

CLIENT AGREEMENT FOR EQUITY STRATEGIES

Please keep this Client Agreement for your records.

1. General Agreement. This Client Agreement (the “Agreement”) specifies the terms and conditions under which Strategic Advisers, Inc. (“Strategic Advisers”), will manage the account (the “Account”) of the client (“you”) in the Fidelity® Strategic Disciplines service (the “Service”). By completing and signing the Service Account Application (the “Account Application”), which is incorporated into this Agreement by reference, you agree to the terms of this Agreement.

Fidelity Strategic Disciplines is a discretionary advisory service that offers two separately managed accounts for equity strategies:

- Fidelity® Tax-Managed U.S. Equity Index Strategy, for which Strategic Advisers acts as investment adviser, and will invest your Account in a portfolio of individual equity securities; and
- Fidelity® Equity-Income Strategy, for which Strategic Advisers acts as investment adviser, and will invest your Account in a portfolio of individual equity securities. FMR Co., Inc. (“FMRC”), an affiliate of Strategic Advisers, will provide Strategic Advisers with an investment model (a “Model Portfolio”) that Strategic Advisers will use in rendering advisory services to your Account by investing in a portfolio of equity securities consistent with the Fidelity® Equity-Income Strategy.

By executing the Account Application, you authorize Strategic Advisers to establish a brokerage account on your behalf with Fidelity Brokerage Services LLC (“FBS”), an introducing broker-dealer affiliated with Strategic Advisers. FBS will carry out instructions from Strategic Advisers with respect to that portion of the account that consists of cash or eligible securities. (Please see the Fundamentals (defined in section 5 below) for more information on eligible securities.) You hereby authorize Strategic Advisers to open accounts and execute documents, indemnities, and representation letters in your name, binding against you and on your behalf for all purposes necessary or desirable in Strategic Advisers’ view to effectuate its activities under this Agreement. Strategic Advisers will not provide discretionary investment management services with respect to any assets you contribute to your Account that are not eligible to be part of your ongoing portfolio, and, by entering into this Agreement, you authorize and direct Strategic Advisers or its designee to act as your agent to sell such assets. National Financial Services LLC (“NFS”), another broker-dealer affiliated with Strategic Advisers and FBS, will provide custodial and related recordkeeping and reporting services at no additional fee. All securities held in your 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 fund shares, your shares will be held either in your name or in the name of NFS or its agents on the records of the mutual fund’s transfer agents. You will be sent shareholder communications relating to the securities in your Account.

During your participation in the Service, the Account will not be available for self-directed brokerage activities, outside of activities directed by Strategic Advisers, including, but not limited to, margin trading or trading of securities by you or any of your designated agents. Further, FBS’s responsibilities for the Account shall be limited solely to brokerage services relating to your participation in the Service, and FBS shall not act as your investment adviser or fiduciary in connection with the Service or the Account. Although Strategic Advisers acts as your investment adviser and fiduciary in the Service and for your Account, except where you have entered into a separate agreement with Strategic Advisers for advisory services, Strategic Advisers does not act as investment adviser or fiduciary for any other of your accounts or investments. The activities for this Account will not apply or be related to any other activities or accounts that you may maintain with Strategic Advisers and its affiliates (collectively referred to as “Fidelity”).

Further, by executing the Account Application, you acknowledge that a Fidelity money market fund will serve as the core position for your Account (“Core Position”). A money market fund is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency, and although the fund seeks to preserve the value of your investment at \$1.00 per share, it is possible to lose money by investing in a money market fund. Your Core Position is used to hold any Account assets pending investment or withdrawal, except as otherwise provided in Section 15(b) below.

This Agreement includes and incorporates by reference the Account Application, the Fundamentals document described in Section 5, and any supplements, statements, disclosures and other agreements that state they incorporate by reference this Agreement (each a “Supplement”) for products or services for which you apply. For purposes of this Agreement, “we,” “us,” and “our” mean Strategic Advisers and its employees, agents, and representatives. To the extent that this Agreement conflicts with any provision contained in the Account Application, the Fundamentals or any Supplement, the provisions of this Agreement shall control. This Agreement supersedes any previous agreements made by you individually with us relating to your Account, and if your Account is held jointly or in other combinations, it supersedes any previous agreements made by the same parties to this Agreement with us relating to your Account to the extent the subject matter is covered in this Agreement.

2. Advisory Services. This Agreement relates to the advisory services to be provided by Strategic Advisers to your Account (the “Advisory Services”). Except as otherwise provided in this Agreement or in the Account Application, it does not include or otherwise apply to services provided by our non-advisory affiliates or to services provided with respect to assets not held in your Account. Based on your investment profile, and any other information you provide to Strategic Advisers, including information you have provided in your Investor Profile Questionnaire (your “IPQ information”), Strategic Advisers may accept your Account, in which case your Account assets will be managed on a discretionary basis as described below and in the Fundamentals. Strategic Advisers has designed the investment strategies of the Service

and will invest your Account in accordance with the investment strategy you have selected. For Fidelity® Equity-Income Strategy Accounts, Strategic Advisers will use a Model Portfolio provided by FMRC in rendering the Advisory Services for your Account, as described in the Fundamentals. By entering into this Agreement, you authorize Strategic Advisers to manage the assets in your Account on a discretionary basis, except for any assets you specifically authorize or direct Strategic Advisers to sell, and subject to any limitations on Strategic Advisers' management described below. We may, without your further consent, delegate any or all of our responsibilities under this Agreement to one or more affiliated or unaffiliated advisers 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 adviser to the extent applicable, and that adviser will be deemed a third-party beneficiary of this Agreement with the ability to enforce its terms as if it were a party.

3. Your Investor Profile Questionnaire ("IPQ"), Information and Portfolio Preferences. Strategic Advisers will manage the assets in your Account consistent with the investment strategy you have selected, and in accordance with any reasonable restrictions that you may wish to impose on the management of your Account, and that we accept. Please note: If you specify any restrictions or limitations on your Account, your Account's performance may differ from the performance of accounts enrolled in the Service without restrictions, possibly producing lower overall results. You acknowledge that we will rely on the personal information you provide in determining whether the Service and the strategy you have selected are appropriate for you and in managing your Account on an ongoing basis. You represent that your IPQ information is accurate and complete in all material respects, and that we bear no responsibility for investment management decisions or other actions taken on the basis of incomplete, misleading, or incorrect IPQ information you supply. You agree to notify us promptly of any change in your IPQ information, including reasonable modifications to existing restrictions, and of any change that may affect the manner in which the assets in your Account should be invested. You have the opportunity to impose reasonable restrictions on the management of your Account, subject to our acceptance of any such restriction. We do not take responsibility for the impact of any such restriction on your Account, and you acknowledge that your Account's performance may vary from that of other accounts as a result of any such restriction. The compliance with any such restrictions will be determined on the date of purchase only, based on the price and characteristics of the investment on the date of purchase, and a restriction will not be deemed breached as a result of changes in the value or status of an investment following purchase.

While your Account will be managed in accordance with the investment strategy you have selected, the underlying portfolio of securities proposed will vary from client to client, perhaps significantly, depending on the strategy and each client's individual situation.

4. Account Opening Information. To help the government fight the funding of terrorism and money-laundering activities, federal law requires that we or our affiliates verify your identity by obtaining your name, your date of birth, your address, and a government-issued identification number before opening your Account. In certain circumstances, we or our affiliates may obtain and verify this information with respect to any person(s) authorized to effect transactions in an Account. For certain entities, such as trusts, estates, corporations, partnerships, or other organizations, identifying documentation is also required. Your Account may be restricted or closed if we or our affiliates cannot verify this information for any reason.

We and our affiliates will not be responsible for any losses or damages (including, but not limited to, lost opportunities) resulting from any failure to provide or verify this information, or from any restriction placed on, or closing of, your Account. Any information you provide to us may be shared with our affiliates and third parties for the purpose of validating your identity, and may be shared for other purposes in accordance with our Privacy Policy. Any information you give us may be subject to verification, and you authorize us and our affiliates to obtain a credit report about you at any time. On written request, you will be provided the name and address of the credit reporting agency used.

The Service is not available to foreign investors. In order to open an account, you must: (i) be a U.S. person (including a U.S. resident alien), (ii) have a valid U.S. permanent (no P.O. Box) mailing address (with the exception of U.S. military personnel residing outside the U.S. with Army Post Office (APO) or Fleet Post Office (FPO) addresses), and (iii) have a valid U.S. taxpayer identification number. If you or another individual associated with your Account resides outside the U.S. and you have an existing relationship with Fidelity, Fidelity may at any time in its sole discretion terminate that relationship, or modify your rights to access any or all account features, products, or services. By opening and maintaining an account with Fidelity, you acknowledge that Fidelity does not solicit offers to buy or sell securities, or any other product or service, or offer investment advice, to any person in any jurisdiction where such offer, solicitation, purchase, or sale would be unlawful under the laws of such jurisdiction.

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

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

5. Additional Terms in Fundamentals Brochure. This Agreement and the management of your Account are governed by the terms of Strategic Advisers' Form ADV, Part 2A, for the Service, and as such may be amended by Strategic Advisers from time to time and are incorporated by reference herein. Strategic Advisers' Form ADV, Part 2A, for the Service is also referred to as the Fundamentals or the Brochure. By signing this Agreement, you acknowledge that you have read and understand the Fundamentals applicable to the Service and agree to its terms.

6. Advisory Fee and Credit Amount. Your Account will be charged an annual advisory fee based on a percentage of the market value of assets in your Account. Please note that all fees are subject to change. The annual advisory fee is calculated daily and applied on a quarterly basis, in arrears, and is due at the end of each calendar quarter. For additional details about the advisory fee applicable to your Account, please refer to the Fee Supplement to this Agreement. The annual advisory fee covers Strategic Advisers' ongoing management of your Account, including any trading costs and commissions associated with the purchases and sales of securities effected through Fidelity affiliated broker-dealers, custody

services provided by Strategic Advisers' affiliates, the communications sent to you to keep you informed about your Account, and the personal service you receive from your Fidelity representative. Your Fidelity representative is your ongoing liaison between you and Strategic Advisers' investment management team. For Fidelity® Equity-Income Strategy Accounts, the annual advisory fee also covers Strategic Advisers' selection and oversight of FMRC (as provider of the Model Portfolio for the strategy), and any compensation Strategic Advisers provides to FMRC. The annual advisory fee does not cover charges resulting from trades effected with or through broker-dealers other than our affiliates, or markups or markdowns by broker-dealers, transfer taxes, exchange fees, regulatory fees, odd-lot differentials, handling charges, electronic fund or wire transfer fees, or any other charges imposed by law or otherwise agreed to with regard to your Account. These charges will be reflected on your trade confirmations and monthly statements to the extent applicable. Average daily assets of accounts are determined on the last business day of the quarter.

The annual advisory fee applied to your Account will be reduced by a Credit Amount equaling any underlying investment management fee and other fees paid to us or our affiliates for investments in the core money market fund and any exchange-traded funds (ETFs) held in your Account. The purpose of the Credit Amount is to reduce your annual advisory fee by the amount of compensation, if any, received by Strategic Advisers or its affiliates with respect to the core money market fund or ETFs held in your Account. This Credit Amount is calculated daily and applied quarterly in arrears. For additional details about the Credit Amount applicable to your Account and how it is calculated, please refer to the Fee Supplement to this Agreement. The resulting amounts for the investments in a client's portfolio will be added together to arrive at a total Credit Amount. Because neither Strategic Advisers nor its affiliates receive any compensation with respect to your investments in individual equity securities, a fee credit is not applied with respect to investments in such individual securities in your Account.

The compensation we or affiliates of Strategic Advisers receive related to investments in Fidelity funds or ETFs may exceed the compensation received from investments in non-Fidelity funds and ETFs; however, the application of the Credit Amount is intended to address this point. For a description of fees paid by a fund or ETF, please refer to the prospectus for that investment. The advisory fee is based on the total value of assets in your Account that are eligible to be aggregated for fee purposes, and is prorated based on the number of days that Strategic Advisers managed your Account. Should you close your Account during a calendar quarter, we will retain an amount equal to the advisory fee for the period your Account assets were invested for the quarter.

Advisory fees for your Account will be deducted from your Account on a quarterly basis by NFS. Strategic Advisers will attempt to pay the fee each quarter by redeeming shares of the core money market fund; however, in the event that this amount is inadequate, Strategic Advisers will select certain assets in your Account to be liquidated to pay the fee. These liquidations may generate a taxable gain or loss. For additional information about other methods to pay your fees, please contact your representative. The advisory fee may be waived, in whole or in part, at our sole discretion, in connection with promotional efforts and other programs. In addition, we may waive, in whole or in part, the fee for employees, eligible family members, and eligible retirees of Fidelity Investments and, as such, fee invoices will not be provided.

We will notify you of any change in the annual advisory fee paid by you, and you will be deemed to have approved such fee changes by any subsequent purchase and sale of shares of securities in your Account, unless you object by sending written notice to us within thirty (30) days from the date of notification.

7. Execution of Transactions in Individual Securities. You authorize Strategic Advisers to place trades with NFS if Strategic Advisers reasonably believes that the quality of the execution of the transaction is comparable to what could be obtained through other qualified brokers or dealers. If you deposit, transfer, or contribute eligible individual securities or, if applicable, eligible ETFs into your Account, you acknowledge that they will be managed on a discretionary basis and you authorize and direct us to sell the individual securities or ETFs when, in our discretion, it is appropriate to do so based on, among other things, investment and, if applicable, certain U.S. federal income tax considerations that Strategic Advisers is aware of. In addition, with respect to Fidelity® Equity-Income Strategy Accounts, should you transfer into your Account eligible securities that are not included in the Model Portfolio or that are part of the Model Portfolio but do not align with the allocations therein, Strategic Advisers may liquidate those securities in whole or in part on your behalf as soon as reasonably practicable. You may be charged a redemption fee, as specified in the prospectus for any ETF, or any other fees applicable to the redemption or to the brokerage account from which assets are being liquidated or transferred. We will reinvest the proceeds from the sale of individual securities or ETFs into individual securities as appropriate for your Account. You will not be charged commissions on transactions, including transactions in ETFs or individual securities, executed through NFS.

You may elect to transfer non-eligible securities into your Account; please see the Fundamentals for additional information as to what types of securities are "eligible securities" for transfer purposes. Should you transfer non-eligible securities into your Account, Strategic Advisers will liquidate those securities on your behalf as soon as reasonably practicable, and you acknowledge that transferring such securities into your Account constitutes your direction to Strategic Advisers to sell any such securities as soon as reasonably practicable. You may be charged a redemption fee, as specified in the prospectus for each mutual fund or ETF, or any other fees applicable to the sale or to the brokerage account from which assets are being liquidated or transferred. In order for these liquidations to occur, your Account must first meet all requirements to be considered "in good order" for Strategic Advisers to manage, including meeting the minimum investment amount and holding only "eligible securities." We will reinvest the proceeds from the sale of such non-eligible securities you contribute to your Account into eligible securities as appropriate for your Account. You may recognize a taxable gain or loss when such securities are sold. Strategic Advisers does not consider the potential tax impact of such sales when following a client's deemed direction to sell such securities.

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

You authorize Strategic Advisers to effect "agency cross trades" (that is, trades in which Strategic Advisers or any person controlling, controlled by, or under common control with us, acts as investment adviser to you, and as broker for you and for the party or parties on the other side of the trade) for your Account to the extent permitted by law. You acknowledge that: (i) we or our affiliates may receive compensation from the other party to these agency cross trades; (ii) as such, we will have a potentially conflicting division of loyalties and responsibilities regarding the parties to the transaction; and (iii) you can revoke, without penalty, your authorization at any time by written notice to us, which revocation will terminate this Agreement. You agree that, to the extent permitted by law and applicable policies and procedures, we may effect "adviser cross trades" involving your Account, in which a security is sold from one account advised by us or our affiliates and bought for another such advised account through a book-entry transfer. We will effect such adviser cross trades when we believe it is desirable to buy for one client securities another client owns and such trades are in the best interest of all clients involved. We will effect adviser cross trades only in securities for which market quotations are readily available. Adviser cross trades will be done through a book-entry transfer, either directly or through a broker-dealer (including FBS or NFS), at the independent current market price of the security. Neither Strategic Advisers nor our affiliates or any broker-dealer through which these trades may be effected receives any commissions or other compensation in connection with these adviser cross trades, although small administrative or transfer fees may be included in the price of the security bought or sold.

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

8. Prospectus. All investments 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 ETFs are initially introduced to you and at any time a new one is purchased for your Account. Unless you have identified a designee for purposes of receipt of shareholder communications, you acknowledge that it is your responsibility to read all prospectuses, including prospectuses of any fund into which you exchange, when they are received, and to notify your Fidelity representative immediately of any terms of the prospectuses that are not acceptable to you.

9. Valuation. The market value for any mutual funds held in your Account will be determined based on the net asset value of each fund. In computing the market value of any individual securities, including any ETFs, held in your Account, we will value individual securities listed on a national securities exchange at the closing price, as of the valuation date, on the principal exchange or market on which such individual securities are traded. Individual 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.

10. Tax Issues. You may have an economic and taxable gain or loss when securities are sold or redeemed in your Account. Distributions may be taxable as ordinary income. You are responsible for all tax liabilities arising from transactions in your Account, for the adequacy and accuracy of any positions taken on your tax returns, for the actual filing of your tax returns, and/or the remittance of tax payments to taxing authorities. Tax laws and regulations change frequently and their application can vary widely based on the specific facts and circumstances involved.

You understand that we may buy and sell shares of funds and/or securities held in your Account fairly often and that each purchase and sale may be a taxable event for you. Any individual securities or ETFs we permit you to deposit, transfer, or contribute into your Account that we do not elect to retain may be sold at any time after contribution. For Fidelity® Tax-Managed U.S. Equity Index Strategy accounts, we seek to apply tax-sensitive investment management strategies (including tax-loss harvesting) at our discretion, primarily with respect to determining when assets in your Account should be bought and sold. For Fidelity® Equity-Income Strategy accounts, we may seek to apply tax-sensitive investment management strategies (including tax-loss harvesting) on a limited basis at our discretion, primarily with respect to determining when assets in your Account should be bought and sold. We rely on information provided by you (including any Fidelity-maintained tax basis information that you elect to use when funding your Account) in our effort to apply these strategies. For tax-advantaged Fidelity® Equity-Income Strategy accounts, any eligible securities in your Account may be sold at any time after contribution without consideration of taxes. We do not offer tax advice and do not actively manage for alternative minimum taxes; state or local taxes; foreign taxes on non-U.S. investments; or estate, gift, or generation-skipping transfer taxes. Strategic Advisers can make no guarantees as to the effectiveness of the tax-sensitive investment strategies applied in serving to help reduce a client's overall tax liabilities or as to the tax results that may be generated by a given transaction. Please consult your tax advisor as necessary regarding your specific tax situation.

11. Proxy Voting, Legal Proceedings, and Trade Confirmations. In general, Strategic Advisers does not acquire or exercise proxy voting on your behalf in connection with the Service. Unless you direct otherwise, you will receive proxy materials directly from the issuers of funds or individual securities, their service providers, or NFS. We will not advise you on the voting of proxies. Any proxy voting must be exercised by you directly. You agree that we will not advise you or act on your behalf in any legal proceedings, including bankruptcies and class actions, involving securities held or previously held in your Account or involving the issuers of such securities.

Notwithstanding the foregoing, 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 ETFs that are not managed by Fidelity Management & Research Co. or an affiliate thereof (non-Fidelity funds) and for individual securities held in your Account. You may also direct Strategic Advisers to act as your agent to vote proxies on your behalf for the funds and the individual securities held in your Account. For Fidelity funds, you may instruct Strategic Advisers to vote proxies of a Fidelity fund in the same proportion as the vote of all other holders of such Fidelity fund. For non-Fidelity funds and individual securities, you may 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 Strategic Adviser is acting solely at your direction, and does not exercise discretion with respect to the voting of any proxy.

For more information about ISS's proxy voting policies, please see the ISS proxy voting guidelines summary included with your Account materials or contact your representative.

You may elect to have trade confirmations for purchases and sales made in your Account sent to your attention promptly at the time of trade either by U.S. mail or electronically. As a convenience, NFS may make electronic versions of your trade confirmations available electronically through Fidelity.com if you have elected to receive account communications electronically.

12. Risk Acknowledgement. Investments in your Account are subject to the risks associated with investing in funds and other securities and will not always be profitable. We do not guarantee the results of our Advisory Services, or that the objectives of the investments in your Account, or of the strategy selected, will be met. We will not offer any Advisory Services or be responsible for any of your assets that are not being managed by us. Except as otherwise provided by law, 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,
- Any act or failure to act by a mutual fund or ETF, or any of its agents or any other third party, or
- Any loss in the market value of your Account, except for losses resulting from our bad faith, willful misconduct, or gross negligence.

Federal and state securities laws impose liabilities in certain circumstances on persons who act in good faith, and nothing in this Agreement waives or limits any rights you have under these laws.

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

13. Representations. Unless you are employed by us or any of our affiliates, you represent that you are independent of and unrelated to us and our affiliates. You represent that you have the authority to retain us to manage your Account and to negotiate the terms of and enter into this Agreement. You agree to notify us in writing of any event that might affect your authority or the validity of this Agreement. You agree to indemnify and hold us 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; 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. You further agree that if you have authorized someone to act on your behalf with respect to your Account, any and all disclosures, required or otherwise, may be provided solely to the individual acting on your behalf, as part of the scope of his or her authority. You acknowledge that the Service is not designed to provide tax or legal advice of any kind.

14. Other Advisory Activities. We and our affiliates provide advisory services and manage accounts for many types of clients 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 or action taken for your Account. We and our affiliates are not obligated to invest in or otherwise recommend to you any investment that may be recommended to, or bought or sold for, any other clients or accounts, including our own accounts and those of our affiliates and their related persons.

15. Termination.

(a) Termination or Suspension of Advisory Services

Either party may terminate this Agreement at any time by written notice to the other party. On termination, we will discontinue the Advisory Services and will calculate and deduct from your Account any advisory fees due, which will be prorated based on the number of days we provided Advisory Services for your Account during the calendar quarter. We also reserve the right, and you authorize us, to close your Account (either at the time of the termination of the Agreement or at a later date). Upon notice of our intention to terminate this Agreement, we may request instructions from you as to where assets should be transferred, but we reserve the right, and you authorize us, to place trading restrictions on your Account, and to charge reasonable custody fees until such time as we receive such instructions from you. If transfer instructions are not received from you within the time period we may specify in our written notice for receipt of such instructions, we reserve the right, and you authorize us, to transfer securities and other assets to an identically registered brokerage account you may have already established with FBS or any of its affiliates. As an alternative to such transfer or if there is no such identically registered brokerage account, we reserve the right, and you authorize us, to transfer securities and other assets to you in kind. Where, based on the type of securities and other assets held in your Account, we may not be able to transfer the securities and other assets in kind, we reserve the right, and you authorize us, to sell or redeem your securities and other assets and to transfer proceeds to you in lieu of securities. You may have an economic and/or taxable gain or loss when securities are redeemed. As an account owner, you are responsible for satisfying all debits on your Account, including any debit balance outstanding after all assets have been removed from an account and any costs (such as legal fees) that we incur in collecting the debit. In certain instances, we may settle a debit balance with money from another like-registered account at Fidelity. Termination will not affect: (i) the validity of any action we have previously taken, (ii) any liabilities or obligations for transactions initiated before termination, and (iii) our right to retain fees for services rendered under this Agreement. We will have no obligation to recommend or take any action with regard to assets in your Account after the termination of this Agreement (except as directed by you). We reserve the right to terminate or suspend the Advisory Services for your Account (or for any portion of your Account) upon 30 days' written notice to you, including, without limitation, where you have not provided us with information we have requested that we deem necessary, or appropriate, to manage your Account. Certain instances may arise where we may need to suspend investment management of your Account without prior notice, including, without limitation, if you or another individual associated with your Account resides outside the United States. In such instances, we will contact you with further instructions.

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

Upon the suspension or termination of the Advisory Services for your Account as described above (which shall include the termination of this Agreement), unless you direct us otherwise, your 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. **In such event, the activities that may be conducted in your Account will be restricted, and you will be responsible for FBS's ordinary brokerage fees and commissions, as provided in the then-current fee schedule that will be provided to you at that time by FBS.** Please note that to the extent that your Account is converted to a self-directed brokerage account, the fee credit noted in Section 6 will no longer apply to your Account. In general, the self-directed brokerage account that remains upon any suspension or termination of our Advisory Services may not be used for ongoing trading activity, other than for distributions and transfers out of your Account, **and all instructions regarding the Account must be communicated to your Fidelity representative in person or by telephone; electronic orders will not be accepted.** No additional deposits to your Account will be accepted other than earnings (such as dividends, interest, and capital gains) subject to automatic reinvestment. All settlement proceeds from liquidation transactions in your Account will be held in your Core Position pending distribution; provided, however, that if the suspension or termination of our Advisory Services for your Account is the result of you or another individual associated with your Account residing outside the United States in any country other than Canada, then all settlement proceeds from liquidation transactions will be held as a free credit balance (the "Free Credit Balance") pending distribution, and will not be reinvested in your Core Position. The Free Credit Balance represents an amount payable to you on demand by Fidelity. Subject to applicable law, Fidelity may use this Free Credit Balance in connection with its business. Fidelity may, but is not required to, pay you interest on this Free Credit Balance, provided that the accrued interest for a given day is at least half a cent. Interest, if paid, will be based upon a schedule set by Fidelity, which may change from time to time at Fidelity's sole discretion. Upon complete liquidation, your Account will be closed. Please contact your Fidelity representative for additional information.

In the event that your Account becomes a self-directed brokerage account due to the suspension or termination of Strategic Advisers' Advisory Services, you agree to accept full responsibility for the content and accuracy of all authorized instructions placed in your Account and for all results and consequences of these instructions. This includes investment decisions and trading orders and all instructions placed by you or any person you authorize. In such event, you agree that you will be responsible for monitoring your Account and notifying FBS of any errors you notice in your Account. Under such circumstances, you agree to monitor all confirmations, Account statements, and other communications sent by FBS (or NFS) to you and to notify FBS immediately if: (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 your Account. If either of these conditions occurs and you fail to notify FBS immediately, neither we, FBS, NFS, nor any of our other affiliates will be liable for any consequences. **Notwithstanding anything to the contrary in this Agreement, FBS and its affiliates retain the right to refuse to effect any transaction in their sole discretion.**

In the event that your Account becomes a self-directed brokerage account due to any suspension or termination of Strategic Advisers' Advisory Services, or otherwise, you acknowledge and agree that volatile markets may expose your Account to increased challenges and risks, which may include the following: (i) delays in quotes, order execution, and reporting, causing information that ordinarily is reported in real time to be delayed; securities prices can change significantly during such delays; (ii) it may not be possible to cancel an order previously submitted, even if you have received a confirmation that your canceled order was received; you will make sure your order was canceled before entering a replacement order; (iii) 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; you should consider managing your risk with limit orders; and (iv) access to FBS may be delayed by factors such as high telephone volume or systems capacity limitations.

You acknowledge and agree that FBS routes most of its orders to NFS, an affiliate of FBS. NFS transmits customer orders for execution to various exchanges or market centers based on a number of factors. These include size of the order, trading characteristics of the security, favorable execution prices (including the opportunity for price improvement), access to reliable market data, availability of efficient automated transaction processing, and execution cost. Some market centers may execute orders at prices superior to the publicly quoted market. NFS's order-routing policies are designed to result in transaction processing that is favorable to its customers. Where a customer directs the market center to which an order is routed, FBS or NFS will route the order to such market center in accordance with the customer's instructions without regard to its general order routing practices. FBS and/or NFS receive remuneration, compensation, or other consideration for directing customer orders for equity securities to certain market centers for execution. Such consideration may take the form of financial credits, monetary payments, rebates, volume discounts, or reciprocal business. 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 become an "affiliate" or a "control person" within the meaning of the Securities Act with respect to any security in your Account. You also will comply with policies, procedures, and documentation requirements with respect to "restricted" and "control" securities (as such terms are contemplated under the Securities Act) as FBS may require. In order to induce FBS to effect transactions with respect to securities in your 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.

Pursuant to industry regulations, you agree that you will notify FBS if you become affiliated 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.

(c) Joint Accounts and Custody Accounts

If your Account is a joint account, then upon suspension or termination of the Advisory Services, certain additional conditions will apply. In such event, FBS will be under no obligation to question the purposes or propriety of any instructions of a joint account owner or authorized person that appears to be authentic, or to let other joint account owners know about any changes a joint account owner made to the account, unless FBS has received written notice to the contrary, from an authorized person and in good order, at the address for notices provided in Section 16 (or such other address for customer communications that will be provided to you). FBS reserves the right to require, at any time, the written consent from all joint account owners before acting on any instructions from a joint account owner, but FBS uses this right only at its own discretion and for its own protection or the protection of its affiliates.

Laws governing ownership of property vary from state to state. You understand and agree that you are responsible for verifying that the joint registration you select is valid in your state. Generally, however, for joint tenants with rights of survivorship, in the event of the death of either tenant, the entire interest in the joint account shall be vested in the surviving joint tenant on the same terms and conditions. For tenants in common, the interest in each tenancy shall be equal unless specified, and in the event of death of either tenant the interest in their share of the tenancy shall vest in the decedent's legal representative. State laws regulating community property vary. Consult your own legal advisor.

If your Account is a custodial Account, 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"), for which you will become custodian. You understand and represent and warrant the 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.

(d) Checks from Your Account

You are responsible for ensuring that checks issued to you representing distributions from your Account are promptly presented for payment. If a check issued to you from your Account remains uncashed and outstanding for at least six months for taxable accounts, you authorize and instruct Fidelity to cancel the check and return the underlying proceeds to you by depositing the proceeds into your Account's core Fidelity money market fund.

(e) Unclaimed Property

Your Account balance and certain uncashed checks issued from your self-directed brokerage account may be transferred to a state unclaimed property administrator if no activity occurs in your Account or the check remains outstanding within the time period specified by the applicable state law.

(f) Termination of Self-Directed Brokerage Account

Your self-directed brokerage account 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 your Account through written or verbal communication or by drawing down the balance of your 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, whether arising before or after termination of the self-directed brokerage account. FBS reserves the right to charge a service fee or close any account that fails to meet certain minimum activity or balance requirements, or charge reasonable inactivity fees or to cease paying interest on an account, and further reserves the right to close an 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. Termination will result in the cancellation of your Account and other features or privileges.

16. Notices. Any notice given in connection with this Agreement (other than the information specified above) will be deemed delivered if personally delivered or sent by U.S. mail, certified or registered, or overnight courier, postage prepaid with return receipt requested, and addressed to us to the attention of a Fidelity representative at Portfolio Advisory Services, P.O. Box 770001, Cincinnati, OH 45277-0017 (or to another address specified by us in writing), and if to you, at the address specified on your Account Application (or to another address specified by you in writing). The main address for NFS is 200 Seaport Boulevard, Boston, MA 02210. The mailing address of NFS is One Destiny Way, Mail Zone: WA1M, Westlake, TX 76262.

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

(a) Miscellaneous

This Agreement will bind and be for the benefit of the parties and their successors and permitted assigns. In addition, NFS and FBS will each be a third-party beneficiary of this Agreement and will be entitled to enforce this Agreement as if it were a party. Notice is hereby given that your telephone conversations with us or our affiliates may be monitored and/or recorded, and, by executing the Account Application, you consent to such monitoring and recording without further notice. This Agreement may not be assigned (within the meaning of the Investment Advisers Act of 1940, as amended ["Advisers Act"]) by Strategic Advisers without your consent. 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. This Agreement, including those sections related to the fees payable for

your Account, may be changed or amended by us, in whole or in part, upon 30 days' prior written notice to you, and your failure to object in writing within 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.

This Agreement (including the Account Application, Fundamentals, Fee Supplement, and any other Supplement) contains the entire understanding between the parties concerning the subject matter of this Agreement. Headings are for convenience of reference only and are not part of this Agreement. Except as otherwise provided in the Account Application, this Agreement will not become effective until accepted by us at our Boston, Massachusetts, offices, and such acceptance may be evidenced by internal records maintained by us. The Account Application may be executed in counterparts, each of which will be deemed an original.

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 ("Code"), or the Employee Retirement Income Security Act of 1974, as amended ("ERISA").

(b) Authorization to Invest in Affiliated Funds

If your Account is a retirement account governed by ERISA or the Code, you hereby authorize and agree that Strategic Advisers may (i) accept interests held in Fidelity ETFs as a source of funding for your Account; and (ii) may invest the assets of your Account in no-load (we will invest in load funds if the load is waived) Fidelity funds as your core position, provided Strategic Advisers determines, in its sole discretion, that the investment in a pooled vehicle such as a Fidelity fund is appropriate. You acknowledge and agree that Strategic Advisers or our affiliates may receive fees, as a result of purchases or sales of shares of Fidelity funds and ETFs for your Account. You represent and warrant that: (iii) Strategic Advisers has advised you that Fidelity funds are appropriate for investment by you because of, among other things, their investment goals, liquidity, and diversification; (iv) you understand that it is your responsibility, or that of your designee, to review the prospectuses of the Fidelity funds purchased for your Account, which prospectuses include a summary of all fees that may be paid by the Fidelity funds to Strategic Advisers or any of our affiliates; (v) as discussed more fully in Section 6 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 Strategic Advisers (and its affiliates) receives from the Fidelity funds and ETFs held in your Account; and (vi) on the basis of the prospectuses and the disclosures set out herein, you hereby consent to, authorize, approve and direct: (1) the investment of all or a portion of your Account assets in the Fidelity funds and redemptions therefrom and from any Fidelity ETFs used as a source of funding from your Account, as part of Strategic Advisers' management of your Account, consistent with the investment policies and objectives set forth herein and in the Fundamentals and the restrictions, if any, you have directed to be placed on investments in your Account; and (2) the payment of fees by the Fidelity funds and ETFs to Strategic Advisers and its affiliates. We will notify you of any change in fees and you hereby approve of any increases up to 25% and any reductions in such fees. Shares of the Fidelity funds and ETFs may be purchased by you outside these arrangements.

(c) Account Features

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

(d) Additional Representations

With respect to any IRA Account, you represent that you have the authority to retain us to invest your assets in Fidelity funds. You also represent that the documents establishing and governing your IRA permit your assets to be invested in shares of the Fidelity funds selected by us. You will promptly notify us in writing of any amendment to the IRA documents that affects our rights or obligations, and such amendment will be binding on us only when agreed to by us in writing.

18. **Predispute Arbitration Clause**

This Agreement contains a predispute arbitration clause. By signing the Account Application associated with this Agreement, the parties agree as follows:

- (a) All parties to this Agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed; however, this provision shall not constitute a waiver of any rights under the Advisers Act.**
- (b) Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.**
- (c) The ability of the parties to obtain documents, witness statements, and other discovery is generally more limited in arbitration than in court proceedings.**
- (d) The arbitrators do not have to explain the reason(s) for their award unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 20 days prior to the first scheduled hearing date.**

- (e) The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
- (f) The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.
- (g) The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this Agreement.

All controversies that may arise between you and Strategic Advisers, FBS, and/or NFS concerning your Account, or any order, or transaction, or the continuation, performance, interpretation, or breach of this Agreement, shall be determined by arbitration through FINRA or any United States securities self-regulatory organization or United States securities exchange of which any person, entity, or entities against whom the claim is made is a member, as you may designate. If you commence arbitration through a United States 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 Strategic Advisers, FBS, and/or NFS in writing of your designation within five days after such failure or after you receive from Strategic Advisers, FBS, and/or NFS a written demand for arbitration, then you authorize 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 Rules and Mediation Procedures then in effect or, if the parties mutually agree, by another dispute resolution forum. You understand that judgment upon any arbitration award may be entered in any court of competent jurisdiction.

No person shall bring a putative or certified class action to arbitration or seek to enforce any predispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class action who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied, (ii) the class is decertified, or (iii) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this Agreement except to the extent stated herein.

This predispute arbitration agreement shall survive the termination of this Agreement pursuant to Section 15.

FEE SUPPLEMENT

This Fidelity® Strategic Disciplines Fee Supplement (“Fee Supplement”) is part of, and incorporates by reference, your Client Agreement. Unless otherwise defined in this Fee Supplement, defined terms have the same meaning as in your Client Agreement. In the event any provision of this Fee Supplement conflicts or is inconsistent with any provision of your Client Agreement, the provisions of this Fee Supplement will govern for Advisory Services provided to your Account.

I. Advisory Fees—Fidelity® Tax-Managed U.S. Equity Index Strategy

Average Daily Assets*	Annual Advisory Fee
Up to \$200,000	0.65%
For the next \$100,000	0.50%
For the next \$200,000	0.35%
For the next \$500,000	0.30%
For the next \$1,000,000	0.26%
For the next \$1,000,000	0.23%
For amounts greater than \$3,000,000	0.20%

The average daily assets of accounts are determined on the last business day of the quarter.

*Average daily assets of Fidelity’s Portfolio Advisory Services accounts are determined on the last business day of the quarter. Clients can fill out a form to aggregate Fidelity® Tax-Managed U.S. Equity Index Strategy Accounts with other Fidelity® Tax-Managed U.S. Equity Index Strategy or Fidelity® Equity-Income Strategy Account balances in order to arrive at the reduced fee rates applicable to different levels of account balances. Fidelity® Tax-Managed U.S. Equity Index Strategy Account balances cannot be aggregated with other Portfolio Advisory Services account balances. To aggregate accounts for fee discounts, please contact your Fidelity representative for details of the account aggregation policy, including any other account that may meet the eligibility requirements, and to get the form to apply for aggregation.

The annual advisory fee for your Account is reduced by a Credit Amount. The purpose of the Credit Amount is to reduce your annual advisory fee by the amount of the fees, if any, received by Strategic Advisers or its affiliates, from the core Fidelity money market fund and any Fidelity or non-Fidelity ETFs held in your Account for investment management, distribution or shareholder servicing. Since neither Strategic Advisers nor its affiliates receive compensation with respect to individual equity securities held in your Account, these securities do not impact the calculation of the Credit Amount.

II. Advisory Fees—Fidelity® Equity-Income Strategy

Average Daily Assets*	Annual Advisory Fee
Up to \$200,000	0.90%
For the next \$100,000	0.70%
For the next \$200,000	0.50%
For the next \$500,000	0.45%
For the next \$1,000,000	0.40%
For the next \$1,000,000	0.35%
For amounts greater than \$3,000,000	0.30%

The average daily assets of accounts are determined on the last business day of the quarter.

*Average daily assets of Fidelity’s Portfolio Advisory Services accounts are determined on the last business day of the quarter. Clients can fill out a form to aggregate Fidelity® Equity-Income Strategy Accounts with other Fidelity® Equity-Income Strategy or Fidelity® Tax-Managed U.S. Equity Index Strategy Account balances in order to arrive at the reduced fee rates applicable to different levels of account balances. Fidelity® Equity-Income Strategy Account balances cannot be aggregated with other Portfolio Advisory Services account balances. To aggregate accounts for fee discounts, please contact your Fidelity representative for details of the account aggregation policy, including any other account that may meet the eligibility requirements, and to get the form to apply for aggregation.

The annual advisory fee for your Account is reduced by a Credit Amount. The purpose of the Credit Amount is to reduce your annual advisory fee by the amount of the fees, if any, received by Strategic Advisers or its affiliates, from the core Fidelity money market fund and any Fidelity or non-Fidelity ETFs held in your Account for investment management, distribution or shareholder servicing. Since neither Strategic Advisers nor its affiliates receive compensation with respect to individual equity securities held in your Account, these securities do not impact the calculation of the Credit Amount.



Fidelity® Strategic Disciplines is a service of Strategic Advisers, Inc., a registered investment adviser and a Fidelity Investments company.
This service provides discretionary money management for a fee.

Brokerage services are provided by Fidelity Brokerage Services LLC. Custody and other services are provided by National Financial Services LLC. Both are Fidelity Investments companies and members of NYSE and SIPC.