

## **CLIENT AGREEMENT**

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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 shown on the Account Application (“you”) in the Portfolio Advisory Services—BlackRock® Diversified Income Portfolio program (the “Service”). By completing and signing the Account Application for the Service, which is incorporated into this Agreement by reference, you agree to the terms of this Agreement.

The Service is an advisory service for which Strategic Advisers acts as an investment adviser and has discretionary investment authority over your Account. BlackRock Investment Management, LLC (BlackRock), will provide Strategic Advisers with an investment model (referred to herein as a “Model Portfolio”) that Strategic Advisers will use in rendering advisory services to your Account by investing in a portfolio of investments, which may include exchange-traded products (“ETPs”) and mutual funds (together, “Portfolio Investments”), in accordance with the investment strategy of the Model Portfolio. ETPs can include exchange-traded funds, exchange-traded notes, unit investment trusts, closed-end funds, master limited partnerships, and certain grantor trusts. BlackRock is not acting as investment adviser or portfolio manager with respect to client Accounts.

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 the Account. Strategic Advisers will provide discretionary investment management services with respect to that portion of the Account that is cash or other short-term investments or that is invested in Portfolio Investments in accordance with the investment strategy of the Model Portfolio. Strategic Advisers will not provide discretionary investment management services with respect to any other assets you contribute to your Account, 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. 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. All Portfolio Investments 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 funds, your shares will be held either in your name or in the name of NFS or its agents on the records of the funds’ transfer agent. You will receive shareholder communications relating to the Portfolio Investments 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 even where Strategic Advisers may consider them when providing advice to you as part of the Service. 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 14(b) below.

This Agreement includes and incorporates by reference the Account Application, the Fundamentals (as defined in Section 5 below), 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 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 Strategic Advisers 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 Strategic Advisers relating to your Account to the extent the subject matter is covered in this Agreement.

**2. Advisory Services.** Strategic Advisers will use a Model Portfolio provided by BlackRock in rendering Strategic Advisers’ investment advisory services for your Account, as described in the Fundamentals. By entering into this Agreement, you authorize and direct us to manage the assets in your Account on a discretionary basis, except for any assets you specifically authorize us to sell, and subject to any limitations on our management described in the sections below.

We will allocate and, when appropriate, reallocate the assets in your Account among certain Portfolio Investments available through the Service. We may, without your further consent, delegate any or all of our responsibilities under the 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.

This Agreement relates to the advisory services 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.

**3. Your Financial Information and Portfolio Preferences.** Strategic Advisers will manage the assets in your Account consistent with the investment strategy of the Model Portfolio. 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 differ from the performance of accounts enrolled in the Service without restrictions, possibly producing lower overall results. Our 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. You acknowledge that we will rely on the personal information you provide in determining whether the Service is appropriate for you and in managing your Account on an ongoing basis (for Accounts opened by a trust with multiple beneficiaries, the personal information provided by the trustee(s) of the trust will represent the collective beneficiaries of the trust). You represent that your investor profile information is accurate and complete in all material respects, and that we bear no responsibility for investment management decisions or other actions taken on the basis of incomplete, misleading or incorrect investor profile information you supply. You agree to notify us promptly of any change in your investor profile information, including reasonable modifications to existing restrictions, and of any change that may affect the manner in which we should allocate or invest the assets in your Account. We will provide substantially the same Model Portfolio to different clients with substantially the same investor profile responses. The information you provide Strategic Advisers in the investor profile or otherwise will be used by us in conjunction with the Service only, and will not be used by our affiliates for any other services they may provide, including brokerage services, unless you specifically instruct or permit us to share the information.

**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, date of birth, residential 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 to 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: (1) be a U.S. person (including a U.S. resident alien), (2) reside in the U.S. and 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 (3) 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 the 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. 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 all fees are subject to change. The annual advisory fee is calculated based on average daily assets as determined on the last day of the quarter, is applied on a quarterly basis, in arrears, and is due at the end of each calendar quarter. For additional details about advisory fees applicable to your Account, please refer to the Fee Supplement to this Agreement applicable to your Service. The annual advisory fee covers Strategic Advisers' ongoing management of your Account assets, including Strategic Advisers'

selection and oversight of BlackRock (as provider of the Model Portfolio) and any compensation Strategic Advisers provides to BlackRock, as well as trading costs associated with the purchases and sales of Portfolio Investments effected through our 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 the investment management team. The fee does not cover charges resulting from trades effected with or through broker-dealers other than our affiliates, or markups or markdowns by other such broker-dealers, transfer taxes, exchange fees, regulatory fees, odd-lot differentials, handling charges, electronic fund and wire transfer fees, and any other charges imposed by law or otherwise agreed to with regard to your Account. These charges will be reflected on your transaction confirmations and monthly statements to the extent applicable.

Cash balances in your Account will be invested in the core money market fund ("Fund"), with which Fidelity affiliates have agreements to provide advisory, administrative, distribution, and other services, and through which those affiliates receive compensation for the services rendered. In addition, as a shareholder of the Fund, you will bear a proportionate share of the Fund's expenses, including investment management fees that are paid to Fidelity Management & Research Company, an affiliate of Strategic Advisers. These fees are in addition to the annual advisory fee described above and are imbedded in the mutual fund pricing.

Your annual advisory fee may be reduced by a Credit Amount. The purpose of the Credit Amount is to reduce your annual advisory fee by the amount of the fees or other compensation, if any, received by Fidelity (or any affiliates) from Fidelity and non-Fidelity Portfolio Investments for investment management or certain other services. This Credit Amount is calculated daily and applied quarterly. 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 the total Credit Amount.

The advisory fee does not include underlying shareholder expenses taken at the individual security level for the Portfolio Investments in your Account. These are the standard expenses that all investors pay. Some of these underlying expenses may be paid to Strategic Advisers or its affiliates and will be reflected in the Credit Amount.

The compensation we, or our affiliates, receive related to your investment in Fidelity Portfolio Investments may exceed the compensation received from your investments in non-Fidelity Portfolio Investments; however, the application of the Credit Amount is intended to address this point. For a description of the fees paid by a Portfolio Investment, please refer to the prospectus for that Portfolio Investment. The advisory fee is based on the total value of assets in your Service accounts that are eligible to be aggregated for fee purposes, and is prorated based on days with the Service. 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 Fund; however, in the event that this amount is inadequate, other Portfolio Investments selected by the investment management team will be liquidated to cover the fee, which could in turn lead to further liquidations to adjust the holdings in your Account so that it is invested in accordance with the Model Portfolio. These liquidations may generate a taxable gain or loss. In rare circumstances, we may agree to negotiate the fee for large accounts; this may result in certain clients paying less than the standard fee. 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 advisory fees 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 Portfolio Investments.** You authorize us to place trades with 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 Portfolio Investments, executed through NFS. NFS receives remuneration, compensation, or other consideration for directing orders for securities to particular broker-dealers or 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 by NFS in connection with the routing of a particular order will be provided upon your request, and an explanation of NFS's order-routing practices will be provided to you on an annual basis and at your request.

You may elect to transfer interests of certain Portfolio Investments into your Account; please see the Fundamentals applicable to the Service for additional information as to what types of securities are "eligible securities" for transfer purposes. Should you transfer into your Account Portfolio Investments 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 will liquidate those securities in whole or in part on your behalf as soon as reasonably practical and you acknowledge that transferring such securities into your Account acts as a 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 Portfolio Investment, or any other fees applicable to the redemption 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 the Portfolio Investments you contribute to your Account into Portfolio Investments as appropriate for your Account.

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 us to effect "agency cross trades" (that is, trades in which we 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 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. In addition, you agree that, to the extent permitted by law and applicable policies and procedures, we may effect "advisory cross trades" involving your Account (that is, trades 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 advisory cross trades when we believe it is desirable to buy for one client securities another client owns and such trades are in the best interests of all clients involved. We will only effect advisory cross trades in securities for which market quotations are readily available. Advisory 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 we, our affiliates, nor any broker-dealer through which these advisory 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.

When we effect trades for your Account, we may aggregate these trades with trades for other clients when, in our 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 purchase and sale orders actually placed for each client's Account.

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

**9. Valuation and Tax Issues.** The market value of 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 ETPs held in your Account, we will value ETPs listed on a national securities exchange at the closing price, as of the valuation date, on the principal exchange or market on which such ETPs are traded. 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.

You may have an economic and taxable gain or loss when securities are sold or redeemed. 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 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. Please consult your own tax adviser regarding your specific tax situation.

You understand that we may buy and sell investments held in your Account fairly often and that each purchase and sale may be a taxable event for you. Any Portfolio Investments we permit you to deposit, transfer, or contribute to your Account that we do not elect to retain may be sold at any time after contribution. Please contact your tax adviser as necessary.

**10. Proxy Voting, Legal Proceedings and Trade Confirmations.** In general, we do 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 Portfolio Investments, their service providers, or NFS. We will not advise you on the voting of proxies. Any proxy voting must be exercised by you directly. You agree that we will not advise you or act on your behalf in any legal proceedings, including bankruptcies or class actions, involving securities held or previously held in your Account or of 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 semi-annual reports, and proxy materials, for Portfolio Investments that are not managed by Fidelity Management & Research Co. or an affiliate thereof held in your Account. You may also direct Strategic Advisers to act as your agent to vote proxies on your behalf for the Portfolio Investments held in your Account. For Fidelity Portfolio Investments, you may instruct Strategic Advisers to vote proxies of a Fidelity Portfolio Investment in the same proportion as the vote of all other holders of such Fidelity Portfolio Investment. For non-Fidelity Portfolio Investments, 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 Advisers 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.

**11. Risk Acknowledgement.** Investments in your Account are subject to the risks associated with investing in Portfolio Investments and will not always be profitable. We do not guarantee the results of our Advisory Services, or that the objectives of the Portfolio Investments or your Account will be met. We will not offer any advisory services on or be responsible for any of your assets not being managed by us. However, if during establishment of your relationship or a subsequent periodic or other review, you inform us of such assets (including those in any separate brokerage account you may otherwise have with FBS or NFS), we may consider them in connection with our determination of whether the Service is appropriate for you, but this does not mean that our investment advisory relationship with you extends to these other assets (or that any separate brokerage account you have with FBS or NFS is an investment advisory account). 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 by a fund/product 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. You understand that we may buy and sell investments held in your Account fairly often and that each buy and sell in a nonretirement Account may result in tax consequences to you.

**Nondeposit investment products offered through NFS, 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.**

**12. 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 acknowledge that the Service is not designed to provide tax advice of any kind. 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.

**13. 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 propose to you any investment that may be proposed, bought, or sold for any other clients or accounts, including our own accounts and those of our affiliates and their related persons.

#### **14. 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 management of your Account 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 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 or sold. 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 our Advisory Services for your Account (or for any portion of your Account) upon thirty (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 our Advisory Services for your Account as described above (which shall include the termination of this Agreement), 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 to the extent that your Account is converted to a self-directed brokerage account, the fee credit noted in Section 6 above will not apply to your Account. In general, the self-directed brokerage account that remains upon the suspension or termination of our Advisory Services may not be used for ongoing trading activity, other than for distributions and transfers out of the 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, the 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 our 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 the suspension or termination of our Advisory Services, 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. 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 clearinghouse 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 our 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 15 below (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 and/or authorized persons before acting on any instructions from a joint Account owner or authorized person, 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 adviser. 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") and for which you are 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, 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 money market fund.

(e) Unclaimed Property.

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

(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 the Account through written or verbal communication or by drawing down the balance of this Account to zero, FBS may terminate this Agreement without sending written notice. You will remain responsible for all charges, debit items, or other transactions initiated or authorized by you, whether arising before or after termination of the 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.

**15. 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 Fidelity's 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).

**16. 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 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]) 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 by us upon 30 days' prior written notice to you. 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, and Supplements) 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, 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 (Code), or the Employee Retirement Income Security Act of 1974, as amended ("ERISA").

### **Predispute Arbitration Clause**

This Agreement contains a predispute arbitration clause. By signing the Account Application associated with this Agreement, you and Strategic Advisers, FBS, NFS, and their successors, assigns, and affiliates (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 us concerning any subject matter, issue, or circumstance whatsoever (including, but not limited to, controversies concerning any Account, order, or transaction, or the continuation, performance, interpretation, or breach of this or any other agreement between you and us, whether entered into or arising before, on or after the date this Account is opened) shall be determined by arbitration through the Financial Industry Regulatory Authority (FINRA) or any United States securities self-regulatory organization or United States securities exchange of which the person, entity, or entities against whom the claim is made is a member, as you may designate. If you commence arbitration through a United States self-regulatory organization or United States securities exchange and the rules of that organization or exchange fail to be applied for any reason, then you shall commence arbitration with any other United States securities self-regulatory organization or United States securities exchange of which the person, entity, or entities against whom the claim is made is a member. If you do not notify us in writing of your designation within five (5) days after such failure or after you receive from us a written demand for arbitration, then you authorize us to make such designation on your behalf. The commencement of arbitration through a particular self-regulatory organization or securities exchange is not integral to the underlying agreement to arbitrate. You understand that judgment upon any arbitration award may be entered in any court of competent jurisdiction.**

No person shall bring a putative or certified class action to arbitration, 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 our Advisory Services for your Account (which shall include the termination of this Agreement) pursuant to Section 14. In such event, your Account will become a self-directed brokerage account with FBS, subject to the terms and conditions specified in Section 14.

## Portfolio Advisory Services—BlackRock® Diversified Income Portfolio

### FEE SUPPLEMENT

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This 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

Average Daily Assets	Annual Advisory Fee
For the first \$200,000	1.10%
For the next \$100,000 or portion thereof	0.90%
For the next \$200,000 or portion thereof	0.85%
For the next \$500,000 or portion thereof	0.80%
For the next \$1 million or portion thereof	0.70%
For the next \$1 million or portion thereof	0.60%
For amounts greater than \$3 million	0.55%

Average daily assets of Accounts are determined on the last business day of the quarter. Certain balances may be aggregated with certain other Portfolio Advisory Services Account balances in order to arrive at the reduced fee rates applicable to various marginal balances. Contact your representative for details of the Account aggregation policy.

#### II. Credit Amount

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 Fidelity and non-Fidelity Portfolio Investments, including the core money market fund, for investment management or distribution or shareholder servicing fees.



Strategic Advisers, Inc., and BlackRock Investment Management, LLC, are independent entities and are not legally affiliated. Strategic Advisers, Inc., is the investment manager for client accounts and implements trades for the accounts based on the model portfolio of investments it receives from BlackRock Investment Management, LLC. Strategic Advisers, Inc. may select investments for an account that differ from BlackRock Investment Management, LLC's, model.

BlackRock® Diversified Income Portfolio is a service offered through 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.

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Fidelity Brokerage Services LLC, Member NYSE and SIPC, 900 Salem Street, Smithfield, RI 02917

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