Terms and Conditions for This Account

For purposes of these Terms and Conditions, all references to “you” or “your” refer to all account owners; references to “Fidelity” and “Fidelity Investments” refer to Fidelity Personal and Workplace Advisors LLC (“FPWA”), Fidelity Brokerage Services LLC (“FBS”), National Financial Services LLC (“NFS”), and their affiliates; and references to “Program” refer to the managed account program you have selected to participate in.

By selecting Open Account below, you acknowledge that:

- You are requesting that FBS and NFS, both members of NYSE and SIPC, open and maintain a brokerage account (your “Account”) in the name(s) listed as account owner(s) on this electronic application.
- FBS will perform brokerage and administrative services with respect to your Account.
- NFS will maintain your Account assets in a brokerage account and provide administrative services.
- FPWA and any sub-advisor it retains to provide advisory services with respect to your managed account (each a “Sub-Advisor”) will have discretionary trading authority over your Account.
- If your Account is a Traditional, Simplified Employee Pension Plan (“SEP”) or Roth Individual Retirement Account (each, an “IRA”), Fidelity Management Trust Company (“FMTC”) will act as IRA Custodian.
- Fidelity® Government Cash Reserves will serve as the core position (“Core Position”) for your Account.

By selecting Open Account below, you:

- Affirm that you are at least 18 years old and of full legal age to enter into the agreements associated with this application in your state of residence.
- Certify that all information provided in the application for your Program Account is true, accurate and complete.
- Represent and warrant that if you have not completed the section titled Associations in this electronic application, you are not associated with or employed by a stock exchange or a broker-dealer and that you are not a control person or associate of a public company under SEC Rule 144 (such as a director, 10% shareholder, or a policy-making officer), or an immediate family or household member of such a person.
- Acknowledge that you agree to the use of the Core Position to hold any assets of your Account pending investment or other instructions and that you have received and read the prospectus for the Core Position.
- Understand that your Core Position is a money market fund, and that you could lose money by investing in a money market fund. Although the fund seeks to preserve the value of your investment at $1.00 per share, it cannot guarantee it will do so. An investment in the fund is not 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.

- Understand that Fidelity’s government and U.S. Treasury money market funds will not impose a fee upon the sale of your shares, nor temporarily suspend your ability to sell shares if the fund’s weekly liquid assets fall below 30% of its total assets because of market conditions or other factors.

- Consent to have only one copy of Fidelity mutual fund shareholder documents, such as prospectuses and shareholder reports ("Documents"), delivered to you and any other investors sharing your address. Your Documents will be householded indefinitely; however, you may revoke this consent at any time by contacting Fidelity at 800-343-3548 and you will begin receiving multiple copies within 30 days. As Documents for other investments become available in the future, these Documents may also be householded in accordance with this authorization or any notice or agreement you received or entered into with Fidelity or its service providers.

- Understand that, upon an issuer’s request in accordance with applicable rules and regulations, Fidelity will supply your name to issuers of any securities held in your Account so you might receive any important information regarding them, unless you notify Fidelity.

- Understand that it is your responsibility to read the prospectus for any security purchased for your Account or into which your holdings are exchanged.

- Acknowledge that Fidelity will not be liable for any loss, cost, or expense arising out of your instructions, provided that it institutes reasonable procedures to prevent unauthorized transactions.

If your Account is held jointly, by selecting Open Account below, you may:

- Receive demands, notices, confirmations, reports, statements of account, and communications of every kind on behalf of the joint Account.

- Receive money, securities, and property of every kind and dispose of the same on behalf of the joint Account.

- Make agreements relating to any of the foregoing matters and to terminate, modify, or waive any of the provisions of the agreement on behalf of the joint Account.

By selecting Open Account below, you are authorizing FPWA and any Sub-Advisor to trade for your Account on a discretionary basis. In this regard, you further:

- Acknowledge that you have been furnished with a copy of the applicable Client Agreement, Program Fundamentals, and, if your Account is an IRA, the applicable IRA Custodial Agreement, and that you have read, understood, and agree to be bound by their terms and conditions together with these Terms and Conditions and all other provisions set forth in this electronic application, as they are currently in effect and as they may be amended in the future; provided, however, that it is agreed and understood that if the owner of a Fidelity® Wealth Services Account is not a natural person, then such owner will not receive any Financial Planning Services
(as defined in the Fidelity Wealth Services Client Agreement), although this Account may be considered in the provision of Financial Planning Services for a natural person who has an interest in such Account.

- Acknowledge that, in accordance with the Client Agreement, you may select a long-term asset allocation for your account as proposed by FPWA or a different long-term asset allocation that meets certain parameters set by FPWA. If, at any time during the life of your account, you select a long-term asset allocation that differs from that proposed by FPWA, you understand and acknowledge that you are authorizing and directing that your account be managed according to the long-term asset allocation that you select, that you are responsible for such direction, and that the performance of your account will likely differ from the performance of an account managed according to the long-term asset allocation proposed by FPWA.

- Appoint FPWA as your agent and attorney-in-fact to purchase, redeem, or exchange eligible securities held in your Account on your behalf, as part of your participation in the Program. You hereby authorize FPWA or a Sub-Advisor to do all things necessary or incidental to the investment conduct of your Account for and on your behalf and with the same force and effect as you might or could do. You acknowledge and agree that, such appointment and authorization includes, to the extent contemplated by the applicable Client Agreement and Program Fundamentals, FPWA’s right to engage affiliated and unaffiliated Sub-Advisors to which FPWA Advisers may delegate its discretionary trading authority and such Sub-Advisors will then have the authority as your agent and attorney-in-fact to purchase, redeem, or exchange eligible securities held in your Account on your behalf, as part of your participation in the Program.

- Agree that FPWA and, as appropriate, any Sub-Advisor will provide discretionary investment management services only with respect to that portion of your Account that is cash or other short-term investments or is invested in any eligible securities, and that neither FPWA nor any Sub-Advisor will provide discretionary investment management services with respect to any other assets in your Account.

- Direct FPWA to liquidate those securities that are not eligible securities at the time your Account is funded.

- Understand that FPWA or a Sub-Advisor reserves the right not to accept certain assets for discretionary management and that certain individual securities you may use to fund your Account that are otherwise eligible may at the time of funding be temporarily ineligible based on aggregate holdings regulatory guidelines imposed on Fidelity as a consolidated group of companies. Under these circumstances, you authorize FPWA or a Sub-Advisor to move the shares to a nondiscretionary Fidelity brokerage account in your name; when you are notified that the securities have become eligible under the aggregate holdings rules, you will instruct FPWA or the Sub-Advisor to transfer the eligible securities to your Account.

- Acknowledge that (1) your advisory fees will be governed by the terms of your Client Agreement, (2) your net advisory fee will vary over time based on the investments in your Account, and (3) your advisory fee may be higher or lower than any estimates presented to you.
Understand that you have a right to terminate the Client Agreement without penalty at any time by written notice in accordance with the Client Agreement.

Authorize NFS and FBS to liquidate sufficient securities from your Account to pay FPWA’s fees, and to pay the proceeds of such liquidation to FPWA, in accordance with the Client Agreement.

Understand that all information and representations provided in this electronic application and the Client Agreement will apply to any security purchased or into which your shares are exchanged.

Acknowledge that you have had the opportunity to review the prospectuses for all the mutual funds and exchange-traded products included in your investment proposal, as applicable.

Understand that nondeposit investment products, including, without limitation, money market mutual funds, offered through Fidelity are not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency, are not obligations of any bank, and are subject to risk, including possible loss of principal.

Understand and agree that neither FPWA nor any Sub-Advisor shall be liable for any loss in the market value of your Account resulting from its management, except for losses resulting from its bad faith or gross negligence, though federal and state securities laws impose liability under certain circumstances on persons who act in good faith and nothing herein shall waive or limit any rights under these laws.

Ratify any instructions given on this Account and any Account into which your assets are invested relating to this online application and the Client Agreement and agree that Fidelity will not be liable for any loss, cost, or expense for acting in good faith upon FPWA’s or any Sub-Advisor’s instructions for your Account.

If your Account is an IRA, by selecting Open Account below, you:

Adopt the Fidelity Program IRA identified in this electronic application and appoint FMTC (or its successor) as Custodian, and FBS and NFS to perform administrative services pursuant to the terms of the Fidelity IRA or Roth IRA Custodial Agreement.

Acknowledge that you received the Fidelity IRA Custodial Agreement and Disclosure Statement and the Fidelity Roth IRA Custodial Agreement and Disclosure Statement that apply to the Account you are opening with this online application. You agree to all terms and conditions of the applicable agreement(s), as these agreements may be amended from time to time.

Acknowledge that FMTC’s acceptance of its appointment as Custodian is effective upon proper completion and timely submission of this online application, notwithstanding what is stated in Article 8, Section 27, of the Fidelity IRA Custodial Agreement and Article 9, Section 26, of the Fidelity Roth IRA Custodial Agreement, as appropriate.

Acknowledge that acceptance of your application will be indicated by a Letter of
Acceptance signed by, or on behalf of, FMTC or its agent, and delivered upon the Custodian’s receipt of the initial contribution.

- Understand Fidelity may charge an annual maintenance fee and/or liquidation fee and this fee may be separately billed or collected by liquidating sufficient securities from your Account. Fidelity may change the fee schedule from time to time, as provided in the Fidelity IRA Custodial Agreement.

- Agree to indemnify the Custodian (its agents, affiliates, successors, and employees) from any and all liability in the event that you fail to meet any IRS requirements concerning your IRA(s).

- Acknowledge that payment to beneficiaries will be made according to the rules of succession described in the applicable Custodial Agreement.

- Understand that, to the extent that inherited employer-sponsored plan assets are being directly rolled to an IRA or Inherited IRA, it is your responsibility to ensure that only eligible assets are rolled and all minimum required distributions are satisfied.

- Agree that upon transfer of assets due to any life event (divorce, death, etc.), and unless otherwise instructed, all residual income paid to the Account and any fractional shares will be systematically allocated to the Transferee (New Asset Holder) receiving the largest share proportion of the Account assets. If the Account is transferred evenly, or at different intervals, the income and/or fractional shares will be systematically allocated to the last transferee paid.

- Understand that, if you are establishing an IRA or an Inherited IRA to hold assets that you inherited from an original IRA owner who was 70½ or older at the time of death and who had not satisfied the MRD for the year of death, any remaining year-of-death MRD amounts must still be satisfied.

- Understand that you are responsible for maintaining and reporting your Roth IRA five-year aging date to the IRS for purposes of qualified distributions.

By selecting Open Account below, you are signing this electronic application to acknowledge and agree to all of the foregoing, to submit your information to Fidelity, and to open your new Account. This acknowledgement applies only to this new account application process and delivery of the important documents linked to this electronic application. To retain these documents, open each linked PDF and print these documents, including these Terms and Conditions. If you are unable to view or access any of these documents, you should exit this application. You may obtain paper copies of this application or any of the linked documents at no charge by calling 800-659-5026.