

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 Fidelity 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 Fidelity Retirement Plan and Trust Agreement, as applicable.

1. 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:

- 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 (are) not affiliated with or an agent of Fidelity and is (are) not authorized to act or make representations on Fidelity's behalf; Fidelity and my Authorized agent(s)/Advisor(s) have no relationship except as described in this Agreement;
- 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) or the frequency of the investment or trading activity in my account. My Authorized agent/ Advisor has collected from me such information as is required to determine the suitability of my investment or trading activity;
- 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 Your Advisor

Fidelity provides your investment advisor with a range of benefits to help your advisor conduct its business and serve you. These benefits can include providing or paying for the costs of products and services furnished to your advisor or direct payments to your advisor to defray the costs they incur when doing business. The benefits provided to your advisor may not necessarily benefit your account. The following is a general description of the benefits Fidelity provides to advisors and the surrounding arrangements. The benefits and arrangements vary among advisors depending on the business they and their clients conduct with us and other factors. Fidelity's relationship with each advisor is unique. Feel free to contact us or your advisor for information about the benefits and arrangements available to your advisor in managing your account through Fidelity.

Fidelity pays for or provides some advisors with technology solutions to help facilitate advisors' practices, to maintain the advisors' integration with Fidelity's brokerage systems, and to streamline advisors' operations. These technology solutions include, but are not limited to, Fidelity and its affiliates' proprietary products and platforms that allow advisors to communicate electronically with Fidelity or access third-party technology products and services. Fidelity pays some of its affiliates, including eMoney Advisor, to obtain discounts on its affiliates' products and services for some advisors. The discounts may be substantial and are negotiated individually with advisors based on various factors, including the advisor's assets under management with Fidelity, the profitability of the advisor's relationship to Fidelity and, at times, non-financial factors such as the advisor's status in the industry. Consult your advisor to determine if it receives discounts from Fidelity's affiliates and what effect, if any, such discounts have on the choices it makes with respect to your account(s) or investments. We also assist some advisors in their marketing activities, including by providing or paying for marketing materials and initiatives for the advisors, co-sponsoring events with the advisors, or engaging in joint marketing initiatives with the advisors. We assist advisors in transferring client accounts to our platform and in completing documentation to enroll clients to receive our services, such as providing or paying for clerical staff to assist in this process or paying account transfer fees or other charges you or other clients may have to pay when changing custodians or service providers. We also make direct payments to some advisors in the form of reimbursements for reasonable travel expenses incurred when reviewing our business and practices. We also make direct payments to some advisors for performing back-office, administrative, custodial support and clerical services for us in connection with client accounts for which we act as custodian. Some advisors 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 advisor has an incentive to favor certain types of investments over others.

We also offer investment research to help advisors make well-informed decisions for client accounts and access to Fidelity representatives to provide support to advisors. These and other services will provide benefits to advisors who receive them and are made available to advisors at no fee or at a discounted fee. Fidelity's provision of these services and other benefits to advisors may be based on the advisors' clients placing a certain amount of assets in accounts with us within a certain period of time. Such arrangements can pose a conflict of interest in connection with an advisor's recommendation or requirement that its clients establish accounts with us.

In some cases, Fidelity and an advisor agree to pricing (including commissions and transaction account and service fees) for client accounts held at Fidelity based on the nature and scope of business the advisor does with us, including the current and future expected amount of the advisor's client assets in our custody, the types of securities managed by the advisor, and the expected frequency of the advisor's trading. If your advisor has such an agreement with us, your account will be subject to it. We may change the pricing and the services and other benefits we provide if the nature or scope of an advisor's business with us changes or does not reach certain levels, in which case pricing for the advisor's client accounts, including your own account if your advisor has such an agreement with us, may increase to an amount we decide but not to exceed our standard pricing for advisors that custody with Fidelity. These types of arrangements can pose a conflict of interest for advisors and may influence the nature and scope of business the advisors do with Fidelity and their recommendations or advice to clients.

Fidelity may provide information to advisors that may be deemed the solicitation of a particular security. In no event does the providing of this information to an advisor constitute solicitation of a particular security to the client or account owner by Fidelity, and an advisor is responsible for interposing its own judgment when giving recommendations or advice to clients. Any trading decisions are solely between the advisor and the account owner.

As between Fidelity and your advisor, your advisor is responsible for disclosing to you information pertaining to its receipt of the benefits described above, any related conflicts of interest the receipt of those benefits creates for your advisor,

and how your advisor addresses those conflicts of interest. Fidelity undertakes no responsibility to monitor or review your advisor's practices or disclosures to determine if they are consistent with applicable law or your advisor's obligations.

For further information about the benefits and arrangements available to your advisor in managing your account through Fidelity, feel free to contact us or your advisor directly. We encourage you to discuss directly with your advisor any conflicts of interest that receiving these benefits may create for your advisor and how your advisor addresses those conflicts of interest.

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.**

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. 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 www.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). Three (3) business days prior to the dividend payable date, (note, however, to occur two (2) business days prior to the dividend payable date beginning September 5, 2017, to coincide with the SEC's amended rule to shorten the settlement cycle for securities transactions), 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 Monthly Statements

In lieu of separate immediate trade confirmation statements, all transactions made through the Service will be confirmed on my regular monthly 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 your receipt of the notice. I may withdraw completely or selectively from the program. 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.

Automatic Dividend Reinvestment Transactions through the Depository Trust Company

I understand that if I elect to participate in the Service, reinvestment for certain securities may occur through the Depository Trust Company dividend reinvestment service (the "DTC program"). DTC and the issuer determine which securities participate in the DTC program. Only certain eligible DTC program securities will participate in the Service, and such eligibility is determined by you. I can obtain immediate information regarding DTC-eligible securities by calling my Fidelity Representative.

Securities eligible for reinvestment through the DTC program portion of the Service cannot participate in the cash reinvestment portion of the Service. If a

DTC-eligible security subsequently becomes DTC-ineligible, and I have elected dividend reinvestment for that security, I will automatically continue to participate in the cash reinvestment portion of the Service for that security, provided that it is eligible for the Service. If a DTC-ineligible security subsequently becomes DTC-eligible, and I have elected dividend reinvestment for that security, then I will continue to participate in the Service through the DTC program portion of the Service for that security. No communication regarding these changes will be provided to me.

You will post the DTC program transaction to my account when the details including determination of any discounts are made available to you by DTC. Such transactions, although not posted to my account on the dividend payable date, will be effective as of such date. If I liquidate my shares after the dividend record date but before the DTC program reinvestment is posted to my account, then I will receive the dividend in cash.

- 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.
- 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.
- 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.
- 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.

- 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.**
- 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.

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 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 maybe governed by the issuer's inside trading policy, and I agree to comply with such policy.

15. 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, Fidelity Retirement Plan and 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.
16. I understand that no provision of this Agreement can be amended or waived except by Fidelity and I agree to the terms and conditions set forth in this Agreement as they are today and as they be amended in the future. If any provision of this Agreement becomes inconsistent with any 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. No waiver of any provision of this Agreement shall be deemed a waiver of any other provision, nor a continuing waiver to the provision so waived.
17. I hereby authorize my Authorized agent(s)/Advisor(s) to enter into such schedule of interest rates, commission rates and any other fee schedules for my account as may be determined between my Authorized agent(s)/Advisor(s) and Fidelity, and I hereby certify that my Authorized agent(s)/Advisor(s) has informed me of such interest rates, commission rates and other fee schedules. I represent that the fees are reasonable in light of the services provided and I agree to be bound thereby.
18. 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.
19. 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 Fidelity Retirement Plan and 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 Fidelity Retirement Plan and Trust Agreement, as applicable, if a Form 990-T filing is required a \$300 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.
20. 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.
 21. 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.
 22. **Payment of Items**

I understand that all debit items, which may include checks, securities account transactions and electronic funds transfers, will be accumulated daily and that Fidelity will promptly pay each on my behalf to the extent sufficient funds are available. I will maintain sufficient assets in my account to satisfy all obligations as they become due. I understand that payment of any debit item in my account will be made: first, from amounts contributed by me or on my behalf and available that day; second, from the proceeds of redemption of Core Transaction Account shares which you are authorized to redeem to pay such items; third, any shares in another Fidelity money market fund; fourth, should these sources prove insufficient, and I have selected the margin option, from margin loans made by Fidelity within the available margin loan value of my securities account; and fifth, any securities in any other account at Fidelity in which I have an interest. No provisions of this Agreement regarding liens and security interests shall apply to the extent its application would be in conflict with any provisions of ERISA or the Internal Revenue Code or any related rules, regulations or guidance.

As used in this Agreement, the total cash and margin loan value shall be the "Collected Balance." Any such amount will be a loan by Fidelity to me and will be secured by the securities in my account. If Fidelity extends credit to me, interest will be charged from the date credit is extended, and is subject to the terms of the Margin Account Agreement. Payments for debit items will be made on my behalf in the following order as they become due:

First, securities transactions (including margin calls) and other account fees; Second, my checks, if this account has checkwriting. 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 or redemption gate (as described in more detail in the fund's prospectus), upon notice to Fidelity by the fund that a liquidity fee or redemption gate 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 or redemption gate, the money market mutual fund may not provide Fidelity with advance notice of such liquidity fee or redemption gate. As a result, I may not be notified of such liquidity fee or redemption gate 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 or redemption gate, and it may be applied to my trade retroactively.

23. The reasonable costs of collection of any unpaid deficiency in my account, including attorney's fees incurred by Fidelity, shall be reimbursed by me to Fidelity.
24. 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.
25. 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.
26. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts, except as superseded by federal law or statute; shall cover individually and collectively all accounts that I may open or reopen; shall inure to the

benefit of the successors of FMTC, or Fidelity, and assigns, whether by merger, consolidation or otherwise; and Fidelity may transfer my account to the successors and assigns. This Agreement shall be binding upon my heirs, executors, administrators, successors and assigns.

27. 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)/Advisor(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)/Advisor(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.

28. 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 cashing 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)/Advisor(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)/Advisor(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-taxable-year period, which begins on the first day of my taxable year for which the first regular contribution is made to any Roth IRA owned by me or, if earlier, the first day of my 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.

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 your Authorized agent/Advisor, as your agent, to make federal and state tax withholding elections on your 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 you or your Authorized agent/Advisor 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 you 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 you have elected not to have tax withheld (an IRS requirement as applicable). A Post Office Box does not qualify as a residential address.

If you or your Authorized agent/Advisor 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 your 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 you elect to have such tax withheld.

Your state of residence will determine your state income tax withholding requirements, if any. Refer to the list below. Your state of residence is determined by your legal address of record provided for your IRA.

Residents of AR, IA, KS, MA, ME, OK, and VT: If federal income tax is withheld, state income tax of at least your state's minimum requirements must be withheld in addition to federal income tax withholding at the time of your distribution. If you or your Authorized agent/Advisor elect out of federal income tax withholding, state income tax will not be withheld unless you indicate otherwise.

Residents of CA, DE, NC, and OR: If federal income tax is withheld, state income tax of at least your state's minimum requirements must be withheld in addition to federal income tax withholding at the time of your distribution unless you or your Authorized agent/ Advisor elect not to have state income taxes withheld.

Residents of DC: If you are taking a distribution of your entire account balance and not directly rolling that amount over to another eligible retirement account, DC requires that a minimum amount be withheld from the taxable portion of the distribution, whether or not federal income tax is withheld. In that case, you or your Authorized agent/Advisor must elect to have the minimum DC income tax amount withheld by completing the Withholding Election section. If your entire distribution amount has already been taxed (for instance only after-tax or nondeductible contributions were made and you have no pre-tax earnings), you may be eligible to elect any of the withholding options. If you wish to take a distribution of both taxable and non-taxable amounts, you or your Authorized agent/Advisor must complete a separate distribution request form for each and complete the Withholding Election sections of the forms, as appropriate.

Residents of MI: MI generally requires state income tax of at least your state's minimum requirements regardless of whether or not federal income tax is withheld. Tax withholding is not required if you meet certain MI requirements governing pension and retirement benefits. Reference the MI W-4P Form for additional information about calculating the amount to withhold from your distribution. Contact your tax advisor or Authorized agent/Advisor for additional information about MI requirements.

Residents of MS: Whether or not federal income tax is withheld, state income tax of at least your state's minimum requirements will be withheld at the time of your distribution unless you or your Authorized agent/Advisor request otherwise.

Residents of AK, FL, HI, NH, NV, SD, TN, TX, WA, and WY: State income tax withholding is not available on IRA distributions. Consult a tax advisor, state agency, or your Authorized agent/Advisor for more information.

Residents of all other states: You are not subject to mandatory state income tax withholding; however, you or your Authorized agent/Advisor may elect voluntary state income tax withholding in a percentage. If you or your Authorized agent/Advisor elect to have state income taxes withheld and your state provides a minimum amount or percentage for withholding, you or your Authorized agent/Advisor must elect a percentage that is not less than your state's minimum withholding requirements. If the percentage you or your Authorized agent/Advisor elect for withholding is less than your state's minimum withholding requirements, your state's minimum amount or percentage will be withheld.

IMPORTANT: State tax withholding rules can change and the rules cited above may not reflect the current ruling of your state. Consult with your tax advisor or state taxing authority to obtain the most up-to-date information pertaining to your state.

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

29. **Authorization to Pay Fees.** I authorize Fidelity as agent for FMTC to deduct from my account, at my Authorized agent(s)/Advisor(s)'s direction, my Authorized agent(s)/Advisor(s)'s fee for financial advisory services rendered to me in connection with my account indicated on the Application. I represent that I have reviewed the financial advisory fees with my Authorized agent(s)/Advisor(s), and I believe that such fees are reasonable for the services provided by my Authorized agent(s)/Advisor(s). Fidelity and FMTC shall be entitled to rely exclusively upon the direction of my Authorized agent(s)/Advisor(s) and shall be indemnified with respect to any action or inaction with respect to such direction.

30. **Core Transaction Account**

Amounts contributed and received may be invested while awaiting reinvestment in a free credit balance which is a taxable income-earning account (note, this is a different option from the Intra-day Free Credit Balance described in this Agreement), the Bank Deposit Sweep Program, the money market mutual fund I choose, or any other fund Fidelity makes available (the "Core Transaction Account") 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 on a daily basis 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 or redemption gate (as described in more detail in the fund's prospectus), upon notice to Fidelity by the fund that a liquidity fee or redemption gate 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.

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 insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. The fund sponsor has no legal obligation to provide financial support to the fund, and I should not expect that the sponsor will provide financial support to the fund at any time.

Fidelity's government and U.S. Treasury money market funds will not impose a fee upon the sale of my shares, nor temporarily suspend my 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.

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 a Bank Deposit Sweep Program and 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. A Bank Deposit Sweep Program is not a security and therefore is not protected by SIPC. Funds received into an account are immediately covered by SIPC (up to applicable SIPC coverage limits) and when swept to an FDIC insured account at a Bank, are eligible for FDIC insurance subject to FDIC insurance coverage limits. 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, 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.

Each of the Banks 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 each Bank or to opt out of any Bank in my list.

For more information about the methodology used to assign a Bank to receive my cash balances, how my cash balances will be swept to and from the Banks on the Bank Lists, interest rates or the relationship between a Bank and Fidelity, including fees paid to Fidelity by the Bank(s), I can refer to the BDSP Disclosure Documents.

Cash balances held on my behalf at a Bank(s) earn a rate of interest that will vary over time. 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.

Notwithstanding the available number of eligible Banks, Program limitations require that deposits made into a Bank Deposit Sweep Program are only eligible for up to a maximum of \$2.5 million in FDIC insurance at any given time (for an individual account) or up to a maximum of \$5 million in FDIC insurance at any given time (for a joint account), subject to the total amount on deposit in an account, applicable FDIC rules (generally, the standard FDIC insurance protects up to \$250,000 per depositor, per depository bank, for each account ownership category; see FDIC rules for details) and other factors (such as up to only \$500,000 per joint account, regardless of the number of account holders). Refer to the Bank Deposit Sweep Program Disclosure Documents. **Deposits over the maximums or limits will not be FDIC or SIPC insured.**

A Bank Deposit Sweep Program is not SIPC insured. 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.

If I or my Authorized agent/Advisor elect a Bank Deposit Sweep Program, 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 or the Bank Deposit Direct Investment Disclosure Document.

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 or a Bank Deposit Direct Investment 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 www.FDIC.gov or call 877-ASK-FDIC.

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) 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 the Taxable Interest Bearing Option as my core position (or if I subsequently change my election to the Taxable Interest Bearing Option), I may be unable to change my core option election even if other options are available to me.

If I have an existing account that utilizes any option for my core option other than the Taxable Interest Bearing Option, the process of sweeping the Intra-day Free Credit Balance to my core account will be suspended. This will not affect any balance held in the core position at the time of the suspension. Although, while 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.

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.

During normal hours when the market is open ("Intraday"), any new deposit to my account or settlement proceeds from a transaction in my Fidelity Account are held as a free credit balance (the "Intra-day Free Credit Balance"). Each business day, the Intra-day Free Credit Balance is automatically swept into my core account, where it is handled as described herein. Like any free credit balance, the Intra-day Free Credit Balance represents an amount payable to me on demand by Fidelity. Subject to applicable law, Fidelity may use this free credit balance in connection with its business. Fidelity may, but is not required to, pay me interest on this free credit balance, provided that the accrued interest for a given day is at least \$.0050. Interest, if paid, will be based upon a schedule set by Fidelity, which may change from time to time at Fidelity's sole discretion.

Investments by check* may be promptly credited to my Core Transaction Account and will earn interest on the Core Transaction Account prior to final collection of such checks. I understand that access to the redemption proceeds of Core Transaction Account shares purchased with monies so advanced may be withheld for up to 4 business days to assure that such checks have been collected. Such withholding may result in dishonor of checks or other debit items if monies are not otherwise available to me within the account.

If a check issued to me from my account remains uncashed and outstanding for at least six months, I authorize and instruct Fidelity to cancel the check and return the underlying proceeds to me by depositing the proceeds into my Core Transaction 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, over-drafts 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 www.fidelity.com. Making the first investment into that fund is my acknowledgment that I have received and read a prospectus for that fund.

*Fidelity will not accept for deposit, checks in non-U.S. currency or checks drawn on non-U.S. bank accounts.

31. **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.
32. **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.
33. **Receipt of Communications.** Communication by mail, messenger, telegraph, electronic mail or electronic record or otherwise sent to me or my Authorized agent(s)/Advisor(s) at the mailing address listed on the Application or any other address I may give Fidelity in writing are presumed to be delivered to and received by me whether actually received or not. A statement of all transactions will be mailed to the address of record, monthly or quarterly, depending on activity, or instead of receiving these documents through the mail, I may choose to receive electronic notification that statements and trade confirmations are available for online viewing. There is no fee for this option, and I may switch to or from it at any time. For more information, I understand that I should speak with my Authorized agent/Advisor. I understand that I should promptly and carefully review the transaction confirmations and periodic account statements and notify Fidelity of any errors. Information contained on transaction confirmations and periodic account statements is conclusive unless I object in writing immediately after it is transmitted to me.
- Account mailings may include: confirmation of the new account profile, confirmations of changes to the investment objectives, and the tri-annual account profile confirmation.
- All account mailings of 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.
34. **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.

35. **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).
36. **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.
37. **Miscellaneous.** (1) The failure of Fidelity at any time to require performance by my Authorized agent(s)/Advisor(s) or account holder of any provision of these terms and conditions will not limit the right to require such performance at any time thereafter. (2) Fidelity reserves the right, in 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 which Fidelity determines may adversely affect the investment company or its shareholders. (3) My Authorized agent(s)/Advisor(s) will not use Fidelity's name in any advertising or promotional materials without prior written approval by Fidelity.
38. **Assignment.** Authorized agent(s)/Advisor(s) may not assign this or any related agreement without the prior written consent of me and Fidelity. With the exception of the authorizations I have granted to my Authorized agent(s)/Advisor(s), all authorization granted to my Authorized agent(s)/Advisor(s) shall inure to the benefit of my Authorized agent(s)/Advisor(s) successors, whether by merger, consolidation or otherwise, and assigns, and you may transfer the Authorized agent(s)/Advisor(s) authorizations to the successor and assigns.
39. **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 Fidelity Retirement Plan and 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.
- 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.
40. **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. 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 if Fidelity terminates its relationship with my Authorized agent(s)/Advisor(s), 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. I understand that the fees and commissions applicable to my account may change if my account becomes a Fidelity retail brokerage account and I can view the Fidelity retail brokerage account fees and commissions on www.fidelity.com or obtain them from Fidelity by calling 800-544-6666.

41. 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.

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 Account Agreement. Unless otherwise defined in this Supplement, defined terms have the same meaning as in my Client Account Agreement. In the event any provision in this Supplement conflicts or is inconsistent with any provision of my applicable Client Account Agreement, the provisions of this Supplement will control for matters related to my or my Authorized agent(s)/Advisor(s) having chosen Asset-Based Pricing for my Account(s). In the event that any provisions in this Supplement or my Client Account 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 Account 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. More specifically, my Authorized agent(s)/Advisor(s) have entered into an Asset-Based Pricing relationship for my account(s) established at Fidelity. Account(s) chosen for Asset-Based Pricing ("ABP Account(s)") will, subject to certain restrictions, receive Fidelity's customary securities brokerage and execution services 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 and similar costs at the time of each transaction. 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, cash equivalents, alternative investments, no transaction fee mutual funds, mutual funds with a load or sales charge, Fidelity Mutual Funds, same day settlement Money Market Funds, 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 cycle 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 Fidelity 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 cycle. 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 dependant 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. Fidelity 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 tiers of the schedule of my Authorized agent/Advisor. The ABF for the Billing Period will be the sum of the monthly amounts for said Billing Period. This shall be the ABF

fee billed for said 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 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 amount charged, if applicable, will be shown on my account statement. 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 applied to all trades in excess of the trade cap. 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 Fidelity 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.

I authorize my Authorized agent/Advisor to determine which securities and other property are to be sold and to liquidate or withdraw the securities and other property in each ABP Account, without notice to me, to pay the ABF and any other fees due to Fidelity under this Supplement. 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 and execution 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 and execution 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.** Fidelity 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 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 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 Fidelity's affiliate, National Financial Services LLC ("NFS"), generally will receive additional compensation or other benefits

from 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. Fidelity will not receive any additional compensation.

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. Fidelity'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. Fidelity will not receive any additional compensation.

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 Fidelity under this Supplement – I recognize that my Authorized agent(s)/Advisor(s) may 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. 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 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 Fidelity 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 have determined, in consultation with my Authorized agent(s)/Advisor(s) that participation in this ABP Arrangement is suitable and appropriate for me. Accordingly, I have carefully considered all relevant factors, including the factors described in this Supplement. 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 Asset-Based Pricing 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, Fidelity provides securities brokerage and execution 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 and execution charges are paid on a per-trade basis. Neither Fidelity nor any of its affiliates or 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 affiliates and 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 Account 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. 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 Account 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.

This section applies only to accounts established in the Managed Account Solutions (formerly Managed Account Resources Platform ("MAS Platform")): Be advised that the billing cycle 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 any Trade Away Transaction if Fidelity does not receive subject securities or other property, including cash to settle the Trade Away Transaction by settlement date.

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 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.



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 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?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> ■ 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 <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> ■ 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 <p>State laws and individual companies may give you additional rights to limit sharing.</p>

DEFINITIONS

Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> ■ Fidelity Investments affiliates include companies with the Fidelity name (excluding the Fidelity Funds), as listed below, and other financial companies such as National Financial Services LLC, Strategic Advisers LLC, and FIAM LLC.
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> ■ Fidelity does not share with nonaffiliates so they can market to you.
Joint marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> ■ 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.

WHO IS PROVIDING THIS NOTICE?

Fidelity Investments companies: Fidelity Brokerage Services LLC; Fidelity Distributors Corporation; Fidelity Investments Institutional Operations Company, Inc.; Fidelity Investments Institutional Services Company, Inc.; Fidelity Management Trust Company; Fidelity Personal Trust Company, FSB; Fidelity Personal and Workplace Advisors LLC; Fidelity Investments Life Insurance Company; Empire Fidelity Investments Life Insurance Company; Fidelity Insurance Agency, Inc.; National Financial Services LLC; Strategic Advisers LLC; FIAM LLC.

The Fidelity Funds, which include funds advised by Strategic Advisers LLC.

