ELECTRONIC DELIVERY AGREEMENT

You agree to conduct business with Fidelity electronically and to electronic delivery of all documents, communications, and information related to all Fidelity accounts associated with your Social Security Number and/or Tax Identification Number for which you are authorized. This includes, but is not limited to, electronic delivery of all account, plan, and investment-related documents, including but not limited to account statements, trade confirmations, prospectuses, proxy materials, tax forms, required disclosures, shareholder reports, as well as certain health and welfare benefit plan information related to medical, disability or insurance benefits if applicable. Certain of these documents may contain your personal financial information, and you agree that such personal financial information may be delivered electronically.[1]

You further agree that Fidelity may deliver these documents in any form or manner of electronic communications permitted under applicable law, including via email, text messages, Fidelity websites, or mobile applications. Most documents will be available through Fidelity.com or NetBenefits.com for at least seven years, but the length of such availability may be subject to change in the future.

If any statute, regulation, or other applicable law requires the delivery of certain documents in written or paper form in the future, you agree to receive such documents in electronic form to the extent permissible under law.

You understand and agree that a valid email address and valid mobile phone number are required to open and maintain any Fidelity account. You consent to Fidelity's use of your email address, mobile phone number, or other identified electronic address to message, call or text you to help secure your account, provide transactional alerts, and deliver account-related documents and other communications. Message and data rates apply; frequency may vary. For help with texts, reply HELP or visit Fidelity.com/text. To opt-out of texts, reply STOP or contact Fidelity at (800) 343-3548.

If your email address, mobile phone number, or other electronic address changes, you agree to notify Fidelity. You may update this information at any time through your profile on Fidelity.com or NetBenefits.com.

You also consent to the use of electronic signatures in connection with all matters relating to your account(s) and agree that your use of an electronic signature shall bind you in the same manner as if you had manually signed such document.

For your accounts with multiple owners or trustees, Fidelity may send one notification of document availability per account.

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[1] For purposes of this Agreement, "accounts" may include an annuity or insurance contract issued by Fidelity Investments Life Insurance Company, Empire Fidelity Investments Life Insurance Company, or a third-party insurance company, as well as other products or services provided through a Fidelity entity.

Revocation of Consent

Your consent to electronic delivery will remain effective until it is revoked by you. You may revoke your consent at any time on Fidelity.com or NetBenefits.com, as applicable. For certain of your accounts, revocation of this consent may require revocation by all owners, trustees, or authorized persons associated with the account. To the extent Fidelity maintains your account(s) after you have revoked consent (whether indefinitely or for a period of time until it is closed), Fidelity may, when permitted by applicable law, (i) charge a reasonable fee for the delivery of communications by mail, and (ii) continue electronic delivery of communications for which consent is not required.

Any revocation of your consent will have prospective effect only, and you agree that such revocation will not affect the legal effectiveness or validity of any electronic communication provided to you while your consent was in effect.

You may request a paper copy of any communication delivered to you electronically by contacting Fidelity; where permitted, Fidelity may charge you a reasonable fee for printing costs. Retirement plan participants may request a paper copy of any delivered communication at any time without charge. Any paper communications will not revoke or invalidate your consent to electronic delivery.

Information About System Requirements

By consenting to electronic delivery, you acknowledge and agree that you have access to a computer or mobile device with Internet access, a valid email address, and the ability to download and access Fidelity mobile applications as necessary. If you would like to print any account-related documents or communications, you must have access to a printer or other similar device.

Accessing Documents

To access documents or communications on Fidelity websites or mobile applications, you will need to log in using a valid username and password. You agree that you are solely responsible for safeguarding the confidentiality of your login credentials.

Fidelity or its designee will generally notify you by electronic means when a document or communication is available. Such notifications may include, but are not limited to, alerts or other messaging to your email address, your mobile device, or through Fidelity websites or mobile applications (*e.g.*, Communication Center on Fidelity.com; Account Notices and Messages on NetBenefits.com).

The notification will include information about where the communications can be accessed and how to access them. By consenting to electronic delivery, you understand and confirm that you can access these communications electronically.

Where applicable, documents including, but not limited to, account statements, trade confirmations, prospectuses, mutual fund prospectuses, proxy materials, tax forms, required disclosures, and shareholder reports can be viewed, downloaded, and printed on Fidelity.com. They are currently accessible via the Accounts & Trade tab on Fidelity.com.

If documents from other issuers of investments held in your Fidelity account(s) are or become available in electronic form, you will receive notifications that will either include information about where the documents can be accessed and instructions on how to access the documents, or the documents themselves.

Where applicable, documents related to retirement plans for which Fidelity is trustee, sponsor, or recordkeeper, including but not limited to statements, tax forms, and plan information and documents, can be viewed, downloaded, and printed on NetBenefits.com. They are currently located in the Quick Links section for each relevant account on NetBenefits.com.

If you have any difficulty accessing any of the documents described above, please contact us.

Costs

Electronic delivery is provided free of charge by Fidelity. However, you may incur charges from your telephone company or your Internet service provider for online access or usage.

Fidelity Brokerage Services LLC, member NYSE, SIPC, 900 Salem Street, Smithfield, RI 02917
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Delivery vs. Payment/Receipt vs. Payment Account
Client Agreement

Please retain for your records

In this agreement, "Fidelity" and "you" refer to Fidelity Brokerage Services LLC and National Financial Services LLC and their affiliates, and their employees, agents, representatives, shareholders, successors, and assigns as the context may require; "I," "we," and "account owner" refer to the owner indicated on the account form or duly Authorized agent(s)/Advisor(s); and for any account with more than one owner (such as a joint or trust account), "I," "we," and "account owner" or "account owners" refer to all owners, collectively and individually, or duly Authorized agent(s)/Advisor(s).

1. Important Aspects of the Account

Upon approval by Fidelity, I understand that Fidelity will maintain an account for me and buy, sell or exchange securities or other products in accordance with instructions from me or my Authorized agent(s)/Advisor(s). Certain administrative services will be provided to me or my Authorized agent(s)/Advisor(s) by Fidelity. I understand that this Brokerage Account Client Agreement governs my account and my relationship with Fidelity and its affiliates. Without limiting any other provision of this Agreement, I understand and agree that as among me, my Authorized agent(s)/Advisor(s) and Fidelity:

A. My Authorized agents(s)/Advisor(s) may be a state or federally regulated investment advisor, a state or federally regulated bank or trust company, or another entity that is exempt from registration as an investment advisor under the Investment Advisors Act of 1940.

B. I have selected my Authorized agent(s)/Advisor(s) based on criteria I deem appropriate for my investment needs and without any advice or recommendation from Fidelity;

C. All decisions relating to my investment or trading activity shall be made solely by me or my Authorized agent(s)/Advisor(s) identified on my Account Application (Fidelity Brokerage Application) or subsequently in writing; my Authorized agent(s)/Advisor(s) has collected from me such information as is required to determine the suitability of my investment or trading activity;

D. Fidelity is authorized to accept and act upon the instruction of my Authorized agent(s)/Advisor(s) with respect to my account in accordance with this Agreement until you receive written notice revoking such authority;

E. My Authorized agent(s)/Advisor(s) is not affiliated with or an agent of Fidelity unless such Authorized agent/Advisor is a Fidelity entity or affiliate. My Authorized agent/Advisor is not not authorized to act or make representations on Fidelity's behalf;

F. Fidelity has no responsibility and will not undertake to review, monitor, or supervise the suitability of the trading decisions made by me or my Authorized agent(s)/Advisor(s), the frequency of the investment or trading activity in my account, or whether fees negotiated by my Authorized agent(s)/Advisor(s) for Fidelity's services are appropriate, as such responsibility falls solely with my Authorized agent(s)/Advisor(s). My Authorized agent(s)/Advisor(s) has collected from me such information as is required to determine the suitability of my investment or trading activity, or the appropriateness of applicable fees;

G. Fidelity will have no duty to inquire into the authority of the Authorized agent(s)/Advisor(s) to engage in particular transactions or investment strategies or to monitor the terms of any oral or written agreement between me and the Authorized agent(s)/Advisor(s).

H. I acknowledge that if I reside outside the United States I have received this application and agreement as a result of my express request for them. I further acknowledge that nothing herein is an offer or solicitation of any security, product or service in any jurisdiction where its offer or sale would be contrary to local law or regulation;

I. I shall 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 act or omission of my Authorized agent(s)/Advisor(s) with respect to my account.

J. The Authorized agent(s)/Advisor(s) will comply with, and make all disclosure as required by all applicable state, federal and industry securities laws and regulations, and interpretations promulgated thereunder, including, but not limited to, the Investment Advisers Act of 1940, the Securities Exchange Act of 1934, the Investment Company Act of 1940 and Financial Industry Regulatory Authority (FINRA) Conduct Rules.

Fidelity will not undertake to confirm or ensure that my Authorized agent(s)/Advisor(s) remains in compliance with its obligations.

To help the government fight financial crimes, federal regulation requires Fidelity to obtain my name, date of birth, address, and a government-issued ID number before opening my account, and to verify the information. In certain circumstances, Fidelity may obtain and verify comparable information for any person authorized to make transactions in an account. Also, federal regulation requires Fidelity to obtain and verify the beneficial owners and control persons of legal entity customers. Requiring the disclosure of key individuals who own or control a legal entity helps law enforcement investigate and prosecute crimes. My account may be restricted or closed if Fidelity cannot obtain and verify this information. Fidelity will not be responsible for any losses or damages (including, but not limited to, lost opportunities) that may result if my account is restricted or closed. Any information I provide to Fidelity may be shared with third parties for the purpose of validating my identity and may be shared for other purposes in accordance with Fidelity's Privacy Policy. Any information I give to Fidelity may be subject to verification, and I authorize Fidelity to obtain a credit report about me at any time. Upon written request, I will be provided the name and address of the credit reporting agency used. Fidelity also may monitor or tape-record conversations with me in order to verify data about any transactions I request, and I consent to such monitoring or recording.

Fidelity does not promote day-trading strategies. I understand that trading in volatile markets can present increased challenges and risks which may include:

- the risk of market orders being executed at unexpectedly high prices. If I have limited assets to pay for a transaction, such as in a retirement account with Brokerage Account Client Agreement contribution restrictions, I will consider placing a limit order. If I cannot pay for a transaction, Fidelity may be required to liquidate account assets at my risk.
- delays in quotes, order execution and reporting. In volatile markets, transmission of quotes, orders and execution reports may be delayed, even for information which appears to be real time. Security prices can change dramatically during such delays.
- it may not be possible to cancel an order previously submitted, even if I have received a confirmation that you have received my cancellation order. As a result, I understand that I will be sure my prior order is actually cancelled before entering a replacement order.
- certain securities, such as IPOs trading in the secondary market and Internet and other technology-related stocks, are subject to particular volatility. I will consider managing market risk with limit orders.
- access to Fidelity or my account can be delayed by factors such as high telephone volume or systems capacity limitations. I may have alternative ways of reaching Fidelity such as the Web and telephone representatives in addition to the automated telephone system.

For more complete information regarding this topic, please contact Fidelity.

Before establishing a a Fidelity Non-Prototype Retirement Account, the plan/program must meet the requirements as set forth in the Fidelity Non-Prototype Retirement Account Application. Depending on the plan type, I may be required to send certain pages of the plan or trust documents to Fidelity. Fidelity provides only the investment vehicle for Fidelity Non-prototype retirement plans and does not provide any trustee recordkeeping, tax withholding, or tax reporting services. As Trustee, I or my recordkeeper will be responsible for tracking each participant's ownership share in the investment account(s). I am applying for a Fidelity Non-Prototype Retirement Plan; the trustees/ custodians of the plan can grant trading authority as defined in this agreement to the plan participant by completing a Trading Authorization form.

If there are more than three account owners/holders, make a copy of the Personal Information/Authorized Individual section and complete with the additional account holders' information. All account holders must sign the application in the Signature section. In order to establish the account, Fidelity is required to request the information in the Personal Information section for all account owners. Failure to provide this information will restrict the account, including transfer of assets.

Estate Accounts require a court appointment/letter of testamentary. Additional paperwork may be required.

2. Custodial Accounts

(Uniform Gifts to Minors Act or Uniform Transfers to Minors Act)

If this is a custodial account, I understand Fidelity will maintain an account established under the Uniform Gifts to Minors Act ("UGMA") or Uniform Transfers to Minors Act ("UTMA") and for which I act as custodian. I understand that I represent and warrant the assets in the account belong to the minor, and all such assets, whether or not transferred out of the Fidelity UGMA/UTMA accounts, will only be used by me for the benefit of the minor.

I agree that at any time, Fidelity may, in its sole discretion and without prior notice to me, disclose information about the account to the beneficiary. I further agree that when the beneficiary reaches the age of termination, I will undertake to transfer, in an appropriate and timely manner consistent with applicable state law, the custodial property of the account to the beneficiary. In the event that the custodial property of the account is not transferred accordingly, I agree that Fidelity may in its sole discretion and without prior notice to me, (i) add restrictions to the account to prevent further activity including trading and/or (ii) in the event I am unable and/or unwilling to transfer the assets, unilaterally transfer the custodial property to the beneficiary. I 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 restrictions to the account and/or the transfer of the custodial property by Fidelity, including without limitation any claims I may or could have for any expenses incurred in the performance of my custodial duties and/or compensation for services that I have not already deducted from the UGMA/UTMA account prior to such restrictions and/or transfer.

As used herein, "I" or "my" shall refer to the custodian or to the minor as the context may require. As Custodian, I am required to sign the application.

These accounts are not eligible for Margin.

3. Joint Accounts

If this is a joint account, "I" also refers to all account holders, jointly and severally. All account holders agree that any account holder has authority on behalf of the joint account to:

- Buy, sell (including short sales) and otherwise deal in stock, bonds, options, and other eligible securities or other investments on margin or otherwise.
- Receive notices, confirmations, account statements, and shareholder and any other communications of every kind; and consent to the electronic delivery of such communications in accordance with terms of the Electronic Delivery Agreement, which is incorporated by reference herein.
- Receive money, securities and property of every kind, and dispose of the same on behalf of the joint account.
- Make agreements relating to any of the foregoing matters, and terminate, modify or waive any of the provisions of the Agreement on behalf of the joint account.
- Deal with Fidelity as fully and completely as if he(she) alone were interested in this account and without notice to the other account participants.
- Elect and terminate account-related products and services.
- Designate beneficiaries.

All obligations and liabilities arising under this account are joint and several and may be enforced by Fidelity against any or all account holders.

Fidelity is authorized to follow the instruction in every respect of any joint account holder without notice to any other account holder. This authority remains in force until written notice to the contrary is addressed and delivered to Fidelity. Fidelity, in its sole discretion and for its sole protection, may terminate the account upon receipt of such notice and may require the written consent of all account holders prior to acting upon the instruction of any account holder.

Laws governing joint ownership of property vary from state to state. I understand that I am responsible for verifying that the joint registration I select is valid in my state.

4. Trust and Business Accounts

For most trust accounts, a notarized certification of trust or copies of the first page and signature page of the trust documents are required to establish the account.

If this account is a trust or business account, or this account is not owned by individual person(s), "I" also refers to all account holders, trustees, corporate officers, partners, club members, custodians, guardians, executors, and any other authorized person(s) who hold(s) any position of ownership or fiduciary responsibility for this account.

Trustee powers include, without limitation, the authority to buy and sell securities (including the purchase and/or sale of option contracts) for and at the risk of the Trust. All orders and transactions will be governed by the terms and conditions of all other account agreements applicable to this account.

For Corporate and Unincorporated Accounts, the authorized individuals are authorized to purchase, trade, sell, assign, transfer and/or deliver any and all stocks, bonds, options, or any other securities, listed or unlisted, in said account and to execute any and all instruments necessary, proper and desirable for the purpose, including executing any and all documentation necessary to establish this account.

For Partnership Accounts, the authorized individuals jointly and severally agree that each shall have authority on behalf of the partnership to establish and maintain one or more accounts to buy, sell, trade and otherwise deal in, through you as brokers, stocks, bonds, options and any other securities, listed or unlisted to receive on behalf of the partnership account demands, notices, confirmations, reports, statements of account, and communications of every kind; to receive on behalf of the partnership account money, securities and property of every kind, and to dispose of same; to make on behalf of the partnership account agreements relating to any of the foregoing matters and to terminate or modify same or waive any of the provisions thereof; and generally to deal with you on behalf of the partnership account as fully and completely as if he alone were interested in said account, all without notice to the other or others interested in said account.

5. For Corporate Accounts Corporate Resolution and Authorization

Copy of certain resolutions (certified in the Business Information section of the Brokerage Account Application for Business Registrations) adopted by the Board of Directors whereby the establishment and maintenance of trading accounts have been authorized.

RESOLVED

FIRST: That the individuals listed in the Personal Information section of the Brokerage Account Application are, and each of them hereby is, authorized and empowered, for and on behalf of this Corporation (herein called the "Corporation"), to establish and maintain this account with Fidelity Brokerage Services LLC and National Financial Services LLC (herein called the "Brokers") for the purpose of purchasing, investing in, or otherwise acquiring, selling or otherwise disposing of, or turning to account of, or realizing upon, and generally dealing in and with any and all forms of securities including, but not by way of limitation, shares, stocks, bonds, debentures, notes,

scrip, participation certificates, rights to subscribe, options, warrants, certificates of deposit, mortgages, evidences of indebtedness, commercial paper, certificates of indebtedness and certificates of interest of any and every kind and nature whatsoever, secured or unsecured, whether represented by trust, participating and/or other certificates or otherwise.

The fullest authority at all times with respect to any such commitment or with respect to any transaction deemed by any of the said officers and/or agents to be proper in connection therewith is hereby conferred, including authority (without limiting the generality of the foregoing) to give written or oral instructions to the Brokers with respect to said transactions; to bind and obligate the Corporation to and for the carrying out of any contract, arrangement, or transaction, which shall be entered into by any such officer and/or agent for and on behalf of the Corporation with or through the Brokers; to pay by checks and/or drafts drawn upon the funds of the Corporation such sums as may be necessary in connection with any of the said accounts; (to deliver securities and contracts to the Brokers); to deliver securities to/and deposit funds with the Brokers; to order the transfer or delivery of securities to any other person whatsoever, and/or to order the transfer of record of any securities, to any name selected by any of the said officers or agents; to affix the corporate seal to any documents or securities to any name selected by any of the said officers or agents; to affix the corporate seal to any documents or agreements, or otherwise; to endorse any securities and/or contracts in order to pass title thereto; to direct the sale or exercise of any rights with respect to any securities; to sign for the Corporation all releases, powers of attorney, and/or other documents in connection with any such account, and to agree to any terms or conditions to control any such account; to direct the Brokers to surrender any securities to the proper agent or party for the purpose of effecting any exchange or conversion, or for the purpose of deposit with any protective or similar committee, or otherwise; to accept delivery of any securities; to appoint any other person or persons to do any and all things which any of the said officers and/or agents is hereby empowered to do, and generally to do and take all action necessary in connection with the account, or considered desirable by such officer and/or agent with respect thereto.

SECOND: That the Brokers may deal with any and all of the persons directly or indirectly, by the foregoing resolution empowered, as though they were dealing with the Corporation directly.

THIRD: That the Secretary of the Corporation be, and he or she hereby is, authorized, empowered and directed to certify, under the seal of the Corporation, or otherwise, to the Brokers:

(a) a true copy of these resolutions;

(b) specimen signatures of each and every person by these resolutions empowered;

(c) a certificate (which, if required by the Brokers, shall be supported by an opinion of the general counsel of the Corporation, or other counsel satisfactory to the Brokers) that the Corporation is duly organized and existing, that its charter empowers it to transact the business by these resolutions defined, and that no limitation has been imposed upon such powers by the By-Laws or otherwise.

FOURTH: That the Brokers may rely upon any certification given in accordance with these resolutions, as continuing fully effective, unless and until the Brokers shall receive due written notice of a change in or the rescission of the authority so evidenced, and the dispatch or receipt of any other form of notice shall not constitute a waiver of this provision, nor shall the fact that any person hereby empowered ceases to be an officer of the Corporation or becomes an officer under some other title, in any way affect the powers hereby conferred. The failure to supply any specimen signature shall not invalidate any transaction if the transaction is in accordance with authority actually granted.

FIFTH: That in the event of any change in the office or powers of persons hereby empowered, the Secretary shall certify such changes to the Brokers in writing to the manner herein above provided, which notification, when received, shall be adequate both to terminate the powers of the persons theretofore authorized, and to empower the persons thereby substituted.

SIXTH: That the foregoing resolutions and the certificates actually furnished to the Brokers by the Secretary of the Corporation pursuant thereto be, and they hereby are, made irrevocable until written notice of the revocation thereof shall have been received by the Brokers.

6. Applicable Laws, Rules, Regulations, and Policies

All transactions through Fidelity are subject to the constitution, rules, regulations, customs and usages of the exchange, market or clearinghouse where executed, as well as to any applicable federal or state laws, rules and regulations.

I also understand that all transactions and instructions related to my account are subject to Fidelity's policies and procedures which may result in Fidelity's refusal to accept or execute any order, instruction or transfer related to my account for any reason at any time in its sole discretion. Fidelity reserves the right to restrict my account from withdrawals and/or trades for any reason, including but not limited to if there is a reasonable suspicion of fraud, diminished capacity, or inappropriate activity. Fidelity also reserves the right to restrict my 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. If I am funding this account from another account, I am aware that if I select an in kind transfer, certain shares may not be transferable. Non transferable shares will be liquidated. I am responsible for confirming the eligibility of shares to be transferred prior to giving funding instructions and understanding any tax or other impact of shares that are liquidated.

I also understand that Fidelity's policy is to not accept orders or instructions via email. Solely at the discretion of Fidelity, and as an accommodation to me, subject to affirmative prior approval from Fidelity, Fidelity may allow me to transmit orders or instructions to Fidelity via Fidelity electronic communications system ("email"); provided, however, that I acknowledge and agree to the following when I elect to transmit electronic orders or instructions: (i) no such order or instruction shall be deemed received or accepted by Fidelity unless and until Fidelity has replied electronically via Fidelity electronic communications system or otherwise in writing affirming that the order or instruction has been received and accepted; (ii) Fidelity in its discretion may reject any email order or wire instruction; and (iii) I am solely responsible for the security and confidentiality of the email order or instruction when I transmit the order or instruction to Fidelity.

I am aware that various federal and state laws or regulations may be applicable to transactions in my account regarding the resale, transfer, delivery, or negotiation of securities, including the Securities Act of 1933 ("Securities Act"), the Securities Exchange Act of 1934, and Rules 144, 144A, 145, and 701 thereunder. I agree that it is my responsibility to notify you of the status of such securities and to ensure that any transaction I effect with you will be in conformity with such laws and regulations. I will notify you if I am or become an "affiliate"or "control person" within the meaning of the Securities Act with respect to any security held in my account. I will comply with such policies, procedures, and documentation requirements with respect to "restricted" and "control" securities (as such terms are contemplated under the Securities Act) as you may require. In order to induce you to accept orders with respect to securities in my account, I represent and agree that, unless I notify you otherwise, such securities or transactions therein are not subject to the laws and regulations regarding "restricted" and "control" securities. I also acknowledge that for any accounts opened on behalf of an entity, I have an ongoing obligation to notify you if the entity or any of its affiliates issues publicly-traded securities. I understand that if I engage in transactions that are subject to any special conditions under applicable law, there may be a delay in the processing of the transaction pending fulfillment of such conditions. I acknowledge that if I am an employee or "affiliate" of the issuer of a security, any transaction in such security may be governed by the issuer's inside trading policy, and I agree to comply with such policy.

7. Electronic Delivery

I agree to conduct business with Fidelity and its affiliates electronically, which necessarily includes having my personal financial information transmitted electronically, and to electronic delivery of all documents (including my initial notice of our privacy policy) and communications related to this and all my other Fidelity accounts as detailed in the Electronic Delivery Agreement, which is incorporated herein by reference. I also agree to provide and maintain as current both my

mobile number and email address to assist with account security and for the delivery of transactional alerts and communications, and I consent to Fidelity's use of my email address and/or mobile number to message, call, or text me 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. I acknowledge that I can update my contact information through my profile on *Fidelity.com*.

8. Data Security

I agree to keep secure my account number, and will not share any username, and password I use in connection with my account with others, including but not limited to my Authorized agent/ Advisor. I understand that electronic (including wired and wireless) communications may not be encrypted, I 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 me and Fidelity or between me and other parties. I also agree to protect Fidelity against losses arising from my usage of market data and other information provided by third parties.

9. Commissions/Fees/Pricing

I hereby authorize my Authorized agent(s)/Advisor(s) to enter into a schedule of interest rates, commission rates and other fees that Fidelity will charge my account for its services and authorize Fidelity to pay management fees for advisory services provided in connection with my account directly to my Authorized agent(s)/Advisor(s) from my account and represent that such fees are reasonable for the services provided by my Authorized agent(s)/Advisor(s). I understand that it is my responsibility to verify the fee and the accuracy of the fee calculation, and that Fidelity will not determine whether the fee or the calculation is accurate and appropriate. My Authorized agent(s)/Advisor(s) will direct Fidelity to have my account be subject to an Asset Based Pricing Schedule or a Transaction Based Pricing Schedule [as determined by my Authorized agent(s)/Advisor(s)]. I understand that some accounts that are subject to Transaction Based Pricing will also be subject to a Custody Fee as determined by my advisor. The Custody Fee will be a flat fee or a fee calculated on the average daily balance of all assets in my account multiplied by the Custody Fee rate, adjusted to a monthly amount and charged quarterly in arrears. The Custody Fee for the quarter will be the sum of the monthly amounts for the quarter. I understand that the Custody Fee is for services Fidelity provides to my account and is in addition to other fees and transaction charges applicable to my account and may be amended from time to time. I represent that my Authorized agent(s)/Advisor(s) has informed me of the pricing schedule applicable to my account and I agree to be bound thereby.

I acknowledge, understand, and agree that it is the sole responsibility of my Authorized agent(s)/Advisor(s) to determine whether these applicable fees, as well as any modifications thereto, are appropriate.

10. Settlement of Transactions

I or my Authorized agent(s)/Advisor(s) agree to furnish my custodian instructions with respect to the receipt or delivery of securities promptly upon execution of any order, or any part thereof, for my account, and in no event later than the close of business on the first business day following the date of execution.

In the absence of a specific demand, all transactions in any of my accounts are to be paid for, or securities delivered no later than 2 p.m. Eastern Time on the settlement date. Fidelity reserves the right to cancel or liquidate, at my risk, any transaction not timely settled.

11. Receipt of Communications

Communications may be sent to me at the U.S. postal or electronic mail address of record listed on my application or at such other address I may hereafter give Fidelity, and all communications so sent to me shall be deemed given to me personally, whether actually received or not. I understand that I should promptly and carefully review the transaction confirmations and periodic statements and notify FIdelity immediately of any errors.

Information contained on transaction confirmations and account statements is conclusive unless I object in writing within five and ten days, respectively, after being transmitted to me or my Authorized agent(s)/Advisor(s).

All account communications for the account being established with this application will be sent to the account level mailing address and be deemed to have been received by all account holders at such address.

12. Monitoring My Account and Notifying Fidelity of Errors

As an account owner, I am responsible for monitoring my account. This includes making sure that I am receiving transaction confirmations, account statements, and any other expected communications. It also includes reviewing these documents to see that information about my account is accurate and contains nothing suspicious. In addition, confirmations and statements are legally presumed to be accurate unless I specifically tell Fidelity otherwise. If I have not received a communication I expected, contact Fidelity, then follow up with written confirmation. I agree to notify Fidelity immediately if:

- I placed an order electronically but did not receive a reference number for it (an electronic order is not considered received until Fidelity has issued an acknowledgment)
- I received confirmation of an order I did not place, or any similar conflicting report
- There is any other type of discrepancy or suspicious or unexplained occurrence relating to my account
- My password or access device is lost or stolen, or I believe someone has been using it without authorization
- I did not authorize a fee my Authorized agent/Advisor deducted from my Account for its services

If any of these conditions occurs and I fail to notify Fidelity immediately, neither Fidelity nor any other Fidelity affiliate will be liable for any consequences. If I do immediately notify Fidelity, Fidelity's liability is limited as described in this agreement. With any feature or service that is governed by a separate agreement (such as an options trading agreement), note that different policies concerning error resolution and liability may apply, as described in the separate agreement. If, through any error, I have received property that is not rightfully mine, I agree to notify Fidelity and to immediately return the property and any earnings it may have yielded. If Fidelity identifies an error in connection with property I have received from or through them or a Fidelity affiliate and determine it is not rightfully mine, I agree that Fidelity may take action to correct the error, which may include returning such property to the rightful owner.

13. Periodic Reports

I will receive a statement of all transactions quarterly, and monthly in the months where there is activity in my account, unless I have authorized on the application to direct all written trade confirmations to my Authorized agent(s)/Advisor(s) in lieu of sending them to me directly or have waived receipt of account statements for quarters in which the account does not show a position. If I have elected to receive quarterly account statements detailing all trade confirmations, in lieu of immediate trade confirmations, I understand that receiving quarterly account statements impacts my ability to monitor as promptly the trading activity and investment decisions made by my Authorized agent(s)/Advisor(s). I acknowledge my Authorized agent(s)/Advisor(s) is my fiduciary and has investment discretion over the account, that Fidelity has no responsibility for the trading activity in the account or for monitoring the trading in my account, and that Fidelity's role is limited to carrying out my Authorized agent's/Advisor's instructions relating to the trading activity and investments in my account. I can revoke these instructions with written notice to you. The brokerage statement will detail: securities bought or sold in this account, and monthly fees assessed.

By authorizing Fidelity to deliver prospectuses to my Authorized agent(s)/Advisor(s) in lieu of sending them to me, I acknowledge that I will not receive prospectuses on securities held in my account and that it is my responsibility to evaluate the appropriateness of trading decisions made by my Authorized agent(s)/Advisor(s).

14. Extraordinary Events

Fidelity shall not be liable for loss caused directly or indirectly by government restrictions, exchange or market rulings, suspension of trading, war, strikes or other conditions beyond its control, including, but not limited to, extreme market volatility or trading volumes.

15. Choice of Marketplace

I understand and acknowledge that when securities can be traded in more than one marketplace, in the absence of specific instructions from me, Fidelity may use its discretion in selecting the market in which to enter my orders.

16. Payment for Order Flow

Fidelity transmits customer orders for execution to various exchanges or market centers based on a number of factors. Such factors include: size of order, trading characteristics of the security, favorable execution prices (including the opportunity for price improvement), access to reliable market data, speed of execution, liquidity enhancement opportunities, availability of efficient automated transaction processing, and reduced execution costs through price concessions from the market centers. Certain of the market centers may execute orders at prices superior to the publicly quoted market in accordance with their rules or practices. While a customer may specify that an order be directed to a particular market center for execution, the order-routing policies, taking into consideration all of the factors listed above, are designed to result in favorable transaction processing for customers. Fidelity will furnish payment for order flow and order routing policies to you on an annual basis.

Fidelity receive(s) remuneration, compensation or other consideration for directing customer orders for equity securities to particular Broker/Dealers or market centers for execution. Such consideration, if any, takes the form of financial credits, monetary payments or reciprocal business.

Please note: Orders placed through Fidelity's telephone, electronic, wireless or online trading systems cannot specify a particular market center for execution.

17. Modifications and Miscellaneous

I understand that no provision of this Agreement can be amended or waived except by Fidelity, with notice to my Authorized agent/Advisor and/or me. I agree to the terms and conditions set forth in this Client Agreement as they are today and as they be amended in the future. The most current version of the Client Agreement can be found at *i.fidelity.com/accountdocuments*. If any provision of this Agreement becomes inconsistent with any present or future law or regulation of any entity having regulatory jurisdiction over it, that provision will be superseded or amended to conform with such law and regulation, but the remainder of this Agreement remains in full force and effect.

The failure of Fidelity at any time to require performance by me or my Authorized agent(s)/Advisor(s) of any provision of these terms and conditions will not limit the right to require such performance at any time thereafter. Fidelity reserves the right, at its sole discretion and without prior notice, to restrict or limit any transaction or series of transactions in any investment company advised or managed by Fidelity or its affiliates that Fidelity determines may adversely affect the investment company or its shareholders. Any failure to provide accurate trading or allocation instruction, including options transactions, may result in losses in my account. I may not assign this or any related agreement without the prior written consent of Fidelity.

This Agreement and its enforcement shall be governed by the laws of the Commonwealth of Massachusetts; shall cover individually and collectively all accounts that I may open or reopen with Fidelity; and shall inure to the benefit of Fidelity's successors and assigns, whether by merger, consolidation or otherwise. Fidelity may transfer my account to your successors and assigns, and this agreement shall be binding upon my heirs, executors, administrators, successors and assigns.

18. Liability for Costs of Collection

I am liable for payment upon demand of any debit balance or other obligation owed in any of my accounts or any deficiencies following a whole or partial liquidation, and I agree to satisfy any such demand or obligation. I agree to reimburse Fidelity for all reasonable costs and expenses incurred in the collection of any debit balance or unpaid deficiency in any of my accounts, including, but not limited to, attorneys' fees.

19. Trading Authorization

A. I have indicated on the Fidelity Application that I have authorized one or more Authorized agent(s)/Advisor(s) to execute trades on my account, and Fidelity is authorized and directed to accept any trading, servicing, or account-related instruction of the Authorized agent(s)/Advisor(s) on my behalf. Fidelity reserves the right, but is not obligated, to confirm with me any of my Authorized agent's(s')/Advisor's(s') instructions prior to acting on such instructions, **including requests to change the address on my account.** The Authorized agent(s)/Advisor(s) may inquire in and trade in my account as specified, and Fidelity is authorized and directed to accept the instructions of the Authorized agent(s)/Advisor(s).

B. I understand and agree that:

1. Fidelity is authorized and directed to accept the instructions of my Authorized agent(s)/Advisor(s) on my behalf. Fidelity reserves the right, but is not obligated, to confirm with me any of my Authorized agent's(s')/Advisor's(s') instructions prior to acting on such instructions, including requests to change the address on my account.
2. Fidelity is further authorized to act upon my Authorized agent's(s')/Advisor's(s') instructions to aggregate transaction orders for my Account with orders for one or more other accounts over which the Authorized agent(s)/Advisor(s) has trading authorization, or to accept or deliver assets pursuant to a separately executed authorization I have granted to my Authorized agent(s)/Advisor(s) in transactions executed by other Broker/Dealers where Authorized agent(s)/Advisor(s) has so aggregated orders. I agree that if any such aggregated order is executed in more than one transaction, my portion of such order may be deemed to have been at the weighted average of the prices at which all of such transactions were executed.

20. Outsourced Agent Authorization ("OAA")

By selecting OAA, I authorize Fidelity to accept instructions from the Primary Authorized agent/Advisor on my Account to add or remove other eligible Authorized agent(s)/Advisor(s) to or from my Account without direct instruction from me. I understand and agree that any Authorized agents/Advisors added to my Account pursuant to OAA will have the same trading, asset movement, and fee deduction authorization I grant to my Primary Authorized agent/Advisor. I agree that all of representations I make in this Agreement with respect to my Authorized agents/Advisors and any of the authorizations referenced herein also apply to all Authorized agents/Advisors added to my account pursuant to this OAA. I further agree that Fidelity has no role in, nor any duty to monitor or oversee the addition or removal by my Primary Authorized agent/Advisor of any Authorized agent/Advisor pursuant to this OAA.

21. Consumer Reporting Agencies

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

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

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

In order for Fidelity to investigate any dispute that I may submit to Fidelity with respect to information that Fidelity has provided, I will provide Fidelity with the following information:

(1) My name, address, and account number;
(2) An identification of the specific information that I believe is not accurate; and
(3) An explanation of the basis for my dispute

22. Assignment

The Authorized agent(s)/Advisor(s) shall not assign this Agreement or any of its rights hereunder, nor delegate any of its obligations hereunder, without the prior written consent of me and Fidelity; provided, however, consent shall not be required in the case of assignment where Authorized agent(s)/Advisor(s) assigns its rights in whole (but not in part) under this Agreement in the event of any assignment by merger, acquisition, or otherwise by operation of law.

Any assignment by the Authorized agent(s)/Advisor(s) in contravention of the foregoing shall be deemed null and void. The provisions of the Agreement will be binding upon and inure to the benefit of the respective successors and permitted assigns.

23. Termination of Account

My account may be terminated by me or Fidelity at any time. I understand that Fidelity reserves the right to charge an account termination fee whether the account is terminated by Me or by Fidelity.

Fidelity reserves the right to charge a service fee or close any account that fails to maintain minimum activity or balance requirements, and further reserves the right to close an account because of insufficient activity. Fidelity may periodically review my account activity, and reserves the right to charge reasonable inactivity fees or to close or change the optional account features, fees, and services, for any reason, including, but not limited to, insufficient investment activity in accordance with the regulations of the New York Stock Exchange. Fidelity will notify me if any changes or charges are imposed. Termination will result in cancellation of my account and other features or privileges.

24. Termination of Authorizations

The authorizations I have granted in this Application and Agreement is a continuing one and shall remain in full force and effect until Fidelity is notified in writing of my death, disability or incapacity or unless revoked through written notice actually received by Fidelity. Upon written notice of my death, I understand that any authorization that I have granted herein to my Authorized agent(s)/Advisor(s) will terminate. I understand that Fidelity will require the assets in the account be transferred to my estate or beneficiaries, as applicable, and no longer will accept instructions from my Authorized agent(s)/Advisor(s) on my account. Such revocation, however, shall not affect any prior liability or obligation in any way resulting from any transaction initiated before receipt of the revocation. Furthermore, it is understood that the authorizations and indemnity is in addition to, and in no way restricts, any rights that may exist at law or under any other agreement(s) between me and Fidelity. The authorizations and indemnity shall be construed, administered and enforced according to the laws of the Commonwealth of Massachusetts. It shall inure to the benefit of Fidelity and of any successor firm or firms (whether by merger, consolidation or otherwise) irrespective of any change(s) at any time in the personnel thereto for any cause whatsoever and to the benefit of the affiliates and the assigns of Fidelity or any successor firm. It is further understood that Fidelity reserves the right, but is not obligated, to request authorization from me prior to executing any transaction requested from my Authorized agent/Advisor, and to cease accepting instructions from my Authorized agent/Advisor at Fidelity's sole discretion and for its sole protection. I understand that Fidelity may terminate its relationship with my Authorized agent(s)/Advisor(s) at any time for any reason without notice to me. If Fidelity terminates its relationship with my Authorized agent/Advisor, or if my Authorized agent/Advisor is otherwise removed from my Account, Fidelity will not be obligated to honor the authorization I have granted to my Authorized agent(s)/Advisor(s) in this Agreement, and I will have exclusive control over, and responsibility for, my account.

25. Pre-Dispute Arbitration Agreement

This agreement contains a pre-dispute arbitration clause. By signing an arbitration agreement, the parties agree as follows:

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

(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, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 20 days prior to the first scheduled hearing date.

(E) The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.

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

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

All controversies that may arise between me, my Authorized agent/Advisor, and you, 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 me, my Authorized agent, and you, whether entered into or arising before, on or after the date this account is opened) shall be determined by arbitration in accordance with the rules then prevailing of 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 I may designate. If I designate the rules of a United States self-regulatory organization or United States securities exchange and those rules fail to be applied for any reason, then I shall designate the prevailing rules of 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 I do not notify you in writing of my designation within five (5) days after such failure or after I receive from you a written demand for arbitration, then I authorize you to make such designation on my behalf. The designation of the rules of a self-regulatory organization or securities exchange is not integral to the underlying agreement to arbitrate. I 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 pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class 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 extend state herein.

Asset-Based Pricing Supplement

This supplement sets forth the terms and conditions for Asset-Based Pricing. Contact your Authorized agent(s)/Advisor(s) to determine if this supplement applies to your account.

This Fidelity Asset-Based Pricing Supplement ("Supplement") is part of my Client Agreement with Fidelity Brokerage Services LLC ("FBS") and National Financial Services LLC ("NFS") (together, "Fidelity"). Unless otherwise defined in this Supplement, defined terms have the same meaning as in my Client Agreement. In the event any provision in this Supplement conflicts or is inconsistent with any provision of my applicable Client Agreement, the provisions of this Supplement will control for matters related to me or my Authorized agent(s)/Advisor(s) having chosen Asset-Based Pricing ("ABP") for my Account(s). In the event that any provisions in this Supplement or my Client Agreement conflicts or is inconsistent with any provision of the Premiere Select IRA Custodial Agreement and Disclosure Statement, or Premiere Select Roth IRA Custodial Agreement and Disclosure Statement, as applicable, the provisions of the Premiere Select IRA (or Roth IRA) Custodial Agreement and Disclosure Statement will control. As noted in the Client Agreement, I have authorized my Authorized agent(s)/Advisor(s) to enter into such schedule of interest rates, commission rates and any other fee schedules for my accounts. Account(s) chosen for Asset-Based Pricing ("ABP Account(s)") will, subject to certain restrictions, receive FBS's customary securities brokerage services, as set forth in the Client Agreement, for an asset-based fee ("Asset-Based Fee" or "ABF") based on the value of certain assets in ABP Accounts, generally in lieu of paying commissions to FBS at at the time of each transaction. See Paragraph 3 below for a description of other fees and charges not included in the ABF.

I understand that the ABF for each account is calculated and charged based only on the assets held in that account and does not take into consideration any other accounts or assets held at Fidelity.

1. **Chargeable Assets.** As used in this Supplement, "Chargeable Assets" mean:
   - all assets in the account excluding the following assets which are defined as non-chargeable: cash and core sweep vehicles (including core money market funds), non-core Fidelity money market funds, no transaction fee (NTF) mutual funds, mutual funds with a load or sales charge, Fidelity mutual funds, alternative investments, Unit Investment Trusts (UITs), and international securities that settle and are held in local currency. Note that an international security that is held in USD will be charged an asset-based fee.

   Fidelity may change the definition of Chargeable Assets anytime, and any change will be effective in the following billing period with notice to me and my Authorized agent(s)/Advisor(s). Changes in these definitions may affect the ABF rate I am charged. In the event an Asset is deemed at any time to be non-chargeable, I understand transaction fees shall apply.
2. **Asset-Based Fee.** I agree to pay FBS an ABF calculated by applying the ABF as it has been communicated to me by my Authorized agent(s)/Advisor(s) to the average daily balance of Chargeable Assets held in each ABP Account. I understand that I may be subject to a minimum fee per billing period. The fees shall be communicated to me by my Authorized agent(s)/Advisor(s). I authorize Fidelity to provide notice of my fees or any changes in my fees to my Authorized agent(s)/Advisor(s) and I will be bound by such notice. It is my responsibility to determine from my Authorized agent(s)/Advisor(s) the fees being charged. A copy of my fee schedule can be obtained from Fidelity upon request.

   For each ABP Account, the ABF is calculated by applying the Annual Percentage Rate (measured by "basis points" or "BPS") to the average daily balance of the Chargeable Assets in each ABP Account (schedule may be dependent on turnover classification of my account). The ABF shall be charged in arrears based on the average daily balance of Chargeable Assets in the ABP Account for the billing period. FBS will calculate the ABF for each billing period by multiplying the average daily balance of Chargeable Assets for each month by the corresponding BPS (adjusted to a monthly amount by multiplying the annual percentage rate by the number of days in the month divided by 365 days (or, 366 days in the case of a leap year) of the applicable schedule of my Authorized agent/Advisor. The ABF for the billing period will be the sum of the monthly amounts for the billing period. This shall be the ABF fee billed for the billing period unless the sum is less than the period's applicable minimum account fee ("Minimum Fee") described below. The ABF shall be charged to an account on or about the seventh day of the second month following the end of each billing period.

   Accounts may be subject to a Minimum Fee to be billed by FBS on the same day as the ABF. The Minimum Fee does not apply when the ABP Account's ABF for the billing period exceeds the applicable Minimum Fee. The Minimum Fee charged will be reduced by the amount of the ABF charged to the ABP Account. Accounts may also be subject to an annual trade cap and excess trade fee payable to FBS applied to all trades in excess of the trade cap ("Trade Cap Fee"). The trade cap is based on the number of trades executed on all asset types and is calculated on an annual basis at the anniversary of the funding of the account or the establishment of the ABP on the account ("Anniversary Date"). Trade counting is done on a 12-month basis from the account's Anniversary Date. Certain assets may be excluded from the trade cap. For further details, contact your Authorized agent(s)/Advisor(s).

   The ABF, Minimum Fee, and Trade Cap Fee may be changed by FBS in its discretion. I authorize Fidelity to provide notice of my fees or any changes in my fees to my Authorized agent(s)/Advisor(s) and I will be bound by such notice. It is my responsibility to determine from my Authorized agent(s)/Advisor(s) the fees being charged. The amounts charged for ABF or Minimum Fees, if applicable, will be shown on my account statement.

   Payment of the ABF generally will be made first from free credit balances (from my core money market mutual fund, in the case of IRAs), next from the liquidation of shares of money market funds, and finally from the liquidation of any remaining securities or other property. Transfers into the ABP Account(s) of Chargeable Assets will be subject to the ABF or Minimum Fee, if applicable.
3. **Other Fees and Charges.** The ABF does not cover all fees and charges that apply to my ABP Accounts. The ABF does not cover brokerage costs associated with Non-Chargeable Assets held in my ABP Accounts or with securities and other property held outside my ABP Accounts. The ABF does not cover certain charges including but not limited to transfer taxes, regulatory and exchange fees electronic fund and wire transfer fees, storage, fabrication and delivery fees for precious metals, auction fees, debit balances, margin interest, certain odd-lot differentials, other charges imposed by law, charges imposed by custodians other than Fidelity, fees in connection with custodial, trustee and other services rendered by a Fidelity affiliate, certain fees in connection with trust accounting, or the establishment, administration, or termination of retirement or profit sharing plans, and fees for other products and services that Fidelity or its affiliates may offer. Customary brokerage costs will apply to purchases and sales of Non-Chargeable Assets in my ABP Account, and these charges may be applied on a per-trade basis. My ABP Account also may be subject to Supplemental Charges and Closing Fees (defined below).
   a. **Closing Fee.** FBS may charge a fee ("Closing Fee") at the time of the termination of this Supplement or the closing of an ABP Account. This fee is in addition to any IRA termination/liquidation fees that may be applied.
   b. **Agency and Principal Trades.** For agency transactions, I will pay FBS the ABF in lieu of the commission, if any, that otherwise would be charged on a per-trade basis. However, I understand that principal transactions will be effected by NFS at a net price reasonably related to the prevailing market price and will include a dealer spread (normally the difference between the bid and the offer price). The dealer spread will vary based on a number of factors such as the nature and liquidity of the security. I further understand that NFS generally will receive a markup, charged

directly to me at time of trade, as compensation for its services in executing principal trades because of the dealer spread or because of any gains resulting from changes in the prices of securities and other property held for NFS's own account before sale to, or after purchase from, me.

c. **Underwritten Offerings.** ABP fees will be applied to underwritten offerings of eligible individual equities and fixed income securities purchased or held in my ABP Accounts. Underwritten offerings generally will be purchased only at the public offering price, which includes sales compensation. FBS's affiliate, NFS, may receive a selling concession or other compensation which is part of the underwriting commission that is described generally in the relevant offering documents.

d. **Commissions and Other Charges of other Broker-Dealers.** The ABF does not cover commissions, commission equivalents, or other charges on transactions my Authorized agent(s)/Advisor(s) place with broker-dealers other than Fidelity that settle into or from my ABP Account. Any such charges will be separately charged to my ABP Account. ABP fees will be applied to Chargeable Assets in my ABP Account that are purchased or sold through other broker-dealers but custodied at Fidelity. I understand that my Authorized agent(s)'/Advisor(s)' use of Fidelity's Prime Brokerage Services or other trade away programs will involve execution of transactions for my ABP Account by broker-dealers other than Fidelity, and that such transactions will be subject to additional fees charged by Fidelity for its Prime Brokerage Services or other trade-away program. Because I will be charged commissions, commission equivalents, dealer markups, markdowns, or other charges on transactions my Authorized agent(s)/Advisor(s) place with broker-dealers other than Fidelity – which will be in addition to the ABF I pay FBS under this Supplement – I recognize that my Authorized agent(s)/Advisor(s) could have an incentive to execute most transactions for settlement into my ABP Account through Fidelity. This incentive could, in some circumstances, conflict with my Authorized agent(s)'/Advisor(s)' duties to obtain best execution of transactions for my ABP Account.

4. **Valuation of Chargeable Assets.** For purposes of determining the market value of the Chargeable Assets in my ABP Accounts, securities listed on a national securities exchange will be valued, as of the valuation date, at the closing price on the principal exchange on which they are traded, if available. Otherwise, securities and other property in my ABP Account will be valued in a manner determined by Fidelity in good faith to reflect their estimated fair market value. Fidelity may use prices obtained from third-party vendors. While Fidelity believes these sources to be reliable, Fidelity's valuation of Chargeable Assets for purposes of this Supplement should not be considered a guarantee of any kind whatsoever of the value of any assets in my ABP Accounts. The actual prices at which securities may be bought and sold may be different from those used for purposes of this Supplement. The ABF and other ABP fees will apply to short market positions in Chargeable Assets. Chargeable Assets purchased on margin are subject to the ABF and the market value of the Chargeable Assets will not be reduced by the amount of any margin indebtedness or increased by the amount of any credits. I understand that margin is not available on my Premiere Select IRAs (or Premiere Select Roth IRAs).

5. **Acknowledgements.** I understand and agree that:

a. **Special Considerations.** I have determined in consultation with my Authorized agent(s)/Advisor(s) that participation in this ABP arrangement ("ABP Arrangement") is suitable and appropriate for me. **ABP Arrangements are not right for everyone.** In deciding whether this arrangement is appropriate, I have carefully considered, in consultation with my Authorized agent(s)/Advisor(s), all relevant factors, including my past and anticipated trading practices and holdings of Chargeable Assets, my Authorized agent(s)'/Advisor(s)' investment strategies and trading patterns (including the frequency of trading and the number and size of the transactions that my Authorized agent(s)/Advisor(s) order for my ABP Accounts), the costs and potential benefits of this arrangement as compared to paying commissions to FBS on a per-trade basis, and my investment objectives and goals. I understand that, depending on the circumstances, the brokerage and execution services offered through this arrangement would be available for less money if I paid commissions and execution costs on a per-trade basis. I have also considered whether this arrangement is appropriate if I primarily intend to hold the types of Chargeable Assets or engage in the trading strategies described below:

- "Buy and Hold" Investors. This arrangement is designed for investors who trade with some regularity and may not be appropriate if I do not intend to trade or intend to make only a small number of trades. It may not be appropriate for me to include in my ABP Account existing securities or other property that I intend to hold for a long time.
- Short-Term Trading Activity. ABP Accounts are not intended for day trading (i.e., the practice of purchasing and selling or selling and purchasing the same positions in one trading day) or other short-term or excessive trading activity, including excessive options trading. If I engage in trading activities Fidelity views as excessive, I may be subject to additional charges and/or FBS may restrict my ABP Account and/or convert it to a transaction-based account which shall effectively terminate this Supplement.
- Prior Commission Payments. I may transfer Chargeable Assets on which I have previously paid a commission or similar fee on a per-trade basis into my ABP Account. The ABF will be applied to these transferred securities even though a commission or other similar fee has previously been charged, and I will consider whether it is appropriate to transfer such securities and other property into my ABP Account.

b. **Arrangement Is Appropriate for Me.** I acknowledge that Fidelity has not recommended participation in this ABP Arrangement. I agree that Fidelity is not responsible for determining whether participation in this ABP Arrangement remains suitable or appropriate for me. Rather, such determination is solely mine and my Authorized agent(s)'/Advisor(s)' responsibility. Because the relevant factors bearing on the appropriateness of my participation in this ABP Arrangement may change over time, I will periodically reevaluate, in consultation with my Authorized agent(s)/Advisor(s), whether continued enrollment in this ABP Arrangement remains suitable and appropriate for me. I acknowledge that I have been given notice of all fees and other charges related to my having chosen ABP for my managed accounts. I further represent that all such fees are reasonable in light of the services being provided to me.

c. **No Investment Advice.** This ABP Arrangement is a pricing alternative, not an investment advisory service. My ABP Account is a brokerage account in which, subject to certain restrictions and except as otherwise specified herein, Fidelity provides securities brokerage services on a non-discretionary basis for an ABF. Any information or assistance Fidelity provides to me in this ABP Arrangement is solely incidental to Fidelity's business as a broker-dealer and is customarily provided or available without charge where brokerage charges are paid on a per-trade basis. Neither Fidelity nor any of its employees is acting or will act as an "investment adviser" as defined in the Investment Advisers Act of 1940 ("Advisers Act") with respect to my ABP Account. The Advisers Act will not apply to the relationship between me and Fidelity (including its employees) with respect to my ABP Account. Fidelity is not an "investment manager" and does not provide investment advice within the meaning of the Employee Retirement Income Security Act of 1974 as a result of the services provided under this Supplement, and Fidelity does not, nor will it, render advice or any other services.

d. **Payments to Affiliates; Multiple Layers of Fees.** Fidelity, its affiliates and employees may receive additional compensation in connection with specific types of Chargeable Assets as described in the Supplement. These Chargeable Assets will also be included for purposes of calculating the ABP fees. This may result in me paying multiple layers of fees on certain Chargeable Assets.

e. **Limitation of Liability; Risk Acknowledgement.** All investments involve risk, and certain types of investments involve substantially more risk than others. I (or my Authorized agent(s)/Advisor(s) will select investments for my ABP Account, and neither Fidelity nor any of its affiliates or employees will have any discretionary authority or control over my ABP Account. Fidelity, its affiliates, and employees will execute transactions for my ABP Account only as specifically instructed by me or my Authorized agent/Advisor or other authorized representative. I am responsible for any trades placed in my ABP Account and for all losses arising from or related to my ABP Account.

f. **Tax Considerations.** The ABF paid in connection with my ABP Account may be considered by the Internal Revenue Service as an investment expense, rather than a transaction charge, which may result in less favorable tax treatment for me. If I sell or redeem Chargeable Assets, including as part of a transfer described in paragraph 5, that sale or redemption of Chargeable Assets may result in adverse tax consequences. Notwithstanding anything herein to the contrary, I understand that distributions from IRAs are subject to ordinary income tax and a possible 10% penalty if I am under age 59½. I understand that Fidelity does not, and will not, offer tax advice and I am encouraged to consult a tax advisor or other qualified professional.

6. **Duration and Termination.** I agree that, even though I have signed the Client Agreement and agreed to this Supplement, Fidelity may refrain from providing the services described in this Supplement until all of Fidelity's internal procedures for establishing ABP Accounts have been completed and any necessary internal approvals have been obtained. This Supplement will become effective when accepted by Fidelity. Either party may terminate the Supplement at any time. Fidelity will accept verbal termination instructions from me directly or my Authorized agent(s)/Advisor(s). In the event of the termination of an ABP Account, this Supplement will terminate with respect to such account, but will remain in full force and effect as to any remaining ABP Accounts. Termination of this Supplement will not result in termination of the Client Agreement, the terms and conditions of which will continue to remain in full force and effect and the Client Account will be subject to transaction-based pricing which shall be communicated to me by my Authorized agent(s)/Advisor(s). In the case of any termination by me, the "Termination Date" is the last business day of the quarter in which my notice is received by Fidelity. In the case of any termination by Fidelity, the "Termination Date" is the date on which any such notice is sent by Fidelity to me. Termination of this Supplement or any particular ABP Account will not affect or preclude the consummation of any trade initiated, or any liability or obligation arising before the Termination Date, including payment of any outstanding fees.

7. **Amendments.** Fidelity may amend this Supplement on written notice to my Authorized agent(s)/Advisor(s) or me and any amendment will be effective as of the date specified by Fidelity.

The following applies only to accounts established in the Managed Account Solutions (formerly Managed Account Resources Platform ("MAS Platform"): Be advised that the billing period and householding features are unique for this platform. The MAS Platform will bill your ABP fees at the beginning of the quarter on or about the fifteenth day of the quarter. The ABP fees will be determined by applying the BPS to your account(s) previous quarter ending account balance. Within the MAS Platform, any accounts in each of the MAS Programs will be householded for purposes of calculating and billing the ABF.

Trade-Away Securities Transactions Supplement

To: Account Owner(s) ("I")

From: Fidelity Brokerage Services LLC and National Financial Services, LLC (collectively, "Fidelity")

Pursuant to the terms of my Client Agreement I have authorized Fidelity to accept any trading, servicing or account related instruction from my Authorized Agent(s)/Advisor(s), including authorizing my Authorized agent(s)/Advisor(s) to execute securities transaction directly with broker dealers that are not affiliated with Fidelity, including both domestic and foreign executing brokers ("Executing Brokers"). My Authorized agent (s)/Advisor(s) have indicated to Fidelity my Authorized agent(s)/Advisor(s) may engage in executing securities transactions with Executing Brokers. This notice is a supplement to my Brokerage Account Client Agreement and provides the details of the terms and conditions for Fidelity's role in securities transactions my authorized agent(s)/Advisor(s) execute with Executing Brokers. Defined terms have the same meaning as in my Client Agreement. I have read this information carefully and have contacted my Authorized agent(s)/Advisor(s) with any questions.

The terms of my Client Agreement authorize and direct Fidelity to accept any trading, servicing, account-related, or other instruction of my Authorized agent (s)/Advisor(s) on my behalf. This includes the execution of trade-away securities transactions ("Trade-Away Transactions") directly through Executing Brokers. If my Authorized agent(s)/Advisor(s) execute Trade-Away Transactions directly through Executing Brokers, I understand that I and my Authorized agent(s)/Advisor(s) are solely responsible for the selection of any Executing Brokers. Fidelity will have no obligation to select, monitor or supervise the Executing Brokers.

The Executing Broker will be entirely responsible for the execution and clearance of Trade-Away Transactions executed on my behalf. Fidelity, as custodian of my account, will act solely as settlement agent and will have no other responsibility whatsoever with regard to any Trade-Away Transactions. Fidelity's duties in this regard will be further conditioned on Fidelity having custody of or receiving the subject securities or other property (including cash) in good deliverable form before settlement. I understand that Fidelity has the right to cancel or disaffirm any Trade-Away Transaction in its sole discretion, including, but not limited to, if Fidelity does not receive subject securities or other property, including cash, to settle the Trade-Away Transaction, or if the locate requirement on a short transaction is not satisfied in a manner acceptable to Fidelity.

To facilitate settlement on my behalf, Fidelity may book Trade-Away Transactions through its systems in a manner that makes them appear as though they are "buys" and "sells," and may reflect this activity as a "trade" on standardized communications, including, but not limited to, periodic account statements and trade confirmations. I understand that, notwithstanding the presentation of this information on communications I receive from you, Fidelity is acting solely as settlement agent connection – Trade-Away Transactions.

I understand that I may be subject to additional trade-away fees for Trade-Away Transactions executed by Executed Brokers, including any penalties for failure to settle such transactions, and my Authorized agent(s)/Advisor(s) have informed me of the trade-away fees that may apply to my account and I agree to be bound thereby.

I understand that securities positions that are not in the possession or control of Fidelity are not covered by the SIPC protection or any additional insurance secured by Fidelity that covers positions held in my Fidelity brokerage account.

I understand that Fidelity may limit or restrict the number or volume of Trade-Away Transactions in my account. I also understand that I may be required to maintain minimum net equity levels in my Fidelity brokerage account. I understand that any such limitations or requirements will be communicated to me on an initial and ongoing basis through my Authorized agent/Advisor.

I acknowledge that direct investments in foreign markets involve 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. Emerging markets, in particular, can be subject to greater social, economic, regulatory, and political uncertainties and can be extremely volatile. Foreign securities trading also may be subject to various credit, settlement, operational, financial and legal risks that may affect the ability of my Authorized agent(s)/Advisor(s) to engage in foreign securities transactions on my behalf and may make it more costly to access foreign markets. These risks include:

- **Physical Markets.** Certain markets may have less regulated or less liquid securities markets. In addition, some countries still rely on physical markets that require delivery of properly endorsed share certificates to effect trades. As a result, the settlement process can be lengthy (and erratic in some markets) and carry an increased risk of fails.
- **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 with Foreign Executing Brokers can result in my Authorized agent(s)/Advisor(s) 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 and complicate clearance and settlement.
- **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.
- **Trading Restrictions and Market Operations.** Foreign markets often operate differently from U.S. markets. For example, there may different periods for clearance and settlement of securities transactions and investments in foreign securities may be subject to local market trading restrictions.
- **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.

I agree to indemnify and hold harmless Fidelity, its affiliates and their respective officers, directors, employees and agents from and against any and all losses, claims or financial obligations ("Losses") that may arise from any act or omission of my Authorized agent(s)/Advisor(s) with respect to my account, including Losses arising out of or relating to Trade-Away Transactions that my Authorized agent(s)/Advisor(s) may execute directly with Executing Brokers.

Statement of Business Resiliency

Continued service to our customers is the main tenet of Fidelity's business continuity management program. Priority is given to critical activities that include, but are not limited to, trading, account maintenance, and customer service. Business Continuity, Resiliency Planning & Testing are integrated to deliver customer service with minimal disruption. Fidelity implements the measures described below as part of our overall continuity plan to ensure that critical services are maintained for our customers.

Resiliency Program

Fidelity uses a resiliency model that includes architecting the environment with the ability to absorb shocks in the technologies being used. Our primary goal is to mitigate all failure points internally that would require us to activate contingency plans. Due to the critical nature of our processing, Fidelity's core systems, applications, and network infrastructure are designed with the objective of eliminating single points of failure. In addition, we have an oversight function, Enterprise Business Resiliency (EBR), as the second line of defense monitoring the Resiliency Program at Fidelity. EBR includes Business Continuity and Technology Resiliency and Recovery teams providing Business Recovery and Resiliency standards and compliance tracking. We apply our resiliency compliance standards across the Fidelity ecosystem, and as required with partners, and vendors.

Mainframe systems are in two redundant Fidelity-owned data centers, and distributed platforms are spread within two redundant data centers, across the United States. In addition, our applications in the Cloud utilize multiregionial zones and multiple geo physical locations provided by our Cloud providers.

- The data centers are equipped with redundant power and cooling systems, high-speed network connectivity, and 24/7 on-site monitoring and maintenance.
- In the event of a hardware or application failure, the redundant node within these centers will assume processing capabilities of the failed node. Regional failure will result in switching to the alternate region.
- Fidelity uses multiple application replication techniques, advanced storage, and database replication technology to ensure continuous availability of storage and data resources to our systems.

Fidelity's online services rely on a distributed, redundant infrastructure and are architected to be available 24/7 apart from scheduled weekly and monthly maintenance windows. Design consideration is given to every system component so that each is highly available.

Our distributed consumer platforms are spread across redundant data centers, and redundancy is provided within and across sites. In the event of an outage, consumer application traffic is routed away from the impacted region and the remaining sites handle full production loads. This feature is exercised monthly, consistent with our software and infrastructure resiliency standards.

In the event of a complete site failure, traffic is redirected to the alternate region/zone using application and network load balancing technologies. Fidelity maintains a fault-tolerant, high-speed network:

- The availability and utilization of Fidelity's proprietary network is monitored 24/7/365, and we respond to changes in usage and business requirements.
- Our network capacity model provides adequate bandwidth, even in contingency situations.
- Our network is designed to be fully redundant. Components such as switches, routers, and load balancers have redundancy to mitigate single points of failure.
- We use redundant Internet Service Providers to mitigate potential provider network issues.

Fidelity executes multiple exercises throughout each calendar year. Fidelity's business processes, critical infrastructure, application and data environments are exercised based on defined criticality and in accordance with our Resiliency standards.

Business Continuity

Fidelity's business continuity management program focuses on maintaining and recovering critical business processes that enable uninterrupted service to customers.

- A Business Impact Analysis (BIA) is conducted annually to determine the criticality of business processes.
- Risk assessments are conducted to identify threats requiring mitigation, and recovery plans are adjusted accordingly.
- Customer-facing business processes operate in at least two geographically diverse locations that are fully equipped and staffed. For example, Fidelity hosts several call centers, which are distributed across the United States.
- Back-office operations operate in multiple locations and/or have capability to work remotely and/or move work.
- Business recovery exercises are required at least annually. Recovery strategies of critical processes are required semiannually. Quarterly Emergency Notification System tests are performed to assess the ability to contact key managers and associates. Recovery exercises consist of performing critical process activities and validating the operating status of working remotely, application accessibility, data accessibility, and business processing capability.
- Third-party suppliers are subject to contract provisions requiring information security and business continuity capabilities consistent with service expectations. Critical suppliers are subjected to periodic risk-based assessments, with additional actions taken as needed to ensure the resiliency of our supply chains.

In support of the business continuity programs, each Fidelity business unit is required to exercise recovery of critical functions at least annually. This includes, but is not limited to, employee notification validation, event management education and training, functional recovery exercises, and tabletop exercises.

Our continuity planning teams work closely with local governments and officials in the event of an outage impacting our operations. Additionally, NFS has identified three large-scale scenarios that require particular focus: pandemics, events impacting market operations, and cyber events. Detailed response plans have been developed, and cross-disciplinary teams have been trained to address disruptions as well as these specific events.

Each Fidelity business unit has developed the capabilities to recover both operations and systems. All continuity plans are designed to account for disruptions of various lengths and scopes, and to ensure that critical functions are recovered to meet their business objectives. Dedicated teams within our technology organizations ensure that critical applications and data have sufficient redundancy and availability to minimize the impact of an event. Key components of NFS's business continuity plan include:

- Alternate physical locations and preparedness
- Alternative means to communicate with our customers and employees
- Strategies to address loss or impact to technology/applications

Fidelity is focused on addressing the potential risks associated with a contagious illness outbreak, including the impact on our employees, our customers, and continuity of operations. A firm-wide, cross-disciplinary team maintains a comprehensive, globally integrated strategy designed to prepare Fidelity Investments to respond effectively to a contagious illness. We are also in close contact with industry and health experts and closely monitor information provided by the Centers for Disease Control and Prevention and the World Health Organization.

Our approach centers around augmentation of our existing continuity program, which focuses on a variety of continuity solutions for process, system, and infrastructure outages, as well as reduced staffing scenarios.

Telecommuting

- Geographic diversification of critical functions
- Extended and flexible operating hours
- Regional work sharing

Because contagious illness scenarios can vary widely, our continuity teams work closely with management to implement any strategy and take necessary steps to maintain business operations based on consultation with our enterprise teams and external resources.

Fidelity's Enterprise Business Resiliency program has been certified ISO 22301 compliant by BSI Americas.

This certification process requires regular program auditing by BSI Americas and, in addition to regular reviews by regulatory agencies and Corporate Audit, demonstrates the rigorous review of our resiliency program.

To obtain a copy of this notice at any time, contact NFS directly.

Clearing, custody or other brokerage services may be provided by National Financial Services LLC, Member NYSE, SIPC.

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Rev. 06/2026

FACTS

What do Fidelity Investments and the Fidelity Funds do with your personal information?

WHY?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

WHAT?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and employment information
- assets and income
- account balances and transaction history

When you are *no longer* our customer, we continue to share your information as described in this notice.

HOW?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information, the reasons Fidelity Investments and the Fidelity Funds (hereinafter referred to as "Fidelity") choose to share, and whether you can limit this sharing.

REASONS WE CAN SHARE YOUR PERSONAL INFORMATION	DOES FIDELITY SHARE?	CAN YOU LIMIT THIS SHARING?
For our everyday business purposes — such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	No	We don't share
For nonaffiliates to market to you	No	We don't share

QUESTIONS?

Call 800.343.3548. If we serve you through an investment professional, please contact them directly. Specific Internet addresses, mailing addresses, and telephone numbers are listed on your statements and other correspondence.

WHO WE ARE	
Who is providing this notice?	Companies owned by Fidelity Investments and using the Fidelity name to provide financial services to customers, and the Fidelity Funds. A list of companies is located at the end of this notice.
WHAT WE DO	
How does Fidelity protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Fidelity collect my personal information?	We collect your personal information, for example, when you ■ open an account or direct us to buy/sell your securities ■ provide account information or give us your contact information ■ tell us about your investment portfolio We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only ■ sharing for affiliates' everyday business purposes — information about your creditworthiness ■ affiliates from using certain information to market to you ■ sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing.
DEFINITIONS	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. ■ Fidelity Investments affiliates include companies with the Fidelity name (excluding the Fidelity Funds), as listed below, and other financial companies such as Green Pier Fintech LLC, National Financial Services LLC, Strategic Advisers LLC, and FIAM LLC.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. ■ Fidelity does not share with nonaffiliates so they can market to you.
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. ■ Fidelity doesn't jointly market.

OTHER IMPORTANT INFORMATION

If you transact business through Fidelity Investments life insurance companies, we may validate and obtain information about you from an insurance support organization. The insurance support organization may further share your information with other insurers, as permitted by law. We may share medical information about you to learn if you qualify for coverage, to process claims, to prevent fraud, or otherwise at your direction, as permitted by law. You are entitled to receive, upon written request, a record of any disclosures of your medical record information. Please refer to your statements and other correspondence for mailing addresses.

If you establish an account in connection with your employer, your employer may request and receive certain information relevant to the administration of employee accounts.

If you interact with Fidelity Investments directly as an individual investor (including joint account holders), we may exchange certain information about you with Fidelity Investments financial services affiliates, such as our brokerage and insurance companies, for their use in marketing products and services, as allowable by law. Information collected from investment professionals' customers is not shared with Fidelity Investments affiliates for marketing purposes, except with your consent and as allowed by law.

The Fidelity Funds have entered into a number of arrangements with Fidelity Investments companies to provide for investment management, distribution, and servicing of the Funds. The Fidelity Funds do not share personal information about you with other entities for any reason, except for everyday business purposes in order to service your account.

For additional information, please visit *Fidelity.com/privacy*.

WHO IS PROVIDING THIS NOTICE?

Empire Fidelity Investments Life Insurance Company®; FIAM LLC; Fidelity Brokerage Services LLC; Fidelity Distributors Company LLC; Fidelity Diversifying Solutions LLC; Fidelity Funds, which include funds advised by Strategic Advisers LLC and Fidelity Diversifying Solutions LLC; Fidelity Health Insurance Services, LLC; Fidelity Institutional Wealth Adviser LLC; Fidelity Insurance Agency, Inc.; Fidelity Investments Institutional Operations Company LLC; Fidelity Investments Life Insurance Company; Fidelity Management Trust Company; Fidelity Personal Trust Company, FSB; Fidelity Wealth Technologies LLC; Green Pier Fintech LLC; National Financial Services LLC, Strategic Advisers LLC, and Fidelity Digital Assets, NA.

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