Things to Know Before Using Your Account

The information in this box is only a summary. Please read the complete Agreement for more complete information.

Using your brokerage account involves risks, for which you assume full responsibility.

As the account owner, you are fully responsible for monitoring your account and for all investment decisions and instructions concerning your account. Unless we have contractually agreed otherwise, we have no responsibility for monitoring your account or your investment decisions, even if your decisions were based on our recommendations. Additionally, unless we have contractually agreed otherwise, your account is a brokerage account and not an investment advisory account subject to the Investment Advisers Act of 1940.

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

Before you start using your account or any account feature, it's essential that you understand the terms, conditions, and policies that apply. You should also understand your relationship with Fidelity, as described herein and in the FBS Form CRS, as well as the conflicts of interest that exist as described in the Products, Services, and Conflicts of Interest disclosure document, available online at Fidelity.com/Reg-BI-Master-Disclosure.

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

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

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

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

Disputes between you and Fidelity are settled by arbitration.

As with most brokerage accounts, the parties agree to waive their rights to sue in court, and agree to abide by the findings of an arbitration panel established in accordance with an industry self-regulatory organization.

How to Contact Us

For matters concerning your account, including questions, changes, and notification of errors, reach us:

By Phone
800-544-6666

Online
Fidelity.com

In Writing
Fidelity Investments
Client Services
PO Box 770001
Cincinnati, OH 45277-0045

Who's Who in This Agreement

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

About This Agreement

Fidelity's Commitments to You

Under this Agreement, Fidelity has certain rights and responsibilities. When we accept your account application, we are agreeing to serve as your broker and to maintain an account for you. We agree, subject to our acceptance of an authorized order, to buy, sell, or otherwise dispose of, or acquire, securities for you according to your instructions. We also agree to provide, or acquire, various services and features, as described on the following pages.

Your Commitments to Fidelity

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

- to accept full responsibility for the content and accuracy of all authorized instructions placed on your account, and for all results and consequences of these instructions, including all investment decisions, trading orders, tax consequences, and instructions placed by you or any other person you authorize
- to pay all fees, charges, and expenses incurred on your account, in accordance with the provisions of this Agreement and the fee schedule in effect at the time (a current schedule is attached hereto and incorporated herein); for services we perform at your request that are not covered in our current fee schedule, you agree to pay the applicable fee
- to maintain enough assets in your account to satisfy all obligations as they become due, and to understand that we may take whatever steps we consider necessary to resolve unpaid debts or other obligations
- to use the account and its features according to this Agreement and for your own personal purposes only
- to conduct business with Fidelity and its affiliates electronically, which necessarily includes having your personal financial information transmitted electronically, and to electronic delivery of all documents (including your initial notice of our privacy policy) and communications related to this account and all your other Fidelity accounts as detailed in the Electronic Delivery Agreement, which is incorporated herein by reference. Since, electronic (including wired and wireless) communications may not be encrypted, you acknowledge that there is a risk that data, including email, electronic and wireless communications, and personal data, may be accessed by unauthorized third parties when communicated between you and Fidelity or between you and other parties
- to provide and maintain as current both your mobile phone number and email address as both are required for account security, transactional alerts, and delivery of other communications. You consent to Fidelity's use of your email address and/or mobile phone number to message, call, or text you for these purposes. Message and data rates apply and frequency may vary. For help with texts, reply HELP. To opt out of texts, reply STOP. You acknowledge that you can update your contact information through your profile on Fidelity.com.
- to keep secure your account number, username, and password, and any devices, such as mobile phones or pagers, you use in connection with your account
- to let us monitor and/or record any phone conversations with you
- to let us create a digital representation of your voice—a "voiceprint"—that may be used for verifying your identity when you contact Fidelity
- to let us verify the information you provide and obtain credit reports and other credit-related information about you at any time, such as payment and employment information (whether for margin or any other purpose), and to permit any third-party financial service provider to do likewise
- to resolve disputes concerning your relationship with us (other than class actions) through arbitration rather than in a court of law
- if applying for margin, to authorize Fidelity to lend property of yours that has been pledged as collateral, and to comply with all provisions of this Agreement concerning margin, including determining that margin borrowing is appropriate for you, based on your own careful examination of your financial resources, investment objectives, and risk tolerance
- if applying for any other optional features or services, to understand and accept the terms associated with them
- to protect Fidelity against losses arising from your usage of market data and other information provided by third parties

- to read the fund's prospectus, including its description of the fund, the fund's fees and charges, and the operation of the fund, whenever you invest in, or exchange into, any mutual fund (including any fund used for your core position)
- to notify us in writing any time there is a material change in your financial circumstances or investment objectives
- to be bound by the current and future terms of this Agreement, from the time you first use your account or sign your application, whichever happens first
- that if you have authorized someone to act on your behalf in your account, any and all disclosures may be provided solely to you or the individual acting on your behalf as part of the scope of his or her authority
- that we are authorized by you to use information related to you or any of your accounts, including information that Fidelity or its affiliates obtain in connection with services to or through your employer or a workplace plan or other benefit
- If Fidelity has a reasonable belief that financial exploitation of an elder or vulnerable adult has or is being attempted or has occurred, Fidelity may, in its sole discretion, notify a person reasonably associated with the elder or vulnerable adult. A reasonably associated person is an immediate family member of the customer, a person who is currently or was previously authorized with any level of access on any of the customer's accounts, or who is currently or was previously a beneficiary on any of the customer's accounts.

Account Features

The Fidelity Account® brokerage account offers access to a range of integrated financial services, making it a versatile investment and cash management tool. Certain features and services are standard with your account. Others are optional, and may be added either when you open your account or later. Note that some features and fees vary depending on the nature of your relationship with Fidelity.

Industry regulations require that Fidelity Brokerage Services LLC (FBS) and its clearing firm, National Financial Services LLC (NFS), allocate between them certain functions regarding the administration of your account. The following is a summary of the allocation of those functions performed by FBS and NFS.

FBS is responsible for:

- Obtaining and verifying account information and documentation.
- Opening, approving and monitoring trading and other activity in your account.
- Acceptance of orders and other instructions from you regarding your account, and for promptly and accurately transmitting those orders and instructions to NFS.
- Determining the suitability of investment recommendations and advice, and that those persons placing instructions for your account are authorized to do so.
- Operating and supervising your account and its own activities in compliance with applicable laws and regulations, including compliance with federal, industry and NFS margin rules pertaining to your margin account and for advising you of margin requirements.
- Maintaining the required books and records for the services it performs.
- Investigating and responding to any questions or complaints you have about your account(s), confirmations, your periodic statement or any other matter related to your account(s). FBS will notify NFS with respect to matters involving services performed by NFS.

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

- The clearance and settlement of securities transactions.
- The execution of securities transactions, in the event NFS accepts orders from FBS.
- Preparing and sending transaction confirmations and periodic statements of your account (unless FBS has undertaken to do so).
- Acting as custodian for funds and securities received by NFS on your behalf.
- Following the instructions of FBS with respect to transactions and the receipt and delivery of funds and securities for your account.
- Extending margin credit for purchasing or carrying securities on margin.
- Maintaining the required books and records for the services it performs.
- NFS will not give you advice about your investments and will not evaluate the suitability or best interest (if applicable) of investments made by you, your investment representative, or any other party.

Standard Features

Securities Trading

This account is a brokerage account that allows you to trade and hold many securities that are publicly traded in the United States, such as most securities in these categories:

- stocks, including common and preferred
- bonds, including corporate, municipal, and government, certificates of deposit (CDs) and credit union share certificates (CUSCs)
- unit investment trusts (UITs)
- convertible securities
- mutual funds, including Fidelity funds, non-Fidelity funds, exchange-traded funds (ETFs), and closed-end funds
- options, including stock and index options, and in some cases options offered through an employee stock option program (ESOP)

The account can also be used to trade certain foreign securities (either directly or as depositary receipts) and precious metals.

Aggregate, non-personal data may be made publicly available on our websites, online services, and/or mobile applications. Aggregate non-personal data may also be shared with clients, affiliates, and third parties consistent with applicable law.

Some investments that cannot be traded through your Fidelity Account® are futures and commodities.

When you place a trade, you may have a choice of order types, including market orders, limit orders, stop orders, and stop-limit orders. To find out how these different types of orders work, and for other helpful information, go to Fidelity.com/brokerage. Fidelity may refuse to accept or execute any order or instruction related to your account, for any reason and at any time, in its sole discretion.

Trading Foreign Securities

Fidelity offers you different ways to trade foreign stocks: "International Trading," "Dollarized International Trading," or "Foreign Ordinary Share Trading." International Trading allows you to trade most common stocks and exchange-traded funds (ETFs) directly in the local market with an option to settle your trade in U.S. dollars or in the local currency. Foreign Ordinary Share Trading allows you to trade shares in foreign corporations in the over-the-counter (OTC) market through a U.S. market maker. All customers trading foreign securities should be aware of certain risks described below:

Trading in foreign securities, including direct investments in foreign markets, involves various investment risks, including foreign exchange risk (the possibility that foreign currency will fluctuate in value against the U.S. dollar); increased volatility as compared to the U.S. markets; political, economic, and social events that may influence foreign markets or affect the prices of foreign securities; lack of liquidity (foreign markets may have lower trading volumes and fewer listed companies, shorter trading hours, and restrictions on the types of securities that foreign investors may buy and sell); and less access to information about foreign companies. Trading in foreign securities also may be subject to various credit, settlement, operational, financial, and legal risks. Emerging markets, in particular, can be subject to greater social, economic, regulatory, and political uncertainties, and can be extremely volatile.

These risks may include but are not limited to:

Physical Markets. Certain countries may have less regulated or less liquid securities markets. Some countries still rely on physical markets that require delivery of properly endorsed share certificates to complete trades. As a result, the settlement process can be lengthy (and erratic in some markets) and carries an increased risk of

failure, including, but not limited to, the failure of the counterparty to deliver securities in exchange for payment.

Misidentification of Securities. Foreign companies may have multiple classes of securities, including "foreign" and "local" shares. Inadequate understanding of a foreign company's capital structure or imprecision in placing orders can result in purchasing the wrong securities.

Non-DVP Transactions. Local trading and settlement customs frequently require non-DVP ("delivery versus payment") transactions. Unlike DVP transactions, which involve a simultaneous exchange of securities and payment, non-DVP transactions can increase counterparty risk because the purchaser pays before securities are delivered or the seller delivers securities before payment is made.

Trading Days and Hours. Differences in trading days and hours can also create operational issues, trading delays, and complicate clearance and settlement. Unless indicated otherwise, all online trading hours are reflected in U.S. Eastern time. Foreign securities orders will not be sent to the local market except during market hours in the specified country. Orders entered during such nonmarket hours will be released to the local market before it opens. Foreign exchange orders for a given trade date may be entered up until 5 p.m. Eastern time. Any orders submitted after this time will be submitted for execution on the following trade date. Generally, the settlement date for orders placed together for foreign securities and foreign exchange corresponds to the settlement date for the underlying security, absent differences in bank and local market days of operation.

Cross-Border Settlement. Cross-border settlement involves the interaction of different settlement systems and differing (and potentially inconsistent) laws in each of the affected countries.

Dividend and Reorganization Payments. Dividend and reorganization payments are paid when funds are received from local market custodians, which may or may not coincide with the actual announced payment date. Participation in shareholder voting and/or dividend payments in non-U.S. securities is subject to the rules and regulations of the non-U.S. market in which the security was issued and may require the disclosure of your personal information, including but not limited to name, address, and country of citizenship and/or residence.

Trading Restrictions and Market Operations. Foreign markets often operate differently from U.S. markets. For example, there may be different periods for clearance and settlement of securities transactions, and investments in foreign securities may be subject to local market trading restrictions and fees. Certain markets may impose restrictions regarding repatriation of monies or limit certain investment activities. Fidelity is not responsible for notifying customers of each country's specific requirements. Customers agree to conduct appropriate due diligence to understand specific limitations in each country.

Margin Privileges. Extension of margin credit in foreign securities may result in greater risk than U.S. securities. Foreign securities may be eligible for margin privileges when a brokerage account has been opened and the customer has applied and been approved for margin trading.

Limited Recourse Under Local Law. A U.S. investor may not be able to sue a foreign issuer or a Foreign Executing Broker, or to enforce a judgment in U.S. courts. The only available remedy may be the legal remedies that are available under foreign law, and those remedies may be limited.

Tax Treatment. There may be negative tax consequences when trading in certain countries. You should consult a tax advisor for further information.

Foreign securities positions that are not in the custody or control of NFS are not covered by SIPC or any additional insurance secured by NFS.

Fidelity may limit, restrict, or terminate your ability to trade in certain foreign securities at any time and in Fidelity's sole discretion.

Please refer to Additional Information for more on Fidelity's brokerage fee schedules, fees for various features and services, and margin borrowing charges. Note that foreign jurisdictions may impose additional fees, taxes, or other charges from time to time, which may not be reflected in the fee schedule in effect at that time. By placing a trade in a foreign security, you agree to pay any such applicable fees, taxes, or other charges, regardless of notice.

Foreign Currency Exchange Risk Disclosure Statement

While this brief statement cannot disclose all risks associated with trading in foreign currency, when considering whether to trade or authorize someone else to trade foreign currency for you, you should be aware of the following:

The Risk of Loss in Trading Foreign Currency Can Be Substantial. You should, therefore, carefully consider whether trading foreign currency is suitable for you in light of your financial condition, risk tolerance, and understanding of foreign markets.

Cash Held in Foreign Currency. To the extent that you hold all or a portion of your cash assets in a currency other than your local currency, you may suffer currency losses from unfavorable exchange rate movements that reduce the value of your cash assets compared to your local currency. These potential losses could leave you without sufficient cash to pay planned expenses or other liabilities.

Impossible to Liquidate. Under certain market conditions, you may find it difficult or impossible to liquidate an investment. This can occur, for example, when a currency is deregulated or fixed trading bands are widened. Certain currencies may not be available to invest in, sell through, or hold at Fidelity. Exchange practices, including currency controls, may change from time to time without notice. As a result, it is important that you understand the practices in the foreign markets in which you trade.

Currency Trading Is Speculative and Volatile. Currency prices are highly volatile. Price movements for currencies are influenced by, among other things, changing supply-demand relationships; trade, fiscal, monetary, exchange control programs and policies of governments; U.S. and foreign political and economic events and policies; changes in national and international interest rates and inflation; currency devaluation; and sentiment of the marketplace. None of these factors can be controlled by you or any individual advisor, and no assurance can be given that you will not incur losses from such events.

Currency Trading Presents Unique Risks. Fidelity, through its affiliate Fidelity FOREX, LLC ("Fidelity FOREX"), may refuse to quote prices for certain currencies or quote wide spreads for currencies that are experiencing high levels of volatility.

Broker Compensation. Fidelity serves as agent rather than principal to the foreign currency transaction. Fidelity sends the transaction to Fidelity FOREX for the foreign exchange transaction.

Fidelity FOREX Is an Affiliate of Fidelity. Fidelity FOREX acts as a principal on the currency exchange. Fidelity FOREX imposes a commission, or markup, to the price they receive from the interbank market, which may result in a higher price to you. Fidelity FOREX may in turn share a portion of any foreign exchange commission or markup with Fidelity. More favorable exchange rates may be available through third parties not affiliated with NFS. Larger transactions for foreign currency may receive more favorable rates than smaller transactions.

Foreign Currency Balances. Customers acknowledge that credit balances in foreign currency may or may not earn interest.

Extended-Hours Trading Risk Disclosure Statement

Trading in the extended hours (outside of the standard market hours, generally 9:30 a.m. to 4 p.m. Eastern time) may pose greater risks than the risks you take when you trade during standard market hours. You should review and understand these risks prior to engaging in extended-hours trading.

Liquidity, Volatility, and Price Spreads. Prices are based on the supply and demand created by other sellers and buyers. Because there are generally fewer participants trading during the extended-hours sessions, there may be wider price spreads, reduced liquidity, and higher volatility. These conditions may prevent your orders from being executed, in whole or in part, or you may receive a less favorable price than you might receive during standard market hours. Additionally, the prices of investments traded in extended-hours trading may not reflect the prices at the end of regular trading hours, or at opening the next morning.

Communication Delays. If there is a high volume of orders, increased number of communications being sent, or other computer system problems, you may experience delays or failures in communication that cause delays in or prevent access to current information about the investments you're considering, or in executing your order.

Time and Price Priority of Orders. Orders in the extended-hours sessions are generally handled in a price/time priority manner. Orders are first prioritized according to price, with the orders at the same price ranked based on the time the order was submitted. There is no trade through protection during the extended-hours sessions, so price/time priority is set by each market center, not across market centers. This may prevent your order from being executed, in whole or in part, or prevent you from receiving as favorable a price as you might receive during standard market hours. If you change your order, your change is treated as a cancellation and replacement, which may cause it to lose its time priority.

Access to Other Markets and Market Information. Not all market centers are connected in extended-hours trading sessions, and not all market centers offer extended-hours trading during the same time periods. This means there may be greater liquidity or a more favorable price for a particular security in another market center. Access to quotes and trading information in other market centers may be limited during extended-hours sessions. Normally, issuers make news announcements that may affect the price of their securities after regular trading hours. Similarly, important financial information is frequently announced outside of regular trading hours. Keep in mind that news stories and related announcements, coupled with lower liquidity and higher volatility, may cause an exaggerated and unsustainable effect on the price of a security.

Trading Options Securities. There is a risk of lack of calculation or dissemination of the underlying index value or Intraday Indicative Value ("IIV") and lack of regular trading in securities underlying indexes. For certain products, an updated underlying index, portfolio value, or IIV will not be calculated or publicly disseminated during Extended Trading Hours. Because the underlying index or portfolio value and IIV are not calculated or widely circulated during extended trading hours, an investor who is unable to calculate implied values for certain products during extended trading hours may be at a disadvantage to market professionals. Securities underlying the indexes or portfolios will not be regularly trading as they are during regular trading hours, or may not be trading at all. This may cause prices during extended trading hours to not reflect the prices of those securities when they open for trading.

Penny Stock Trading Risk Disclosure Statement

Low-priced securities, or penny stocks, generally trade for less than $5 per share and have a relatively small market capitalization. Before engaging in penny stock trading, you should carefully review and consider the following risks, which can be exacerbated in periods of market volatility:

Lack of Public Information. Reliable, publicly available information about the penny stock you're considering may not be available or as accessible as information about securities that trade on major exchanges. This can include information about the management, operations, financials, and other aspects of a company may not be available. As a result, it is less likely that quote prices will be based on full and accurate information about the company.

No Minimum Listing Standards. Companies that trade on major exchanges like the New York Stock Exchange or Nasdaq must meet minimum standards for the amount of net assets they have and the numbers of shareholders invested in their companies. In contrast, companies that trade as penny stocks in the OTC market may be subject to reduced or no minimum listing standards.

Liquidity Risk. Demand may not be constant for penny stocks, which means you may not be able to sell when you want to. You should carefully consider that you may have difficulty selling the stock, and that this could impact the sale price.

High Volatility. Penny stocks are susceptible to and can experience large price swings in a short amount of time. These swings may be exacerbated during periods of overall market volatility.

Fraud. Since reliable, publicly available information on penny stock is often limited and there is generally less liquidity and trading volume, these stocks can be a target for price or volume manipulation and other fraudulent activity.

For more information on penny stocks and their risks, see the three-part Investor Bulletin: Microcap Stock Basics from the SEC.

Core Account

Your Fidelity Account® includes a core account that holds assets awaiting investment or withdrawal. Any amount in your core account will be held in the core position specified on your Fidelity Account® application or as otherwise selected by you.

Depending on the type of Fidelity Account®, the available options for your core position may include a money market mutual fund, a bank sweep, or a free credit balance. Note that some of these options may not be available until after the account is established. With respect to both investment yield and compensation to Fidelity, results will typically vary across available core options. Generally, Fidelity earns more compensation when your funds are invested in products or services offered by an affiliate of Fidelity. The core option specified in the account application may not always provide the highest yield, based in part on the then-current interest rate environment. See the applicable mutual fund prospectus or FDIC-Insured Deposit Sweep Program Disclosure, as applicable, for more information. For purposes of the Core Account section of this Agreement, the free credit balance is referred to as the "Taxable Interest Bearing Option." This is different from the Intra-day Free Credit Balance described in the Credits to Your Account section of this Agreement. More details about the money market mutual fund and bank sweep can be found, respectively, in the money market mutual fund's prospectus or the FDIC-Insured Deposit Sweep Program Disclosure, both of which will be made available to you when applicable. Like any free credit balance, the Taxable Interest Bearing Option 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. Fidelity reserves the right to make changes to the available options and/or the options available to you for your core position. More details about the Bank Sweep can be found on the FDIC-Insured Deposit Sweep Program disclosure document (the "Program Disclosure"). Please note that, as more fully described in the Program Disclosure, the FDIC-Insured Deposit Sweep Program allows for the sweeping of Cash Balances into a money market mutual fund (this feature is known as the "Money Market Mutual Fund Overflow" or "MMKT Overflow") in certain circumstances. The Bank Sweep together with the MMKT Overflow make up the components of the FDIC-Insured Deposit Sweep Program. Once the account is established, you may be able to switch the core position to another available option.

After your Fidelity account has been opened, there may be situations where your core position must be changed from the option you currently use to another available option. Upon receiving advance written notice of such change, unless you contact Fidelity and inform us otherwise within the time frame specified in the notice, you will be deemed to (i) consent to such change and (ii) direct Fidelity to withdraw your funds from the core position you currently use and place those funds in the new core position.

If You Reside Outside the United States

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

1. New Fidelity Accounts.
If the Taxable Interest Bearing Option is your core position, your core account will operate as otherwise described in this Agreement except that you will be unable to change your core position, even if other options are made available to you.

If any option is utilized as your core position other than the Taxable Interest Bearing option, the process of sweeping the Intra-day and After-hours Free Credit Balances to your core account (as described in the Credits to Your Account section of this Agreement) will be suspended. As a result, all uninvested cash in your Fidelity Account® will be held as Intra-day and After-hours Free Credit Balances. You will also be unable to make any change to your core position, except that you may change your election to the Taxable Interest Bearing Option, if that option is available to you. Should you make that change, your core account will operate as if the Taxable Interest Bearing Option is your core position (as described in the immediately preceding paragraph).

2. Existing Fidelity Accounts.
If you have a Fidelity Account® that utilizes the Taxable Interest Bearing Option as your core position, your core account will operate as otherwise described in this Agreement, except that you will be unable to change your core position, even if other options are available to you.

If you have a Fidelity Account® that utilizes any option for your core position other than the Taxable Interest Bearing Option, the process of sweeping the Intra-day and After-hours Free Credit Balances to your core account will be suspended. You will be able to liquidate that position should you elect to do so, but you will generally be unable to add to it for as long as we believe you reside outside the United States, except for automatically reinvested dividends on money market mutual fund positions and the deposit of accrued interest in the case of a bank sweep. As a result, all new deposits to your Fidelity Account® or settlement proceeds from transactions in your Fidelity Account® will be held as Intra-day and After-hours Free Credit Balances. You will also be unable to make any change to your core position, except that you may change to the Taxable Interest Bearing Option, if that option is available to you. Should you make that change, your core account will operate as if you had an existing Fidelity Account® that utilizes the Taxable Interest Bearing Option (as described in the immediately preceding paragraph).

Should we determine that you no longer reside outside the United States, if your Fidelity Account® was subject to a suspension, this suspension will be lifted, the Intra-day and After-hours Free Credit Balances will be swept to your core account as specified on your application or as otherwise selected by you, and, going forward, your Fidelity Account® will operate as otherwise described herein.

Statements

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

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

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

We will also send out a confirmation for every securities transaction in your account. The only exceptions are automatic investments, automatic withdrawals, dividend reinvestments, automatic redemptions from money market mutual funds, certain fractional share liquidations, and transactions that involve your core position, or the Intra-day Free Credit Balance; for these activities, your regular account statement serves in place of a confirmation.

If you live with immediate family members who also have eligible Fidelity accounts, Fidelity may "household" those accounts to potentially qualify for enhanced services and features and to send statements and disclosures together to a common address. You may also elect to have your statements combined or householded by completing the information requested at Fidelity.com/customer-service/how-to-combine-statements. By participating in householding, you agree that Fidelity may provide the employers of any householded account holders with account statements, trade confirmations, or other documents as required by applicable regulations.

In addition, by signing the account application, you consent to have only one copy of Fidelity mutual fund shareholder documents, such as prospectuses and shareholder reports ("Documents"), delivered to you and any other investors sharing your address. Your Documents will be householded indefinitely; however, you may revoke this consent at any time by contacting Fidelity. Additional details regarding your consent are provided in the account application.

Account Protection

The securities in your account (including any amounts in the MMKT Overflow) are protected in accordance with the Securities Investor Protection Corporation (SIPC) for up to $500,000 (including up to $250,000 for uninvested cash). We also provide additional coverage above these limits. Neither coverage protects against a decline in the value of your securities, nor does either coverage extend to certain securities that are considered ineligible for coverage.

For more details on SIPC, or to request an SIPC brochure, visit www.sipc.org or call 202-371-8300.

Optional Features

You can set up these services using your account application. To add them to an existing account, contact Fidelity. Some of these features are covered by their own customer agreements, provided by third parties and/or are incorporated into this Agreement by reference (are legally considered part of this Agreement) and will be provided to you as applicable. Note that some services are not available for certain types of accounts.

Checkwriting

Checkwriting is available on many types of registration; exceptions include certain retirement plans. Note that canceled checks are not returned to you, although check imaging may be available.

Debit and Credit Cards; ATM Withdrawals

These cards can be used to make withdrawals at any ATM that accepts that type of card. Below are the types of cards you may apply for in connection with your Fidelity Account®:

Fidelity® Debit Card: All transactions are debited against your account the same day you make them. Fidelity currently covers the entire annual card fee.

Credit Cards: There are several different cards available to you. These cards have different features, including the ability to earn cash back rewards, while providing convenient access to credit. These credit cards are issued and administered by a third party. For information about rates, fees, and other costs and benefits associated with the credit card program, visit Fidelity.com/creditcards.

Bill Pay

Bill Pay service is free and allows you to pay your bills online. It can be set up to make fixed payments automatically, and you can also use it to send variable periodic payments on demand to designated payees.

Fidelity MyVoice®

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

Mobile Phone Number Security Check

In order to protect your account, we may review any changes made to your mobile phone number to ensure that a newly entered number is not associated with any known fraudulent activity. You authorize your mobile provider to disclose information about your mobile phone account, such as subscriber status, payment method (whether your account is prepaid or is subject to monthly billing), and device details, if available, to support identity verification and fraud avoidance, and for other security purposes for the duration of your business relationship with us. This information may also be shared with certain third-party companies whose services we utilize for security to support your transactions with us, and for identity verification and fraud avoidance purposes.

Transferring Money Electronically

Options for transferring cash in and out of your account electronically include bank wires, which use the Federal Reserve wire system, and electronic funds transfer (EFT), which works like an electronic check.

You can also set up your account to receive periodic transfers by activating the Automatic Investment feature. In addition, you can buy and sell shares of Fidelity mutual funds by telephone and use your bank account (via electronic funds transfer) to settle the transaction.

Margin

Margin Account

A margin account lets you borrow money from NFS, using eligible securities that are in your account as collateral. A margin account is designed primarily to finance additional purchases of securities, although it can also provide overdraft protection for your cash management activities.

Margin with Debt Protection

In a margin account, you may enable the Margin Debt Protection feature to help avoid the account from trading into a debit balance. This feature will impose limits similar to a cash account and prevent you from using margin in many circumstances. However, even with this feature enabled and the use of margin restricted, the account will be administered as a margin account.

For information on the benefits, costs, and risks of margin, see "Important Information about Using Margin and Its Risks."

Dividend Reinvestment

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

Accessing Your Account

There are a variety of ways you can place orders, access your account, get market and investment information, or contact Fidelity. Online choices include Fidelity.com, Fidelity Active Trader Pro®, alerts and wireless trading services, the Fidelity Investments mobile app, and other interactive services for computers or handheld devices. Some of these services are offered by Fidelity directly; others are offered by outside providers.

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

Account Policies

Account Registration

Joint Registration

With joint registration accounts, any obligations or liabilities resulting from one account owner's actions are joint and several (i.e., are the responsibility of each account owner, both individually and jointly). We may enforce this Agreement against all account owners or against any owner individually.

Each owner of a joint account may act as if they were the sole owner of the account, with no further notice or approval necessary from any joint owner. For example, a joint owner can write checks, buy and sell securities, withdraw assets, transfer assets into or out of the account, borrow against the account (such as through short sales or margin), arrange for account statements, notices, confirmations, and communications of every kind to be sent only to them and consent to electronic delivery of such communications in accordance with the terms of the Electronic Delivery Agreement, which is incorporated herein by reference, view all available historical account documents or change the account's features and services (although no account owner may remove another's name from the account).

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

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

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

Trust Accounts

The provisions in the foregoing section applicable to joint registration accounts shall likewise apply to trust accounts with multiple trustees, with one trustee having the rights and responsibilities of one joint account owner. In addition, applying for a trust account is considered to be a statement from the trustees that they are authorized, under the terms of the trust and applicable law, to open and direct a brokerage account on behalf of the trust, to receive notices, confirmations, account statements, and communications of every kind and consent to electronic delivery of such communications in accordance with the terms of the Electronic Delivery Agreement, which is incorporated herein by reference, and that their orders and transactions will be governed by the terms and conditions of all applicable trust agreements, and that Fidelity is authorized to accept instructions from any trustee.

Custodial Registration

For accounts opened under the Uniform Gifts to Minors Act (UGMA) or Uniform Transfers to Minors Act (UTMA), for purposes of the customer agreement, the custodian will be referred to as the account owner. However, the beneficiary is the legal owner of the assets. By opening this type of account, you acknowledge and agree that all assets in the account belong to the minor and that you will only use them for the minor's benefit—even after the assets have been removed from the account. You agree that at any time, Fidelity may, in its sole discretion and without prior notice to you, disclose information about the account to the beneficiary.

You also agree that once the minor reaches the age of termination, you will transfer the assets in the account in an appropriate and timely manner consistent with applicable state law. In the event the assets are not transferred, Fidelity may in its sole discretion and without prior notice, (i) restrict the account to prevent further activity including trading and/or (ii) if you are unable and/or unwilling to transfer the assets, unilaterally transfer the custodial property to the

beneficiary. You agree to indemnify and hold harmless Fidelity and its officers, directors, employees, agents and affiliates from and against any and all losses, claims or financial obligations that may arise from any such disclosure of information about the account, restrictions to the account and/or the transfer of the custodial property by Fidelity, including without limitation any claims you may or could have for any expenses incurred in the performance of your custodial duties and/or compensation for services that you have not already deducted from the UGMA/UTMA account prior to such restrictions and/or transfer.

Authorization and Direction to Obtain and Use Information Related to You

You authorize us to obtain and use information related to all of your accounts, workplace plans, or other benefits, or other information related to you that may be maintained by us or any of our affiliates, including without limitation information related to your accounts, participation, or benefits that we or any Fidelity affiliate may obtain in connection with providing services to or through your employer or a workplace plan or other benefit. We may use this information for any purpose not prohibited by law, such as in the provision of enhanced or integrated services or more personalized communications, but the information shall not be required to be used for any specific purpose.

Account Usage

First Use of Core Account

If a money market mutual fund is your core position, making your first investment into that fund is your acknowledgment that you have received and read a prospectus for that fund.

Prohibited Uses and Actions

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

Limits on Mutual Fund Trades

Because excessive trading in mutual fund shares can be detrimental to a fund and its shareholders, we may block account owners or accounts that engage in excessive trading from making further transactions in fund shares. A block on trading fund shares may be temporary or permanent, and may apply only to certain mutual funds or all mutual funds, including Fidelity funds.

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

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

How Transactions Are Settled

Credits to Your Account

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

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

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

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

Trading in Volatile Markets—Understand the Risks

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

- **Consider placing limit orders instead of market orders.** In certain market conditions or with certain types of securities offerings (such as IPOs and technology stocks), price changes may be significant and rapid during regular or after-hours trading. In these cases, placing a market order could result in a transaction that exceeds your available funds, meaning that Fidelity would have the right to sell other assets in your account. This is especially a risk in accounts that you cannot easily add money to, such as retirement accounts.
- **Be aware that quotes, order executions, and execution reports could be delayed.** During periods of heavy trading or volatility, quotes that are provided as "real time" may be stale—even if they appear not to be—and you may not receive every quote update. Security prices can change dramatically during such delays, and order execution may be delayed or unavailable.
- **If you attempt to cancel an order, understand that there is no guarantee that an open order can be canceled, in whole or in part.** If you wish to replace an order you have attempted to cancel, be sure your original order is actually canceled. Don't rely on a receipt for your cancellation order; that order may have arrived too late for us to act on.
- **Use other ways to access Fidelity during peak volume times.** Phone or computer capacity limitations could mean delays in getting information or placing orders. If you are having problems with one method, try another.

The chances of encountering these risks are higher for individuals using day-trading strategies. In part for this reason, Fidelity does not promote day-trading strategies.

For more information on trading risks and how to manage them, visit Fidelity.com or contact Fidelity.

If You Utilize a Fidelity Money Market Fund as Your Core Position

If you utilize a Fidelity money market fund as your core position, the Intra-day Free Credit Balance, if any, generated by activity occurring prior to the market close each business day (or 4 p.m. Eastern time on business days when the market is closed and the Fedwire Funds Service is operating) is automatically swept into your core account and invested in your core position at the market close.

There will be additional automatic sweeps into your core account early in the morning prior to the start of business on each business day that will also be invested in your core position at that time. These will include your After-hours Free Credit Balance along with credit amounts attributed to certain actual or anticipated transactions that would otherwise generate an Intra-day Free Credit Balance on such business day.

If You Utilize the Bank Sweep as Your Core Position

If you utilize the Bank Sweep as your core position, the Intra-day Free Credit Balance, if any, as well as any After-hours Free Credit Balance generated by activity occurring prior to Fidelity's nightly processing cycle are automatically swept into your core account as part of that nightly cycle (the "Evening Bank Sweep") and reflected in your Account as Program Deposits (as defined infra) in anticipation of the deposit process described below on the next business day.

There will be an additional automatic sweep into your core account early in the morning prior to the start of business on each business day that will also be invested in your core position at that time (the "Morning Bank Sweep"). This will include credit amounts attributed to certain actual or anticipated transactions that would otherwise generate an Intra-day Free Credit Balance on such business day.

The total amount of the Evening Bank Sweep and the Morning Bank Sweep is referred to as your Cash Balance. In the morning of the business day of the Morning Bank Sweep, your Cash Balance will be deposited in an FDIC-insured interest-bearing account (a "Program Deposit Account") at one or more participating banks (each, a "Program Bank"). The amounts on deposit are collectively referred to as your Program Deposits, and Program Deposits are eligible for FDIC insurance up to certain limits. Please note that in the event you have cash balances greater than either a) amount that the bank sweep program can place at the participating banks, or b) amounts that exceed the total FDIC insurance offered by the Program, excess funds will be swept into a money market mutual fund (this feature is known as the "Money Market Mutual Fund Overflow" or the "MMKT Overflow" component of the Bank Sweep program). Please see the FDIC-Insured Deposit Sweep Program Disclosure for more details.

If You Utilize the Interest Bearing Option as Your Core Position

If you utilize the Interest Bearing option as your core position, the Intra-day Free Credit Balance, if any, as well as any After-hours Free Credit Balance generated by activity occurring prior to Fidelity's nightly processing cycle is automatically swept into your core account as part of that nightly cycle and held in the Interest Bearing option.

Check and ACH Deposits

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

Debits to Your Account

All debit items (including checks, debit card transactions, bill payments, securities purchases, electronic transfers of money, levies, court orders or other legal process payments) are paid daily to the extent that sufficient funds are available. Note that debits to resolve securities transactions (including margin calls) will be given priority over other debits, such as checks or debit card transactions.

As an account owner, you are responsible for satisfying all debits on your account, including any debit balance outstanding after all assets have been removed from an account, any margin interest (at prevailing margin rates) that has accrued on that debit and any costs (such as legal fees) that we incur in collecting the debit. You are also responsible for ensuring that checks issued to you representing distributions from your account are promptly presented for payment. If a check issued to you from your account remains uncashed and outstanding for at least six months, you authorize and instruct Fidelity, in its sole discretion, to cancel the check and return the underlying proceeds to you by depositing the proceeds into your account.

To help ensure the proper discharge of debits, it is our policy (unless we agree to do otherwise) to do the following when settling debits against your account.

If You Utilize a Fidelity Money Market Fund as Your Core Position

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

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

There will be additional sweeps early in the morning prior to the start of business on each business day, and certain unsettled debits in your account along with debits associated with certain actual or anticipated transactions that would otherwise generate a debit in your account during the business day will be settled using redemption proceeds from the sale of your core position early in the morning prior to the start of business.

If You Utilize the Bank Sweep as Your Core Position

If you utilize the Bank Sweep as your core position and there are debits in your account generated by account activity occurring prior to Fidelity's nightly processing cycle, these debits will be settled using the following sources, in this order:

- any Intra-day or After-hours Free Credit Balances
- proceeds from the sale of any shares of the MMKT Overflow held in the core account
- proceeds from the withdrawal of Program Deposits occurring on the next business day (not including bank holidays or days on which the New York Stock Exchange is closed, such as Good Friday)
- redemption proceeds from the sale of any shares of a Fidelity money market mutual fund held in the account that maintains a stable (i.e., $1.00/share) net asset value and is not subject to a liquidity fee or similar fee or assessment
- if you have a margin account, any margin surplus available, which will increase your margin balance

In addition, early in the morning prior to the start of business on each business day, certain unsettled debits in your account along with debits associated with certain actual or anticipated transactions that would otherwise generate a debit in your account during the

business day will be settled using proceeds from the withdrawal of Program Deposits occurring that business day (not including bank holidays or days on which the New York Stock Exchange is closed, such as Good Friday). Debits associated with certain actual or anticipated transactions that would otherwise generate a debit in your account during the business day will be settled using proceeds first from the sale of any shares of the MMKT Overflow and then the withdrawal of Program Deposits occurring that business day.

If You Utilize the Interest Bearing Option as Your Core Position

If you utilize the Interest Bearing option as your core position and there are debits in your account generated by account activity occurring prior to Fidelity's nightly processing cycle, these debits will be settled using the following sources, in this order:

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

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

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

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

In the event that your account does not contain sufficient cash, Fidelity may liquidate securities to satisfy a court order, levy, or any other legal process payment.

Resolving Unpaid Obligations or Other Obligations

If certain of the sources listed above in "Debits to Your Account" (which are defined as your "available balance" for purposes of this Agreement) are not enough to satisfy a given debit, we reserve the right to take action as we see fit, including any of the following:

- advance funds to your account from your credit card
- decline to honor the debit, which may result in fees (such as a returned check fee) or other consequences for you
- if you have a margin account and the unsatisfied debit is for a securities purchase, draw on the available balance of another account of yours at Fidelity

If you have a margin account, we may transfer to that account any unresolved debit from other accounts of yours.

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

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

We may also use property to satisfy a margin deficiency or other obligation, whether or not we have made advances in connection with this property. This provision extends to any property held by you or carried for any account of yours, including any credit balances, assets, and contracts, as well as shares of any mutual funds or other investment companies for which Fidelity or an affiliate provides management or administrative services. Although Fidelity may use other methods, Fidelity reserves the right to use the provisions described in this section at any time, except in cases involving retirement accounts when these provisions would conflict with the Employee Retirement Income Security Act of 1974 (ERISA) or the Internal Revenue Code of 1986, both as amended.

Transaction Settlement Deadlines

Generally, you need to pay for all transactions or deliver all securities by 2 p.m. Eastern time on the settlement date. We reserve the right to cancel or liquidate, at your risk, any transaction not settled in a timely way. Unless we require otherwise, margin calls are due on or before the date indicated, regardless of the settlement date of the transactions, also by 2 p.m. Eastern time.

Transfer of Securities — Dividends

When dividends are paid on securities that are transferred from a brokerage account (other than in settlement of brokerage transactions), such as transfers between accounts and gifts of securities, Fidelity will apply the same "ex-dividend date" rules that apply to brokerage transactions so that transfers before an ex-dividend date will transfer the dividend to the transferee, and transfers on or after the ex-dividend date will not transfer the dividend to the transferee.

Non-Transferable Securities

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

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

By opening and maintaining an account with us, you consent to our actions as we have described them above, and you waive any claims against us arising out of such actions. You also understand that we do not provide tax advice concerning your account or any securities that may be the subject of removal from or reinstatement into your account, and you agree to consult with your own tax advisor concerning any tax implications that may arise as a result of any of these circumstances. Fidelity has no responsibility for determining if the sale of either a limited partnership or master limited partnership would generate unrelated business taxable income in your IRA or whether a specific securities transaction you have made would be deemed a prohibited transaction under ERISA and §4975 of the Internal Revenue Code.

If You Transfer Money to a Fidelity Crypto® Account ("Crypto Account")

When you transfer money from your Account to a linked Crypto Account, you authorize Fidelity to debit your Account for the applicable amount and transfer it to Fidelity Digital Assets, NA. Additionally, when you transfer sales proceeds from a linked Crypto Account to your Account, you authorize Fidelity to accept a credit into your Account from Fidelity Digital Assets, NA. Crypto Accounts are governed by the Fidelity Crypto Customer Agreement ("Crypto

Agreement"). Neither FBS nor NFS acts as your agent, receives, acquires or holds any of your digital assets, nor is otherwise responsible for transactions in your Crypto Account with Fidelity Digital Assets, NA. Please read the Crypto Agreement carefully to understand the terms of your relationship with Fidelity Digital Assets, NA.

Policies on Optional Features

Debit Cards and Bill Pay Service

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

Each of these features is covered by its own customer agreement, which collectively are incorporated herein by reference (are legally considered part of this Agreement). The appropriate agreement will be provided to you when you apply for a feature. For each feature you choose, it is your responsibility to understand the terms of its agreement before you begin using the feature. In the case of credit or debit cards, it is also your responsibility to advise any other card holders on your account that these agreements will apply to them, that they may be responsible for paying any charges you or other card holders fail to pay, and that their credit records may be affected by any activity on the account, whether attributable to them or not.

Total debit card transactions generally are limited to your available balance.

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

Bank Wires and Electronic Funds Transfer (EFTs)

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

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

For EFT transactions, you hereby grant us limited power of attorney for purposes of redeeming any shares in your accounts (with the right to make any necessary substitutions), and direct us to accept any orders to make payments to an authorized bank account and to fulfill these orders through the redemption of shares in your account. You agree that the above appointments and authorizations will continue until we receive written notice of any change, although we may cease to act as agents to the above appointments on 30 days' written notice to your account's address of record. You further understand that Fidelity may notify you electronically or by phone when the EFT feature is set up or EFT transactions are initiated on your account.

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

Dividend Reinvestment Program

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

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

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

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

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

Shares purchased through the Dividend Reinvestment Program will generally be placed in your account as of the dividend payable date. Note, however, that the stock price at which your reinvestment occurs is not necessarily the same as the price that is in effect on the dividend payable date. This is because we generally buy the shares of domestic companies one business day before the dividend payable date, at the market price(s) in effect at the time, in order to help ensure that we have shares on hand to place in your account on the dividend payable date. Other factors may require the purchase of the shares on a different business day, which may be before, on, or after the dividend payable date, e.g., dividends of foreign companies. Also, shares of securities that have an irregular ex-dividend date are purchased on the ex-dividend date and placed in your account on the first business day following the ex-dividend date. Therefore, you may end up receiving more or fewer shares than if your dividend had been reinvested on the dividend payable date itself, particularly if there are significant changes in the market price of a security just before its dividend payable date. If several purchase transactions are necessary to reinvest your and other customers' dividends in a particular security, the price per share will be the weighted average price per share for all shares purchased. If sufficient shares are unavailable in the market to satisfy all customers' requirements for dividend reinvestment for a security, the dividend will not be reinvested. The reinvestment of dividends may be delayed in certain circumstances. NFS reserves the right to suspend or completely remove securities from participation in dividend reinvestment and credit such dividends in cash at any time without notice.

Automatic reinvestments often involve purchase of fractional shares, calculated to three decimal places. Partial shares pay prorated dividends and can be sold if you are enrolled in Fractional Trading or if you sell your entire share position, and will be liquidated automatically in transfers and certain other situations.

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

If you transfer or reregister your account within Fidelity (for example, by changing from a Traditional IRA to a Roth IRA), you need to re-designate any securities whose dividends you want reinvested. You will be notified in advance of any material changes to the Dividend Reinvestment Program.

DTC's Dividend Reinvestment Program

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

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

Optional Dividends

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

Fractional Share Trading

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

Trading

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

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

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

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

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

You can generally trade exchange-listed National Market System ("NMS") stocks using the Fractional Trading functionality. However, certain NMS stocks may not be made available for Fractional Trading, and Fidelity reserves the right to modify the list of eligible NMS stocks at any time without notice to you. Any modification to the list of eligible NMS stocks available for Fractional Trading will not affect any fractional share interests previously acquired by you. In certain limited circumstances, you may also be able to sell a fractional share interest in a security that is no longer an NMS stock, provided that it was an NMS stock at the time you purchased it and your fractional interest was acquired using the Fractional Trading functionality. Additionally, you may not be able to place trades through some of Fidelity's order entry platforms.

Trade Execution

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

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

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

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

Shareholder Rights

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

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

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

In the case of a dividend paid on, or a redemption of, an NMS security, the dividend or redemption proceeds will be passed along to you in proportion to your ownership interest, inclusive of fractional share interests. NFS will only support payments that are equal to or greater than $0.01 per share. Amounts smaller than that, or non-divisible amounts (based on the .001 rounding convention described above), will be handled in accordance with the process described in the section titled "Undistributable Interests" below.

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

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

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

Undistributable Interests

NFS will only support payments that are equal to or greater than $0.01 per share. Amounts smaller than that, or nondivisible amounts (based on the .001 rounding convention described above), will not be distributed. Instead, it is generally but not always the case that when the aggregate value to be distributed is less than or equal to $1.00, it will be retained by NFS, and when it exceeds $1.00, it will be escheated.

Tax Treatment

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

Additional Considerations

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

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

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

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

If you hold fractional share positions in your account (these positions come about for a variety of reasons, such as DRIPs or corporate actions), it has been Fidelity's practice to automatically sell these holdings when you place an order to sell or transfer your entire whole share position. Fidelity will enter a market order to sell the residual fractional shares on the business day following the sell or transfer of the whole shares. The execution price you receive may be higher or lower than the price received for the whole shares. Liquidation details will be available on customer statements. Once the fractional share positions are automatically sold or after the first time you place an order to buy or sell a security using the Fractional Trading functionality, we will turn off the auto-sell feature in your account so that going forward, you will need to handle those positions like any other fractional share position acquired using Fractional Trading (i.e., you will need to affirmatively sell those fractional share positions if you wish to sell your entire position in that security).

Fractional New Issue Certificates of Deposit

Fidelity's fractional CD functionality allows you to buy fractional quantities of certain new issue CDs ("Fractional CDs") in certain incremental amounts (such as $100, although this amount may vary over time). There are certain limitations that you should understand before investing in Fractional CDs. Fractional CDs are intended to be held until maturity due to the illiquid nature of CDs in general. However, should you need to liquidate a fractional CD, you will need to obtain a bid for the fractional portion of your CD. Due to the limited market for fractional CDs, FBS will request a bid from NFS only. NFS does not guarantee that there will be a market for fractional CDs. Orders to sell fractional CDs may only be requested in the amount that was originally purchased as a fractional CD. You will not be able to sell a fractional portion of a CD that was purchased as a whole CD.

Transfer of Fractional Positions

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

Undistributable Interests

NFS will only support payments that are equal to or greater than $0.01 per share. Amounts smaller than that, or nondivisible amounts, will not be distributed.

Tax Treatment

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

Additional Considerations

Fractional positions may be illiquid. NFS does not guarantee that there will be a market for fractional positions and makes no representations or warranties about its ability or willingness to continue to trade as principal in fractional quantities. If your account is closed, your fractional position may be liquidated and the proceeds distributed to you as cash.

Fidelity Stock Plan Services

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

- You acknowledge that the terms of the Stock Plans and of your Rights are determined by the Issuer, and that you have received, reviewed, and understand the information distributed to you by the Issuer in connection with such Stock Plans and Rights, including any applicable prospectus, grant, or enrollment agreement, or other Stock Plan document (collectively "Plan Documents").
- You acknowledge that various federal and state laws or regulations may be applicable to your transactions, including, without limitation,

Rule 144 under the Securities Act of 1933 and Section 16(b) of the Securities Exchange Act of 1934, and you agree to conduct these transactions in conformity with all applicable laws and regulations.

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

If Issuer has elected to provide address change information to Stock Plan Services, all such changes received from Issuer will be applied to your account, as well as any other accounts that are currently householded with that account. By establishing your account, you consent to Fidelity applying Issuer provided address changes until you notify us to the contrary. All other accounts held currently or in the future that are not associated with your employer's Stock Plans will not be changed based on Issuer provided information. You may designate an address at your discretion, and if you do so, Fidelity will no longer accept address changes to your accounts from Issuer unless you instruct Fidelity otherwise.

Precious Metals

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

Closing Your Account

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

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

If your account has a balance of less than $100 and no account activity has occurred for a 6-month period, you authorize Fidelity to sell the securities in the account, send a check for all the proceeds and any other cash to your address of record, and close your account.

Monitoring Your Account and Notifying Us of Errors

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

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

If you have not received a communication you expected, or if you have a question or believe you have found an error in any communication from us, telephone us immediately, then follow up with written confirmation.

You agree to notify us immediately if:

- you placed an order electronically but did not receive a reference number for it (an electronic order is not considered received until we have issued an acknowledgment)
- you received confirmation of an order you did not place, or any similar conflicting report

- there is any other type of discrepancy or suspicious or unexplained occurrence relating to your account
- your password or access device is lost or stolen, or you believe someone has been using it without authorization

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

With any feature or service that is governed by a separate agreement (such as a credit card agreement), note that different policies concerning error resolution and liability may apply, as described in the separate agreement. Nothing in this agreement alters or supersedes any rights or protections that might be provided to you under Regulation E.

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

If we identify an error in connection with property you have received from or through us or a Fidelity affiliate and determine it is not rightfully yours, you agree that we may take action to correct the error, which may include returning such property to the rightful owner.

Complying with Applicable Laws and Regulations

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

- if you (or an authorized person on your account) are, or later become, an employee or other "associated person" of a stock exchange, a member firm of an exchange or the Financial Industry Regulatory Authority (FINRA), a municipal securities dealer, or Fidelity or any Fidelity "affiliate"
- if you are, or later become, an "affiliate" or "control person" with respect to any security held in your account
- if any transactions in your account regarding securities whose resale, transfer, delivery, or negotiation must be reported under state or federal laws

You also agree:

- if you (or an authorized person on your account) are, or later become, an "associated person" of a member firm of an exchange or FINRA, that (1) you have obtained consent of the "employer member," (2) you authorize Fidelity upon request by an employer member to transmit copies of confirmations and statements, or the transactional data contained therein, with respect to all of your accounts, including all accounts subject to FINRA rules and unit investment trusts, municipal fund securities, and qualified programs pursuant to Section 529 of the Internal Revenue Code and (3) you have consulted with the Compliance office of the "employer member" regarding any bonuses or cash rewards that may be available to you or your family member from either's participation in any of our promotions.
- to ensure that your account transactions comply with all applicable laws and regulations, understanding that any transaction subject to special conditions may be delayed until those conditions are met
- to comply with all policies and procedures concerning "restricted" and "control" securities that we may require
- to comply with any insider trading policies that may apply to you as an employee or "affiliate" of the issuer of a security

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

If you or another individual associated with your account resides outside the U.S., Fidelity may at any time in its sole discretion terminate that relationship, or modify your rights to access any or all account features, products or services. By opening or maintaining an account with Fidelity, you acknowledge that Fidelity does not solicit offers to buy or sell securities, or any other product or service, to any person in any jurisdiction where such offer, solicitation, purchase or sale would be unlawful under the laws of such jurisdiction.

Limits to Our Responsibility

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

You therefore agree that we are not responsible for any losses you incur (meaning claims, damages, actions, demands, investment losses, or other losses, as well as any costs, charges, attorneys' fees, or other fees and expenses) as a result of any of the following:

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

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

Indemnification

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

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

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

Terms Concerning This Agreement

Applicability

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

Governing Laws and Policies

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

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

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

Modification and Enforcement

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

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

We may enforce this Agreement against any and all account owners. In addition, any securities exchanges or associations that provide information to you through your account may enforce the terms of this Agreement directly against you. Although we may not always enforce certain provisions of this Agreement, we retain our full right to do so at any time.

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

Fidelity may use the electronically stored copy of your (or your agent's) signature, any written instructions or authorizations, the account application and this Agreement as the true, complete, valid, authentic and enforceable record, admissible in judicial, administrative or arbitration proceedings to the same extent as if the documents and records were originally generated and maintained in printed form. You agree to not contest the admissibility or enforceability of the electronically stored copies of such documents in any proceeding between you and Fidelity.

Borrowing on Margin

While margin can be a beneficial tool for investors, it involves significant risks (see the box "Important Information about Using Margin and Its Risks") and is not suitable for all investors. Margin is not available on retirement accounts.

If your account is approved for margin, you agree that all marginable assets will be held in a margin account, unless you tell us to the contrary (precious metals are not marginable). The Intra-day and After-hours Free Credit Balance, money in the core account, and any cash dividends paid on marginable securities, are automatically applied to your margin debt, unless you tell us otherwise.

When you borrow on margin, you agree to maintain the level of margin collateral we require (which we may change in our sole discretion at any time without prior notice).

Should we believe it necessary to protect our interests, we may take any or all of the following steps at any time without prior notice, and you will be charged the Rep-Assisted commission rate on each trade:

- sell assets, or contracts relating to these, that are in your account
- buy assets, or contracts relating to these, of which your account or accounts may be short, in order to close out in whole or in part any commitment on your behalf
- place stop orders with respect to these securities

How and when we can take these steps:

- at any time, during regular market hours or otherwise
- for any cause, including but not limited to:
- if the value of your account equity falls
- if you fail to meet—or indicate that you intend to fail to meet—any call for additional collateral
- high market volatility
- an account owner's death or petition for bankruptcy
- an attachment or court order
- any other situation which, in Fidelity's sole discretion, believes such action is warranted to prevent the account from going deficit
- with or without notifying you that a call is due and even if you have notified Fidelity that you will be providing additional collateral for your Account

We may sell your securities or other assets without contacting you. Some investors mistakenly believe that Fidelity must contact them for a margin call to be valid, and that Fidelity cannot liquidate securities or other assets in their accounts unless Fidelity has contacted them first. This is not the case. Fidelity may attempt to notify you of margin calls, but is not required to do so. In addition, even if Fidelity has contacted you and provided a specific date by which you can meet a margin call, Fidelity can still take the necessary steps to protect its financial interest prior to that date, including immediately selling the securities without notice to you. You understand that if Fidelity contacts you in advance in certain instances, Fidelity is not obligated to do so and such action will not be deemed a waiver of Fidelity's rights under this Agreement. In addition, short positions are subject to buy-in at any time and you bear sole responsibility for the buy-in price.

You understand and agree that you are responsible for any losses in your account that may arise as a result of the actions outlined above.

Note that property in a margin account may be pledged or repledged, hypothecated (loaned) or rehypothecated, either separately or in common with any other property, for as much as your obligation to us or more, without our having to retain a like amount of similar property in our control for delivery. Because we have the right to pledge or repledge, hypothecate or rehypothecate, property in a margin account, you may not be entitled to receive certain benefits that may normally accrue with respect to such property, such as the ability to exercise voting rights, or to receive interest, dividends, or other distributions, and you may instead receive (and you agree that we may provide) such benefits in a different form, such as a cash substitute payment. Such substitute payments may not receive the same tax treatment as actual interest, dividends, or other distributions, and you may therefore incur additional tax liability. Also, we may at any time, and without notice to you, transfer any property between any of your accounts, whether individual or joint, or from any of your accounts to any account you guarantee. As permitted by

law, we may use certain securities for, among other things, settling short sales and lending securities for short sales and as a result may receive compensation in connection therewith.

Additional terms concerning margin appear elsewhere in this Agreement under "Your Commitments to Fidelity," "Optional Features," "Account Usage," and "Service Providers" under "Fees" in the Additional Information section, and in the section entitled "Important Information about Using Margin and Its Risks."

Disclosures

Credit-Related Information

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

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

Consumer Reporting Agencies

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

We may also provide information about you and your account as well as the activity in your account to one or more consumer reporting agencies. If you believe that information Fidelity has provided about you or your account or the activity in your account is not accurate, you may notify us at:

Fidelity Investments
Attn: Customer Data Disputes
PO Box 770001
Cincinnati, OH 45277-0045

In order for us to investigate any dispute that you may submit to us with respect to information that we have provided, please provide us with the following information:

(1) Your name, address, and account number;

(2) An identification of the specific information that you believe is not accurate; and

(3) An explanation of the basis for your dispute.

Service Providers

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

Routing of Orders

FBS routes most customer orders to its affiliated broker-dealer, NFS, which in turn sends orders to various exchanges or market centers for execution. In deciding where to send an order, NFS looks at a number of factors, such as size of order, trading characteristics of the security, favorable execution prices (including the opportunity for price improvement), access to reliable market data, availability of efficient automated transaction processing, and execution cost. Some market centers may execute orders at prices superior to the publicly quoted market. Although you can instruct us to send an order to a particular marketplace, our standard order-routing policies are designed to result in transaction processing that is favorable for you. NFS reserves the right to wait for the primary exchange to open before commencing trading in a particular security. If Fidelity, in its sole discretion, determines that your trading activity negatively impacts our ability to provide price improvement opportunities to other customers or is otherwise disruptive to the price improvement program, we reserve the right, without notice, to restrict and/or limit your participation in the price improvement program and/or change the routing of your orders.

Routing of Professional Equity Trader Orders

For customers designated as a Professional Equity Trader, our practice is to treat your orders as "Not Held," which gives Fidelity the time and price discretion to execute the order without being held to the security's current quote. As a result, each time you submit an order to buy or sell a particular security, you authorize NFS to "work the order."

Conflicts of Interest and Compensation

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

- Fidelity Management & Research Company — fee for serving as an investment advisor to the Fidelity funds.
- FBS and/or NFS — receives remuneration, compensation, or other consideration (such as financial credits or reciprocal business) for directing orders in certain securities to particular broker-dealers or market centers for execution. In addition to sales loads and 12b-1 fees described in the prospectus, FBS and/or NFS receives other compensation in connection with the purchase of certain mutual fund shares and/or the ongoing maintenance of those positions in your brokerage account. This additional compensation may be paid by the mutual fund, its investment advisor, or one of its affiliates. FBS, NFS, or their affiliates may receive compensation in connection with the purchase and/or ongoing maintenance of positions in certain mutual funds in your account. FBS, NFS, or their affiliates may also receive compensation for such things as systems development necessary to establish a fund on their systems, a fund's attendance at events for FBS' clients, and/or representatives and opportunities for the fund to promote its products and services. This compensation may take the form of sales loads and 12b-1 fees described in the prospectus; marketing, engagement and analytics program participation fees; maintenance fees; start-up fees; and platform support paid by the fund, its investment advisor, or an affiliate. Information about the source(s) and amount(s) of compensation as well as other remuneration received by FBS and/or NFS and other affiliates is also more fully described in the FBS Form CRS and the Products, Services, and Conflicts of Interest disclosure document, available online at Fidelity.com/Reg-BI-Master-Disclosure and information about the foregoing is also available upon written request.

Warranty Disclaimer

Neither we nor any third party makes any representations or warranties express or implied, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose in respect of any services provided in connection with this account, or any information programs or products obtained from, through, or in connection with these services. In no event will we or any third party be liable for direct, indirect, incidental, or consequential damages resulting from any defect in or use of these services.

Money Market Fund Investments

You could lose money by investing in a money market fund. Although the fund seeks to preserve the value of your investment at $1.00 per share, it cannot guarantee it will do so. An investment in the fund is not a bank account and is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Fidelity Investments and its affiliates, the fund's sponsor, is not required to reimburse money market funds for losses, and you should not expect that the sponsor will provide financial support to the fund at any time, including during periods of market stress.

Fidelity's government and U.S. Treasury money market funds will not impose a fee upon the sale of your shares.

Redemption Features/Callable Securities Lottery

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

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

For more information and an example of the impartial lottery process, please go to: http://personal.fidelity.com/products/fixedincome/FI_Common_Risk.shtml.

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.

Texas House Bill 1454 "Designated Representative"

For Texas residents (or those using a Texas address as a legal address), under Texas House Bill 1454 Act No. 350, you, as an account owner of shares of a mutual fund, may designate a representative for the purpose of receiving a due diligence notice; however, you are not required to designate a representative. If you add a designated representative, you acknowledge that:

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

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

Residents of Minnesota

For Minnesota residents, as required by Minnesota Regulations 2790.0550, you are entitled to certain disclosures regarding the products or services that Fidelity representatives are authorized to offer or sell. These disclosures are available at https://www.fidelity.com/bin-public/060_www_fidelity_com/documents/noindex/Minnesota-Regulatory-Legal-Disclosure.pdf. By signing the account application, you agree that you have read and understand such disclosures.

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.

Residing Outside the United States

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

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

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

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

Unclaimed Property

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

FINRA BrokerCheck

As part of the Financial Industry Regulatory Authority (FINRA) BrokerCheck program, you have access to the FINRA BrokerCheck hotline at 800-289-9999 and the FINRA website at finra.org. You can call or email your inquiries and request a brochure that includes information detailing the BrokerCheck program.

MSRB Investor Brochure

Fidelity Brokerage Services LLC is registered with the U.S. Securities and Exchange Commission (SEC) and the Municipal Securities Rulemaking Board (MSRB). An investor brochure may be obtained at msrb.org that describes the protections that may be provided by the MSRB and how to file a complaint with an appropriate regulatory authority.

Important Information about Using Margin and Its Risks

When you buy securities in your account, you may pay for them in full or you may borrow part of the purchase price from us, using a margin account. In addition, having margin on your account allows you to establish a short position.

When you borrow on margin, the securities in your account become our collateral for the loan to you. A decline in the value of these securities is therefore a decline in the value of the collateral. We can respond in a variety of ways, as described below.

Before you make use of margin in any way, it's essential to fully understand the risks involved. These risks include:

You can lose more money than you deposited in your margin account. If securities you bought on margin go down in price, you may face a "margin call," meaning you have to deposit more money or marginable securities.

Fidelity can set stricter margin requirements than the industry minimum, and can increase these "house" requirements in its sole discretion without advance notice. An increase may take effect immediately and may trigger a maintenance margin call without prior notice.

If you cannot meet a margin call, Fidelity can force the sale of assets in your account(s). If the equity in your account falls below either industry minimums or Fidelity's house requirements, Fidelity can cover the deficiency by selling securities or other assets in any account of yours at Fidelity (including accounts at other Fidelity affiliates) without prior notice, and you will be charged the Rep-Assisted commission rate on each trade. If these assets are insufficient, you will be responsible for making up any shortfall, and potentially for paying Fidelity's costs for collecting the shortfall as well.

Fidelity can sell assets in your account without contacting you. While Fidelity generally attempts to notify customers of margin calls, it is not required to do so. Even if you are notified, Fidelity can still sell assets before the time indicated in the notice, if it believes such action is warranted. You understand that if we contact you in advance in certain instances, we are not obligated to do so and such action will not be deemed a waiver of our rights under this Agreement.

You are not entitled to choose which securities are sold to meet a margin call. Because your accounts form Fidelity's collateral for its loan to you, the choice of what to sell is Fidelity's.

You are not entitled to a time extension on a margin call. While Fidelity may grant you an extension, it is not required to do so. Granting an extension on a margin call does not waive Fidelity's right to decline to grant an extension in the future.

Short selling is a margin account transaction and not only entails the same risks as described above, but also entails additional risks. Short selling allows you to integrate a number of different strategies into your investment approach so that you may potentially profit from downward moves in a particular stock. However, if the price of the security that you have sold short goes up, you may incur a loss and that loss may be unlimited. In addition, you may be charged a short interest fee on the securities that you have borrowed to sell short and those fees may change, sometimes significantly, without warning. All short sale orders are subject to the availability of the stock being sold, which must be confirmed by Fidelity prior to the order being entered. Fidelity can use your account to buy securities to cover a short position without contacting you. If you don't have sufficient assets, you are responsible for the shortfall and collection costs.

Fidelity can loan out (to itself or others) the securities that collateralize your margin borrowing. If it does, you may not be entitled to receive, with respect to securities that are lent, certain benefits that normally accrue to a securities owner, such as the ability to exercise voting rights, or to receive interest, dividends, or other distributions. You may receive cash substitute payments from Fidelity in lieu of the exact form of interest, dividends, or other distributions paid on the securities. Such substitute payments may not receive the same tax treatment as actual interest, dividends, or other distributions, and you may therefore incur additional tax liability for substitute payments. Fidelity may, in its sole discretion, allocate substitute payments by lottery or in any other manner permitted by law, rule, or regulation. Please note that any substitute payments Fidelity makes are voluntary, and may be discontinued at any time.

In addition to market volatility, factors specific to your portfolio, such as concentration, liquidity, and marketability of securities, may increase the risk of a margin call. Use of features such as checkwriting, debit cards, and bill payment services may also increase the risk of a margin call.

In the absence of (i) an Intra-day and After-hours Free Credit Balance, (ii) money in the core account, (iii) shares of certain Fidelity money market funds held as positions outside the core account, or (iv) cash dividends paid on marginable securities, any debits that are posted to your account will drive up your margin balance.

Be sure to read the margin account policies in "Borrowing on Margin" within this customer Agreement. If you have any questions or concerns about your margin account or margin generally, please contact Fidelity.

By applying for a margin account, you acknowledge that you have independently analyzed the risks of short selling as an investment strategy, and understand that Fidelity does not recommend or solicit the purchase of short sale orders. To the extent you will have or have had communications with any Fidelity representatives about short selling, you agree that you are not relying on those communications as recommendations or solicitations; that you are not relying today and will not rely in the future on Fidelity to monitor your investments in short sales nor advise you concerning them; and that you have not and will not rely on Fidelity or any Fidelity representative for advice, information, or recommendations regarding short selling strategies or their suitability for you.

Enabling Margin Debt Protection will reduce, but not eliminate, your ability to incur a margin debit. It will not prevent all scenarios under which you could incur a margin debit. The Margin Debt Protection feature does not alter your obligation under the margin agreement to pay off any margin debit incurred.

Resolving Disputes—Arbitration

This Agreement contains a pre-dispute arbitration clause. Under this clause, which you agree to when you sign your account application, you and Fidelity agree as follows:

A. All parties to this Agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.

B. Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.

C. The ability of the parties to obtain documents, witness statements, and other discovery is generally more limited in arbitration than in court proceedings.

D. The arbitrators do not have to explain the reason(s) for their award unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 20 days prior to the first scheduled hearing date.

E. The panel of arbitrators may include a minority of arbitrators who were or are affiliated with the securities industry.

F. The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.

G. The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this Agreement.

All controversies that may arise between you and us concerning any subject matter, issue or circumstance whatsoever (including, but not limited to, controversies concerning any account, order, distribution, rollover, advice interaction, or transaction, or the continuation, performance, interpretation or breach of this or any other agreement between you and us, whether entered into or arising before, on or after the date this account is opened) shall be determined by arbitration 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.



900 Salem Street, Smithfield, RI 02917
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