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.

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Fidelity Brokerage Services LLC

PRODUCTS, SERVICES, AND CONFLICTS OF INTEREST

This important disclosure information about Fidelity Brokerage Services LLC ("FBS") is provided to comply with the federal securities laws. It does not create or modify, amend or supersede any agreement, relationship, or obligation between you and FBS (or your financial intermediary). Please consult your account agreement with us and other related documentation for the terms and conditions that govern your relationship with us. Please go to **Fidelity.com/information** *for further information.*

Introduction

This document provides retail customers (referred to as "you" or "your") with important information regarding your relationship with FBS (referred to as "we," "us," or "our"), a broker-dealer registered with the U.S. Securities and Exchange Commission ("SEC"), and a member of the Financial Industry Regulatory Authority ("FINRA"), the New York Stock Exchange ("NYSE"), and Securities Investor Protection Corporation ("SIPC"). Within this document, you will find information regarding the products and services FBS offers, including their material limitations and risks. In addition, this document describes our best interest obligations and fiduciary status when we make recommendations for retirement accounts. This document also describes the conflicts of interest that arise in FBS's business, including those conflicts that arise from compensation received by FBS, its affiliates, and its registered representatives ("Representatives"), and how we address those conflicts.

FBS offers brokerage accounts and services for personal investing, including retail, retirement (such as Individual Retirement Accounts ["IRAs"]) and cash management services (credit and debit cards, checkwriting, etc.). These brokerage accounts generally allow you to invest in mutual funds, exchange-traded funds, stocks, bonds, options, college savings plans, insurance and annuity products, and more. FBS also offers brokerage accounts and services for Workplace Savings Plans, which are discussed in "Retirement and Other Tax-Advantaged Accounts" below. FBS works with its affiliated clearing broker, National Financial Services LLC ("NFS"), along with other affiliates, to provide you with these brokerage accounts and services.

Your FBS brokerage account ("FBS Account") is self-directed. This means that you or someone you designate are solely responsible for deciding whether and how to invest in the securities, strategies, products, and services offered by FBS. You or your designee are also solely responsible for the ongoing review and monitoring of the investments held in your FBS Account, even if FBS has made a recommendation to you. It is important you understand that FBS is not an investment advisor and is not required to update any previously provided recommendations, and that unless specifically agreed to in writing, FBS will not monitor any investment recommendation made to you or the investments held in your Account. You are responsible for independently ensuring that the investments in your FBS Account remain appropriate given your Investment Profile. Furthermore, for any FBS customer that is a corporation, limited liability company, partnership or other business-related entity, the entity and the authorized person(s) acting for it are solely responsible for directing all of the entity's account activity, including selecting and monitoring its investments, and must do so independent of, and without reliance on, any advice, recommendation or guidance provided by FBS.

When providing brokerage services to you, FBS is required to:

- Have reasonable grounds to believe that any security, investment strategy, or account type that we specifically recommend to you as an individual investor is in your best interest after taking into account factors relevant to your personal circumstances, such as your age, other investments, financial situation and needs, tax status, investment objectives, investment experience, investment time horizon, liquidity needs, risk tolerance, and other financial information you have disclosed to us (your "Investment Profile") and the cost associated with our recommendation (this is our "best interest obligation");
- Ensure that your trades are executed with diligence and competence and seek to provide best execution in light of prevailing market conditions; and
- Treat you in a manner consistent with principles of fair dealing and high standards of honesty and integrity.

There is no minimum required to open an FBS Account, but there are minimums to purchase some types of investments. All transaction charges will be identified to you in the confirmation of a transaction and/or in the account statement FBS sends to you on a periodic basis. Please see the FBS Account Customer Agreement ("Customer Agreement") and the FBS Brokerage Commission and Fee Schedule ("Schedule") for information regarding the transaction fees and other charges that apply to your FBS Account, including trade execution, clearing, and other services provided by our affiliate, NFS, as well as the terms and conditions applicable to your FBS Account, which can be found at **Fidelity.com/information**.

- ***FBS Accounts and Intermediaries:*** You may have an FBS Account in connection with services provided by an investment advisor affiliated with FBS including Strategic Advisers LLC ("Strategic Advisers"), Fidelity Institutional Wealth Adviser LLC ("FIWA") or a third party, such as a registered investment advisor, retirement plan administrator, bank, or family office (collectively referred to as an "Intermediary" or "Intermediary Accounts"). **While FBS and its affiliates provide services to Intermediary Accounts, FBS generally does not provide recommendations to Intermediary Accounts and does not monitor Intermediary Accounts or the investments held therein.** Your Intermediary may offer different investment services and products from those offered by FBS. Please contact your Intermediary for more information on the services offered, conflicts of interest, and the fees you will pay.

How We Recommend Investments, Strategies, and Services

FBS Representatives use various tools and methodologies to help you choose your investments, investment strategies, and services. In addition, many of these tools are available to you directly on our websites and mobile applications. FBS tools and methodologies use information you provide about your financial goals, investment objectives, and financial situation ("Investment Profile"). When developing a recommendation that is in your best interest, we consider your Investment Profile as well as the potential risks, rewards, and costs associated with the investment, strategy, or service recommendation. Although cost is a factor that we consider in making recommendations to you, it is only one of several factors. As a result, we do not necessarily recommend the lowest-cost investment option, and lower-cost alternatives might be available with the same, similar, or different risk and return characteristics. You should always conduct your own research of any investment before purchasing it, including anything we may recommend. Other investments having different fees and expenses, features and characteristics, and risks may be available. In addition, we do not consider every investment, product, or service offered by FBS when making a recommendation; certain investments and products are only available for self-selection (i.e., without an FBS recommendation).

Information regarding recommendations made in our retail and retirement/tax-exempt accounts is provided below.

Retail Accounts

For Fidelity retail accounts, we can provide a recommendation to you regarding investment in one or more of the following:

- **Mutual Funds and ETFs:** Fidelity Freedom Funds, Fidelity Asset Manager Funds, or a model portfolio of mutual funds that can be comprised of Fidelity funds only; a mix of Fidelity and no transaction fee third-party funds; or a mix of Fidelity and iShares exchange-traded funds
- **Fixed Income:** investment-grade, individual fixed income securities inclusive of bonds, certificates of deposit ("CDs") and credit union share certificates ("CUSCs")
- **Annuities:** third-party or proprietary annuities available through Fidelity Insurance Agency, Inc.
- **Managed Accounts:** discretionary investment advisory services offered by an FBS affiliate, Strategic Advisers

Additional information regarding these investments and services is found in this document in the section titled *Investment Products and Services Offered by FBS*.

Retirement and Other Tax-Advantaged Accounts

We offer a variety of retirement and other tax-advantaged accounts (including IRAs, workplace savings plan accounts, Health Savings Accounts ("HSAs"), and other similar accounts, collectively "Retirement Accounts"). We have a best interest obligation when we provide a recommendation to your Retirement Account.

When we provide investment advice to you regarding your Retirement Account within the meaning of Title I of the Employee Retirement Income Security Act ("ERISA") and/or the Internal Revenue Code ("IRC"), as applicable, we are a fiduciary within the meaning of these laws governing retirement accounts. The way we make money creates some conflicts with your interests, so when we provide such investment advice, we operate under special rules that require us to act in your best interest and not put our interest ahead of yours.

Under these special rules, we must:

- Meet a professional standard of care when making investment recommendations (give prudent advice);
- Never put our financial interests ahead of yours when making recommendations (give loyal advice);
- Avoid misleading statements about conflicts of interest, fees, and investments;
- Follow policies and procedures designed to ensure that we give advice that is in your best interest;
- Charge no more than is reasonable for our services; and
- Give you basic information about conflicts of interest.

The above fiduciary acknowledgement applies solely with respect to the following types of recommendations (each a "Covered Recommendation"):

- ***Transfer and Account Recommendations.*** From time to time, we may recommend that you transfer or roll over assets from a Workplace Savings Plan to a brokerage or an advisory IRA (or another Workplace Savings Plan). We may also recommend that you transfer assets in your Workplace Savings Plan to an advisory program or transfer IRA assets to an advisory program.
- ***Investment Recommendations.*** If you have a Retirement Account with us, we can make recommendations regarding investments, investment strategies, and services in your Retirement Accounts. The types of investments, investment strategies and services that we can recommend to retail accounts as identified above can similarly be recommended for Retirement Accounts. With respect to employer-sponsored retirement plans that are recordkept by an FBS affiliate, our recommendations will be limited to the investments, investment strategies, and services made available through your plan.

If your Workplace Savings Plan account offers self-directed brokerage accounts ("BrokerageLink Account"), you may be able to access lower-cost mutual fund share classes available through the BrokerageLink Account than those that may be available through your Workplace Savings Plan Account or through an IRA. We do not make recommendations in BrokerageLink Accounts or consider investment options available through such accounts.

It is important to understand that we will not be a fiduciary in connection with all of our interactions with you regarding your Retirement Account. Specifically, we provide non-fiduciary assistance and education regarding Retirement Accounts and this information is not intended to be individualized to your particular circumstances and should not be considered as a primary basis for your investment decisions. This type of assistance includes:

- Execution of self-directed, or unsolicited, transactions or trades;
- General descriptions, information and education about our products and services or with respect to plan distribution or rollover decisions;
- Communications that are not an individualized/personalized suggestion for you to take a particular course of action with respect to your retirement assets;
- Assistance for workplace savings plan accounts that are not subject to Title I of ERISA (e.g., certain plans maintained by governmental or tax-exempt employers and non-qualified deferred compensation plans);
- Recommendations with respect to accounts other than Retirement Accounts that you maintain with us; or
- Any communications that are not fiduciary investment advice (as defined by ERISA or the IRC).

Rollovers from an Employer-Sponsored Retirement Plan

You can open or contribute to an IRA with assets that are "rolled over" from a 401(k) or other employer-sponsored retirement plan. Our affiliates provide recordkeeping and other services to employer-sponsored retirement plans ("Workplace Savings Plans") and assets held in a Workplace Savings Plan Account can be rolled over to an FBS IRA. Similarly, assets held in a third-party retirement plan can also be rolled over to an FBS IRA.

If you are a participant in a Workplace Savings Plan, we can provide you with information and/or recommendations regarding your plan distribution options. Certain FBS Representatives can discuss the financial and nonfinancial factors to consider when deciding whether to stay in your Workplace Savings Plan, roll over to another Workplace Savings Plan, or roll over to an FBS IRA. When discussing IRAs in connection with a rollover transaction, Representatives will only discuss the features of an FBS IRA. Other financial services firms may offer rollover IRAs that have different features.

Our plan distribution assistance process can include providing you with information to help you understand the factors to consider and the trade-offs with each distribution option so you can make an informed decision. Our Representatives can answer questions you might have about any of these factors.

If you are a participant in an employer-sponsored retirement plan or maintain an IRA that is not record kept by an affiliate of FBS and you are eligible to roll over retirement assets to an IRA, we can provide you with information regarding the factors that are important for you to consider when deciding whether to remain in your current plan or IRA or transfer all or part of such plan or IRA to an FBS IRA. We do not make recommendations with respect to whether you should roll over from an employer-sponsored retirement plan or IRA that is not record kept by an affiliate of FBS.

Conflicts of Interest

Conflicts of interest arise because the products and services we offer have different costs to you and different levels of compensation earned by us, our affiliates, and our Representatives. Generally, FBS and our affiliates earn more compensation when you select a product or service offered by us or one of our affiliates (i.e., a "proprietary" product or service), as compared to a product or service offered by a third party. FBS may also receive compensation from third parties in connection with the securities you purchase. As a result, when working with you, FBS has a financial incentive to recommend the accounts, products, and services that result in greater compensation to FBS. Most FBS Representatives receive variable compensation based on the type of product or service you select, but FBS Representatives' compensation is not affected by whether you purchase a proprietary product or service, or a similar third-party product or service offered through us.

We seek to address these conflicts in multiple ways. For example:

- We primarily use standardized methodologies and tools to provide advice so that recommendations made for your FBS account are in your best interest, based on your needs and financial circumstances.
- We train, compensate, and supervise FBS Representatives appropriately to provide you with the best client experience, which includes offering products and services that are in your best interest based on your financial situation and needs. As described in the "How We Pay Our Representatives" section below, products and services that require more time and engagement with a customer and/or that are more complex or require special training or licensing typically provide greater compensation to a Representative. Based on these neutral factors, the compensation received by a Representative in connection with certain products and services offered by us or our affiliates, including certain investment advisory programs offered through our investment advisor affiliate Strategic Advisers, is greater than the compensation Representatives receive for other products and services that we offer.
- We disclose information to you about any important conflicts of interest that are associated with a recommendation in advance of providing you with a recommendation so that you can make informed decisions.

How We Pay Our Representatives

- FBS takes customer relationships very seriously and has processes in place to help ensure that when we recommend products and services to you, what we recommend is in your best interest. FBS Representative compensation is designed to ensure that our Representatives are appropriately motivated and compensated to provide you with the best possible service, including providing recommendations that are in your best interest, based on your stated needs. This section generally describes how we compensate FBS Representatives. Compensation to FBS and its Representatives for the products and services we offer is described in the "Investment Products and Services" section below.
- Fidelity representatives receive base pay based on their experience and role. In addition to base pay, FBS Representatives are also eligible to receive variable compensation or an annual bonus, and certain Representatives are also eligible to receive

longer-term compensation. Whether and how much each FBS Representative receives in each component of compensation is generally determined by the Representatives role, responsibilities, and performance measures and is also impacted by the type of product or service you select. These compensation differentials recognize the relative time required to engage with a client and that more time is required to become proficient or receive additional licensing (for example, insurance and annuity products or investment advisory services) as compared to, for example, a money market fund. Products and services that require more time to engage with a client and/or that are more complex generally provide greater compensation to our Representatives, FBS, and/or our affiliates. Although we believe that it is fair to vary the compensation received by our Representatives on the time and complexity involved with the purchase of products, this compensation structure creates a financial incentive for Representatives to recommend and that a client maintain investments in these products and services over others. Depending on the specific situation, the compensation received by Fidelity Representatives in connection with you maintaining an FBS Account could be less than the compensation received by Fidelity Representatives in connection with you choosing to participate in a Fidelity advisory program. FBS addresses these conflicts of interest by training and supervising our Representatives to make recommendations that are in your best interest and by disclosing these conflicts so that you can consider them when making your financial decisions.

- For additional information about FBS Representative compensation, please see *Fidelity Investments Compensation Disclosure* at **Fidelity.com/information**.
- FBS Representatives who interact with Intermediaries have a different compensation plan than those who work directly with customers. For additional information, contact Fidelity.

Investment Products and Services Offered by FBS

General Investment Risks

All investments involve risk of financial loss. Historically, investments with a higher return potential also have a greater risk potential. Events that disrupt global economies and financial markets, such as war, acts of terrorism, the spread of infectious illness or other public health issues, and recessions, can magnify an investment's inherent risks.

The general risks of investing in specific products and services offered by FBS are described below. Detailed information regarding a specific investment's risks is also provided in other disclosure and legal documents we make available to you, including prospectuses, term sheets, offering circulars, and offering memoranda. As stated previously, you are responsible for deciding whether and how to invest in the securities, strategies, products, and services offered by FBS. You should carefully consider your investment objectives and the risks, fees, expenses, and other charges associated with an investment product or service before making any investment decision. The investments held in your Account (except for CDs, a Federal Deposit Insurance Corporation ("FDIC") insured deposit account bank sweep, or CUSCs) are not deposits in a bank or credit union and are not insured or guaranteed by the FDIC, the National Credit Union Association or any other government agency.

Fees and Charges

Details regarding the fees, charges, and commissions and/or markups associated with the investment products and services described below can be found in the *Fidelity Brokerage Commission & Fee Schedule,* which is available at **Fidelity.com/information**.

If you work with an intermediary, your intermediary determines with FBS the fees, charges, commissions and/or markups you pay to FBS and its affiliates for their services. Contact your intermediary for more information.

Available Securities

This section generally describes the securities offered by FBS, the fees you will pay, how we and/or our affiliates are compensated, the associated risks and Representative compensation. If you are investing through your workplace retirement plan, the securities available to you will be determined by your plan sponsor and generally do not include all of the securities discussed in this document.

Bonds, Municipal Securities, Treasuries, and Other Fixed Income Securities

FBS offers fixed income securities including, among others, corporate bonds, U.S. Treasuries, agency and municipal bonds, CDs and CUSCs. You can purchase fixed income securities from us in two ways: directly from the issuer (new issues) in the primary market and through broker-dealers, including affiliates of FBS, in the secondary market. FBS also offers brokered CDs and CUSCs issued by third-party banks and third-party credit unions, respectively.

FBS makes certain new issue fixed income securities available without a separate transaction fee. New issue CDs and CUSCs are also offered without a transaction fee. With respect to fixed income securities purchased or sold through the secondary market, the cost for the transaction (commonly called a "markup" for purchases or "markdown" for sales) is included in the purchase or sale price. In addition to any markup or markdown, an additional transaction charge can be imposed by FBS when you place your order through an FBS Representative, depending on the type of fixed income security you purchase.

FBS or its affiliates receive compensation from the issuer for participating in new issue offerings of bonds, CDs and CUSCs. Information about the sources, amounts, and terms of this compensation is contained in the bond's, CD's or CUSC's prospectus and related documents. FBS or an affiliate could have an ownership interest in certain of the banks participating in the new issue offering of CDs and any such interest will be disclosed to you. For secondary market transactions, FBS and/or its affiliate, NFS, receive compensation by marking up or marking down the price of the security.

In general, the bond market is volatile and fixed income securities carry interest rate risk (i.e., as interest rates rise, bond prices usually fall, and vice versa). Interest rate risk is generally more pronounced for longer-term fixed income securities. Very low or negative interest rates can magnify interest rate risks. Changing interest rates, including rates that fall below zero, can also have unpredictable effects on markets and can result in heightened market volatility. Fixed income securities also carry inflation risk, liquidity risk, call risk, and credit and

default risks for both issuers and counterparties. Tax code changes can impact the municipal bond market. Lower-quality fixed income securities involve greater risk of default or price changes due to potential changes in the credit quality of the issuer. Foreign fixed income investments involve greater risks than U.S. investments, and can decline significantly in response to adverse issuer, political, regulatory, market, and economic risks. Fixed income securities sold or redeemed prior to maturity are subject to loss.

Certain FBS Representatives are compensated in connection with the purchase of fixed income securities in your FBS Account. Representative compensation is not affected by whether the security is purchased or sold as a new issue or in a secondary market transaction and is paid irrespective of whether our Representative recommended the transaction to you. Representative compensation is based on the type of fixed income security that you purchase, with compensation for CDs, CUSCs and U.S. Treasury bonds being lower than for other types of fixed income securities. As a result, these Representatives have a financial incentive to recommend certain fixed income products over others. We address this conflict by providing our Representatives with appropriate training and tools to ensure that they are making recommendations that are in your best interest, supervising our Representatives, and disclosing these conflicts so that you can consider them when making your financial decisions.

Exchange-Traded Products (ETPs)

ETPs include a range of security types, including exchange-traded funds (ETFs) and other securities, which are not considered a form of mutual fund. FBS offers ETFs sponsored by an FBS affiliate and ETPs and ETFs sponsored by third parties.

Generally, FBS does not charge a commission or other transaction fee for ETPs purchased online but will charge you a transaction fee if purchased through an FBS Representative. You will pay a fee on the sale of any ETP, which will be identified in a transaction confirmation sent to you. More information about ETP fees and costs can be found in the *Fidelity Brokerage Commission and Fee Schedule,* which you can find at **Fidelity.com/information**.

FBS and its affiliate NFS receive compensation from BlackRock Fund Advisors, the sponsor of the iShares® ETFs, in connection with a marketing program that includes promotion of iShares® ETFs and inclusion of iShares funds in certain FBS and NFS platforms and investment programs. This marketing program creates an incentive for FBS to recommend the purchase of iShares ETFs. Additional information about the sources, amounts, and terms of this compensation is contained in the iShares ETF's prospectuses and related documents. FBS and its affiliate NFS also have commission-free marketing arrangements with several other sponsors of active and smart beta ETFs under which we are entitled to receive payments. Certain ETF sponsors also pay FBS and NFS fees in support of their ETFs on Fidelity's platform, including related shareholder support services, the provision of calculation and analytical tools, as well as general investment research and educational materials regarding ETFs. FBS and its affiliates also receive compensation through fixed annual fees from certain third-party ETF sponsors that participate in exclusive access, engagement, and analytics programs.

For the specific risks associated with an ETP, please see its prospectus or summary prospectus and read it carefully.

Certain FBS Representatives are compensated in connection with the purchase of ETPs in your FBS Account, regardless of whether the Representative recommended the transaction to you. Representatives receive no additional compensation for purchases of iShares ETFs versus other ETFs.

Insurance and Annuities

FBS and its affiliates offer proprietary and nonproprietary life insurance and annuities issued by FBS-affiliated insurance companies and third-party insurance companies.

Insurance companies charge fees that are either explicitly disclosed or incorporated into the product's benefits or credits. The fees for these products vary depending on the type of insurance product purchased, any available options selected, and surrender charges incurred, if any. Any explicit fees are disclosed in the applicable prospectus, contract, and/or marketing materials. FBS or its affiliates receive a commission from the issuing insurance companies for sales of their insurance and annuity products.

Life insurance and annuity products are subject to various risks, including the claims-paying ability of the issuing insurance company, which are detailed in the applicable prospectus, contract, and/or marketing materials.

Certain Representatives are compensated in connection with your purchase of insurance and annuity products. This compensation is not affected by the type of insurance or annuity product you purchase or whether you purchase a proprietary or third-party product, but this compensation is higher than the compensation received in connection with the sale of other less complex types of investments offered by FBS. As a result, these Representatives have a financial incentive to recommend insurance and annuity products over less complex investments. We address this conflict by providing our Representatives with appropriate training and tools to ensure that they are making recommendations that are in your best interest, supervising our Representatives, and disclosing these conflicts so that you can consider them when making your financial decisions.

Mutual Funds

FBS offers proprietary and third-party mutual funds that do not have a transaction fee and third-party mutual funds that FBS makes available on a load-waived basis (collectively "no transaction fee" or "NTF" funds). In addition, FBS offers third-party mutual funds available with a sales load and/or a transaction fee ("transaction fee" or "TF" funds). FBS and its Representatives will only recommend NTF funds, and do not make recommendations regarding TF funds or consider them when making recommendations to you. In addition, as discussed below, FBS and its affiliates receive greater compensation for holdings in NTF funds than TF funds.

In Fidelity retail accounts, when FBS recommends a Target Date Fund or a Target Allocation Fund, FBS and its Representatives will only recommend a Fidelity proprietary fund. Where a model portfolio of mutual funds or ETFs is recommended, the model only identifies a portfolio of NTF mutual funds or a portfolio of ETFs. It is important to understand that there may be ETFs that are similar to the mutual

funds included in a recommended model portfolio which have different fee structure and performance. Similarly, there may be mutual funds that are similar to the ETFs included in the model portfolio.

FBS does not charge a fee for the purchase or sale of NTF funds. FBS will impose a short-term trading fee for sales of all nonproprietary, NTF funds made within 60 days of purchase. For TF funds, FBS charges a fee for all purchases. Load funds have a sales charge imposed by the third-party fund company that varies based on the share class of the fund, which is described in each fund's prospectus.

FBS and its affiliates earn the following compensation from mutual fund transactions:

- FBS affiliates earn compensation from the ongoing management fees for proprietary funds, as identified in the funds' prospectuses.
- FBS or its affiliates receive a portion of the sales load paid to a third-party fund company in connection with your purchase of a load fund.
- FBS and its affiliates receive compensation from certain third-party fund companies or their affiliates for (i) access to, purchase or redemption of, and maintenance of their mutual funds and other investment products on Fidelity's platform, and (ii) other related shareholder servicing provided by FBS or its affiliates to the funds' shareholders. This compensation may take the form of 12b-1 fees described in the prospectus and/or additional compensation such as shareholder servicing fees, revenue sharing fees, training and education fees, or other fees paid by the fund, its investment adviser, or an affiliate. This compensation can also take the form of asset and position-based fees, fund company and fund start-up fees, infrastructure support fees, fund company minimum monthly fees, and fund low platform asset fees.
- FBS and its affiliates also receive compensation through fixed annual fees from certain third-party fund companies that participate in exclusive access, engagement, and analytics programs.

For more information about the specific investment objectives, risks, charges, fees and other expenses, including those that apply to a continued investment in a mutual fund, please read the mutual fund's prospectus carefully. You should also understand that sometimes a third-party fund company makes both a no-transaction-fee share class and a transaction fee share class of a fund available for purchase. In this situation, the expense ratio associated with the TF fund could be lower than the NTF fund. More information about mutual fund fees and costs can be found in the *Fidelity Brokerage Commission & Fee Schedule*, which you can find at **Fidelity.com/information**.

Certain FBS Representatives are compensated in connection with the purchase of mutual funds in your FBS Account, regardless of whether the Representative recommended the transaction to you or if you purchase an NTF or TF fund. Similarly, FBS Representatives are compensated in connection with the purchase of ETFs in your FBS Account. Representative compensation is not affected by whether you purchase a proprietary or third-party mutual fund or ETF or by the amount of compensation received by FBS or its affiliates in connection with a proprietary or third-party mutual fund or ETF.

Private Funds and Alternative Investments

FBS offers certain proprietary and third-party privately offered funds and other alternative investments.

Investing in private funds and alternative investments is subject to certain eligibility and suitability requirements. The fees for purchasing these types of investments are typically higher than for mutual funds or ETPs. For details regarding a specific private fund or alternative investment, including fees and risks, please read its offering materials carefully.

FBS receives compensation from its affiliates and third parties for distributing and/or servicing alternative investments. FBS affiliates also earn compensation from the ongoing management fees for proprietary alternative investments. FBS and its affiliates also receive compensation through fixed annual fees from certain third-party fund companies that participate in exclusive access, engagement, and analytics programs.

Certain Representatives are compensated in connection with your purchase of proprietary alternative investments, regardless of whether the Representative recommended the transaction to you. Representative compensation, where received, will be higher than the compensation received in connection with the sale of other less complex types of investments offered by FBS. As a result, Representatives have a financial incentive to introduce and assist you with your purchase of proprietary alternative investments over other types of investments. We address this conflict by providing our Representatives with appropriate training and tools to ensure that they are making recommendations that are in your best interest, supervising our Representatives, and disclosing these conflicts so that you can consider them when making your financial decisions.

Stocks and Options

FBS makes available for purchase and sale the stocks of publicly traded companies listed on domestic and international exchanges, as well as options on many of these securities. FBS and its Representatives do not make recommendations regarding stocks or options.

FBS does not charge you a commission for online U.S. stock transactions but will charge you a commission when a stock purchase order is placed over the phone or through a Representative. An activity assessment fee is charged when a stock is sold, either online or through the phone or a Representative. There are also specific commissions, fees, and charges that apply to transactions in stocks listed on international exchanges. Options have a per-contract fee when traded online and a commission and per-contract fee apply if traded over the phone or through a Representative. The per-contract fee and/or commission charged for options strategies involving multiple purchases and sales of options, such as spreads, straddles, and collars, is higher than the fee and/or commission charged for a single options trade. In addition, all options trades incur certain regulatory fees that are included in the Activity Assessment Fee on the transaction confirmation. FBS and/or NFS receives remuneration, compensation, or other consideration for directing customer stock and option orders to certain market centers. Such consideration can take the form of financial credits, monetary payments, rebates, volume discounts, or reciprocal business. The details of any credit, payment, rebate, or other form of compensation received in connection with the routing of a particular order will be provided upon your request. For additional information on our best execution and order

entry procedures, please refer to the "Order Routing and Principal Trading by FBS Affiliates" section of this document and to our Fidelity Account Customer Agreement, which you can find at **Fidelity.com/information**.

Stock markets are volatile and can fluctuate significantly in response to company, industry, political, regulatory, market, infectious illness, or economic developments. Investing in stocks involves risks, including the loss of principal. Stocks listed on foreign exchanges involve greater risks than U.S. investments, including political and economic risks and the risk of currency fluctuations, all of which may be magnified in emerging markets.

Options trading entails significant risk and is not appropriate for all investors. Before you make use of options in any way, it's essential to fully understand the risks involved, and to be certain that you are prepared to accept them. Your account must be approved for options trading. Before trading options, please read *Characteristics and Risks of Standardized Options,* which you can find at **Fidelity.com/information**.

For information regarding trading and order routing practices, including compensation, see the "Order Routing and Principal Trading by FBS Affiliates" section below.

Certain FBS Representatives are compensated in connection with the aggregate value of stock held in your account but are not compensated when you purchase stock or make an options transaction.

Additional FBS Accounts, Services, and Features

Checkwriting Services

You can set up checkwriting within your FBS account. Checks are issued through a bank that we have entered into an arrangement with to provide checkwriting services. Checkwriting is not available for certain Retirement Accounts.

Credit and Debit Cards

Credit Cards

FBS has an arrangement with a third-party service provider that allows the service provider to issue several different versions of a co-branded credit card. Most of these credit cards offer cash back rewards, among other features. If you are an FBS customer and choose to have one of these credit cards, you have the option of depositing these rewards into your FBS account. FBS or its affiliates share the revenue attributable to these credit cards with the issuer, and FBS or its affiliates receive additional revenue from the credit card network.

Debit Cards

FBS has entered into an arrangement with third-party service providers that provide FBS customers with a debit card to access the uninvested cash in their FBS Accounts. The service provider charges FBS fees in exchange for its services. However, those fees are offset by revenue generated in connection with customers' use of these cards, and FBS or its affiliates receive additional revenue from the debit card network. FBS or an affiliate could have an ownership interest in certain of the third-party service providers offering debit cards; any such interest will be disclosed to you.

College Savings Accounts/Plans, ABLE Plans, and Other Custodial Accounts

FBS or its affiliates offer a variety of state-sponsored 529 college savings plans ("529 Plans"), at both the state and national level, and ABLE disability account savings plans ("ABLE Plans").

There is no annual account fee or minimum required to open a 529 Plan or ABLE Plan account at Fidelity. Some states offer favorable tax treatment to their residents only if they invest in their own state's Plan. Before making any investment decision, you should consider whether your state or the designated beneficiary's home state offers its residents a Plan with alternate state tax advantages or other state benefits, such as financial aid, scholarship funds, and protection from creditors.

FBS or its affiliates receive program manager fees as well as portfolio management and underlying fund fees from the 529 Plans and program manager fees and underlying fund fees from the ABLE Plans as compensation for services provided to the Plans. The fees associated with these Plans are described in each Plan's Disclosure Document.

Investments in 529 and ABLE Plans are municipal fund securities and are subject to market fluctuation and volatility. See the Plan's Disclosure Document for additional information regarding risks.

Certain FBS Representatives are compensated for sales of 529 and ABLE Plans. This compensation is the same regardless of the 529 or ABLE product you choose to purchase, but this compensation is higher than the compensation received in connection with certain other types of investments offered by FBS, such as money market funds, equities, and CDs. As a result, these Representatives have a financial incentive to recommend these types of Plans over other types of investments. We address this conflict by providing our Representatives with appropriate training and tools to ensure that they are making recommendations that are in your best interest, by supervising our Representatives, and by disclosing these conflicts so that you can consider them when making your financial decisions.

You can also invest on behalf of a minor through a custodial account (also known as an UGMA or UTMA account, based on the Uniform Gifts/Transfers to Minors Acts). Funds in a custodial account are irrevocable gifts and can only be used for the benefit of the minor. Securities discussed in this document can be purchased through these custodial accounts, and our Representatives are compensated in connection with your purchase of such securities.

Fully Paid Lending Program

Subject to certain eligibility and suitability requirements, you may choose to participate in our Fully Paid Lending Program ("Lending Program"). The Lending Program is available to customers holding positions in eligible U.S. equities that are difficult to borrow. You will enter into a separate agreement with our affiliate NFS, if you choose to participate in the Lending Program.

FBS and NFS earn revenue in connection with borrowing your securities and lending them to others in the securities lending market and/or facilitating the settlement of short sales.

FBS Representatives are not compensated in connection with your participation in the Lending Program.

Health Savings Account (HSA)

An HSA is a tax-advantaged account that can be used by individuals enrolled in an HSA-eligible health plan to make contributions and take current or future distributions for qualified medical expenses. The Fidelity HSA® is a brokerage account that can be opened directly with FBS or through an Intermediary. For an HSA, FBS and its Representatives will only recommend investment management services provided by Strategic Advisers, proprietary mutual funds and mutual funds that participate in the exclusive marketing, engagement, and analytics program as described in the "Investment Products and Services" section above. Note that HSAs offered in connection with your workplace benefits program are described in the "Workplace Savings Plan Accounts" section below.

There are no fees to open an HSA account with FBS, and our Representatives are not compensated when you open an HSA directly with FBS.

Certain of the securities discussed in this document can be purchased through an HSA, and our Representatives are compensated in connection with your purchase of such securities.

IRAs and Other Retirement Accounts

We offer traditional IRAs and Roth IRAs to individual investors to make investments on a tax-advantaged basis. We also offer other retirement accounts for those who are self-employed (Self-Employed 401(k)s, SIMPLE IRAs, etc.) and to small-business owners.

There are no fees to open IRAs or other Retirement Accounts with FBS, and our Representatives are not compensated when you open these accounts. Certain of the securities discussed in this document can be purchased through an IRA or other Retirement Account, and our Representatives are compensated in connection with your purchase of such securities.

Margin

The use of margin involves borrowing money to buy securities. If you use margin to buy eligible securities in your Account, you will pay interest on the amount you borrow. Retirement accounts are not typically eligible for margin.

Margin trading entails greater risk, including, but not limited to, risk of loss and incurrence of margin interest debt, and is not suitable for all investors. Please assess your financial circumstances and risk tolerance before trading on margin. If the market value of the securities in your margin account declines, you may be required to deposit more money or securities to maintain your line of credit. If you are unable to do so, we may be required to sell all or a portion of your pledged assets. Your account must be approved for trading on margin. We can set stricter margin requirements than the industry required minimum and can institute immediate increases to our margin requirements which can trigger a margin call.

FBS Representatives are not compensated in connection with the use of margin in your FBS Account and do not make recommendations regarding the use of margin. Please refer to the Client Agreement, which can be found at **Fidelity.com/information**, for more information concerning margin.

Sweep Options

Your FBS Account includes a "core position" that holds assets awaiting further investment or withdrawal. Depending on the type of account, and how it is opened, the available sweep options made available and presented to you include one or more of the following: Fidelity money market mutual funds, an FDIC-insured bank sweep, or a free credit balance. For more information, please refer to the Customer Agreement, which can be found at **Fidelity.com/information**. If you work with an Intermediary, only certain core options are available. Contact your Intermediary for more information. If you use a free credit balance, FBS's affiliates earn interest by investing your cash overnight and can earn additional compensation through the use of unsettled funds that can generate earnings, or "float." These funds can also be used for other business purposes including funding margin loans. If you use a Fidelity money market fund, FBS's affiliates earn management and other fees as described in the fund's prospectus. If your cash is swept to an FDIC-insured deposit bank sweep account, FBS's affiliates receive a fee from the bank receiving deposits through the bank sweep program. FBS or an affiliate could have an ownership interest in certain of the banks participating in the program and any such interest will be disclosed to you. For more information, please refer to the *FDIC-Insured Deposit Sweep Program Disclosures* document, which can be found at **Fidelity.com/information**.

Third-Party Lending Solutions

Securities-backed lines of credit are available, which allow you to borrow funds from banks using the securities in your FBS Account as collateral. FBS or an affiliate could have an ownership interest in certain of the banks offering these lines of credit and any such interest will be disclosed to you. FBS and its Representatives are compensated when you draw down a loan on your securities-backed line of credit. The loan balances of your securities-backed line of credit may be sold by the banks and affiliates of FBS may purchase it.

Additionally, FBS Representatives may refer you to banks in which it or an affiliate have an ownership interest and any such interest will be disclosed to you. FBS Representatives do not receive compensation for such referrals.

Accounts Offered by Affiliates of FBS Charitable Giving

Fidelity Investments Charitable Gift Fund ("Fidelity Charitable") is an independent public charity that offers the Fidelity Charitable® Giving Account®, a donor-advised fund. FBS and its affiliates provide services to Fidelity Charitable® and are compensated in connection with those services.

Certain FBS Representatives are compensated for referrals to Fidelity Charitable.

Investment Advisory Services

Brokerage accounts and investment advisory services offered to you by FBS and its affiliates are separate and distinct. These offerings are governed by different laws and regulations and have separate agreements with different terms, conditions, and fees that reflect the differences between the services provided. It is important for you to understand that a self-directed FBS brokerage account differs from a discretionary investment advisory service where Strategic Advisers or another FBS affiliate is responsible for deciding which investments will be purchased or sold. Strategic Advisers also offers nondiscretionary investment advisory services that include financial planning, profiling, and, as appropriate, referrals to third-party investment advisors. Please refer to the *Guide to Brokerage and Investment Advisory Services*, which can be found at **Fidelity.com/information**, for more information regarding our roles and responsibilities when providing brokerage and advisory services.

Investment advisory accounts typically charge an ongoing fee for the investment, advice, and monitoring services provided which, in the case of Strategic Advisers discretionary advisory services, also include costs of brokerage execution and custody. Fees for these investment advisory services vary based on the scope of services provided and the value of the assets for which the services are provided. Information regarding each of the investment advisory programs offered by Strategic Advisers, including the fees charged, can be found at **Fidelity.com/information**. Strategic Advisers' discretionary investment advisory services are only provided with respect to the specific accounts or assets that are identified in the agreement(s) you enter into with Strategic Advisers. Strategic Advisers does not provide investment advisory services for other accounts or assets you have, either at FBS, an FBS affiliate, or with another financial institution.

FBS does not receive separate commissions in connection with Strategic Advisers' discretionary investment advisory services; however, FBS is reimbursed for the brokerage and other services provided to Strategic Advisers.

Certain FBS Representatives also act as investment advisory representatives of Strategic Advisers. Your Representative will be acting as a registered representative for FBS when providing services to your self-directed brokerage accounts or providing a recommendation for a Strategic Advisers investment advisory service. Once a client enrolls in a Strategic Advisers investment advisory service, the Fidelity Representative will be providing Strategic Advisers services and will be acting as an investment advisory representative for Strategic Advisers when providing discretionary and nondiscretionary investment advisory services. FBS Representatives are compensated in their capacity as investment advisory representatives of Strategic Advisers when providing investment advisory services to you. This compensation varies based on the investment advisory service you select and can be greater than the compensation received in connection with the sale of other less complex types of investments offered by FBS. As a result, these Representatives have a financial incentive to recommend your enrollment and continued maintenance of an investment in Strategic Advisers' investment advisory services over other types of investments offered by FBS. We address this conflict by providing our Representatives with appropriate training and tools to ensure that they are making recommendations that are in your best interest, by supervising our Representatives, and by disclosing these conflicts so that you can consider them when making your financial decisions. Please review the *Form ADV, Part 2A* for the Strategic Advisers service being offered to you, which is available at **Fidelity.com/information**, for more information about Fidelity's compensation and conflicts of interest.

Additionally, FBS's affiliate FIWA offers advisory services to Intermediaries and to retail investors who work with Intermediaries and can be referred by FBS. Generally, you must have a relationship with an Intermediary to receive the advisory services from FIWA. Please refer to FIWA's Form CRS for more information at **Fidelity.com/information**.

Workplace Services

FBS and its affiliates can provide a range of services to your Workplace Savings Plan. These services include investment advisory, transfer agent, brokerage, custodial, recordkeeping, and shareholder services for some or all of the investment options available under your Workplace Savings Plan. FBS can provide you with recommendations with respect to the investments held in your Workplace Savings Plan account as permitted by your plan sponsor, either online or through an FBS Representative. Any such recommendations provided to you will be limited to those investment options selected in your Plan's investment lineup (including investment advisory services offered by FBS's affiliate, Strategic Advisers), and will not consider investment options that may be available only through the Plan's self-directed brokerage window.

FBS can provide recommendations concerning a Workplace HSA. Any recommendations provided to you for a Workplace HSA will be limited to investment management services provided by Strategic Advisers, proprietary mutual funds, and mutual funds that participate in the exclusive marketing, engagement, and analytics program as described in the "Investment Products and Services" section above. Please refer to your HSA Customer Agreement and our Schedule for additional account maintenance fees that can be charged by your employer.

Our Representatives are not compensated when you participate in a workplace savings plan or open an HSA.

If you have opened an FBS Account in connection with your participation in your employer's equity compensation plan where our affiliate Fidelity Stock Plan Services, LLC, provides recordkeeping and administrative services ("Stock Plan Services"), then FBS will provide you with brokerage account services as described in your Customer Agreement at **Fidelity.com/information**. You are also subject to the terms and conditions of your employer's equity compensation plan, including any applicable prospectus, grant or enrollment agreement, or other documentation. We can also provide information regarding your employee benefits.

FBS can also provide Executive Services to certain employees and/or participants in Workplace Savings Plans and/or through Stock Plan Services. Executive Services typically include customized equity compensation analysis, assistance with retirement planning, income protection, investment strategies, and access to products and services offered by FBS.

Third-Party Services through Marketplace Solutions and Other Programs

We have entered into certain arrangements to make the services of various third-party vendors available to our customers and Intermediaries. These services are generally, but not exclusively, accessed via hyperlinks on our website and mobile apps, as well as application programming interfaces and data transmissions. These connections allow customers and Intermediaries to connect directly with a vendor to obtain that vendor's services. In other cases, we refer and/or introduce Intermediaries to third-party vendors who might be of interest to them. We receive compensation from these vendors when you decide to use their services. This compensation can take a variety of forms, including, but not limited to, payments for marketing and referrals, as well as sharing in a vendor's revenue attributable to our customers' usage of the applicable vendor's products or services.

FBS Representatives are not compensated in connection with these vendor relationships and do not make recommendations regarding the use of these vendors.

Additional Conflicts of Interest

Agreements and Incentives with Intermediaries

If you work with FBS through an Intermediary, you have authorized your Intermediary to enter into an agreement with FBS that includes a schedule of applicable interest rates, commissions, and fees that will apply to your Intermediary Account. In these arrangements, FBS and the Intermediary agree to pricing for the respective Intermediary Accounts based on the nature and scope of business that Intermediary does with FBS and its affiliates, including the current and future expected amount of assets that will be custodied by the Intermediary with an FBS affiliate, the types of securities managed by the Intermediary, and the expected frequency of the Intermediary's trading. Intermediaries select from among a range of pricing schedules and/or investment products and services to make available to Intermediary Accounts. Additionally, FBS can change the pricing, investment products and services, and other benefits we provide if the nature or scope of an Intermediary's business with us, or our affiliates, changes or does not reach certain levels. The pricing arrangements with Intermediaries can pose a conflict of interest for FBS and for Intermediaries and influence the nature and scope of business the Intermediaries obtain from FBS and its affiliates. For more information on the pricing that applies to your Intermediary Account, contact your Intermediary.

In addition, if you work with an Intermediary, FBS or its affiliates provide your Intermediary with a range of benefits to help it conduct its business and serve you. These benefits can include providing or paying for the costs of products and services to assist the Intermediary or direct payment to your Intermediary to defray the costs they incur when they do business. In other instances, Fidelity makes direct payments to Intermediaries in certain arrangements including business loans, referral fees, and revenue sharing. Examples of the benefits provided include (i) paying for technology solutions for Intermediaries; (ii) obtaining discounts on our proprietary products and services; (iii) assisting Intermediaries with their marketing activities; (iv) assisting Intermediaries with transferring customer accounts to our platform and in completing documentation to enroll their clients to receive our services; (v) making direct payments to reimburse for reasonable travel expenses when reviewing our business and practices; (vi) making direct payments for performing back-office, administrative, custodial support, and clerical services for us in connection with client accounts for which we act as custodian; and (vii) making referral payments to Intermediaries, their affiliates, or third parties for referring business to FBS. These benefits provided to your Intermediary do not necessarily benefit your Intermediary Account. The benefits and arrangements vary among Intermediaries depending on the business they and their clients conduct with us and other factors. Please discuss with your Intermediary the details regarding its relationship with FBS and its affiliates. Further, FBS administers certain business to business introductory and referral programs to benefit the Intermediaries. As part of these programs, when new business relationships result, from time to time FBS collects program and referral fees.

Order Routing and Principal Trading by FBS Affiliates

When you place a purchase or sale order for individual stocks or bonds in your FBS Account, FBS typically will route the order to its affiliated clearing broker-dealer NFS, which in turn either executes the order from its own account (a "principal trade"), or sends the order to various exchanges or market centers for execution. NFS can also direct customer orders to exchanges or market centers in which it or one of its affiliates has a financial interest. Any order executed for your FBS Account is subject to a "best execution" obligation. If NFS executes the order from its own account through a principal trade, it can earn compensation on the transaction. This creates an incentive for NFS to execute principal trades with its own account. In deciding where to send orders received for execution, NFS considers a number of factors including the size of the order, trading characteristics of the security, favorable execution prices (for example, the opportunity for price improvement), access to reliable market data, availability of efficient automated transaction processing, and execution cost. Some market centers or broker-dealers may execute orders at prices superior to publicly quoted market prices. Although you can instruct us to send an order to a particular marketplace, NFS standard order routing policies are designed to result in transaction processing that is favorable for you. If Fidelity, in its sole discretion, determines that your trading activity negatively impacts our ability to provide price improvement opportunities to other customers or is otherwise disruptive to the price improvement program, we reserve the right, without notice, to restrict and/or limit your participation in the price improvement program and/or change the routing of your orders. Please refer to the "Stocks and Options" section of this document for a description of the remuneration, compensation, or other consideration received by FBS and/or NFS for directing customer orders to certain market centers. For additional information on our best execution and order entry procedures, please refer to our Fidelity Account Customer Agreement, which you can find at **Fidelity.com/information**.

FBS Representative compensation is not affected by NFS's order routing practices or whether we execute transactions on a principal basis.

For more information, including copies of any document referenced, please go to **Fidelity.com/information** or contact your FBS Representative.

RETIREMENT ACCOUNT SUPPLEMENT TO FIDELITY BROKERAGE SERVICES LLC PRODUCTS, SERVICES, AND CONFLICTS OF INTEREST DOCUMENT

How Fidelity Brokerage Services LLC ("FBS") Can Help You with Your Retirement Accounts

This important disclosure information about Fidelity Brokerage Services LLC ("FBS") supplements the FBS Products, Services, and Conflicts of Interest document and is provided to comply with applicable federal law. In addition to reviewing and educating you on available options for your workplace savings plan assets after you leave your employer or are eligible for a distribution, this supplement further describes FBS's best interest obligations when providing investment advice, where applicable, including when making a recommendation regarding options for your workplace savings plan assets after you leave your employer.

FBS can help you in this area in a variety of ways:

- We can help you invest assets held in a Fidelity Individual Retirement Account ("Fidelity IRA").
- We can also help you with your choices for assets held in a workplace savings plan, such as a 401(k) or 403(b) plan, if you are leaving or have already left an employer. (Workplace savings plans are referred to in this supplement as "plans"; accounts in plans are referred to in this supplement as "Workplace Savings Plan Accounts.")
- If your Workplace Savings Plan Account(s) are held at Fidelity, we can assist you:
  - with your Workplace Savings Plan Account(s) only, or
  - with all your retirement and other planning needs, including your Workplace Savings Plan Account(s).
- If your Workplace Savings Plan Account(s) are held at a third party, we can provide certain other services.

Important Information about Your Choices after Leaving Your Employer

You generally have four options for your Workplace Savings Plan Account assets after you leave your employer:

- Stay in your Workplace Savings Plan Account
- Roll over to an IRA
- Roll over to another Workplace Savings Plan Account, if available
- Take a cash-out distribution*

*Note that a cash-out distribution from a Workplace Savings Plan Account may be subject to 20% mandatory federal tax withholding. Additionally, if the distribution is taken before age 59½, an additional 10% early withdrawal tax penalty may apply. Also, following a cash-out distribution, your money won't have the potential to continue to grow tax deferred unless rolled over to an IRA or another employer plan.

Some plans may allow you to combine these options (for example, rolling over some money and keeping some in your Workplace Savings Plan Account) or offer additional options, such as periodic installment payments. It is important that you understand the specific options available for your Workplace Savings Plan Account assets.

Factors to Consider

You should consider the following factors, including applicable fees and costs, when deciding whether to stay in your existing Workplace Savings Plan Account or roll over to an IRA (or to another Workplace Savings Plan Account, if available):

- **A Workplace Savings Plan Account** may provide features not available outside the plan. While you can't contribute to the Workplace Savings Plan Account of a prior employer, remaining in the plan (if permitted) lets you keep access to the plan's investments and continue tax-deferred growth potential. If the following factors are important to you, you may want to consider keeping your assets in a Workplace Savings Plan Account (or rolling over to another Workplace Savings Plan Account, if available).
  - **If you retire early and need access to your plan assets before age 59½:** You can avoid paying the 10% early withdrawal tax penalty on Workplace Savings Plan Account distributions if you leave your job during or after the calendar year you turn 55. (For a public safety employee, these retirement plan withdrawals can begin without penalty as early as age 50.) This exception to the early withdrawal tax penalty is not available for distributions before age 59½ from an IRA.
  - **If you are concerned about asset protection from creditors:** Generally speaking, Workplace Savings Plan Accounts have unlimited protection from creditors under federal law, while IRA assets are protected only in bankruptcy proceedings. State laws vary in the protection of IRA assets in lawsuits. If creditor protection is important to you, this factor favors remaining in (or rolling over to) a Workplace Savings Plan Account.
  - **If you would like to defer Required Minimum Distributions:** Once an individual reaches age 73, the rules for both Workplace Savings Plan Accounts and IRAs generally require the periodic withdrawal of certain minimum amounts known as required minimum distributions or RMDs. If you intend to work past the age of 73, however, keeping assets in a Workplace Savings Plan Account may allow you to defer RMDs until you retire. (Note: If you own 5% or more of the employer, RMD deferral is not available.) Roth accounts will also be exempt from RMD starting in 2024. You should consult with a tax advisor for any tax implications.
  - **If your plan offers unique investment options:** If you want continued access to such options, consider keeping your assets in the Workplace Savings Plan Account. Examples of unique investment options your plan might provide include:

- **Institutional (lower cost) funds/share classes** or **stable value funds** not available outside your plan.
- **Low-cost managed account options** or a **self-directed brokerage account** with an array of investment options. (Compare whether a self-directed brokerage account would charge the same fees and commissions as charged in an IRA.)
- **Institutional or group annuities** issued by insurance companies not available outside your Workplace Savings Plan Account. Note that annuities are insurance products, and any income guarantees depend on the annuity provider's financial strength and ability to pay.

  - If you have **appreciated employer stock** in your Workplace Savings Plan Account, there are special issues that you should consider. On the one hand, excessive concentrations in a particular investment, including employer stock, may be risky. On the other hand, transferring or rolling over employer stock to an IRA as opposed to making an in-kind transfer to a non-retirement account, can result in unfavorable tax consequences. Consult your tax advisor for details.
  - **Special benefits:** If continued participation in your plan provides you with special benefits **such as supplemental healthcare or housing allowances,** that factor would align with retaining assets in your current Workplace Savings Plan Account.
  - **Plan loans:** If you are paying back a plan loan or need future loans, check your plan's loan rules before deciding what to do with your Workplace Savings Plan Account. Loans are not available from, and cannot be rolled over to, IRAs.

- **An IRA** may provide features and investment options not available for a Workplace Savings Plan Account. IRAs from different providers may have different services and investment options. If the investment options and services available for your Workplace Savings Plan Account do not offer what you need, you may want to consider the options and services available in an IRA, which may include:
  - **Broader investment options:** An IRA may provide a broader range of investment options than may be available for your Workplace Savings Plan Account. For example, an IRA may offer the ability to invest in individual stocks and bonds or a range of managed account offerings.
  - **Consolidation:** You may be able to consolidate several Workplace Savings Plan Accounts into an IRA.
  - **Services:** If you invest through an IRA, you may have access to a range of services and support not available for your Workplace Savings Plan Accounts, including access to various forms of assistance in planning for your retirement and other financial goals.
  - **Special rules for early withdrawals from an IRA:** If you are under age 59½ and you want to take distributions to cover a first-time home purchase, educational expenses, or health insurance when you are unemployed, you can take certain withdrawals (for a home purchase up to $10,000 for individuals/$20,000 for married couples) from your IRA and avoid the early withdrawal penalty. You may also want to consult your tax advisor about your situation, as taxes still apply.
- **Rolling over to another Workplace Savings Plan Account,** if available, also lets you consolidate your existing and new Workplace Savings Plan Accounts into one plan while continuing tax-deferred growth potential. Investment options vary by plan. Check the rules applicable to your current employer's plan to see if you can roll over from another Workplace Savings Plan Account into that plan.

As you decide among your options, consider the **fees and costs for each option.** There are generally three types of fees that you should consider:

- **Investment expenses:** A range of expenses are associated with investment options that you select. These can be the largest component of overall costs associated with your account.
- **Advisory fees:** If you have selected a managed account or investment advisory service, investment advisory fees are generally charged in addition to underlying investment expenses.
- **Plan or account fees:** There may be a periodic administrative or recordkeeping fee associated with your Workplace Savings Plan Account. In some cases, employers pay for some or all of these expenses. If considering an IRA, there may be a periodic custodial or trustee fee. Fidelity does not currently charge an IRA custodial fee.

Distribution Decision Support for Participants with a Workplace Savings Plan Account Held at Fidelity

When helping you consider your distribution options from a Workplace Savings Plan Account held at Fidelity, our approach is to first assist you in identifying and assessing your needs and preferences. Initially, we ask whether you want to discuss only your distribution options for your Workplace Savings Plan Account or, in the alternative, whether you want to discuss your broader planning and investment needs, including needs related to your Workplace Savings Plan Account. Each approach is discussed below and applies only if your Workplace Savings Plan Account is held at Fidelity.

In either case, we will then help you understand your Workplace Savings Plan Account distribution options by reviewing the factors described in the two sections immediately above. Most participants can decide which distribution option is best for them based on their unique financial situation after reviewing this information and considering the factors that are important to them. If, however, you are not able to select a distribution option, we can make a recommendation based on the information you provide to us. Note that we only consider Fidelity Workplace Savings Plan Accounts and Fidelity IRAs when providing investment advice.

If you request information regarding distribution options for your Workplace Savings Plan Account only:

- We can make a recommendation in your best interest to stay in your current Workplace Savings Plan Account, roll over to another Workplace Savings Plan Account at Fidelity (if you have one), or roll over to a Fidelity IRA. If you identified that one or more of the following "Stay in Plan Factors" apply, we will recommend that you stay in your current Workplace Savings Plan Account or roll over to another Workplace Savings Plan Account, rather than rolling over to an IRA: (1) you terminated employment at or after

age 55 (age 50 for eligible employees) and anticipate needing funds from your Workplace Savings Plan Account before age 59½; (2) creditor protection is important to you; and/or (3) you participate in or are eligible to participate in a plan associated with a tax-exempt organization eligible for special benefits. Otherwise, when considering a rollover, we will base our recommendation on a cost comparison of the following options: (1) staying in your current Workplace Savings Plan Account and investing in the least expensive age-appropriate target date mutual fund available in that plan; (2) if available, rolling over your assets to a new Workplace Savings Plan Account at Fidelity and investing in the least expensive age-appropriate target date mutual fund available in that plan; and (3) rolling over your assets to a Fidelity IRA and investing in Fidelity Go®, which is a Fidelity investment advisory service available in the Fidelity IRA. We will recommend the least expensive of these options. When we make a recommendation, our cost comparison considers workplace plan assets, whether your plan offers revenue credits and certain estimated credit assumptions when comparing the estimated cost of those assets between the (1) lowest cost age-appropriate target date fund available in your current or new workplace plan recordkept at Fidelity identified using fund category information provided by Morningstar, and (2) Fidelity Go®. Please note that, when making this recommendation, we will not evaluate any other investment options available for your current Workplace Savings Plan Account (or for any other Workplace Savings Plan Account that may be available to you), nor will we consider any other investment options available through a Fidelity IRA (or other IRA). There may be other investment options that cost more or less than the investments that we will consider.

If you request information regarding your broader planning and investment needs, including your Workplace Savings Plan Account(s):

- We will work with you to develop a plan for your future retirement or other needs; recommend investments that are in your best interest; and, in certain circumstances described below, we can make a recommendation in your best interest to stay in your Workplace Savings Plan Account, roll over to another Workplace Savings Plan Account at Fidelity (if available), or roll over to the Fidelity IRA.
- When we provide you with investment advice in connection with discussions regarding your broader planning and investment needs, we may make a recommendation that you roll over your Workplace Savings Plan Account to a Fidelity IRA when (1) none of the Stay in Plan Factors listed above apply, and (2) we recommend certain investment advisory services available in a Fidelity IRA that are not available to you through your Fidelity Workplace Savings Plan Account. In such circumstances, additional information about the basis for our investment and rollover recommendations will be provided in the enrollment materials for the recommended investment advisory service. In all other circumstances, if our discussion regarding your broader planning and investment needs results in a recommendation about how to invest your assets outside of a Workplace Savings Plan Account, we will provide you with information regarding the investment or service recommended, including information about fees and expenses, as well as information about the **Factors to Consider** described above so that you can make your own decision about whether to roll over the assets in your Workplace Savings Plan Account to a Fidelity IRA.

Distribution Decision Support for Participants with a Workplace Savings Plan Account(s) Not Held at Fidelity

We will not make a recommendation about whether to roll over from your non-Fidelity Workplace Savings Plan Account. We can discuss investment options available through a Fidelity IRA, and, as appropriate, we can recommend investments or advisory services if you choose to open a Fidelity IRA. So that you can make your own decision about whether to roll over the assets in your non-Fidelity Workplace Savings Plan Account to a Fidelity IRA, we can provide you with information regarding any investment or advisory service recommended for a Fidelity IRA, including information about fees and expenses, as well as information about the **Factors to Consider** described above.

Best Interest Rationale for Certain Investment Recommendations

A variety of products and services are available through a Fidelity IRA, including mutual funds, exchange-traded funds, investment advisory services, individual bonds, and annuities. Certain Workplace Savings Plans may make available managed account services. Information regarding these products and services is provided in the Fidelity Brokerage Services LLC Products, Services, and Conflicts of Interest document. When we recommend certain fee-based investment advisory services, federal rules require that we provide you with the reasons that the recommendation is in your best interest. Our recommendation process begins with understanding whether you want to manage your own investments, or whether you want Fidelity to manage your assets. If you want Fidelity to manage your assets, we will ask you a series of questions designed to identify whether you have unique needs that require more investment personalization than is available through investment in a target-date mutual fund. If so, then based on your need for investment personalization, as well as your identified investment strategy and need for financial planning and support of a Fidelity Representative, we will recommend one of the following advisory services offered by our affiliate, Strategic Advisers LLC, as described below. All recommendations are subject to investment eligibility, which can include meeting certain investment minimums.

- Fidelity Wealth Services—Wealth Management ("FWS"). FWS is recommended where you would benefit from a diversified portfolio of mutual funds and ETFs that is actively managed through different market conditions; access to a dedicated Fidelity Personal Investing associate for financial planning and other services; and/or help with broader financial planning across your goals, which can include access to more complex planning topics. See the *FWS Form ADV, Part 2A* for details regarding the services provided and costs of FWS advisory offerings.
- FWS—Fidelity Advisory Services ("FAS"), FAS is recommended where you would benefit from a diversified portfolio of mutual funds and ETFs that is actively managed through different market conditions; access to a team of Fidelity Personal Investing associates for financial planning and other services; and/or help with essential financial planning topics including investing, retirement income, buying a home, or reducing debt. See the *FWS Form ADV, Part 2A* for details regarding the services provided and costs of FWS advisory offerings, including FAS.

- Fidelity Strategic Disciplines ("FSD"). FSD is recommended where you would benefit from a portfolio of individual stocks or bonds managed for you, and access to a dedicated Fidelity Personal Investing associate for investment planning and other services. See the *FSD Form ADV, Part 2A* for details regarding the services provided and costs of the FSD advisory offering.
- Fidelity Go ("FGO"). FGO is recommended where you would benefit from a diversified portfolio of mutual funds designed to replicate the performance of relevant market indexes. For clients with at least $25,000 to invest, FGO may also be appropriate if you desire to couple such a mutual fund portfolio with access to a team of Fidelity Personal Investing associates that can discuss with you foundational financial planning topics, such as budgeting, investing, retirement planning, or reducing debt, or help with other services. See the *FGO Form ADV, Part 2A* for details regarding the services provided and costs of the FGO advisory offering.
- Fidelity Managed FidFolios ("FMF"). FMF is recommended where you would benefit from a portfolio of individual stocks managed for you but do not need access to Fidelity Representatives or help with financial planning. See the *FMF Form ADV, Part 2A* for details regarding the services provided and costs of the FMF advisory offering.
- Fidelity Personalized Planning & Advice at Work ("FPPA") is recommended where you would benefit from a diversified portfolio of investment options from your Workplace Savings Plan investment option lineup actively managed through different market conditions for your retirement investment strategy. In addition, you prefer to have your investments managed so that the level of risk adjusts over time. See the Fidelity® Personalized Planning & Advice at Work Terms and Conditions for details regarding the services provided and costs of the FPPA advisory offering.

Fidelity INVESTMENTS

Scan for more information.

Fidelity Brokerage Services LLC, Member NYSE, SIPC, 900 Salem Street, Smithfield, RI 02917
National Financial Services LLC, Member NYSE, SIPC, 245 Summer Street, Boston, MA 02210
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Retirement Account Client Agreement

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).

In consideration of Fidelity opening one or more brokerage accounts as part of my Premiere Select® Traditional IRA, Premiere Select Rollover IRA, Premiere Select SEP IRA, Premiere Select Roth IRA, Premiere Select Inherited IRA, Premiere Select Inherited Roth IRA, Fidelity SIMPLE IRA, and/or Defined Contribution Retirement Plan ("account") on my behalf, I represent and agree as follows:

I understand that the Authorized agent(s)/Advisor(s), whose names appear on the first page of the Application, are my Authorized agent(s)/Advisor(s) pursuant to Article VIII, Section 1(d) of the Premiere Select IRA Custodial Agreement, Article IX, Section 1(d) of the Premiere Select Roth IRA Custodial Agreement, Article VII, Section 1(e) of the Fidelity SIMPLE IRA Plan Custodial Agreement and Article 11, Section 2(b) of the Defined Contribution Retirement Plan Document No. 04 and the Defined Contribution Retirement Plan Trust Agreement, as applicable.

1. Important Aspects of the Account

Upon acceptance 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). I understand that this Retirement Account Client Agreement ("Agreement") and the accompanying account application govern my account and my relationship with Fidelity and its affiliates.

Without limiting any other provisions of this Agreement, I understand and agree that as among me, my Authorized agent(s)/Advisor(s) and Fidelity:

- 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.
- 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.
- 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 new account Application or subsequently in writing in a form and manner acceptable to Fidelity.
- 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 Fidelity receives written notice revoking such authority.
- 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 authorized to act or make representations on Fidelity's behalf.
- 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.
- 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); I represent that my Authorized agent/Advisor has disclosed to me all third-party service providers it uses and any data related to my account it makes available to third-party providers in the course of managing my account. I further agree that Fidelity will not undertake nor does it have any obligation to review or monitor these third-party providers.
- I shall indemnify and hold harmless Fidelity and Fidelity Management Trust Company 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.
- 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 their offer or sale would be contrary to local law or regulation.
- I understand that my Authorized agent(s)/Advisor(s) will have access to informational tax reporting, such as IRS Form 1099-R and IRS Form 5498, as applicable.
- 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.

How Fidelity Supports Authorized agent(s)/Advisor(s) and Associated Conflicts of Interest

Fidelity provides Authorized agent(s)/Advisor(s) with a range of support services, incentives, and other benefits (collectively, "Benefits") to help Authorized agent(s)/Advisor(s) conduct its business and serve its customers. The Benefits provided may not necessarily benefit clients' account(s) and present conflicts of interest for Authorized agent(s)/Advisor(s). The following is a description of some of the Benefits that Fidelity makes available. The Benefits vary depending on the business they and their clients conduct with Fidelity and consider various other factors. Fidelity's relationship with an Authorized agent(s)/Advisor(s) can be separately negotiated. To the extent an Authorized agent(s)/Advisor(s) receives Benefits from Fidelity under arrangements with Fidelity, it should disclose these arrangements to its clients. Please contact Fidelity or Authorized agent(s)/Advisor(s) for information about the Benefits and arrangements available to a specific Authorized agent(s)/Advisor(s) in managing accounts through Fidelity and contact the Authorized agent(s)/Advisor(s) directly to further explain any conflicts of interest that may result from the Benefits.

Free or discounted services for Authorized agent's(s')/Advisor's(s') business

Fidelity pays for, and/or provides some Authorized agent(s)/Advisor(s) with access to, Fidelity and third-party products, services, and solutions to help grow its business practices, to provide information and education of industry trends, to create internal efficiencies for Fidelity, and to streamline advisors' operations. These services include, but are not limited to, Fidelity's practice management and consulting services, access and discounts to Fidelity and third-party proprietary products, tools, services, and platforms Fidelity pays some of its affiliates, including eMoney Advisor, and third parties to obtain discounts on products and services for some Authorized agent(s)/Advisor(s). The discounts are negotiated based on various factors, including the Authorized agent's(s')/Advisor's(s') assets under management with Fidelity, the profitability of the Authorized agent's(s')/Advisor's(s') relationship to Fidelity and, at times, non-financial factors such as the Authorized agent's(s')/Advisor's(s') status in the industry. Fidelity also assists some Authorized agent(s)/Advisor(s) with their marketing activities, including, but not limited to, by providing or paying for marketing materials and initiatives, co-sponsoring events, or engaging in joint marketing initiatives.

Transition-related expense payments

Fidelity assists Authorized agent(s)/Advisor(s) in its business, technology, and transitioning client accounts to its platform and in completing documentation to open Fidelity brokerage accounts and enrolling clients in Fidelity services, such as providing or paying for clerical staff to assist in this process or paying account transfer fees or other charges its clients may have to pay when changing custodians or service providers. Fidelity also makes direct payments to some Authorized agent(s)/Advisor(s) in the form of reimbursements for reasonable travel expenses incurred when reviewing Fidelity business and practices. Fidelity also makes direct payments to some Authorized agent(s)/Advisor(s) for performing back-office, administrative, custodial support, and clerical services for Fidelity in connection with client accounts for which Fidelity acts as custodian. Some Authorized agent(s)/Advisor(s) may already perform, or be obligated to perform, these services when servicing client accounts and receive compensation from clients for the services. To the extent the amount of these direct payments differs based on the types of assets held in client accounts, this differential poses a conflict of interest because the Authorized agent(s)/Advisor(s) have an incentive to favor certain types of investments over others.

Research

Fidelity also offers investment research as an additional resource for Authorized agent(s)/Advisor(s) and provides access to Fidelity representatives to help provide additional support services. These and other services will provide Benefits to Authorized agent(s)/Advisor(s) who receive them and are made available to Authorized agent(s)/Advisor(s) at no fee or at a discounted fee. Fidelity's provision of these services and other Benefits to Authorized agent(s)/Advisor(s) may be based on the Authorized agent's(s')/Advisor's(s')' clients placing a certain amount of assets in accounts with Fidelity within a certain period of time. Such arrangements can pose a conflict of interest in connection with an Authorized agent's(s')/Advisor's(s') recommendation or requirement that its clients establish accounts with Fidelity.

Negotiated pricing arrangements and product offerings

Fidelity and an Authorized agent(s)/Advisor(s) agree to a pricing schedule (i.e., transaction-based pricing, asset-based pricing, custody and service fees) for the fees to be paid to Fidelity for the services it provides to client accounts. The pricing schedule is based on the nature and scope of business the Authorized agent(s)/Advisor(s) has with Fidelity, including, but not limited to, the current and future expected amount of the Authorized agent's(s')/Advisor's(s') client assets in Fidelity's custody, the types of securities managed by the Authorized agent/Advisor, the investment products utilized, the asset allocation, and the expected frequency of the Authorized agent's(s')/Advisor's(s') trading. Some Authorized agent(s)/Advisor(s) agree to pricing schedules that are higher than other pricing schedules that are otherwise available in certain circumstances, and/or that limit the investment services and products that are available to its clients. Additionally, Fidelity may change the pricing, investment services and products, and other Benefits it provides if the nature or scope of an Authorized agent's(s')/Advisor's(s') business with Fidelity changes or does not reach certain assumptions or thresholds. In such cases, pricing for the Authorized agent's(s')/Advisor's(s') client accounts, if your Authorized agent(s)/Advisor(s) has such an agreement with Fidelity, may increase to an amount Fidelity decides. These types of arrangements can pose a conflict of interest for Authorized agent(s)/Advisor(s) and may influence the nature and scope of business the Authorized agent(s)/Advisor(s) conduct with Fidelity as well as impact their recommendations or advice they make to clients. For more information on the pricing that applies, clients should contact their Authorized agent(s)/Advisor(s) directly.

Direct payments or benefits

Fidelity provides, from time to time, business loans to Authorized agent(s)/Advisor(s) on commercially reasonable terms that are potentially forgivable to the extent the Authorized agent(s)/Advisor(s) meets certain thresholds during the loan term, including maintaining a certain amount of assets either maintained on, or transferred to, the Fidelity platform. Fidelity also, from time to time, makes payments directly to Authorized agent(s)/Advisor(s), their affiliates, and to third parties on behalf of certain Authorized agent(s)/Advisor(s) for referring new business to Fidelity. Further, Fidelity administers certain business to business introductory and referral programs where, from time to time, it collects a referral fee when new business arrangements result.

Third-party integrations

Fidelity has entered into certain agreements to make the services of various third parties available to Authorized agent(s)/Advisor(s). These services are generally, but not exclusively, accessed via integrations, including, but not limited to, single-sign-on from Fidelity's website, application programming interfaces, and data transmissions. These services allow Authorized agent(s)/Advisor(s) to connect directly with certain third parties to obtain such third parties' services. In some cases, Fidelity receives compensation from these third parties when Authorized agent(s)/Advisor(s) decide to use their services. This compensation can take a variety of forms, including, but not limited to, payments for marketing and referrals, as well as sharing in a third party's revenue attributable to usage of their products and services.

Other

Fidelity may provide information to Authorized agent(s)/Advisor(s) that may be deemed to be the solicitation of a particular security, including proprietary offerings from Fidelity affiliates. In no event does the providing of this information to an Authorized agent(s)/Advisor(s) constitute solicitation of a particular security to the client or account owner by Fidelity, and an Authorized agent(s)/Advisor(s) is responsible for interposing its own judgment when giving recommendations or advice to clients. Any trading decisions are solely between the Authorized agent(s)/Advisor(s) and account owner. Fidelity may accept requests from Authorized agent(s)/Advisor(s) to assist in correcting Authorized agent's(s')/Advisor's(s') trade errors. Authorized agent(s)/Advisor(s) may benefit from gains resulting from these trade errors.

2. 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.

3. I hereby acknowledge Fidelity Brokerage Services LLC ("FBS") as my broker and National Financial Services LLC ("NFS," together with FBS, "Fidelity"), an affiliate of FBS, as custodian of the securities held in the account opened with this Application, of which I am the beneficial owner. I also understand that my account is carried by NFS and that all terms of this Agreement also apply between me and NFS.

Industry regulations require that FBS and its clearing firm, NFS, allocate between them certain functions regarding the administration of my account. The following is a summary of the allocation of those functions performed by FBS and NFS.

FBS is responsible for:

(1) Obtaining and verifying account information and documentation; (2) Opening and approving my account; (3) Acceptance of orders and other instructions from me or my Authorized agent/Advisor regarding my account, and for promptly and accurately transmitting those orders and instructions to NFS; (4) Determining that those persons placing

instructions for my account are authorized to do so. Neither NFS nor FBS will give me advice about my investments or evaluate the suitability of investments made by me, my Authorized agent/Advisor or any other party; (5) Operating and supervising my account and its own activities in compliance with applicable laws and regulations, including compliance with federal, industry and NFS margin rules pertaining to my margin account and for advising me of margin requirements, when applicable; (6) Maintaining the required books and records for the services it performs; (7) Investigating and responding to any questions or complaints I have about my account(s), confirmations, my periodic statement or any other matter related to my account(s). FBS will notify NFS with respect to matters involving services performed by NFS.

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

(1) The clearance and settlement of securities transactions; (2) The execution of securities transactions, in the event NFS accepts orders from FBS; (3) Preparing and sending transaction confirmations and periodic statements of my account (unless FBS has undertaken to do so); (4) Acting as custodian for funds and securities received by NFS on my behalf; (5) Following the instructions of FBS with respect to transactions and the receipt and delivery of funds and securities for my account; (6) When applicable, extending margin credit for purchasing or carrying securities on margin; (7) Maintaining the required books and records for the services it performs.

If I have so indicated on the Application, I authorize and instruct Fidelity to accept such votes regarding proxies from my Authorized agent/ Advisor on my behalf. 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 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 that 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, I can contact Fidelity.

4. I understand that Fidelity Management Trust Company ("FMTC" or "Custodian") and Fidelity do not provide any investment advice, as defined under the Employee Retirement Income Security Act of 1974 ("ERISA") and/or any applicable Securities regulations, in connection with this account, nor does Fidelity give any advice or offer any opinion with respect to the suitability of any security or order. All transactions will be done only on my order or the order of my Authorized agent(s)/ Advisor(s), except as otherwise described herein.

5. Although FMTC is a bank, I recognize that any investment company (e.g., any mutual fund/money market fund) in which this account may be invested is not a bank and is not backed or guaranteed by any bank or insured by the FDIC.

6. An investment in any money market mutual fund is not guaranteed by the FDIC or any other governmental agency. Although money market mutual funds seek to preserve the value of my investment at $1.00 per share, I understand that it is possible to lose money by investing in the fund. I understand that investing in a tax-exempt security is inappropriate for a retirement account.

7. Account Protection

Securities in accounts carried by NFS, a Fidelity Investments company, are protected in accordance with the Securities Investor Protection Corporation ("SIPC") up to $500,000. The $500,000 total amount of SIPC protection is inclusive of up to $250,000 protection for claims for cash, subject to periodic adjustments for inflation in accordance with terms of the SIPC statute and approval by SIPC's Board of Directors. NFS also has arranged for coverage above these limits. Neither coverage protects against a decline in the market value of securities, nor does either coverage extend to certain securities that are considered ineligible for coverage. For more details on SIPC, or to request a SIPC brochure, visit *sipc.org* or call 202-371-8300.

8. Fidelity Equity Dividend Reinvestment Service

Upon my enrollment, I agree to the following terms and conditions governing the Fidelity Equity Dividend Reinvestment Service (the "Service") to be provided by Fidelity:

Provision of Fidelity Equity Dividend Reinvestment Service

My enrollment in the Service will be activated on the day I notify you by telephone, or within 24 hours after receipt of any written notification, that I wish to enroll an eligible security. Upon activation of my enrollment, I agree to be bound by this Agreement as well as any other agreements between us that apply to my brokerage account.

I may direct you to add the Service to either all eligible securities in my account or selected eligible individual securities. My enrollment authorizes you to automatically reinvest cash dividends and capital gain distributions paid on such eligible securities held in my account (collectively, "dividends") in additional shares of the same security. To add or remove the Service with respect to securities in my account, I must notify you of my election on or before 9 p.m. Eastern Time (ET) on the dividend record date for such security. If the dividend record date falls on a non-business day, then I must notify you on or before 9 p.m. ET one business day prior to the dividend record date for such security. Dividends will be reinvested on any shares of all enrolled securities provided that I own such shares on both the dividend record date and the dividend payable date.

Dividend reinvestment does not assure profits on my investments and does not protect against loss in declining markets.

You reserve the right to terminate or amend the Service at any time, including instituting commissions or transaction fees.

The reinvestment of dividends may be delayed in certain circumstances. NFS reserves the right to suspend or completely remove securities from participation in dividend reinvestment and credit such dividends in cash at any time without notice.

Eligible Accounts

The Service is available to Fidelity Brokerage customers who maintain cash, margin, or retirement brokerage accounts.

Eligible Securities

To be eligible for the Service, the enrolled security must be a closed-end fund or domestic common stock (including ADRs), which is margin eligible (as defined by NFS). In order for my enrollment to be in effect for a given security, my position in that security must be settled on or before the dividend record date. Foreign securities and short positions are not eligible for the Service. Eligible securities must be held in street name by NFS or at a securities depository on behalf of NFS.

If I attempt to enroll a security for which I have placed a buy limit order which has not been filled, my enrollment election will be held for five (5) consecutive business days, at which point I must notify Fidelity of my desire to re-enroll the security for another five (5) consecutive business days. If I am holding a security in my account that is ineligible for enrollment, and the security subsequently becomes eligible, any existing account-level reinvestment instructions will take effect for that security.

Eligible Cash Distributions for Reinvestment

Most cash distributions from eligible securities selected for participation in the Service may be reinvested in additional shares of such securities, including cash dividends and capital gain distribution. Cash-in-lieu payments, late ex-dividend payments, and special dividend payments, however, may not be automatically reinvested.

If I enroll a security in the Service, I must reinvest all of its eligible cash distributions. I understand that I cannot partially reinvest cash distributions. I also understand that I cannot use any other funds in my brokerage account to make automatic reinvestment purchases.

Dividend Reinvestment Transactions in Eligible Securities

On the dividend payable date for each security participating in the Service, you will credit my account in the amount of the cash dividend to be paid (less any amounts required by law or agreement to be withheld or debited). One (1) business day prior to the dividend payable date, you will combine cash distributions from my account with those from other customers requesting dividend reinvestment in the same security and use these funds to purchase securities for me and the other customers on a best efforts basis. You will credit to my account the number of shares equal to the amount of my funds to be reinvested in a particular security divided by the purchase price per share. If several purchase transactions are required in order to reinvest my and other customers' eligible cash distributions in a particular security, the purchase price per share will be the weighted average price per share for all such shares purchased. Under certain conditions a dividend may be put on hold by the issuing company. If a dividend is on hold on the payable date, reinvestment will not be performed. If a dividend is released from hold status after dividend payable date, dividend reinvestment will be performed on the day the dividend is actually paid.

If I liquidate shares of an enrolled security between the dividend record and the business day prior to the payable date, such shares will not participate in the Service and I will receive the dividend as cash in my core account investment vehicle ("core account"). If I liquidate shares of an enrolled security on dividend payable date, such shares will participate in the Service.

I will be entitled to receive proxy voting materials and voting rights for an enrolled security based on my proportionate shares. For mandatory reorganizations, I will receive cash in lieu of my partial shares. For voluntary reorganizations, instructions I give you will be applied to my whole shares and the partial shares will be liquidated at market price.

Partial Shares

Automatic reinvestment of my eligible cash distributions may give me interests in partial shares of securities, which you will calculate to three decimal places. I will be entitled to receive dividend payments proportionate to my partial share holdings. If my account is transferred, if a stock undergoes a reorganization, or if stock certificates are ordered out of an account, partial share positions, which cannot be transferred, reorganized, or issued in certificate form, will be liquidated at the closing price on the settlement date. The partial share liquidation transaction will be posted to my account on the day following the settlement date. I may not liquidate partial shares at my discretion. If I enter an order to sell my entire whole share position, any remaining partial share position will be liquidated at the execution price of the sell and will be posted to my account on the settlement day. No commission will be charged for the liquidation of the partial share position.

Confirmations and Periodic Statements

In lieu of separate immediate trade confirmation statements, all transactions made through the Service will be confirmed on my regular periodic brokerage account statement. I may obtain immediate information regarding a dividend reinvestment transaction on the day after the reinvestment date by calling my local Fidelity Investor Center or Fidelity's 24-hour toll-free number.

Continuing Effect of Authorization; Termination

I authorize you to purchase, for my account, shares of the securities I have selected for the Service. Authorizations under this section will remain in effect until I give you notice to the contrary on or before 9 p.m. ET on the dividend record date. If the dividend record date falls on a non-business day, then notice must be given on or before 9 p.m. ET at least one business day prior to the dividend record date. Such notice will not affect any obligations resulting from transactions initiated prior to my receipt of the notice. I may withdraw completely or selectively from the Service by notifying you and/or my Authorized agent/Advisor. If I transfer my account within Fidelity, I must re-enroll my securities for reinvestment. Enrollment elections for securities that become ineligible for the Service will be canceled after 90 days of continuous ineligibility.

Depository Trust Company's (DTC) Dividend Reinvestment Program

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

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

Optional Dividends

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

9. I understand that if I have elected to convert an IRA, other than a Premiere Select IRA, to a Premiere Select Roth IRA, then all parts of this Agreement, including the Application and the information herein, will apply to my Premiere Select IRA established to facilitate the conversion and to my Premiere Select Roth IRA. I understand that I cannot convert assets in a SIMPLE IRA to a Roth IRA until after the expiration of the two-year period beginning on the date I first participated in the SIMPLE IRA Plan maintained by my employer.

10. If I am opening a Roth IRA or Inherited Roth IRA with a rollover from an employer-sponsored retirement plan, I certify the rollover is from an eligible employer-sponsored retirement plan and the rollover contribution meets applicable Internal Revenue Code requirements.

11. If I am opening an account with a distribution from an employer-sponsored retirement plan, I certify that such a distribution is a qualified total or partial distribution, which qualifies for rollover treatment, and I irrevocably elect to treat this contribution as a rollover contribution.

12. In the event that any securities in my account become non-transferable, NFS may remove them from my account without further notice. Non-transferable securities are those where transfer agent services have not been available for six or more years. A lack of transfer agent services may be due to a number of reasons, including that the issuer of such securities may no longer be in business and may even be insolvent.

Note the following:

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

By opening and maintaining an account with you, I consent to your actions as described above, and I waive any claims against you arising out of such actions. I also understand that you do not provide tax advice concerning my account or any securities that may be the subject of removal from or reinstatement into my account and I agree to consult with my tax advisor concerning any tax implications that may arise as a result of any of these circumstances.

13. Security Interest

In the event I become indebted to Fidelity in the course of operation of this account, I agree that I will repay such indebtedness upon demand. All securities and other property now or hereafter held, carried or maintained by Fidelity for any of my brokerage accounts, now or hereafter opened, including brokerage accounts in which I may have an interest, shall be subject to a lien for the discharge of all of my indebtedness and other obligations of the undersigned to Fidelity and are held by Fidelity as security for the payment of any of my liability or indebtedness to Fidelity in any of the said brokerage accounts. Fidelity shall have the right to sell, assign or transfer securities and any other property so held by Fidelity from or to any other of my brokerage accounts whenever in its judgment Fidelity considers such a transfer necessary for its protection in enforcing the lien. Fidelity shall have the discretion to determine which securities and property are to be sold and which contracts are to be closed. **No provision of this Agreement concerning liens or security interests shall apply to the extent which application would be in conflict with any provisions of ERISA or the Internal Revenue Code or any related rules, regulations or guidance.**

14. 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, to any applicable policies and/or procedures of Fidelity, 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 Fidelity account, I am aware that if I select an in-kind transfer, certain shares may not be transferable. Non transferable assets will be liquidated. I am responsible for confirming the eligibility of shares to be transferred prior to giving funding instruction 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.

15. 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*.

16. 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.

17. To the extent that any part of this Premiere Select IRA Application, Fidelity SIMPLE IRA Application, Retirement Account Client Agreement, Premiere Select Traditional IRA Custodial Agreement and Disclosure Statement, Premiere Select Roth IRA Custodial Agreement and Disclosure Statement, Fidelity SIMPLE IRA Custodial Agreement and Disclosure Statement, Defined Contribution Retirement Plan Document No. 04 and Defined Contribution Retirement Plan Trust Agreement, as applicable ("the Documents") were obtained online by me or my Authorized agent(s)/Advisor(s), I represent to the best of my knowledge that the terms of the Documents have not changed and are identical to the terms as originally set forth by FMTC and Fidelity (or their successors). I acknowledge that any alteration of the Documents' original terms for my account shall be null and void, and I shall be bound by the terms of the original Documents as set forth by FMTC and Fidelity. I also understand and acknowledge that any Agreements established by the above-referenced Documents may be terminated in the event that FMTC, Fidelity or any of their agents, affiliates or successors have reasonable grounds to believe the Document(s) has/have been altered.

18. Premiere Select Crypto® IRA for Wealth Managers

The following terms govern when a Premiere Select Crypto® IRA for Wealth Managers account with Fidelity Digital Assets, National Association ("FDA NA") ("Crypto Account") is opened and linked to a Fidelity retirement brokerage account ("Brokerage Account").

I understand that while FBS, NFS, and FDA NA are affiliates of one another, they provide separate and distinct services to me. In particular, my Crypto Account is an account for the custody and trading of digital assets, and is provided by FDA NA, a national trust bank. Digital assets are not insured by the FDIC nor the SIPC. Brokerage services in support of securities trading are provided by FBS, and related custody services are provided by NFS, each a registered broker-dealer and member NYSE and SIPC. Neither FBS nor NFS offers digital assets; acts as my or FDA NA's agent for digital asset transactions; receives, acquires, or holds any of my digital assets; nor is otherwise responsible for transactions in my Crypto Account with FDA NA.

I understand linking my Brokerage Account with my Crypto Account will facilitate money movement functionality between these accounts, and authorize Fidelity and FDA NA, as the case may be, to take such steps as may be necessary to link my accounts. I further authorize Fidelity to share any information about my account with FDA NA in order to facilitate the linkage of accounts, servicing, and/or the movement of money between accounts.

I authorize Fidelity to accept instructions from my Authorized agent/Advisor to request the transfer of funds from my Brokerage Account to my Crypto Account, as well as the authority to direct FDA NA to transfer funds from my Crypto Account to my Brokerage Account. I further authorize Fidelity to follow any such transfer instructions from FDA NA. All funds in my Core Transaction Account will be subject to such transfers, without cap or limit. I understand that my Authorized agent/Advisor and I are not permitted to use funds borrowed from FDA NA, FBS, or any of their affiliates ("Fidelity Entities") to purchase digital assets. I agree that I will not borrow funds from any Fidelity Entity and use such funds to fulfill a trade order to purchase digital assets.

I shall indemnify and hold harmless Fidelity from and against any and all losses, claims, or financial obligations, including attorneys' fees, that may arise from the decision to open a Crypto Account, any activity in my Crypto Account, and Fidelity accepting and processing transfer instructions from FDA NA, from me or my Authorized agent/Advisor, as the case may be.

19. Integrated Wealth Management

Provisions of Enrollment of Account into Integrated Wealth Management

Upon my enrollment, I agree to the following terms and conditions governing the enrollment of accounts on the trust accounting system (the "Enrollment"), to be provided by Fidelity and its affiliate, National Financial Services LLC ("NFS") (collectively, "you" or "Fidelity"):

My Enrollment will be activated one to two business days after receipt of a properly executed Enrollment form. I agree to be bound by the terms and conditions noted herein, as well as any other agreements between us that apply to my brokerage account.

I have discussed with my Authorized agent(s)/Advisor(s) and confirm that my Authorized agent(s)/Advisor(s) is authorized to complete, execute, and/or process any and all related forms, paperwork, and other documentation necessary for me to enroll into Integrated Wealth Management and acknowledge and agree that my Enrollment authorizes you to perform the services I have selected in my brokerage account application for the accounts being enrolled.

I understand and acknowledge that Fidelity is not acting as a trustee, co-trustee, or agent for the trustee(s), and therefore is not acting in a fiduciary capacity to the account.

You reserve the right to terminate or amend my Enrollment at any time. Prior to the effective date of any such material amendments, you shall send prior written notice thereof to me and/or my Authorized agent/Advisor.

I understand that I must notify Fidelity in writing to terminate my Enrollment.

After Fidelity receives such written notice, Fidelity will remove the account from the trust accounting system within a reasonable time period.

I agree to indemnify and hold harmless Fidelity and its affiliates and all officers, directors, employees, successors, and assigns from and against all financial obligations that may arise from any failure to comply with these terms and conditions, or from any act or omission of my Authorized agent/Advisor with respect to this Enrollment.

Eligible Accounts

Fidelity Brokerage customers who maintain a cash, margin, or retirement brokerage account are eligible.

Eligible Securities

Most securities held in a brokerage account are eligible. Additionally, recordkeeping and reporting services are available for any securities, tangible and intangible property that are not held in a Fidelity brokerage account ("Assets Held Away"). Valuations for Assets Held Away will be provided to you by me or my Authorized agent/Advisor, and I understand that Fidelity can neither validate nor certify the accuracy of these valuations.

Principal and Income Accounting

Financial transactions involving eligible securities in a brokerage account will be separated into principal and income components based on general accounting rules applicable to many trusts. The trust accounting system will account for principal and income in all trust accounts, and non-trust accounts as specified, based on rules below.

a. Cash Receipts into a Brokerage Account

Fidelity will credit the principal portfolio of my account for:

- amounts or other property received from the sale, maturity, or exchange of securities.
- amounts received in one distribution or a series of related distributions in exchange for part or all of an account's interest in a security.
- amounts received from a security that is a regulated investment company or a real estate investment trust if the amount distributed is a long-term capital gain dividend for federal income tax purposes.
- amounts received from mortgage-backed securities deemed by the company to be a principal pay down.
- amounts or property received as stock dividends.
- receipt of full or partial liquidations and other corporate distributions.
- amounts received via wire, electronic funds transfer (EFT), check, or ACAT/non-ACAT transfer or account-to-account journal entries.
- and amounts received that do not fall under any other receipt rule or the source of which is unknown.

Fidelity will credit the income portfolio of my account for amounts received from corporations issuing a dividend to shareholders; amounts received as fixed, variable, or floating rate interest of publicly traded securities; and amounts received from a security that is a regulated investment company or a real estate investment trust if the amount distributed is an ordinary or short-term capital gain dividend for federal income tax purposes.

b. Cash Disbursements from a Brokerage Account

Fidelity will debit the principal portfolio of my account for:

- amounts paid as commissions, trading, and broker fees.
- 50% of amounts paid to trustee or co-trustee, agent for trustee.
- 50% of amounts paid as investment management fees to my Authorized agent/Advisor.
- 50% of amounts paid for tax reporting and preparation services; and amounts paid for purchase of securities.

Fidelity will debit the income portfolio of my account for:

- 50% for amounts paid as trustee, co-trustee, agent for trustee.
- 50% of amounts paid as investment management fees to my Authorized agent/Advisor.
- 50% of amounts paid for tax reporting and preparation services.
- amounts paid as accrued interest on purchase of bonds or other debt obligations.
- amounts paid as part of a one-time or recurring distribution to account holders or interested parties.
- and all other amounts paid that do not fall under any other disbursement rule, or the purpose or allocation of which is unknown.

The principal and income rules described above are the default reporting rules. Should you receive a written request from me or my Authorized agent/Advisor to report a transaction's principal and income differently from the default principal and income rules indicated, I hereby authorize such request and ratify any principal and income adjustment done pursuant to such request and agree that Fidelity will not be liable for any loss, liability, cost, or expense for acting on such requests. I acknowledge that Fidelity shall determine the appropriate method of making such adjustments, depending on the nature of the adjustment, and that Fidelity is not responsible for reviewing the adjustment for appropriateness with laws, rules, and regulations or otherwise.

These classifications of principal and income are not intended for tax reporting purposes. I understand that you are not responsible for the accuracy of information I may be required to report to federal, state, and other taxing authorities, and that you make no warranties with respect to, and specifically disclaim any liability arising out of, my use of, or any tax position taken in reliance upon, such information.

Assets Held Away

Assets Held Away are those assets that are not held by or custodied at Fidelity. The information about these assets is provided to Fidelity by me, my Authorized agent/Advisor and/or third-party sources. Fidelity is not able to verify the existence of these Assets Held Away or the accuracy or timeliness of the prices reported for these Assets Held Away. Prices shown do not necessarily reflect the actual current market prices. The Assets Held Away are not part of my brokerage account at Fidelity and therefore any SIPC protection afforded my account through Fidelity does not cover them. Gain/loss information reported on my brokerage statement may include information on Assets Held Away. As a result, this information should not be relied upon for tax reporting purposes.

20. Commissions/Fees/Pricing

I hereby authorize my Authorized agent/Advisor(s) to enter into a schedule of interest rates, commission rates, and other fees that Fidelity will charge my account for its services. My Authorized agent/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/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/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.

21. I understand that sufficient funds must be in my account at the time I place any order to buy securities, including transaction costs and any applicable commissions or fees in addition to other amounts FMTC or Fidelity may deem necessary.

22. I understand a $125 Liquidation/Termination fee may be collected from my account balance when I liquidate or terminate my account. I understand that the $125 liquidation fee cannot be paid by separate check. Fidelity may change the fee schedule from time to time, as provided in Article VIII, Section 19 of the Premiere Select Traditional IRA Custodial Agreements, Article IX, Section 19 of the Premiere Select Roth IRA Custodial Agreements, Section 18 of the Fidelity SIMPLE IRA Custodial Agreement and Article 14.4 of the Defined Contribution Retirement Plan Document No. 04 and the Defined Contribution Retirement Plan Trust Agreement, as applicable.

I understand that FMTC may be required to file IRS Form 990-T on my behalf in order to report Unrelated Business Taxable Income (UBTI) of $1,000 or more on Master Limited Partnerships (MLP) and Limited Partnerships (LP) held in my retirement account. IRS Form 990-T is required to be filed by the tax filing deadline, including any extensions. I understand that in accordance with the Premiere Select IRA, Premiere Select Roth IRA, and Fidelity SIMPLE IRA Custodial Agreements, or the Defined Contribution Retirement Plan Document No. 04 and the Defined Contribution Retirement Plan Trust Agreement, as applicable, if a Form 990-T filing is required a $75 IRS 990-T UBTI Tax Return Filing fee will be paid from the core account of this retirement account.

Use of Funds Held Overnight

As compensation for services provided with respect to accounts, NFS receives use of: amounts from the sale of securities prior to settlement; amounts that are deposited in the accounts before investment; and disbursement amounts made by check prior to the check being cleared by the bank on which it was drawn. Any above amounts will first be netted against outstanding account obligations. The use of such amounts may generate earnings (or "float") for NFS or instead may be used by NFS to offset its other operational obligations. Information concerning the time frames during which NFS may have use of such amounts and rates at which float earnings are expected to accrue is provided as follows:

(1) **Receipts.** Amounts that settle from the sale of securities or that are deposited into an account (by wire, check, ACH (Automated Clearing House) or other means) will generally be invested in the core account by close of business on the business day following NFS's receipt of such funds. NFS gets the use of such amounts from the time it receives funds until the core account purchase settles on the next business day. Note that amounts disbursed from an account (other than as referenced in Section (2) below) or purchases made in an account will result in a corresponding "cost" to NFS. This occurs because NFS provides funding for these disbursements or purchases one day prior to the receipt of funds from the account's core account. These "costs" may reduce or eliminate any benefit that NFS derived from the receipts described previously.

(2) **Disbursements.** NFS gets the use of amounts disbursed by check from accounts from the date the check is issued by NFS until the check is presented and paid.

(3) **Float Earnings.** To the extent that such amounts generate float earnings, such earnings will generally be realized by NFS at rates approximating the Target Federal Funds Rate.

23. I understand that if I am reregistering a limited partnership, I may be charged a reregistration fee, up to the maximum of $200, to change my registration to NFS.

24. Extraordinary Events

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

25. Payment of Items

If I Utilize a Fidelity Money Market Fund As My Core Position

If I utilize a Fidelity money market fund as my core position and there are debits in my account generated by account activity occurring prior to the market close each business day (or 4:00 p.m. ET on business days when the market is closed and the Fedwire Funds Service is operating) these debits will be settled at the market close using the following sources, in this order, subject to the qualifications below:

1. Free Credit Balance: any Intra-day Free Credit Balances,
2. Core Position: redemption proceeds from the sale of my core position at the market close,
3. Auto Liquidation: redemption proceeds from the sale of any shares of a Fidelity money market mutual fund held in the account that maintains a stable (i.e., $1.00/share) net asset value and is not subject to a liquidity fee or similar fee or assessment,
4. Margin Surplus: if I have a margin account, any margin surplus available, which will increase my margin balance.

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

I understand and agree that Fidelity may, in its sole discretion, exclude sources for settling debits in my account, including limiting or removing certain auto-liquidation options. Further, I authorize my Authorized agent/Advisor to request Fidelity to exclude sources for settling debits in my account, including limiting or removing certain auto-liquidation options; however, such a request must be agreed to by Fidelity in its sole discretion.

If I Utilize the Bank Sweep As My Core Position

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

1. Money Market Overflow: redemption proceeds from shares held in the MMKT Overflow Fund,
2. Free Credit Balance: any Intra-day or After-hours Free Credit Balances proceeds from the withdrawal of Program Deposits occurring on the next business day (not including bank holidays or days on which the New York Stock Exchange is closed, such as Good Friday),

3. Auto Liquidation: redemption proceeds from the sale of any shares of a Fidelity money market mutual fund held in the account that maintains a stable (i.e., $1.00/share) net asset value and is not subject to a liquidity fee or similar fee or assessment,
4. Margin Surplus: if I have a margin account, any margin surplus available, which will increase my margin balance.

In addition, early in the morning prior to the start of business on each business day, certain unsettled debits in my account along with debits associated with certain actual or anticipated transactions that would otherwise generate a debit in my account during the business day will be settled using redemption proceeds from the sale of shares in the MMKT Overflow Fund, early in the morning prior to the start of business, if applicable, and then the withdrawal of Program Deposits occurring that business day (not including bank holidays or days on which the New York Stock Exchange is closed, such as Good Friday).

I understand and agree that Fidelity may, in its sole discretion, exclude sources for settling debits in my account, including limiting or removing certain auto-liquidation options. Further, I authorize my Authorized agent/Advisor to request Fidelity to exclude sources for settling debits in my account, including limiting or removing certain auto-liquidation options; however, such a request must be agreed to by Fidelity in its sole discretion.

If I Utilize the Interest Bearing Option ("FCASH") As My Core Position

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

1. FCASH Balance: any Intra-day or After-hours Free Credit Balances funds held in FCASH,
2. Auto Liquidation: redemption proceeds from the sale of any shares of a Fidelity money market mutual fund held in the account that maintains a stable (i.e., $1.00/share) net asset value and is not subject to a liquidity fee or similar fee or assessment,
3. Margin Surplus: if I have a margin account, any margin surplus available, which will increase my margin balance.

In addition to the foregoing, we may turn to the following sources: redemption proceeds from the sale of any shares of a Fidelity money market fund held in another nonretirement account with the same registration (which I authorize us to sell for this purpose when I sign the application), or any securities in any other account at Fidelity in which I have an interest.

I understand and agree that Fidelity may, in its sole discretion, exclude sources for settling debits in my account, including limiting or removing certain auto-liquidation options. Further, I authorize my Authorized agent/Advisor to request Fidelity to exclude sources for settling debits in my account, including limiting or removing certain auto-liquidation options; however, such a request must be agreed to by Fidelity in its sole discretion.

If I want to opt out of the foregoing, I will contact Fidelity for more information. In the event that my account does not contain sufficient cash, Fidelity may liquidate securities to satisfy a court order, levy, or any other legal process payment.

As used in this Agreement, the total cash and margin loan value shall be the "Collected Balance."

Fidelity shall not be responsible for the dishonor of any transaction due to insufficient Collected Balance. Other transactions that I initiate or to which I have consented may also reduce my Collected Balance. I understand that if funds in my account are insufficient to pay any item, such items will not be honored. I will promptly return to Fidelity any assets that Fidelity distributes to me but to which I am not entitled.

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

In the event I hold a money market mutual fund in my account that impacts my cash available and is subject to a liquidity fee (as described in more detail in the fund's prospectus), upon notice to Fidelity by the fund that a liquidity fee has been imposed, the cash available and running collected balance in my account will be reduced by the amount of the value of the impacted money market mutual fund and payment of debit items from my account will continue to be paid as described in this agreement, but Fidelity will only pay items from a money market fund that has imposed a liquidity fee as part of that payment process after the other sources are attempted.

I acknowledge that if a money market mutual fund held in my account imposes a liquidity fee, the money market mutual fund may not provide Fidelity with advance notice of such liquidity fee. As a result, I may not be notified of such liquidity fee when I submit a trade. However, as instructed by the fund (and disclosed in the fund prospectus), my trade will be subject to such liquidity fee, and it may be applied to my trade retroactively.

26. 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.

27. Security Interest

Any credit balances, securities, assets or related contracts, and all other property in which I may have an interest held by Fidelity or carried for my accounts shall be subject to a general lien for the discharge of my obligations to Fidelity, and Fidelity may sell, transfer, or assign any such assets or property to satisfy a margin deficiency or other obligation whether or not Fidelity has made advances with regard to such property.

Shares of any investment company in which I have an interest and for which Fidelity Management & Research Company serves as investment advisor and which are custodied, recordkept, or otherwise administered by an affiliate of Fidelity or NFS, also are subject to a general lien for the discharge of my obligations to Fidelity and NFS, and Fidelity and NFS may redeem any such shares to satisfy my obligation without further notice or demand. However, no provision of this agreement concerning liens or security interests shall apply to any account to the extent such application would be in conflict with any provisions of ERISA or the Internal Revenue Code relating to retirement accounts.

28. Settlement of Transactions

In the absence of a specific demand, all transactions in any of my accounts are to be paid for, securities delivered, or required margin deposited no later than 2 p.m. ET on the settlement date. Fidelity reserves the right to cancel or liquidate, at my risk, any transaction not timely settled. Margin calls are due on or before the date indicated regardless of the settlement date of any transaction.

29. I understand that I am deemed to have received a copy of the Premiere Select IRA, Premiere Select Roth IRA and/or Fidelity SIMPLE IRA Plan Disclosure Statement, as applicable, unless a request for revocation is made to the Custodian within seven (7) calendar days following acceptance of my IRA by or on behalf of the Custodian, as evidenced by notification from or on behalf of the Custodian.

30. I will not buy or sell any securities of a corporation of which I am an affiliate or sell any restricted securities except in compliance with applicable laws and regulations and upon notice to Fidelity that the securities are restricted.

31. Trading Authorization; Allocation of Responsibilities

A. I authorize one or more Authorized agent(s)/Advisor(s) to execute trades on my account, and Fidelity is authorized 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 to accept the instructions of the Authorized agent(s)/Advisor(s). The authorization shall be applicable to all assets I hold in the specified account. Except as otherwise provided, for through a separate Asset Movement Authorization, the Authorized agent(s)/Advisor(s) is not authorized to withdraw, or direct the withdrawal of, assets from my account or to designate a beneficiary(ies) for my account as part of the servicing instructions.

B. I understand and agree that:

1. Fidelity is authorized to accept the instructions of the Authorized agent(s)/Advisor (s) on my behalf, **including changes to my account address instructions.** This authorization shall be applicable to all assets I hold in the specified account.
2. By granting trading authorization to my Authorized agent/ Advisor, I understand and agree that my advisor will have the ability to instruct Fidelity to initiate transfers of cash from my bank account to my Fidelity account, based on standing written funds transfer instructions provided by me to Fidelity.
3. 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 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.

32. Asset Movement Authorization

Note that Asset Movement Authorization is available for Premiere Select® Traditional IRA, Premiere Select Rollover IRA, Premiere Select SEP IRA, Premiere Select Roth IRA, Premiere Select Inherited IRA, Premiere Select Inherited Roth IRA, and Fidelity SIMPLE IRA ("IRA").

I understand that if I do not select Level I or Level II asset movement authority or if I choose to have no asset movement authority on this account, each cashiering or money movement request will require my signature.

Level I Limited (First Party Only)

By selecting Level I Limited asset movement authorization, I authorize and direct Fidelity to accept instructions from my Authorized agent(s)/ Advisor(s) for one time disbursements and the establishment of and changes to periodic disbursement (Periodic Distribution Plans) from my account, including: (1) for redemptions and payment of monies from my account by check made payable to me and sent to me at my address of record, (2) to disburse funds electronically, including bank wires and Electronic Funds Transfers (EFTs), to any first-party bank account pursuant to a standing written instruction provided to Fidelity and signed by me, and first-party check disbursements to any payee and address have authorized through standing written instructions provided to Fidelity and signed by me, and (3) for transfers of cash or securities from this account to other same registration IRAs that are not reported for tax purposes, distributions from this account to Fidelity non-retirement brokerage accounts own individually, conversions to Roth IRAs and transfers from this account to other Fidelity non-retirement accounts owned by me individually. Periodic Distribution Plans are plans that enable scheduled recurring distributions of predetermined amounts from my account as described above.

Level I (First and Third Party)

By selecting Level I asset movement authorization, I authorize and direct Fidelity to accept instructions from my Authorized agent(s)/Advisor(s) as described in Level I Limited and, in addition, to accept instructions from my Authorized agent(s)/Advisor(s), without receiving instructions directly from me, to (1) disburse funds electronically, including bank wires or Electronic Funds Transfers (EFTs) to any third-party account I have authorized through standing written instructions and third-party check disbursements to any payee and address I have authorized through standing written instructions, and (2) transfers of cash or securities from this account to other third-party accounts at Fidelity I have authorized through standing written instructions, including distributions from this account to Fidelity non-retirement accounts with different owners and/or registrations.

Level II

By selecting Level II asset movement authorization, I authorize and direct Fidelity to accept instructions from my Authorized agent(s)/Advisor(s) as described in Level I and, in addition, to accept instructions from my Authorized agent(s)/Advisor(s), without receiving instructions directly from me, to transfer monies from my IRA brokerage account by wire to accounts at banks or other financial institutions that my Authorized agent(s)/Advisor(s) has represented to Fidelity have the same account owner or owners and the same registration type as this account. **By granting this authorization, I understand and agree that Fidelity will not undertake to confirm my Authorized agent's(s')/Advisor's(s') representations as to bank account registration and cannot confirm the account registration at the receiving bank or financial institution. Therefore, Fidelity will not undertake to monitor my Authorized agent's(s')/Advisor's(s') compliance with my instructions to him or her and will rely solely upon the instructions of my Authorized agent(s)/Advisor(s) for these transfers. I understand that I should carefully review my account documentation and monitor all activity in my account. Fidelity may require direct instructions from me on transactions over a certain dollar amount.**

Upon requests for any account-related activity in my account from my Authorized agent/Advisor, including, but not limited to, requests for bank wires or EFTs, Fidelity reserves the right, but is not obligated, to confirm with me any of my Authorized agent(s)/Advisor(s) instructions prior to acting on them and to restrict or not accept requests for these transfers, at its own discretion. The Authorized agent/Advisor is authorized to act for me and on my behalf in the same manner and with the same force and effect as I might or could do to the extent necessary or incidental to the furtherance or conduct of the account in accordance with this Agreement or my separate standing instructions. This authorization shall apply only with respect to the brokerage account listed in the attached Application. The Authorized agent/Advisor will place no trading orders or conduct activity in my account that exceeds its authority under this authorization or any other agreement governing the account.

I understand and agree that:

– Fidelity is authorized and directed to accept the instructions of the Authorized agent(s)/Advisor(s) on my behalf. This authorization shall be applicable to all assets I hold in the specified account.
– Fidelity reserves the right, but is not obligated, to confirm with me any of my Authorized agent(s)/Advisor(s) instructions, at its own discretion.

I, and not my Authorized agent/Advisor, am responsible for complying with IRS rules governing IRA distributions, including required minimum distributions and substantially equal periodic payments. If I fail to meet any IRS requirements regulating IRA distributions, I may be subject to tax penalties. If I have any questions regarding my specific situation, I will consult with my tax advisor. Actions taken by my Authorized agent/ Advisor on my account are binding and subject to the same rules as if I had directly instructed Fidelity. Distributions and tax withholding generally cannot be reversed once completed. Any corrections to an error on my part or that of my Authorized agent/Advisor will generally have to follow applicable IRS rules and regulations.

Distributions made in cash will be paid from the balance of my core account. It is my and my Authorized agent/Advisor's responsibility to ensure there are sufficient funds available in the core account to process the distribution.

Upon depletion of all assets in my IRA, a $125 liquidation/termination fee will be collected from the final distribution amount. If my periodic distribution plan results in an account balance that is less than the termination fee, Fidelity may instead process a full distribution of my entire account balance and collect the termination fee at that time. Note that this could result in a payment amount that is less than the amount requested due to the payment of the termination fee. In addition, my IRA may be closed. If I have any questions, I will consult with my Authorized agent/Advisor.

Level of Authorization

By completing the asset movement authorization section and signing the Application, I am authorizing my Authorized agent/Advisor, as my agent, to provide direction to Fidelity to make distributions from my IRA. My Authorized agent/Advisor will be authorized to direct Fidelity to pay an IRA distribution regardless of the tax consequences of such distribution. My Authorized agent/Advisor will be authorized to direct Fidelity regarding the following:

Timing and amount – My Authorized agent/Advisor will direct Fidelity with respect to the timing and specific amount of distributions to be made in cash or in kind.

Reason for distribution – My Authorized agent/Advisor will direct Fidelity with respect to the reason for the distribution. The following reasons may apply:

– Normal – if I am at least age 59½.

– Premature – if I am under the age of 59½ (includes qualified first time home purchases, distributions for qualified higher education expenses, and Substantially Equal Periodic Payments (SEPPs)).

– Roth Conversion (refer to Roth Conversion section below).

– Death Distribution.

Note:

– Transfers between like registered accounts will be treated as trustee-to-trustee transfers and not reported for tax reporting purposes. If I am transferring to a like registered IRA outside of Fidelity, the amount will be reported unless I provide documentation from the successor IRA custodian that shows that firm's acceptance as successor IRA custodian.

– If I am taking a qualified Roth IRA distribution, my account must meet the IRS requirement of the 5-year period, which begins on the first day of the taxable year for which the first regular contribution is made to any Roth IRA owned by me or, if earlier, the first day of the taxable year in which the first conversion contribution is made to any Roth IRA owned by me.

– If I am under age 59½ and am taking distributions from my SIMPLE IRA before the expiration of the two-year period beginning on the date my employer makes the first contribution to my SIMPLE IRA, I may be subject to a 25% penalty.

– If I am taking a qualified Roth Self-employed 401(k) distribution, my account must meet the IRS requirement of the 5-year period, which begins on the first day of the taxable year for which the first regular contribution is made to the Roth Self-employed 401(k) account owned by me.

Payment method – My Authorized agent/Advisor will direct Fidelity to pay distributions from my IRA to me or a third party based on the Asset Movement Authorization levels.

Tax withholding – My Authorized agent/Advisor will direct Fidelity with respect to the federal and state tax withholding elections for the distribution. **Note:** I am responsible for the tax consequences associated with any distribution initiated by me or my Authorized agent/Advisor.

Important: I must complete the appropriate distribution request form and submit it to my Authorized agent/Advisor for the following requests:

– Distribution(s) due to disability.

– Distribution(s) to correct an excess contribution.

– A rollover to an employer-sponsored retirement plan.

Standing Instructions

I must establish standing instructions to permit my Authorized agent/Advisor to disburse funds electronically (including via Bank Wire, EFT, and any other means available), via check to an alternate payee or address or to a Fidelity nonretirement account that I do not own individually. **Note:** For Inherited IRAs and Inherited Roth IRAs owned by an entity such as a trust or an estate, standing instructions would be required to disburse funds electronically unless funds are moving to identically registered Inherited IRAs and Inherited Roth IRAs.

Roth Conversions

My Authorized agent/Advisor will have the authority to convert IRA assets in my account to a Roth IRA. I understand the following Roth conversion rules apply:

– The taxable converted amount will be subject to federal income taxes in the year in which the conversion occurs, but not subject to the early withdrawal penalty.

– If I am required to take a required minimum distribution from my IRA, I must do so prior to converting to a Roth IRA.

– SIMPLE IRA assets may be converted to a Roth IRA only after the expiration of the two-year period beginning on the date my employer first made contributions to my SIMPLE IRA.

– If I am opening a new Premiere Select Roth IRA, I must complete a Premiere Select IRA Application, selecting a Roth IRA registration, and submit it to Fidelity prior to requesting a Roth conversion.

Notice of Withholding

Read the following Notice of Withholding carefully. Asset Movement Authorization will permit my Authorized agent/Advisor, as my agent, to make federal and state tax withholding elections on my behalf.

IRA distributions (other than Roth IRA distributions and Direct Rollovers), and conversions to Roth IRAs, are subject to federal (and, in some cases, state) income tax withholding unless my Authorized agent/Advisor or I elect not to have withholding apply. If federal and/or state taxes are withheld from a Roth IRA Conversion, the amount withheld may be subject to the 10% early withdrawal penalty unless an exception applies. Withholding will apply to the gross amount of each distribution, even if I have made non-deductible contributions. Moreover, failure to provide a U.S. residential address will result in 10% federal income tax withholding (and possible state income tax withholding) on the distribution proceeds, even if I have elected not to have tax withheld (an IRS requirement as applicable). A Post Office Box does not qualify as a residential address.

If my Authorized agent/Advisor or I elect to have withholding apply (by indicating so at the time of the distribution request, by making no choice, or by not providing a U.S. residential address), federal income tax will be withheld from my IRA distribution(s) (excluding Roth IRA distributions and Direct Rollovers) at a rate of at least ten percent (10%). Federal income tax will not be withheld from distributions from a Roth IRA unless I elect to have such tax withheld. Generally, you can't choose less than 10% for payments to be delivered outside the United States and its possessions.

My state of residence will determine my state income tax withholding requirements, if any. My state of residence is determined by my legal address of record provided for my IRA.

IMPORTANT: State tax withholding rules can change and may not reflect the current ruling of my state. I will consult my tax advisor or state taxing authority to obtain the most up-to-date information pertaining to my state.

Whether or not my Authorized agent/Advisor or I elect to have federal and, if applicable, state income tax withheld, I am still responsible for the full payment of federal income tax, any state tax or local taxes, and any penalties which may apply to my distribution(s). Whether or not my Authorized agent/Advisor or I elect to have withholding apply (by indicating so at the time of the distribution request), I may be responsible for payment of estimated taxes. I may incur penalties under the IRS and applicable state tax rules if my estimated tax payments are not sufficient.

33. Authorization to Pay Fees

By signing the account application, I authorize Fidelity to accept instructions from my Authorized agent(s)/Advisor(s) to deduct its management fees from my account. Fidelity may use money from the Core Transaction Account and/or cash in my account to the extent necessary to pay such fees. Fidelity may rely on the management fee deduction request submitted by the Authorized agent(s)/Advisor(s) to Fidelity and will not be responsible for validating any instruction with me or otherwise verifying such fees. I understand that it is solely my responsibility to verify the management fee and that Fidelity will not determine whether the fee is accurate or appropriate. I agree to indemnify and hold Fidelity and its directors, employees, and control persons harmless from all liabilities and costs, including attorneys' fees, that Fidelity may incur by acting in accordance with the authority I grant to Fidelity to accept any management fee deduction request from my account from my Authorized agent(s)/Advisor(s).

Fidelity may terminate any fee deduction authorization at any time in its sole discretion without notice. Authorized agent(s)/Advisor(s) or I may terminate a fee deduction authorization with written notice to Fidelity. Such termination shall not affect any obligation or liabilities arising prior to termination.

34. 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.

35. Core Transaction Account

I understand and agree that my Fidelity Account includes a Core Transaction Account that holds assets awaiting further investment or withdrawal. I understand that I may have only one Core Transaction Account product available to me. The Core Transaction Account option(s) for my Account is listed on my Account application. If the Core Transaction Account option for my account is FCASH, I understand that FCASH is an interest-bearing free credit balance, it has no separate fees, it is not a money market mutual fund or a bank deposit account, and it is not covered by FDIC insurance. FCASH is a different from the Intra-day Free Credit Balance described in this Agreement. Fidelity may, but is not required to, pay interest on my FCASH balance. Any interest paid on my FCASH balance is taxable. Eligibility for Core Transaction Account options may depend on my account type or if my Authorized agent/Advisor has an arrangement with Fidelity to use a different Core Transaction Account option. Other Core Transaction Account options may include the Bank Deposit Sweep Program, which is an FDIC-insured deposit account, or a Fidelity money market fund.

I understand that Fidelity may receive an economic benefit from my Core Transaction Account. If my Core Transaction Account is invested in FCASH, Fidelity and its affiliates earn interest when investing the funds overnight. If my Core Transaction Account is invested in a Fidelity money market fund, Fidelity and its affiliates earn management and other fees as described in the fund's prospectus. If my Core Transaction Account option is a Bank Deposit Sweep Program FDIC-insured deposit account, Fidelity and its affiliates receive a fee and interest payments from the bank receiving deposits through the program. For more information, please refer to the FDIC-Insured Deposit Sweep Program Disclosure document. Current interest rate tiers and yields on Core Transaction Account options are posted on *Fidelity.com*.

In certain circumstances, Fidelity and/or my Authorized agent/Advisor may choose to limit the Core Transaction Account product options available to me. I understand that if I select a core transaction option on my account application that is not available to me, or if I make no selection, my Core Transaction Account will be established with FDRXX. Further, in instances where the Core Transaction Account option selected by my Authorized agent/Advisor or me is no longer available to me for any reason, I understand and direct Fidelity to change my Core Transaction Account option to FDRXX as soon as is reasonably practicable following such unavailability.

I understand that the Core Transaction Account option(s) available to me may compensate Fidelity more than other investment options and yield less to me. I understand that depending on a variety of factors, including but not limited to, market conditions and the interest rate environment, certain Core Transaction Account product options may offer higher yields than others. I will consult with my Authorized agent/Advisor to determine if the Core Transaction Account product option(s) available to me through Fidelity are appropriate for me. I understand that I should compare the terms, interest rates, APY, rates of return, required minimum amounts, risks, insurance, charges, and other features with other products and investment options before deciding to maintain balances in my Core Transaction Account. I understand that I and/or my Authorized agent/Advisor may take action to move cash from my Core Transaction Account into other investments, including other cash products or cash alternatives. Other products may pay a higher yield than is provided by the Core Transaction Account option available to me. I acknowledge, understand, and agree that the Core Transaction Account option(s) my Authorized agent(s)/Advisor(s) selects for me are appropriate based on my investor profile as such responsibility, obligations, and duty, falls solely with my Authorized agent(s)/Advisor(s).

I understand that the Core Transaction account is subject to prior payment by me, and on my behalf, of any outstanding margin loan balances or other debit items or authorized payments of securities account settlements. I authorize Fidelity to change my core transaction account option at its discretion with notice to me when required. I agree to indemnify and hold Fidelity harmless for any actions that might result from Fidelity changing my core transaction account option. My account statement details all activity in the Core Transaction Account. This is provided in lieu of a confirmation that might otherwise be provided by Fidelity with respect to those transactions. Any free credit balances in the securities account (i.e., any cash that may be transferred out of the securities account without giving rise to interest charges) automatically will be invested in my Core Transaction Account and be paid monthly. A variable rate of interest may be paid on cash balances awaiting reinvestment (excluding any short credit balances) providing that accrued interest for any particular day equals or exceeds $.0050. The variable rate of interest paid will be determined by the daily balance in the account. Fidelity reserves the right to increase or decrease the rate at any time without notice. I acknowledge that I have received the description of the Core Transaction Account and available options in the Account Application and Agreement, including Fidelity's right to change the options available to me, and consent to having free credit balances held or invested in the Core Transaction Account.

In the event I hold a money market mutual fund as my Core Transaction Account that is subject to a liquidity fee (as described in more detail in the fund's prospectus), upon notice to Fidelity by the fund that a liquidity fee has been imposed, Fidelity will remove the impacted fund from my Core Transaction Account and I will hold that fund as a non-core position in my account. Any future core transaction sweeps to the impacted money market mutual fund will cease and amounts in my account awaiting reinvestment will be held in a fee credit balance as described in this agreement. The cash available and running collected balance in my account will be reduced by the amount of the value of the impacted money market mutual fund. Payment of debit items from my account will continue to be paid as described in this agreement, but Fidelity will only pay items from a money market fund that has imposed a liquidity fee as part of that payment process after the other sources are attempted. Fidelity and/or my Authorized agent/Advisor will help facilitate the selection of a different Core Transaction Account.

Government Money Market Funds

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

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

I understand and agree that Fidelity may change my core account selection with notice to me when required. I may make a different core account selection from available options. I can contact my Authorized agent/Advisor or Fidelity to change my core account option.

Fidelity may change the interest rates and annual percentage yields (APY) for the money market mutual fund options available for the Core Transaction Account without prior notice to me. Fidelity will notify me of changes to the terms and conditions of products available through the Core Transaction Account. The notice will describe the new terms, conditions or products. I may ask Fidelity to remit my available cash balances to me, or place them in another core account option for which I am eligible.

If my account is eligible (as defined in the Bank Deposit Sweep Program (BDSP) Disclosure documents), and a BDSP is available, a BDSP may be selected as the Core Position in my Account. If elected by me or my Authorized agent/Advisor at any time, the cash balance in my core account will be swept to an FDIC insurance-eligible interest-

bearing account at a Bank(s), subject to applicable FDIC insurance coverage limits. Cash balances held at each Bank will be eligible for FDIC insurance up to $250,000 (principal plus accrued interest) per depositor in each insurable capacity (i.e., individual, joint, etc.) per Bank, in accordance with applicable FDIC rules. All deposits (for example, deposits you may make at the Bank outside of the Bank Deposit Sweep Program plus the Bank Deposit Sweep Program cash balance) held by an individual in the same right and legal capacity and at the same Bank are insured up to $250,000 as described above. Joint accounts owned by two individuals are insured up to $250,000 as described above for each co-owner (again, in the aggregate for all joint account Bank Deposit Sweep Program and non-Bank Deposit Sweep Program joint account balances) at each Bank. Special rules apply to insurance of trust deposits. The amount of FDIC coverage will be limited by the number of Banks in the Bank Deposit Sweep Program, the number of Banks in which my money is deposited, and other factors as more fully described in the Bank Deposit Sweep Program Disclosure documents. Cash Balances that cannot be placed at a Program Bank due to capacity limits, shall be swept to a Money Market Overflow as described herein. In the event that I have funds swept to a Money Market Overflow, it will have a material impact on my insurance coverage, how interest is calculated, and how funds are placed and withdrawn.

All FDIC insurance coverage is in accordance with FDIC rules. I understand my account must continue to remain eligible for the BDSP as defined in the BDSP Disclosure documents.

If at any time a Bank Deposit Sweep Program is not available for investment, including the Money Market Overflow, I understand the core account option will be the then-current default option for that applicable account type until such time as I or my Authorized agent/Advisor elect otherwise.

Bank(s) in a Bank Deposit Sweep Program are eligible to receive some or all of my cash balances as more fully described within the BDSP Disclosure Documents. Once deposited at a Bank(s), my cash balance is eligible for FDIC insurance subject to applicable FDIC insurance coverage limits. Note that the Bank Lists may be different for each Bank Deposit Sweep Program and for each account I own, and may change from time to time. I may contact my Authorized agent/Advisor or Fidelity at any time to request a copy of the BDSP Disclosure Documents, a Bank List, to obtain the current balances I may have in a Bank or to opt out of a Bank in my list. I may not be able to opt out of all of the Banks in the program.

Cash balances held on my behalf at a Bank(s) earn a rate of interest that will vary over time and can change without prior notice to me. For more information about interest rates I can refer to the BDSP Disclosure Documents. For current interest rates and information about comparable investment options, I can contact my Authorized agent/Advisor or visit *Fidelity.com*.

IMPORTANT: In the event that my total assets at a Bank (including assets held in multiple accounts at Fidelity Brokerage Services or assets that I hold with a Bank(s) outside of the BDSP) exceed the FDIC insurance limits, my assets in excess of FDIC limits are not covered by SIPC or insured by FDIC.

A Bank Deposit Sweep Program is not a security and therefore not SIPC insured. Funds received into an account are immediately covered by SIPC (up to applicable SIPC coverage limits) but once my cash balance is deposited at a Bank(s), it is no longer covered by SIPC (subject to applicable SIPC rules). The deposit is eligible for FDIC insurance subject to FDIC insurance coverage limits and in accordance with FDIC rules. All of the account holder's assets at a Bank, including assets outside the BDSP, will generally be counted toward the FDIC aggregate limit. In accordance with the BDSP Disclosure Documents, customers are responsible for monitoring their total assets at a Bank to determine the extent of available FDIC insurance.

I understand that I am responsible for monitoring my total assets at a Bank(s) including assets held in multiple accounts at Fidelity or assets that I hold with Banks outside of a Bank Deposit Sweep Program to determine the extent of available FDIC insurance. Information regarding deposits at Banks can be found on account statements. All FDIC insurance coverage is in accordance with FDIC rules. For additional information see the Bank Deposit Sweep Program Disclosure Documents.

Amounts in excess of FDIC limits in any Bank, assets held in multiple accounts at Fidelity Brokerage Services or assets that I hold with Banks outside of a Bank Deposit Sweep Program exceed the FDIC insurance limits, my assets in excess of FDIC limits are not covered by SIPC or insured by FDIC. For more information about FDIC insurance coverage, visit the FDIC website at *FDIC.gov* or call 877-ASK-FDIC.

Money Market Overflow Component of the BDSP

Certain events will result in the sweeping of Cash Balances into a money market mutual fund instead of Program Banks—this feature is called the Money Market Mutual Fund Overflow ("MMKT Overflow"). The events for sweeping of funds into the MMKT Overflow may include: if the Program does not have sufficient deposit capacity to accept deposits, or a Program Bank(s) reduces the deposit capacity available to the Program, any Cash Balances that cannot be placed at a bank(s) will then be swept into the MMKT Overflow. The enhanced sweep process between my Account, the Program Deposit Account, and the MMKT Overflow is referred to together as the "Program" and may also be included in the definition of my "Core Transaction Account." The Fidelity Government Money Market: "S" Class fund is the money market mutual fund that will be utilized for the MMKT Overflow (the "MMKT Overflow Fund"). Balances will sweep into the Program Banks as described herein. If, however, the Program Banks are unwilling or unable to accept funds, these funds will be swept to the "MMKT Overflow" rather than the Program Bank(s).

My Program Deposit is also automatically "swept out of" a Program Deposit Account as necessary to satisfy debits in my Account. However, in the event I have Cash Balances in the MMKT Overflow, the Cash Balances will first be debited from the MMKT Overflow Fund, then from Program Banks.

Debits in my Account associated with certain actual or anticipated transactions to generate a debit in my Account during the business day will first be settled using proceeds from the redemption of any shares of the MMKT Overflow Fund first, then withdrawal of Program Deposits that are swept out on such business day. Other debits will be settled using proceeds from redemption of any shares of the MMKT Overflow Fund first, then the withdrawal of Program Deposits that are swept out on the next business day.

In the event that additional capacity becomes available at the Program Banks, any Cash balances in the MMKT Overflow Fund will remain and will not automatically be transferred or rebalanced into newly open and/or available Program Banks. Other than being used to satisfy debits or withdrawals in the account, funds will remain in the MMKT Overflow.

In the event there is a Cash Balance held in the MMKT Overflow, the rate of return for a money market fund is typically shown for a seven-day period. It is typically expressed as an annual percentage rate. It is referred to as the "7-day yield" and may change at any time based on the performance of the investments held by the money market fund. The effective yield on a money market fund reflects the effect of compounding of interest over a one-year period.

In general, a money market mutual fund earns interest, dividends, and other income from its investments, and distributes this income (less expenses) to shareholders as dividends. Each fund may also realize capital gains from its investments, and distributes these gains (less losses), if any, to shareholders as capital gain distributions.

Distributions from a money market fund consist primarily of dividends. A money market fund normally declares dividends daily and pays them monthly. Funds held in the MMKT Overflow begin earning the dividend accruals on the day they are received by the MMKT Overflow Fund and stop accruing dividends on the day they are withdrawn. For additional information on returns of the MMKT Overflow Fund, see the fund's prospectus. The statement for my Account will indicate the balance in my core account including my Program Deposit balance at each Program Bank and MMKT Overflow (if applicable) as of the last business day of each monthly statement period.

If funds are swept from a Program Deposit Account into the MMKT Overflow, such funds will no longer be eligible for FDIC insurance but will be subject to SIPC protection, up to certain limits as further described above. More details about the MMKT Overflow Fund can be found in the MMKT Overflow Fund's prospectus, which will be made available to me when applicable. From time to time, and as part of the management of the Program, if additional deposit capacity becomes

available, Fidelity may periodically sweep funds out of the MMKT Overflow. I will be notified in advance of any MMKT Overflow Fund Rebalance Event. Notice will be provided to me in writing. In addition, the notice will inform me of approximately when such Rebalance Event will be implemented. Continued use of my Account and/or the Program after notice of a Rebalance Event will constitute my consent to such an event and the changes described therein.

The MMKT Overflow Fund is a money market mutual fund offered by Fidelity Management and Research Company ("FMR Co."). FMR Co. will receive management and other fees for assets held in the MMKT Overflow Fund, as more fully described in the fund's prospectus. I will review the BDSP Disclosure Document for more details.

Core Options for Non-U.S. Customers

If Fidelity determines that I am a non-U.S. customer at any point in time after I open this account (e.g., as a result of a subsequent change of address) and I use a core transaction option that is not available to non-U.S. customers, my core account will not operate as described above, but will be subject to the terms and conditions as described below.

If I have an existing account that utilizes any option for my core option other than the Taxable Interest Bearing Option, FCASH, the process of sweeping the Intra-day Free Credit Balance to my core account will be suspended. I will be able to liquidate that position should I elect to do so, I will generally be unable to add to it for so long as Fidelity determines I am a non-U.S. customer, except for automatically reinvested dividends on money market fund positions and the deposit of accrued interest in the case of a bank sweep. As a result, uninvested cash in the Account will be held in the Intra-day Free Credit Balance. I also may be unable to make any change to my core option election, except that I may change my election to the Taxable Interest Bearing Option, if that option is available to me. Should I make that change, my core account will operate as if I had an existing account that utilizes the Taxable Interest Bearing Option.

In the event I hold an offshore fund as my Core Transaction Account that is subject to changes that impact Fidelity's ability to support that fund as the core option, upon notice to Fidelity by the fund that such a change has been imposed, Fidelity will remove the impacted fund from my Core Transaction Account and I will hold that fund as a non-core position in my account. Any future core transaction sweeps to the impacted money market mutual fund will cease and amounts in my account awaiting reinvestment will be held in a fee credit balance as described in this agreement. The cash available and running collected balance in my account will be reduced by the amount of the value of the impacted money market mutual fund. Payment of debit items from my account will continue to be paid as described in this agreement, but Fidelity may only pay items from a money market fund that has imposed a liquidity fee as part of that payment process after the other sources are attempted. Fidelity and/or my Authorized agent/Advisor will help facilitate the selection of a different Core Transaction Account.

Should Fidelity determine I am no longer a non-U.S. customer, if my account was subject to a suspension, this suspension will be lifted, the Intra-day Free Credit Balance will be swept to my core account and held in the core option that I selected or defaulted into, and on a going-forward basis my account will operate as otherwise described herein.

Credits to My Account

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

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

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

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

If I Utilize a Fidelity Money Market Fund as My Core Position

If I utilize a Fidelity money market fund as my core position, the Intra-day Free Credit Balance, if any, generated by activity occurring prior to the market close each business day (or 4:00 p.m. ET on business days when the market is closed and the Fedwire Funds Service is operating) is automatically swept into my core account and invested in my core position at the market close.

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

If I Utilize the BDSP as My Core Position

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

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

The total amount of the Evening Bank Sweep and the Morning Bank Sweep is referred to as my Cash Balance. In the morning of the business day of the Morning Bank Sweep, my Cash Balance will be deposited in an FDIC-insured interest-bearing account (a "Program Deposit Account") at one or more participating banks (each, a "Program Bank"). The amounts on deposit are collectively referred to as my Program Deposits, and Program Deposits are eligible for FDIC insurance. My Program Deposit will earn interest, provided that the accrued interest for a given day is at least one cent.

If I Utilize the Interest Bearing Option (FCASH) as My Core Position

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

Each check or Automated Clearing House deposit (ACH) deposited is promptly credited to my account. However, the money may not be available to use until up to six business days later, and Fidelity may decline to honor any debit that is applied against the money before the deposited check or ACH has cleared. If a deposited check or ACH does not clear, the deposit will be removed from my account, and I am responsible for returning any interest I received on it. Note that Fidelity only can accept checks denominated in U.S. dollars and drawn on a U.S. bank account (including a U.S. branch of a foreign bank). In addition, if Fidelity has reason to believe that assets were incorrectly credited to my account, Fidelity may restrict such assets and/or return such assets to the account from which they were transferred.

Debits to My Account

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

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

I agree that the Core Transaction Account shall be automatically redeemed to satisfy debit balances in the securities account, check usage, electronic funds transfers, overdrafts, and other authorized debit items.

If I so elect, and upon my instructions, monies representing the redemption of Core Transaction Account shares may be transferred to a bank account designated by me. Such monies shall be submitted, at Fidelity's election, via the Federal Reserve wire system or an automated clearinghouse system.

I hereby ratify any instructions given on this account and any account of another Fidelity fund into or from which I exchange and agree that neither you nor the fund's transfer agent will be liable for any loss, cost, or expense for acting upon such instructions (by telephone or writing) believed by you or them to be genuine and in accordance with the procedures described in the fund prospectus. I understand that it is my responsibility to read the prospectus of any other Fidelity or non-Fidelity fund into which I purchase or exchange.

I understand certain fees may be applicable for services, that you may change the amount of the fees, and that the Core Transaction Account will assume various charges in connection with the account.

Fidelity Management & Research Company will receive a fee for serving as investment advisor to the Fidelity Funds. I further understand that for any special services that are not part of your regular account and that are requested by me or my Authorized agent(s)/Advisor(s) and performed by you, I will pay your customer service charges. If I select a money market fund, it is a request for a prospectus which will be sent to me or will be available on *Fidelity.com*. Making the first investment into that fund is my acknowledgment that I have received and read a prospectus for that fund.

36. Choice of Marketplace

In the absence of specific instructions from me, when securities may be traded in more than one marketplace, Fidelity may use its discretion in selecting the market in which to place my order.

37. Payment for Order Flow

Fidelity transmits customer orders for execution to various exchange 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 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 me on an annual basis.

Fidelity receives 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.

* **Note:** Orders placed through any telephone, electronic, or online trading systems cannot specify a particular market center for execution.

38. 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 immediately after its 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 address in conjunction with the paper or electronic delivery preference on the account and be deemed to have been received by me at such address.

39. 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 us 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.

40. 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/Advisor in lieu of sending them to me directly. 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/Advisor. I acknowledge my Authorized agent/Advisor 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 my securities account; all purchases of merchandise, services and cash advances made with the check or debit card; redemption checks; the number of fund shares that were purchased or redeemed for me; and electronic funds transfers and monthly fees assessed. By authorizing Fidelity to deliver prospectuses to my Authorized agent/Advisor 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/Advisor.

41. Purchase of Precious Metals

I understand and acknowledge that precious metals and other collectibles within the meaning of Internal Revenue Code Section 408(m) may not be purchased in retirement accounts except as otherwise permitted by ERISA and the Internal Revenue Code. If I direct Fidelity to purchase eligible gold, silver and platinum coins for me, I understand the following: a) The SIPC does not provide protection for precious metals. However, metals stored through Fidelity are insured by the depository at market value. b) Precious metals investments can involve substantial risk, as prices can change rapidly and abruptly. Therefore, an advantageous purchase or liquidation cannot be guaranteed. c) If I take delivery of my metals, I am subject to delivery charges and applicable sales and use taxes. To the extent that collectibles, including precious metals, are held in an underlying trust or other investment vehicle such as an exchange traded fund, it is my responsibility to determine whether or not such an investment is appropriate for an IRA or retirement plan account and whether the acquisition of such investment may result in a taxable distribution from the IRA or retirement plan account under Section 408(m).

42. Callable Securities Lottery

When street name or bearer securities held for me are subject to a partial call or partial redemption by the issuer, Fidelity may or may not receive an allocation of called/redeemed securities by the issuer, transfer agent and/or depository. If Fidelity is allocated a portion of the called/redeemed securities, Fidelity utilizes an impartial lottery allocation system, in accordance with applicable rules, that randomly selects the securities within customer accounts that will be called/redeemed. Fidelity's allocations are not made on a pro rata basis and it is possible for me to receive a full or partial allocation, or no allocation. I have the right to withdraw uncalled fully paid securities at any time prior to the cutoff date and time established by the issuer, transfer agent and/or depository with respect to the partial call. A more detailed description of the Lottery Process may be accessed by visiting Fidelity.com/callable-securities. You may also request a hard copy of the Lottery Process by writing to National Financial Services LLC, P.O. Box 770001, Cincinnati, OH 45277.

43. Fractional Share Trading

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

Trading

Orders to buy or sell may be entered using either a fractional share quantity (e.g., 2.525 shares) or a dollar value (e.g., $250.00). Share quantities can be specified to three decimal places (.001). Dollar-value orders will be converted into share quantities for execution, again, to three decimal places. In all cases, when converting dollar-value orders into share quantities, the share quantities will be rounded down. For a variety of reasons, including but not limited to this conversion convention, the actual amount of an executed dollar-value trade may be different from the requested amount. The actual amount of an executed order to buy or sell a dollar value of a security may also be lower than the amount requested due to the deduction of certain commissions, fees (e.g., the Additional Assessment), or taxes. Commissions are calculated on a per order basis and/or based on the number of shares traded. Fractional shares will be treated as whole shares for the commission calculation and any applicable commission charges will apply. I can contact my Authorized agent/Advisor for more information on the commissions and fees that apply to my account. Orders received in good form by Fidelity Brokerage Services LLC (FBS) will be accepted and transmitted to National Financial Services LLC (NFS) for execution. I may attempt to cancel an order, but there is no ability to request that an order be "cancelled and replaced" (i.e., I cannot modify an order once it has been submitted). Instead, I will need to cancel my order and then submit a new one. Fractional Trading supports market and limit orders only for fractional share quantities of a security that are good for that day's trading session, or in the case of an order entered outside of market hours, that are good until the close of the next trading session. Because of this, my ability to buy or sell a security using Fractional Trading may be more restricted than if I were to buy or sell traditional whole share quantities of the same security. In the event of a trading halt of a security, Fractional Trading of that security will also be halted, and my order will be held until trading resumes. However, my order is good only for that day's trading session, or in the case of an order entered outside of market hours, good until the close of the next trading session. If trading does not resume or my order is not executed by the close of that day's Fractional Trading window, it will be cancelled. I can generally trade exchange-listed National Market System ("NMS") stocks using the Fractional Trading functionality. However, certain NMS stocks may not be made available for Fractional Trading, and Fidelity reserves the right to modify the list of eligible NMS stocks at any time without notice to me. Any modification to the list of eligible NMS stocks available for Fractional Trading will not affect any fractional share interests previously acquired by me. Additionally, I may not be able to place trades through some of Fidelity's order entry platforms (e.g., Fractional Trading may be available via mobile device and on *Fidelity.com* but not through the live representative channel, or if I work with an investment adviser or Family Office, may not be available through those representatives or the platforms they use).

Trade Execution

FBS will act as my agent and NFS will act in either a principal, riskless principal, or a mixed capacity (i.e., both as agent and principal) when executing my order. The whole share component of any order will be executed by NFS as agent at the price NFS receives in the market. The fractional share component of any order will be executed by NFS as principal or riskless principal against its principal account. When a fractional share interest is allocated to my account, NFS will maintain custody of the whole share in which I have the fractional interest. Any fractional share interest in the whole share not allocated to my account may be allocated to other customers or to NFS as principal. All orders with a fractional share component will be marked "Not Held," which gives Fidelity the time and price discretion to execute the order without being held to the security's current quote. In connection therewith, each time I submit an order to buy or sell a fractional share quantity or dollar amount of a particular security, I authorize NFS to "work the order." If I do not wish my order to be handled on a Not Held basis, I should not engage in Fractional Trading. In the case of a sale of the fractional component of any order, that sale will be executed at the then current National Best Bid or Offer ("NBBO"). I am aware that this price may be higher or lower than the price at the time I place my order. In the case of a purchase of the fractional component of any order, if NFS has sufficient principal inventory, that purchase will also be executed at the then current NBBO. However, if NFS does not have sufficient principal inventory, that purchase will be executed at the price received in the market. For orders placed prior to market open, Fidelity may wait for the primary exchange to open before commencing trading in a particular security. When trading as principal for its own account, NFS may make a profit or incur a loss on each trade. Additionally, NFS may be required to correct or adjust trades that (for a variety of reasons) have been executed in amounts that either exceed or fall short of the amounts requested. These trade corrections and adjustments could arise in connection with either or both of the agency and principal components of the executed orders. Regardless, these trade corrections and adjustments will be executed by NFS in a principal capacity, and when trading as principal for its own account, NFS may make a profit or incur a loss.

Shareholder Rights

Fractional share interests in an NMS security generally have different rights from full share interests of the same NMS security. I will read the following information carefully to understand my rights regarding my fractional share interests. Fractional share positions cannot be transferred or certificated. The Automated Customer Account Transfer System does not support fractional share positions. If I want to transfer my account or specific share positions to another broker, I must sell my fractional positions and transfer the cash proceeds. I hereby direct NFS, and NFS

hereby agrees, not to vote or take any discretionary or voluntary action with respect to any fractional share position. Furthermore, I acknowledge that I cannot vote or take any discretionary or voluntary action with respect to any fractional share position. Accordingly, while NFS may notify me of issuer meetings, NFS will not solicit proxies in connection with fractional share positions, and neither my Authorized agent/ Advisor nor I can vote proxies for fractional share positions. Fractional shareholders will not be able to provide instruction in connection with voluntary corporate actions (e.g., tenders), except for optional dividends; and NFS will not vote proxies for any fractional shares it holds as principal and will not affirmatively participate in any voluntary corporate actions.

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

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

For mandatory reorganizations, such as mergers and acquisitions, or other involuntary corporate actions, such as stock splits or stock dividends, typically NFS will distribute interests in proportion to my ownership interest, inclusive of fractional share interests. NFS will distribute interests in fractional amounts to three decimal places. Amounts smaller than that, or nondivisible amounts, will be handled in accordance with the process described in the section titled "Undistributable Interests" below. The foregoing notwithstanding, these situations are in all cases subject to the terms contained in the materials prepared by the issuer describing the corporate action, as well as NFS's applicable policies and procedures, which may result in a different outcome from what is described herein. Because of the unpredictable nature of corporate actions, there may be situations that arise that are not described previously. Generally, these situations will be handled in accordance with the concepts applicable to dividends and reorganizations. Interests will be divided and distributed where possible in proportion to my ownership interest, and anything that cannot be divided will be handled in accordance with the process described in the section titled "Undistributable Interests" below. The foregoing notwithstanding, these situations are in all cases subject to the terms contained in the materials prepared by the issuer describing the corporate action, as well as NFS's applicable policies and procedures, which may result in a different outcome from what is described above.

Undistributable Interests

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

Tax Treatment

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

Additional Considerations

Fractional share positions may be illiquid. NFS does not guarantee that there will be a market for fractional share positions and makes no representations or warranties about its ability or willingness to continue to trade as principal in fractional share quantities. If my account is closed, my fractional shares may be liquidated and the proceeds distributed to me as cash. The fractional share component of certain orders may not be eligible for "Price Improvement." Also, Price Improvement will operate differently, and in some situations less advantageously, in connection with Fractional Trading from the way it would if I were trading in whole share quantities. Additionally, because in certain situations Price Improvement on the fractional share component of an order will affect the execution price rather than the share quantity of an order, the effect of the improvement on a dollar-value order in those situations will be to increase or decrease the value of the order outside of what was requested. If my account has been approved for margin, notwithstanding the terms of the Customer Agreement, Fidelity will not lend (hypothecate) my fractional share positions. When I place an order to sell or transfer my whole share position, Fidelity will auto-liquidate the residual fractional shares on the business day following the sell or transfer of the whole shares and may receive an execution price that is higher or lower than the price received for the whole shares. Liquidation details will be available on customer statements. The first time I place an order to buy or sell a security using the Fractional Trading functionality, Fidelity will turn off the auto-liquidate feature in my account so that going forward, those positions will be handled like any other fractional share position acquired using Fractional Trading (i.e., I will need to affirmatively sell those fractional share positions if I wish to sell my entire position in that security).

44. 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(s)/ Advisor(s) 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 my successors and assigns, and this agreement shall be binding upon my heirs, executors, administrators, successors, and assigns.

45. 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.

46. 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.

47. Termination of Account

This Agreement may be terminated in accordance with the terms and conditions set forth in the Premiere Select IRA, Premiere Select Roth IRA and Fidelity SIMPLE IRA Custodial Agreements, or the Defined Contribution Retirement Plan Document No. 04 and the Defined Contribution Retirement Plan Trust Agreement, as applicable. My final instructions on record with Fidelity will be applied to any residuals or interest accruals after termination of my account.

My account balance and certain uncashed checks issued from my account may be transferred to a state unclaimed property administrator if no activity occurs in the account or the check remains outstanding within the time period specified by the applicable state law. If my account is a retirement account, such a transfer may be treated as a distribution from the account to me per applicable tax requirements. Fidelity may liquidate securities if I do not have sufficient cash to meet any tax withholding obligations.

Texas Residents only: In accordance with Texas House Bill 1454, I, as an account owner, may designate a representative for the purpose of receiving a due diligence notice. If I add a designated representative, Fidelity is required to mail the written notice upon presumption of abandonment to the representative, in addition to mailing the notice to me, the account owner.

46. Termination of Authorizations

The authorizations I have granted in this Application and Agreement are continuing ones 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 resulting from any transaction initiated before receipt of the revocation. Furthermore, it is understood that the authorizations and indemnity are in addition to, and in no way restrict, 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 any 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; and unless Fidelity notifies me otherwise, my account will become a Fidelity retail brokerage account, the fees, commissions, and other features applicable to my account will change as a result, and I can view the Fidelity retail brokerage account fees and commissions, as well as the applicable Form CRS, on *Fidelity.com*, or obtain them from Fidelity by calling 800-343-3548.

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

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

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

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

All controversies that may arise between 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; or who is a member of a putative class action who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; or (ii) the class is decertified; or (iii) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein.

SIMPLE-IRA Custodial Agreement

The participant whose name appears on the accompanying Application is establishing a savings incentive match plan for employees of small employers' individual retirement account (SIMPLE-IRA) under Sections 408(a) and 408(p) of the Internal Revenue Code to provide for his or her retirement and for the support of his or her beneficiaries after death. The Custodian named on the accompanying Application has given the participant the Disclosure Statement required under Regulations Section 1.408-6. The participant and the Custodian make the following Agreement:

Article I

The Custodian will accept cash contributions made on behalf of the participant by the participant's employer under the terms of a SIMPLE-IRA plan described in Section 408(p). In addition, the Custodian will accept transfers or rollovers from other SIMPLE-IRAs of the participant and, after the 2-year period of participation defined in section 72(t)(6), transfers or rollovers from any eligible retirement plan (as defined in section 402(c)(8)(B)) other than a Roth IRA or a designated Roth account. No other contributions will be accepted by the Custodian.

Article II

The participant's interest in the balance in the Custodial Account is nonforfeitable.

Article III

1. No part of the Custodial Account funds may be invested in life insurance contracts, nor may the assets of the Custodial Account be commingled with other property except in a common trust fund or common investment fund (within the meaning of Section 408(a)(5)).
2. No part of the Custodial Account funds may be invested in collectibles (within the meaning of Section 408(m)) except as otherwise permitted by Section 408(m)(3), which provides an exception for certain gold, silver, and platinum coins, coins issued under the laws of any state, and certain bullion.

Article IV

1. Notwithstanding any provision of this agreement to the contrary, the distribution of the participant's interest in the Custodial Account shall be made in accordance with the following requirements and shall otherwise comply with Section 408(a)(6) and the regulations thereunder, the provisions of which are herein incorporated by reference.
2. The participant's entire interest in the Custodial Account must be, or begin to be, distributed not later than the participant's required beginning date, April 1 following the calendar year in which the participant reaches age 70½. By that date, the participant may elect, in a manner acceptable to the Custodian, to have the balance in the Custodial Account distributed in:
   (a) A single sum or
   (b) Payments over a period not longer than the life of the participant or the joint lives of the participant and his or her designated beneficiary.
3. If the participant dies before his or her entire interest is distributed to him or her, the remaining interest will be distributed as follows:
   (a) If the participant dies on or after the required beginning date and:
      (i) the designated beneficiary is the participant's surviving spouse, the remaining interest will be distributed over the surviving spouse's life expectancy as determined each year until such spouse's death, or over the period in paragraph (a)(iii) below if longer. Any interest remaining after the spouse's death will be distributed over such spouse's remaining life expectancy as determined in the year of the spouse's death and reduced by 1 for each subsequent year, or, if distributions are being made over the period in paragraph (a)(iii) below, over such period.
      (ii) the designated beneficiary is not the participant's surviving spouse, the remaining interest will be distributed over the beneficiary's remaining life expectancy as determined in the year following the death of the participant and reduced by 1 for each subsequent year, or over the period in paragraph (a)(iii) below if longer.
      (iii) there is no designated beneficiary, the remaining interest will be distributed over the remaining life expectancy of the participant as determined in the year of the participant's death and reduced by 1 for each subsequent year.
   (b) If the participant dies before the required beginning date, the remaining interest will be distributed in accordance with (i) below or, if elected or there is no designated beneficiary, in accordance with (ii) below:
      (i) The remaining interest will be distributed in accordance with paragraphs (a)(i) and (a)(ii) above (but not over the period in paragraph (a)(iii), even if longer), starting by the end of the calendar year following the year of the participant's death. If, however, the designated beneficiary is the participant's surviving spouse, then this distribution is not required to begin before the end of the calendar year in which the participant would have reached age 70½. But, in such case, if the participant's surviving spouse dies before distributions are required to begin, then the remaining interest will be distributed in accordance with (a)(ii) above (but not over the period in paragraph (a)(iii), even if longer), over such spouse's designated beneficiary's life expectancy, or in accordance with (ii) below if there is no such designated beneficiary.
      (ii) The remaining interest will be distributed by the end of the calendar year containing the fifth anniversary of the participant's death.
4. If the participant dies before his or her entire interest has been distributed and if the designated beneficiary is not the participant's surviving spouse, no additional contributions may be accepted in the Account.
5. The minimum amount that must be distributed each year, beginning with the year containing the participant's required beginning date, is known as the "required minimum distribution" and is determined as follows:
   (a) The required minimum distribution under paragraph 2(b) for any year, beginning with the year the participant reaches age 70½, is the participant's Account value at the close of business on December 31 of the preceding year divided by the distribution period in the uniform lifetime table in Regulations Section 1.401(a)(9)-9. However, if the participant's designated beneficiary is his or her surviving spouse, the required minimum distribution for a year shall not be more than the participant's Account value at the close of business on December 31 of the preceding year divided by the number in the joint and last survivor table in Regulations Section 1.401(a)(9)-9. The required minimum distribution for a year under this paragraph (a) is determined using the participant's (or, if applicable, the participant and spouse's) attained age (or ages) in the year.
   (b) The required minimum distribution under paragraphs 3(a) and 3(b)(i) for a year, beginning with the year following the year of the participant's death (or the year the participant would have reached age 70½, if applicable under paragraph 3(b)(i)) is the Account value at the close of business on December 31 of the preceding year divided by the life expectancy (in the single life table in Regulations Section 1.401(a)(9)-9) of the individual specified in such paragraphs 3(a) and 3(b)(i).
   (c) The required minimum distribution for the year the participant reaches age 70½ can be made as late as April 1 of the following year. The required minimum distribution for any other year must be made by the end of such year.
6. The owner of two or more IRAs (other than Roth IRAs) may satisfy the minimum distribution requirements described above by taking from one IRA the amount required to satisfy the requirement for another in accordance with the regulations under Section 408(a)(6).

Article V

1. The participant agrees to provide the Custodian with all information necessary to prepare any reports required by Sections 408(i) and 408(l)(2) and Regulations Sections 1.408-5 and 1.408-6.
2. The Custodian agrees to submit to the Internal Revenue Service (IRS) and participant the reports prescribed by the IRS.
3. The Custodian also agrees to provide the participant's employer the summary description described in Section 408(l)(2) unless this SIMPLE IRA is a transfer SIMPLE IRA.

Article VI

Notwithstanding any other articles that may be added or incorporated, the provisions of Articles I through III and this sentence will be controlling. Any additional

articles inconsistent with Sections 408(a) and 408(p) and the related regulations will be invalid.

Article VII

This agreement will be amended as necessary to comply with the provisions of the Code and the related regulations. Other amendments may be made with the consent of the participant and the Custodian.

Article VIII

1. Definitions. The following definitions shall apply to terms used in this Agreement:

(a) "Account" or "Custodial Account" means the custodial account established hereunder for the benefit of the Depositor to receive contributions under a SIMPLE-IRA plan described in Section 408(p) of the Code.

(b) "Agreement" means the Fidelity SIMPLE-IRA Custodial Agreement and Disclosure Statement, as may be amended from time to time, including the information and provisions set forth in any Application that goes with this Agreement. This Agreement, including the Application and any designation of Beneficiary filed with the Custodian, may be proved either by an original copy or by a reproduced copy thereof, including, without limitation, a copy reproduced by photocopying, facsimile transmission, electronic record, or electronic imaging.

(c) "Account Application" or "Application" shall mean the Application and the accompanying instructions, as may be amended from time to time, by which this Agreement is established between the Depositor and the Custodian. The statements contained therein shall be incorporated into this Agreement.

(d) "Applicable Limit" shall mean the annual elective deferral limit as determined in accordance with the following schedule. Employees who will not have attained age 50 before the end of the Plan Year may contribute up to $12,500 per year for 2018 and $13,000 per year for 2019. This limit may be adjusted from time to time, in multiples of $500, by the Secretary of the Treasury in accordance with Section 408(p)(2)(E) of the Code for increases in the cost of living. Employees who will have attained age 50 before the end of the Plan Year may exceed the aforementioned limits by a catch-up contribution amount of up to $3,000 per year for 2018 and 2019. The additional limit may also be adjusted from time to time, in multiples of $500, for increases in the cost of living.

(e) "Authorized Agent" means the person or persons authorized by the Depositor (or following the death of the Depositor, the Beneficiary) in a form and manner acceptable to the Custodian to purchase or sell Shares or Other Funding Vehicles in the Depositor's (or following the death of the Depositor, the Beneficiary's) Account and to perform such other duties and responsibilities on behalf of the Depositor (or following the death of the Depositor, the Beneficiary) as set forth under this Agreement. The Custodian shall have no duty to question the authority of any such Authorized Agent.

(f) "Beneficiary" shall mean the person(s) or entity (including a trust or estate, in which case the term may mean the trustee or personal representative acting in their fiduciary capacity) designated as such by the Depositor (or, following the death of the Depositor, designated as such by a Beneficiary) (i) in a manner acceptable to and filed with the Custodian pursuant to Article VIII, Section 7, of this Agreement, or (ii) pursuant to the default provisions of Article VIII, Section 7, of this Agreement.

(g) "Code" shall mean the Internal Revenue Code of 1986, as amended.

(h) "Company" shall mean FMR LLC, a Delaware corporation, or any successor or affiliate thereof to which FMR LLC may, from time to time, delegate or assign any or all of its rights or responsibilities under this Agreement.

(i) "Conversion Amount" shall mean all or any part of a distribution from the Account that is deposited in a Roth IRA.

(j) "Custodian" shall mean Fidelity Management Trust Company or its successor(s) or affiliates. Custodian shall include any agent of the Custodian as duly appointed by the Custodian.

(k) "Depositor" or "Participant" means the person named in the Account Application.

(l) "Election Period" shall mean the 60-day period immediately preceding January 1 of a calendar year. For the initial Plan Year, the Election Period shall mean the 60-day period that precedes or runs concurrent with the Effective Date of the Plan or the day plan notice is provided to each Eligible Employee, if later. In the case of an employee who becomes an Eligible Employee other than at the beginning of the calendar year because i) the Employer has not elected a prior year compensation requirement in the Adoption Agreement, ii) the employee satisfied the prior year's compensation requirement during a prior period of employment with the Employer, or iii) the plan is first effective after the beginning of the calendar year, the Election Period shall begin on the day plan notice is provided to the employee and shall include either the day the employee becomes eligible or the day before that date.

(m) Employer" means the sole proprietorship, partnership, corporation or other entity named in the Account Application, or any successor or predecessor to it, or any other Employer that contributed to a SIMPLE plan on behalf of the Depositor.

(n) "Investment Company Shares" or "Shares" shall mean shares of stock, trust certificates, or other evidences of interest (including fractional shares) in any corporation, partnership, trust, or other entity registered under the Investment Company Act of 1940 (i) for which Fidelity Management & Research Company, a Massachusetts corporation, or its successors or affiliates, serves as investment advisor.

(o) "Money Market Shares" shall mean any Investment Company Shares that are issued by a money market mutual fund.

(p) "Other Funding Vehicles" shall include (i) all marketable securities traded over the counter or on a recognized securities exchange that are eligible for registration on the book entry system maintained by Depository Trust Company ("DTC") or its successors; (ii) if permitted by the Custodian, interest-bearing accounts including those of the Custodian, and such other non-DTC-eligible assets (but not including futures contracts) that are permitted to be acquired under a Custodial Account pursuant to Section 408(a) of the Code and which are acceptable to the Custodian. Notwithstanding the above, the Custodian reserves the right to refuse to accept and hold any specific asset. All assets of the Custodial Account shall be registered in the name of the Custodian or its nominee, but such assets shall generally be held in an Account for that the records are maintained on a proprietary recordkeeping system of the Company.

(q) "Plan Year" shall mean the calendar year.

(r) "SIMPLE" shall mean a Savings Incentive Match Plan for Employees, as defined in Section 408(p) of the Code, under which salary reduction contributions and Employer matching contributions or Employer nonelective contributions may be made.

2. Investment of Contributions.

Contributions to the Account may only be invested in Investment Company Shares, and shall be invested as described below. Notwithstanding the foregoing, if permitted by the Custodian, assets in the Account may be invested in Other Funding Vehicles. Notwithstanding the above, the Custodian reserves the right to refuse to accept and hold any specific asset, including tax-free investment vehicles. Contributions shall be invested as follows:

(a) *General*. All contributions (including transfer of assets) to the Account shall be invested in accordance with the Depositor's instructions in the Application or as the Depositor, the Depositor's Authorized Agent, or the Depositor's Employer directs in a form and manner acceptable to the Custodian, and with subsequent instructions given by the Depositor or the Depositor's Authorized Agent (or, after the death of the Depositor, the Beneficiary) or the Depositor's Employer, as the case may be, to the Custodian in a form and manner acceptable to the Custodian. By giving such instructions to the Custodian, such person will be deemed to have acknowledged receipt of the then-current prospectus, disclosure document, or offering circular for any Investment Company Shares or Other Funding Vehicles in which the Depositor (or the Depositor's Authorized Agent or Beneficiary) or the Depositor's Employer, as the case may be, directs the Custodian to invest assets in the Account. All charges incidental to carrying out such instructions shall be charged and collected in accordance with Article VIII, Section 18. Notwithstanding the foregoing, if permitted by the Custodian and if the Employer has designated the Custodian to serve as a designated financial institution under Section 408(p)(7) of the Code in the manner prescribed by the Internal Revenue Service, and the Custodian has accepted such designation as evidenced by written acceptance mailed to the Employer, the Custodian shall not be obligated to invest any contributions to the Custodial Account that the Custodian has been advised will be transferred without cost or penalty to the Depositor to another SIMPLE-IRA (or, if the two-year (2-year) period beginning on the date contributions were first made to a Depositor's SIMPLE-IRA Employer (the "two-year period") has elapsed, to another IRA) in Other Funding Vehicles or Investment Company Shares, unless such Shares are Money Market Shares designated by the Custodian.

(b) *Initial Contribution*. The Custodian will invest all contributions promptly after the receipt thereof. However, the Custodian shall not be obligated to invest the Depositor's initial contribution to this Custodial Account as indicated on the Application, until at least seven (7) calendar days have elapsed from the date of acceptance of the Application by or on behalf of the Custodian. The Depositor shall be deemed to have received a copy of the Disclosure Statement that accompanies this Agreement unless a request for revocation is made to the Custodian within seven (7) calendar days following the acceptance of the Application by or on behalf of the Custodian, as evidenced by notification to the Depositor (or following the death of the Depositor, the Beneficiary) in a form and manner acceptable to the Custodian.

(c) *Incomplete, Unclear, or Unacceptable Instructions*. If the Custodial Account at any time contains an amount as to which investment instructions

in accordance with this Section 2 have not been received by the Custodian, or if the Custodian receives instructions as to an investment selection or allocation that are, in the opinion of the Custodian, incomplete, not clear, or otherwise not acceptable, the Custodian may request additional instructions from the Depositor (or the Depositor's Authorized Agent, or the Beneficiary) or the Depositor's Employer. Pending receipt of such instructions, any cash may (i) remain uninvested pending receipt by the Custodian of clear investment instructions from the Depositor (or the Depositor's Authorized Agent, or, after the death of the Depositor, the Beneficiary) or the Depositor's Employer, (ii) be invested in Money Market Shares or other core account investment vehicle, or (iii) be returned to the Depositor or the Depositor's Employer, as the case may be, and any other investment may remain unchanged. The Custodian shall not be liable to anyone for any loss resulting from delay in investing such an amount or in implementing such instructions. Notwithstanding the above, the Custodian may, but need not, for administrative convenience maintain a balance of up to $100 of uninvested cash in the Custodial Account.

(d) *Minimum Investment*. Any other provision herein to the contrary notwithstanding, the Depositor (or the Depositor's Authorized Agent, or, after the death of the Depositor the Beneficiary) or the Depositor's Employer may not direct that any part or all of the Custodial Account be invested in Investment Company Shares or in Other Funding Vehicles unless the aggregate amount to be invested is at least such amount as the Custodian shall establish from time to time.

(e) *No Duty*. The Custodian shall not have any duty to question the directions of the Depositor (or the Depositor's Authorized Agent, or the Beneficiary) or the Depositor's Employer, as the case may be, in the investment or ongoing investment of the Custodial Account or to advise the Depositor (or the Authorized Agent, or the Beneficiary) or the Depositor's Employer, as the case may be, regarding the purchase, retention, withdrawal, or sale of assets credited to the Custodial Account. The Custodian, or any of its affiliates, successors, agents, or assigns shall not be liable for any loss that results from the Depositor's (or the Depositor's Authorized Agent, or the Beneficiary) or Depositor's Employer's exercise of control (whether by his or her action or inaction) over the Custodial Account, or any loss that results from any directions received from the Depositor (or the Depositor's Authorized Agent, or the Beneficiary) or the Depositor's Employer with respect to SIMPLE IRA assets.

3. Types of Contributions. Only SIMPLE contributions shall be made to a SIMPLE-IRA, and, with the exception of Rollover Contributions, which are more fully described below, such contributions are limited to the following:

(a) *Salary Reduction Contributions*. Each Depositor who is an eligible employee under the Employer's SIMPLE-IRA Plan must be permitted to make salary reduction contributions if he or she so elects. A salary reduction contribution is a contribution, generally expressed as a percentage of compensation, that an employee elects to have contributed to his or her SIMPLE-IRA instead of receiving that amount in cash. The Employer may permit the Depositor to express the amount of his or her salary reduction contribution as a specific dollar amount. Salary reduction contributions cannot exceed the Applicable Limit per Plan Year. The Depositor may cease salary reduction contributions at any time by notifying the Employer. Salary reduction contributions include catch-up contributions pursuant to Section 414(v) of the Code for Depositors age 50 or older.

(b) *Catch-Up Contributions*. Eligible Employees who have attained age 50 before the close of the Plan Year are eligible to make catch-up contributions to the Account in accordance with and subject to the limitations of Section 414(v) of the Code. Catch-up contributions are not taken into account for purposes of determining the limits under Sections 402(g), 408(p), or 415 of the Code.

(c) *Employer Matching Contributions*. An Employer is generally required to make a matching contribution on behalf of each eligible employee in an amount equal to the Depositor's salary reduction contributions, up to 3% of the Depositor's compensation for the applicable Plan Year. The Employer can elect to reduce this matching contribution to not less than 1%, provided notification is provided by the Employer of the Employer's intention to reduce this limit within a reasonable period of time before the Election Period for that Plan Year, and such a reduction in matching contributions has not occurred in more than two out of the last five years that ends with (and includes) the Plan Year for which the election is effective. The maximum Employer Matching contribution that can be made is the Applicable Limit. The Custodian shall not be responsible for determining the amount of any matching contribution made on behalf of the Depositor, nor shall the Custodian be responsible to recommend or compel any Employer contributions to the Account. The disposition of excess matching contributions will be made in accordance with instructions from the Depositor (or the Depositor's Authorized Agent, or, after the death of the Depositor, the Beneficiary) or the Depositor's Employer, as the case may be, to the Custodian in a form and manner acceptable to it. If you, as Depositor, are 50 years of age or older, your Employer must generally match any catch-up contributions you make up to the limits described herein.

(d) *Employer Nonelective Contributions*. Instead of making a matching contribution, an Employer may make a nonelective contribution equal to 2% of each eligible employee's compensation, without regard to whether the employee was making salary reduction contributions for the applicable calendar year. The compensation that is taken into account for this 2% nonelective contribution is limited to $200,000, as may be adjusted by the IRS for cost of living increases in accordance with Section 401(a)(17) of the Code. Eligible employees must be notified by the Employer that a 2% nonelective contribution will be made instead of a matching contribution within a reasonable period of time before the Election Period. The Custodian shall not be responsible for determining the amount of any nonelective contribution made on behalf of the Depositor, nor shall the Custodian be responsible to recommend or compel any Employer contributions to the Account. The disposition of excess nonelective contributions will be made in accordance with instructions from the Depositor (or the Depositor's Authorized Agent, or, after the death of the Depositor, the Beneficiary) or the Depositor's Employer, as the case may be, to the Custodian in a form and manner acceptable to it.

4. Timing of Contributions. An Employer matching or nonelective contribution is deemed to have been made on the last day of the preceding taxable year if the contribution is made by the deadline for filing the Employer's income tax return (including extensions) for the taxable year that includes the last day of the Plan Year for which the contributions are made, or such later date as may be determined by the Department of the Treasury or the IRS. Salary reduction contributions are made prospectively on a calendar year basis, and must be contributed to a Depositor's Account, in a form and manner acceptable to the Custodian, as soon as such contributions can reasonably be segregated from the Employer's general assets, but in no event later than 30 calendar days following the last day of the month in which amounts were withheld from the Employee's compensation. The Custodian will not be responsible under any circumstances for the timing, purpose, or propriety of any contribution, nor shall the Custodian incur any liability for any tax imposed on account of any contribution.

5. Rollover Contributions. The Custodian will accept for the Custodial Account all rollover contributions from SIMPLE-IRAs that consist of cash, and it may, but shall be under no obligation to, accept all or any part of any other rollover contribution from another SIMPLE-IRA. The Depositor (or the Depositor's Authorized Agent) shall designate each rollover contribution as such to the Custodian, and by such designation shall confirm to the Custodian that a proposed rollover contribution qualifies as a rollover contribution within the meaning of Section 408(d)(3) of the Code. The Depositor (or the Depositor's Authorized Agent) shall provide any information the Custodian may require to properly allocate IRA rollover contributions to the Depositor's Account(s). Submission by or on behalf of a Depositor of a rollover contribution consisting of assets other than cash or property permitted as an investment under this Article VIII shall be deemed to be the instruction of the Depositor to the Custodian that, if such rollover contribution is accepted, the Custodian will use its best efforts to sell those assets for the Depositor's Account, and to invest the proceeds of any such sale in accordance with Section 2. To the extent permitted by law, the Custodian shall not be liable to anyone for any loss resulting from such sale or delay in effecting such sale; or for any loss of income or appreciation with respect to the proceeds thereof after such sale and prior to investment pursuant to Section 2; or for any failure to effect such sale if such property proves not readily marketable in the ordinary course of business. All brokerage and other costs incidental to the sale or attempted sale of such property will be charged to the Custodial Account in accordance with Article VIII, Section 18. In the case of a distribution from a SIMPLE-IRA, such distribution qualifies as a rollover contribution, provided it is deposited timely to another SIMPLE-IRA (or, if the "two year period" has elapsed, to another IRA) or to an employer sponsored plan that accepts such rollovers, and otherwise satisfies the requirements of Section 408(d)(3) of the Code for a rollover contribution.

6. Reinvestment of Earnings. In the absence of instructions pursuant to Section 2, distributions of every nature that are received in respect of the assets in a Depositor's (or following the death of the Depositor, the Beneficiary's) Custodial Account shall be reinvested as described herein:

(a) In the case of a distribution in respect of Investment Company Shares that may be received, at the election of the Depositor, in cash or in additional Shares of such Investment Company, the Custodian shall elect to receive such distribution in additional Shares of that Investment Company.

(b) In the case of a cash distribution that is received in respect of Investment Company Shares, the Custodian shall reinvest such cash in additional Shares of that Investment Company.

(c) In the case of any other distribution of any nature received in respect of assets in the Custodial Account, the distribution shall be liquidated to cash, if necessary, and shall be reinvested in accordance with the Depositor's instructions pursuant to Section 2.

7. Designation of Beneficiary. A Depositor may designate a Beneficiary as follows:

(a) *General*. A Depositor (or following the death of the Depositor, the Beneficiary) may designate a Beneficiary or Beneficiaries at any time, and any such designation may be changed or revoked at any time, by a designation executed by the Depositor (or following the death of the Depositor, the Beneficiary) in a form and manner acceptable to, and filed with, the Custodian; provided, however, that such designation, or change or revocation of a prior designation, shall not be effective unless it is received and accepted by the Custodian no later than nine months after the death of the Depositor (or following the death of the Depositor, the Beneficiary), and provided, further, that such designation, change, or revocation shall not be effective as to any assets distributed or transferred out of the Account (including a transfer to an inherited IRA or Beneficiary Distribution Account) prior to the Custodian's receipt and acceptance of such designation, change, or revocation. Subject to Sections 9 and 10 below, the Custodian may distribute or transfer any portion of the Account immediately following the death of the Depositor (or following the death of the Depositor, the Beneficiary) under the provisions of the designation then on file with the Custodian, and such distribution or transfer discharges the Custodian from any and all claims as to the portion of the Account so distributed or transferred. The latest such designation or change or revocation shall control except as determined by applicable law. If the Depositor had not by the date of his or her death properly designated a primary or contingent Beneficiary in accordance with the preceding sentence, or if no designated primary or contingent Beneficiary survives the Depositor, the Depositor's Beneficiary shall be his or her surviving spouse, but if he or she has no surviving spouse, the Depositor's Beneficiary shall be his or her estate. If the Depositor designates more than one primary or contingent Beneficiary but does not specify the percentages to which such Beneficiary(ies) is entitled, payment will be made to the surviving Beneficiary(ies), as applicable in equal shares. Unless otherwise designated by the Depositor in a form and manner acceptable to the Custodian, if a primary or contingent Beneficiary designated by the Depositor predeceases the Depositor, the Shares and Other Funding Vehicles for which that deceased Beneficiary is entitled will be divided equally among the surviving primary and contingent Beneficiary(ies), as applicable. If the Beneficiary is not a U.S. citizen or other U.S. person (including a resident alien individual) at the time of death, the distribution options and tax treatment available to such Beneficiary may be more restrictive. Unless otherwise designated by the Depositor in a form and manner acceptable to the Custodian, if there are no primary Beneficiaries living at the time of the Depositor's death, payment of the Depositor's Account upon his or her death will be made to the surviving contingent Beneficiaries designated by the Depositor. If a Beneficiary does not predecease the Depositor but dies before receiving his or her entire interest in the Custodial Account, his or her remaining interest in the Custodial Account shall be paid to a Beneficiary or Beneficiaries designated by such Beneficiary(ies) as his or her successor Beneficiary in a form and manner acceptable to, and filed with, the Custodian; provided, however, that such designation is received and accepted by the Custodian in accordance with this section. If no proper designation has been made by such Beneficiary, in accordance with this section, distributions will be made to such Beneficiary's estate. Notwithstanding any provision of this Agreement to the contrary, for purposes of distributions calculated and requested pursuant to Article IV, the designated beneficiary within the meaning of Section 401(a)(9)(E) of the Code shall be the individual designated as such by the Depositor. Notwithstanding any provision of this Agreement to the contrary, unless otherwise designated by the Depositor (or following the death of the Depositor, by a Beneficiary) in a form and manner acceptable to the Custodian, when used in this Agreement or in any designation of Beneficiary received and accepted by the Custodian, the term "per stirpes" shall be construed as follows: if any primary or contingent Beneficiary, as applicable, does not survive the Depositor (or following the death of the Depositor, the Beneficiary), but leaves surviving descendants, any share otherwise payable to such beneficiary shall instead be paid to such beneficiary's surviving descendants by right of representation. In all cases, the Custodian shall be authorized to rely on any representation of facts made by the Depositor, the executor or administrator of the estate of the Depositor, any Beneficiary, the executor or administrator of the estate of any Beneficiary, or any other person deemed appropriate by the Custodian in determining the identity of unnamed Beneficiaries.

(b) *Minors*. If a distribution upon the death of the Depositor (or following the death of the Depositor, the Beneficiary) is payable to a person known by the Custodian to be a minor or otherwise under a legal disability, the Custodian may, in its absolute discretion, make all or any part of the distribution to (i) a parent of such person; (ii) the guardian, conservator, or other legal representative, wherever appointed, of such person; (iii) a Custodial Account established under a Uniform Gifts to Minors Act, Uniform Transfers to Minors Act, or similar act; (iv) any person having control or custody of such person; or (v) to such person directly. Notwithstanding anything in this Agreement to the contrary, if the Account is established for a minor under the provisions of either the Uniform Gifts to Minors Act or the Uniform Transfers to Minors Act (to the extent permitted by the Custodian), the Beneficiary of such Account while so established and maintained shall be the minor's estate or as otherwise determined in accordance with the applicable state Uniform Gifts to Minors Act or Uniform Transfers to Minors Act.

(c) *QTIPS and QDOTS*. A Depositor may designate as Beneficiary of his or her Account a trust for the benefit of his or her surviving spouse that is intended to satisfy the conditions of Sections 2056(b)(7) or 2056A of the Code (a "Spousal Trust"). In that event, if the Depositor is survived by his or her spouse, the following provisions shall apply to the Account, from and after the death of the Depositor until the death of the Depositor's surviving spouse: (i) all of the income of the Account shall, at the direction of the trustee(s) of the Spousal Trust be paid to the Spousal Trust annually or at more frequent intervals as directed by the trustee(s) of such Spousal Trust, and (ii) no person shall have the power to assign any part of the Account to any person or entity other than the Spousal Trust. To the extent permitted by Section 401(a)(9) of the Code, as determined by the trustee(s) of the Spousal Trust, the surviving spouse of a Depositor who has designated a Spousal Trust as his or her Beneficiary may be treated as his or her "designated beneficiary" for purposes of the distribution requirements of that Code section. The Custodian shall have no responsibility to determine whether such treatment is appropriate.

(d) *Judicial Determination*. Anything to the contrary herein notwithstanding, in the event of reasonable doubt respecting the proper course of action to be taken, the Custodian may in its sole and absolute discretion resolve such doubt by judicial determination, which shall be binding on all parties claiming any interest in the Account. In such event, all court costs, legal expenses, reasonable compensation of time expended by the Custodian in the performance of its duties, and other appropriate and pertinent expenses and costs shall be collected by the Custodian from the Custodial Account in accordance with Article VIII, Section 18.

(e) *No Duty*. The Custodian shall not have any duty to question the directions of a Depositor (or the Authorized Agent, or the Beneficiary) as to the time(s) and amount(s) of distributions from the Custodial Account, or to advise him or her regarding the compliance of such distributions with Section 408(a)(6), Section 401(a)(9), Section 2056(b)(7), or Section 2056A of the Code.

8. Payroll Deduction. A Depositor must elect to have salary reduction contributions to his or her Custodial Account made through payroll deduction in a form and manner acceptable to the Custodian. In order to establish payroll deduction, the Depositor must authorize his or her Employer to deduct a fixed percentage (or a fixed dollar amount, if permitted by the Employer) from a pay period's salary up to a total amount of the Applicable Limit per year, as indexed by the Internal Revenue Service to reflect increases in the cost of living, or as may otherwise be reduced by limits imposed under Section 402(g) of the Code. The Custodian shall continue to receive for the Depositor's Account salary reduction contributions until such time as the Depositor's instruction to his or her Employer (with reasonable advance notice) causes such contributions to be modified or to cease.

9. Transfers to or from the Account. Assets held on behalf of the Depositor in another SIMPLE-IRA may be transferred by the trustee or custodian thereof directly to the Custodian, in a form and manner acceptable to the Custodian, to be held in the Custodial Account for the Depositor under this Agreement. The Custodian will not be responsible for any losses the Depositor may incur as a result of the timing of any such transfer from another trustee or custodian that are due to circumstances reasonably beyond the control of the Custodian. Assets held on behalf of the Depositor in the Account may be transferred directly to a trustee or custodian of another SIMPLE-IRA (or, if the two-year period beginning on the date the Depositor first received contributions under the SIMPLE-IRA plan maintained by the Depositor's employer ("the two-year period") has elapsed, to another IRA) established for the Depositor, if so directed by the Depositor in a form and manner acceptable to the Custodian. It shall be the Depositor's responsibility to ensure that the transfer is permissible and that any minimum distribution required by Sections 408(a)(6) and 401(a)(9) of the Code and applicable regulations is satisfied.

10. Distributions from the Account. Distributions from the Account will be made only upon the request of the Depositor (or, with the prior consent of the Custodian, the Depositor's Authorized Agent, or, after the death of the Depositor, the Beneficiary) in such form and in such manner as is acceptable to the Custodian, and will be included in gross income to the extent required by law. Notwithstanding this Section 10 and Section 17 below, the Custodian is empowered to make a distribution absent the Depositor's (or, with the prior consent of the Custodian, the Authorized Agent's, or, following the death of the Depositor, the Beneficiary's) direction if directed to do so pursuant to a court order or levy of any kind, or in the event the Custodian resigns or is removed as Custodian. In such instance, neither the Custodian nor the Company shall in any event incur any liability

for acting in accordance with such court order or levy, or with the procedures for resignation or removal in Section 23 below. For distributions requested pursuant to Article IV, life expectancy shall be calculated based on information provided by the Depositor (or the Depositor's Authorized Agent, or, after the death of the Depositor, his or her Beneficiary,) using the applicable distribution period from a table prescribed by the Internal Revenue Service in regulations or other guidance. The Custodian shall be under no duty to perform any calculations in connection with distributions requested pursuant to Article IV unless otherwise required to do so by the Internal Revenue Service. Notwithstanding the foregoing, at the direction of the Depositor (or following the death of the Depositor, the Beneficiary), and with the consent of the Custodian, the Custodian may perform calculations in connection with such distributions. The Custodian shall not incur any liability for errors in such calculations as a result of its reliance on information provided by the Depositor (or the Depositor's Authorized Agent, or, after the death of the Depositor, his or her Beneficiary). Without limiting the generality of the foregoing, the Custodian is not obligated to make any distribution, including a minimum required distribution as specified in Article IV above, absent a specific direction from the Depositor (or the Depositor's Authorized Agent, or, after the death of the Depositor, the Beneficiary) to do so in a form and manner acceptable to the Custodian, and the Custodian may rely and shall be fully protected in so relying upon any such direction. The Custodian will not, under any circumstances, be responsible for the timing, purpose, or propriety of any distribution made hereunder, nor shall the Custodian incur any liability or responsibility for any tax imposed on account of any distribution or failure to make a required distribution. Notwithstanding anything herein to the contrary, on or before December 31, 2003, a Beneficiary receiving distributions pursuant to Paragraph 3(b)(ii) of Article IV of this Custodial Agreement may generally begin taking distributions over the Beneficiary's remaining life expectancy in accordance with Section 401(a)(9) of the Code and related regulations.

11. Conversion of Distributions from the Account. Generally, the Depositor may convert any or all distributions from the Account for which the two-year period has elapsed beginning on the date you first received contributions under the SIMPLE-IRA plan maintained by your employer, for deposit into a Roth IRA ("Conversion Amount(s)"). However, any minimum distribution from the Account required by Sections 408(a)(6) and 401(a)(9) of the Code and applicable regulations for the year of the conversion cannot be converted to a Roth IRA. The Depositor (or Authorized Agent) shall designate each Conversion Amount as such to the Custodian and by such designation shall confirm to the Custodian that a proposed Conversion Amount qualifies as a conversion within the meaning of Sections 408A(c)(3), 408A(d)(3), and 408A(e) of the Code, except that any conversion contribution shall not be considered a rollover contribution for purposes of Section 408(d)(3)(B) of the Code relating to the one-rollover-per-year rule. Conversions must generally be made by December 31 of the year to which the conversion relates. Conversions made via a 60-day rollover must be deposited in a Roth IRA within 60 days.

12. Recharacterization of Converted Amounts. Amounts converted to a Roth IRA may be transferred ("recharacterized") via a trustee-to-trustee transfer to the Custodian, in a form and manner acceptable to the Custodian, to be held in the Account for the Depositor under this Agreement. It shall be the Depositor's responsibility in all cases to ensure that the recharacterization is permissible and satisfies the requirements of Code Section 408A and any related rules, regulations, and any other applicable guidance issued by the Internal Revenue Service. A contribution that constitutes a recharacterization of a prior conversion contribution must be made by the deadline for filing the Depositor's income tax return for the year to which the conversion contribution relates, or such later date as authorized by the IRS. The Custodian will not be responsible for any penalties or losses the Depositor may incur as a result of the timing of any such recharacterization from another trustee or custodian that are due to circumstances reasonably beyond the control of the Custodian.

13. Actions in the Absence of Specific Instructions. If the Custodian receives no response to communications sent to the Depositor (the Depositor's Authorized Agent, or, after the death of the Depositor, the Beneficiary) at the Depositor's (or the Depositor's Authorized Agent's, or the Beneficiary's) last known address as shown in the records of the Custodian, or if the Custodian determines, on the basis of evidence satisfactory to it, that the Depositor, or after the death of the Depositor, the Beneficiary, is legally incompetent, the Custodian thereafter may make such determinations with respect to distributions, investments, and other administrative matters arising under this Agreement as it considers reasonable, notwithstanding any prior instructions or directions given by or on behalf of the Depositor, or after the death of the Depositor, the Beneficiary. Any determinations so made shall be binding on all persons having or claiming any interest under the Custodial Account, and the Custodian shall not incur any obligation or liability for any such determination made in good faith, for any action taken in pursuance thereof, or for any fluctuations in the value of the Account in the event of a delay resulting from the Custodian's good faith decision to await additional information or evidence.

14. Instructions, Notices, and Communications. All instructions, notices, or communications, written or otherwise, required to be given by the Custodian to the Depositor (or following the death of the Depositor, the Beneficiary) shall be deemed to have been given when delivered or provided to the last known address, including an electronic address, of the Depositor or the Beneficiary in the records of the Custodian. All instructions, notices, or communications, written or otherwise, required to be given by the Depositor (or following the death of the Depositor, the Beneficiary) to the Custodian shall be mailed, delivered, or provided to the Custodian at its designated mailing address, including an electronic address if authorized by the Custodian, as specified on the Application or Account statement (or such other address as the Custodian may specify), and no such instruction, notice, or communication shall be effective until the Custodian's actual receipt thereof.

15. Effect of Instructions, Notices, and Communications.

(a) *General*. The Custodian shall be entitled to rely conclusively upon, and shall be fully protected in any action or non-action taken in good faith in reliance upon, any instructions, notices, communications, or instruments, written or otherwise, believed to have been genuine and properly executed. Any such notification may be proved by original copy or reproduced copy thereof, including, without limitation, a copy produced by photocopying, facsimile transmission, electronic record, or electronic imaging. For purposes of this Agreement, the Custodian may (but is not required to) give the same effect to a telephonic instruction or an instruction received through electronic commerce as it gives to a written instruction, and the Custodian's action in doing so shall be protected to the same extent as if such telephonic or electronic commerce instructions were, in fact, a written instruction. Any such instruction may be proved by audio recorded tape, data file, or electronic record maintained by the Custodian, or other means acceptable to the Custodian, as the case may be.

(b) *Incomplete or Unclear Instructions*. If the Custodian receives instructions or other information relating to the Depositor's (or following the death of the Depositor, the Beneficiary's) Custodial Account that are, in the opinion of the Custodian, incomplete or not clear, the Custodian may request instructions or other information from the Depositor (or the Depositor's Authorized Agent, or after the death of the Depositor, the Beneficiary) or the Depositor's Employer, as the case may be. Pending receipt of any such instructions or other information, the Custodian shall not be liable to anyone for any loss resulting from any delay, action, or inaction on the part of the Custodian. In all cases, the Custodian shall not have any duty to question any such instructions or information from a Depositor (or the Depositor's Authorized Agent, or the Beneficiary) or a Depositor's Employer relating to a Depositor's Custodial Account or to otherwise advise the Depositor (or the Depositor's Authorized Agent, or the Beneficiary) or the Depositor's Employer regarding any matter relating thereto.

16. Tax Matters.

(a) *General*. The Custodian shall cause required reports and returns to be submitted to the Internal Revenue Service and to the Depositor (the Authorized Agent, or, following the death of the Depositor, the Beneficiary) including any returns relating to unrelated business taxable income generated by the Account. Such individual shall prepare any other report or return required in connection with maintaining the Account. Any taxes that result from unrelated business taxable income generated by the Account shall be remitted by the Custodian from available assets in the Account.

(b) *Annual Report*. As required by the Internal Revenue Service, the Custodian shall deliver to the Depositor (or following the death of the Depositor, the Beneficiary) a report(s) of certain transactions effected in the Custodial Account and the fair market value of the assets of the Custodial Account as of the close of the calendar year. Unless the Depositor (or the Depositor's Authorized Agent, or, after the death of the Depositor, the Beneficiary) sends the Custodian written objection to a report within ninety (90) days of receipt, the Depositor (the Authorized Agent, or, after the death of the Depositor, the Beneficiary) shall be deemed to have approved of such report, and the Custodian and the Company, and their officers, employees, and agents shall be forever released and discharged from all liability and accountability to anyone with respect to their acts, transactions, duties, and responsibilities as shown on or reflected by such report(s). The Company shall not incur any liability in the event the Custodian does not satisfy its obligations as described herein.

(c) *Tax Withholding*. Any distributions from the Custodial Account may be made by the Custodian net of any required tax withholding. If permitted by the Custodian, any distributions from the Custodial Account may be made net of any voluntary tax withholding requested by the Depositor (or, if permitted by the Custodian, the Authorized Agent, or, following the death of the Depositor, the Beneficiary). The Custodian shall be under no duty to withhold any excise penalty that may be due as a result of any transaction within the Custodial Account.

17. Spendthrift Provision. Subject to Section 10 above, any interest in the Account generally shall not be transferred or assigned by voluntary or involuntary act of the Depositor (or, following the death of the Depositor, the Beneficiary) or by operation of law; nor shall any interest in the Account be subject to alienation, assignment, garnishment, attachment, receivership, execution, or levy, except as required by law. However, this Section 17 shall not in any way be construed to, and the Custodian is in no way obligated or expected to, commence or defend any legal action or proceeding in connection with this Agreement or the Custodial Account. Commencement of legal action or proceeding or defense shall be solely the responsibility of the Depositor (or, following the death of the Depositor, the Beneficiary) unless agreed upon by the Custodian and Depositor (or, following the death of the Depositor, the Beneficiary), and unless the Custodian is fully indemnified for doing so to the Custodian's satisfaction. Notwithstanding the foregoing, in the event of a property settlement between a Depositor (or, following the death of the Depositor, the Beneficiary) and his or her former spouse pursuant to which the transfer of a Depositor's (or, following the death of the Depositor, the Beneficiary's) interest hereunder, or a portion thereof, is incorporated in a divorce decree or in an instrument, written or otherwise, incident to such divorce or legal separation, then the interest so decreed by a Court to be the property of such former spouse shall be transferred to a separate custodial account for the benefit of such former spouse, in accordance with Section 408(d)(6) of the Code. In the event the Custodian is directed to distribute assets from the Custodial Account pursuant to a court order or levy, the Custodian shall do so in accordance with such order or levy and Section 10 above, and the Custodian shall not incur any liability for distributing such assets of the Account.

18. Fees and Expenses

(a) *General*. The fees of the Custodian for performing its duties hereunder shall be in such amount as it shall establish from time to time, as communicated on the Schedule of Fees that accompanies this Agreement, or in some other manner acceptable to the Custodian. All such fees, as well as expenses (such as, without limitation, fees for special legal services, taxes levied or assessed, or expenses in connection with the liquidation or retention of all or part of a rollover contribution) shall be collected by the Custodian from cash available in the Custodial Account, or if insufficient cash shall be available, by sale or withdrawal of sufficient assets in the Custodial Account and application of the sales proceeds or funds withdrawn to pay such fees and expenses. Alternatively, but only with the consent of the Custodian, fees and expenses may be paid directly to the Custodian by the Depositor (or the Depositor's Authorized Agent, or, after the death of the Depositor, the Beneficiary) by separate check. Notwithstanding the foregoing, if permitted by the Custodian and if the Employer has designated the Custodian to serve as a designated financial institution under Section 408(p)(7) of the Code in the manner prescribed by the IRS, and the Custodian has accepted such designation as evidenced by written acceptance mailed to the Employer, the Depositor may request in a form and manner acceptable to the Custodian that certain assets in the Depositor's Custodial Account be transferred without cost or penalty to the Depositor to another SIMPLE-IRA designated by the Depositor (or, if the two-year period has elapsed, to another IRA designated by the Depositor) maintained for the Depositor's benefit, pursuant to the procedures described in the summary description delivered to the Depositor by the Depositor's Employer.

(b) *Advisor Fees*. The Custodian shall, upon direction from the Depositor (or the Depositor's Authorized Agent, or, after the death of the Depositor, the Beneficiary) disburse from the Custodial Account payment to the Depositor's registered investment advisor any fees for financial advisory services rendered with regard to the assets held in the Account. Any such direction must be provided in a form and manner acceptable to the Custodian. The Custodian shall be entitled to rely conclusively upon, and shall be fully protected in any action or non-action taken in full faith reliance upon, any such fee disbursement direction.

(c) *Sale of Assets /Withdrawal of Funds*. Whenever it shall be necessary in accordance with this Section 18 to sell assets or withdraw funds in order to pay fees or expenses, the Custodian may sell or withdraw any or all of the assets credited to the Custodial Account at that time, and shall invest the portion of the sales proceeds/funds withdrawn remaining after collection of the applicable fees and expenses therefrom in accordance with Section 2. The Custodian shall not incur any liability on account of its sale or retention of assets under such circumstances.

19. Voting with Respect to Securities. The Custodian shall deliver to the Depositor (or, following the death of the Depositor, the Beneficiary) all prospectuses and proxies that may come into the Custodian's possession by reason of its holding of Investment Company Shares or Other Funding Vehicles in the Custodial Account. The Depositor (or the Depositor's Authorized Agent, or, following the death of the Depositor, the Beneficiary) may direct the Custodian as to the manner in which any Investment Company Shares or Other Funding Vehicles held in the Custodial Account shall be voted with respect to any matters as to which the Custodian as holder of record is entitled to vote, coming before any meeting of shareholders of the corporation that issued such securities, or of holders of interest in the Investment Company or corporation that issued such Investment Company Shares or Other Funding Vehicles. All such directions shall be in a form and manner acceptable to the Custodian, and delivered to the Custodian or its designee within the time prescribed by it. The Custodian shall vote only those securities and Investment Company Shares with respect to which it has received timely directions from the Depositor (or the Depositor's Authorized Agent, or the Beneficiary); provided, however, that by establishing (or having established) the Custodial Account, the Depositor authorizes the Custodian to vote any Investment Company Shares held in the Custodial Account on the applicable record date, for which no timely instructions are received, in the same proportions as the Custodian has been instructed to vote the Investment Company Shares held in the Custodial Accounts for which it has received timely instructions, but effective solely with respect to votes before January 1, 2003, only to the extent that such vote is necessary to establish a quorum.

20. Limitations on Custodial Liability and Indemnification. Neither the Custodian, the Company, nor any agent or affiliate thereof provides tax or legal advice. Depositors, Beneficiaries, and Authorized Agents are strongly encouraged to consult their attorney or tax advisor with regard to their specific situation. The Depositor (or, following the death of the Depositor, the Beneficiary) and the Custodian intend that the Custodian shall have and exercise no discretion, authority, or responsibility as to any investment in connection with the Account, and the Custodian shall not be responsible in any way for the purpose, propriety, or tax treatment of any contribution, or of any distribution, or any other action or non-action taken pursuant to the Depositor's direction (or that of the Depositor's Employer, Authorized Agent, or, after the death of the Depositor, the Beneficiary). The Depositor (or, following the death of the Depositor, the Beneficiary) who directs the investment of his or her Account shall bear sole responsibility for the suitability of any directed investment and for any adverse consequences arising from such an investment, including, without limitation, the inability of the Custodian to value or to sell an illiquid investment, or the generation of unrelated business taxable income with respect to an investment. Unless the Depositor (the Authorized Agent or the Beneficiary) sends the Custodian written objection to any statement, notice, confirmation, or report within ninety (90) days of receipt from the Custodian, the Depositor (the Authorized Agent or the Beneficiary) shall be deemed to have approved of such statement, notice, confirmation, or report, and the Custodian and the Company, and their officers, employees, and agents shall be forever released and discharged from all liability and accountability to anyone with respect to their acts, transactions, duties, and responsibilities as shown on or reflected by such statement, notice, confirmation or report(s). To the fullest extent permitted by law, the Depositor (the Depositor's Authorized Agent, or, following the death of the Depositor, the Beneficiary) shall at all times fully indemnify and save harmless the Custodian, the Company and their agents, affiliates, successors, and assigns, and their officers, directors, and employees, from any and all liability arising from the Depositor's (the Depositor's Authorized Agent's, or, following the death of the Depositor, the Beneficiary's) direction, and from any and all other liability whatsoever that may arise in connection with this Agreement except liability arising from gross negligence or willful misconduct on the part of the indemnified person. The Custodian shall not have any responsibility or liability for the actions or inaction of any successor or predecessor custodian of this Account.

21. Delegation to Agents. The Custodian may delegate to one or more entities the performance of recordkeeping, ministerial, and other services in connection with the Custodial Account, for a reasonable fee (to be paid by the Custodian and not by the Custodial Account). Any such agent's duties and responsibilities shall be confined solely to the performance of such services, and shall continue only for so long as the Custodian named in the Application (or its successor) serves as Custodian or otherwise deems appropriate. Although the Custodian shall have no responsibility to give effect to a direction from anyone other than the Depositor (or, following the death of the Depositor, the Beneficiary), the Custodian may, in its discretion, establish procedures pursuant to which the Depositor (or, following the death of the Depositor, the Beneficiary), may delegate, in a form and manner acceptable to the Custodian, to a third party any or all of the Depositor's (or, following the death of the Depositor, the Beneficiary's) powers and duties hereunder. Any such third party to whom the Depositor (or, following the death of the Depositor, the Beneficiary) has so delegated powers and duties shall be treated as the Depositor (or, following the death of the Depositor, the Beneficiary) for purposes of applying the preceding sentences of this paragraph and the provisions of this Agreement.

22. Amendment of Agreement. The Custodian may amend this Agreement in any respect at any time (including retroactively), so that the Agreement may conform with applicable provisions of the Code, or with any other applicable law as in effect from time to time, or to make such other changes to this Agreement as the Custodian deems advisable. Any such amendment shall be effected by delivering to the Custodian and to the Depositor (or, following the death of the Depositor, the Beneficiary) at his or her last known address, including an electronic address (as shown in the records of the Custodian) a copy of such amendment or a restatement of this Custodial Agreement. The Depositor (or, following the death of the Depositor, the Beneficiary) shall be deemed to consent to any such

amendment(s) if he or she fails to object thereto by notice to the Custodian in a form and manner acceptable to the Custodian within thirty (30) calendar days from the date a copy of such amendment(s) or restatement is delivered to the Depositor (or, following the death of the Depositor, the Beneficiary) to terminate the Custodial Account and distribute the proceeds, as so directed by the Depositor (or, following the death of the Depositor, the Beneficiary).

23. Resignation or Removal of Custodian. The Company may remove the Custodian at any time, and the Custodian may resign at any time, upon thirty (30) days' notice to the Depositor (or, following the death of the Depositor, the Beneficiary). Upon the removal or resignation of the Custodian, the Company may, but shall not be required to, appoint a successor custodian under this Custodial Agreement; provided that any successor custodian shall satisfy the requirements of Section 408(a)(2) of the Code. Upon any such successor's acceptance of appointment, the Custodian shall transfer the assets of the Custodial Account, to such successor custodian; provided, however, that the Custodian is authorized to reserve such sum of money or property as it may deem advisable for payment of any liabilities constituting a charge on or against the assets of the Custodial Account or on or against the Custodian or the Company. Upon acceptance of such appointment, a successor custodian shall be vested with all authority, discretionary or otherwise, of the Custodian pursuant to this Agreement. The Custodian shall not be liable for the acts or omissions of any successor to it. If no successor custodian is appointed by the Company, the Custodial Account shall be terminated, and the assets of the Account, reduced by the amount of any unpaid fees or expenses, will be distributed to the Depositor (or, following the death of the Depositor, the Beneficiary).

24. Termination of the Custodial Account. The Depositor may terminate the Custodial Account at any time upon notice to the Custodian in a manner and form acceptable to the Custodian. Upon such termination, the Custodian shall transfer the assets of the Custodial Account, reduced by the amount of any unpaid fees or expenses, to the custodian or trustee of another SIMPLE-IRA (within the meaning of Section 408(p) of the Code) or if the two-year period has elapsed, to another IRA designated by the Depositor, as described in Article VIII, Section 9. The Custodian shall not be liable for losses arising from the acts, omissions, delays, or other inaction of any such transferee custodian or trustee. If notice of the Depositor's intention to terminate the Custodial Account is received by the Custodian and the Depositor has not designated a transferee custodian or trustee for the assets in the Account, then the Account, reduced by any unpaid fees or expenses, will be distributed to the Depositor (or, following the death of the Depositor, the Beneficiary).

25. Governing Law. This Agreement, and the duties and obligations of the Company and the Custodian under the Agreement, shall be construed, administered, and enforced according to the laws of the Commonwealth of Massachusetts, except as superseded by federal law or statute.

26. When Effective. This Agreement shall not become effective until acceptance of the Application by or on behalf of the Custodian, as evidenced by a notice to the Depositor.

Fidelity Distributors Corporation
Fidelity Brokerage Services LLC, Member NYSE, SIPC
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Disclosure Statement

The following information is generally applicable for tax years beginning after December 31, 2001, and is provided to you in accordance with the requirements of the Internal Revenue Code, as amended (the "Code") and should be reviewed in conjunction with both the Custodial Agreement and the Application for this Fidelity Savings Incentive Match Plan for Employees Individual Retirement Account ("SIMPLE-IRA"). This SIMPLE-IRA is a custodial account (the "Account") created to provide for the Depositor's retirement.

The terms used in this Disclosure Statement shall have the meanings set forth in Article VIII of the Custodial Agreement for this SIMPLE-IRA, unless a different meaning is clearly required by the context. Except as clearly indicated otherwise or as clearly required by the context, "you" and "your" refer to the Depositor/Account Owner for whose benefit the Account is originally established. Following the death of the Depositor, the Beneficiary(ies) must establish an IRA Beneficiary Distribution Account, the terms and conditions of which are governed by the Fidelity IRA Custodial Agreement and Disclosure Statement. **Neither the Custodian, the Company, nor any affiliate or agent thereof provides tax or legal advice. As a result, you are strongly encouraged to seek competent tax or legal advice with respect to any and all matters pertaining to this SIMPLE-IRA with regard to your specific situation, as such matters may result in adverse tax consequences and/or penalties.**

Right to Revoke. If you do not receive this Disclosure Statement at least seven (7) calendar days prior to the establishment of this SIMPLE-IRA, you may revoke this Account by mailing or delivering a request for revocation, in a form and manner acceptable to the Custodian, within seven (7) calendar days after the establishment date of your Account. You will be deemed to have received this Disclosure Statement unless a request to receive this information is made to the Custodian at the location below within seven (7) calendar days following acceptance by the Custodian of your IRA as evidenced by or on behalf of the Custodian. Your revocation request must be delivered in a form and manner acceptable to the Custodian to:

Fidelity Investments
P.O. Box 770001
Cincinnati, OH 45277-0035
Attn: Distribution Services

Or

Fidelity Investments
100 Crosby Parkway, KC1D
Covington, KY 41015

Upon revocation, you will receive a full refund of your initial contribution (or transfer of assets, as applicable), including sales commissions (if any) and/or administrative fees. If you have any questions relative to revoking your SIMPLE-IRA, please call our toll-free number 1-800-544-4774.

Types of IRAs. The following account types are available under the Fidelity SIMPLE-IRA Custodial Agreement and Disclosure Statement: ***SIMPLE-IRA.*** Your SIMPLE-IRA is a Custodial Account created for your exclusive benefit to receive contributions under your Employer's Savings Incentive Match Plan for Employees plan described in Section 408(p) of the Code (a "SIMPLE Plan"). Your SIMPLE-IRA may also qualify as a "Transfer SIMPLE-IRA" in which assets previously contributed under a SIMPLE Plan other than a Fidelity SIMPLE-IRA can be held. Your interest in the Account is 100% vested and nonforfeitable.

Note: For purposes of this Disclosure Statement, "**Compensation**" refers to wages, salaries, professional fees, or other amounts derived from or received for personal service actually rendered and includes the earned income of a self-employed individual, and any alimony or separate maintenance payment includible in your gross income. For self-employed individuals, compensation means earned income. "**Adjusted Gross Income**" ("AGI") is determined prior to adjustments for personal exemptions and itemized deductions. For purposes of determining the IRA Deduction, AGI is modified to take into account deductions for IRA contributions, taxable benefits under the Social Security and Railroad Retirement Acts, and passive loss limitations under Code Section 469, except that you should disregard Code Sections 135, 137, 911.

Account Information.

Designation of Beneficiary. You should designate a Beneficiary(ies) to receive the balance of your SIMPLE-IRA upon your death. The Beneficiary(ies) must be designated on your SIMPLE-IRA Application, or in another form and manner acceptable to the Custodian. Upon your death, the assets remaining in your SIMPLE-IRA will be distributed to the Beneficiary(ies) previously named by you on record with the Custodian in accordance with the provisions of the Fidelity IRA Custodial Agreement. If a beneficiary you designate is not a U.S. citizen or other U.S. Person (including a resident alien individual) at the time of your death, distribution options from the SIMPLE-IRA and the tax treatment of such distributions may be more restrictive. Please refer to Article VIII of your Custodial Agreement ("Designation of Beneficiary") for more information.

Investment of Account. The assets in your Account will be invested in accordance with directions communicated from you (or your Authorized Agent, if any, or, after your death, the Beneficiary), or through your Employer. You should read any publicly available information (e.g., prospectuses, annual reports) which would enable you to make an informed investment decision, and take into consideration your overall investment portfolio, your tolerance for risk, the time frame of your investments and the various tax consequences of your actions. You should periodically review your investments, and make any adjustments that you feel may be necessary. If no investment instructions are received from you (or your Authorized Agent), or if the instructions received are, in the opinion of the Custodian, unclear, or may result in an erroneous transaction, you (or your Authorized Agent, if any) or your Employer may be requested to provide investment instructions or other instructions. In the absence of such instructions or information, all or part of your contribution may (a) remain uninvested pending instructions or information from you or your Authorized Agent, if any, (b) be returned to you, (c) be invested in Money Market Shares, or (d) be returned to your Employer. ***You could lose money by investing in a money market fund. Although these funds seek to preserve the value of your investment at $1.00 per share, it cannot guarantee it will do so. An investment in the fund is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Fidelity Investments and its affiliates, the fund's sponsor, have no legal obligation to provide financial support to money market funds and you should not expect that the sponsor will provide financial support to the fund at any time.*** No part of your SIMPLE-IRA may be invested in life insurance or be commingled with other property, except in a common trust fund or common investment fund. Keep in mind that with respect to investments in investment company shares (i.e., mutual funds) or other securities held in your Account, growth in the value of your Account cannot be guaranteed or projected.

Eligibility. Employees and self-employed individuals who satisfy the eligibility requirements under the Employer's SIMPLE Plan are eligible to have contributions under such plan made to a SIMPLE-IRA. All employees of the Employer who received at least $5,000 in compensation from the Employer during any two (2) preceding calendar years and who are reasonably expected to receive at least $5,000 in compensation for the current year must be eligible to participate in the Employer's SIMPLE Plan for the calendar year. An Employer may impose less restrictive requirements for participation, but may not impose any additional requirements for participation in the SIMPLE Plan. Employees and self-employed individuals who participate in a SIMPLE Plan by making salary reduction contributions or by receiving an Employer matching or nonelective contribution are still eligible to contribute to a Traditional IRA or a Roth IRA, but for purposes of making a deductible IRA contribution, will be considered an active participant in an employer-sponsored retirement plan.

Contributions.

General. Only contributions made pursuant to a SIMPLE Plan (other than rollover contributions described below) can be made to a SIMPLE-IRA, and the SIMPLE-IRA cannot accept any other type of contributions. Contributions (other than rollover contributions described below) must be made in "cash" and not in "kind." Therefore, securities or other assets already owned cannot be contributed to a SIMPLE-IRA but must be converted to cash and then contributed. No part of your contribution may be invested in life insurance or be commingled with other property, except in a common trust fund or common investment fund.

Types of Contributions

Salary Reduction Contributions. If you are eligible to participate in your Employer's SIMPLE Plan, you are permitted to make salary reduction contributions if you elect to do so by entering into a salary reduction agreement with your Employer. A salary reduction contribution is generally expressed as a percentage of compensation or a specific dollar amount that you elect to have contributed to your SIMPLE-IRA instead of receiving that amount in cash. Salary reduction contributions cannot exceed the maximum amount allowed under current law. You can stop salary reduction contributions at any time during the year by notifying your Employer. You must generally wait until the Election Period, as described in your Summary Description, to resume or modify a salary reduction agreement, but your Employer will notify you of other times when you may resume or modify a salary reduction agreement.

Catch-Up Contributions. If you are at least age 50 by December 31 of the calendar year to which a contribution relates, you are eligible to make a "catch-up" contribution to your Fidelity SIMPLE-IRA in addition to your salary reduction contributions. Catch-up contributions are subject to the annual contribution limits explained below. It is your responsibility to ensure that you meet the requirements for making a catch-up contribution, and for ensuring that you do not exceed the limits as applicable.

Annual SIMPLE-IRA Salary Reduction and Catch-up Contribution Limits. The maximum annual contribution limits for SIMPLE-IRA contributions for the following tax years are:

Tax Years	Annual SIMPLE-IRA Contribution Limit	Annual SIMPLE-IRA Catch-Up Contribution Limit for Depositor at Least Age 50	Maximum Annual SIMPLE-IRA Contribution Limit for Participants at Least Age 50 (including Catch-Up)
2023	$15,500	$3,500	$19,000
2024	$16,000	$3,500	$19,500

Employer Matching Contributions. If you are eligible to participate in your Employer's SIMPLE Plan, your Employer is generally required to make a matching contribution on your behalf in an amount equal to your salary reduction contributions, up to 3% of your compensation, for the applicable calendar year. The Employer can elect to reduce this matching contribution to no less than 1% of your compensation, provided the Employer notifies you of this reduced limit within a reasonable period of time before the Election Period for the Plan Year the reduction is effective, and such a reduction in matching contributions has not occurred in more than two out of the last five years that ends with (and includes) the year for which the election is effective. The maximum Employer matching contribution cannot exceed the maximum amount allowed under current law as adjusted by the Internal Revenue Service for increases in the cost of living.

Employer Nonelective Contributions. If you are eligible to participate in your Employer's SIMPLE Plan, your Employer may make a nonelective contribution for equal to 2% of your compensation, without regard to whether you elected to make salary reduction contributions for the applicable calendar year. This contribution would be made instead of any matching contribution by your Employer. Your Employer must notify you that a 2% nonelective contribution will be made instead of a matching contribution within a reasonable period of time before the Election Period for the applicable Plan Year.

Rollover Contributions. You may roll over contributions from other SIMPLE-IRAs which consist of cash, and the Custodian may, but shall not be obligated to, accept all or any part of any other rollover contribution from a SIMPLE-IRA to your Fidelity SIMPLE-IRA. You must designate each proposed rollover contribution as such to the Custodian, and such contribution must qualify as a rollover contribution within the meaning of Section 408(d)(3) of the Code. After the two-year period, you may roll over distributions from your Account to another SIMPLE-IRA, IRA (other than a SIMPLE-IRA), or to certain employer-sponsored retirement plans that accept such rollovers. You are strongly encouraged to seek tax advice regarding all rollover contributions.

Timing of Contributions. Salary reduction contributions are made prospectively on a calendar-year basis. Your Employer must deposit your salary reduction contributions to your SIMPLE-IRA as soon as they can reasonably be segregated from the Employer's general assets, but in no event later than 30 days following the last day of the month that your salary reduction contributions would otherwise have been paid to you in cash. Your Employer's matching or nonelective contributions must be deposited to your SIMPLE-IRA by your Employer's income tax filing deadline including extensions for the year for which the contributions are being made. So long as you are still employed and are receiving Compensation from your Employer, you can continue to participate in your Employer's SIMPLE Plan beyond age 72 (73 if you reach age 72 after December 31, 2022) if you continue to meet the eligibility requirements under the SIMPLE Plan.

Excess Contributions. Contributions (including an improper rollover or a salary reduction contribution) to your SIMPLE-IRA that exceed the maximum allowable per tax year are considered excess contributions. An excise tax of 6% of the excess amount will be incurred for each calendar year in which the excess contribution remains in your SIMPLE-IRA. You may correct the excess contribution and avoid the 6% penalty tax for that year by withdrawing the excess contribution and its earnings, if any, from the SIMPLE-IRA by providing a request to the Custodian in a form and manner acceptable to the Custodian on or before the due date, including extensions, for filing your federal income tax return for the year in which you made the excess contribution. Alternatively, your Employer may correct excess or erroneous contributions made on your behalf by providing the Custodian a request in a form and manner acceptable to the Custodian requesting that the Custodian return the excess or erroneous contribution. Such request shall be deemed to be your instruction to the Custodian to correct the excess or erroneous contribution by withdrawing the excess or erroneous contribution and its earnings from your SIMPLE-IRA.

The amount of the excess contribution withdrawn will not be considered a premature distribution nor (except in the case of a salary reduction contribution) be taxed as ordinary income, but any earnings on such excess contribution that are withdrawn will be taxed as ordinary income to you for the year in which the distribution was made. In addition, income earned on such excess contribution may be subject to a 10% premature distribution penalty. This nondeductible penalty may be increased to 25% if the distribution occurs within a two-year period beginning on the date that you first received contributions in your SIMPLE-IRA under the SIMPLE Plan maintained by your Employer (the two-year period). Excess contributions attributable to salary reduction contributions are includible in your gross income in the calendar year of deferral. If you withdraw the excess contribution attributable to salary reduction contributions on or before April 15 following the calendar year to which the contribution relates, the allocable income is not subject to the 10% premature distribution penalty. The 6% penalty tax will be imposed on excess contributions for each year the excess contribution remains in the SIMPLE-IRA. It is your responsibility to see that excess contributions are corrected in a timely and proper manner.

Note: Please refer to IRS Fix-It Guides on IRS.gov for more information on correcting common mistakes for retirement plans. As a result, some modifications to the provisions contained herein may be required in order to comply with regulatory requirements under Section 408(p) of the Code. You are encouraged to seek competent tax advice from your tax advisor or tax lawyer before correcting excess or erroneous contributions.

Tax credit for IRA contributions. You may be able to receive a tax credit for your contribution to your SIMPLE-IRA. The maximum annual contribution amount eligible for the credit is $2,000 ($4,000 if married filing jointly). Eligibility for the credit, which is a percentage of the contribution amount, is determined by your AGI as indicated in the chart below.*

*SAVER's AGI limits will be indexed for cost-of-living in $500 increments.

2024 Saver's Credit

Joint Filers (AGI)	Heads of Households (AGI)	All Other Filers* (AGI)	Credit Rate	Maximum Credit
$0–$46,000	$0–$34,500	$0–$23,000	50%	$1,000
$46,001–$50,000	$34,501–$37,500	$23,001–$25,000	20%	$400
$50,001–$76,500	$37,501–$57,375	$25,001–$38,250	10%	$200
Over $76,500	Over $57,375	Over $38,250	0%	$0

*single filers and married taxpayers filing separately

Distributions.

General. Distributions from the SIMPLE-IRA will be made only upon your request (or, with prior consent of the Custodian, the request of your Authorized Agent, if any), in a form and manner acceptable to the Custodian. However, the Custodian may make a distribution from the SIMPLE-IRA without such instruction if directed to do so by a court order or levy. Distributions can be made at any time, but must meet certain minimum distribution requirements, as more fully explained below. Distributions from your Account will be included in your gross income for federal income tax purposes for the year in which the distribution is made. If permitted by the Custodian, you may be eligible to request that certain distributions be made through the telephone redemption or SIMPLE-IRA checkwriting service, or in another form or manner acceptable to the Custodian.

Methods of Distributions. Assets may be distributed from your Account according to one or more of the following methods selected by you (or your Authorized Agent, if any, or after your death, the Beneficiary, executor or administrator): (a) total distribution, (b) partial distribution, (c) distribution over a certain period, or (d) purchase of an annuity contract. (See Article IV of your SIMPLE-IRA Custodial Agreement for a full description of these distribution methods.)

Premature Distributions. Distributions from your SIMPLE-IRA made before you reach age 59½ will be subject to a 10% nondeductible penalty tax (in addition to being taxable as ordinary income) unless the distribution is an exempt withdrawal of an excess contribution, or the distribution is rolled over to another SIMPLE-IRA (or, after the two-year period, a Traditional IRA) that is eligible to receive such rollover, or the distribution is made on account of your death or disability. Exceptions to the 10% early withdrawal penalty may also be available to SIMPLE-IRA owners if certain requirements are satisfied including:

- part of a series of substantially equal periodic payments made not less frequently than annually over your life or life expectancy, or the joint life expectancies of you and your Beneficiary,
- for qualified medical purposes in excess of 7.5% of your AGI,
- to cover qualified health insurance premiums of certain unemployed individuals,
- used to acquire a first-time principal residence (subject to a $10,000 lifetime limit from all your IRAs), for you, as Depositor, your spouse, your or your spouse's children, grandchildren, or ancestors,
- used to pay qualified higher education expenses for you, your spouse, your children, or your grandchildren, or the children or grandchildren of your spouse, or
- is made on account of an IRS levy, as described in Code Section 6331.

To the extent a premature penalty applies to any distribution taken from your SIMPLE-IRA, this nondeductible penalty tax will be increased to 25% if the distribution occurs within the two-year period described above.

The Custodian is permitted to rely on its own records in determining whether a distribution from your SIMPLE-IRA is subject to the 25% penalty applicable to a distribution. If you established your SIMPLE-IRA with a rollover or transfer from another SIMPLE-IRA, the Custodian may, but is not required to, confirm the date contributions were first deposited to your SIMPLE-IRA under the SIMPLE Plan maintained by your Employer from a previous account statement or other information the Custodian may deem necessary to confirm the date contributions were first made to your SIMPLE-IRA under the SIMPLE Plan maintained by your Employer. You should consult with your tax advisor to see if an exception to this penalty applies before requesting any distribution prior to age 59½.

Minimum Distributions

General. It is your responsibility to ensure that required distributions are timely and are in amounts which satisfy the IRS requirements under Code Sections 408(a)(6) and 401(a)(9) and the related IRS regulations. Once distributions are required to begin, they must not be less than the amount each year which would exhaust the value of the Account over the required distribution period, which is generally determined according to the applicable life expectancy tables specified by the IRS. You may be subject to an excise tax of up to 25% on the amount by which the distribution you actually received in any year falls short of the minimum distribution required for the year.

Lifetime MRDs for SIMPLE-IRA Depositors. If you are a Depositor, you must begin receiving distributions of the assets in the Account by April 1 of the year following the year in which you reach age 72 (73 if you reach age 72 after December 31, 2022). This is called your "Required Beginning Date" ("RBD"). Minimum required distributions must continue to be made by December 31 of each subsequent year, including the year in which you, as Depositor, are required to take your first minimum required distribution. If you, as Depositor, maintain more than one IRA (Roth IRAs excluded), you may take from any of your IRAs the aggregate amount to be withdrawn. Please refer to Article IV of your Custodial Agreement ("Distributions from Your Account") for additional information on minimum required distributions.

Distributions after the Death of the Depositor. If you are a Beneficiary and have inherited an IRA from a Depositor who died after reaching RBD, you must generally begin receiving distributions by December 31 of the year following the year of the Depositor's death. Special rules apply for spousal beneficiaries and entity beneficiaries. Special rules may also apply to beneficiaries who are not citizens or other persons of the United States. Successor Beneficiaries must continue distributions under the original Beneficiary's payment schedule, unless faster distribution is required. Please refer to Article IV of your Custodial Agreement for additional information on death distribution requirements.

Rollover Treatment. Distributions from your SIMPLE-IRA representing all or any part of the assets in your SIMPLE-IRA are also eligible for rollover treatment to another SIMPLE-IRA. You may roll over all or any part of the same property from this distribution of assets, within 60 days of receipt, into another SIMPLE-IRA, and maintain the tax-deferred status of these assets. Provided the two-year period has elapsed, you may also roll over all or any part of the same property from this distribution of assets, within 60 days of receipt, into an IRA or individual retirement annuity, or another employer-sponsored plan that accepts such rollovers and maintain the tax-deferred status of these assets. A 60-day rollover can be made from a SIMPLE-IRA only once every 12 months. All or any part of an amount distributed for a qualified first-time home purchase of a principal residence which does not materialize can be returned or rolled over to a SIMPLE-IRA. In such instance, the 60 days is extended to 120 days, and the rollover will not count for purposes of the "once every twelve months" rule mentioned above. Since failed or erroneous rollovers can result in significant tax consequences and possible penalties, you should speak with a tax advisor before initiating a rollover.

Conversion of Distributions from the Account. After the expiration of the two-year period beginning on the date you first received contributions under the SIMPLE-IRA plan maintained by your employer, you may convert any or all distributions from the Account which consist of cash, for deposit into a Roth IRA ("Conversion Amount(s)"). For tax years beginning after December 31, 2009, the $100,000 AGI limit and filing status requirement to convert to a Roth IRA is eliminated. Conversions can be made by means of a 60-day rollover or a trustee-to-trustee transfer. If you have reached age 72 (73 if you reach age 72 after December 31, 2022), you must satisfy your minimum required distribution with respect to your SIMPLE-IRA prior to making a conversion contribution for such year. Any minimum distribution from the Account required by Sections 408(a)(6) and 401(a)(9) of the Code and applicable regulations for the year of the conversion cannot be converted to a Roth IRA. You will be subject to income tax on any Conversion Amount. The Conversion Amount will not be subject to the premature distribution penalty described above. If taxes are withheld from your Roth IRA Conversion, the amount withheld may be subject to the 10% early withdrawal penalty unless an exception applies.

Recharacterization of Converted Amounts. You may elect, in a form and manner acceptable to the Custodian, to transfer ("recharacterize") via a trustee-to-trustee transfer, any amounts converted to a Roth IRA to be held in the Account under this Agreement. Recharacterizations must be completed by your deadline (generally April 15) including extensions for filing your federal income tax return for the year for which the conversion contribution to the Roth IRA relates or a later date as authorized by the IRS. Any net income attributable to a contribution that is recharacterized must be transferred to your SIMPLE-IRA. The amount(s) that is recharacterized is treated as having been originally contributed to your SIMPLE-IRA on the same date and for the same taxable year that the amount was contributed to your Roth IRA. For tax years beginning on or after January 1, 2000, you may not reconvert an amount previously converted and recharacterized before the later of January 1 of the taxable year following the taxable year in which the conversion is made, or the end of the thirty (30) day period beginning on the day you complete a recharacterization back to the original IRA. Beginning January 1, 2000, and thereafter, a reconversion of an amount that has been converted and recharacterized prior to January 1 of the taxable year following the taxable year in which the conversion was made, or, if later, the end of the thirty (30) day period beginning on the day the recharacterization occurs will be treated as a "failed conversion." You are strongly encouraged to consult a competent tax advisor before initiating any reconversion(s) or recharacterization(s).

Miscellaneous.

Other Considerations with Respect to the Account.

Use of a Designated Financial Institution. You are free to establish your SIMPLE-IRA with the custodian or trustee of your choice, unless your Employer chooses a designated financial institution for the SIMPLE Plan and requires all SIMPLE contributions to be made to SIMPLE-IRAs with a particular financial institution. In order for your Employer to use a designated financial institution, the Employer and that particular financial institution must agree that the financial institution will be a designated financial institution. In doing so, the financial institution must also agree that your SIMPLE-IRA contributions will be transferred to another SIMPLE-IRA (or, after the two-year period, to any other IRA) without cost or penalty to you, including liquidation fees, transaction fees, commissions, and loads. If the Custodian has agreed to be a designated financial institution for an Employer's SIMPLE Plan, each participant in the Employer's plan will be given written procedures for requesting transfers without costs or penalties.

Divorce or Legal Separation. If all or any portion of your Account is awarded to a spouse or former spouse pursuant to divorce or legal separation, such portion can be transferred to an IRA in the receiving spouse's name. This transaction can be processed without any tax implications to you provided a written instrument specifically directing such transfer is executed by a court incident to the divorce or legal separation in accordance with Section 408(d)(6) of the Code is received and accepted by the Custodian. The Custodian may in its discretion require other direction from you and the recipient of any portion of your SIMPLE-IRA.

Fees and Expenses. Fees and other expenses of maintaining your Fidelity SIMPLE-IRA Account are described in the Schedule of Fees which accompanies this Disclosure Statement (or in some other manner acceptable to the Custodian) and may be changed from time to time, as provided in the Custodial Agreement.

Prohibited Transactions. If any of the events prohibited by Section 4975 of the Code (such as any sale, exchange or leasing of any property between you and your SIMPLE-IRA) occurs during the existence of your SIMPLE-IRA, your Account will be disqualified and the entire balance in your Account will be treated as if distributed to you as of the first day of the year in which the prohibited event occurs. This "distribution" will be subject to ordinary income tax to the extent taxable and, if you were under age 59½ at the time, this distribution may be subject to the 10% penalty tax on premature distributions. If you have not participated in the SIMPLE Plan maintained by your Employer for the two-year period at the time of this deemed distribution, this penalty tax will be increased to 25%. If you or your Beneficiary use or pledge all or any part of your SIMPLE-IRA as security for a loan, then the portion so pledged will be treated as if distributed to you, and will be taxable to you as ordinary income to the extent taxable and subject to the 10% penalty during the year in which you make such a pledge. If the two-year period beginning on the date that contributions were first deposited to your SIMPLE-IRA under the SIMPLE Plan maintained by your Employer has not elapsed at the time of this deemed distribution, this penalty tax will be increased to 25%.

Other Tax Considerations.

No Special Tax Treatment. No distribution to you or anyone else from your Account can qualify for capital gain treatment under the federal income tax laws. The taxable portion of the distribution is taxed to the person receiving such distribution as ordinary income. There are no special averaging rules applicable to distributions from your Account.

Gift Tax. If you elect during your lifetime to have all or any part of your Account payable to a Beneficiary at or after your death, the election generally will not subject you to any gift-tax liability, but you should check with your tax advisor regarding estate tax consequences.

Tax Withholding. Federal income tax will be withheld from distributions you receive from a SIMPLE-IRA unless you elect not to have tax withheld. However, if SIMPLE-IRA distributions are to be delivered outside of the United States, this withholding tax is mandatory and you may not elect otherwise unless you certify to the Custodian that you are not a U.S. citizen or other U.S. Person (including a resident alien individual). This tax will also be mandatory if you do not provide a valid residential address within the United States. (A post office box is not deemed to be a valid residential address.) Federal income tax will be withheld at a rate of 10% unless a higher rate is elected by you or if non-resident alien withholding applies. In addition, state income taxes may be withheld from your SIMPLE-IRA distributions, if applicable depending on the state of residence indicated in your legal address of record for your SIMPLE-IRA.

Reporting for Tax Purposes. Contributions to your SIMPLE-IRA cannot be deducted by you on your federal tax Form 1040 or 1040A for the taxable year contributed unless you are self-employed and are making such contributions in connection with a SIMPLE Plan that you sponsor as an Employer. Other reporting will be required by you in the event that special taxes or penalties are due. You must also file Treasury Form 5329 (or such other forms as the IRS may require) with the IRS for each taxable year for which the contribution limits are exceeded, a premature distribution takes place, or less than the required minimum amount is distributed from your SIMPLE-IRA. You must report contributions and distributions on such forms as the IRS may require.

IRS Approval. The form of this Savings Incentive Match Plan for Employees Individual Retirement Account is the model government form provided by the IRS known as Form 5305-SA. For more information on SIMPLE-IRAs, refer to IRS Publication 590, Individual Retirement Arrangements (IRAs) or IRS Publication 560, Retirement Plans for Small Business or contact the IRS, as transactions done incorrectly may result in adverse tax consequences.

Important Information

Affecting the Fidelity SIMPLE IRA

This notice describes certain provisions relating to SIMPLE IRAs that are now effective (unless otherwise noted), based on recent changes in the law, cost-of-living adjustments, and guidance from the IRS. This information is intended to supplement and update the information in your Fidelity SIMPLE IRA Summary Description and Custodial Agreement, as applicable. Note that certain provisions as described in this notice are subject to change. As always, you are encouraged to consult a tax advisor with respect to any tax questions, or to determine how these changes may affect your personal situation.

Contribution Information

Annual Employee SIMPLE IRA Contribution Limits

TAX YEARS	SIMPLE IRA CONTRIBUTION LIMIT	SIMPLE IRA CATCH-UP CONTRIBUTION FOR DEPOSITOR AT LEAST AGE 50	SIMPLE IRA INCREASED CATCH-UP CONTRIBUTION FOR DEPOSITOR AT AGE 60, 61, 62, OR 63
2025	$16,500*	$3,500*	Greater of $5,000 or 150% of the Age 50 catch-up in 2025, up to $5,250**
2026	$17,000*	$4,000*	Greater of $5,000 or 150% of the Age 50 catch-up in 2026, up to $5,250**

* Effective January 1, 2024, some employees may be eligible for up to 110% of the 2024 contribution limit adjusted for inflation. This would automatically apply for employers with 25 or fewer employees. Employers with 26 or more employees would need to provide for a 4% match or 3% nonelective contribution.

** Effective for taxable years beginning after December 31, 2024, this amount will be indexed annually for cost-of-living starting in 2026.

The PPA amended certain sections of the Internal Revenue Code to apply cost-of-living adjustments (COLA) to certain AGI limits that impact IRA deductibility for active participants (or the spouses of active participants) in an employer-sponsored retirement plan, for the Saver's Credit, and for eligibility to contribute to a Roth IRA. These limits and others, as adjusted by the IRS for COLA, are described below.

Start-Up Credit. Employers who start a new retirement plan are generally eligible for start-up credits from the IRS. See IRS website for more details.

Saver's Credit for IRA Contributions. The credit was made permanent under PPA. Also, as a result of PPA, the AGI limits which determine eligibility to receive the tax credit will now be subject to cost-of-living adjustments (COLA).

For 2025:

JOINT FILERS (AGI)	HEADS OF HOUSEHOLDS (AGI)	ALL OTHER FILERS (AGI)	CREDIT RATE	MAXIMUM CREDIT
$0–$47,500	$0–$35,625	$0–$23,750	50%	$1,000
$47,501–$51,000	$35,626–$38,250	$23,751–$25,500	20%	$400
$51,001–$79,000	$38,251–$59,250	$25,501–$39,500	10%	$200
Over $79,000	Over $59,250	Over $39,500	0%	$0

For 2026:

JOINT FILERS (AGI)	HEADS OF HOUSEHOLDS (AGI)	ALL OTHER FILERS (AGI)	CREDIT RATE	MAXIMUM CREDIT
$0–$48,500	$0–$36,375	$0–$24,250	50%	$1,000
$48,501–$52,500	$36,376–$39,375	$24,251–$26,250	20%	$400
$52,501–$80,500	$39,376–$60,375	$26,251–$40,250	10%	$200
Over $80,500	Over $60,375	Over $40,250	0%	$0

2027 Saver's Match. Starting in 2027, the Saver's Credit will be replaced by a Saver's Match. The match is 50% on contributions (up to $2,000). It is phased out to zero for individuals and married people filing separate returns who have MAGI between $20,500 and $35,500. Joint filers will have their match phased out if their MAGI is between $41,000 and $71,000. Head of household filers will have their match phased out if their AGI is between $30,750 and $53,250. Starting in 2028, these figures will be adjusted annually for inflation.

Employer SIMPLE IRA Contribution Limits:

TAX YEARS	EMPLOYER – 3% CONTRIBUTION	EMPLOYER – 2% NONELECTIVE CONTRIBUTION	EMPLOYER – ADDITIONAL 10% NONELECTIVE CONTRIBUTION
2025	Dollar-for-dollar match of employee deferral up to 3% of the employees' compensation†† Some companies may be required to match at 4%†	Straight 2% of compensation up to $7,000† Some companies may be required to make a 3% nonelective contribution.††	Additional 10% nonelective contribution (up to $5,100 as indexed)‡
2026	Dollar-for-dollar match of employee deferral up to 3% of the employees' compensation†† Some companies may be required to match at 4%†	Straight 2% of compensation up to $7,200† Some companies may be required to make a 3% nonelective contribution.††	Additional 10% nonelective contribution (up to $5,100 as indexed)‡

† Based on contribution limits as described by the IRS.

†† The 4% matching and 3% nonelective contributions are available to employers with 26–100 employees. (Refer to the Employee SIMPLE IRA Contribution Limits chart above.)

‡ Available to employees who have at least $5,000 of pay during the year.

Rollovers and Transfers

You may roll over or transfer all or part of your SIMPLE IRA to another SIMPLE IRA. Rollovers from one SIMPLE IRA to another SIMPLE IRA must generally comply with the rollover rules applicable to IRAs. Rollovers from one SIMPLE IRA to another SIMPLE IRA must be completed no later than the 60th day after the day you receive the distribution from your SIMPLE IRA. You may not roll over assets from a SIMPLE IRA to another SIMPLE IRA more than once in any 12-month period. As of January 1, 2015, you may not roll over assets among any of your IRAs more than once in a 12-month period. You may not roll over or transfer assets from your SIMPLE IRA to another IRA (other than a SIMPLE IRA) until two years have passed from the time you first participated in your Employer's SIMPLE IRA Plan. After the two-year period, rollovers from a SIMPLE IRA to another IRA are subject to the same rollover rules applicable to traditional IRAs. Rollovers are permitted from qualified plans and IRAs to a SIMPLE IRA provided you have met the two-year period mentioned previously. Prior to meeting the two-year period, rollovers must be from other SIMPLE IRA Plans.

Distributions

Required Minimum Distributions (RMDs). RMDs from an IRA (including traditional, rollover, SEP, and SIMPLE IRAs) are required to commence at age 73 for an individual who turned 72 on or after January 1, 2023, and at age 75 for an individual who attains age 74 on or after January 1, 2033.

RMDs are not required from Roth IRAs for the original account owner, but must be taken by the beneficiary of the original account owner over a specified period of time.

In general, the RMD rules that apply to a beneficiary named on an IRA will apply in three different scenarios depending on the relationship of the beneficiary to the original account owner and whether the beneficiary is an individual or an entity.

If the beneficiary is an individual, more specifically a spouse, minor child of the employee, disabled/chronically ill individual, or another person who is not more than 10 years younger than the deceased account owner, the beneficiary is an Eligible Designated Beneficiary "EDB" and will be able to take distribution over their life-expectancy or the longer of their life expectancy or the original IRA account owners if the IRA account owner died after starting RMDs.

If the beneficiary is the spouse and the IRA account owner had not started taking RMDs, the spouse can elect to wait to the original account owner's starting date; to elect to use the Uniform Life Table; their beneficiary would be treated as the original account owner's beneficiary.

If the beneficiary is an individual who is not an EDB, the RMD rule is usually the 10-year rule. If the IRA account owner had not started RMDs the non-spouse beneficiary could wait until the 10th anniversary of the account owners death to take a complete distribution of the account. If the account owner had started taking RMDs the non-spouse beneficiary could take the longer of their life expectancy or the reminder of the original account owner's life expectancy in years 1-9 and the a complete distribution in the 10th year following the IRA account owner's death.

If the beneficiary is an entity, the RBD rule is for the beneficiary to take a full distribution by the 5th anniversary of the original IRA occount owner's death.

Designated Roth Account Rollovers and the Five-Year Period of Participation. If there is a rollover of designated Roth account assets from an employer-sponsored plan to a Roth IRA, the period that the rolled-over funds were in the employer-sponsored plan do not count toward the determination of the five-year aging period in the Roth IRA. However, if an individual had established a Roth IRA in a year prior to the rollover, the five-year period for determining qualified distribution from the Roth IRA, which began with the year the first conversion is done, or the year for which the first contribution is made, would also apply to any funds subsequently rolled over from an employer-sponsored plan.

Qualified Birth or Adoption Distribution. A distribution of up to $5,000 can be taken by the IRA owner for a Qualified Birth or Adoption. The distribution is not subject to the 10% additional tax under 72(t)(1) provided this distribution is made during the one-year period beginning on the date on which the child of the IRA owner is born or the legal adoption by the IRA owner is finalized. This distribution can be repaid to an eligible retirement plan during the three-year period beginning on the day after the date on which the individual distribution was received.

Qualified Reservist Distribution. A "qualified reservist distribution" may be made from a qualified plan or an IRA by an individual ordered or called into active duty for a period of more than 179 days of active duty or for an indefinite period of time after September 11, 2001. The amount distributed may be recontributed to an IRA at any time during a two-year period after the end of active duty. The distribution is not subject to the 10% early withdrawal penalty if taken prior to age 59½.

Qualified Emergency Expense. Under SECURE 2.0, an individual may take one penalty-free withdrawal of up to $1,000 every year for an unforeseeable or immediate financial need, which may be repaid to an eligible retirement plan during the three-year period beginning on the day after the date on which the distribution was received.

Qualified Charitable Distribution. A QCD may be made from an IRA (other than an active SEP or SIMPLE IRA), and be excluded from income after the IRA owner has reached 70½ years old, if directly payable to a qualifying charitable organization for up to a maximum of $108,000 for 2025 and $111,000 for 2026 per taxpayer. Under SECURE 2.0, a one-time distribution in the amount of $54,000 for 2025 and $55,000 for 2026 can be made to a charitable remainder annuity trust, unitrust, or charitable gift annuity. Both of these limits will be indexed for cost-of-living adjustments in subsequent years. The amount excluded from income will be reduced by an amount equal to the aggregate amount, if any, of deductible IRA contributions made to the IRA since age 70½. The entire amount must otherwise be includable in income and otherwise tax deductible as a charitable contribution. The distribution may be used to satisfy the IRA's required minimum distribution and is not subject to withholding.

Qualified Disaster Recovery Distribution. Under SECURE 2.0, an individual who has sustained an economic loss because their primary address is in a federally declared disaster area is eligible to take a qualified disaster distribution of up to $22,000. This distribution must be taken within 180 days of the date of the disaster. The distribution is exempt from the 10% early withdrawal penalty, and income may be reported over three years on the individual's federal income tax return. This distribution can be recontributed to an eligible retirement plan during the three-year period beginning on the day after the date on which the individual receives the distribution.

Withdrawal for Terminal Illness. An individual who is declared by a physician to be terminally ill can request a distribution and will not be subject to the 10% early withdrawal penalty. This distribution can be recontributed during the three-year period beginning on the day after the date on which the individual distribution was received.

For additional information on changes affecting your SIMPLE IRA, please review *IRS Publication 560, Retirement Plans or Small Business (SEP, SIMPLE, and Qualified Plans), Publication 4334 SIMPLE IRA Plan for Small Business,* or contact your investment professional. You should review these changes carefully. As always, you are encouraged to consult a tax advisor with respect to any tax questions or to determine how these changes may affect your personal situation.

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.

Effective June 2026
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