

FDIC-Insured Deposit Sweep Program Disclosure

For Fidelity Individual Retirement Accounts (IRAs) and Fidelity Health Savings Accounts (HSAs)

Summary

This document provides important information about the FDIC-Insured Deposit Sweep Program offered in connection with certain Fidelity IRAs (including Traditional, Rollover, and SEP-IRAs), Fidelity Roth IRAs, and Fidelity SIMPLE-IRAs (each an Individual Retirement Account, or IRA) and/or the Fidelity Health Savings Account (HSA) (each an "Account"). If you have questions about an IRA, you can call a Fidelity Representative at 800-544-6666. For questions about an HSA, please call 800-544-3716.

How the Program Works

IRAs and HSAs utilize a core account. In accordance with your instructions and pursuant to these disclosures, the uninvested balances in your core account may be held in a position called the FDIC-Insured Deposit Sweep (the "Sweep"). Cash contributed to or received in your Account is held in the core account (the "Cash Balance"). On the next business day (not including bank holidays or days on which the New York Stock Exchange is closed, such as Good Friday) after receipt, Cash Balances are automatically "swept into" an FDIC-insured interest-bearing account (the "Program Deposit Account") at one or more participating banks (each a "Program Bank"). A hierarchical list of Program Banks (the "Program Bank List") will be assigned to your Account and the first bank on your Program Bank List will be designated as your "Primary Core Bank." Cash Balances up to the Maximum Deposit Limit (as further defined below) will be swept into your Primary Core Bank. The additional Program Banks, if any, on your Program Bank List will be available to accept excess Cash Balances in the event that you reach the Maximum Deposit Limit at your Primary Core Bank, provided, however, that if you have Program Deposits at each available Program Bank on your Program Bank List in an amount equal to the Maximum Deposit Limit, any remaining Cash Balances will be swept into your Primary Core Bank. Once your Cash Balance has been swept into a Program Deposit Account, it becomes eligible for FDIC insurance and is referred to as your "Program Deposit." Beginning with your Primary Core Bank, your Program Deposit is also automatically "swept out of" a Program Deposit Account as necessary to satisfy debits in your Account. In this document, the sweep process between your Account and the Program Deposit Account is referred to as the "Program."

The Program is available to most IRA and HSA accounts. The Program is not available to inherited IRAs, IRAs, and HSAs that utilize Fidelity's Portfolio Advisory Services, or any IRA or HSA where the account owner has established a relationship with an independent third-party investment adviser that utilizes Fidelity or its affiliates for clearing and custody services and technology support. There are also limitations on the Program if your IRA was established by your employer in accordance with the terms of your workplace savings plan.

During the IRA account-opening process, as indicated on the account application, account owners may be defaulted into the Sweep and/or given the option to affirmatively elect to utilize the Sweep. For newly established HSAs, the Sweep is the only option.

Except as otherwise described in the Fidelity Brokerage Retirement Account Customer Agreement, existing IRA account owners may generally switch the core option between the Sweep and a Fidelity money market mutual fund without restriction. Except as otherwise described in the Fidelity Health Savings Account Customer Agreement, existing HSA account owners who currently utilize a Fidelity money market mutual fund may elect to switch from a Fidelity money market mutual fund to the Sweep, but they may not in the future change back to a Fidelity money market mutual fund. Existing account owners seeking more information or wishing to make a change can do so by calling a Fidelity Representative.

You will be informed of the Program Bank List assigned to your Account. If you open a new Account, you will receive this information in connection with the account-opening process. If you have an existing Account that utilizes an alternative core position and you elect to switch to the Sweep, you will receive a notice confirming your election. For more information about the method used to generate your Account's Program Bank List, please refer to the "Details" section of this document.

Program Deposit Accounts are established on behalf of you and other Fidelity customers who participate in the Program. Although Fidelity will sweep your Cash Balance into a Program Deposit Account with a Program Bank, **you cannot make withdrawals from the Program Deposit Account, even if you contact the Program Bank.**

Your Cash Balance is only available through your Account. Please call a Fidelity Representative with any questions on accessing your Cash Balance.

You will be notified in advance, whenever possible, of a change that affects your Account. However, in extraordinary circumstances including, but not limited to, situations where a Program Bank is unable or unwilling to take additional Program Deposits, a Program Bank's participation in the Program is terminated, or a Program Bank's ongoing viability may be in question, you direct Fidelity, without providing advance notice to you, to make an intraday change to your Program Bank List that will affect the Program Bank assigned to your Account on a given day, to limit the amount of your Cash Balance that is swept into a Program Deposit Account, or to move your Cash Balance to another Program Bank if Fidelity determines that such action is necessary to protect your funds or in the event that a Program Bank is not able or willing to take additional deposits. Please consult the "Details" section for further important information, as such action may affect Fidelity's compensation and your eligibility for FDIC insurance.

Interest Rates

You will earn interest on your Program Deposit. The interest rate will be determined each day pursuant to a pre-determined formula. The interest rate will be tiered and is based on your daily Program Deposit balances as well as the current interest rate environment.

Interest rates may vary depending on the type of Account (IRA or HSA). Program Banks may participate in the Program in connection with both IRAs and HSAs. Account owners maintaining both an IRA and an HSA may have Program Deposits at the same Program Bank as a result of utilizing the Program in connection with both Accounts and may be paid different interest rates on the Accounts by the same bank.

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

The rate of interest may change at any time and will vary over time as provided herein. Current interest rates and annual percentage yields (APYs) for Program Deposits can be found at [Fidelity.com/IRACoreRates](https://www.fidelity.com/IRACoreRates) for IRA rates or [Fidelity.com/HSACoreRates](https://www.fidelity.com/HSACoreRates) for HSA rates or by calling a Fidelity Representative. Interest on Program Deposits will be paid by the Program Bank. Customers with larger Program Deposits generally will receive higher interest rates than customers with smaller Program Deposits. Over any given period, the interest rates on your Program Deposits may be lower than the rate of return on similar non-FDIC-insured investments or deposit accounts offered outside of the Program, including deposit accounts held directly with a Program Bank.

To compare current rates of return between the Sweep and non-FDIC-insured options available at Fidelity, please visit [Fidelity.com/IRACoreRates](https://www.fidelity.com/IRACoreRates) for IRA rates or [Fidelity.com/HSACoreRates](https://www.fidelity.com/HSACoreRates) for HSA rates or call a Fidelity Representative.

Current interest rates and annual percentage yields (APYs) for Program Deposits can be found at [Fidelity.com/IRACoreRates](https://www.fidelity.com/IRACoreRates) for IRA rates or [Fidelity.com/HSACoreRates](https://www.fidelity.com/HSACoreRates) for HSA rates or by calling a Fidelity Representative.

Interest accrues daily, is compounded monthly, and will be reflected on your Account statement as of the last business day of each month. Additional information regarding the calculation and payment of interest on your Program Deposit can be found in the "Details" section or by calling a Fidelity Representative.

FDIC Insurance Coverage/SIPC Protection

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

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

For more information, please refer to the section of this document entitled "Details", visit fdic.gov or call 877-ASK-FDIC (877-275-3342).

Fidelity is not responsible for monitoring the amount of your Program Deposit in any Program Bank to determine whether it exceeds the limit of available FDIC insurance. You are responsible for monitoring the total amount of your assets on deposit with each Program Bank (including amounts in other accounts at the Program Bank held in the same right and legal capacity) in order to determine the extent of deposit insurance coverage available to you on those deposits, including your Program Deposit.

Any securities held in your Account (as opposed to the Program Deposit) are investment products and as such (i) are not insured by the FDIC, (ii) carry no bank or government guarantees, and (iii) have associated risks. By investing in securities, you can lose your money, including the principal amount you invested.

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

Relationship Between Fidelity and Others

Fidelity receives a fee from each Program Bank in connection with the operation of the Program. This fee is typically based on the average aggregate daily Program Deposits associated with IRAs and/or HSAs on deposit with the Program Bank. The fee paid to Fidelity may vary from Program Bank to Program Bank and will generally increase as the amount on deposit with the Program Bank increases. The fee paid to Fidelity by the same Program Bank in connection with the Program may be different for IRAs and HSAs. The fee paid to Fidelity by such Program Bank may also be different from that paid by the same Program Bank in connection with similar programs offered to account owners who maintain Other Accounts with Fidelity. The fee paid to Fidelity by each Program Bank may vary over time, but will never exceed a maximum annualized rate equivalent to 4% of the total of all IRA and HSA Program Deposits held at that Program Bank. For the provision of certain services in connection with the Program, including technology and accounting services and assistance in compliance with regulatory requirements, the Program Administrator will receive an annual fee from Fidelity equivalent to 0.010% of the aggregate daily balance of all Program Deposits up to a fixed cap. In addition, the Program Administrator will assist Fidelity with identifying new Program Banks to participate in the Program. For such assistance, the Program Administrator will receive a fee from Fidelity that will range from 0.010% to 0.020% of such Program Bank's Deposit Limit. Fidelity may be a customer of the Program Administrator or a Program Bank and may have other financial interactions with the Program Administrator or a Program Bank. Additionally, the Program Administrator may also be a Program Bank, in which case, Fidelity will receive the fee described above. Finally, Fidelity may in the future designate one of its affiliates as the Program Administrator or a Program Bank or both.

Details

"Fidelity," "us," and "we" include Fidelity Brokerage Services LLC (FBS), National Financial Services LLC (NFS) and our affiliates as the context may require. "You" and "account owner" refer to the owner indicated on the account application.

Overview

Under the Program, the Cash Balance in your Account is automatically swept into and out of an interest-bearing Program Deposit Account at one or more Program Banks with which Fidelity has contracted. The Program is part of Fidelity's IRA or HSA product offering. As described more fully below, you make the decision to utilize the Program when you open your Account with Fidelity or, if you are an existing account owner, when you elect to switch to the Sweep from a Fidelity money market mutual fund. Fidelity does not have, and will not exercise, any authority or control over your IRA or HSA either (i) with respect to the deposit of the Cash Balance in your

account in the Program Deposit Account or (ii) otherwise with respect to the Program. By maintaining your Account with Fidelity, you acknowledge and agree that you make the decision to participate in the Program and that neither Fidelity nor any of its affiliates is acting as a fiduciary on behalf of your IRA or HSA with respect to any aspect of the Program.

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

How the Program Works

Deposits

The Cash Balance in your Account will be automatically swept on the next business day after receipt (not including bank holidays or days on which the New York Stock Exchange is closed, such as Good Friday) into one or more Program Deposit Accounts established by Fidelity on behalf of you and other Fidelity customers who participate in the Program at the Program Banks. Starting with your Account's Primary Core Bank, Fidelity will sweep Cash Balances to the Program Deposit Account at such Bank until the total amount of your Program Deposit at that Program Bank is equal to the Maximum Deposit Limit. If, after this process is completed, there is a remaining Cash Balance in your Account, Fidelity will sweep those funds into the next available Program Bank on your Account's Program Bank List (as more fully described below) until the total amount of your Program Deposit at that Program Bank is equal to the Maximum Deposit Limit. This process will repeat itself until either (i) there is no remaining Cash Balance in your Account or (ii) a Cash Balance remains in your Account and you have Program Deposits at each available Program Bank on your Account's Program Bank List in an amount equal to the Maximum Deposit Limit, in which case the remaining Cash Balances will be swept into your Account's Primary Core Bank. **Please note that if, as a result of this process, you have Program Deposits in excess of the Maximum Deposit Limit at your Account's Primary Core Bank, it is very likely that some of those funds will not be covered by FDIC insurance.**

Maximum Deposit Limit

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

Withdrawals

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

Interest Posting

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

Changes to FDIC Insurance Limits

If the standard maximum deposit insurance amount for an individual retirement account or a nonretirement single ownership deposit account increases or decreases, Fidelity will determine a new Maximum Deposit Limit for IRAs and/or HSAs, as applicable, as of the effective date of the change.

If the standard maximum deposit insurance amount increases and you have Program Deposits at your Account's Primary Core Bank in excess of the new Maximum Deposit Limit, then Fidelity will sweep these funds into the next available Program Bank on your Program Bank List (as more fully described below) until the total amount of your Program Deposits at that Program Bank are equal to the Maximum Deposit Limit. This process will repeat itself until either (i) you no longer have Program Deposits at your Account's Primary Core Bank in excess of the new Maximum Deposit Limit or (ii) you have Program Deposits at each available Program Bank on your Account's Program Bank List in an amount equal to the Maximum Deposit Limit, in which case any excess Program Deposits will remain at your Account's Primary Core Bank. If the standard maximum deposit insurance amount decreases, Fidelity will redistribute all your Program Deposits across all the available Program Banks in your Account's Program Bank List in accordance with the deposit methodology described above. **Please note that if you have Program Deposits in excess of the Maximum Deposit Limit at your Account's Primary Core Bank, it is very likely that some of those funds will not be covered by FDIC insurance.**

Evidence of Ownership

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

Program Banks

Fidelity maintains a list of Program Banks for IRAs (the "IRA Master Program Bank List") and a different list of Program Banks for HSAs (the "HSA Master Program Bank List"), but each Master List operates in the same manner. These Master Lists may also differ from the Master List(s) used with Other Accounts. From time to time, a Program Bank may be added to or removed from either the IRA or HSA Master Program Bank List. New Program Banks will be added to the end of the Master List and existing Program Banks that are removed from the Program will be deleted from the Master List. The Master Program Bank List will not be reordered as a result of either the addition or removal of a Program Bank. If more than one Program Bank is added at any given time, the banks will be added to the end of the Master List in alphabetical order. Removing a Program Bank from either the IRA or HSA Master Program Bank List means that Fidelity has terminated its relationship with such Program Bank and the Program Bank no longer participates in the Program. If a Program Bank is removed from either the IRA or HSA Master Program Bank List, Fidelity will transfer your Program Deposit from that Program Bank into another Program Bank or Program Banks in accordance with the deposit methodology discussed above as if you had opted out of such Program Bank (as more fully described below).

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

Program Bank Status

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

Unavailable—A Program Bank that is unable to accept additional Program Deposits because it has reached its Deposit Limit. Characterizing a Program Bank as Unavailable will not affect existing Program Deposits at the Program Bank, but new deposits will be prohibited, except in situations where: (i) the Unavailable Program Bank

is the only Program Bank on the Master Program Bank List or (ii) the Unavailable Program Bank is the Primary Core Bank and every other Program Bank in the Program Bank List assigned to an Account is unavailable to take deposits because they are also Unavailable, have been Opted Out (as further defined below), or are Pending Activation (as further defined below).

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

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

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

Program Bank List

Program Bank Lists for IRAs and HSAs are generated each day based on either the IRA Master Program Bank List or the HSA Master Program Bank List. As a result, the Program Bank Lists for IRAs and HSAs generated on one day of the week may be different from the lists created for IRAs or HSAs on another day. Because the IRA and HSA Master Program Bank Lists may be different, the Program Bank Lists for IRAs and HSAs generated on the same day may also differ. The process utilized to generate a Program Bank List is more fully described below.

Your Account will be assigned a Program Bank List. The hierarchy of the Program Banks on your Account's Program Bank List reflects the order in which these Program Banks will be utilized in connection with your Account. The first bank on your Account's Program Bank List will be designated as your Account's Primary Core Bank.

New Accounts

During the account opening process, as indicated on the account application, IRA account owners may be defaulted into the Sweep and/or given the option to affirmatively elect to utilize the Sweep. For newly established HSAs, the Sweep is the only option. Fidelity reserves the right to suspend Program availability for new IRA accounts if overall Program Deposits approach total Program Deposit capacity and Fidelity determines that the administration and operation of the Program could be jeopardized by continuing to accept new IRA customers into the Program. Total Program Deposit capacity is the sum of each participating Program Bank's Deposit Limit. If this contingency occurs and you have either been defaulted into the Sweep or elected to utilize the Sweep during IRA account opening, Fidelity will instead default your core position to the available Fidelity Money Market Fund. Existing IRA Customers already utilizing the Program will be unaffected by this default core selection override. Fidelity will notify you of such a change in core options at the time you open your account, if practicable. Otherwise, notice will be provided after account establishment.

The Program Bank List assigned to your Account will be determined based on the day your Account is established, and all accounts established that day will be assigned the same Program Bank List. The Program Bank List is generated on a rotating basis, based on the hierarchy of Program Banks set forth on the IRA or HSA Master Program Bank List. At the outset of the Program, the initial Program Bank List reflects a hierarchy of Program Banks identical to that on the applicable IRA or HSA Master Program Bank List. From that point forward, on each successive day, every Program Bank is moved up one position in the hierarchy and the Program Bank that was previously the first bank in the hierarchy is moved to the end, subject to Program Banks being added to and removed from the IRA or HSA Master Program Bank List as described above. This progression continues until a Program Bank List hierarchy beginning with the last Program Bank on the Master List has been utilized, at which time the rotation starts over again beginning with a Program Bank List having a hierarchy of Program Banks identical to the hierarchy of Program Banks on the IRA or HSA Master Program Bank List.

The aforementioned notwithstanding, any time a Program Bank List is generated with a Primary Core Bank that has either an overflow or unavailable status, that Program Bank List will be discarded and a new Program Bank List will be generated using the methodology described above. This process will be repeated as necessary until a Program Bank List is generated for that day that has an unrestricted Program Bank listed first in the hierarchy.

Additionally, if at any time, either the IRA or HSA Master Program Bank List contains only a single Program Bank, then the process described above will not be utilized. As long as the Master Program Bank List contains only a single Program Bank, the same Program Bank List will be assigned to all Accounts. Because that Program Bank List will consist of only a single Program Bank, that Program Bank will also be the Primary Core Bank. **Please note that if this occurred and, as a result, you have Program Deposits in excess of the Maximum Deposit Limit at your Primary Core Bank, it is very likely that some of those funds will not be covered by FDIC insurance.**

The following table illustrates how new Accounts will be assigned a Program Bank List based on the methodology described above. For example, an Account opened on day 1 will receive the Program Bank List starting with "Bank A," whereas an account opened on day 3 will receive the Program Bank List starting with "Bank D." The latter is caused by the fact that "Bank B" is Unavailable, and therefore cannot serve as the Primary Core Bank. Therefore, Program Bank List 2 is discarded and Program Bank List 3 is used instead on day 2.

Example:

	Day 1		Day 2	Day 3	Day 4
Master Program Bank List	Program Bank List 1	Program Bank List 2	Program Bank List 3	Program Bank List 4	Program Bank List 1
Bank A	Bank A	Bank B*	Bank C	Bank D	Bank A
Bank B*	Bank B*	Bank C	Bank D	Bank A	Bank B*
Bank C	Bank C	Bank D	Bank A	Bank B*	Bank C
Bank D	Bank D	Bank A	Bank B*	Bank C	Bank D

*Unavailable

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

Switching an Existing Account to the Sweep

Except as otherwise described in the Fidelity Brokerage Retirement Account Customer Agreement, existing IRA account owners may generally switch the core account option between the Sweep and a Fidelity money market mutual fund without restriction. Except as otherwise described in the Fidelity Health Savings Account Customer Agreement, existing HSA account owners who currently utilize a Fidelity money market mutual fund may elect to switch from a Fidelity money market mutual fund to the Sweep, but that election is irrevocable and may not be changed back to a Fidelity money market mutual fund in the future. Existing account owners seeking more information or wishing to make a change can do so by calling a Fidelity Representative.

Except as otherwise described in the Fidelity Brokerage Retirement Account Customer Agreement or the Fidelity Health Savings Account Customer Agreement, if you elect to change your existing core account option to utilize the Sweep, you may select either the default Program Bank List assigned to new accounts established on that day or you may select another Program Bank List if one is available.

You will also receive a Revised Account Profile that includes the Program Bank List assigned to your Account. At the time you elect to change the option for your core account to the Sweep, you will not be able to modify the Program Bank List assigned to your account or select a different Program Bank List. However, once the change in your core account is effective, except as otherwise described in the Fidelity Brokerage Retirement Account Customer Agreement or the Fidelity Health Savings Account Customer Agreement, you will have the ability to modify the Program Bank List assigned to your Account by opting out of one or more of the Program Banks. You may also select a different Program Bank List if one is available. To discuss this possibility, contact a Fidelity Representative.

Existing Accounts Utilizing the Sweep

The Program Bank List assigned to your Account is available on Fidelity.com. To access the Program Bank List, you must log in to your Account, navigate to the "Positions" page, and then click on the "FDIC-Insured Deposit Sweep" link. If you have questions about a particular Program Bank's status, or need further information about the Program Bank List assigned to your Account, please contact a Fidelity Representative.

Changes to Program Bank Lists

Customer-Initiated Changes

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

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

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

Programmatic Changes

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

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

Bank Status Changes

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

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

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

You will be notified in advance, whenever possible, of a change that affects your Account. However, in extraordinary circumstances including, but not limited to, situations where a Program Bank is unable or unwilling to take additional Program Deposits, a Program Bank's participation in the Program is terminated, or a Program Bank's ongoing viability may be in question, you direct Fidelity, without providing advance notice to you, to make an intraday change to the Program Bank List that will affect the Program Banks assigned to receive Program Deposits, to limit the amount of your Cash Balance that is swept into a Program Deposit Account, or to move your Cash Balance to another Program Bank if Fidelity determines that such action is necessary to protect your funds or in the event that a Program Bank is not able or willing to take additional deposits. In the absence of an available Program Bank, you direct Fidelity to place any or all the Cash Balance in your Account into the available core position, specifically a Fidelity money market mutual fund or other available core position. Such an alternative core position may not be eligible for FDIC insurance, but may be eligible for SIPC protection. Where advance notice is not possible, you will be notified as soon as is reasonably practicable. Fidelity cannot guarantee any rate of return, including a return that is equal to or greater than your current return and you may receive a lower effective rate of return on the new core position. Fidelity may also receive different and potentially greater compensation in connection with the alternative core position than was the case with your original Program Bank. Your continued use of your Account after receiving notice of a change that affects your Account will constitute your affirmative consent to Fidelity's action. Fidelity may add an affiliated bank to the list of Program Banks in the future, including making an affiliated bank the sole available Program Bank under the Program.

By signing the Account Application or instructing Fidelity to change your existing core position to the Sweep, you represent that you have received and read this Disclosure Statement. You further understand and consent to Fidelity changing your core position to a Fidelity money market mutual fund or another investment vehicle, should the need occur. You agree to hold Fidelity harmless for any actions that might result from such a change to your core position, including any lower or different rate of return that may be paid by the new core position. You also direct Fidelity to liquidate your Cash Balances and terminate your participation in the Program in the event that you (i) establish a relationship with an independent third-party investment adviser who utilizes Fidelity and its affiliates for clearing and custody services and technology support, (ii) you wish to transfer or to otherwise use Fidelity's Portfolio Advisory Services, or (iii) you are deceased and your heir is establishing an inherited IRA with the proceeds from your IRA. You further acknowledge and agree to allow Fidelity to share personal information about you, including such things as your name, Social Security number or tax identification number, address, or date of birth, with certain entities that provide services to Fidelity in connection with the Program. These service providers, which include the Program Banks, will use such information solely to satisfy their own statutory or regulatory obligations, or obligations that attach to Fidelity.

Access to Your Cash Balance

You may only access your Cash Balance through your Account. You cannot access or withdraw your Program Deposit by contacting a Program Bank directly. Your Program Deposit may also be subject to legal process such as a levy or a garnishment delivered to Fidelity.

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

Deposit Accounts

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

Each Program Bank uses one of the following two deposit account structures, either: (1) a master account with two linked legally separate sub-accounts: (a) an interest-bearing transaction sub-account, which may be a Negotiable

Order of Withdrawal ("NOW" account) or a Demand Deposit Account ("DDA" account), referred to herein as a "Transaction" account, and (b) an interest-bearing savings deposit account, commonly referred to as a Money Market Deposit Account ("MMDA" account); or (2) legally separate linked Transaction and MMDA accounts. Regardless of whether the Bank utilizes structure (1) or (2) noted above, the accounts will be referred to throughout this document as, respectively, the "Transaction sub-account" and the "MMDA sub-account" and collectively the "sub-accounts," and Program Deposits at the Program Bank will be held in the sub-accounts. Interest will accrue on the combined balance of both sub-accounts at the same rate. The Program Administrator will allocate your Program Deposit (and those of each other Fidelity customer that participates in the Program) between the Transaction sub-account and the MMDA sub-account on a daily basis. You will not have an individual Transaction sub-account or MMDA sub-account at the Program Bank but, rather, your Program Deposit will be aggregated with the Program Deposits of other Fidelity customers that participate in the Program. For ease of reference, however, the portion of your Program Deposit that is allocated to the Transaction sub-account is referred to as "your" Transaction sub-account and the portion of your Program Deposit that is allocated to the MMDA sub-account is referred to as "your" MMDA sub-account. The aggregated sub-accounts at a Program Bank are referred to as the "omnibus Transaction sub-account" and the "omnibus MMDA sub-account." This will allow tracking and limitation of the number of withdrawals from your MMDA sub-account and, to the extent that Fidelity elects to limit such transfers from the omnibus MMDA sub-accounts that occur during any given statement cycle, will help ensure that the total number of either type of such withdrawals does not exceed the number permitted by law.

Under applicable Federal Reserve Board regulations, your Transaction sub-account is considered to be like a "transaction account" from which an unlimited number of transfers of funds (i.e., withdrawals) may be made. While there is no limit on the number of withdrawals that may be made from your Transaction sub-account, the only withdrawals that are permitted from your Transaction sub-account under the Program are (i) transfers to your MMDA sub-account (to the extent funds in your Transaction sub-account exceed any target balances that the Program Administrator and/or Program Bank may have established for that sub-account), and (ii) transfers from the Transaction sub-account to satisfy debits in your Account.

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

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

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

Sweeps of the Program Deposit to satisfy debits in your Account will be made from your Transaction sub-account. If the amount to be swept exceeds the available balance in your Transaction sub-account, funds from your MMDA sub-account will be transferred to your Transaction sub-account (up to the full balance of available funds in your MMDA sub-account) to cover the shortfall (and to replenish any target balance that the Program Administrator and/or the Program Bank may have established for your Transaction sub-account). No more than six of these transfers from your MMDA sub-account to your Transaction sub-account are permitted per monthly statement cycle. If a sixth transfer is needed, it will be for the full balance of available funds in your MMDA sub-account (but not including accrued interest). In addition, Fidelity may elect to limit the number of transfers from the omnibus MMDA sub-account to the omnibus Transaction sub-account at a Program Bank to six per monthly

statement cycle. If this limitation is imposed and a sixth such transfer is needed, it will be for the full balance of available funds in the omnibus MMDA sub-account at that Program Bank, which would result in all funds in your MMDA sub-account at that Program Bank being transferred to your Transaction sub-account and remaining there for the rest of that monthly statement cycle. In either case, at the beginning of the next monthly statement cycle, funds in your Transaction sub-account that exceed any target balance that the Program Administrator and/or Program Bank may have established for your Transaction sub-account will be transferred back to your MMDA sub-account.

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

Statements and Confirmations

The statement for your Account will (i) indicate your balance in your core account as well as your Program Deposit balance at each Program Bank as of the last business day of each monthly statement period, (ii) detail sweeps to and from your core account during the statement period, and (iii) reflect interest accrued on Program Deposits at each Program Bank separately. This information is provided in lieu of separate confirmations for each sweep into and from a Program Deposit Account. Transfers between your MMDA and Transaction sub-accounts will not be reflected in your Account statements. Because you are responsible for monitoring the total amount of your deposits at a Program Bank (including any Program Deposit held at such Program Bank and all deposits you may make at a Program Bank outside the Program) in order to determine the extent of FDIC insurance coverage available, you should carefully consider whether any change to a Program Bank utilized for your Account has an impact on your deposit insurance coverage.

Interest Rates

Each Program Bank that holds your Program Deposits will pay you the same rate of interest on funds in your Transaction sub-account and your MMDA sub-account. The rate of interest paid by each Program Bank is variable and depends in part on the amount of your Program Deposits. Customers with larger Program Deposits will generally receive higher interest rates on their Program Deposits than customers with smaller Program Deposits.

Interest rates may vary depending on the type of Account (IRA or HSA). Program Banks may participate in the Program in connection with both IRAs and HSAs. Account owners maintaining both an IRA and an HSA may have Program Deposits at the same Program Bank as a result of utilizing the Program in connection with both Accounts and may be paid different interest rates by the same bank on each Account. The interest rate paid by a Program Bank may also be different from that paid by the same Program Bank in connection with similar programs offered to account owners who maintain Other Accounts with Fidelity.

IRAs

You will earn interest on your Program Deposit. The interest rate will be determined each day pursuant to a pre-determined formula. The interest rate will be tiered and is based on your daily Program Deposit balances as well as the current interest rate environment. Current interest rates and annual percentage yields (APYs) for Program Deposits can be found at [Fidelity.com/IRACoreRates](https://www.fidelity.com/IRACoreRates) or by calling a Fidelity Representative.

HSAs

You will earn interest on your Program Deposit. The interest rate will be determined each day pursuant to a pre-determined formula. The interest rate will be tiered and is based on your daily Program Deposit balances as well as the current interest rate environment. Current interest rates and annual percentage yields (APYs) for Program Deposits can be found at [Fidelity.com/HSACoreRates](https://www.fidelity.com/HSACoreRates) or by calling a Fidelity Representative.

Over any given period, the interest rates on your Program Deposits may be lower than the rate of return on similar non-FDIC-insured investments or deposit accounts offered outside of the Program, including deposit accounts held directly with a Program Bank.

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

The interest rate and APY on Program Deposits will vary over time and can change daily without notice to you. Current rates and APYs can be found on our Web site at [Fidelity.com/IRACoreRates](https://www.fidelity.com/IRACoreRates) for IRA rates or [Fidelity.com/HSACoreRates](https://www.fidelity.com/HSACoreRates) for HSA rates or by calling a Fidelity Representative.

To compare current rates of return between the Sweep and non-FDIC-insured options available at Fidelity, please visit [Fidelity.com/IRACoreRates](https://www.fidelity.com/IRACoreRates) for IRA rates or [Fidelity.com/HSACoreRates](https://www.fidelity.com/HSACoreRates) for HSA rates or call a Fidelity Representative.

You understand that by continuing to maintain your Account and/or continuing to utilize the Program without objecting to any change in terms and conditions, contained in this document, including a change to these interest rate tables, you are agreeing to be legally bound by such new terms and conditions. If required by applicable law, we will provide you with prior notice of changes to these terms and conditions.

FDIC Insurance Coverage/SIPC Protection

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

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

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

Any securities held in your Account (as opposed to the Program Deposit) are investment products and as such (i) are not insured by the FDIC, (ii) carry no Bank or government guarantees, and (iii) have associated risks. By investing in securities you can lose your money, including the principal amount you invested. Securities held at Fidelity (as well as funds held at Fidelity and not at a Program Bank) are covered by the SIPC. SIPC currently protects these funds and securities up to \$500,000, including \$250,000 for claims for cash. SIPC coverage does not cover fluctuations in the market value of your investments. Your Cash Balance is only eligible for FDIC insurance once it becomes a Program Deposit held by a Program Bank. Your Cash Balance while held by Fidelity

and in transit to or from a Program Bank is not FDIC-insured but is covered by SIPC. For more information regarding FDIC insurance, please consult fdic.gov. For more information regarding SIPC coverage, or to request the SIPC brochure, please consult sipc.org or call 202-371-8300.

If your Cash Balance is invested in a core position other than the Sweep, such as a Fidelity money market mutual fund or other available investment vehicle, your core position will not be eligible for FDIC insurance, but may be protected by SIPC in accordance with applicable legal requirements and limitations.

Relationship Between Fidelity and Others

Under the Program, Fidelity serves as your broker, maintains your IRA or HSA Account, and provides certain services to you in connection therewith. Fidelity Management Trust Company (FMTC) or Fidelity Personal Trust Company, FSB ("FPT") (as the case may be depending on the type of Account) serves as the IRA or HSA Custodian of your Account. NFS, in turn, acts as agent on behalf of FMTC or FPT (as the case may be depending on the type of Account) in establishing an interest-bearing omnibus Program Deposit Account at a Program Bank, sweeping the Cash Balance in your Account to and from the Program Deposit Account. The Program Administrator provides certain recordkeeping, technology, and consulting services to Fidelity and the Program Banks with respect to the allocation of funds between your Transaction and MMDA sub-accounts as referenced in the "Deposit Accounts" section of this Disclosure Statement.

Fidelity may be a customer of the Program Administrator or a Program Bank and may have other financial interactions with the Program Administrator or a Program Bank. Additionally, the Program Administrator may also be a Program Bank. Finally, Fidelity may in the future designate one of its affiliates as the Program Administrator or a Program Bank or both. Fees paid to Fidelity and the Program Administrator in connection with administering the Program are described below in the section entitled "Benefits to Fidelity and Others."

Benefits to Fidelity and Others

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

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

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

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

If the Program Administrator is also a Program Bank, the fee paid to Fidelity by the Program Bank and the service fee Fidelity pays the Program Administrator are separate and distinct and unrelated to one another.

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



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