

The Fidelity Non-Prototype  
Retirement Account

## **SUPPLEMENTAL INFORMATION**

Please review and keep for your records.  
Do not mail with the application.

**Customer Agreement**

**Privacy Statement/Notice of Business Continuity Plans**

**Commission Schedule and Schedule of Fees**





# Fidelity Account Non-Prototype Retirement Account Customer Agreement

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## General Information

This agreement between me and Fidelity Brokerage Services LLC, Member NYSE, SIPC (“FBS”) and National Financial Services LLC, Member NYSE, SIPC (“NFS”) and their successor(s) and assigns (collectively, “Fidelity” or “you”) sets forth the terms and conditions governing the Fidelity Brokerage Non-Prototype Retirement Account and includes this General Information section, Fidelity Dividend Reinvestment Agreement, the Margin Account Agreement, the Electronic Services Customer Agreement, and the Terms of Use of Third-Party Content and Research.

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

- (a) 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 understand that I should consider placing a limit order. If I cannot pay for a transaction, I understand that Fidelity may be required to liquidate account assets at my risk.
- (b) 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.
- (c) 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 that my prior order is actually cancelled before entering a replacement order.
- (d) 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.
- (e) Access to Fidelity or my account can be delayed by factors such as high telephone volume or systems capacity limitations. I understand that 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 will contact Fidelity.

## 1. Nature of Services Provided

Upon acceptance of my application(s), I understand you will maintain a brokerage account for me and, as my broker, buy or sell securities according to my instructions. I also understand that as a Fidelity Brokerage Non-Prototype Retirement Account owner, my account is an investment-only retirement account and I will assume all fiduciary responsibility with respect to my account. I understand that you shall not provide, or be responsible for, any recordkeeping, plan or account administration, tax withholding or tax preparing or reporting services in connection with my account. In addition, I understand that you shall not be responsible in any way for the purpose, propriety, or tax treatment of any contribution to, or any distribution from, my account. All decisions relating to my investment or trading activity shall be made by me or my duly authorized representative and I accept full responsibility for such decisions. To help the government fight the funding of terrorism and money-laundering activities, to verify my identity, federal law requires that Fidelity obtain my name, date of birth, address, and a government-issued identification number before opening my account. In certain circumstances, Fidelity may obtain and verify this information with respect to any person(s) authorized to effect transactions in my account. For certain entities, such as trusts, estates, corporations, partnerships, or other organizations, identifying documentation is also required. My account may be restricted and/or closed if Fidelity cannot verify this information. Fidelity will not be responsible for any losses or damages (including, but not limited to, lost opportunity) resulting from any failure to provide this information, or from any restriction placed upon, or closing of, my account. I agree to notify you of any material changes in my financial circumstances or investment objectives. Any information I provide to Fidelity may be shared with third parties for the purpose of validating my identity and may be shared for other purposes in accordance with Fidelity's Privacy Policy. Fidelity may make non-personal historical trading data available to institutional clients on an aggregate basis for analysis purposes (such as trending). Any information I give to Fidelity may be subject to verification, and I authorize Fidelity to obtain a credit report about me at any time. Upon written request, I will be provided the name and address of the credit reporting agency used. You also may monitor or tape-record conversations with me in order to verify data about any transactions I request, and I consent to such recording. I also understand that my account is carried by NFS. I understand that Fidelity will not be responsible for the accuracy, completeness, or use of any information received by me from third-party data services and that Fidelity does not make any warranty concerning such information.

NFS transmits customer orders for execution to various exchanges or market centers based on a number of factors. These include size of order, trading characteristics of the security, favorable execution prices (including the opportunity for price improvement), access to reliable market data, availability of efficient automated transaction processing, and reduced execution costs through price concessions from the market centers. Certain of the market centers may execute orders at prices superior to the publicly quoted market in accordance with their rules or practices. While a customer may specify that an order be directed to a particular market center for execution,\* NFS's order-routing policies, taking into consideration all of the factors listed above, are designed to result in favorable transaction processing for customers. NFS reserves the right to wait for the primary exchange to open before commencing trading in a particular security.

Industry regulations require that Fidelity Brokerage Services LLC (FBS) and its clearing firm, National Financial Services LLC (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:

- (a) Obtaining and verifying account information and documentation.
- (b) Opening, approving, and monitoring trading and other activity in my account.
- (c) Accepting orders and other instructions from me regarding my account, and for promptly and accurately transmitting those orders and instructions to NFS.
- (d) Determining the suitability of investment recommendations and advice, and that those persons placing instructions for my account are authorized to do so. NFS will not give me advice about my investments and will not evaluate the suitability of investments made by me, my investment representative, or any other party.
- (e) 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.
- (f) Maintaining the required books and records for the services it performs.
- (g) 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:

- (a) The clearance and settlement of securities transactions.
- (b) The execution of securities transactions, in the event NFS accepts orders from FBS.
- (c) Preparing and sending transaction confirmations and periodic statements of my account (unless FBS has undertaken to do so).
- (d) Acting as custodian for funds and securities received by NFS on my behalf.

- (e) Following the instructions of FBS with respect to transactions and the receipt and delivery of funds and securities for my account.
- (f) Extending margin credit for purchasing or carrying securities on margin.
- (g) Maintaining the required books and records for the services it performs.

FBS and/or NFS receives remuneration, compensation, or other considerations 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.

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

## Callable Securities Lottery

I acknowledge that when street name or bearer securities held for me are subject to a partial call or partial redemption by the issuer, NFS may or may not receive an allocation of called/redeemed securities by the issuer, transfer agent, and/or depository. If NFS is allocated a portion of the called/redeemed securities, NFS utilizes an impartial lottery allocation system, in accordance with applicable rules, that randomly selects the securities within customer accounts that will be called/redeemed. NFS'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, and also to withdraw excess margin securities, provided my account is not subject to restriction under the Federal Reserve's Regulation T or such withdrawal will not cause an undermargined condition. For more information and an example of the impartial lottery process, I understand that if I need to I can go to: [http://personal.fidelity.com/products/fixedincome/muniresets\\_overview.shtml.cvsr](http://personal.fidelity.com/products/fixedincome/muniresets_overview.shtml.cvsr).

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## 2. Applicable Rules and Regulations

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

I 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") 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 other-

wise, 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 may be governed by the issuer’s insider trading policy and I agree to comply with such policy.

Pursuant to industry regulation, I will notify you if I am or become affiliated or employed by a stock exchange, or member firm of an exchange or the Financial Industry Regulatory Authority (FINRA), a municipal securities dealer, or Fidelity.

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### **3. Liability for Costs of Collection**

I am liable for payment upon demand of any obligation owed in any of my accounts or any deficiencies following a whole or partial liquidation, and I agree to satisfy any such demand or obligation. I agree to reimburse FBS and NFS for all reasonable costs and expenses incurred in the collection of any such obligations in any of my accounts, including, but not limited to, attorneys’ fees.

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### **4. Extraordinary Events**

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

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### **5. Choice of Marketplace**

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

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### **6. Purchase of Precious Metals**

In general, precious metals and other collectibles within the meaning of Section 408(m) of the Internal Revenue Code may not be purchased in a retirement account except as otherwise permitted by ERISA and the Internal Revenue Code, and to the extent permitted by Fidelity. 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 your responsibility to determine whether or not such an investment is appropriate for a retirement plan account and whether the acquisition of such investment may result in a taxable distribution from such account under Section 408(m). If I direct FBS to purchase precious metals for this account, I understand: (a) The Securities Investor Protection Corporation (SIPC) does not provide protection for precious metals, but, if stored through FBS, they are insured by the depository at market value; (b) Precious metals are not marginable; (c) Precious metal investments can involve substantial risk due to rapid and abrupt price changes, and, therefore, FBS cannot guarantee an advantageous purchase or liquidation price. If you store precious metals through us, storage fees will apply.

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### **7. Receipt of Communications and Periodic Reports**

Communications by mail, electronic means, messenger, telegraph, or otherwise sent to or by me at the U.S. postal or electronic mail address of record listed on the application, or any other address I may give Fidelity, are presumed to be delivered to and received by me whether actually received or not.

If I receive communications or instructions relating to my account that are, in my sole opinion, incomplete, unclear, or conflicting, I, in my sole discretion and for my sole protection, may require other communications, instructions, or information, including written consent from any or all authorized persons, prior to acting upon the communications or instructions of any one authorized person. Pending receipt of any such other communications, instructions, or information, Fidelity shall not be liable to anyone for any loss resulting from any delay, action, or inaction on its part. I understand that I should promptly and carefully review the transaction confirmations and periodic statements and notify you of any errors.

As a Fidelity Brokerage Non-Prototype Retirement Account owner, I will receive a statement of all transactions quarterly, and monthly for months in which there is activity in my account. Information contained on transaction confirmations and account statements is conclusive unless I object in writing within five and ten days, respectively, after transmitted to me.

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### **8. Transaction Fund**

Amounts contributed and received in my account will be invested in the Fidelity Cash Reserves money market fund or any such other fund as Fidelity makes available for such purpose (the “transaction fund” or “core account”), subject to prior payment by me and on my behalf of any debit items arising from, including without limitation, checkwriting, check card, or Fidelity BillPay® usage or authorized payments of securities account settlements. In the event Fidelity makes more than one such fund available, then such fund as selected by me will be the transaction fund. My account statement will detail all activity in the transaction fund. This is provided in lieu of a confirmation that might otherwise be provided to me with respect to those transactions. Initial investment in any transaction fund must meet the minimum described in the fund’s prospectus. Any uninvested cash balances in the account will be automatically invested on a daily basis in my transaction fund. Dividends accrue daily and are paid monthly on cash balances in my transaction fund. A variable rate of dividends may be paid on cash balances in my transaction fund, provided that the accrued dividends for any particular month equal or exceed \$0.005. Any fund I am later able to choose as my transaction fund will also be subject to these provisions.

Investments by check may be promptly credited to my transaction fund and will earn dividends of the transaction fund as described in that fund’s prospectus, prior to final collection of such checks. I understand that access to the redemption proceeds of transaction fund shares purchased with monies so advanced may be withheld for up to six business days (20 days for foreign checks) to ensure 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 this account.

Shares of the transaction fund will be redeemed at their net asset value, and I agree that such shares shall be automatically redeemed to satisfy debit items in this account, check card or check usage, electronic funds transfers, and other authorized debit items. If I so elect, and upon my instructions, monies representing the redemption of transaction fund shares may be transferred to a bank account designated by me. Such monies shall be submitted, at my election, via the Federal Reserve wire system or an automated clearinghouse system.

An investment in a money market fund is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the fund seeks to preserve the value of an investment at \$1.00 per share, it is possible to lose money by investing in the fund.

I ratify any instructions given on this account and any account of another Fidelity fund into or from which I exchange or any bank accounts predesignated by me, 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 believed by you or the transfer agent 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 fund and non-Fidelity fund I purchase or into which I exchange.

I understand that certain fees may be applicable for services. I understand that you may change the amount of these fees and that the transaction fund will assume various charges in connection with the account, and that Fidelity Management & Research Company will receive a fee for serving as an investment advisor to the transaction fund. I further understand that for any special services that are not part of my regular account and that are requested by me and performed by you, I will pay your customary service charges.

**I have received and read a copy of the prospectus of the transaction fund, containing a more complete description of the fund, and its fees, charges, and operations.**

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## **9. Checkwriting, Check Card, or Bill Payment Service**

**CHECKWRITING** Optional free checkwriting is provided by such bank as I may select from time to time (the "bank"). I understand that by choosing the checkwriting feature, I may write checks on the checking service, which is governed by rules of the bank and the provisions of the applicable Uniform Commercial Code and applicable state and federal law, and that you may charge me a nominal fee for check reorders and any special expenses incurred on this checking service, including a charge for checks returned for insufficient funds, stop payment requests, dishonored checks, and copies of checks. Canceled checks will not be returned. Accounts engaged in excessive checkwriting may be closed immediately at Fidelity's discretion. I understand that checks will be dishonored if the collected balance in my account is insufficient to honor a check in full, and Fidelity and the bank are not liable to me for any consequences of such dishonor.

**CHECK CARD** An optional Fidelity VISA® Gold Check Card is provided by PNC Bank, Delaware ("PNC"). PNC will issue a card to me and I am responsible for all card

usage. I authorize Fidelity to debit my account to satisfy card transactions upon notice from PNC. As used in this agreement, the total of the core account and margin loan value shall be the "collected balance." I understand that total check card transactions generally may not exceed \$10,000 per day and may be lower in some cases. I understand that I am responsible for all authorized transactions. I understand that authorization requests will reduce my collected balance by the amount of the authorization, even if the authorization does not result in a transaction. I further understand that my usage of the check card will be governed by PNC's agreement and disclosure statement for this service and applicable state and federal law. I also understand that Fidelity Premium Services accounts, Private Client Group accounts, and those held by customers with householded annual trading activity of 240 or more stock, bond, or options trades will have all ATM fees charged by Fidelity waived. These accounts will also be reimbursed for ATM fees charged by other institutions while using ATM cards linked to the Fidelity Account (maximum reimbursement of \$75 per year). For each foreign transaction, Visa charges a foreign transaction fee of 1%, which will be included in the amount charged to my account.

**BILL PAYMENT** I hereby understand that FBS is the provider of the Fidelity BillPay® service. I hereby understand that and/or agree to: (a) authorize FBS to post bill payment transactions originating from the Fidelity BillPay service to my account; (b) the Fidelity BillPay Application is subject to review and acceptance by the provider of the service; (c) the Fidelity BillPay service is subject to the Fidelity BillPay Service Agreement; (d) any use of the Fidelity BillPay service confirms my agreement to the Fidelity BillPay Service Agreement; (e) I may terminate the Fidelity BillPay service at any time by calling the customer service phone number or writing to the address provided in the Fidelity BillPay Service Agreement; (f) I hereby authorize the provider of the service to honor any instructions entered through the Internet using my SSN or Customer ID and personal identification number. I may refer to the Fidelity BillPay Service Agreement for complete details.

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## **10. Electronic Funds Transfer**

I may elect any or all of the following electronic funds transfer services: (a) telephone purchase and redemption (wire redemption authorization will also include payment via electronic funds transfer) of fund shares to be settled through my designated bank account; and (b) direct transmission to my brokerage account of payments to be made to me by others on a preestablished, periodic basis.

Electronic funds transfers are processed through the Automated Clearing House ("ACH"). My bank must be an ACH member for me to use this service, and at least one common name must match exactly on both my bank and Fidelity accounts. The minimum EFT transaction is \$10 and the maximum is \$100,000. EFTs are normally completed within three business days, and credits to my Fidelity account are subject to a four-day collection process.

I hereby constitute and appoint Fidelity Service Company, Inc. (FSC), and FBS my true and lawful attorney to surrender for redemption any and all shares held in my accounts

with full power of substitution in the premises. FSC and FBS are hereby authorized and directed to accept and act upon any directions for redemptions of shares held in my account from any person who requests payment to be made to the bank account above. I understand and agree that FSC and FBS will not be liable for any loss, expense, or costs arising out of any telephone request for redemption so long as FSC and FBS transmit the redemption proceeds to the bank account identified. FSC and FBS reserve the right to cease to act as agents to the above appointment upon 30 days' written notice to the address of record listed on my application. I further certify and agree that the above certifications, authorizations, and appointments in this document will continue until FSC and FBS receive written notice of any change thereof in such form and in such manner as is acceptable to them.

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### **11. Payment of Items**

I understand that all debit items, including without limitation checks, check card charges, bill payments, account purchases, and electronic funds transfers, will be accumulated daily, and that you will promptly pay each on my behalf to the extent that sufficient funds can be provided from amounts contributed by me or on my behalf and available that day, or from proceeds of redemption of transaction fund shares or, at Fidelity's discretion, from other Fidelity money market mutual funds in my account, which you are authorized to redeem to pay such items. I will maintain sufficient assets in my core account to satisfy all obligations as they become due. I understand that at any time Fidelity may reduce my available balance to cover obligations that have occurred but not yet debited, including but not limited to withholding taxes that should have been deducted from my account.

I understand that if I have selected the margin option, payment of any debit items in my account comes first from available transaction fund balance and second from margin loans made by Fidelity within the available margin loan value of my securities account. Any such margin loan 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.

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 the collected balance in my core account is insufficient to pay any item, such items will not be honored. I will promptly return to you any assets that you distribute to me but to which I am not entitled.

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### **12. Settlement of Transactions**

I understand that sufficient funds must be in my core account at the time I place any order to buy securities, including transaction costs and any applicable commissions or fees in addition to any other amounts you may deem necessary unless I have selected the margin option. In the absence of a specific demand, all transactions in any of my accounts are to be paid for and securities delivered

no later than 2 p.m. Eastern time on the settlement date. Fidelity reserves the right to cancel or liquidate, at my risk, any transaction not timely settled. Margin calls, if applicable, are due on or before the date indicated, regardless of the settlement date of the transactions.

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### **13. Security Interest**

Any credit balances, securities, assets, or related contracts, and all other property in which I may have an interest held by you or carried for my accounts shall be subject to a general lien for the discharge of my obligations to you, and you may sell, transfer, or assign any such assets or property to satisfy a margin deficiency or any obligation whether or not you have made advances with respect to such property. Shares of any investment company in which I have an interest, and for which Fidelity Management & Research Company serves as investment advisor, and that are custodied, recordkept, or otherwise administered by an affiliate of FBS or NFS also are subject to a general lien for the discharge of my obligation to FBS and NFS, and FBS and NFS may redeem any such shares to satisfy my obligation without further notice or demand. No provision of this agreement concerning liens or security interests shall apply to any account to the extent such application would be in conflict with any provision of ERISA or the Internal Revenue Code relating to retirement accounts.

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### **14. Modification and Miscellaneous**

No provision of this Agreement can be amended or waived except in writing by an authorized representative of FBS. If any provision of this agreement becomes inconsistent with any present or future law or regulation of any entity having regulatory jurisdiction over it, that provision will be superseded or amended to conform with such law or regulation, but the remainder of this Agreement remains in force and effect.

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

**This agreement and its enforcement 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 with Fidelity; and shall inure to the benefit of Fidelity's successors and assigns, whether by merger, consolidation, or otherwise. Fidelity may transfer my account to its successors and assigns, and this agreement shall be binding upon my heirs, executors, administrators, successors, and assigns.**

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## 15. Termination of Account

My account may be terminated by me or Fidelity at any time. This agreement will remain in effect until its termination is acknowledged in writing by an authorized representative of FBS; however, I acknowledge that if I authorize the closing of this account through written or verbal communication or by drawing down the balance of this account to zero, Fidelity may terminate this agreement without sending written notice. I will remain responsible for all charges, debit items, or other transactions initiated or authorized by me, whether arising before or after termination.

If my Fidelity Account is terminated either by me or you, I will promptly return all unused checks and cards to you. I understand that failure to return such checks and cards may result in a delay in complying with my instructions as to the disposition of assets in my account. FBS reserves the right to charge a service fee or close any account that fails to maintain minimum activity or balance requirements, and further reserves the right to close an account or remit credit balances because of insufficient investment-related activity. FBS may periodically review my account activity, and reserves the right to charge reasonable inactivity fees or to close or change the optional account features, fees, and services, or to cease paying interest on account credit balances for any reason, including, but not limited to, insufficient investment activity in accordance with the regulations of the New York Stock Exchange and Securities Investor Protection Corporation. FBS will notify me if any changes or charges are imposed. Termination will result in the cancellation of my account and other features or privileges.

## Fidelity Dividend Reinvestment Service Agreement

Upon my enrollment, I agree to the following terms and conditions governing the Fidelity Dividend Reinvestment Service (the "Service") to be provided by Fidelity Brokerage Services LLC ("you" or "Fidelity") and National Financial Services LLC ("NFS"):

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### 1. Provision of Fidelity 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 my notification, in a form and manner acceptable to you, that I wish to enroll an eligible security. Upon activation of my enrollment, I agree to be bound by this Fidelity Dividend Reinvestment Service Agreement (this "Agreement") as well as any other agreements between us that apply to my Fidelity Brokerage Non-Prototype Retirement 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 at 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 at 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 ensure profits on my investments and does not protect against loss in declining markets. You reserve the right to terminate or amend the Service and this Agreement at any time, including instituting commissions or transaction fees. Prior to the effective date of any such amendments, you shall provide prior notice thereof to me.

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### 2. Eligible Accounts

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

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### 3. 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), and listed on the New York Stock Exchange or the American Stock Exchange, or traded on the National Association of Securities Dealers Automated Quotations (NASDAQ).

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 that 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 reenroll 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.

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### 4. 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 distributions, late ex-dividend payments, and special dividend payments. Cash-in-lieu 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 retirement account to make automatic reinvestment purchases.

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### 5. 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, 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 pur-



chase 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. 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.

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## **6. 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.

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## **7. 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 retirement 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, Fidelity's 24-hour toll-free number, or by viewing my account at [Fidelity.com](https://www.fidelity.com).

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## **8. Continuing Effect of Authorization; Termination**

I authorize you to purchase for my brokerage retirement 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 at 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 at 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 Service. If I transfer my account within Fidelity, I must reenroll my securities for reinvestment. Enrollment elections for securities that become ineligible for the Service will be canceled after 90 days of continuous ineligibility.

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## **9. 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 local Fidelity Investor Center or Fidelity's 24-hour toll-free number.

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 discount, 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.

# Margin Account Agreement

In consideration of your accepting one or more accounts, I acknowledge that I have read, understand, and agree to the terms set forth below. No provision of this agreement shall apply to any brokerage retirement account to the extent such application would be in conflict with any provision of the Employee Retirement Income Security Act of 1974 ("ERISA"), as amended, or the Internal Revenue Code of 1986, as amended, relating to retirement accounts or any related rules or regulations.

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## 1. Establishment of Margin Account

My margin account will be established with the Automatic Repayment option. The settlement of securities purchases and other debit items (including without limitation the Fidelity Visa® Gold Check Card, checks, and balance transfer transactions) in the Fidelity Brokerage Non-Prototype Retirement Account comes first from my available core balance and second from any margin availability. Any cash or money market fund balance in my transaction fund will be automatically applied to my margin debit balance.

Cash dividends paid on margin-eligible securities posted to my account automatically pay down my outstanding margin balance.

I have carefully examined my financial resources, investment objectives, and tolerance for risk, along with the terms of the Margin Account Agreement, and have determined that margin financing is appropriate for me. I understand that investing on margin involves the extension of credit to me and that my financial exposure could exceed the value of my securities.

If my account is approved for margin, all marginable assets will be held in a margin account unless I instruct you to the contrary.

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## 2. Security Interest: Loan of Margin Securities

Any and all credit balances, securities, or contracts relating thereto, and all other property of whatsoever kind belonging to me or in which I may have an interest held by you or carried for my brokerage retirement accounts, shall be subject to a general lien for the discharge of my obligations to you (including unmatured and contingent obligations), however arising and without regard to whether or not you have made advances with respect to such property and without notice to me may be carried in your general loans, and all securities may be pledged, repledged, hypothecated, or rehypothecated, separately or in common with other securities or any other property, for the sum due to you thereon or for a greater sum and without retaining in your possession and control for delivery a like amount of similar securities or other property. At any time and from time to time you may, at your discretion, without notice to me, apply and/or transfer any securities, contracts relating thereto, cash, or any other property therein, interchangeably between any of my accounts, whether individual or joint, from any of my accounts to any account guaranteed by me. You are specifically authorized to transfer to my cash account, on the settlement day following a purchase made in that account, excess funds available in

any of my other accounts, including, but not limited to, any free balances in any margin account, sufficient to make full payment of this cash purchase. I agree that any debit occurring in any of my accounts may be transferred by you at your option to my margin account.

In return for your extension or maintenance of credit in connection with my account, I acknowledge that the securities in my margin account, together with all attendant rights of ownership, may be lent to you or lent out to others. In connection with such loans and in connection with securities loans made to me to facilitate short sales, you may receive and retain certain benefits to which I will not be entitled. In certain circumstances, such loans may limit, in whole or in part, my ability to exercise voting rights of the securities lent.

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## 3. Payment Upon Demand

I will maintain such margins as you may in your discretion require from time to time and will pay on demand any debit balance owing with respect to any of my accounts. I will be liable to you for any deficiencies in such accounts in the event of the liquidation of such accounts, in whole or in part, by you or me. Whenever in your sole discretion you deem it desirable for your protection (and without the necessity of a margin call or any other form of notice) you may, without prior demand, tender, and without any notice of the time or place of sale, all of which are expressly waived, sell any or all securities or contracts relating thereto that may be in your possession, or that you may be carrying for me, or buy any securities, or contracts relating thereto of which my account or accounts may be short, in order to close out in whole or in part any commitment on my behalf, or you may place stop orders with respect to such securities and any of the foregoing sales or purchases may be made at your discretion on any stock exchange before or after hours market, or other market where such business is then transacted, or at public auction or private sale, with or without advertising, and neither demands, calls, representations, assurances, tenders, or notices that you may make or give, nor any prior course of conduct or dealings between us shall invalidate or modify your rights as set out above to take such actions as you deem desirable for your protection. You shall have the right to purchase for your own account any or all of the aforesaid property at such sale, discharged of any right of redemption, which is hereby waived. I understand that my financial exposure could exceed the value of securities in my account.

**You may sell my securities or other assets without contacting me.** Some investors mistakenly believe that you must contact them for a margin call to be valid, and that you can not liquidate securities or other assets in their accounts unless you have contacted them first. This is not the case. You may attempt to notify me of margin calls, but are not required to do so. In addition, even if you have contacted me and provided a specific date by which I can meet a margin call, you can still take the necessary steps to protect your financial interest prior to that date, including immediately selling the securities without notice to me. I understand that if you contact me in advance in certain instances, you are not obligated to do so and such action will not be deemed a waiver of your rights under this agreement.

I understand and agree that I am responsible for any losses in my account that may arise as a result of the actions outlined above.

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#### 4. Rate of Interest

I agree to be charged interest on any credit extended to or maintained for me by you for the purpose of purchasing, carrying, or trading in any security. The annual rate of interest that will be charged on average debit balances will be calculated by means of a formula based on Fidelity's base rate. The base rate is set at your discretion, with reference to commercially recognized interest rates, industry conditions regarding the extension of margin credit, and general credit conditions. The annual rate of interest is subject to change without prior notice in accordance with changes in the base rate. With the exception of credit balances in the type-3 short account and type-9 income account, all other balances in all of my accounts are combined to determine the daily balance, and interest is charged to the margin account based on the average of any resulting daily debit balance. Interest is computed monthly on the average debit balances during the month. If, during the month, there is a change in interest rates, separate charges will be shown for each interest period under the different rate. The combining of balances, as well as the actual interest calculations, is done by computer, but interest is arrived at by multiplying the average debit balance by the effective rate of interest divided by 360, times the number of days a daily debit balance was maintained during the interest period.

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#### 5. Maintenance of Margin Requirements

In the event there is a decline in the market value of the securities in the margin account, you may have to request additional collateral. You retain the right to require, without notice, additional margin at any time without notice when you deem it necessary or advisable, in your sole discretion. Any such call for additional collateral may be met by delivery of additional marginable securities or cash. Any securities in any of my accounts are collateral for any debit balances in the account with you. A lien is created by these debits to secure the amount of money owed you. This means that, in accordance with the terms of this agreement, securities in the accounts can be sold by you to redeem or to liquidate any debit balances in these accounts. Fidelity reserves the right to increase maintenance requirements and to require additional collateral at any time at its sole discretion and without notice. I understand that you may borrow securities in the amount and class for which I may be carrying a short position and that you may be forced to liquidate all or part of my short position if the lender recalls the borrowed securities, which liquidation may result in a loss to me.

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from a public assistance program; or because the applicant has, in good faith, exercised any right under the Consumer Credit Protection Act. The

federal agency that administers compliance with this law concerning this creditor is the Securities and Exchange Commission, 450 Fifth Street NW, Washington, DC 20549.

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#### 6. Margin Account Liability

If my account is approved for margin, you will not under any circumstances be responsible, or incur any liability, for submitting required returns or reports to the Internal Revenue Service in connection with any margin transactions, including, but not limited to, IRS Form 990-T, "Exempt Organization Business Income Return." Without limiting the generality of the foregoing, you are not obligated to withhold any tax or excise penalty that may be due as a result of any margin transaction in the account.

### Disclosure of Credit Terms on Margin Transactions

Securities and Exchange Commission Rule 10b-16 requires a broker who extends credit to a customer in connection with any security transaction to furnish the customer specified information describing the terms, conditions, and methods pursuant to which interest charges are made to customers' accounts. This disclosure is provided in conformity with that rule.

Interest will be charged on all accounts for any credit extended to or maintained for customers by Fidelity for the purpose of purchasing, carrying, or trading in securities or otherwise.

The annual rate of interest I will be charged may vary from Fidelity's base rate, depending upon the amount of my average debit balance.

Average Debit Balance	Interest to Be Charged Above/Below Base Rate
\$0 to \$9,999	Base + 2.00%
\$10,000 to \$24,999	Base + 1.50%
\$25,000 to \$49,999	Base + 1.00%
\$50,000 to \$99,999	Base + 0.50%
\$100,000 to \$499,999	Base
\$500,000+	Base - 2.85%

The current base rate is found on Fidelity.com or I can call a representative at 1-800-FIDELITY (1-800-343-3548).

The base rate is set at your discretion with reference to commercially recognized interest rates, industry conditions regarding the extension of margin credit, and general credit conditions.

In determining the daily debit balance and the resulting rate of interest, you will combine the margin account balances in all accounts, except short accounts and income accounts. Interest is then computed for each account based on the rate resulting from averaging the daily debit balances during the interest period.

My rate of interest will be changed without notice in accordance with changes in the base rate and in my average debit balance. When my interest rate is to be increased for any other reason, I will be given at least 30 days' written notice.

My monthly statement will show the dollar amount of interest and the interest rate charged to my account. There will be no interest charge reflected on my statement if my monthly charge is less than \$1.00. An interest cycle will cover the period beginning with the first business day following the 20th of each month.

All securities or other property held by you in any of my accounts are collateral for any debit balances. A lien is created by those debits to secure the amount of money owed to you. This means securities in any of my accounts can be sold to reduce or liquidate entirely any debit balances in my accounts, as authorized in your Margin Account Agreement.

If there is a decline in the market value of the securities that are collateral for my debits, it may be necessary for you to request additional margin. Ordinarily, a request for additional margin will be made when the equity in the margin account (the market value of the securities in the account in excess of the debit balances) falls below your margin maintenance requirements, which may change from time to time without notice. You retain the right to require additional margin any time you deem it desirable. Margin calls can be met by delivery of cash or additional securities.

**Other Charges.** Separate interest charges at an annual rate of 2% above Fidelity's base rate may be in the cash account in connection with:

- (a) Prepayments (by approval only) — payments to a customer of the proceeds of a security sale before the regular settlement date.
- (b) "When-issued" transactions — when the market price of the "when-issued" security deteriorates from the customer's contract price by an amount that exceeds the customer's cash deposit, interest may be charged on such excess.
- (c) Late payments — payments for securities purchased that are received past settlement date.

**Interest Computation.** Interest on debit balances is computed by multiplying the average daily debit balance of the account by the applicable interest rate in effect and dividing by 360, times the number of days a daily debit balance was maintained during the interest period. The daily debit balance of the account is the aggregate daily debit balance for all accounts other than my short account and income account.

**Marking to Market.** The credit balance in the short account will be decreased or increased in accordance with the corresponding market values of all short positions. Corresponding debits or credits will be posted to the margin account. These entries in the margin account will, of course, affect the balance on which interest is computed. Credits in my short account, other than marking to market, will not be used to offset my margin account balance for interest computation.

Credit Extended by the Clearing Broker:  
**National Financial Services LLC**

## Electronic Services Customer Agreement

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### 1. Overview

I understand that this Agreement ("Agreement") between Fidelity and me (Fidelity refers to Fidelity Brokerage Services LLC, Fidelity Distributors Corporation, and National Financial Services LLC, as the context may require) states the terms and conditions of my use of Fidelity's Electronic Services. Fidelity's Electronic Services (the "Services") include but may not be limited to Fidelity.com, Fidelity Automated Service Telephone (FAST<sup>®</sup>), Fidelity Active Trader Pro,<sup>®</sup> Fidelity's alerts and wireless trading services, and any online securities trading or informational system, Web-based, wireless, or otherwise, established by Fidelity directly or through online business partners that Fidelity may make available in the future. The Services make available to me a variety of interactive computer, hand-held device, and telephone services that generally allow me to access my Fidelity accounts, enter orders to buy and sell certain securities, and obtain quotations and other information via electronic transmission.

I agree to use the Services only in accordance with this Agreement.

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### 2. Responsibilities of User; Scope of Use

I shall be the only authorized user of the Services under this Agreement and shall only use the Services for my personal, non-commercial purposes. I agree not to disseminate any information obtained under this agreement in any manner to third parties without the express written consent of Fidelity. I shall be responsible for the confidentiality and use of my password(s) and other security data, methods, and devices. I understand that I shall be solely responsible for all orders electronically transmitted, or use of any data, information, or services obtained using my passwords and other security data. I accept full responsibility for the monitoring of my account. I agree that Fidelity shall not be under a duty to inquire as to the authority or propriety of any instructions given to Fidelity by me or via my personal identification number ("PIN"), and shall be entitled to act upon any such instructions; and Fidelity will not be liable for any loss, cost, expense, or other liability arising out of any such instructions. I agree that the Services are the proprietary property of Fidelity and/or third parties from which Fidelity has obtained rights.

I understand that I must use caution when placing market orders because the price of securities may change sharply during the trading day or after hours, and that if I have limited assets to pay for a transaction, such as in a retirement account with contribution restrictions, I should consider placing a limit order. In addition, I understand and agree that if I cannot pay for a transaction, Fidelity may liquidate account assets at my risk. I also understand that during periods of heavy trading or volatility, the quotes provided as "real time" may not reflect current market prices or quotes. In addition, when quotes are rapidly changing, each quote update may not be reported to me.

I represent and agree that the following statements are and will continue to be true for so long as I have access to the Services: (a) I will not use any information or market

data provided by a national securities exchange or association in connection with any professional or commercial activity, and I agree to notify you if I intend to do so and to pay any additional charges in connection therewith; and (b) I will not use the Services in conjunction with any business as a broker-dealer, investment advisor, futures commission merchant, commodities introducing broker or commodity trading advisor, member of a securities exchange or association or futures contract market, or an owner, partner, or associated person of any of the foregoing; and (c) if I am employed by a bank or insurance company or an affiliate of either, I will not perform functions related to securities or commodity futures trading activity, except with respect to my personal account(s) with Fidelity.

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### 3. User Consent

I understand that if I use any of your electronic services, or if I provide you with my e-mail address, I will have my personal financial information transmitted electronically, and I will receive my initial notice of your privacy policy electronically. This includes but is not limited to the identity and number of shares that I trade and the net dollar price for the shares. I consent to the transmission by electronic means of such information through the Services; such consent shall be effective at all times that I use the Services.

If I use a Service, I agree and consent to receive Fidelity's privacy notices or policies electronically, and to such end Fidelity and its affiliates may post privacy notices or policies on its Web sites. I understand that telephone calls to Fidelity may be monitored or recorded, and I hereby consent to such monitoring or recording.

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### 4. Error Notification

I understand that all trade orders placed through the Services are at my sole risk and responsibility. I further understand I must notify Fidelity of the existence of certain circumstances relating to my use of the Services. Specifically, I agree that any trade orders given by me and any information furnished to me by use of the Services shall be subject to the following terms and conditions:

- (a) If an order has been placed through the Services and I have not received a reference number reflecting the order, I shall immediately notify Fidelity.
- (b) If an order has been placed through the Services and I have not received an accurate written confirmation of the order or of its execution within five (5) business days, I shall immediately notify Fidelity.
- (c) If I have received confirmation of an order that I did not place or any similar conflicting report, I shall immediately notify Fidelity.
- (d) If there is a discrepancy in the account balance, security positions, or order status reported to me by Fidelity, I shall immediately notify Fidelity.
- (e) If there is any other type of discrepancy or suspicious or unexplained occurrence relating to the Services or my account, I shall immediately notify Fidelity.

- (f) All notifications to Fidelity pertaining to this Agreement shall be directed to:  
Fidelity Investments  
Client Services  
PO Box 770001  
Cincinnati, OH 45277-0045  
or by calling 1-800-544-6666
- (g) I shall immediately notify Fidelity if my PIN and/or Access Device I use with the Services is lost or stolen or if there is unauthorized use of my PIN.

If I fail to notify Fidelity when any of the above conditions (a)–(f) occur (and in any event if the above condition (g) occurs), neither Fidelity nor any of its employees, agents, affiliates, subsidiaries, control persons, or its parent, nor any third parties, can or will have any responsibility or liability to me or to any other person whose claim may arise through me for any claims with respect to the handling, mishandling, or loss of any order or information. Notwithstanding my notification to Fidelity, Fidelity shall not be liable for any losses related to the Services except as expressly set forth in this Agreement. I understand that Fidelity shall not be deemed to have received any order electronically transmitted by me until Fidelity has acknowledged to me that the order has been received by Fidelity. I accept full responsibility for the monitoring of my account.

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### 5. Limitation of Liability & Disclaimer of Warranties

Any liability arising out of the Services for which Fidelity is determined to be responsible shall be limited to an amount equal to the benefit that would have resulted from the transaction during the time periods in which I should have acted, as specified in Section 4 of this agreement.

Additionally, I understand that Fidelity will not be responsible for the accuracy, completeness, timeliness, or use of any information received by it or received by me through the Services and that Fidelity does not make any warranty concerning such information. I understand that all orders placed through the Services are at my sole risk and responsibility. I agree that neither Fidelity nor any third party working with Fidelity to provide services hereunder shall be responsible for any damages caused by communications line failure, unauthorized access, theft, systems failure, and other occurrences beyond its reasonable control. I agree to provide all telephone and other equipment to access the Services and I will be solely responsible for paying all charges related thereto.

I expressly acknowledge and agree that the use and storage of any information, including without limitation transaction activity, account balances, and any other information or orders available through use of the Services is at my sole risk and responsibility. NEITHER FIDELITY NOR ANY THIRD PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN RESPECT OF THE SERVICES OR ANY INFORMATION PROGRAMS OR PRODUCTS OBTAINED

FROM, THROUGH, OR IN CONNECTION WITH THE SERVICES. IN NO EVENT WILL FIDELITY OR ANY THIRD PARTY BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY DEFECT IN OR USE OF THE SERVICES.

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## 6. Commission Policy & Other Charges

Commission discounts may be available to Fidelity Brokerage accounts that utilize the Services. However, such discounts will not apply to any transactions that for any reason cannot be placed and executed through the Services.

I agree to be liable for any and all fees, charges, or expenses that Fidelity may charge or I may incur in connection with the use of the Services by me or any other person through use of my security codes, equipment, or otherwise, if any. I understand that the rates, fees, billing, and terms governing services provided by Access Device vendors or Providers may be determined solely by such third party. I understand and acknowledge that Fidelity is not delivering telecommunication, Internet, paging services, or any other means of electronic access and that I am responsible for maintaining appropriate contracts with third parties to obtain such services. I agree to obtain access to and be solely liable for all payments related to all equipment and Access Devices necessary to access the Services. I further understand that my ability to make use of the Services may be limited by technical or other limitations present in the equipment and Access Devices I use to access the Services.

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## 7. Market Data

I understand that each participating national securities exchange or association asserts a proprietary interest in all of the market data (including without limitation real-time quotes) it furnishes to the parties that disseminate the data. I also understand that neither Fidelity nor any participating national securities exchange or association, nor any supplier of market data, guarantees the timeliness, sequence, accuracy, or completeness of market data or any other market information, or messages disseminated by any party. Fidelity shall not be liable in any way, and I agree to indemnify and hold harmless Fidelity 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) any inaccuracy, error, or delay in, or omission of, (i) any such data, information, or message, or (ii) the transmission or delivery of any such data, information, or message, or (b) any Losses arising from or occasioned by (i) any such inaccuracy, error, delay, or omission, (ii) nonperformance, or (iii) interruption of any such data, information, or message, due either to any act or omission by Fidelity or any other disseminating party or to any "force majeure" (i.e., flood, extraordinary weather conditions, earthquake, or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications, or power failure, equipment or software malfunction) or any other cause beyond the reasonable control of any disseminating party. I understand that the terms of this Agreement may be enforced directly against me by the national securities exchanges and associations providing market data to me.

Fidelity reserves the right to limit the number of free real-time quotes, including those provided through the Services.

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## 8. Incorporation of Other Fidelity Agreements

I understand that my use of any Fidelity software may be subject to the terms of a separate license agreement contained with the software, and that my use of Fidelity online Services may be subject to license or usage terms posted online by Fidelity. I agree to be bound by the terms of such license agreements, including without limitation the prohibitions on distribution and copying, the exclusion of all representations and warranties, and the limitation of remedies contained therein.

I understand that all the terms and conditions that govern the account(s) at Fidelity that I access via the Services, including, without limitation, the Fidelity Brokerage Customer Agreement, Margin Agreement, Options Agreement, Fidelity Non-Prototype Retirement Account Customer Agreement, and/or applicable mutual fund prospectus(es), are incorporated herein by reference. In addition, I understand that trading in my account is subject to Fidelity's trading policies and limitations that are in effect and subject to change from time to time.

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## 9. Security

To the extent that any Services use Internet, wireless, or related electronic or telephonic services to transport data or communications, Fidelity will take reasonable security precautions, but Fidelity disclaims any liability for interception of any such data or communications. Fidelity shall not be responsible for, and makes no warranties regarding, the access, speed, or availability of such services.

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## 10. Modification & Termination

I agree that Fidelity may modify, change, or discontinue the Services in whole or in part, at any time. I agree that Fidelity may immediately terminate its provision of the Services to me if I breach this Agreement, if I have jeopardized the proper and efficient operation of the Services, or if I engage in activity that is contrary to Fidelity's policies. Any unauthorized use of the Services, whatsoever, shall result in automatic termination of this Agreement.

Any modification, change, or notification of termination will be made by Fidelity in writing. Fidelity may send such written communication by mail or electronic means.

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## 11. Choice of Law

I acknowledge that this Agreement constitutes the entire agreement between Fidelity and me with respect to its subject matter. This Agreement and its enforcement shall be governed by the laws of the Commonwealth of Massachusetts, except with respect to conflicts of law, and shall inure to the benefit of Fidelity's successors and assigns, whether by merger, consolidation, or otherwise. If a court of competent jurisdiction shall deem any provision unenforceable, that provision will be enforced to the maximum extent permissible, and the remaining provisions will remain in full force and effect.

## **Fidelity Quotes and Research Service**

I understand that by choosing the Quotes and Research service, I have been given access to the Quotes and Research Internet site at [personal.fidelity.com/research](http://personal.fidelity.com/research) and to the Fidelity Investments Quotes and Research automated telephone service. I will receive, read, and agree to the Terms of Use of Third Party Content and Research that is available on the Internet site prior to using the service.

## **Resolving Disputes—Arbitration**

This agreement contains a predispute 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.
- (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 and you concerning any subject matter, issue, or circumstance whatsoever (including, but not limited to, controversies concerning any account, order or transaction, or the continuation, performance, interpretation, or breach of this or any other agreement between me and you, whether entered into or arising before, on, or after the date this account is opened) shall be determined through 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 commence arbitration through a United States self-regulatory organization or United States securities exchange and the rules of that organization or exchange fail to be applied for any reason, then I shall commence arbitration with 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 commencement of arbitration through a particular 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 predispute arbitration agreement against any person who has initiated in court a putative class action, 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.

