative. In either case, the domestic commission schedule for stocks/ETFs will apply. A \$50 fee will also be charged on each transaction in any foreign ordinary stock that is not Depository Trust Company eligible. Depending on the security and the market, additional charges will apply, as described below. There may also be further fees, taxes, or other charges assessed when conducting transactions in foreign securities beyond those described here. Details regarding these charges are available from a Fidelity representative. These fees and taxes, if any, will be disclosed on the trade confirmation (either individually or in the aggregate) and/or may be incorporated into the execution price.

## Canada

When trading in Canadian-listed stocks, orders may be routed to brokers in Canada. Dually listed Canadian stocks may be routed to a Canadian broker or U.S. market center for execution. If the order is routed to a Canadian broker, a local broker's fee of \$0.0015 CAD per share if the price of the stock is less than or equal to \$0.10 CAD, \$0.0025 CAD per share if the price of the stock is greater than \$0.10 and less than \$1 CAD, and \$0.005 per share if the price of the stock is greater than or equal to \$1 CAD, and a foreign exchange fee of up to 0.01% of the principal may also be incorporated into the execution price.

## All Other Countries

For every country other than Canada, shares will generally be traded on the over-the-counter market through a U.S. market maker, unless you direct otherwise when you place your trade through a representative. In that situation (that is, if you direct that the transaction occur other than on the over-the-counter market), an additional foreign exchange fee of up to 0.30% of principal per trade may be incorporated into the execution price.

## OTHER INVESTMENTS

### Commercial Paper \$50 per transaction

**Unit Investment Trusts (UITs) \$35 minimum per redemption;** no fee to purchase. Fidelity makes certain new issue products available without a separate transaction fee. Fidelity receives compensation for participating in the offering as a selling group member. Fees from participating in the selling group range from 1% to 4% of the public offering price. Fidelity may also receive compensation for reaching certain sales levels, which range from 0.001%–0.0025% of the monthly volume sold.

### Precious Metals

Buy	Gross Amount	% Charged on Gross Amount	Sell	Gross Amount	% Charged on Gross Amount
\$0–\$9,999		2.90%	\$0–\$49,999		2.00%
\$10,000–\$49,999		2.50%	\$50,000–\$249,999		1.00%
\$50,000–\$99,999		1.98%	\$250,000+*		0.75%
\$100,000+*		0.99%			

\*Delivery charges and applicable taxes if you take delivery

Fidelity charges a quarterly storage fee of 0.125% of the total value or \$3.75, whichever is greater. Storage fees are pre-billed based on the value of the precious metals in the marketplace at the time of billing.

*For more information on these other investments and the cost of a specific transaction, contact Fidelity at 800-544-6666. Minimum fee per precious metals transaction: \$44. Minimum precious metals purchase: \$2,500 (\$1,000 for IRAs).*

## OTHER FEES AND COMPENSATION

**Foreign Currency Wires up to 3% of principal;** charged when converting USD to wire funds in a foreign currency

**Foreign Dividends/Reorganizations 1% of principal;** charged when a dividend is paid or a reorganization event occurs on a foreign asset held in an account in USD

**Debit Card and ATM Fees** There is no annual fee for the Fidelity® Debit Card. Your Fidelity Cash Management account will automatically be reimbursed for all ATM fees charged by other institutions while using the Fidelity® Debit Card at any ATM displaying the Visa®, Plus®, or Star® logos. The reimbursement will be credited to the account the same day the ATM fee is debited. Please note there may be a foreign transaction fee of 1% included in the amount charged to your account.

The Fidelity® Debit Card is issued by PNC Bank, N.A., and the debit card program is administered by BNY Mellon Investment Servicing Trust Company. These entities are not affiliated with each other or with Fidelity. Visa is a registered trademark of Visa International Service Association, and is used by PNC Bank pursuant to a license from Visa U.S.A. Inc.

**Transfer and Ship Certificates \$100 per certificate;** applies only to customers who have certificate shares reregistered and shipped; waived for households that meet certain asset and trade minimums at Fidelity<sup>2</sup>

## Fee and Trading Policies

Commissions will be charged per order. For commission purposes, orders executed over multiple days will be treated as separate orders. Unless noted otherwise, all fees and commissions are debited from your core account.

## Fee Waiver Eligibility

To determine your eligibility for fee waivers, we group the assets and trading activity of all of the eligible accounts shown on your periodic account statement.

Eligible accounts generally include those maintained with Fidelity Service Company, Inc., or FBS [such as 401(k), 403(b), or 457 plan assets] or held in Fidelity Investments Life Insurance Company accounts, Fidelity Portfolio Advisory Service® or Fidelity® Personalized Portfolios accounts. Assets maintained by Fidelity Personal Trust Company, FSB, are generally not included. We may include other assets at our discretion.


We will review your account periodically to confirm that your household is receiving the best fee waivers it qualifies for, and may change your fee waiver eligibility at any time based on these reviews. We update fee waiver eligibility across household accounts promptly after a daily review of trading activity, and monthly after a review of household assets. All trading activity is measured on a rolling 12-month basis.

If you believe there are eligible accounts within your household that are not being counted in our fee waiver eligibility process—for example, accounts held by immediate family members who reside with you—you may authorize Fidelity to consolidate these accounts into an aggregated relationship household and review them for eligibility. Any resulting fee waivers would extend both to you and to all immediate family members residing with you. Most customers receive only a single customer reporting statement from Fidelity and do not need to take any action. However, for more information, go to [Fidelity.com/goto/commissions](https://www.fidelity.com/goto/commissions) or call us at 800-544-6666.

## Prospectuses and Fact Sheets

Free prospectuses are available for UITs, Fidelity funds, and Fidelity FundsNetwork® funds. Fact sheets are available for certificates of deposit. To obtain any of these documents, and for other information on any fund offered through Fidelity, including charges and expenses, call 800-544-6666 or visit [Fidelity.com](https://www.fidelity.com).

<sup>2</sup>Households with \$1 million or more in assets or \$25,000 or more in assets + 120 trades a year. For details, see Fee Waiver Eligibility section above.

<b>FACTS</b>	<p><b>What do Fidelity Investments and the Fidelity Funds do with your personal information?</b></p> 	
<b>WHY?</b>	<p>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.</p>	
<b>WHAT?</b>	<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>	
<b>HOW?</b>	<p>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.</p>	
<b>REASONS WE CAN SHARE YOUR PERSONAL INFORMATION</b>	<b>DOES FIDELITY SHARE?</b>	<b>CAN YOU LIMIT THIS SHARING?</b>
<p><b>For our everyday business purposes—</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus</p>	Yes	No
<p><b>For our marketing purposes—</b> to offer our products and services to you</p>	Yes	No
<p><b>For joint marketing with other financial companies</b></p>	No	We don't share
<p><b>For our affiliates' everyday business purposes—</b> information about your transactions and experiences</p>	Yes	No
<p><b>For our affiliates' everyday business purposes—</b> information about your creditworthiness</p>	No	We don't share
<p><b>For nonaffiliates to market to you</b></p>	No	We don't share
<b>QUESTIONS?</b>	<p>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.</p>	

<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>	We collect your personal information, for example, when you <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> We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
<b>Why can't I limit all sharing?</b>	Federal law gives you the right to limit only <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> State laws and individual companies may give you additional rights to limit sharing.
<b>DEFINITIONS</b>	
<b>Affiliates</b>	Companies related by common ownership or control. They can be financial and nonfinancial companies. <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>	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <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>	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <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="http://Fidelity.com">Fidelity.com</a>.</p>	
<b>WHO IS PROVIDING THIS NOTICE?</b>	
<p>Fidelity Investments companies: Fidelity Brokerage Services LLC; Fidelity Distributors Company LLC; Fidelity Investments Institutional Operations Company, LLC; Fidelity Management Trust Company; Fidelity Personal Trust Company, FSB; Fidelity Personal and Workplace Advisors LLC; Fidelity Investments Life Insurance Company; Empire Fidelity Investments Life Insurance Company; Fidelity Insurance Agency, Inc.; National Financial Services LLC; Strategic Advisers LLC; Fidelity Institutional Wealth Adviser LLC; FIAM LLC; Fidelity Health Insurance Services, LLC.</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> <p>The Fidelity Funds, which include funds advised by Strategic Advisers 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.





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