



## International Trading Agreement

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**This International Trading Agreement (this “Agreement”) provides important information with respect to international trading including trading in foreign securities, multicurrency capabilities, foreign exchange transactions and use of international exchange data (collectively, “International Trading”) that the Account Owner (“I”) or my Authorized Agent(s)/Advisor(s) may transact in my brokerage account. I will read this information carefully and contact Fidelity Brokerage Services LLC (“Fidelity”) or my Authorized Agent(s)/Advisor(s) with any questions.**

I understand that my relationship with Fidelity is, to the extent applicable, governed by other agreements, including, but not limited to, the terms and conditions that govern the brokerage account(s) at Fidelity through which I access International Trading (including without limitation, the Fidelity Account Customer Agreement, Options Agreement, Fidelity Brokerage Retirement Account Customer Agreement); to the extent applicable, the terms of such agreements are incorporated into this Agreement by reference.

I acknowledge that International Trading including 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.

International Trading also may be subject to various credit, settlement, operational, financial and legal risks. These risks may include but are not limited to:

- 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 carries an increased risk of failure.
- 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 a purchase of 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. I understand that foreign securities orders will not be sent to the local market except during market hours in such country. All orders entered during such non-market hours (with the exception of a limited number of Foreign Securities also traded in the United States as specified below) will be held until the local market is open. I also understand that foreign exchange orders for a given trade date may be entered up until 5:00 PM ET and that any orders submitted after this time will be submitted for execution on the following trade date. Generally, settlement date on orders placed together for foreign securities and foreign exchange corresponds to the settlement date of the underlying security absent differences in bank and local market days of operation.
- Foreign Securities traded in the United States or traded in foreign markets using U.S. symbology. I understand that a limited number of foreign securities may be available through U.S. market makers when the local markets are closed, and the U.S. markets are open. Additionally, these same securities may be traded directly in foreign markets through local brokers when local markets are open. Quotes for these securities may not accurately reflect the most current bids or offers for the particular security. The transaction price in U.S. Dollars (“USD”) reported to you for foreign securities trades executed in the US includes both the currency exchange rate and the local broker’s commission, if any. A breakdown of the actual fees included in any foreign security transaction price is available upon request.
- Unless indicated otherwise, all online trading hours are reflected in U.S. Eastern Standard Time.
- Cross-Border Settlement. Cross-border settlement involves the interaction of different settlement systems and differing (and potentially inconsistent) laws and/or rules and regulations in each of the affected countries.
- Trading Restrictions and Market Operations. Foreign markets often operate differently from U.S. markets. For example, there may be different periods for clearance and settlement of securities transactions and investments in foreign securities may be subject to local market trading restrictions and fees. Certain markets may impose restrictions regarding re-patriation of monies or limit certain investment activities. I understand and acknowledge that Fidelity is not responsible for notifying me of each country’s specific requirements. I will conduct appropriate due diligence to understand specific limitations in each country.
- Tax Treatment. I understand that there may be negative tax consequences as a result of trading in certain countries. I will consult a tax advisor for further information.

- **Dividend and Reorganization Payments.** Dividend and Reorganization payments are paid upon receipt of funds from local market custodians, which may or may not coincide with the actual announced payment date. Customers subject to USD payments as a result of a Foreign Exchange or a Dividend or Reorganization transaction, should refer to the Foreign Currency Exchange Risk Disclosure Statement section of this Agreement.
- **Margin Privileges.** Extension of margin credit in foreign securities may result in greater risk than U.S. Securities. I understand that foreign securities may be eligible for margin privileges to the extent my brokerage account has been established and approved for margin.
- **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 (which may differ from U.S. law), and those remedies may be limited.

Because of these risks, the possibility of incurring substantial losses exists, so before engaging in International Trading, I have carefully considered whether it is appropriate for me.

I understand that foreign securities positions that are not in the custody or control of National Financial Services LLC ("NFS") are not covered by SIPC or any additional insurance secured by NFS.

I understand that Fidelity may limit, restrict or terminate my ability to trade in certain foreign markets or certain currencies and may place limits on the number or volume of foreign securities or currency transactions in my brokerage account at any time and in Fidelity's sole discretion. I also understand that I may be required to maintain minimum net equity levels in my brokerage account.

I understand that the terms of this Agreement as well as the features, functionality, limitations and requirements associated with the International Trading program are subject to change at any time. I further understand that Fidelity may terminate my ability to engage in International Trading at any time without notice.

I understand that foreign securities positions will be reported on my brokerage account statement in local currency where available, and also in USD. I further understand that my statement will not reflect gain or loss information regarding my foreign currency transactions.

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 by me or my Authorized Agent(s)/ Advisor(s) with respect to my brokerage account, including Losses arising out of or relating to International Trading that I or my Authorized Agent(s)/ Advisor(s) may transact on my behalf.

#### **FOREIGN CURRENCY EXCHANGE RISK DISCLOSURE STATEMENT**

While this brief statement cannot disclose all risks associated with trading in foreign currency, when considering whether to trade or

authorize someone else to trade foreign currency for you, you should be aware of the following:

**The risk of loss in trading foreign currency can be substantial.** You should therefore carefully consider whether such trading is suitable for you in light of your financial condition, risk tolerance and understanding of foreign markets.

**Cash Held in Foreign Currency.** To the extent that you hold all or a portion of your cash assets in a currency other than your local currency, you may suffer currency losses from unfavorable exchange rate movements that reduce the value of your cash assets as measured against your local currency. These potential losses could leave you without sufficient cash to pay planned expenses or other liabilities.

**Impossible to liquidate.** Under certain market conditions, you may find it difficult or impossible to liquidate a position. This can occur, for example when a currency is deregulated or fixed trading bands are widened. Certain currencies may not be available to transact through Fidelity. Exchange practices including currency controls may change from time to time without notice to you. As a result, it is important that you understand the practices in the foreign markets in which you trade.

**Currency trading is speculative and volatile.** Currency prices are highly volatile. Price movements for currencies are influenced by, among other things: changing supply-demand relationships, trade, fiscal, monetary, exchange control programs and policies of governments; United States and foreign political and economic events and policies; changes in national and international interest rates and inflation; currency devaluation; and sentiment of the marketplace. None of these factors can be controlled by you or any individual advisor and no assurance can be given that you will not incur losses from such events.

**Currency trading presents unique risks.** Fidelity through its affiliate Fidelity FOREX, Inc. may refuse to quote prices for certain currencies or quote wide spreads for currencies that are experiencing high levels of volatility.

**Broker compensation.** Fidelity serves as agent rather than principal to the foreign currency transaction. Fidelity sends the transaction to Fidelity FOREX, Inc. for the foreign exchange transaction. Fidelity FOREX is an affiliate of Fidelity. Fidelity FOREX acts as a principal on the currency exchange. Fidelity FOREX may impose a commission or markup to the price they receive from the interbank market which may result in a higher price to you. Fidelity FOREX may in turn share a portion of any foreign exchange commission or markup with Fidelity. More favorable exchange rates may be available through third parties not affiliated with NFS. Furthermore, larger transactions for foreign currency may receive more favorable rates than smaller transactions.

**Foreign Currency Balances.** I understand that credit balances in foreign currency may or may not earn interest.

## INTERNATIONAL MARKET DATA TERMS OF USE

In addition to the rights, restrictions and obligations set forth in agreement(s) or terms of use that you have entered into with Fidelity, use of international market data is subject to the following terms:

Market data shall be for personal use only, and redistribution, publication, use for business or commercial purposes and/or the creation of derivative works (including the creation of indices or databases) are prohibited unless you have the required approvals from Fidelity and any third party licensors as may be necessary granting you usage and/or redistribution rights of such market data. I understand and acknowledge that each third party licensor has a proprietary interest in its market data and other information that originates on or derives from it or its markets, with all related legal rights to remedies with respect to those interests. All applicable trademarks and copyrights shall be maintained with respect to such market data. If a third party licensor ceases to make its market data service available to Fidelity or requires Fidelity to suspend or terminate the provision of all or any part of its services to you, or if Fidelity terminates its arrangements with the third party licensor, then Fidelity may suspend or terminate that part of its services immediately without notice or further obligation to you.

In addition to my other indemnity obligations, I agree to indemnify and hold harmless Fidelity and its third party licensors from and against any and all claims, demands, actions, losses, damages, liability, or costs, charges, counsel fees, and expenses of any nature ("Losses") arising from or occasioned by (a) infringement or other violation of an intellectual property right by me or my Authorized agent(s)/ Advisor(s), (b) me or my Authorized agent(s)/ Advisor(s) actions or omissions, (c) me or my Authorized agent(s)/ Advisor(s) use or receipt of market data, whether authorized or unauthorized and (d) me or my Authorized agent(s)/ Advisor(s) gross negligence, willful misconduct or fraud.

I understand that the terms of this Agreement may be enforced directly against me by Fidelity and/or the third party licensors (including any securities exchanges or associations) providing market data to you.

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FIDELITY AND THIRD PARTY MARKET DATA LICENSORS (INCLUDING ANY SECURITIES EXCHANGES OR ASSOCIATIONS) WILL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS, TRADING LOSSES NON-PERFORMANCE, INTERRUPTION OF THE MARKET DATA OR THE MARKET DATA SERVICES, INCONVENIENCE OR DELAY OR DAMAGES THAT RESULT FROM USE OR LOSS OF USE OF THE FIDELITY SITES AND/OR THIRD PARTY MARKET DATA). THIS IS TRUE EVEN IF FIDELITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

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Listed below are additional terms and conditions imposed by certain third party market data providers regarding use of their market data. Please note that this is not an all-inclusive list and certain other third party market data providers may have other terms and conditions applicable to their market data. Please note also that not all exchanges listed below may be available through Fidelity at this time.

Third Party licensor, securities exchange or association	Additional Terms of Use for Third Party Market Data
Brazil	<p>Except with the prior written consent of BM&amp;FBOVESPA expressed in a separate agreement and pursuant to the guidelines of the then applicable BM&amp;FBOVESPA policy, Subscriber may not use BM&amp;FBOVESPA Market Data for the purposes of producing, creating, calculating or generating indexes of any kind, financial instruments, or securities (such as options and derivatives) for Subscriber's own benefit or for the benefit of third parties. If Subscriber fails to comply with this prohibition, Subscriber's access to BM&amp;FBOVESPA Market Data may be discontinued, penalties may be imposed, and BM&amp;FBOVESPA will have recourse to all the remedies available at law and in equity (i) for any breach of this Agreement, any other agreement between Subscriber and Company, and/or the underlying agreement between Company and BM&amp;FBOVESPA, and (ii) to terminate any infringement of BM&amp;FBOVESPA's rights in the BM&amp;FBOVESPA Market Data. BM&amp;FBOVESPA will suffer irreparable harm if Subscriber makes unauthorized use of BM&amp;FBOVESPA Market Data to produce, create, circulate or generate indexes. Subscriber must acknowledge and agree that (i) BM&amp;FBOVESPA is an intended beneficiary of this Agreement and any other agreement between Subscriber and any supplier of Market Data originating with BM&amp;FBOVESPA and BM&amp;FBOVESPA shall have the right to enforce the provisions thereof, considering the irreparable harm it will suffer in case the license terms are violated, and (ii) the BM&amp;FBOVESPA terms of use, as amended from time to time, shall be deemed to be incorporated by reference in such agreement. BM&amp;FBOVESPA may take any action to enforce its rights and remedies without having to elect among them and without prejudice to its right to recover damages for losses incurred by BM&amp;FBOVESPA or third parties as a result of any such infringement or breach.</p>
Budapest (BSE)	<p>In any display Subscriber creates that incorporates International Market Data originating with BSE, Subscriber must:</p> <ul style="list-style-type: none"> <li>• Use reasonable efforts to credit BSE and/or any information provider or other source(s) of information specified by BSE as the source(s) of the Market Data;</li> <li>• Not misrepresent the Market Data or deface or remove any trademarks transmitted with the information;</li> <li>• Ensure that Delayed and End-of-Day Market Data are clearly labelled and the period of delay or time of original transmission of Information is noted in all displays of Delayed and End-of-Day Market Data,</li> <li>• Comply with such other information display requirements as BSE may specify in BSE Information Policies from time to time.</li> </ul>
Euronext	<p>Prior to receiving access to the Product, Subscriber must represent that Subscriber has reviewed Euronext's Non-Display Use Policy, available on Euronext's website, and understands that it must complete, sign, and submit a Non-Display Use Declaration to Euronext if Subscriber uses the Euronext Market Data for the calculation of one or more indices and/or the creation of Derived Data that will be redistributed by Subscriber [<a href="https://www.euronext.com/en/market-data/documentation">https://www.euronext.com/en/market-data/documentation</a>]. Euronext will invoice fees related to any such Non-Display Use directly to Subscriber.</p>
Eurostat	<p>Redistribution of the data for non-commercial purposes (even an insubstantial amount of data) is subject to attribution of the source: © European Communities, Source Eurostat.</p>
Greece, New Zealand, Australia and Austria	<p>Separate agreement with Exchange required for derivative works such as indexes.</p>
Hong Kong	<p>Data may not be used to establish, maintain or provide or to assist in establishing, maintaining or providing a trading floor or dealing service where (a) trading in Securities listed on the Stock Exchange or of a type capable of being so listed or (b) any other Securities relating to Securities described at (a) above is being undertaken otherwise than at or through the Stock Exchange. HKEX INFORMATION SERVICES LIMITED, ITS HOLDING COMPANIES AND/OR ANY SUBSIDIARIES OF SUCH HOLDING COMPANIES ENDEAVOUR TO ENSURE THE ACCURACY AND RELIABILITY OF THE INFORMATION PROVIDED BUT DO NOT GUARANTEE ITS ACCURACY OR RELIABILITY AND ACCEPT NO LIABILITY (WHETHER IN TORT OR CONTRACT OR OTHERWISE) FOR ANY LOSS OR DAMAGE ARISING FROM ANY INACCURACIES OR OMISSIONS.</p>
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