

CLIENT AGREEMENT

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

1. General Agreement. This Client Agreement (the "Agreement") specifies the terms and conditions under which Fidelity Personal and Workplace Advisors LLC ("FPWA," and collectively with its affiliates, "Fidelity" or "Fidelity Investments," "us" or "we") will provide discretionary investment management services and access to non-discretionary financial planning services to the client ("you") enrolled in the Fidelity® Wealth Services program (the "Program"). By completing the Program Account documentation and agreeing to the terms of service contained therein (whether electronic or paper, the "Account Documentation"), you agree to the terms of this Agreement. By completing the Account Documentation, you also agree to establish a brokerage account with Fidelity Brokerage Services LLC ("FBS"), an introducing broker-dealer affiliated with FPWA (each a "Program Account").

As described below, the Program offers three service levels that provide a range of discretionary investment management services, assistance from one or more Fidelity representatives based on service level, and access to financial planning services (collectively, the "Program Services"). The Program service levels are Advisory Services Team, Wealth Management, and Private Wealth Management. Discretionary investment management services are provided through one or more Program Accounts. By enrolling in the Program, you agree to conduct business with Fidelity and its affiliates electronically, which necessarily includes having your personal financial information transmitted electronically, and to electronic delivery of all documents (including your initial notice of our privacy policy) and communications related to the Program and this Program Account, and to all of your other Fidelity accounts, as detailed in the Electronic Delivery Agreement, which is incorporated herein by reference.

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

2. Discretionary Investment Management Services. As described below, FPWA will assess your financial information to suggest an asset allocation strategy with respect to the management of your Program Account(s), as appropriate. Based on the asset allocation, selected investment preferences, tax status of your Program Account, service level and investment amount, such account may be invested in Fidelity mutual funds or exchange-traded products ("ETPs"), non-Fidelity mutual funds or ETPs, or individual securities (collectively, "Portfolio Investments"). ETPs can include exchange-traded funds, exchange-traded notes, unit investment trusts, closed-end funds, master limited partnerships, and certain trusts. You hereby grant discretionary authority to FPWA with respect to your Program Account and appoint FPWA as your agent and attorney-in-fact to purchase, redeem, or exchange eligible securities held in your Account on your behalf. In connection with such authority, FPWA has retained the services of Strategic Advisers to provide day-to-day portfolio management services for your Program Account, which includes the authority to determine which securities to purchase and sell and the total amount of such purchases and sales. FPWA or Strategic Advisers will instruct FBS as to which securities to purchase or sell and the total amount thereof. You authorize FBS to accept such trading instructions.

(a) Profiling and Investment Proposal

FPWA will gather and analyze data and information that you provide concerning your goals, investment objectives, financial situation, existing investments, risk tolerance, time horizon, and personal preferences, in addition to certain other data and information (all such data and information is referred to herein as your "Profile Information"). FPWA will rely on your Profile Information to provide you with Program Services under this Agreement. You acknowledge that the information you provide to FPWA will be accurate and correct, and agree that you will promptly advise FPWA if any of the information you have provided becomes materially inaccurate.

Prior to opening a Program Account, you will receive an investment proposal (each, an "Investment Proposal") reflective of your Profile Information and investment preferences with respect to each proposed Program Account. You may invest assets in a tax-advantaged account (each, a "Retirement Program Account"), a taxable account managed using tax-smart investing techniques as described in the Program Fundamentals (each, a "Tax-Smart Program Account"), or, if appropriate, a BlackRock Diversified Income Portfolio ("BDIP") Program Account (as described below).



(b) Asset Allocation

Based on your Profile Information, FPWA will propose a long-term asset allocation for each of your investment goals, which may have one or more Program Accounts associated with it (each, an "Asset Allocation"), as appropriate. You may select the Asset Allocation proposed in the Investment Proposal or a different Asset Allocation that meets certain parameters set by FPWA. Your Program Account(s) will be managed and rebalanced over time to align with the selected Asset Allocation, as appropriate. If you select an Asset Allocation different from that proposed by FPWA, you understand and acknowledge that you are directing that your Program Account(s) be managed according to such Asset Allocation and that the performance of your Program Account(s) will likely differ, at times significantly, from the performance of an account managed according to the Asset Allocation originally proposed by FPWA. FPWA will not change your Asset Allocation unless there has been a change to your Profile Information that results in our proposing a different Asset Allocation, or the Asset Allocation you have selected is no longer available to you based on your Profile Information; provided, however, that if you have elected to have one or more Program Accounts included in a goal-based plan, we will not implement an Asset Allocation change for Program Accounts included in a goal-based plan until you have agreed to such change. You should refer to the Program documentation provided in connection with your annual review of your Asset Allocation for more information. The composition of Program Accounts managed using the same Asset Allocation may differ for a variety of reasons, including, but not limited to, the timing of client investments and withdrawals, and any client-imposed investment restrictions. While a Tax-Smart Program Account will be managed in accordance with the Asset Allocation you select, the underlying portfolio of securities proposed will vary from client to client, perhaps significantly, depending on each client's individual situation.

(c) Investments in Your Program Account

As described in the Program Fundamentals, the Program offers multiple investment approaches and universes for the management of a Program Account, with different mixes of Portfolio Investments. You may select from among these investment approaches and universes based on your goals for your Program Account(s), the tax status of your Program Account(s), and the amount invested, and your investment preference selection will be reflected in your Investment Proposal. To the extent you decide to modify the Asset Allocation of a Tax-Smart Program Account by increasing or decreasing the exposure to international stocks, you acknowledge that you have requested that we manage your Program Account with an increased or decreased exposure to international equity securities and understand that international securities perform differently from, and are subject to different risks than, domestic securities. Please note that clients in the Advisory Services Team service level of the Program do not have access to certain advanced investment management techniques, as described in the Program Fundamentals.

Depending on your Asset Allocation, Profile Information, and investment amount, we may propose that we invest your Wealth Management or Private Wealth Management Tax-Smart Program Account using one or more separately managed account sleeves ("SMA Sleeves") aligned to certain primary asset classes (domestic stocks or foreign stocks). By accepting our proposal to use SMA Sleeves with respect to one or more of the primary asset classes, you acknowledge that (i) Strategic Advisers will use its discretion in allocating your assets between mutual funds, ETPs, and the SMA Sleeves and within and among the SMA Sleeves, and (ii) Strategic Advisers will have the discretion to use any new SMA Sleeve that we may introduce in the future that is aligned to such primary asset class. As part of its discretionary management services, Strategic Advisers can engage affiliated and unaffiliated investment advisors ("Model Providers") to provide investment models used in managing an SMA Sleeve. Strategic Advisers may use some, all, or none of the investment models provided when managing an SMA Sleeve. You understand that there is an additional fee associated with any SMA Sleeve where an unaffiliated Model Provider is used and agree to pay any associated fees. Please see the Fee Supplement to this Agreement (the "Fee Supplement") for additional details. You may request the removal of an SMA Sleeve by contacting a Fidelity representative.

Depending on your Profile Information and investment amount, you may elect to hold assets in a BDIP Program Account where BlackRock Investment Management, LLC ("BlackRock") serves as the Model Provider to Strategic Advisers. You should understand that if you select BDIP, Strategic Advisers will provide discretionary portfolio management of your BDIP Program Account; BlackRock will have no discretionary investment authority but will provide an investment model to Strategic Advisers for its consideration. In addition, BDIP Program Accounts are not managed based on an asset allocation strategy or investment preference, and tax-smart investing techniques are not used. Your Program Account may hold a fractional share interest in an ETP or individual security. Such fractional share interest may be transferred to another Fidelity brokerage account, but cannot be transferred to another broker; instead, you must sell any fractional share position and transfer the proceeds of the sale. The sale of a fractional share could result in you incurring a taxable gain or loss.

A Fidelity money market fund will serve as the core position for each of your Program Accounts ("Core Position"). Your Core Position is used to hold any Program Account assets pending investment or withdrawal, except as otherwise provided in Section 14(a) below. You could lose money in a money market fund investment. Although the fund seeks to preserve the value of your investment at \$1.00 per share, it cannot guarantee it will do so. An investment in the fund is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Fidelity and its affiliates, the fund's sponsor, have 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. Fidelity's government and U.S. Treasury money market funds will not impose a fee upon the sale of your shares, nor temporarily suspend your ability to sell shares if the fund's weekly liquid assets fall below 30% of its total assets because of market conditions or other factors.

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

(d) Reasonable Restrictions

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

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

In order to enroll in the Service, you must agree to invest and maintain a minimum of \$50,000 in at least one Program Account. We reserve the right to close any Program Account if the account balance falls below \$50,000. As described in the Program Fundamentals, some service levels and investment preferences require higher minimum account balances. Account minimums are subject to change in our sole discretion. In order to enroll in the Program, you must: (i) be a U.S. person (including a U.S. resident alien), (ii) typically reside in the U.S., and (iii) have a valid U.S. taxpayer identification number. The Program is not available to foreign investors, and if you or another individual associated with your Program Account(s) resides outside the U.S. and you have an existing relationship with Fidelity, Fidelity will, in its sole discretion, either terminate that relationship or modify your rights to access any or all account features, products, or services. By enrolling in the Program, you acknowledge that Fidelity does not solicit offers to buy or sell securities, or any other product or service, or offer investment advice, to any person in any jurisdiction where such offer, solicitation, purchase, or sale would be unlawful under the laws of such jurisdiction.

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

Residents of Louisiana: If you are opening a joint account in Louisiana, you should be aware that Louisiana does not recognize certain types of joint account registrations. As a result, Fidelity will establish a joint account only when directed by you to do so and only when you direct Fidelity to establish such account as tenants in common. In connection with your direction to establish this type of joint account, each account owner expressly and irrevocably renounces the right to concur in the disposition or alienation of the account by the other account owner for the entire time the account is open, or the longest term allowed by applicable law.

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

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

4. Personal Service. Upon enrollment in the Program, you will have access to one or more Fidelity representatives who will support our delivery of the Program Services, as described in the Program Fundamentals. Advisory Services Team clients are not assigned a dedicated Fidelity representative; instead, such clients will have access to a centralized team of phone-based Fidelity representatives. Wealth Management and Private Wealth Management clients will be assigned a dedicated Fidelity representative.

5. Financial Planning Services. At your request, a Fidelity representative can provide financial planning services to help evaluate your ability to meet identified goals based, in large part, on your Profile Information. The specifics of the financial planning services that may be provided to you (the "Financial Planning Services") are a function of your circumstances and the service level of the Program you have chosen to enroll in. In general, Financial Planning Services include the following:

- (i) Understanding your needs and goals; and
- (ii) Asset allocation modeling, which evaluates your ability to meet an identified goal based on current asset allocation of the accounts aligned with that goal and any proposed Asset Allocation for that goal.

Depending on the complexity of your financial situation and/or assets held in Program Accounts, we may also provide an analysis of your net worth and identify general strategies to help you evaluate financial needs such as retirement income, college savings, wealth protection, employee benefits planning (e.g., equity compensation arrangements), and tax or estate planning strategies. Please note that clients in the Advisory Services Team service level of the Program do not have access to certain advanced financial planning techniques, as described in the Program Fundamentals.

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

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

(a) All clients with Goal-Based Accounts

If you have previously granted, or in the future grant, Limited Authority, Full Authority, or Power of Attorney (collectively referred to as "Authority") over one or more of your Goal-Based Accounts, the terms of your grant are hereby amended to remove the ability of anyone other than you to take any of the actions described in Section 6(b)(i)-(iii) below for your Goal-Based Accounts; provided, however, that such amendment will not take effect if you, and as applicable, your planning partner, grant Authority to the same person with respect to all the Goal-Based Accounts associated with a particular goal.

(b) Planning Partners with Goal-Based Accounts

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

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

(iv) View your Goal-Based Accounts online.

(c) Indemnification for Goal-Based Authority

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

7. Fidelity Personal Trust Company, FSB Services. Where Fidelity Personal Trust Company, FSB ("FPTC") acts as the trustee or co-trustee of one of your Program Accounts ("Program Trust Accounts"), in addition to the Program fees identified in Section 8 below, trust administration fees are applicable as set forth in FPTC's separate fee schedule ("FPTC schedule"). FPTC may provide additional services, including management of certain assets not included in a Program Account, for an additional fee. You acknowledge that the Program fees are in addition to any FPTC fees incurred pursuant to the FPTC schedule, and you authorize the deduction of these fees from the Program Trust Account(s). Program Trust Accounts will not directly participate in the Financial Planning Services described herein. If Program Services are provided for the benefit of Program Trust Accounts, references to "client" throughout this document assume FPTC is trustee or co-trustee of the applicable trust. For Program Trust Accounts, you acknowledge that FPTC exercises proxy voting solely in its capacity as trustee or co-trustee and not in its capacity as investment manager. You may contact FPTC to obtain a copy of FPTC's proxy voting policy.

8. Advisory Fees, Credit Amount, and SMA Manager Fee. You agree to pay the annual net advisory fee, charged quarterly, based on the market value of your Program Account assets. The annual net advisory fee is applied on a quarterly basis, in arrears, and is deducted from your Program Account. The amount of the Gross Advisory Fee differs depending on the service level in which you are enrolled. For additional details about advisory fees applicable to your Program Account(s), please refer to the Fee Supplement to this Agreement and the Program Fundamentals, each of which is incorporated herein. The advisory fee you pay covers the ongoing management of your Program Account(s) assets, including the commissions associated with the purchase and sale of Portfolio Investments effected through our affiliated broker-dealers, custody services provided by our affiliates, the communications sent to you to keep you informed about your Program Account(s), the service you receive from Fidelity representatives, and the provision of Financial Planning Services. With respect to Retirement Program Accounts, the annual net advisory fee is solely attributable to Program Services associated with such Program Accounts. Your net advisory fee is prorated based on days that your Program Account(s) received portfolio management services during each calendar quarter. Should your participation in the Program terminate during a calendar quarter, we will prorate the fee for the number of days that your Program Account assets were managed for the quarter.

Your net advisory fee is based on your annual gross advisory fee as reduced by a Credit Amount. The Credit Amount seeks to reduce the advisory fees received by FPWA by the amount of the compensation, if any, Fidelity retains from mutual funds or ETPs (or their affiliates) that is derived as a direct result of investments by Program Accounts. Compensation that is not directly derived from Program Account assets is not included in the Credit Amount. In addition to the net advisory fee, you agree to pay an "SMA Sleeve Manager Fee" based on amounts invested where a Model Provider that is unaffiliated with FPWA is used. Please note that any amounts invested in an SMA Sleeve will be subject to the Credit Amount only to the extent that the SMA Sleeve holds Portfolio Investments for which Fidelity receives compensation as described above. For additional details about the Credit Amount applicable to your Program Account(s) and SMA Sleeve Manager Fees, please refer to the Fee Supplement to this Agreement.

The annual advisory fee does not cover charges resulting from trades effected with or through broker-dealers other than our affiliates, or markups and markdowns, transfer taxes, exchange fees, regulatory fees, odd-lot differentials, handling charges, electronic funds and wire transfer fees, and any other charges imposed by law or otherwise agreed to with regard to your Program Account(s). These charges will be reflected on your trade confirmations and/or statements to the extent applicable.

The net advisory fee does not include underlying mutual fund or ETP expenses charged at the individual investment level for any mutual funds or ETPs in your Program Account(s). These are the standard expenses that all shareholders pay. As described above, the Credit Amount will include certain of these underlying mutual fund or ETP expenses that will be paid to Fidelity.

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

9. Program Account Funding and Portfolio Management. A Fidelity representative will work with you to collect Profile Information and will also assist you with the account opening process, which includes but is not limited to, our receipt of the cash used to fund the account, the sale of ineligible securities (as defined below) to fund the account, and our receipt of tax basis information as applicable. Once we receive all required information and the account opening process, including the sale of ineligible securities and the receipt of sufficient funding (which may be our per account minimum or a different amount included in your account documentation), is complete, your Program Account will be reviewed for investment and will typically begin trading within seven business days. You may transfer eligible and/or ineligible securities (as defined below), in kind, in order to fund a Program Account. Transferred securities, whether eligible or ineligible, must be held free and clear of any liens, pledges, or other

legal or contractual restrictions. We reserve the right to reject transferred securities that may generally be used to fund a Program Account due to internal guidelines, or state or federal regulations, or to transfer an ineligible security back to your source account or to another like-registered account held at Fidelity at our discretion.

If you deposit, transfer, or contribute eligible mutual funds, ETPs, or individual securities into a Program Account, you acknowledge that they will be managed on a discretionary basis by Strategic Advisers once your Program Account is considered in good order. If you transfer mutual fund shares into a Program Account and such shares are retained as part of the Program Account, they will be subject to the fee crediting program described herein.

You may also elect to transfer ineligible securities in-kind into a Program Account for purposes of funding your Program Account. Ineligible securities generally include mutual fund shares, interests in ETPs or individual securities that we believe, in our discretion, would not be appropriate for your managed portfolio. By transferring ineligible securities in-kind into a Program Account, you are directing us to liquidate those securities on your behalf as soon as reasonably practicable and use the proceeds from such liquidations to purchase Portfolio Investments as appropriate for your Program Account. You acknowledge that (i) we do not consider the potential tax consequences of the sale of ineligible securities in any Program Account, (ii) we do not consider the potential tax consequences of the sale of eligible securities in a Retirement Program Account or a BDIP Program Account, (iii) we believe that appropriate asset allocation and diversification are of primary importance and apply tax-smart investing techniques as a secondary consideration in managing Tax-Smart Program Accounts, and (iv) you understand that if you fund a Tax-Smart Program Account with appreciated securities, whether eligible or ineligible, we could sell such securities at any time notwithstanding that the sale could trigger significant tax consequences.

You may be charged a redemption fee, as specified in the prospectus for each mutual fund, or any other fees applicable to the sale of transferred securities or applicable to the brokerage account from which eligible and/or ineligible securities are being liquidated or transferred. You may realize a taxable gain or loss when these shares are sold. In addition, when securities are purchased in Program Accounts, you may receive taxable distributions out of the earnings that have accrued prior to such purchases (a situation referred to as buying a dividend).

You acknowledge that assets held in a Tax-Smart Program Account that are allocated to a "Short-Term Position" sleeve in connection with a periodic withdrawal request or a request for gradual investing will not be managed on a discretionary basis, and you acknowledge that we will invest such assets in the Core Position. Amounts placed in the Short-Term Position sleeve are not subject to an annual gross advisory fee, and the Credit Amount calculation does not take into consideration compensation received by us in connection with Core Position investment of such assets.

In connection with ownership of non-U.S. securities, in order to comply with the rules and regulations of the non-U.S. market in which the security was issued, you authorize us to disclose your personal information, including, but not limited to, name, address, and country of citizenship and/or residence, in accordance with such rules and regulations, in order to ensure your rights and privileges as the owner of such securities.

The mutual funds that Program Accounts are invested in may have policies that restrict excessive trading. As a result, a fund may reject trade orders if it is deemed to represent excessive trading. In general, a fund may restrict future trade activity if it deems the excessive trading policy, as outlined in the fund prospectus, to have been violated (for example, a purchase and sale within a 30-day period). As a result, in order to comply with a fund's trading policies, we may be required to suspend management of your Program Account.

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

In certain instances, a "do-not-trade" order may be placed on your Program Account for reasons including, but not limited to, processing a trade correction, your request, or to comply with a court order or applicable law, rule, or regulation. During the time that a "do-not-trade" order is in place, discretionary Program Services will generally not be provided to your Program Account, and any deposits will not be invested. You acknowledge and agree that Fidelity is not responsible for any market loss experienced during the time that a "do-not-trade" order is in place.

When effecting trades for your Program Account, we may aggregate these trades with trades for other clients when, in our judgement, aggregation is in the best interests of all clients involved. Orders are aggregated to facilitate seeking best execution, to negotiate more favorable commission rates, or to allocate equitably among clients the effects of any market fluctuations that might

have otherwise occurred had these orders been placed independently. The transactions are averaged as to price and allocated as to amount according to the daily purchase and sale orders actually placed for each client's Program Account.

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

10. Prospectus. All investments in a Program Account are subject to the terms of the relevant prospectus, including associated fees, if any. Unless you instruct us otherwise, you, or your stated designee, will be sent prospectuses when mutual funds or ETPs are initially introduced to you and at any time a new one is purchased for a Program Account. If you receive the prospectus directly, you acknowledge that it is your responsibility to read all prospectuses, including the prospectus of any mutual fund into which you exchange, including its description of the fund, the fund's fees and charges, and the operation of the fund, when they are received, and to notify a Fidelity representative immediately of any terms of the prospectuses that are not acceptable to you.

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

12. Tax Issues. You may have an economic and taxable gain or loss when securities are sold or redeemed in a Program Account. Distributions may be taxable as ordinary income. You are responsible for all tax liabilities arising from transactions in a Program Account, for the adequacy and accuracy of any positions taken on your tax returns, for the actual filing of your tax returns, and the remittance of tax payments to taxing authorities. Tax laws and regulations change frequently and their application can vary widely based on the specific facts and circumstances involved. With respect to Tax-Smart Program Accounts, tax-smart investing techniques (including tax-loss harvesting) may be applied at our discretion, primarily with respect to determining when assets in a Tax-Smart Program Account should be bought or sold. We do not offer tax advice and do not actively manage for state or local taxes; foreign taxes on non-U.S. investments; or estate, gift, or generation-skipping transfer taxes. We can make no guarantees as to the effectiveness of these tax-smart investing techniques and our ability to deliver better after-tax returns, and you acknowledge that you could have significant tax consequences as a result of our management of a Tax-Smart Program Account. Please contact your tax advisor as necessary regarding your specific tax situation.

Although Fidelity may consider the potential effect of certain estate or tax strategies as part of our Financial Planning Services, any information presented to you in conjunction with the Program, including in providing Financial Planning Services, about tax considerations affecting financial transactions or estate arrangements is not intended as tax or legal advice and should not be relied upon for the purpose of avoiding any tax penalties. Your Program Account can invest in and hold fractional shares. You acknowledge that it is the intent of all parties to this Agreement that you will be treated as the owner of all fractional share interests allocated to your Program Account, and you agree to file all tax returns in accordance with such treatment and to take no action inconsistent with such treatment. Fidelity does not provide tax, accounting, or legal advice. You should review any planned financial transactions or arrangements that may have tax, accounting, or legal implications with your tax and legal advisors.

13. Proxy Voting, Legal Proceedings, and Trade Confirmations. In general, we do not acquire authority for, or exercise, proxy voting on your behalf in connection with the Program.

Unless you direct otherwise pursuant to the paragraph below, you will receive proxy materials directly from the issuers of Portfolio Investments, their service providers, or NFS. Neither FPWA nor Strategic Advisers will advise you on the voting of proxies. Any proxy voting must be exercised by you directly, and you are similarly responsible for any legal proceedings, including bankruptcies or class actions, involving securities (or the issuers of such securities) held or previously held in a Program Account. Unless you have elected to appoint Strategic Advisers as proxy voting agent, you hereby direct NFS not to vote or take any discretionary or voluntary action with respect to any fractional shares held in your Program Account and acknowledge that you cannot vote or take any discretionary or voluntary action with respect to any fractional share position. However, if you have elected to appoint Strategic Advisers as proxy voting agent on your behalf as described in the following paragraph, such fractional shares may be voted.

Notwithstanding the foregoing, and except with respect to Program Accounts for trusts for which FPTC is acting as trustee or co-trustee, you may request that Strategic Advisers act as your agent for receipt of certain legally required communications, including prospectuses, annual and semiannual reports, and proxy materials, for mutual funds and ETPs that are not managed by Fidelity Management & Research Company LLC ("FMRCo") or an affiliate thereof ("Non-Fidelity Portfolio Investments") and for individual securities held in your Program Account(s). You may also direct Strategic Advisers to act as your agent to vote proxies for the Portfolio Investments held in your Program Account(s) and agree to the following proxy voting directions: (i) for mutual funds and ETPs that are managed by FMRCo or an affiliate thereof ("Fidelity Portfolio Investments"), you instruct Strategic Advisers to vote proxies in the same proportion as the vote of all other holders of such Fidelity Portfolio Investment; and (ii) for Non-Fidelity Portfolio Investments, you instruct Strategic Advisers to vote proxies pursuant to the directions provided by Institutional Shareholder Services Inc. ("ISS"), an unaffiliated third-party proxy advisory services provider. To the extent that you elect to have Strategic Advisers act as your agent with respect to the voting of proxies, you acknowledge that (i) Strategic Advisers is acting solely

at your direction, and does not exercise discretion with respect to the voting of any proxy, and (ii) in some instances ISS will be unable to provide proxy voting directions to Strategic Advisers, in which case Strategic Advisers will not vote such proxy because it does not have discretion to determine how proxies are voted upon. A copy of ISS' summary proxy voting guidelines is available at Fidelity.com/information. Please contact a Fidelity representative for information about how proxies are voted.

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

14. Termination.

(a) Termination of Program Services

You may terminate Program Services at any time by written notice to FPWA. We may terminate or suspend Program Services for your Program Account(s) (or for any portion of a Program Account) upon thirty (30) days' notice to you, including, but not limited to, where you have not provided us with information we have requested in order to manage your Program Account(s), or if we determine that the Program is no longer appropriate for you. Certain instances may arise where we may need to suspend or terminate investment management of your Program Account(s) without prior notice, including, without limitation, if you or another individual associated with your Program Account(s) resides outside the United States, if we are notified of your death, or otherwise to comply with applicable law, rule, or regulation.

Upon termination of Program Services: (i) if your Program Account(s) hold shares of certain mutual funds or other securities that you would not be able to purchase directly as a retail investor, you agree that such shares will be redeemed and/or securities sold, and the proceeds invested in your Core Position; (ii) your Program Account will become a self-directed brokerage account under the terms of Section 14(b) below; and (iii) we will not take any action with regard to assets in your Program Account(s), except as directed by you. We will request instructions from you as to whether to (i) liquidate your Program Account(s) and send the proceeds to you or another account specified by you, and/or (ii) transfer the assets held in the Program Account(s) in kind to another account specified by you. You understand that if you are transferring the assets in your Program Account to an account at a non-Fidelity broker, any fractional shares you hold in your Program Account will not be transferred in-kind and you agree that such fractional shares of securities will be sold and the proceeds transferred to such other account specified by you. If you transfer assets in your Program Account to a Fidelity brokerage account, the Autoliquidate feature will be turned off in such Fidelity brokerage account so that, going forward, any fractional share positions will be handled like any other fractional share position acquired using Fractional Trading as described in the Customer Agreement governing your Fidelity brokerage account, and you will need to affirmatively sell those fractional share positions if you wish to sell your entire position of that security. Generally, liquidating trades of a Program Account will be placed within the next five business days of the termination of Program Services. Please note that, if we elect to close a Program Account that has fallen below a required minimum, all securities held in the Program Account can be sold and the proceeds will be made available to you. The sale of securities can result in capital gains for taxable Program Accounts. All settlement proceeds from liquidation transactions in your Program Account(s) will be held in your Core Position pending distribution. You acknowledge that liquidation of securities held in a taxable Program Account may result in significant tax consequences for you. We will place trading restrictions on your Program Account(s) pending your liquidation or transfer instructions, and we reserve the right, and you authorize us, to charge reasonable custody fees until such time as we receive such instructions from you. We also reserve the right, and you authorize us, to close your Program Account(s) and distribute any remaining cash proceeds to you (either at the time of the termination of the Agreement or at a later date). You are responsible for satisfying all debits on your Program Account(s), including any debit balance outstanding after all assets have been removed from an account and any costs (such as legal fees) that we incur in collecting the debit. In certain instances, we may settle a debit balance with money from another like-registered account at Fidelity. Termination will not affect (i) the validity of any action we have previously taken, (ii) any liabilities or obligations for transactions initiated before termination, or (iii) our right to retain fees for services rendered under this Agreement.

Note that if the termination of the Program Services is the result of you or another individual associated with your Program Services residing outside of the United States in any country other than Canada, then all settlement proceeds from liquidation transactions will be held as a free credit balance (the "Free Credit Balance") pending distribution, and will not be reinvested in your Core Position. The Free Credit Balance represents an amount payable to you on demand by Fidelity. Subject to applicable law, Fidelity may use this Free Credit Balance in connection with its business. Fidelity may, but is not required to pay you interest on this Free Credit Balance provided that the accrued interest for a given day is at least half a cent. Interest, if paid, will be based on a schedule set by Fidelity, which may change from time to time at Fidelity's sole discretion. Upon complete liquidation, the account will be closed. Please contact a Fidelity representative for additional information.

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

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

Upon termination of our Program Services to your Program Account(s), each Program Account will become a self-directed brokerage account with FBS over which you will have exclusive control and responsibility, subject to the terms specified below, and we will have no responsibility to manage or monitor the investment strategy or the securities held or sold in your self-directed

account. In such event, the activities that may be conducted in your account(s) will be restricted, and you will be responsible for FBS's ordinary brokerage fees and commissions. Please note that to the extent that a Program Account is converted to a self-directed brokerage account, the fee credit noted in Section 8 above will not apply. In general, the self-directed brokerage account that remains upon the suspension or termination of the Program Services may not be used for ongoing trading activity, other than for liquidations of positions, distributions, and transfers out of the account, and all instructions regarding the account must be communicated to a Fidelity representative in person or by telephone; electronic orders will not be accepted. No additional deposits to your Program Account(s) will be accepted other than earnings (such as dividends, interest, and capital gains) subject to automatic reinvestment.

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

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

You acknowledge and agree that FBS routes most of its orders to its affiliate, NFS. NFS transmits customer orders for execution to various exchanges or market centers based on a number of factors. These include size of the order, trading characteristics of the security, favorable execution prices (including the opportunity for price improvement), access to reliable market data, availability of efficient automated transaction processing, and execution cost. Some market centers may execute orders at prices superior to the publicly quoted market. NFS's order-routing policies are designed to result in transaction processing that is favorable to its customers. Where a customer directs the market center to which an order is routed, NFS will route the order to such market center in accordance with the customer's instructions without regard to its general order routing practices. FBS and/or NFS may receive remuneration, compensation, or other consideration for directing customer orders for equity securities held in self-directed brokerage accounts to certain market centers for execution. Such consideration may take the form of financial credits, monetary payments, rebates, volume discounts, or reciprocal business. The details of any credit, payment, rebate or other form of compensation received in connection with the routing of a particular order will be provided upon request, and an explanation of order-routing practices will be provided on an annual basis. NFS may execute certain self-directed brokerage account orders as principal. The offering broker, which may be NFS, may separately mark up or mark down the price of the security and may realize a trading profit or loss on the transaction. In addition, from time to time, NFS may provide aggregated trade execution data to customers and prospective customers.

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

You are responsible for ensuring that checks issued to you representing distributions from your account are promptly presented for payment. If a check issued to you from an account remains uncashed and outstanding for at least six months, you authorize and instruct Fidelity to cancel the check and return the underlying proceeds to you by check or by depositing the proceeds into your Core Position. Your account balance(s) and certain uncashed checks issued from your account(s) may be transferred to a state unclaimed property administrator if no activity occurs in the account or the check remains outstanding within the time period specified by the applicable state law.

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

Following your Program Account becoming a self-directed brokerage account, this Agreement may be terminated by you or FBS at any time. This Agreement will remain in effect until termination is acknowledged by an authorized representative of FBS; however, you acknowledge and agree that if you authorize the closing of the self-directed brokerage account through written or oral communication or by drawing down the balance of the self-directed brokerage account to zero, FBS may terminate this Agreement without sending written notice. You will remain responsible for all charges, debit items, or other transactions initiated or authorized by you with respect to your self-directed brokerage account, whether arising before or after termination of this Agreement. FBS reserves the right to charge a service fee or close any self-directed brokerage account that fails to meet certain minimum activity or balance requirements, or charge reasonable inactivity fees or to cease paying interest on the self-directed brokerage account, and further reserves the right to close any self-directed brokerage account or remit credit balances for any reason, including, but not limited to, insufficient investment activity in accordance with applicable law. FBS will notify you if any charges are imposed.

15. Risk Acknowledgment. The Program is subject to certain risks that are discussed in detail in the Program Fundamentals. You acknowledge that you have reviewed, understand, and accept these risks with respect to enrolling in the Program. We do not guarantee that (i) the results of the Program or the goals or objectives outlined as part of the Program will be met, or (ii) the objectives of the mutual funds and ETPs or your Program Account(s) will be met. In particular, you acknowledge that any projections made as part of the Program, including those made as part of Financial Planning Services, if applicable, are hypothetical in nature, are for illustrative purposes only, do not reflect actual investment results, and are not guarantees of future investment outcomes.

Except as otherwise provided by law and so long as we act in good faith, in accordance with applicable law, and in a manner consistent with our fiduciary duty to you, we and our affiliates will not be liable for:

- Any loss resulting from following your instructions or using inaccurate, outdated, or incomplete information you provide as part of your Profile Information,
- Any act or failure to act by FPWA, Strategic Advisers, or their respective affiliates and/or agents,
- Any act or failure to act by the issuer of a Portfolio Investment or any of their agents or any other third party, or
- Any loss in the market value of any of your Program Accounts.

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

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

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

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

- FBS and its affiliates may act in a number of non-advisory capacities in support of your relationship with Fidelity, including as a broker, dealer, custodian, or insurance agent, independent of the Program.
- FPTC may provide trustee services for your benefit, independent of the services outlined in this Agreement.
- Each Fidelity representative is a registered representative of FBS and may be a licensed insurance representative with Fidelity Insurance Agency, Inc. ("FIA"), and may assist you with products and services offered by these entities; these offerings are separate and distinct from the Program and are subject, as applicable, to separate terms, conditions and fees. Information about the source(s) and amount(s) of compensation, as well as other remuneration, received by FBS, FIA, and

their affiliates is more fully described in the FBS Form CRS and the Products, Services, and Conflicts of Interest disclosure document, available at [Fidelity.com/information](https://www.fidelity.com/information), or upon written request.

- You may receive information about accessing financial wellness or professional support resources and services that are offered by entities unaffiliated with Fidelity, some of which pay compensation to Fidelity if you use such resources or services. Such resources and services are not included as part of the Program, any applicable costs are in addition to the Program's advisory fee, and you agree and acknowledge that we are not responsible for the actions or services provided by such entities.
- You may be able to grant a security interest in the assets in a taxable Program Account in connection with a personal loan arrangement (a "Lending Agreement") with a lender ("Lender"), subject to our agreement and approval. Our decision to allow the assets in your Program Account to be used as collateral in connection with your Lending Agreement is done for your personal convenience and at your request and does not constitute a recommendation of such personal loan arrangement by us. In such cases, you hereby acknowledge that the discretionary investment management decisions made regarding assets held in your Program Account will not be made in consideration of your Lending Agreement, and that such discretionary investment management decisions can impact the Lender's decision to request further collateral or repayment of your loan. You further acknowledge that, in the event that the Lender asserts control over your Program Account pursuant to the terms of the Lending Agreement, the Lender will have the ability to terminate the Program Account's enrollment in the Program. Finally, you acknowledge that any request for a withdrawal of assets from the Program Account by the Lender can result in the liquidation of assets in your Program Account that could have negative tax consequences for you and cause discretionary investment management decisions to be made with respect to the remaining assets in your Program Account that could have further negative tax consequences for your Program Account.

17. Representations. Unless you are employed by us or any of our affiliates, you represent that you are independent of and unrelated to us and our affiliates. You represent that you have the authority to retain us to provide the Program and to negotiate the terms of and enter into this Agreement. You agree to notify us in writing of any event that might affect your authority or the validity of this Agreement. You agree to indemnify and hold us and our affiliates harmless from and against all losses, costs (including court costs), or damages, whether direct, indirect, special, incidental, consequential, punitive, or otherwise of any kind, as well as any claims, demands, proceedings, suits and actions, and all liabilities and expenses (including legal fees) resulting from, in connection with, or arising out of any actions taken or not taken by us or our affiliates in good faith reliance on representations made by or on behalf of you in this Agreement. If you have asked us to present financial planning analyses to you and another person, you consent to the sharing of information about you with such other person. You further agree that, if you have authorized someone to act on your behalf with respect to your Program Account(s), any and all disclosures may be provided solely to you or the individual acting on your behalf as part of the scope of their authority.

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

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

20. Miscellaneous, Account Features, Authorization to Invest in Affiliated Funds, and Additional Representations.

(a) Miscellaneous

- (i) This Agreement will bind and be for the benefit of the parties and their successors and permitted assigns. In addition, Strategic Advisers, NFS, FBS, FPTC, and FIA will each be a third-party beneficiary of this Agreement and will be entitled to enforce this Agreement as if it were a party.
- (ii) Notice is hereby given that your telephone conversations with us or our affiliates may be monitored and/or recorded, and, by agreeing to the terms of this Agreement, you consent to such monitoring and recording without further notice. You agree that Fidelity may create a digital representation of your voice (a "voiceprint") that may be used for verifying your identity when you contact Fidelity.
- (iii) You agree to keep secure your account number, username, and password, and any devices, such as mobile phones or other mobile device, you use in connection with your account(s). Electronic (including wired and wireless) communications may not be encrypted. You acknowledge that there is a risk that data, including email, electronic and wireless communications, and personal data, may be accessed by unauthorized third parties when communicated between you and Fidelity or between you and other parties.
- (iv) You authorize us to obtain and use information related to all your accounts, workplace plans or other benefits, or other information related to you that may be maintained by Fidelity, including without limitation information related to your accounts, participation, or benefits that Fidelity may obtain in connection with providing services to or through your employer or a workplace plan or other benefit. This information may be used by us for any purpose not prohibited by law, such as the

provision of enhanced or integrated services or more personalized communications but shall not be required to be used for any specific purpose.

- (v) This Agreement may not be assigned (within the meaning of the Investment Advisers Act of 1940, as amended (the "Advisers Act")), without your consent, which consent may be obtained by advance written notice to you of the assignment followed by your continued participation in the Program without objection.
- (vi) If any provision of this Agreement is or becomes inconsistent with any law or rule of any governmental or regulatory body having jurisdiction over the subject matter of this Agreement, the provision will be deemed rescinded or modified in accordance with such law or rule. In all other respects, this Agreement will continue in full force and effect. No term or provision of this Agreement may be waived except in writing, signed by the party against whom such waiver is sought to be enforced.
- (vii) This Agreement, including those sections related to the fees payable for your Program Services (including negotiated fees, discounts, or fee waivers), may be changed or amended, in whole or in part, by us upon 30 days' prior written notice to you, and your continued acceptance of Program Services after 30 days shall constitute acceptance of any such amendment. Our failure to insist at any time on strict compliance with this Agreement or with any of the terms of the Agreement or any continued course of such conduct on our part is not a waiver by us of any of our rights or privileges.
- (viii) We may, without your consent, delegate any or all of our responsibilities under the Agreement to one or more additional affiliated or unaffiliated investment advisors as sub-advisors on such terms as we may determine. If so delegated, our rights and obligations under this Agreement will apply equally to the affiliated or unaffiliated advisors to the extent applicable, and that sub-advisor will be deemed a third-party beneficiary of this Agreement with the ability to enforce its terms as if it were a party.
- (ix) This Agreement (including any Account Documentation, Program Fundamentals, and Supplements) contains the entire understanding between the parties concerning the subject matter of this Agreement.
- (x) Headings are for the convenience of reference only and are not part of this Agreement.
- (xi) This Agreement will be governed by the internal laws of the Commonwealth of Massachusetts, without giving effect to the choice of law provisions of that or any other jurisdiction, but nothing in this Agreement will be construed contrary to the Advisers Act or any rule or order of the Securities and Exchange Commission under the Advisers Act or, where applicable, the provisions of either the Internal Revenue Code of 1986, as amended (the "Code"), or the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). The parties irrevocably consent to submit to the jurisdiction of any federal or state court sitting in the Commonwealth of Massachusetts.
- (xii) This Agreement will not become effective until accepted by us, and such acceptance may be evidenced by internal records maintained by us.
- (xiii) If, through any error, you have received property that is not rightfully yours, you agree to notify us and to immediately return the property and any earnings it may have yielded. If we identify an error in connection with property you have received from or through us or a Fidelity affiliate and determine it is not rightfully yours, you agree that we may take action to correct the error, which may include returning such property to the rightful owner.
- (xiv) You agree to provide and maintain as current both your mobile number and email address as both are required for account security, transactional alerts, and delivery of other communications. You consent to Fidelity's use of your email address and/or mobile number to message, call, or text you for these purposes. Message and data rates apply, and frequency may vary. For help with texts, reply HELP. To opt out of texts, reply STOP. You acknowledge that you can update your contact information through your profile on Fidelity.com.

(b) Transfer of Account Features

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

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

You hereby authorize and request NFS or, with respect to Retirement Program Accounts, Fidelity Management Trust Company ("FMTC"), to make payment of amounts representing redemptions made by you or to secure payments of amounts to be invested by you by initiating credit or debit entries to your bank account associated with the Program Account feature instructions specified in your Account Documentation, and you authorize and request the bank to accept any such credit or debit entries initiated by NFS or FMTC to such bank account and to credit or debit, as requested, the same to such bank account, without responsibility for the

correctness thereof or for the existence of any further authorization relating thereto. You hereby ratify any telephone instructions given pursuant to this authorization and agree that neither NFS, FMTC, any of their agents, affiliates, or successors, as applicable, will be liable for loss, liability, cost, or expense for acting upon such instructions. It is understood that this authorization may be terminated by you at any time by written notification to NFS and to the bank. Any such notification shall be effective only with respect to entries after receipt of such notification and a reasonable time to act on it.

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

(c) Authorization to Invest in Affiliated Funds

If your Retirement Program Account is a retirement account governed by ERISA or the Code, you hereby authorize and agree that your Retirement Program Account will be invested in no-load (or load-waived) mutual funds or ETPs for which Strategic Advisers or another Fidelity affiliate serves as an advisor or sub-advisor for a fee, if we determine that such investment is appropriate. You acknowledge, authorize and agree: (i) Fidelity may receive fees as a result of purchases or sales of shares of Fidelity mutual funds or ETPs for your Retirement Program Account; (ii) you have been advised that Fidelity mutual funds and/or ETPs are appropriate for investment by you because of, among other things, their investment goals, liquidity, and diversification; (iii) all assets held in your Retirement Program Account may be invested in Fidelity mutual funds and/or ETPs subject only to the terms of any restrictions on investments in your Retirement Program Account specified in your Profile Information; (iv) you have received prospectuses for the Fidelity mutual funds or ETPs that will be used in connection with your Retirement Program Account, which include a summary of all fees that may be paid by the Fidelity mutual fund or ETP to Fidelity; (v) acknowledge and agree that, as discussed more fully in Section 8 of this Agreement, your annual gross advisory fee is reduced by the Credit Amount for the purpose of reducing your annual advisory fee by the amount of fees and other compensation that Fidelity retains from the Fidelity mutual funds and ETPs that is derived as a direct result of your Retirement Program Account's investments in such mutual funds or ETPs. We will notify you of any change in fees and you hereby approve of any increases up to 25% and any reductions in such fees. Shares of the Fidelity mutual funds or ETPs may be purchased by you outside these arrangements.

(d) Additional Representations

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

21. Predispute Arbitration Clause.

This Agreement contains a predispute arbitration clause. By agreeing to the terms of this Agreement, the parties agree as follows:

- (a) All parties to this Agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed; however, this provision shall not constitute a waiver of any rights under the Advisers Act.
- (b) Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
- (c) The ability of the parties to obtain documents, witness statements, and other discovery is generally more limited in arbitration than in court proceedings.
- (d) The arbitrators do not have to explain the reason(s) for their award, unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 20 days prior to the first scheduled hearing date.
- (e) The panel of arbitrators 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 FPWA, Strategic Advisers, FBS, and/or NFS concerning your Program Account(s), any order or transaction, or the continuation, performance, interpretation, or breach of this Agreement shall be determined by arbitration through FINRA or any United States securities self-regulatory organization or United States securities exchange of which any person, entity, or entities against whom the claim is made is a member, as you may designate. If you

commence arbitration through a United States securities self-regulatory organization or United States securities exchange and the rules of that organization or exchange fail to be applied for any reason, then you shall commence arbitration with any other United States securities self-regulatory organization or United States securities exchange of which any person, entity, or entities against whom the claim is made is a member. If you do not notify FPWA, Strategic Advisers, FBS, and/or NFS in writing of your designation within five (5) days after such failure or after you receive from FPWA, Strategic Advisers, FBS, and/or NFS a written demand for arbitration, then you authorize FPWA, Strategic Advisers, FBS, and/or NFS to make such designation on your behalf. The commencement of arbitration through a particular self-regulatory organization or securities exchange is not integral to the underlying agreement to arbitrate. In the event neither FINRA nor any other United States securities self-regulatory organization or United States securities exchange of which a person, entity, or entities against whom the claim is made is a member is willing to accept jurisdiction of the matter, such arbitration will be held in accordance with the rules and regulations of the American Arbitration Association under the Commercial Arbitration Procedures then in effect or, if the parties mutually agree, by another dispute resolution forum. You understand that judgment upon any arbitration award may be entered in any court of competent jurisdiction.

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

This predispute arbitration agreement shall survive the termination of this Agreement pursuant to Section 14.

FEE SUPPLEMENT

This Fidelity Wealth Services Fee Supplement (“Fee Supplement”) is part of and is incorporated by reference into your Client Agreement. Unless otherwise defined in this Fee Supplement, defined terms have the same meaning as in your Client Agreement.

I. Advisory Fees

ANNUAL ADVISORY FEE SCHEDULE FOR PROGRAM ACCOUNTS			
Average Daily Assets*	Annual Gross Advisory Fee		
Advisory Services Team			
All Average Daily Assets	1.10%	Less Credit Amount†	Equals Net Advisory Fee
Wealth Management and Private Wealth Management			
<i>If Average Daily Assets total \$500,000 or less, then:</i> For Average Daily Assets between \$0 and \$500,000	1.50% (up to a maximum of \$6,250)	Less Credit Amount†	Equals Net Advisory Fee
<i>If Average Daily Assets total more than \$500,000, then:</i> For the first \$500,000 in Average Daily Assets	1.25%		
For the next \$500,000 or portion thereof in Average Daily Assets	1.10%		
For the next \$1,000,000 or portion thereof in Average Daily Assets	0.90%		
For the next \$3,000,000 or portion thereof in Average Daily Assets	0.70%		
For Average Daily Assets in excess of \$5,000,000	0.50%		

*Average Daily Assets of Program Accounts are determined on the last business day of the quarter. Subject to applicable limitations, aggregation of Average Daily Assets of multiple Program Accounts is permitted. Contact a Fidelity representative for details.

†The Gross Advisory Fee is reduced by a Credit Amount (as defined above).

II. Credit Amount

The Annual Gross Advisory Fee for a Program Account is reduced by a Credit Amount. The Credit Amount is intended to address the potential conflicts of interest that arise in selecting investments that generate revenue for Fidelity by reducing the advisory fees paid to FPWA by the amount of compensation, if any, FPWA or its affiliates retain that is derived as a direct result of investments by Program Accounts. FPWA's affiliates receive compensation for providing a variety of services to the mutual funds and ETPs that Program Accounts can invest in, however, such compensation is included in the Credit Amount only to the extent that it is retained as a direct result of investment by Program Accounts. Compensation that is not directly derived from Program Account assets is not included in the Credit Amount. No Credit Amount will be generated in connection with assets allocated to the Short-Term Position sleeve of your Tax-Smart Program Account. In addition, individual securities held in your Program Account do not impact the calculation of the Credit Amount. This Credit Amount is applied quarterly in arrears. The total Credit Amount will be applied against the Annual Gross Advisory Fee to arrive at the Net Advisory Fee.

III. SMA Sleeve Manager Fee

No additional SMA Sleeve Manager Fee is charged for advisory services provided to an SMA solely by an affiliate for FPWA. However, for amounts invested in any SMA Sleeve where a Model Provider unaffiliated with FPWA is used, your Tax-Smart Program Account will be charged a fee in addition to the Gross Advisory Fee (each an “SMA Sleeve Manager Fee”). SMA Sleeve Manager Fees cover the management costs for the individual securities management applicable to each SMA Sleeve. For SMA Sleeves that focus on domestic stocks, the SMA Sleeve Manager Fee will not exceed 0.35%; for SMA Sleeves that focus on international stocks, the SMA Sleeve Manager Fee will not exceed 0.40%.

The SMA Sleeve Manager Fee reflects a blended rate of the fees charged by the unaffiliated Model Provider(s) who provide stock portfolio recommendations for each SMA Sleeve. The applicable blended rate may change on a quarterly basis as a result of (i) changes in the number of unaffiliated Model Providers providing research for a particular SMA Sleeve or (ii) changes in the asset levels assigned to an unaffiliated Model Provider in a given SMA Sleeve. Your SMA Sleeve Manager Fee for each of these SMA Sleeves will be equal to the blended rate for the relevant calendar quarter. While the fees charged will vary among Model Providers, the total fee for each such SMA Sleeve will not exceed the amounts listed above. Note that any amounts invested in SMA Sleeves will be subject to a Credit Amount calculation only to the extent that such SMA Sleeve holds securities for which Fidelity receives compensation, as discussed above. The amount of the SMA Sleeve Manager Fee charged will appear on your regular statement. Please see the Program Fundamentals for more information about the SMA Sleeves and associated SMA Sleeve Manager Fees; you may also call a Fidelity representative for additional details on the SMA Sleeve Manager Fee currently in effect.

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. 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 that describes the protections that may be provided by the MSRB and how to file a complaint with an appropriate regulatory authority.

