The Defined Contribution Retirement Plan

Important Participant Information[1]

Note to Plan Administrators

If your retirement plan is subject to Title 1 of ERISA[2] and participants can direct investments in their plan accounts, you must provide certain plan information to each plan participant or beneficiary on or before the date he/she can first direct investments in his/her plan account, and at least annually thereafter. The required information falls into two general categories: *investment-related and plan-related.*

Investment related: In accordance with Department of Labor (DOL) regulations, the investment related information applies to plans with "designated investment alternatives," which are not applicable to the Defined Contribution Retirement Plan, because they permit investments in nearly the whole universe of brokerage options.

Plan related: The following information was prepared for you to consider and may be used to assist you in fulfilling your participant disclosure obligations.

Information for Plan Participants

We have adopted and maintain the Defined Contribution Retirment Plan ("the Plan").

Federal law[3] requires that the following information be provided to you because you have a plan account or are eligible to participate in the Plan. Review these materials carefully. To initiate any future changes in your plan account, contact us or your Authorized agent/Advisor.

- Your rights under the Plan, and any restrictions, are subject to the terms of the Plan. Refer to your Summary Plan Description, Trust Agreement, and/or Plan Document for more detailed information.
- The Plan generally allows individuals with a balance in the Plan to direct the investment of their plan account.
- The Plan offers a wide variety of investment options through a brokerage account that allows you to direct your account balance and future contributions in a way where you can create a diversified portfolio to help you meet your individual needs. There are no designated investment options under the Plan. You may purchase nearly all investments that are available in a brokerage account, including mutual funds and individual securities. Refer to the Retirement Account Client Agreement that you received when you opened your plan account for more information. If you need more information about a particular mutual fund, refer to the fund's prospectus for a complete description of the fund and its fees, charges, and operations.
- There may be certain restrictions on how investment directions may be made in your plan account, pursuant to the investments you select. Contact your Authorized agent/Advisor for additional details.
- You have the right to exercise voting, tender and similar rights related to any investments you may have in your plan account to the extent applicable.
- Administrative/Individual Expenses:
  - Refer to the Retirement Account Client Agreement and Supplemental Fees and Compensation Schedule that accompanied your account opening application for information related to fees and expenses for general administrative services and for more information about the operation of your brokerage account, including any restrictions which may apply to the investments you select.
  - If you have chosen other account features, refer to the applicable agreements and materials related to the feature for any fees related to the feature.

[1] Reference Employee Retirement Income Security Act of 1974 (ERISA) Section 3(7) for the definition of what is a participant.

[2] These are generally multi-participant qualified retirement plans where there is at least one participant that is not the owner or the owner's spouse.

[3] Section 404(a) of the ERISA and Department of Labor (DOL) Regulation Section 2550.404a-5.

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Defined Contribution Retirement Plan

SUMMARY PLAN DESCRIPTION

1. What is my retirement plan?

The _____ Plan (the "Plan") is (check one) ☐ a money purchase pension plan or ☐ a profit sharing only plan sponsored by _____ (the "Employer"). The Plan generally provides benefits to you after you stop working for the Employer (and to your Beneficiary if you die before you receive all your benefits). This "Summary Plan Description" explains the major provisions of the Plan. Capitalized terms that are not defined in the Summary Plan Description shall have the same meaning as provided in the Basic Plan Document. Although all possible care has been taken in the preparation of this Summary Plan Description, it is not the official text of the Plan. If there is any inconsistency between the information in this Summary Plan Description and the Plan itself, the terms of the Plan will control. Copies of the Plan document may be obtained by calling _____ (the "Plan Administrator") at _____ and are also available for inspection at the address below:

Name of the Employer: _____

Address of the Employer: _____

_____

_____

Employer's Tax Identification Number: _____

2. What is the "Plan Year" for the Plan?

The Plan Year runs from each _____ (month and day) to the following _____ (month and day).

3. Who is eligible to participate in the Plan?

Generally, employees and owner-employees of the Employer are eligible to participate in the Plan. However, individuals who are non-resident aliens receiving no earned income from sources within the United States, individuals covered by a collective bargaining agreement, and individuals who are residents of Puerto Rico are not eligible to participate in the Plan.

4. When will I become a participant in the Plan?

You will become a participant on the first day of the month beginning on or after the date you meet the Plan's age and service requirements, which are:

Age Requirement:
- ☐ No minimum age is required.
- ☐ You must be at least ___ years old.

Service Requirement:
- ☐ No eligibility service requirement.
- ☐ Six months of employment.
- ☐ One Year of Service.
- ☐ Two Years of Service.

5. How is service measured under the Plan?

A "Year of Service" is a period of twelve consecutive months in which you complete 1,000 Hours of Service. You are generally credited with an "Hour of Service" for each hour for which you are entitled to receive payment (whether or not you actually perform services). (You are also credited with Hours of Service for periods during which you are absent due to a military leave, provided that you have a right to reemployment under federal law and you return to work for the Employer at the conclusion of your military leave.) For purposes of measuring a Year of Service, the twelve-month period is your first twelve months of employment and each twelve-month period beginning on the anniversary of your date of hire.

If you experience a break in service (which occurs when you do not complete more than 500 Hours of Service in one of the twelve-month periods described above) before you become a participant, you will not receive credit for any Years of Service completed before the break in service. (For purposes of determining whether you have experienced a break in service, you will also receive credit for hours for a leave of absence relating to the birth or placement for adoption of a child.) The period for measuring your Years of Service after the break in service will be the twelve-month period beginning on the date you are credited with an Hour of Service after your break in service and each twelve-month period beginning on the anniversary of that date.

If the service requirement for participation in the Plan is six months of employment (see Question 4), you must work for the Employer for six consecutive months in order to participate in the Plan, but there is no minimum number of Hours of Service required.

6. What happens if I leave my job and I am then rehired by the Employer?

If you were a participant in the Plan before you left your job, you will become a participant as soon as you are rehired by the Employer. If you were not a participant in the Plan before you left your job, you must satisfy the Plan's age and service requirements (see Question 4) beginning on the date you are rehired.

7. Who makes contributions to the Plan?

Contributions to the Plan are made by the Employer. You do not make any contributions to the Plan.

8. When am I eligible to receive a contribution in a Plan Year?

You will be eligible to receive a share of any contribution made by the Employer for a Plan Year if you are a participant in the Plan and you meet one of the following requirements by the end of the Plan Year:

1. you are an active employee on the last day of the Plan Year;
2. you are credited with more than 500 Hours of Service during the Plan Year; or
3. your employment ended during the Plan Year because you died, became Disabled, or reached age 59½.

9. How does the Plan define "Disabled?"

Under the terms of the Plan, you are "Disabled" if you are determined (by a physician selected by the Plan Administrator) to be unable to engage in any substantial gainful activity because of a physical or mental impairment that can be expected to last for a continuous period of at least twelve months or is expected to result in death.

10. How is the Employer's contribution to the Plan calculated?

For profit sharing plans:

Each year, the Employer will decide whether to make a contribution to the Plan and what the amount of the contribution will be. If the Employer has decided to make a contribution to the Plan for a Plan Year, a portion of the contribution will be made on your behalf based on your Compensation. The Employer's contribution is made as of the end of each Plan Year. Your share of the contribution will be placed in a Plan account established for you.

For money purchase pension plans:

The Employer will contribute to the Plan a percentage of your Compensation for the Plan Year as of the end of the Plan Year. This contribution will be placed in a Plan account established for you.

11. What is my "Compensation" for purposes of determining contributions to the Plan?

For purposes of contributions, your "Compensation" is generally the wages, tips, and other compensation paid to you by the Employer for the Plan Year. If elected by the Employer in the Adoption Agreement, this amount is limited to Compensation earned while you are eligible to participate in the Plan. If you are a "self-employed individual" (meaning that you are not a common law employee of the Employer but you receive earned income for your personal services in connection with the Employer's business), your "Compensation" is the earned income you receive from the business, reduced by any contributions the Employer makes to a retirement plan on your behalf and by the amount of any deduction the Employer is permitted to take for self-employment taxes. Your annual Compensation that is taken into account in determining contributions to the Plan shall not exceed $345,000 for 2024 and $350,000 for 2025 (as indexed for cost-of-living adjustments). The compensation limit will be adjusted for cost-of-living increases as provided by the Internal Revenue Service.

12. How are contributions under the Plan allocated?

The allocation of contributions among eligible participants depends on whether the Plan is a profit sharing plan or a money purchase pension plan and whether the Plan is integrated with Social Security, as described in greater detail below.

For profit sharing plans that are not integrated with Social Security:

The Plan is not integrated with Social Security. Your share of the Employer's contribution is based on the ratio that your Compensation bears to the total Compensation of all the participants entitled to a share of the contribution. For purposes of allocating the contribution, Compensation in excess of $345,000 for 2024 and $350,000 for 2025 (as indexed for cost-of-living adjustments) is not taken into account.

For profit sharing plans that are integrated with Social Security:

The Plan is integrated with Social Security. This means that contributions toward your future Social Security benefits are taken into account for purposes of determining your share of the Employer's contribution.

Your share of the Employer's contribution is based on your Compensation for the Plan Year. For purposes of allocating the contribution, Compensation in excess of $345,000 for 2024 and $350,000 for 2025 (as indexed for cost-of-living adjustments) is not taken into account. The Employer's contribution is allocated according to the following formula:

1. First, your Plan account will receive an amount equal to ____% of your Compensation up to (check one) ☐ the Social Security wage base ($168,600 for 2024 and $176,100 for 2025), ☐ ___% of the Social Security wage base (may not exceed 100%), or ☐ $ ___ the "Integration Level" (not to exceed the Social Security wage base). *(If you do not select an option, the default is Integration Level with the Social Security Taxable Wage Base.)*
2. Second, the Excess Contribution Percentage (which may not exceed the Profit Sharing Maximum Disparity Rate) will be ___%.
3. The Profit Sharing Maximum Disparity Rates shall be 5.7%, unless an Integration Level other than the Social Security Taxable Wage Base is specified above.

   If a different Integration Level is specified above, the applicable percentage is determined in accordance with the table below:

If the Integration Level is more than:	But not more than:	The applicable percentage is:
$0	X*	5.7%
X*	80% of TWB	4.3%
80% of TWB	Y**	5.4%
*X = the greater of $10,000 or 20% of the TWB.		
**Y = any amount more than 80% of the TWB but less than 100% of the TWB.		

For money purchase pension plans that are not integrated with Social Security:

The Plan is not integrated with Social Security. The Employer will make a contribution of _____% of your Compensation to your Plan account. For purposes of determining the amount of your contribution, Compensation in excess of $345,000 for 2024 and $350,000 for 2025 (as indexed for cost-of-living adjustments) is not taken into account

For money purchase pension plans that are integrated with Social Security:

The Plan is integrated with Social Security. This means that contributions toward your future Social Security benefits are taken into account for purposes of determining the amount of your contribution.

Your share of the Employer's contribution is based on your Compensation for the Plan Year. Compensation in excess of $345,000 for 2024 and $350,000 for 2025 (as indexed for cost-of-living adjustments) is not taken into account for purposes of determining the amount of the contribution. The amount of the contribution is determined according to the following formula:

1. First, your Plan account will receive an amount equal to ____% of your Compensation up to (check one) ☐ the Social Security wage base ($168,600 for 2024 and $176,100 for 2025), ☐ ___% of the Social Security wage base (may not exceed 100%), or ☐ $ ___ the "Integration Level" (not to exceed the Social Security wage base). *(If you do not select an option, the default is Integration Level with the Social Security Taxable Wage Base.)*
2. Second, the Excess Contribution Percentage (which may not exceed the Money Purchase Maximum Disparity Rate) will be ___%. (Note: The Excess Contribution Percentage cannot be less than 3% and may not exceed the Base Contribution Percentage by more than the lesser of (1) the Base Contribution Percentage, or (2) the Money Purchase Maximum Disparity Rate.)

3. The Money Purchase Maximum Disparity Rates shall be 5.7%, unless an Integration Level other than the Social Security Taxable Wage Base is specified above.

   If a different Integration Level is specified above, the applicable percentage is determined in accordance with the table below:

If the Integration Level is more than:	But not more than:	The applicable percentage is:
$0	X*	5.7%
X*	80% of TWB	4.3%
80% of TWB	Y**	5.4%
*X = the greater of $10,000 or 20% of the TWB.		
**Y = any amount more than 80% of the TWB but less than 100% of the TWB.		

13. May I make a rollover contribution to the Plan?

Certain distributions from other retirement plans may be permitted to be "rolled over" into the Plan if you show the Plan Administrator that the distribution is eligible for rollover or transfer under the Internal Revenue Code. Your Plan will generally accept rollovers of eligible distributions made after December 31, 2001, from another qualified plan described in Sections 401(a) or 403(a) of the Internal Revenue Code (excluding after-tax employee contributions), from an annuity contract described in Section 403(b) of the Internal Revenue Code (excluding after-tax employee contributions), from certain eligible plans under Section 457(b) of the Internal Revenue Code, from an individual retirement account or annuity described in Section 408(a) or 408(b) of the Internal Revenue Code (excluding non-deductible or after-tax contributions). Please contact your Plan Administrator for more details.

Making Rollover Contributions to the Plan that consist of assets other than qualified 401(a) plan assets may result in the loss of favorable capital gains or 10-year income averaging tax treatment that may otherwise be available with respect to a lump sum distribution to you from the Plan. The loss of this favorable tax treatment may also occur if you make a Rollover Contribution to the Plan that consists of qualified 401(a) plan assets under certain circumstances. If you may be eligible for this special tax treatment, you should consult your tax advisor and carefully consider the impact of making a Rollover Contribution to the Plan.

The Plan Administrator determines which Rollover Contributions are acceptable and if any Rollover Contribution fails to meet the requirements of the Plan, and whether it must be distributed. If your Rollover Contribution to the Plan is not a direct rollover (i.e., you received a cash distribution from your eligible retirement plan), then it must be received by the Trustee within 60 days of your receipt of the distribution. Rollover Contributions may only be made in the form of cash or allowable fund shares. Your Rollover Contributions Account will be subject to the terms of this Plan and will always be fully vested and nonforfeitable. In general, if you receive an eligible rollover distribution as a surviving Spouse of a participant, or as a Spouse or former Spouse who is an "alternate payee" pursuant to a qualified domestic relations order ("QDRO"), you may also make a Rollover Contribution to the Plan. The Plan will not accept a Rollover Contribution of any amount attributable to Roth (after-tax deferral) contributions made to another plan.

14. How are contributions invested?

Contributions to the Plan are paid into a Trust to be held and invested by a Trustee. You direct the Trustee with respect to the investment of your Plan account. You may direct the Trustee to invest the amounts allocated to your Plan account in any of the (Fidelity) mutual funds or any other investments **(including marketable stocks and securities)** that are made available under the Plan. If you fail to direct the investments of your Plan account, it will be invested in the Plan's default fund, which is a money market mutual fund for which Fidelity Management & Research Co. serves as investment advisor or such other default investment options selected by your Employer. The Plan Administrator will provide information to you about the investment options under the Plan.

The Plan is intended to constitute a plan described in section 404(c) of the Employee Retirement Income Security Act of 1974 (ERISA) and the regulations thereunder. By giving you a broad range of investment alternatives and providing you with the necessary information to make informed decisions regarding your investment options, the Plan offers you an opportunity to exercise control over the investment of your Plan account. The fiduciaries of the Plan are obligated (with certain limited exceptions) to comply with the investment directions that you give. As a result, the fiduciaries of the Plan are not responsible for any losses resulting from your investment decisions.

15. Am I vested in my Plan account?

All contributions under the Plan are 100% vested at all times. This means that you will be entitled to receive the full amount of your Plan account when you terminate your employment with the Employer no matter how old you are, how long you have been working, or when you are otherwise eligible to receive benefits under the Plan.

16. When will I receive benefits from the Plan?

You may begin receiving benefits from the Plan when you reach Normal Retirement Age, as defined in the Plan; or if you become Disabled or terminate your employment.[1] Your Beneficiary or Beneficiaries may request a distribution of your account balance in the event of your death. Your benefits will generally begin no later than 60 days after the end of the Plan Year in which you reach Normal Retirement Age, the tenth anniversary of Plan participation, or terminate employment (whichever is later), but you may choose to postpone the payment of your benefit until a later time. However, if you own more than 5% of the Employer's business, you must begin to receive your benefit payments no later than the April 1 of the calendar year following the calendar year in which you turn age 72. If you do not own more than 5%, you must begin to receive your benefit payments no later than the April 1 of the calendar year after the calendar year in which you reach age 72 or stop working, whichever is later.

17. May I receive benefits before I separate from service?

Yes, you may receive your benefits upon the attainment of Normal Retirement Age, even if you are still working.[1]

18. What if I become Disabled while I am employed?

If you become Disabled but have not officially separated from service, you may nonetheless make withdrawals from your Plan account.

19. May I take a loan from my Plan account?

No.

20. What are the forms of payment under the Plan?

If the balance of your Plan account is $5,000 or less, a lump-sum payment of your benefits is the normal form of distribution under the Plan. If the balance of your Plan account is greater than $5,000, you may choose to receive your benefits in one of the following forms (subject to the rules below, to the extent applicable):

1. a lump sum paid to you in cash or in kind from your Plan account, or directly rolled over to your new employer's qualified plan or to your Individual Retirement Account ("IRA");
2. a series of substantially equal installments paid to you annually, quarterly, or monthly in cash or in kind from your Plan account over a period of years in accordance with IRS requirements; or
3. (check box if applicable) ☐ if the Plan was adopted prior to January 1, 2003, in a fixed or variable annuity contract or a life annuity contract (the period of which must satisfy applicable IRS requirements);
4. a Qualified Joint and Survivor Annuity, to the extent provided in Article 8 of the Defined Contribution Retirement Plan Basic Plan Document No. 04.

For profit sharing plans:

If you are married and (1) you elect to have your benefits paid to you in a fixed or variable annuity contract or a life annuity contract or (2) your Plan account contains any amounts formerly held in a money purchase pension plan or a defined benefit plan, you may be subject to the Plan's qualified joint and survivor annuity rules. Under these rules, your benefits will automatically be paid to you in the form of a "joint and survivor annuity" unless you elect another available form of payment and your Spouse consents to your election in writing. Your Spouse's signature must be witnessed by a notary public. A "joint and survivor annuity" provides payments to you over the period when you and your Spouse are both living and, if your Spouse survives you, payments to your Spouse for the rest of his or her life. If you are unmarried and either (1) or (2) applies, your benefit will be paid in the form of a single life annuity unless you elect another form of payment that is available under the Plan.

With the written, notarized consent of your Spouse, you may choose another form of payment available under the Plan at any time during the 180-day period before your benefit payments begin. You may change your selection during this 180-day period, but you may not change your selection after your benefit payments begin. The Plan Administrator will provide you with a written explanation of the joint and survivor annuity, your Spouse's rights, and how you may elect a different form of payment. If you wish to make an election for a different form of payment, you must do so in the manner and in the time frame required by the Plan Administrator.

[1] For distributions from a money purchase pension plan, additional restrictions may apply.

For money purchase pension plans:

The Plan is subject to certain qualified joint and survivor annuity rules. Under these rules, if you are married, your benefit will be paid in the form of a "joint and survivor annuity." A joint and survivor annuity provides payments over your lifetime and, if your Spouse survives you, continuing payments to your Spouse for the rest of his or her life. You may elect, with your Spouse's written and notarized consent, to receive your benefits in another form of payment available under the Plan (including a single life annuity).

With the written, notarized consent of your Spouse, you may choose another available form of payment available under the Plan at any time during the 180-day period before your benefit payments begin. You may change your selection during this 180-day period, but you may not change your selection after your benefit payments begin. The Plan Administrator will provide you with a written explanation of the joint and survivor annuity, your Spouse's rights, and how you may elect a different form of payment. If you wish to make an election for a different form of payment, you must do so in the manner and in the time frame required by the Plan Administrator.

If you are unmarried, your benefit will be paid in the form of a single life annuity unless you elect another form of payment that is available under the Plan (including a joint and survivor annuity).

21. Who is my Beneficiary under the Plan?

You select a Beneficiary under the Plan by completing a form that can be obtained from the Plan Administrator for this purpose and returning the form to the Trustee. If you are married, your Beneficiary will automatically be your Spouse unless your Spouse consents in writing to your selection of another Beneficiary. Your Spouse's consent to another Beneficiary must be witnessed by a notary public. Note that your marriage will nullify any plan Beneficiary designation you made prior to the marriage.

For money purchase plans:

If you are married, you may not select a Beneficiary other than your Spouse (even with your Spouse's consent) until the first day of the Plan Year in which you reach age 35 or are no longer employed by the Employer, whichever occurs first. Prior to this time, the Plan Administrator will provide you with a written explanation of the death benefit for Spouses and the rules for waiving this benefit.

22. What if I die before I begin to receive my benefits?

If you die before your benefit payments have begun, your Beneficiary(ies) will receive the balance of your Plan account.

For money purchase pension plans:

The Plan is subject to certain rules regarding distributions to Beneficiaries. If you are married and your Spouse has not consented to your selection of another Beneficiary, then your Spouse will receive his or her benefit in the form of an annuity for the remainder of his or her life or may elect to receive his or her benefit in another form available under the Plan.

23. Are there income tax implications to receiving a distribution or withdrawal from the Plan?

Under the Internal Revenue Code, the rules concerning federal income taxation on distributions and withdrawals from the Plan are complicated. Likewise, the rules concerning state income taxation on distributions and withdrawals from the Plan are complicated. You are strongly encouraged to seek professional tax advice before receiving a distribution or making a withdrawal.

Most distributions from the Plan are eligible for a tax-free rollover to an IRA or another retirement plan that accepts rollovers. You may instruct the Plan to transfer your eligible distribution directly to an IRA or other eligible plan that accepts rollovers, or receive a check and roll over the distribution yourself within sixty days of receipt. Under current law, if you do not use the direct rollover option, 20% of your distribution will automatically be withheld for federal income tax purposes. In some instances, state withholding tax applies as well.

Certain early distributions may be subject to an additional 10% income tax penalty. In general, any distribution from the Plan (before or after separation from service) will be considered an early distribution subject to the 10% penalty unless it is rolled over directly (or within sixty days) to an IRA or another eligible retirement plan, or made to a participant after age 59½ or after a separation from service after age 55, or made to a participant who becomes totally and permanently Disabled, or made to a Beneficiary after the participant's death.

24. Are there any other restrictions on my Plan benefits?

Federal rules limit the maximum amount that may be contributed to the Plan on your behalf.

Some limits apply to the dollar amount that may be contributed; others seek to ensure that highly paid employees are not benefiting from the Plan in disproportion to employees who are not highly paid. You will be notified by the Plan Administrator if you are affected by these limits.

Amounts held in the Trust and credited to participants are subject to increases or decreases in value depending on the investment option you choose and its performance. In addition, the reasonable expenses of administering the Plan and Trust may, at the Plan Administrator's discretion, be paid out of Trust assets. In certain circumstances, contributions to the Plan may be returned to the Employer if made on the basis of a mistake of fact or if held not to be tax deductible.

Benefits under the Plan may not be assigned or pledged to others and are not subject to the claims of creditors, except in the case of a qualified court order for payments such as alimony and child support, certain levies, or as may otherwise be required or permitted by law. To the extent required by such an order, the Plan Administrator may make distributions from your Plan account to other people, such as a Spouse or child.

25. Qualified Domestic Relations Orders

Your Account may not be attached, garnished, assigned, or used as collateral for a loan outside of this Plan except to the extent required by law. Your creditors may not attach, garnish, or otherwise interfere with your Account balance except in the case of a proper Internal Revenue Service tax levy, or a Qualified Domestic Relations Order (QDRO). A QDRO is a special order issued by the court in a divorce, child support, or similar proceeding. In this situation, your Spouse, or former Spouse, or someone other than you or your Beneficiary, may be entitled to a portion or all of your Account balance based on the court order.

26. What are the procedures for filing a claim under the Plan?

Claims Procedures

You or your Beneficiary (or your authorized representative, or your Beneficiary's authorized representative) may make a claim for benefits under the Plan. Any such claim you file must be submitted to the Plan Administrator in a form and manner acceptable to the Plan Administrator. Contact your Plan Administrator for more information. Generally, the Plan Administrator will provide you with written notice of the disposition of your claim within 90 days after receipt of your claim by the Plan.

Appeals

If you believe you are being denied any rights or benefits under the Plan, you (or your authorized representative) may file a claim in writing with the Plan Administrator. If the claim is denied, in whole or in part, the Plan Administrator will notify you in writing or electronically, giving the specific reasons for the decision, including specific reference to the pertinent Plan provisions, a description of any additional material or information necessary to perfect the claim, and an explanation of why such material or information is necessary. The written notice will also advise you of your right to request a review of the claim, the steps necessary if you wish to submit the claim for review, and your right to bring a civil action under federal law following a denial of the claim on review. The Plan Administrator will notify you of its decision within 90 days after it receives the claim (or within 180 days, if special circumstances exist requiring additional time, and if you have been given a written explanation of the need for the extension and the date by which the Plan expects to render a decision within the initial 90-day period).

You (or your authorized representative) have 60 days (or such later time as shall be deemed reasonable taking certain factors into consideration) after you receive the notice of denial to make a request for review in writing to the Plan Administrator. As part of the request, you may submit written comments, documents, records, and other information relating to the claim to the Plan Administrator, and you may also review or obtain copies of (upon request and free of charge) all documents, records, and other information relevant to your claim. The Plan Administrator will provide you with a decision in writing or electronically within 60 days (or 120 days if a hearing is held or if other special circumstances exist requiring more than 60 days and a written explanation of the need for the extension and the date by which the Plan expects to render a decision is provided to you within the initial 60-day period) after the request has been received. Again, the decision will include specific reasons, including references to pertinent Plan provisions. The decision will also advise you of your right to receive (upon request and free of charge) all documents, records, and other information relevant to your claim and to bring a civil action under federal law upon the denial of your claim.

27. Can the Plan change or be terminated in the future?

The Plan may be amended or terminated at any time as required by federal law or as the Employer determines in its discretion. Except under limited circumstances, the Employer does not have the power to amend the Plan in such a manner as would permit any part of the Plan's assets to be diverted to purposes other than for the exclusive benefit of participants or their Beneficiaries (or for the reasonable expenses of administering the Plan and Trust), or to amend the Plan retroactively to deprive any participant of a benefit to which he or she was entitled by reason of contributions made prior to the amendment.

28. Benefits Not Insured

Benefits provided by the Plan are not insured or guaranteed by the Pension Benefit Guaranty Corporation under Title IV of the Employee Retirement Income Security Act of 1974 because the insurance provisions under ERISA are not applicable to this particular Plan. The value of your Account will be subject to investment gains and losses.

29. If the Plan is subject to ERISA, what are my rights?

If the Plan covers more than just the owner (or owners) of the business and other self-employed individuals, the Plan will be covered by the federal pension law known as ERISA. If the Plan is subject to ERISA, the following "Statement of ERISA Rights" will apply to all Plan participants.

30. When to Bring an Action in Court

You may file a lawsuit regarding the denial of an appeal after following the claims and review procedures above. You must file any lawsuit within 12 months of the date the Plan Administrator issued its final decision on an appeal. If you do not file a claim, or exhaust the claims review process for any reason, any lawsuit must be filed within 12 months of the date of the conduct at issue in the lawsuit (which includes, among other things, the date you became entitled to any Plan benefits at issue in the lawsuit). If you fail to file a lawsuit within these time frames, you will lose your right to bring the lawsuit at a later time.

STATEMENT OF ERISA RIGHTS

As a participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants shall be entitled to:

Receive Information About Your Plan and Benefits

- Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Pension and Welfare Benefit Administration.
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.
- Obtain a statement telling you whether you have a right to receive a benefit at normal retirement age (age 59½) and, if so, what your benefits would be at normal retirement age if you stopped working under the Plan as of the date of the statement. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The Plan must provide the statement free of charge.

Prudent Action by Plan Fiduciaries

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and Beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit under the Plan or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Plan's decision concerning the qualified status of a domestic relations order, or there is no decision, you may file suit in federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor or you may file suit in a federal court. The court will decide who should pay court costs and legal fees of the party either bringing or defending the suit or proceeding. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, DC 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

28. Miscellaneous Information

Plan Sponsor: _____

_____

_____

Employer Identification Number of Plan Sponsor: _____

Plan Number: _____

Plan Administrator: The Plan Administrator is the main contact and the designated agent for service of legal process for the Plan:

_____

_____

_____

Trustee: Fidelity Management Trust Company

Type of Plan (check one): ☐ Profit Sharing Plan

☐ Money Purchase Pension Plan

PBGC Insurance: Benefits under the Plan are not insured by the Pension Benefit Guaranty Corporation because the Pension Benefit Guaranty Corporation does not guarantee benefits under defined contribution plans such as profit sharing and money purchase pension plans.

Fidelity Brokerage Services LLC, Member NYSE, SIPC
900 Salem Street, Smithfield, RI 02917

Fidelity Brokerage Services LLC

PRODUCTS, SERVICES, AND CONFLICTS OF INTEREST

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

Introduction

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

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

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

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

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

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

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

How We Recommend Investments

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

Retirement and Other Tax-Advantaged Accounts

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

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

Under these special rules, we must:

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

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

- ***Transfer and Account Recommendations.*** From time to time, we may recommend that you transfer or roll over assets from a Workplace Savings Plan to a brokerage or an advisory IRA (or another Workplace Savings Plan). We may also recommend that you transfer assets in your Workplace Savings Plan to an advisory program or transfer IRA assets to an advisory program.
- ***Investment Recommendations.*** If you have a Retirement Account with us, we may, from time to time, recommend that you buy, sell, or hold securities or other investment property for your Account. We may also recommend that you hire third parties to provide you with investment advice for your IRA.

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

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

Rollovers from an Employer-Sponsored Retirement Plan

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

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

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

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

Conflicts of Interest

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

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

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

How We Pay Our Representatives

- FBS takes customer relationships very seriously and has processes in place to help ensure that when we recommend products and services to you, what we recommend is in your best interest. FBS Representative compensation is designed to ensure that our Representatives are appropriately motivated and compensated to provide you with the best possible service, including providing recommendations that are in your best interest, based on your stated needs. This section generally describes how we compensate FBS Representatives. Compensation to FBS and its Representatives for the products and services we offer is described in the "Investment Products and Services" section below.
- Fidelity Representatives receive a portion of their total compensation as base pay—a predetermined and fixed annual salary. Base pay varies between Fidelity Representatives based on experience and position. In addition to base pay, FBS Representatives are also eligible to receive variable compensation or an annual bonus, and certain Representatives are also eligible to receive longer-term compensation. Whether and how much each FBS Representative receives in each component of compensation is generally determined by the Representatives role, responsibilities, and performance measures and is also impacted by the type of product or service you select. These compensation differentials recognize the relative time required to engage with a customer and that more time is required to become proficient or receive additional licensing (for example, insurance and annuity products or investment advisory services) as compared to, for example, a money market fund. Products and services that require more time to engage with a client and/or that are more complex generally provide greater compensation to our Representatives, FBS, and/or our affiliates. Although we believe that it is fair to base the compensation received by our Representatives on the time and complexity involved with the sale of products, this compensation structure creates a financial incentive for Representatives to recommend and that a client maintain investments in these products and services over others. Depending on the specific situation, the compensation received by Fidelity Representatives in connection with you maintaining an FBS Account could be less than the compensation received by Fidelity Representatives in connection with you choosing to participate in a Fidelity advisory program. FBS addresses these conflicts of interest by training and supervising our Representatives to make recommendations that are in your best interest and by disclosing these conflicts so that you can consider them when making your financial decisions.
- For additional information about FBS Representative compensation, please see *Important Information Regarding Representatives' Compensation* at **Fidelity.com/information**.

Investment Products and Services Offered by FBS

General Investment Risks

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

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

Fees and Charges

Details regarding the fees, charges, and commissions and/or markups associated with the investment products and services described below are available at **Fidelity.com/information**.

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

Available Securities

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

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

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

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

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

In general, the bond market is volatile and fixed income securities carry interest rate risk (i.e., as interest rates rise, bond prices usually fall, and vice versa). Interest rate risk is generally more pronounced for longer-term fixed income securities. Very low or negative interest rates can magnify interest rate risks. Changing interest rates, including rates that fall below zero, can also have unpredictable effects on markets and can result in heightened market volatility. Fixed income securities also carry inflation risk, liquidity risk, call risk, and credit and default risks for both issuers and counterparties. Tax code changes can impact the municipal bond market. Lower-quality fixed income securities involve greater risk of default or price changes due to potential changes in the credit quality of the issuer. Foreign fixed income investments involve greater risks than U.S. investments, and can decline significantly in response to adverse issuer, political, regulatory, market, and economic risks. Fixed income securities sold or redeemed prior to maturity are subject to loss.

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

Exchange-Traded Products (ETPs)

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

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

FBS and its affiliate NFS receive compensation from BlackRock Fund Advisors, the sponsor of the iShares® ETFs, in connection with a marketing program that includes promotion of iShares® ETFs and inclusion of iShares funds in certain FBS and NFS platforms and investment programs. This marketing program creates an incentive for FBS to recommend the purchase of iShares ETFs. Additional information about the sources, amounts, and terms of this compensation is contained in the iShares ETF's prospectuses and related documents. FBS and its affiliate NFS also have commission-free marketing arrangements with several other sponsors of ETFs under which

we are entitled to receive payments. Certain ETF sponsors also pay FBS and NFS fees in support of their ETFs on Fidelity's platform, including related shareholder support services, the provision of calculation and analytical tools, as well as general investment research and educational materials regarding ETFs.

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

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

Insurance and Annuities

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

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

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

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

Mutual Funds

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

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

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

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

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

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

Private Funds and Alternative Investments

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

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

FBS receives compensation from its affiliates and third parties for distributing and/or servicing alternative investments. FBS affiliates also earn compensation from the ongoing management fees for proprietary alternative investments.

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

Stocks and Options

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

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

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

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

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

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

Additional FBS Account Services, Features, and Types

Checkwriting Services

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

Credit and Debit Cards

Credit Cards

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

Debit Cards

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

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

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

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

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

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

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

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

Fully Paid Lending Program

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

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

Certain FBS Representatives can recommend the use of the Lending Program but are not compensated in connection with your participation in the Lending Program.

Health Savings Account (HSA)

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

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

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

IRAs and Other Retirement Accounts

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

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

Margin

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

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

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

Sweep Options

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

Third-Party Lending Solutions

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

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

Accounts Offered by Affiliates of FBS Charitable Giving

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

Certain FBS Representatives are compensated for referrals to Fidelity Charitable.

Investment Advisory Services

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

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

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

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

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

Workplace Services

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

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

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

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

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

Third-Party Services through Marketplace Solutions and Other Programs

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

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

Additional Conflicts of Interest

Agreements and Incentives with Intermediaries

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

In addition, if you work with an Intermediary, FBS or its affiliates provide your Intermediary with a range of benefits to help it conduct its business and serve you. These benefits can include providing or paying for the costs of products and services to assist the Intermediary or direct payment to your Intermediary to defray the costs they incur when they do business. In other instances, Fidelity makes direct payments to Intermediaries in certain arrangements including business loans, referral fees, and revenue sharing. Examples of the benefits provided include (i) paying for technology solutions for Intermediaries; (ii) obtaining discounts on our proprietary products and services; (iii) assisting Intermediaries with their marketing activities; (iv) assisting Intermediaries with transferring customer accounts to our platform and in completing documentation to enroll their clients to receive our services; (v) making direct payments to reimburse for reasonable travel expenses when reviewing our business and practices; (vi) making direct payments for performing backoffice, administrative, custodial support, and clerical services for us in connection with client accounts for which we act as custodian; and (vii) making referral payments to Intermediaries, their affiliates, or third parties for referring business to FBS. These benefits provided to your Intermediary do

not necessarily benefit your Intermediary Account. The benefits and arrangements vary among Intermediaries depending on the business they and their clients conduct with us and other factors. Please discuss with your Intermediary the details regarding its relationship with FBS and its affiliates. Further, FBS administers certain business to business introductory and referral programs to benefit the Intermediaries. As part of these programs, when new business relationships result, from time to time FBS collects program and referral fees.

Order Routing and Principal Trading by FBS Affiliates

When you place a purchase or sale order for individual stocks or bonds in your FBS Account, FBS typically will route the order to its affiliated clearing broker-dealer NFS, which in turn either executes the order from its own account (a "principal trade"), or sends the order to various exchanges or market centers for execution. NFS can also direct customer orders to exchanges or market centers in which it or one of its affiliates has a financial interest. Any order executed for your FBS Account is subject to a "best execution" obligation. If NFS executes the order from its own account through a principal trade, it can earn compensation on the transaction. This creates an incentive for NFS to execute principal trades with its own account. In deciding where to send orders received for execution, NFS considers a number of factors including the size of the order, trading characteristics of the security, favorable execution prices (for example, the opportunity for price improvement), access to reliable market data, availability of efficient automated transaction processing, and execution cost. Some market centers or broker-dealers may execute orders at prices superior to publicly quoted market prices. Although you can instruct us to send an order to a particular marketplace, NFS order routing policies are designed to result in transaction processing that is favorable for you. Please refer to the "Stocks and Options" section of this document for a description of the remuneration, compensation, or other consideration received by FBS and/or NFS for directing customer orders to certain market centers. For additional information on our best execution and order entry procedures, please refer to our Fidelity Account Customer Agreement, which you can find at **Fidelity.com/information**.

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

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

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

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

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

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

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

Important Information about Your Choices after Leaving Your Employer

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

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

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

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

Factors to Consider

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Best Interest Rationale for Certain Investment Recommendations

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

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

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

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Defined Contribution Retirement Plan
Basic Plan Document No. 04

Article 1. Introduction

This Pre-Approved Plan consists of two parts: (1) an Adoption Agreement that is a separate document incorporated by reference into this Basic Plan Document; and (2) this Basic Plan Document. Each part of the Pre-Approved Plan contains substantive provisions that are integral to the operation of the plan. The Adoption Agreement is the means by which an adopting Employer elects the optional provisions that shall apply under its plan. The Basic Plan Document describes the standard provisions elected in the Adoption Agreement. In addition to the pre-approved provisions, the Plan includes a separate trust agreement that describes the powers and duties of the Trustee with respect to Plan assets. The Trust Agreement is incorporated into the Plan by reference.

The purpose of the Plan is to create a retirement fund intended to help provide for the future security of the Participants and their Beneficiaries. The Pre-Approved Plan is intended to qualify under Code section 401(a). Depending upon the Adoption Agreement completed by an adopting Employer, the Pre-Approved Plan may be used to implement either (i) a money purchase pension plan or (ii) a profit sharing plan with or without a cash or deferred arrangement intended to qualify under Code section 401(k).

Article 2. Definitions

As used in the Plan the following terms shall have the meanings set forth below:

2.1. Account or Accounts. "Account" or "Accounts" means an account established for the purpose of recording any contributions made on behalf of a Participant and any income, expenses, gains, or losses incurred thereon. The Plan Administrator shall establish and maintain sub-accounts within a Participant's Account as necessary to depict accurately a Participant's interest under the Plan. The Plan Administrator shall also establish and maintain such other accounts and/or sub-accounts and records as it decides in its discretion to be reasonably required or appropriate in order to discharge its duties under the Plan.

2.2. Adoption Agreement. "Adoption Agreement" means the instrument, completed and executed by the Employer and accepted by the Trustee, in which the Employer adopts the Plan and selects its options under the Plan. The Adoption Agreement may be amended by the Employer from time to time, subject to Articles 10.2 and 10.3 of the Plan.

2.3. Affiliated Employer. "Affiliated Employer" means the Employer and any trade or business, whether or not incorporated, which is any of the following:

(a) a member of a group of controlled corporations (within the meaning of Code section 414(b)) which includes the Employer; or

(b) a trade or business under common control (within the meaning of Code section 414(c)) with the Employer; or

(c) a member of an affiliated service group (within the meaning of Code section 414(m)) which includes the Employer; or

(d) an entity otherwise required to be aggregated with the Employer pursuant to Code section 414(o).

In determining service for eligibility to participate in the Plan, all employees of Affiliated Employers will be treated as employed by a single employer.

2.4. Alternate Payee. "Alternate Payee" means the Spouse, former Spouse, child or other dependent of a Participant who is recognized by a domestic relations order as having a right to receive some or all of the benefits payable under the Plan with respect to such Participant.

2.5. Annuity Starting Date. "Annuity Starting Date" means the first day of the first period for which an amount is paid as an annuity or any other form.

2.6. Basic Plan Document. "Basic Plan Document" means this pre-approved plan document, qualified with the Internal Revenue Service as Basic Plan Document No. 04.

2.7. Beneficiary. "Beneficiary" means the person or entity (including a trust or an estate, in which case the term may mean the trustee or personal representative acting in his or her fiduciary capacity) designated as such by the Participant under Article 7.4 to receive a Participant's Account upon the Participant's death, subject to the requirements of Code section 401(a)(9) and the Treasury Regulations thereunder.

2.8. Break in Service. "Break in Service" means a period of 12 consecutive months, commencing on the date on which an individual first performs an Hour of Service or on any anniversary thereof, during which he is not credited with more than 500 Hours of Service. Solely for the purpose of determining whether a Break in Service has occurred, an individual who is absent from work for maternity or paternity reasons shall receive credit for the Hours of Service which would otherwise have been credited to such individual but for such absence, or in any case in which such hours cannot be determined, 8 Hours of Service per day of such absence. The Hours of Service credited under this paragraph shall be credited in the 12 month period (as described above) in which the absence begins if the crediting is necessary to prevent a Break in Service in that period or, in all other cases, in the following 12 month period (as described above).

2.9. Business. "Business" means the trade or business of any Employer, the legal form of which may be a corporation, a government entity, a limited liability company, a limited liability partnership, a partnership, an unincorporated sole proprietorship, a professional service corporation, a Subchapter S corporation, a tax-exempt organization, or other unincorporated business.

2.10. Catch-Up Contribution. "Catch-Up Contribution" means an Elective Contribution described in Article 4.7.

2.11. Code. "Code" means the Internal Revenue Code of 1986, as amended, and the regulations thereunder. Reference to a section of the Code shall include that section and any comparable section or sections, or any future statutory provision which amends, supplements, or supersedes that section.

2.12. Compensation.

(a) For an Employee who is not a Self-Employed Individual, "Compensation" means, subject to the limits of this Article 2.13, wages, tips and other compensation paid by the Employer and reportable on Internal Revenue Service Form W-2, excluding deferred compensation, but increased by amounts withheld under a salary reduction agreement in connection with a cash or deferred plan under Code section 401(k), a SIMPLE retirement account under Code section 408(p), a simplified employee pension under Code section 408(k), or a tax-deferred annuity under Code section 403(b), and any amount which is contributed by the Employer at the election of the Participant and which is not includible in the gross income of the Participant by reason of Code section 125 (cafeteria plans), Code section 132(f)(4) (qualified transportation fringe benefit programs), or Code section 457 (deferred compensation plans of tax exempt organizations). Amounts under Code section 125 include any amounts available to a Participant in cash in lieu of group health coverage because the Participant is unable to certify that he has other health coverage. An amount will be treated as an amount under Code section 125 only if the Employer does not request or collect information concerning the Participant's other health coverage as part of the enrollment process for the health plan.

(b) For an Employee who is a Self-Employed Individual, "Compensation" means the net earnings from self-employment derived by a Self-Employed Individual from the Business with respect to which the Plan is established, for which personal services of the individual are a material income-producing factor, excluding items not included in gross income and the deductions allocated to such items; and reduced by (1) contributions by the Employer to qualified plans, to the extent deductible under Code section 404, and (2) any deduction allowed to the Employer under Code section 164(f).

(c) A Participant's Compensation for a Plan Year is subject to the limits set forth below:

(1) For Plan Years beginning on or after January 1, 2002, the annual Compensation of each Participant taken into account for determining all contributions provided under the Plan for any Plan Year shall not

exceed $200,000 as adjusted for increases in the cost of living in accordance with Code section 401(a)(17)(B). The cost-of-living adjustment in effect for a calendar year applies to any Plan Year beginning in that calendar year.

(2) If a Plan Year consists of fewer than 12 months (a "short Plan Year"), the annual Compensation limit is an amount equal to the otherwise applicable annual Compensation limit multiplied by a fraction, the numerator of which is the number of months in the short Plan Year, and the denominator of which is 12.

(3) If so elected in the Adoption Agreement, Compensation for purposes of allocating Employer contributions shall not include Compensation prior to the date the Employee's participation in the Plan commenced. Any such election in an Adoption Agreement shall not apply for purposes of applying the provisions of Article 13.2.

(4) Effective for all Differential Wages paid after December 31, 2008, Compensation includes Differential Wages. However, for the purposes of determining the amount or allocation of contributions under Article 4 of the Plan, Differential Wages paid after December 31, 2008 are not included in Compensation.

If the Plan is adopted as an amendment to an existing plan, the definition in this Article 2.13 is effective as of the first day of the Plan Year in which the Plan is adopted.

2.13. Computation Period. "Computation Period" means a period of 12 consecutive months, commencing on the date on which an individual first performs an Hour of Service or on any anniversary thereof, except that in the case of an Employee who returns to service with the Employer after having incurred a Break in Service, the 12 month period shall commence on the date on which he first performs an Hour of Service after the Break in Service, and each anniversary thereof.

2.14. Designated Roth Contributions. "Designated Roth Contributions" means a Participant's Elective Contributions that are includible in the Participant's gross income at the time deferred and have been irrevocably designated as Designated Roth Contributions by the Participant in his or her contribution election.

2.15. Differential Wages. "Differential Wages" means wages paid to an Employee by the Employer with regard to military service meeting the definition of differential wage payment found in Code section 3401(h)(2).

2.16. Disability. "Disability" means inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months. The permanence and degree of such impairment shall be supported by medical evidence. Disability shall be determined by a licensed physician selected by the Participant.

2.17. DOL Regulations. "DOL Regulation" means a regulation promulgated under ERISA by the U.S. Department of Labor.

2.18. Effective Date. "Effective Date" means the date specified in the Adoption Agreement. However, the effective date of any Plan provision resulting from a change in law or applicable guidance will be effective as of the date required by such law or guidance, even if such date is earlier than the Effective Date.

2.19. Elective Contribution. "Elective Contribution" means any Employer contribution made to the Plan at the election of the Participant, in lieu of cash compensation, and shall include contributions made pursuant to a salary reduction agreement or other contribution mechanism. For purposes of Article 12, with respect to any taxable year, a Participant's Elective Contributions are the sum of all Employer contributions made on behalf of such Participant pursuant to an election to defer under any qualified cash or deferred arrangement as described in Code section 401(k), any salary reduction simplified employee pension as described in Code section 408(k)(6), any eligible deferred compensation plan under Code section 457, any plan as described under Code section 501(c)(18), any employer contribution made on the behalf of a participant for the purchase of an annuity contract under Code section 403(b) pursuant to a salary reduction agreement, and any employer contribution under Code section 408(p)(2)(A)(i). The term "Elective Contribution" includes Pre-Tax Elective Contributions and Designated Roth Contributions. "Elective Contributions" shall not include any amounts properly distributed as Excess Amounts.

2.20. Employee. "Employee" means (a) a common law employee of an Affiliated Employer; (b) in the case of an Affiliated Employer which is a sole proprietorship, the sole proprietor thereof; (c) in the case of an Affiliated Employer which is a partnership, any partner thereof; and (d) any individual treated as an employee of an Affiliated Employer under the "leased employee" rules in Article 11.8 of the Plan. The term "Employee" shall include a Self-Employed Individual and an Owner-Employee, but for purposes of participation in accordance with Article 3.1 shall exclude (1) any individual who is a nonresident alien receiving no earned income from an Affiliated Employer which constitutes income from sources within the United States, (2) any individual included in a unit of employees covered by a collective bargaining agreement as to which retirement benefits were the subject of good faith bargaining, and (3) any individual who is a resident of Puerto Rico.

2.21. Employee Nondeductible Contribution. "Employee Nondeductible Contribution" means a nondeductible contribution made by an Employee to the Plan under provisions of the Plan that are no longer in effect. Employee Nondeductible Contributions are not permitted to be made to the Plan after the later of (i) the first day of the first Plan Year beginning after December 31, 1986 or (ii) the date the Plan was restated onto this Pre-Approved Plan (or any predecessor prototype plan maintained by the Provider).

2.22. Employer. "Employer" means the Employer named in the Adoption Agreement, and any successor thereto.

2.23. ERISA. "ERISA" means the Employee Retirement Income Security Act of 1974, as amended, and the regulations thereunder. Reference to a section of ERISA shall include that section and any comparable section or sections, or any future statutory provision which amends, supplements, or supersedes that section.

2.24. Highly Compensated Employee. "Highly Compensated Employee" means any Employee who performs service for the Employer during the "determination year" and who (1) at any time during the "determination year" or the "look-back year" was a five percent owner (as defined in Code section 414(q)) or (2) received Compensation from the Employer during a "look-back year" in excess of $80,000 (as adjusted pursuant to Code section 415(d)). For this purpose, the "determination year" shall be the Plan Year. The "look-back year" shall be the twelve-month period immediately preceding the "determination year." A highly compensated former employee is based on the rules applicable to determining highly compensated employee status as in effect for that "determination year."

2.25. Hour of Service. "Hour of Service" means:

(a) Each hour for which an Employee is paid, or entitled to payment, for the performance of duties for an Affiliated Employer. These hours shall be credited to the Employee for the Computation Period or Periods in which the duties are performed.

(b) Each hour for which an Employee is paid, or entitled to payment, by an Affiliated Employer on account of a period of time during which no duties are performed (irrespective of whether the employment relationship has terminated) due to vacation, holiday, illness, incapacity (including Disability), jury duty, military duty, layoff, or leave of absence; provided, however, that no more than 501 Hours of Service shall be credited under this paragraph (b) to an Employee on account of any single continuous period during which the Employee performs no services (whether or not such period occurs in a single Computation Period). Hours under this paragraph shall be calculated and credited pursuant to DOL Regulation 2530.200b-2, which is incorporated herein by this reference.

(c) Each hour for which back pay, irrespective of mitigation of damages, is either awarded or agreed to by an Affiliated Employer; provided, however, that the same Hours of Service shall not be credited under both paragraph (a) or (b), as the case may be, and under this paragraph (c). These hours shall be credited to the Employee for the Computation Period or Periods to which the award or payment pertains, rather than the Computation Period in which the award, agreement, or payment is made.

Hours of Service shall be credited to leased employees in accordance with Article 11.8. If the Employer maintains the plan of a predecessor employer, Hours of Service shall be credited for service with such predecessor employer. Solely for purposes of determining whether a Break in Service has occurred in a Computation Period, an individual who is absent from work

for maternity or paternity reasons shall receive credit for the Hours of Service which would otherwise have been credited to such individual but for such absence, or in any case in which such hours cannot be determined, 8 Hours of Service per day of such absence. For purposes of this paragraph, an absence from work for maternity or paternity reasons means an absence (1) by reason of the pregnancy of the individual, (2) by reason of a birth of a child of the individual, (3) by reason of the placement of a child with the individual in connection with the adoption of such child by such individual, or (4) for purposes of caring for such child for a period beginning immediately following such birth or placement. The Hours of Service credited under this paragraph shall be credited (i) in the Computation Period in which the absence begins if the crediting is necessary to prevent a Break in Service in that period, or (ii) in all other cases, in the following Computation Period.

2.26. Money Purchase Employer Contribution. "Money Purchase Employer Contribution" means any contribution made to the Plan in accordance with Article 4.4.

2.27. Nonelective Employer Contribution. "Nonelective Employer Contribution" means any contribution made to the Plan in accordance with Article 4.3.

2.28. Non-Highly Compensated Employee. "Non-Highly Compensated Employee" means any Employee who is not a Highly Compensated Employee.

2.29. Normal Retirement Age. "Normal Retirement Age" means the age specified in the Adoption Agreement; provided, however that if the Adoption Agreement provides that the Plan is a money purchase plan, and the age specified is earlier than age 62, the Employer represents that the age specified as the Normal Retirement Age is reasonably representative of the typical retirement age for the industry in which the Employees perform services.

2.30. Owner-Employee. "Owner-Employee" means the sole proprietor, if the Employer is a sole proprietorship, or a partner who owns more than 10 percent of either the capital interest or the profits interest, if the Employer is a partnership.

2.31. Participant. "Participant" means an Employee who has met the requirements of Article 3.1 or Article 3.2.

2.32. Plan. "Plan" means the plan established by the Employer in the form of this Pre-Approved Plan, as provided herein and in the Adoption Agreement executed by the Employer, together with any and all amendments hereto.

2.33. Plan Administrator. "Plan Administrator" means the person(s) or entity named to administer the Plan (as set forth in Article 11.2) on behalf of the Employer, including any successor plan administrator, as specified in the Adoption Agreement or in another form and manner acceptable to the Trustee. The Plan Administrator is a "named fiduciary" for purposes of ERISA section 402(a)(1) and has the powers and responsibilities with respect to the management and operation of the Plan described herein. If the Plan Administrator resigns, dies or is otherwise unable or unwilling to act as Plan Administrator, the successor plan administrator shall assume the duties of Plan Administrator and shall be responsible for administering and terminating the Plan, as applicable.

2.34. Plan Year. "Plan Year" means the period of 12 consecutive months designated by the Employer in the Adoption Agreement, except that in the case of initial adoption of or termination of the Plan, or in the case of a change in Plan Year, a period of less than 12 consecutive months may be designated as the Plan Year.

2.35. Pre-Approved Plan. "Pre-Approved Plan" means the form of this Basic Plan Document and the associated Adoption Agreements, as approved from time to time by the Internal Revenue Service.

2.36. Pre-Tax Elective Contributions. "Pre-Tax Elective Contributions" are a Participant's Elective Contributions made under the Plan that are not includable in the Participant's gross income at the time contributed.

2.37. Provider. "Provider" means FMR LLC or its successor.

2.38. QDRO. "QDRO" means a qualified domestic relations order within the meaning of Code section 414(p), as determined by the Plan Administrator in accordance with Article 7.9.

2.39. Qualified Nonelective Employer Contribution. "Qualified Nonelective Employer Contribution" means any contribution made by the Employer to the Plan on behalf of Non-Highly Compensated Employees in accordance with Article 4.9, that may be included in determining whether the Plan meets the ADP test described in Article 12.5.

2.40. Registered Investment Company/Registered Investment Company Shares. "Registered Investment Company" means any one or more corporations or trusts registered under the Investment Company Act of 1940 and acceptable to the Provider and the Trustee, in their discretion, for use under the Plan; and "Registered Investment Company Shares" means the shares, trust certificates, or other evidences of ownership in any such Registered Investment Company.

2.41. Roth Effective Date. "Roth Effective Date" means the date as of which Designated Roth Contributions are allowed under this Pre-Approved Plan, as determined by the Provider. However, the Employer may designate a later Roth Effective Date (or opt out of Designated Roth Contributions) in the Adoption Agreement (or addendum thereto) and in no event will the Roth Effective Date be a date earlier than the date the Employer allows Roth Contributions to be made under the Plan.

2.42. Safe Harbor Nonelective Employer Contribution. "Safe Harbor Nonelective Employer Contribution" means any contribution made to the Plan in accordance with Article 4.8 that is intended to satisfy the requirements of Code section 401(k)(12)(B).

2.43. Self-Employed Individual. "Self-Employed Individual" means an individual who is not a common-law employee and who has earned income (within the meaning of Code section 401(c)(2)) from the Business (or would have had such earned income if the Business had net profits) for the taxable year.

2.44. Spouse. "Spouse" means the person to whom the Participant is married for purposes of Federal income taxes. A former spouse will be treated as a Spouse to the extent provided in a domestic relations order that has been determined to be a qualified domestic relations order (as defined in Code section 414(p)).

2.45. Treasury Regulations. "Treasury Regulation" means a regulation promulgated under the Code by the Internal Revenue Service.

2.46. Trust. "Trust" means the trust fund established to hold the assets of the Plan.

2.47. Trust Agreement. "Trust Agreement" means the separate agreement between the Trustee and the Employer under which the assets of the Plan are held, administered, and managed. The Trust Agreement describes the powers and duties of the Trustee with respect to Plan assets. The provisions of the Trust Agreement are hereby incorporated by reference into the Plan. In the event there is a conflict between the provisions of the Pre-Approved Plan and the Trust Agreement, the provisions of the Pre-Approved Plan shall control.

2.48. Trustee. "Trustee" means the Trustee named in the Adoption Agreement or any agent or successor to such Trustee, as may be authorized by the Trustee or the Provider.

2.49. Year of Service. "Year of Service" means a Computation Period during which an individual is credited with at least 1,000 Hours of Service.

Article 3. Participation

3.1. General Rule. Each Employee who has fulfilled the age and service requirements specified by the Employer in the Adoption Agreement shall become a Participant on the date specified by the Employer in the Adoption Agreement provided he is an Employee on such date. For purposes of this Article 3.1, an Employee who incurs a Break in Service before completing the required number of Years of Service shall not thereafter be credited with any Year of Service completed prior to the Break in Service. If a Participant is no longer an Employee (as defined in Article 2.20) and has become ineligible to participate but has not incurred a Break in Service, such individual shall participate immediately upon becoming an Employee again. If such a Participant incurs a Break in Service, eligibility shall be determined under the Break in Service rules of this Article 3.1. If an individual who is not an Employee (as defined in Article 2.20) becomes an Employee, such Employee shall participate immediately if he has satisfied the minimum age and service requirements and would have otherwise previously become a Participant.

3.2. Special Rule for Former Participants. A former Participant whose employment with the Employer terminates shall again become a Participant on the day on which he first performs an Hour of Service for the Employer after such termination.

Article 4. Contributions

4.1. Contributions by the Employer. Subject to the requirements and limitations contained in this Article 4 and in Article 12, for each Plan Year beginning with the Plan Year in which the Effective Date falls, the Employer shall contribute to the Trust the amount or amounts determined under this Article 4. Any amounts in excess of the deductibility limit under Code section 404 (if applicable) will be subject to an excise tax under Code section 4972. Amounts in excess of the limit under Code section 404 may only be returned to the Employer in accordance with Article 11.15.

4.2. Eligible Participant. An "Eligible Participant" is a Participant who (a) is an active Employee on the last day of the Plan Year, or (b) is credited with more than 500 Hours of Service during the Plan Year, or (c) left employment during the Plan Year on account of death, Disability, or attainment of age 59½ or older. Notwithstanding the preceding sentence, for purposes of Articles 4.8 and 4.9 an "Eligible Participant" is a Participant who is both (a) an active Employee on any day during the Plan Year and (b) is a Non-Highly Compensated Employee, and for purposes of Articles 12.5 and 12.8, an "Eligible Participant" is a Participant who is an active Employee on any day during the Plan Year. An Eligible Participant must have Compensation during the Plan Year to receive a contribution under this Article 4.

4.3. Contributions to Profit Sharing Plans. If the Adoption Agreement provides that the Plan is a profit sharing plan, the Employer may make a Nonelective Employer Contribution each Plan Year in a discretionary amount determined by the Employer. An Employer may make Nonelective Employer Contributions whether or not it has current or accumulated profits. If the Employer elects in the Adoption Agreement to permit Elective Contributions, Elective Contributions shall be permitted in accordance with Article 4.5. If the Employer elects in the Adoption Agreement to make Safe Harbor Nonelective Employer Contributions to the Plan, Safe Harbor Nonelective Employer Contributions shall be made as provided in Article 4.8. Additionally, if the Employer elects in the Adoption Agreement to make Safe Harbor Nonelective Employer Contributions to the Plan, Elective Contributions under Article 4.5 and Safe Harbor Nonelective Employer Contributions under Article 4.8 shall remain in effect for an entire 12-consecutive-month Plan Year, except as otherwise permitted by section 1.401(k)-3(e) of the Treasury Regulations (permitting maintenance of safe harbor 401(k) arrangements for periods of less than 12 consecutive months in the case of the initial Plan Year of the Plan, the addition of cash or deferred arrangements to certain existing Plans, change of Plan Year, and the final Plan Year of the Plan). If the Employer elects in the Adoption Agreement to permit Elective Contributions, but not to make Safe Harbor Nonelective Employer Contributions to the Plan, Qualified Nonelective Employer Contributions may be made as provided in Article 4.9.

4.4. Money Purchase Plans. If the Adoption Agreement provides that the Plan is a money purchase plan, the Money Purchase Employer Contribution for each Eligible Participant (as defined in Article 4.2) shall be made in accordance with the formula selected by the Employer in the Adoption Agreement.

4.5. Elective Contributions. If the Employer elects in the Adoption Agreement to permit Elective Contributions, each Participant who is an active Employee may elect to execute a salary reduction agreement with the Employer to reduce his Compensation by a specified percentage, equal to a whole number multiple of one percent, per payroll period. In lieu of specifying a percentage of Compensation reduction, such a Participant may elect to reduce his Compensation by a specified dollar amount per payroll period.

A Participant's salary reduction agreement shall become effective on the first day of the first payroll period for which the Plan Administrator can reasonably process the request, but not earlier than the later of (a) the effective date of the provisions permitting Elective Contributions or (b) the date the Employer adopts such provisions. The Employer shall make an Elective Contribution on behalf of the Participant corresponding to the amount of said reduction. Under no circumstances may a salary reduction agreement be adopted retroactively.

Notwithstanding any other provision of the Plan to the contrary, a Participant may on and after the Roth Effective Date irrevocably designate all or a portion of his Elective Contributions for a calendar year as Designated Roth Contributions. Elective Contributions not designated as Designated Roth Contributions will be treated as Pre-Tax Elective Contributions. Elective Contributions contributed to the Plan as Designated Roth Contributions or as Pre-Tax Elective Contributions may not later be reclassified to the other type under this Plan (in other words, Code section 402A(c)(4) does not apply). A Participant's Designated Roth Contributions will be deposited in the Participant's Designated Roth Contribution Account in the Plan. No contribution other than Designated Roth Contributions (and, to the extent provided in Treasury Regulations or applicable IRS guidance, Roth 401(k) rollover contributions) and properly attributable earnings will be credited to each Participant's Designated Roth Contribution Account, and gains, losses and other credits or charges will be allocated on a reasonable and consistent basis to such account. The Plan will maintain a record of the amount of Designated Roth Contributions in each Participant's Designated Roth Contribution account.

A Participant may elect to make Elective Contributions, or to change or discontinue the percentage or dollar amount by which his Compensation is reduced by notice to the Employer, in the form and manner prescribed by the Plan Administrator, provided that the Participant must have the effective opportunity to make, change or discontinue an election to make Pre-Tax Elective Contributions or, on and after the Roth Effective Date, Designated Roth Contributions at least once each Plan Year. A Participant may elect to change or discontinue the percentage or dollar amount by which his Compensation is reduced by notice to the Employer within a reasonable period, as specified by the Plan Administrator (but not less than 30 days), of receiving the notice described in Article 12.8.

In order for the Plan to comply with the requirements of Code sections 401(k), 402(g) and 415 or the Treasury Regulations promulgated thereunder (as described in Article 12), at any time during a Plan Year the Plan Administrator may reduce the rate of Elective Contributions to be made on behalf of any Participant, or class of Participants, for the remainder of the Plan Year, or the Plan Administrator may require that all Elective Contributions to be made on behalf of a Participant be discontinued for the remainder of that Plan Year. Upon the close of the Plan Year or such earlier date as the Plan Administrator may determine, any reduction or discontinuance in Elective Contributions shall automatically cease until the Plan Administrator again determines that such a reduction or discontinuance of Elective Contributions is required.

4.6. In-Plan Roth Rollover Contributions and In-Plan Roth Conversions. If elected by the Employer in Section A.2 of the Designated Roth Contributions Addendum to the Adoption Agreement, and effective on and after the date elected by the Employer in such Section A.2, a Participant or Beneficiary may elect to have any portions of his Account otherwise distributable under the Plan, which are not Designated Roth Contributions under the Plan and meet the definition of an Eligible Rollover Distribution found in Article 7.10(a)(1), be considered Designated Roth Contributions for purposes of the Plan. Any assets converted in such a way shall be separately accounted for and be maintained in such records as are necessary for the proper reporting thereof. Such assets shall also retain any distribution rights applicable to them prior to the conversion. Each such in-plan rollover shall be subject to its own 5-taxable year period of participation and subject to the requirements of Code Section 408A(d)(3)(F).

If elected by the Employer in Section A.3 of the Designated Roth Contributions Addendum to the Adoption Agreement, and effective for in-plan Roth conversions on and after the date elected by the Employer in such Section A.3, any Participant may elect to have any portions of his Account which are not Designated Roth Contributions under the Plan, be considered Designated Roth Contributions for purposes of the Plan. Any assets converted in such a way shall be separately accounted for, be maintained in such records as are necessary for the proper reporting thereof, and have any distribution constraints applicable to them prior to the conversion continue to apply to them.

4.7. Catch-Up Contributions. If the Employer elects in the Adoption Agreement to permit Elective Contributions, all Participants who are eligible to make Elective Contributions under the Plan and who are projected to attain age 50 (or a higher age) before the close of the taxable year shall be eligible to make Catch-Up Contributions in accordance with, and subject to the limitations of, Code section 414(v). Catch-Up Contributions are Elective Contributions made to the Plan that are in excess of an otherwise applicable plan limit and that are made by participants who are age 50 or over by the end of their taxable year. An otherwise applicable plan limit is a limit in the Plan that applies to Elective Contributions without regard to Catch-Up Contributions, such as the limits on annual additions, the dollar limitations on Elective Contributions under Code section 402(g) (not counting Catch-Up Contributions) and the limit imposed by the actual deferral percentage (ADP) test under Code section 401(k)(3). Catch-Up Contributions for a Participant for a taxable year may not exceed (1) the dollar limit on

Catch-Up Contributions under Code section 414(v)(2)(B)(i) for the taxable year or (2) when added to other Elective Contributions, the maximum amount allowed by law. The dollar limit on Catch-Up Contributions under Code section 414(v)(2)(B)(i) is $5,000 for taxable years beginning in 2006 and later years. After 2006, the $5,000 limit will be adjusted by the Secretary of the Treasury for cost-of-living increases under Code section 414(v)(2)(C). Any such adjustments will be in multiples of $500.

Catch-Up Contributions are not subject to the limits on annual additions, are not counted in the ADP test, and are not counted in determining the minimum allocation under Code section 416 (but Catch-Up Contributions made in prior years are counted in determining whether the Plan is top-heavy).

4.8. Safe Harbor Nonelective Employer Contributions. If the Employer elects in the Adoption Agreement to make Safe Harbor Nonelective Employer Contributions to the Plan, the Employer shall make a Safe Harbor Nonelective Employer Contribution for each Eligible Participant (as defined in Article 4.2) for the Plan Year in the amount of 3 percent of such Eligible Participant's Compensation for the Plan Year.

4.9. Qualified Nonelective Employer Contributions. If the Employer elects in the Adoption Agreement to permit Elective Contributions, but not to make Safe Harbor Nonelective Employer Contributions to the Plan, the Employer may, in its discretion, make a Qualified Nonelective Employer Contribution for the Plan Year in any amount necessary to satisfy or help to satisfy the ADP test described in Article 12.5, provided that the conditions of section 1.401(k)-2(a)(6) of the Treasury Regulations are satisfied. Any Qualified Nonelective Employer Contribution shall be allocated among the Accounts of Eligible Participants (as defined in Article 4.2) either:

(a) In the ratio that each such Eligible Participant's Compensation for the Plan Year bears to the total Compensation paid to all such Eligible Participants; or

(b) As a uniform flat dollar amount for each such Eligible Participant for the Plan Year.

Qualified Nonelective Employer Contributions shall be distributable only in accordance with the distribution provisions that are applicable to Elective Contributions.

4.10. Allocation of Nonelective Employer Contributions (Nonintegrated Plans). If the Plan is a profit sharing plan and the Plan is not integrated with Social Security, Nonelective Employer Contributions for any Plan Year shall be allocated as of the last day of the Plan Year among the Nonelective Employer Contribution Accounts of the Eligible Participants (as defined in Article 4.2) in the ratio that each Eligible Participant's Compensation for the Plan Year bears to the total Compensation of all Eligible Participants for that year.

4.11. Allocation of Nonelective Employer Contributions (Integrated Plans). If the Plan is a profit-sharing plan and the Plan is integrated with Social Security, Nonelective Employer Contributions shall be allocated as follows:

(a) Subject to the overall permitted disparity limits set forth in paragraph (e) below, Nonelective Employer Contributions for the Plan Year shall be allocated to Eligible Participants' Accounts in the following manner:

STEP 1: Nonelective Employer Contributions shall be allocated to each Eligible Participant's Account in the ratio that the sum of each Eligible Participant's total Compensation and Compensation in excess of the Integration Level bears to the sum of all Eligible Participants' total Compensation and Compensation in excess of the Integration Level, but not in excess of the Excess Contribution Percentage specified in the Adoption Agreement, which may not exceed the Profit Sharing Maximum Disparity Rate described in Section 5 of the Adoption Agreement. For purposes of this Step One, in the case of any Eligible Participant who has exceeded the Cumulative Permitted Disparity Limit described below, two times such Eligible Participant's total Compensation for the Plan Year will be taken into account.

STEP 2: Any remaining Nonelective Employer Contributions shall be allocated to each Eligible Participant's Account in the ratio that each Eligible Participant's total Compensation for the Plan Year bears to the total Compensation of all Eligible Participants for that year.

(b) The "Integration Level" shall be equal to the Taxable Wage Base or such lesser amount elected by the Employer in the Adoption Agreement. The "Taxable Wage Base" (TWB) is the contribution and benefit base in effect under section 230 of the Social Security Act as of the beginning of the Plan Year.

(c) "Compensation" means Compensation as defined in Article 2.13 of the Plan.

(d) "Excess Contribution Percentage" is the percentage of Compensation contributed for each Participant on such Participant's Compensation in excess of the Integration Level, as specified in the Adoption Agreement.

(e) Overall Permitted Disparity Limits.

(1) Annual Overall Permitted Disparity Limit: Notwithstanding the preceding paragraphs, for any Plan Year the Plan benefits any Participant who benefits under another qualified plan or simplified employee pension, as defined in Code section 408(k), maintained by the Employer that provides for permitted disparity (or imputes disparity), Employer profit sharing contributions shall be allocated to the Account of each Eligible Participant who either completes more than 500 Hours of Service during the Plan Year or who is employed on the last day of the Plan Year in the ratio that such Eligible Participant's total Compensation bears to the total Compensation of all Eligible Participants.

(2) Cumulative Permitted Disparity Limit: Effective for Plan Years beginning on or after January 1, 1995, the "Cumulative Permitted Disparity Limit" for a Participant is 35 total cumulative permitted disparity years. "Total cumulative permitted disparity years" means the number of years credited to the Participant for allocation or accrual purposes under the Plan, any other qualified plan or simplified employee pension plan (whether or not terminated) ever maintained by the Employer. For purposes of determining the Participant's Cumulative Permitted Disparity Limit, all years ending in the same calendar year are treated as the same year. If the Participant has not benefited under a defined benefit or target benefit plan for any year beginning on or after January 1, 1994, the Participant has no Cumulative Permitted Disparity Limit.

4.12. Allocation of Money Purchase Employer Contributions (Nonintegrated Plans). If the Plan is a money purchase plan and the Plan is not integrated with Social Security, the Money Purchase Employer Contribution for each Eligible Participant (as defined in Article 4.2) shall be an amount computed using the formula specified in the Adoption Agreement.

4.13. Allocation of Money Purchase Employer Contributions (Integrated Plans). If the Plan is a money purchase plan integrated with Social Security, Money Purchase Employer Contributions shall be allocated as follows:

(a) Subject to the overall permitted disparity limits set forth in paragraph (d) below, the Employer shall contribute an amount equal to the Base Contribution Percentage specified in the Adoption Agreement (but not less than 3 percent) of each Eligible Participant's Compensation (as defined in Article 2.12 of the Plan) for the Plan Year, up to the Integration Level, plus the Excess Contribution Percentage specified in the Adoption Agreement (not less than 3 percent and not to exceed the Base Contribution Percentage by more than the lesser of (1) the Base Contribution Percentage, or (2) the Money Purchase Maximum Disparity Rate described in Section 5 of the Adoption Agreement) of such Eligible Participant's Compensation in excess of the Integration Level.

However, in the case of any Eligible Participant who has exceeded the Cumulative Permitted Disparity Limit, the Employer shall contribute for each Eligible Participant who either completes more than 500 Hours of Service during the Plan Year or is employed on the last day of the Plan Year an amount equal to the Excess Contribution Percentage multiplied by the Eligible Participant's total Compensation for the Plan Year.

(b) The "Integration Level" shall be equal to the Taxable Wage Base or such lesser amount elected by the Employer in the Adoption Agreement. The "Taxable Wage Base" (TWB) is the contribution and benefit base in effect under section 230 of the Social Security Act at the beginning of the Plan Year.

(c) Overall Permitted Disparity Limits.

(1) Annual Overall Permitted Disparity Limit. Notwithstanding the preceding paragraph, for any Plan Year this Plan benefits any Eligible Participant who benefits under another qualified plan or simplified employee pension, as defined in Code section 408(k), maintained by

the Employer that provides for permitted disparity (or imputes disparity), the Employer shall contribute for each Eligible Participant who either completes more than 500 Hours of Service during the Plan Year or is employed on the last day of the Plan Year an amount equal to the Excess Contribution Percentage (as specified in the Adoption Agreement) multiplied by the Eligible Participant's total Compensation for the Plan Year.

(2) Cumulative Permitted Disparity Limit. Effective for Plan Years beginning on or after January 1, 1995, the "Cumulative Permitted Disparity Limit" for a Participant is 35 total cumulative permitted disparity years. "Total cumulative permitted disparity years" means the number of years credited to the Participant for allocation or accrual purposes under the Plan, any other qualified plan or simplified employee pension plan (whether or not terminated) ever maintained by the Employer. For purposes of determining the Participant's Cumulative Permitted Disparity Limit, all years ending in the same calendar year are treated as the same year. If the Participant has not benefited under a defined benefit or target benefit plan for any year beginning on or after January 1, 1994, the Participant has no Cumulative Permitted Disparity Limit.

4.14. Time and Manner of Contributions. Nonelective, Qualified Nonelective, Safe Harbor Nonelective, and Money Purchase Employer Contributions for a Plan Year shall be remitted to the Trustee not later than the due date (including extensions) prescribed by law for filing the Employer's federal income tax return for the taxable year in which the Plan Year ends, or within such other time frame as may be determined by applicable regulation or legislation. The Employer should remit Elective Contributions to the Trustee as of the earliest date on which such contributions can reasonably be segregated from the Employer's general assets. In the case of a plan with fewer than 100 Participants, if Elective Contributions are remitted not later than the 7th business day following the day on which such amounts would otherwise have been payable to the Participant in cash, the Elective Contribution is deemed to have been contributed as of such earliest date. In no event may Elective Contributions be remitted to the Trustee later than the 15th business day of the calendar month following the month in which such amount otherwise would have been paid to the Participant, or within such other time frame as may be determined by applicable regulation or legislation. Each contribution shall be accompanied by instructions (in a form and manner acceptable to the Trustee) specifying the names of the Participants who are entitled to participate in such contribution. Each contribution shall also be accompanied by investment instructions pursuant to Article 6.1.

The Trustee shall have no authority to inquire into the correctness of the amounts contributed and remitted to the Trustee or to determine whether any contribution is payable under this Article 4. The Plan Administrator shall be the named fiduciary responsible for ensuring that the Employer remits contributions to the Trust and have the duty and responsibility for the collection of such contributions when not timely made by the Employer, provided that the Plan Administrator or Employer may appoint another named fiduciary to handle such responsibility and notify the Trustee of such appointment in writing.

4.15. Contributions by Participants. Participants may not make contributions to the Plan (except Elective Contributions, as provided in Articles 4.5 and 4.7). If the Plan is adopted as an amendment of an existing plan that permitted employees to make nondeductible contributions for any Plan Year beginning after December 31, 1986, such contributions in any such Plan Year may not have exceeded the maximum allowed under the nondiscrimination test contained in Code section 401(m)(2). Any Plan that has accepted employee nondeductible contributions must maintain Employee Nondeductible Contribution Accounts so long as any amounts attributable to such contributions remain in the Trust. Subject to Article 8, a Participant may at any time withdraw amounts credited to his Employee Nondeductible Contribution Account by submitting to the Trustee, through the Plan Administrator, a written request specifying the amount to be withdrawn (which shall not be less than $100, unless the entire amount credited is less than $100, in which case the entire amount credited must be withdrawn). Payment of such withdrawals shall be made within 30 days of the Trustee's receipt of such a request. Except to the extent that such withdrawals are made, a Participant's Employee Nondeductible Contribution Account shall be distributable at the same time and in the same manner as his other Accounts.

Article 5. Participants' Account and Vesting

5.1. Individual Accounts. An Account shall be established and maintained for each Participant that shall reflect Employer and Employee contributions made on behalf of the Participant and earnings, expenses, gains and losses attributable thereto, and investments made with amounts in the Participant's Account. Any Elective Contributions made on behalf of a Participant and the earnings, expenses, gains and losses attributable thereto, shall be accounted for separately. Such other accounts shall be established and maintained as are reasonably required or appropriate.

5.2. Valuation of Accounts. Participant Accounts shall be valued at their fair market value at least annually as of each "Determination Date," as defined in Article 13.1(a), in accordance with a method consistently followed and uniformly applied, and on such date earnings, expenses, gains and losses on investments made with amounts in each Participant's Account shall be allocated to such Account.

5.3. Vesting. A Participant's interest in his Plan Accounts shall immediately become and at all times remain fully vested and nonforfeitable. No Accounts are subject to a vesting schedule.

Article 6. Investment of Contributions

6.1. Direction by Participant. Each Participant shall determine the manner in which contributions allocated to his Account are to be invested or reinvested by providing specific instructions in a form and manner acceptable to the Trustee. The Trustee has no duty to follow instructions that are inconsistent with the applicable requirements of the Code, ERISA or other applicable law or regulation. An investment medium must be consistent with the applicable requirements of the Code, ERISA or other applicable law or regulation and must be acceptable to the Trustee in order to be available under the Plan. If at any time there shall be credited to a Participant's Account an amount(s) for which no such instructions have been furnished, or for which the instructions furnished are, in the opinion of the Trustee, incomplete or unclear, or for which the instructions furnished would require investment in a medium not acceptable to the Trustee for use under the Plan, such amount(s) may be invested in shares of the default investment medium designated in the Participant's most recent investment instructions (which may be written, electronic, or telephonic) or, if the Participant has never provided instructions, as directed by the Employer in the Adoption Agreement or other form acceptable to the Trustee.

If any balance remains in the Account of a deceased Participant, the balance shall be transferred to an Account for the Beneficiary of the deceased Participant (as determined in accordance with Article 7.4), who shall direct the investment of the Account in accordance with this Article 6.1 as if the Beneficiary were a Participant.

The Trustee shall have no duty to question the directions of a Participant or a Beneficiary in the investment of his Account or to advise him regarding the purchase, retention or sale of assets credited to his Account, nor shall the Trustee be liable for any loss which may result from the Participant's or Beneficiary's exercise of control over his Account. The Trustee may designate one or more corporations as its agent or agents for the purpose of receiving investment instructions from Participants and Beneficiaries and for such other purposes as the Trustee may permit.

6.2. Investments. Subject to such reasonable and nondiscriminatory rules, limits and procedures as the Trustee, Plan Administrator, or Employer may establish from time to time to facilitate administration of the Plan, all contributions under the Plan shall be invested and reinvested in one or more of the following, as directed by the Participant (or, following the death of the Participant, the Beneficiary):

(a) Registered Investment Company Shares;

(b) marketable securities obtainable over the counter or on a recognized securities exchange which are eligible for registration on the book entry system maintained by the Depository Trust Company, if permitted by the Provider;

(c) deposits bearing a reasonable rate of interest and maintained by the Trustee or by any bank acceptable to the Trustee; or

(d) subject to the applicable requirements of the Code, ERISA, or other applicable law, any other investment medium permitted by the Trustee from time to time.

Any other provision hereof to the contrary notwithstanding, a Participant (or, following the death of the Participant, the Beneficiary) may not direct that

any part or all of an Account be invested in employer securities or that any part or all of an Account be invested in assets other than Registered Investment Company Shares unless the aggregate amount which the Participant (or, following the death of the Participant, the Beneficiary) proposes to invest in such assets is at least such minimum amount as the Trustee shall establish from time to time. The Trustee may (but need not) require any Account that is invested in assets other than Registered Investment Company Shares to maintain an investment of not more than $100 in the default investment medium designated by the Participant (or, following the death of the Participant, the Beneficiary) in his investment instructions (or, if the Participant has not so designated, as designated by the Employer in the Adoption Agreement), in order to provide a medium for investing available cash pending other instructions and for convenience in collecting fees and expenses from the Account. Commissions and other costs attributable to the acquisition of an investment shall be charged to the Account of the Participant (or, following the death of the Participant, the Beneficiary) for which such investment is acquired.

Article 7. Payment of Benefits

7.1. Distributable Events.

(a) The Participant's Account shall become payable to him or his Beneficiary pursuant to this Article 7 as follows:

(1) upon attainment of the Participant's Normal Retirement Age (whether or not employment has terminated);

(2) upon the death of the Participant;

(3) upon the Disability of the Participant; or

(4) upon the severance of the Participant's employment (whether before or after attainment of the Participant's Normal Retirement Age) prior to death or Disability.

(b) Distributions on account of any of the distributable events described above are subject to the restrictions in this Article 7. Payments from the Plan shall be subject to applicable withholding taxes under the Code.

(c) Limited in-service withdrawals may be available, as described in Article 4.15 or Article 7.14.

7.2. Commencement of Benefits. Upon a distributable event described in Article 7.1, a Participant shall file a claim for benefits with the Plan Administrator, specifying the manner of distribution in accordance with Article 7.5 and the date on which payment is to commence. A Participant may elect to postpone the commencement of benefits to any date which satisfies the requirements of this Article 7, Article 8, and Article 9; provided, however, that payment of benefits to a Participant must commence within 60 days after the end of the Plan Year in which the Participant reaches Normal Retirement Age, has his 10th anniversary of the year in which he commenced participation in the Plan, or terminates his employment with the Employer, whichever is later. For purposes of this Article 7.2, the failure of a Participant (and his Spouse, if spousal consent is required pursuant to Article 8) to consent to a distribution while a benefit is "immediately distributable" within the meaning of Article 7.6 shall be considered an election to postpone the commencement of payment. Notwithstanding any provision of the Plan to the contrary, to the extent that any optional form of benefit under the Plan permits a distribution prior to the Employee's attainment of Normal Retirement Age, death, Disability, or termination of employment, and prior to plan termination, the optional form of benefit is not available with respect to benefits attributable to assets (including the post-transfer earnings thereon) and liabilities that are transferred, within the meaning of Code section 414(l), to this Plan from a money purchase pension plan qualified under Code section 401(a) (other than any portion of those assets and liabilities attributable to employee nondeductible contributions). The Plan Administrator shall notify the Trustee if a Participant's Accounts contain any such assets.

7.3. Death Benefits. Subject to Article 8.4, the Beneficiary of a deceased Participant who had not received a complete distribution of benefits before his death shall be entitled to benefits under the Plan, in an amount equal to the vested balance of the deceased Participant's Accounts allocated to such Beneficiary at the time of payment, commencing within 60 days after the end of the Plan Year in which the Participant dies; provided, however, that:

(a) a Beneficiary shall file a claim for benefits with the Plan Administrator, specifying the manner of distribution in accordance with Article 7.5, and the date on which payment is to commence; and

(b) a Beneficiary may elect to postpone the commencement of benefits to any date which satisfies the requirements of this Article 7 and Article 9.

In the case of a Participant who dies after having begun to receive a distribution of benefits in installments under Article 7.5(b), distribution of installments shall continue after his death to his Beneficiary subject to Article 9.1(e). In the case of a Participant who dies after having received a distribution under Article 7.5(a) or (c), no death benefit shall be payable from the Plan.

7.4. Designation of Beneficiary. A Participant may designate a Beneficiary or Beneficiaries at any time, and any such designation may be changed or revoked at any time, by a designation executed by the Participant in a form and manner acceptable to, and filed with, the Trustee. The form most recently completed before the Participant's death and returned to and accepted by the Trustee shall supersede any earlier designation; provided, however, that such designation, change or revocation shall only be valid if it is received and accepted by the Trustee no later than 30 days after the Trustee receives notice of the Participant's death, and provided further, that such designation, change or revocation shall not be effective as to any assets distributed or transferred out of the Account (including a rollover to an IRA or a transfer to another plan or to an Account for a Beneficiary) prior to the Trustee's receipt and acceptance of such designation, change or revocation. Subject to this Article 7.4 and Article 11.3 below, the Trustee may distribute or transfer any portion of the Account immediately following the death of the Participant under the provisions of the designation then on file with the Trustee, and such distribution or transfer discharges the Trustee from any and all claims as to the portion of the Account so distributed or transferred. If a Participant has not designated any Beneficiary by filing a form with the Trustee or the Plan Administrator before his death, or if no Beneficiary so designated survives the Participant, his Beneficiary shall be his surviving spouse, or if there is no surviving spouse, his estate. A married Participant may designate a Beneficiary other than his Spouse only if his Spouse consents in writing to the designation, and the Spouse's consent acknowledges the effect of the consent and is witnessed by a notary public. The marriage of a Participant shall nullify any designation of a Beneficiary previously executed by the Participant. If it is established to the satisfaction of the Plan Administrator that the Participant has no Spouse or that the Spouse cannot be located, the requirement of spousal consent shall not apply. Any spousal consent obtained pursuant to this Article 7.4, and any decision of the Plan Administrator that the consent of a Spouse cannot be obtained, shall apply only with respect to the particular Spouse involved.

7.5. Manner of Distribution. Subject to the rules of Article 8 concerning joint and survivor annuities, benefits shall be distributed in one or more of the following forms, as designated in writing by the Participant or Beneficiary:

(a) a lump sum in cash or in kind;

(b) a series of substantially equal annual (or more frequent) installments, in cash or in kind;

(c) for distributions under a Plan adopted prior to January 1, 2003, the following distribution options:

(1) a fixed or variable annuity contract, other than a life annuity contract, purchased from an insurance company; and

(2) a life annuity contract (with or without a period certain or guaranteed-refund feature) purchased from an insurance company; and

(d) to the extent provided in Article 8, a straight life annuity, a Qualified Joint and Survivor Annuity, a Qualified Optional Survivor Annuity, or a Qualified Preretirement Survivor Annuity.

If the Plan has been adopted as an amendment of an existing plan, any other form of benefit available under that plan before its amendment shall be made available under the Plan, to the extent provided in Article 14.4. Subject to Article 8, the Account balance of a Participant or Beneficiary who fails to elect a manner of distribution shall be distributed, at the direction of the Plan Administrator, in cash in accordance with paragraph (a) of this Article 7.5.

7.6. Restriction on Immediate Distributions.

(a) General Rules. The following rules apply:

(1) The Participant and the Participant's Spouse (or where either the Participant or the Spouse has died, the survivor) must consent to any distribution of the Account balance if (i) payment in the form of a

QJSA (as defined in Article 8.1(d)) is required with respect to a Participant (because the Participant has a Spouse and the Plan is not a profit sharing plan described in Article 8.2(b)), (ii) either the value of a Participant's vested Account balance exceeds $5,000 or there are remaining payments to be made with respect to a particular distribution option that previously commenced, and (iii) the Account balance is immediately distributable.

(2) The Participant must consent to any distribution of his Account balance if (i) Article 7.6(a)(1) above does not apply to the Participant and (ii) the Account balance is immediately distributable.

The automatic cash-out provisions of Code sections 401(a)(31) and 411(a)(11) do not apply to the Plan.

(b) The consent of the Participant and the Participant's Spouse shall be obtained in writing within the 180-day period ending on the Annuity Starting Date. The Plan Administrator shall notify the Participant and the Participant's Spouse of the right to defer any distribution until the Participant's Account balance is no longer immediately distributable and, for Plan Years beginning after December 31, 2006, the consequences of failing to defer any distribution. Such notification shall include a general description of the material features, and an explanation of the relative values of, the optional forms of benefit available under the Plan in a manner that would satisfy the notice requirements of Code section 417(a)(3) and a description of the consequences of failing to defer a distribution, and shall be provided no fewer than 30 days and no more than 180 days prior to the Annuity Starting Date. However, distribution may commence fewer than 30 days after the notice described in the preceding sentence is given, provided the distribution is one to which Code sections 401(a)(11) and 417 do not apply, the Plan Administrator clearly informs the Participant that the Participant has a right to a period of at least 30 days after receiving the notice to consider the decision of whether or not to elect a distribution (and, if applicable, a particular distribution option), and the Participant, after receiving the notice, affirmatively elects a distribution.

(c) Notwithstanding the foregoing, only the Participant need consent to the commencement of a distribution in the form of a Qualified Joint and Survivor Annuity while the Account balance is immediately distributable. (Furthermore, if payment in the form of a Qualified Joint and Survivor Annuity is not required with respect to the Participant pursuant to Article 8, only the Participant need consent to the distribution of an Account balance that is immediately distributable). Neither the consent of the Participant nor the Participant's Spouse shall be required to the extent that a distribution is required to satisfy Code section 401(a)(9) or Code section 415. In addition, upon termination of the Plan, if the Plan does not offer an annuity option (under Article 7.5(c)) and if the Employer or any entity within the same controlled group as the Employer does not maintain another defined contribution Plan (other than an employee stock ownership plan as defined in Code section 4975(e)(7)), the Participant's Account balance will, without the Participant's consent, be distributed to the Participant. However, if any entity within the same controlled group as the Employer maintains another defined contribution plan (other than an employee stock ownership plan as defined in Code section 4975(e)(7), then the Participant's Account balance shall be transferred, without the Participant's consent, to the other plan if the Participant does not consent to an immediate distribution.

(d) An Account balance is immediately distributable if any part of the Account balance could be distributed to the Participant (or surviving Spouse) before the Participant attains (or would have attained if not deceased) age 62.

7.7. Special Rules for Annuity Contracts. The following rules shall apply to distributions made, in whole or in part, in the form of an annuity contract:

(a) Any annuity contract distributed under the Plan must be nontransferable.

(b) The terms of any annuity contract purchased and distributed by the Plan to a Participant or Spouse shall comply with the requirements of this Article 7, Article 8 and Article 9.

7.8. Distribution Procedure. The Trustee shall make or commence distributions to or for the benefit of Participants only on receipt of a direction (in a form acceptable to the Trustee) from the Plan Administrator that a distribution of a Participant's benefits is payable pursuant to the Plan, and specifying the manner and amount of payment.

7.9. Distribution under a QDRO.

(a) Distributions of all or any part of a Participant's Account pursuant to the provisions of a QDRO are specifically authorized.

(b) The Alternate Payee may receive a payment of a benefit under the Plan prior to the date on which the Participant is otherwise entitled to a distribution under the Plan if the QDRO specifically provides for such earlier payment. If the present value of the payment exceeds $5,000, the Alternate Payee must consent in writing to such distribution.

(c) The Alternate Payee may receive a payment of benefits under the Plan in any optional form of benefit permitted under Article 7.5 other than a joint and survivor annuity.

(d) Upon receipt of an order which appears to be a domestic relations order, the Plan Administrator shall promptly notify the Participant and each Alternate Payee of the receipt of the order and provide them with a copy of the procedures established by the Plan Administrator for determining whether the order is a QDRO. While the determination is being made, a separate accounting shall be made with respect to any amounts which would be payable under the order while the determination is being made. If the Plan Administrator determines that the order is a QDRO within 18 months after receipt, the Plan Administrator shall direct the Trustee to establish an Account for the Alternate Payee, who shall direct the investment of such Account in accordance with Article 6.1. The Plan Administrator shall further instruct the Trustee to begin making payments from the Alternate Payee's Account pursuant to the order when required or as soon as administratively practical or as the Alternate Payee otherwise directs in accordance with the order. If the Plan Administrator determines that the order is not a QDRO, or if no determination is made within 18 months after receipt of the QDRO, then the separately accounted for amounts shall be either restored to the Participant's Account or distributed to the Participant (if the Plan otherwise permits distribution), as if the order did not exist. If the order is subsequently determined to be a QDRO, such determination shall be applied prospectively to payments made after the determination.

7.10. Direct Rollover of Distributions.

(a) As used in this Article 7.10, the terms set forth below have the following meanings:

(1) Eligible Rollover Distribution. "Eligible Rollover Distribution" means any distribution of all or any portion of the balance to the credit of the Eligible Recipient, except that an Eligible Rollover Distribution does not include any distribution that is one of series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Eligible Recipient or the joint lives (or joint life expectancies) of the Eligible Recipient and the Eligible Recipient's designated beneficiary, or for a specified period of 10 years or more; or any distribution to the extent such distribution is required under Code section 401(a)(9) or is on account of a hardship.

(2) Eligible Plan. An "Eligible Plan" means (i) an eligible plan under Code section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan, (ii) an individual retirement account described in Code section 408(a), (iii) an individual retirement annuity described in Code section 408(b), (iv) effective for distributions made after December 18, 2015, a simple retirement account described in Code section 408(p), provided the rollover is made after the 2-year period described in Code section 72(t)(6), (v) a Roth individual retirement account described in Code section 408A(b), (vi) a qualified plan described in Code section 401(a), (vii) an annuity plan described in Code section 403(a), or (viii) an annuity contract described in Code section 403(b), that accepts the distributee's eligible rollover distribution. The definition of eligible plan shall also apply in the case of a distribution to a surviving Spouse, or to a Spouse or former Spouse who is the Alternate Payee under a qualified domestic relation order, as defined in Code section 414(p).

Notwithstanding the foregoing, the following special rules apply:

(i) An Eligible Plan with respect to a Participant's designated beneficiary other than the Participant's surviving Spouse, or former Spouse who is an Alternate Payee under a QDRO means an inherited individual retirement plan described in clause (i) or (ii)

of paragraph (8)(B) of Code section 402(c) established for the purpose of receiving such a rollover distribution.

(ii) The portion of any Eligible Rollover Distribution consisting of Employee Nondeductible Employee Contributions may be rolled over only to an individual retirement account or annuity described in Code section 408(a) or (b), to a qualified defined contribution plan described in Code section 401(a) or 403(a), or after December 31, 2006 to an annuity contract described in Code section 403(b) that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

(iii) The portion of any Eligible Rollover Distribution consisting of Designated Roth Contributions may be rolled over only to another designated Roth account established for the individual under an applicable retirement plan described in Code section 402A(e)(1) or to a Roth individual retirement account described in Code section 408A.

(3) Eligible Recipient. "Eligible Recipient" means a Participant, the surviving Spouse of a deceased Participant, an Alternate Payee under a QDRO who is either the Spouse or the former Spouse of a Participant, or a Participant's designated beneficiary (as defined in Code section 401(a)(9)(E)) other than the Participant's surviving Spouse.

(b) Notwithstanding any other provision of the Plan, an Eligible Recipient may elect, at the time and in the manner prescribed by the Plan Administrator, to have all or any portion of an Eligible Rollover Distribution paid to an Eligible Plan specified by the Eligible Recipient. Notwithstanding the foregoing, an Eligible Recipient may not elect a direct rollover with respect to an Eligible Rollover Distribution if the total value of such distribution is less than $200 or with respect to a portion of an Eligible Rollover Distribution if the value of such portion is less than $500. In determining whether the total value of an Eligible Recipient's Eligible Rollover Distributions for the year is less than $200, Eligible Rollover Distributions from a Participant's Designated Roth Contributions Account shall be considered separately from Eligible Rollover Distributions from the Participant's other accounts under the Plan. In applying the $500 minimum on partial rollovers, any Eligible Rollover Distribution from a Participant's Designated Roth Contributions Account shall be treated as a separate distribution from any Eligible Rollover Distribution from the Participant's other accounts under the Plan (rather than as a part of such distribution), even if the distributions are made at the same time.

(c) Except to the extent provided in Treasury Regulations or applicable IRS guidance with respect to Designated Roth Contributions (including amounts treated as Designated Roth Contributions pursuant to Article 4.5), an Eligible Distribution to an Eligible Recipient who does not make the election described in paragraph (b) above will be subject to 20 percent federal income tax withholding or such other rate as may be required by the Code and any applicable state income tax withholding.

7.11. Benefit Claims Procedure. If required under Section 2560.503-1(b)(2) of Regulations issued by the Department of Labor, the claims and review procedures are described in detail in the Summary Plan Description for the Plan.

7.12. Statute of Limitations. A Participant, Beneficiary or Alternate Payee (collectively referred to as "Claimant" in this Article 7.12) seeking judicial review of an adverse benefit determination under the Plan, whether in whole or in part, must file any suit or legal action (including, without limitation, a civil action under section 502(a) of ERISA) within 12 months of the date the final adverse benefit determination is issued. Notwithstanding the foregoing, any Claimant that fails to engage in or exhaust the benefit claims procedures must file any suit or legal action within 12 months of the date of the alleged facts or conduct giving rise to the claim (including, without limitation, the date the Claimant alleges he or she became entitled to the Plan benefits requested in the suit or legal action). The Claimant is required to exhaust all claims and review procedures under the Plan as described in the Summary Plan Description for the Plan before filing suit in state or federal court. A Claimant who fails to file such suit or legal action within the 12 months limitation period will lose any rights to bring any such suit or legal action thereafter.

7.13. Recovery of Overpayments. No Participant or Beneficiary shall have or acquire any right, title or interest in or to the Plan assets or any portion of the Plan assets, except by the actual payment or distribution from the Plan to such Participant or Beneficiary of such Participant's or Beneficiary's benefit to which he or she is entitled under the provisions of the Plan. Whenever the Plan pays a benefit in excess of the maximum amount of payment required under the provisions of the Plan, the Plan Administrator will have the right to recover any such excess payment, plus earnings at the Plan Administrator's discretion, on behalf of the Plan from the Participant and/or Beneficiary, as the case may be. Notwithstanding anything to the contrary herein stated, this right of recovery includes, but it not limited to, a right of offset against future benefit payments to be paid under the Plan to the Participant and/or Beneficiary, as the case may be, which the Plan Administrator may exercise in its sole discretion.

7.14. Availability of In-Service Withdrawals. A Participant shall not be permitted to make a withdrawal from his Plan Account prior to the time provided in Article 7.1, except as provided in this Article 7.14 or Article 4.15:

(a) Military Service – Deemed Severance Distributions. Effective for Plan Years beginning on or after January 1, 2009, a Participant performing service in the uniformed services as described in Code section 3401(h)(2)(A) shall be treated as having been severed from employment with the Employer for purposes of Code section 401(k)(2)(B)(i)(I) and shall, as long as that service in the uniformed services continues, have the option to request a distribution of all or any part of his or her Account restricted from distribution only due to Code section 401(k)(2)(B)(i)(I). Any distribution taken by a Participant pursuant to the previous sentence shall be considered an Eligible Rollover Distribution pursuant to Article 7.10 of the Plan and any Participant taking such a distribution shall be suspended from making Elective Contributions and employee contributions under the Plan and any other plan maintained by the Employer for a period of 6 months following the date of any such distribution.

(b) Qualified Reservist Distributions. Notwithstanding anything herein to the contrary, a Participant ordered or called to active duty for a period in excess of 179 days or for an indefinite period by reason of being a member of a reserve component (as defined in section 101 of title 37, United States Code), shall be eligible to elect to receive a Qualified Reservist Distribution. A "Qualified Reservist Distribution" means a distribution from the Participant's Account of amounts attributable to Elective Contributions, provided such distribution is made during the period beginning on the date of the order or call to active duty (but no earlier than September 11, 2001) and ending at the close of the active duty period.

(c) Qualified Disaster Distributions. Qualified Individuals (as defined in subsection (2) below) may designate all or a portion of a qualifying distribution as a Qualified Disaster Distribution (as defined in subsection (1) below).

(1) A "Qualified Disaster Distribution" means any distribution made on or after the QDD Effective Date (as defined in subsection (3) below) and before the QDD Distribution Date (as defined in subsection (4) below) to a Qualified Individual, to the extent that such distribution, when aggregated with all other Qualified Disaster Distributions to the Qualified Individual made under the Plan (and under any other plan maintained by the Employer or a Related Employer), does not exceed $100,000. A Qualified Disaster Distribution must be made in accordance with and pursuant to the distribution provisions of the Plan, except that:

(i) A Qualified Disaster Distribution of contributions other than Money Purchase Pension Contributions shall be deemed to be made after the occurrence of a distributable event under Code section 401(k)(2)(B)(i), such as termination of employment and

(ii) the requirements of Code sections 401(a)(31), 402(f) and 3405 and of Article 7.10 shall not apply.

(2) A "Qualified Individual" means any individual whose principal place of abode is within a federally declared disaster area on the date so indicated pursuant to the Code.

(3) The "QDD Effective Date" means the date upon which the Code section would be made applicable to the Qualified Individual in accordance with (2) above.

(4) The "QDD Distribution Date" means the date upon which the Qualified Individual is no longer able to take the distribution pursuant to the Code.

(5) An Eligible Employee who received a Qualified Disaster Distribution, as defined herein, may repay to the Plan the Qualified Disaster Distribution, provided the Qualified Disaster Distribution is eligible for tax-free rollover treatment. Any such re-contribution will be treated as having been made in a direct rollover to the Plan, provided it is made during the three-year period beginning on the day after the date on which the Qualified Disaster Distribution was received and does not exceed the amount of such distribution.

Article 8. Joint and Survivor Annuity Requirements

8.1. Definitions. The following definitions apply to this Article:

(a) Election Period. "Election Period" means the period beginning on the first day of the Plan Year in which a Participant attains age 35 and ending on the date of the Participant's death. If a Participant separates from service before the first day of the Plan Year in which he reaches age 35, the Election Period with respect to his Account balance as of the date of separation shall begin on the date of separation.

(b) Earliest Retirement Age. "Earliest Retirement Age" means the earliest date on which the Participant could elect to receive retirement benefits under the Plan.

(c) Qualified Election. "Qualified Election" means a waiver of a QJSA or a QPSA. Any such waiver shall not be effective unless: (1) the Participant's Spouse consents in writing to the waiver; (2) the waiver designates a specific Beneficiary, including any class of Beneficiaries or any contingent Beneficiaries, which may not be changed without spousal consent (unless the Spouse's consent expressly permits designations by the Participant without any further spousal consent); (3) the Spouse's consent acknowledges the effect of the waiver; and (4) the Spouse's consent is witnessed by a notary public. Additionally, a Participant's waiver of the QJSA shall not be effective unless the waiver designates a form of benefit payment which may not be changed without spousal consent (unless the Spouse's consent expressly permits designations by the Participant without any further spousal consent). If it is established to the satisfaction of the Plan Administrator that there is no Spouse or that the Spouse cannot be located, a waiver will be deemed a Qualified Election. Any consent by a Spouse obtained under these provisions (and any establishment that the consent of a Spouse may not be obtained) shall be effective only with respect to the particular Spouse involved. A consent that permits designations by the Participant without any requirement of further consent by the Spouse must acknowledge that the Spouse has the right to limit the consent to a specific Beneficiary and a specific form of benefit where applicable, and that the Spouse voluntarily elects to relinquish either or both of those rights. A revocation of a prior waiver may be made by a Participant without the consent of the Spouse at any time before the commencement of benefits. The number of revocations shall not be limited. No consent obtained under this provision shall be valid unless the Participant has received notice as provided in Article 8.5.

(d) Qualified Joint and Survivor Annuity (QJSA). A "QJSA" means an immediate annuity for the life of a Participant, with a survivor annuity for the life of the Spouse which is not less than 50 percent and not more than 100 percent of the amount of the annuity which is payable during the joint lives of the Participant and the Spouse, and which is the amount of benefit that can be purchased with the Participant's entire Account Balance. The percentage of the survivor annuity under the Plan shall be 50 percent.

(e) Qualified Optional Survivor Annuity (QOSA). A "QOSA" means an immediate annuity for the life of a Participant, with a survivor annuity for the life of the Spouse which is equal to 75 percent of the amount of the annuity which is payable during the joint lives of the Participant and the Spouse, and which is the amount of benefit that can be purchased with the Participant's vested Account Balance.

(f) Qualified Preretirement Survivor Annuity (QPSA). A "QPSA" is an annuity purchased for the life of a Participant's surviving Spouse, in accordance with Article 8.4.

8.2. Applicability.

(a) Generally. The provisions of Articles 8.3 through 8.6 set forth the joint and survivor annuity requirements of Code sections 401(a)(11) and 417.

(b) Exception for Certain Profit Sharing Plans. The provisions of Articles 8.3 through 8.6 shall not apply to a Participant in a profit sharing plan if: (1) the Participant does not or cannot elect payment of benefits in the form of a life annuity, and (2) on the death of the Participant, his vested Account Balance will be paid to his surviving Spouse (unless there is no surviving Spouse, or the surviving Spouse has consented to the designation of another Beneficiary in a manner conforming to a Qualified Election) and the surviving Spouse may elect to have distribution of the vested Account Balance (adjusted for gains or losses occurring after the Participant's death) commence within the 90-day period following the date of the Participant's death. (The provisions of Article 7.4 meet the requirements of clause (2) of the preceding sentence.) The Participant may waive the spousal death benefit described in this paragraph (b) at any time, provided that no such waiver shall be effective unless it satisfies the conditions applicable under Article 8.1(c) to a Participant's waiver of a QPSA. The exception in this paragraph (b) shall not be operative with respect to a Participant in a profit sharing plan if the Plan:

(1) is a direct or indirect transferee of a defined benefit plan, money purchase pension plan, target benefit plan, stock bonus plan, or profit sharing plan which is subject to the survivor annuity requirements of Code sections 401(a)(11) and 417; or

(2) is adopted as an amendment of a plan subject to the survivor annuity requirements of Code sections 401(a)(11) and 417.

(c) Exception for Certain Amounts. The provisions of Articles 8.3 through 8.6 shall not apply to any distribution made on or after the first day of the first Plan Year beginning after December 31, 1988, from or under a separate account attributable solely to accumulated deductible employee contributions as defined in Code section 72(o)(5)(B), and maintained on behalf of a Participant in a money purchase pension plan or a target benefit plan, provided that the exceptions applicable to certain profit sharing plans under paragraph (b) are applicable with respect to the separate account (for this purpose, "vested Account Balance" means the Participant's separate Account balance attributable solely to accumulated deductible employee contributions within the meaning of Code section 72(o)(5)(B)).

8.3. Qualified Joint and Survivor Annuity. Unless an optional form of benefit is selected pursuant to a Qualified Election within the 180-day period ending on the Annuity Starting Date, a married Participant's vested Account Balance shall be paid in the form of a QJSA and an unmarried Participant's vested Account Balance shall be paid in the form of a straight life annuity. In the case of a married Participant, a "straight life annuity" is an optional form of benefit. In either case, the Participant may elect to have such annuity distributed upon his attainment of the Earliest Retirement Age under the Plan. A "straight life annuity" is an annuity payable in equal installments for the life of the Participant that terminates upon the Participant's death.

8.4. Qualified Preretirement Survivor Annuity. Unless an optional form of benefit has been selected within the Election Period pursuant to a Qualified Election, the vested Account Balance of a Participant who dies before the Annuity Starting Date shall be applied toward the purchase of an annuity for the life of his surviving Spouse (a QPSA). The surviving Spouse may elect to have such annuity distributed within the 90-day period after the Participant's death. For purposes of this Article 8, the term "Spouse" means the current Spouse or surviving Spouse of a Participant, except that a former Spouse will be treated as the Spouse or surviving Spouse (and a current Spouse will not be treated as the Spouse or surviving Spouse) to the extent provided under a QDRO.

8.5. Notice Requirements. In the case of a QJSA, no less than 30 days and no more than 180 days before a Participant's Annuity Starting Date, the Plan Administrator shall provide a written explanation of (a) the terms and conditions of a QJSA and QOSA, (b) the Participant's right to make, and the effect of, an election to waive the QJSA form of benefit, (c) the rights of the Participant's Spouse, and (d) the right to make, and the effect of, a revocation of a previous election to waive the QJSA. The written explanation shall comply with the requirements of section 1.417(a)(3)-1 of the Treasury Regulations. The Annuity Starting Date for a distribution in a form other than a QJSA may be less than 30 days after receipt of the written explanation

described in the preceding paragraph provided: (1) the Participant has been provided with information that clearly indicates that the Participant has at least 30 days to consider whether to waive the QJSA and elect (with spousal consent) a form of distribution other than a QJSA; (2) the Participant is permitted to revoke any affirmative distribution election at least until the Annuity Starting Date or if later, at any time prior to the expiration of the 7-day period that begins the day after the explanation of the QJSA is provided to the Participant; and (3) the Annuity Starting Date is a date after the date that the written explanation was provided to the Participant. In addition, for distributions on or after December 31, 1996, the Annuity Starting Date may be a date prior to the date the written explanation is provided to the Participant if the distribution does not commence until at least 30 days after such written explanation is provided, subject to the waiver of the 30-day period described above.

In the case of a QPSA, the Plan Administrator shall provide each Participant, within the applicable period for such Participant, a written explanation of the QPSA, in terms and manner comparable to the requirements applicable to the explanation of a QJSA as described in the preceding paragraph. The applicable period for a Participant is whichever of the following periods ends last: (i) the period beginning with the first day of the Plan Year in which the Participant attains age 32 and ending with the close of the Plan Year preceding the Plan Year in which the Participant attains age 35; (ii) a reasonable period ending after an individual becomes a Participant; and (iii) a reasonable period ending after this Article 8 first applies to the Participant. Notwithstanding the foregoing, in the case of a Participant who separates from service before attaining age 35, notice must be provided within a reasonable period ending after his separation from service.

For purposes of applying the preceding paragraph, a reasonable period ending after the enumerated events described in (i), (ii) and (iii) is the end of the 2-year period beginning 1 year before the date the applicable event occurs, and ending one year after that date. In the case of a Participant who separates from service before the Plan Year in which he reaches age 35, notice shall be provided within the 2-year period beginning one year before the separation and ending one year after the separation. If such a Participant thereafter returns to employment with the Employer, the applicable period for the Participant shall be redetermined.

A Participant who will not attain age 35 as of the end of a Plan Year may make a special Qualified Election to waive the QPSA for the period beginning on the date of such election and ending on the first day of the Plan Year in which the Participant will attain age 35. Such election shall not be valid unless the Participant receives a written explanation of the QPSA in such terms as are comparable to the explanation required under this Article 8.5. QPSA coverage shall be automatically reinstated as of the first day of the Plan Year in which the Participant attains age 35. Any new waiver on or after such date shall be subject to the full requirements of this Article.

8.6. Qualified Optional Survivor Annuity. If a married Participant waives the QJSA in accordance with the requirements of this Article 8, the Participant may elect the QOSA. This Article 8.6 is effective for Plan Years beginning on or after January 1, 2008. However, if the Plan is maintained pursuant to one or more collective bargaining agreements between employee representative and one or more employers ratified on or before August 17, 2006, then this Article 8.6 is effective for Plan Years beginning on or after the earlier of (a) January 1, 2009 or (b) the later of January 1, 2008 or the date on which the last such collective bargaining agreement terminates (determined without regard to any extension thereof after August 17, 2006).

Article 9. Minimum Distribution Requirements

9.1. Required Minimum Distributions.

(a) General Rules.

(1) Subject to Article 8, Joint and Survivor Annuity Requirements, the requirements of this Article shall apply to any distribution of a Participant's interest and will take precedence over any inconsistent provisions of this Plan. Unless otherwise specified, the provisions of this Article apply to calendar years beginning after December 31, 2002.

(2) All distributions required under this Article shall be determined and made in accordance with the regulations under Code section 401(a)(9) and the minimum distribution incidental benefit requirement of Code section 401(a)(9)(G).

(3) Limits on Distribution Periods. As of the first distribution calendar year, distributions to a Participant, if not made in a single-sum, may only be made over one of the following periods:

(i) the life of the Participant,

(ii) the joint lives of the Participant and a designated Beneficiary,

(iii) a period certain not extending beyond the life expectancy of the Participant, or

(iv) a period certain not extending beyond the joint life and last survivor expectancy of the Participant and a designated Beneficiary.

(b) TEFRA Article 242(b)(2) Elections. Notwithstanding the other provisions of this Section 9.1, distributions may be made under a designation made before January 1, 1984, in accordance with section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act (TEFRA) and Article 14.3.

(c) Time and Manner of Distribution.

(1) Required Beginning Date. The Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's Required Beginning Date.

(2) Death of Participant Before Distributions Begin. If the Participant dies before the distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:

(i) If the Participant's surviving Spouse is the Participant's sole designated Beneficiary, then, except as otherwise elected under Article 9.1(g), distributions to the surviving Spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 70½, if later.

(ii) If the Participant's surviving Spouse is not the Participant's sole designated Beneficiary, then, except as otherwise elected under Article 9.1(g), distributions to the designated Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.

(iii) If there is no designated Beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(iv) If the Participant's surviving Spouse is the Participant's sole designated Beneficiary and the surviving Spouse dies after the Participant but before distributions to the surviving Spouse begin, this Article 9.1(c)(2), other than Article 9.1(c)(2)(i), will apply as if the surviving Spouse were the Participant.

For purposes of this Article 9.1(c)(2) and Article 9.1(e), unless Article 9.1(c)(2)(iv) applies, distributions are considered to begin on the Participant's Required Beginning Date. If Article 9.1(c)(2)(iv) applies, distributions are considered to begin on the date distributions are required to begin to the surviving Spouse under Article 9.1(c)(2)(i). If distributions under an annuity purchased from an insurance company irrevocably commence to the Participant before the Participant's Required Beginning Date (or to the Participant's surviving Spouse before the date distributions required to begin to the surviving Spouse under Article 9.1(c)(2)(i)), the date distributions are considered to begin is the date distributions actually commence.

(3) Forms of Distribution. Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the Required Beginning Date, as of the first distribution calendar year distributions will be made in accordance with Article 9.1(d) and (e). If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Code section 401(a)(9) and the Treasury Regulations.

(d) Required Minimum Distributions during Participant's Lifetime.

(1) Amount of Required Minimum Distribution for Each Distribution Calendar Year. During the Participant's lifetime, the minimum amount that will be distributed for each distribution calendar year is the lesser of:

(i) the quotient obtained by dividing the Participant's Account balance by the distribution period in the Uniform Lifetime Table set forth in section 1.401(a)(9)-9, Q&A-2 of the Treasury Regulations, using the Participant's age as of the Participant's birthday in the distribution calendar year; or

(ii) if the Participant's sole designated Beneficiary for the distribution calendar year is the Participant's Spouse, the quotient obtained by dividing the Participant's Account balance by the number in the Joint and Last Survivor Table set forth in section 1.401(a)(9)-9, Q&A-3 of the Treasury Regulations, using the Participant's and Spouse's attained ages as of the Participant's and Spouse's birthdays in the distribution calendar year.

(2) Lifetime Required Minimum Distributions Continue through Year of Participant's Death. Required minimum distributions will be determined under this Article 9.1(d) beginning with the first distribution calendar year and up to and including the distribution calendar year that includes the Participant's date of death.

(e) Required Minimum Distributions after Participant's Death.

(1) Death On or After Date Distributions Begin.

(i) Participant Survived by Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is a designated Beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account balance by the longer of the remaining life expectancy of the Participant or the remaining life expectancy of the Participant's designated Beneficiary, determined as follows:

(A) The Participant's remaining life expectancy is calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

(B) If the Participant's surviving Spouse is the Participant's sole designated Beneficiary, the remaining life expectancy of the surviving Spouse is calculated for each distribution calendar year after the year of the Participant's death using the surviving Spouse's age as of the Spouse's birthday in that year. For distribution calendar years after the year of the surviving Spouse's death, the remaining life expectancy of the surviving Spouse is calculated using the age of the surviving Spouse as of the Spouse's birthday in the calendar year of the Spouse's death, reduced by one for each subsequent calendar year.

(C) If the Participant's surviving Spouse is not the Participant's sole designated Beneficiary, the designated Beneficiary's remaining life expectancy is calculated using the age of the Beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year.

(ii) No Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is no designated Beneficiary as of September 30 of the year after the year of the Participant's death, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account balance by the Participant's remaining life expectancy calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

(2) Death before Date Distributions Begin.

(i) Participant Survived by Designated Beneficiary. Except as otherwise elected under Article 9.1(g), if the Participant dies before the date distributions begin and there is a designated Beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account balance by the remaining life expectancy of the Participant's designated Beneficiary, determined as provided in Article 9.1(e)(1).

(ii) No Designated Beneficiary. If the Participant dies before the date distributions begin and there is no designated Beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(iii) Death of Surviving Spouse Before Distributions to Surviving Spouse Are Required to Begin. If the Participant dies before the date distributions begin, the Participant's surviving Spouse is the Participant's sole designated Beneficiary, and the surviving Spouse dies before distributions are required to begin to the surviving Spouse under Article 9.1(c)(2)(i), this Article 9.1(e)(2) will apply as if the surviving Spouse were the Participant.

(f) Definitions.

(1) Designated Beneficiary. The individual who is designated as the Beneficiary under Article 7.4 of the Plan and is the designated Beneficiary under Code section 401(a)(9) and section 1.401(a)(9)-4, of the Treasury Regulations.

(2) Distribution calendar year. A calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the Participant's Required Beginning Date. For distributions beginning after the Participant's death, the first distribution calendar year is the calendar year in which distributions are required to begin under Article 9.1(c)(2). The required minimum distribution for the Participant's first distribution calendar year will be made on or before the Participant's Required Beginning Date. The required minimum distribution for other distribution calendar years, including the required minimum distribution for the distribution calendar year in which the Participant's Required Beginning Date occurs, will be made on or before December 31 of the distribution calendar year.

(3) Life expectancy. Life expectancy as computed by use of the Single Life Table in section 1.401(a)(9)-9, Q&A-1 of the Treasury Regulations.

(4) Participant's Account balance. The Account balance as of the last valuation date in the calendar year immediately preceding the distribution calendar year (valuation calendar year) increased by the amount of any contributions made and allocated or forfeitures allocated to the Account balance as of dates in the valuation calendar year after the valuation date and decreased by distributions made in the valuation calendar year after the valuation date. The Account balance for the valuation calendar year includes any amounts rolled over or transferred to the Plan either in the valuation calendar year or in the distribution calendar year if distributed or transferred in the valuation calendar year.

(5) Required Beginning Date. The later of the April 1 of the calendar year following the calendar year in which the Participant attains age 70½ or retires, except that distributions to a 5-percent owner must commence by the April 1 of the calendar year following the calendar year in which such Participant attains age 70½.

(6) 5% Owner. A Participant who is a 5-percent owner as defined in Code section 416(i) (determined in accordance with Code section 416 but without regard to whether the Plan is top heavy) at any time during the Plan Year ending with or within the calendar year in which he attains age 70½, or any subsequent Plan Year. Once distributions have begun to a 5-percent owner under this Article 9, they must continue, even if the Participant ceases to be a 5-percent owner in a subsequent year.

(g) Participants or Beneficiaries May Elect 5-Year Rule. Participants or Beneficiaries may elect on an individual basis whether the 5-year rule or the life expectancy rule in Articles 9.1(c)(2) and 9.1(e)(2) applies to distributions after the death of a Participant who has a designated Beneficiary. The election must be made no later than the earlier of September 30 of the calendar year in which distribution would be required to begin under Article 9.1(c)(2), or by September 30 of the calendar year which contains the fifth anniversary of the Participant's (or, if applicable, the surviving Spouse's) death. If neither the Participant nor the Beneficiary makes an election under this paragraph (g), distributions will be made in accordance with Article 9.1(c)(2) or 9.1(e)(2).

Article 10. Amendment and Termination

10.1. Provider's Right to Amend. The Provider may amend any part of the Pre-Approved Plan by delivering written notice of such amendment to the Employer; provided, however, that:

(a) the Provider shall have no power to amend or terminate the Pre-Approved Plan in such manner as would cause or permit any part of the assets in the Trust to be diverted to purposes other than for the exclusive benefit of Participants and Beneficiaries as described in Article 11.15, or as would cause or permit any portion of such assets to revert to or become the property of the Employer in violation of such Section;

(b) the Provider shall not have the right to amend the Pre-Approved Plan in a manner that violates Article 10.3;

(c) the Provider shall have no power to amend the Pre-Approved Plan in such a manner as would increase the duties or liabilities of the Trustee unless the Trustee consents thereto in writing; and

(d) for purposes of reliance on an opinion letter, the Provider will no longer have the authority to amend the Pre-Approved Plan on behalf of the Employer as of the date (i) the Employer amends the Plan to incorporate a type of plan described in section 6.03 of Rev. Proc. 2017-41 that is not permitted under the pre-approved plan program, (ii) the Internal Revenue Service determines, in accordance with section 8.06(3) of Rev. Proc, 2017-41, that the Plan is an individually designed plan due to the nature and extent of Employer amendments to the Plan, or (iii) the Employer chooses to discontinue participation in the Pre-Approved Plan, including an election described in Article 10.6.

10.2. Employer's Right to Amend. The Employer may at any time and from time to time modify or amend the Plan in whole or in part (including retroactive amendments); provided, however, that any such amendment (other than an amendment described in paragraphs (a), (b), (c) or (d) below) shall constitute substitution by the Employer of an individually designed plan for the Pre-Approved Plan, including an amendment because of a waiver of the minimum funding requirement under Code section 412(d). In the event of such an amendment, the Trustee shall resign. The following amendments shall not cause the Plan to be an individually designed plan:

(a) a change of the Employer's prior choice of an optional provision indicated on the Adoption Agreement;

(b) the addition or modification of provisions stated in the Adoption Agreement to allow the Plan to satisfy Code section 415, or to avoid duplication of minimum benefits under Code section 416 because of the required aggregation of multiple plans;

(c) the addition of certain sample or model amendments published by the Internal Revenue Service or other required good faith amendments which specifically provide that their adoption will not cause a plan to be treated as individually designed;

(d) add or change provisions permitted under the Plan and/or specify or change the effective date of a provision as permitted under the Plan provisions;

(e) the adoption of interim amendments or discretionary amendments that are related to a change in qualification requirements; or

(f) the adoption of an amendment reflecting a change in the Provider's name;

(g) add or change administrative provisions in the Plan (such as provisions relating to investments, Plan claims procedures, and employer contact information), provided the additions or changes are not in conflict with any other provision of the Plan and do not cause the Plan to fail to qualify under Code section 401.

An election made by the Employer within the terms of the Pre-Approved Plan shall be deemed to continue after amendment of the Pre-Approved Plan by the Provider and until the Employer expressly further amends the election by execution of a written document.

10.3. Certain Amendments Prohibited. No amendment to the Plan shall be effective to the extent that it has the effect of reducing a Participant's accrued benefit. An amendment shall be treated as reducing a Participant's accrued benefit if it has the effect of reducing his Account balance (except that a Participant's Account balance may be reduced to the extent permitted by Code section 412(d)(2)) with respect to amounts attributable to contributions made before the adoption of the amendment. Furthermore, if the vesting schedule of the Plan is amended, in the case of an Employee who is a Participant as of the later of the date such amendment is adopted or the date it becomes effective, the vested percentage (determined as of such date) of such Participant's Employer-derived Account balance shall not be less than the percentage computed under the Plan without regard to such amendment. No amendment to the Plan shall be effective to eliminate or restrict an optional form of benefit. The preceding sentence shall not apply to an amendment that eliminates or restricts the ability of a Participant to receive payment of his Account balance under a particular optional form of benefit if, following the amendment, the Plan provides a single-sum distribution form that is otherwise identical to the optional form of benefit eliminated or restricted. For purposes of this Article 10.3, a single-sum distribution form is otherwise identical only if it is identical in all respects to the eliminated or restricted optional form of benefit (or would be identical except that it provides greater rights to the Participant) except with respect to the timing of payments after commencement.

10.4. Amendment of Vesting Schedule. If the Plan's vesting schedule is amended, or the Plan is amended in any way that directly or indirectly affects the computation of a Participant's vested percentage, each Participant with at least 3 Years of Service with the Employer may elect, within a reasonable period (as determined by the Plan Administrator) after the adoption of the amendment or change, to have the vested percentage computed under the Plan without regard to such amendment or change.

The period during which the election may be made shall commence with the date the amendment is adopted or deemed to be made and shall end on the latest of:

(a) 60 days after the amendment is adopted;

(b) 60 days after the amendment becomes effective; or

(c) 60 days after the Participant is issued written notice of the amendment by the Employer or Plan Administrator.

10.5. Maintenance of Benefit upon Plan Merger. If there is a merger or consolidation with, or transfer of assets or liabilities to any other plan, each Participant shall receive a benefit immediately after such merger, consolidation, or transfer (as if the Plan were then terminated) which is at least equal to the benefit to which the Participant was entitled immediately before such merger, consolidation, or transfer (as if the Plan had been terminated).

10.6. Termination of the Plan and Trust. The Employer may terminate the Plan, or the Plan and the Trust, at any time by delivering to the Trustee a written notice signed by or on behalf of the Employer and specifying the date or dates as of which the Plan and Trust shall terminate. If the Employer no longer exists as a legal entity, if the Employer is a natural person and is deceased, or if so ordered by a court of competent jurisdiction, the Trustee, in its discretion, may terminate the Plan or permit another person or entity to terminate the Plan. The Trustee and any such person or entity shall each have the power to complete all filings, forms, or other procedures permitted or required by law in connection with such plan termination, but the Trustee shall not be liable for any actions or inactions of the Employer or any such person or entity with respect to the Plan's operation.

10.7. Procedure upon Termination of Trust. As soon as administratively feasible after the stated date that the Plan terminates pursuant to Article 10.6, the Trustee shall, after paying all expenses of the Trust, allocating any unallocated assets of the Trust, and adjusting all Accounts to reflect such expenses and allocations, distribute to Participants, former Participants and Beneficiaries the assets credited to their Accounts in accordance with the instructions of the Plan Administrator or the Employer; provided, however, that the Trustee shall not be required to make any such distribution until it has received notice of any determination by the Internal Revenue Service which the Trustee may reasonably require. Each such distribution shall be made promptly in accordance with Article 7. Upon completion of such distribution the Trustee shall be relieved from all further liability with respect to all amounts so paid.

If distribution is to be made to a Participant or Beneficiary who cannot be located, following the Administrator's completion of such search methods as described in applicable Department of Labor guidance, the Administrator shall give instructions to the Trustee to roll over the distribution to an individual retirement account established by the Administrator in the name of the missing Participant or Beneficiary, which account shall satisfy the requirements of the Department of Labor automatic rollover safe harbor generally applicable to amounts less than or equal to the maximum cashout amount specified in Code Section 401(a)(31)(B)(ii) ($5,000 as of January 1, 2018) that are mandatorily distributed from the Plan. In the alternative, the Employer may direct the Trustee, subject to applicable guidance, to transfer

the Account of any such missing Participant or Beneficiary, regardless of the amount of any such Account to the Pension Benefit Guarantee Corporation. In the absence of such instructions, the Trustee shall make no distribution to the distributee.

Article 11. Miscellaneous

11.1. Status of Participants. Neither the establishment of the Plan and the Trust or any modification thereof, nor the creation of any fund or account, nor the payment of any benefits, shall be construed as giving to any Participant or other person any legal or equitable right against the Employer or the Trustee, and in no event shall the terms of employment of any Employee or Participant be modified or in any way be affected hereby.

11.2. Administration of the Plan.

(a) Responsibilities of the Employer. The Employer shall have the following responsibilities with respect to administration of the Plan:

(1) The Employer shall appoint a Plan Administrator to administer the Plan. In absence of such an appointment, the Employer shall serve as Plan Administrator. The Employer may remove and reappoint a Plan Administrator from time to time.

(2) The Employer shall, formally or informally, review the performance from time to time of persons appointed by it or to which duties have been delegated by it, such as the Trustee and Plan Administrator (if the Employer is not the Plan Administrator).

(3) If the Employer is not the Plan Administrator, the Employer shall supply the Plan Administrator in a timely manner with all information necessary for it to fulfill its responsibilities under the Plan. The Plan Administrator may rely upon such information and shall have no duty to verify it.

(b) Rights and Responsibilities of Plan Administrator. The Plan Administrator shall administer the Plan according to the Plan's terms for the exclusive benefit of Participants, former Participants, and their Beneficiaries.

(1) The Plan Administrator's responsibilities shall include but not be limited to the following:

(i) Determining all questions relating to the eligibility of Employees to participate or remain Participants hereunder, based on the information provided by the Employer.

(ii) Computing, certifying and directing the Trustee with respect to the amount and form of benefits to which a Participant may be entitled hereunder.

(iii) Authorizing and directing the Trustee with respect to disbursements from the Trust.

(iv) Maintaining all necessary records for administration of the Plan.

(v) Interpreting the provisions of the Plan and preparing and publishing rules and operational procedures for the Plan that are not inconsistent with its terms and provisions.

(vi) Complying with any applicable requirements of the Code and ERISA, including, but not limited to, reporting, disclosure and notice requirements such as annual reports (under ERISA section 101(b)), summary annual reports (under ERISA section 104(b)), summary plan descriptions (under ERISA section 101(a)), summaries of material modifications (under ERISA section 101(a)), special tax notices (under Code section 402(f)), notices regarding consent for distributions (under Code section 411(a)(11)), written explanations of QJSAs, QOSAs and QPSAs (under Code section 417(a)), and the Code section 401(k) safe harbor notice described in Article 12.8.

(2) In order to fulfill its responsibilities, the Plan Administrator shall have all powers necessary or appropriate to accomplish its duties under the Plan, including the discretionary power to determine all questions arising in connection with the administration, interpretation and application of the Plan. Any such determination shall be conclusive and binding upon all persons in the absence of clear and convincing evidence that the Plan Administrator acted arbitrarily and capriciously (as determined by a court of competent jurisdiction). However, all discretionary acts, interpretations and constructions shall be done in a nondiscriminatory manner based upon uniform principles consistently applied. No action shall be taken which would be inconsistent with the intent that the Plan remain qualified under Code section 401(a). The Plan Administrator is specifically authorized to employ or retain suitable employees, agents, and counsel as may be necessary or advisable to fulfill its responsibilities hereunder, and to pay their reasonable compensation, which may, in the discretion of the Plan Administrator and to the extent permitted by law, be reimbursed from the Trust if not paid by the Employer within 30 days after the Plan Administrator advises the Employer of the amount owed.

(3) The Plan Administrator shall serve as the designated agent for legal process under the Plan. Service of summons, subpoena, or other legal process of a court upon the Trustee in its capacity as such shall also constitute service upon the Plan.

(4) In carrying out its duties and responsibilities hereunder, the Plan Administrator shall, to the extent the Plan is subject to ERISA, act with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent man acting in like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims or, if the Plan is not subject to ERISA, in accordance with the standards of applicable law.

(c) Death or Incapacity of the Plan Administrator. If the Plan Administrator dies or becomes incapacitated and a successor Plan Administrator is not appointed in accordance with the terms of the Plan and Adoption Agreement (or other applicable procedures satisfactory to the Trustee), the Trustee may rely on the instructions of the executor or administrator of the Plan Administrator's estate in the case of death or a court-appointed guardian or conservator (or other legally authorized representative under applicable state law) in the case of incapacity, provided that such instructions are made in accordance with the terms of the Plan and in a form and manner acceptable to the Trustee. If, notwithstanding the provisions of this Article 11.2(c) the Trustee has not received proper instructions regarding the Plan and provided that the Plan is not subject to ERISA, the surviving spouse of the Plan Administrator shall be deemed to be the Plan Administrator for the limited purpose of providing distribution instructions to the Trustee.

(d) Missing Plan Administrator. The Trustee may use reasonable efforts to locate a missing Plan Administrator, including the use of a locator service. If a missing Plan Administrator is unable to be located (or if no successor Plan Administrator can be determined) notwithstanding reasonable efforts by the Trustee, the Trustee, in its sole discretion, may rely on a court order or the instructions of a Participant or, following a Beneficiary's notification to the Trustee of the death of a Participant, a Beneficiary regarding distributions from the Plan to said Participant or Beneficiary.

11.3. Transfers and Rollovers. Notwithstanding any other provision hereof, with the consent of the Trustee, the Plan shall accept transfers and rollovers as provided herein.

(a) Transfers: Plan Administrator may cause to be transferred to the Plan all or any of the assets held in any other plan which satisfies the applicable requirements of Code section 401, and which is maintained by the Employer for the benefit of any of the Participants. Any such assets so transferred shall be accompanied by written instructions from the Plan Administrator, which shall be conclusive, naming the Participants for whose benefit such assets have been transferred and showing separately the respective contributions by the Employer and by the Participants and identifying the assets attributable to the various contributions. The Plan Administrator, with the consent of the Trustee, may permit an Employee (whether or not a Participant) to transfer or cause to be transferred to the Plan any assets held for his benefit in a qualified plan of a former employer of his or in an individual retirement savings plan which has been used by the Employee exclusively as a conduit for a prior distribution of assets held for his benefit in his former employer's qualified plan. Such a transfer shall be made in the form of cash (excluding currency) or property permitted as an investment hereunder or readily marketable assets, either:

(1) directly between the trustee or custodian of the prior employer's plan and the Trustee, in which case the transferred assets shall be accompanied by written instructions showing separately the respective contributions by the prior employer and by the transferring Employee, and identifying the assets attributable to the various contributions; or

(2) by the Employee to the Trustee, in which case the assets transferred must be accompanied by a written representation by the Employee that the assets meet the requirements for rollover contributions set forth in Code section 402(c) and (e) or Code section 408(d)(3) (whichever is applicable).

(b) Rollover Contributions: The Plan will accept Participant rollover contributions and/or direct rollovers of distributions (including rollover contributions received by the Participant as a surviving Spouse, or a Spouse or former Spouse who is an Alternate Payee pursuant to a qualified domestic relations order) from the following types of plans:

(1) qualified plan described in Code section 401(a) or 403(a), excluding after-tax employee contributions;

(2) an annuity contract described in Code section 403(b), excluding after-tax employee contributions;

(3) an eligible plan under Code section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state; and

(4) Participant rollover contributions of the portion of a distribution from an individual retirement account or annuity described in Code section 408(a) or 408(b) that is eligible to be rolled over and would otherwise be includible in gross income.

Notwithstanding the foregoing, a rollover/transfer of a Roth 401(k) or Roth 403(b) contribution balance to the Plan shall be permitted in accordance with Treasury Regulations or applicable IRS guidance under the rules of Code section 402(c) after both (i) the Roth Effective Date and (ii) the establishment of a Designated Roth Contribution account under the Plan for the benefit of the Participant making the rollover/transfer. No rollover/transfer contribution may be made to the Plan unless such contribution has been approved by the Plan Administrator. The Trustee shall not accept assets unless they are in a medium proper for investment hereunder or in cash (excluding currency). It shall hold the assets for investment in accordance with the provisions of Article 6, and shall in accordance with the written instructions of the Employer make appropriate credits to the Employer Contribution Account of the Employee for whose benefit assets have been transferred or such other account and/or subaccount as the Plan Administrator may deem appropriate. Any amounts so credited as contributions previously made by an employer or by an Employee under a transferor plan, as specified by the Employer, shall be treated as contributions previously made under the Plan by the Employer or by the Employee, as the case may be. For purposes of Article 4.15 concerning withdrawal of Employee nondeductible contributions, employee nondeductible contributions made by an Employee under any other plan and transferred to this Plan pursuant to paragraph (a) of this Article 11.3 shall be considered Employee nondeductible contributions held under this Plan pursuant to Article 4.15.

Subject to the provisions of the Trust Agreement, the Plan Administrator may direct the Trustee to transfer assets held in the Trust for the account of a former Participant to the custodian or trustee of any other plan or plans maintained by the employer of the former Participant for the benefit of the former Participant, or to the custodian or trustee of an individual retirement plan established by the former Participant, provided that the Trustee has received evidence satisfactory to it that such other plan meets all applicable requirements of the Code. The assets so transferred shall be accompanied by written instructions from the Employer naming the person for whose benefit such assets have been transferred, showing separately the respective contributions by the Employer and by the Participant, and identifying the assets attributable to the various contributions. If the Employer transfers the assets of the Plan to another custodian or trustee, the Employer shall be responsible for ensuring that the Accounts of all Participants, former Participants, and Beneficiaries are also transferred to such custodian or trustee at the same time. The Trustee shall have no further liabilities under the terms of this Agreement with respect to assets so transferred.

11.4. Condition of Plan and Trust Agreement. It is a condition of the Plan, and each Employee by participating herein expressly agrees, that he shall look solely to the assets of the Trust for the payment of any benefit under the Plan.

11.5. Inalienability of Benefits. The benefits provided hereunder shall not be subject to alienation, pledge, use as security for a loan, assignment, garnishment, attachment, execution or levy of any kind, and any attempt to cause such benefits to be so subjected shall not be recognized; provided, however, that the rule just stated shall not apply in the case of a QDRO or any domestic relations order entered before January 1, 1985. Furthermore, notwithstanding any provisions of this Article 11.5 to the contrary, the benefits provided hereunder to a Participant may be offset pursuant to either (a) a judgment, (b) an order, (c) a decree, or (d) a settlement agreement, any of which involves the Participant's actions with respect to the Plan and otherwise satisfies the conditions of Code section 401(a)(13)(C); provided that the requirements of Code section 401(a)(13)(C) and (D) are met, to the extent they are applicable.

11.6. Governing Law. The Plan shall be construed, administered and enforced according to the laws of the Commonwealth of Massachusetts to the extent not pre-empted by the laws of the United States of America (including ERISA); any provision of the Plan in conflict with applicable federal law shall survive to the extent permitted by that law. References to ERISA or to DOL Regulations or other guidance under ERISA shall apply only to the extent that the Plan is subject to ERISA and is not excluded from coverage under ERISA pursuant to DOL Regulation section 2510.3-3(b) or otherwise.

11.7. Failure of Qualification. Notwithstanding any other provision contained herein, if the Employer's plan fails to be a qualified plan under the Code, such plan can no longer participate in this Pre-Approved Plan arrangement and the Provider will no longer have the authority to amend the Plan on behalf of the Employer.

11.8. Leased Employees. Any leased employee within the meaning of Code section 414(n) shall be treated as an employee of the recipient employer; however, contributions or benefits provided by the leasing organization which are attributable to services performed for the recipient employer shall be treated as provided by the recipient employer. The preceding sentence shall not apply to any person who would otherwise be considered a leased employee, if leased employees do not constitute more than 20 percent of the recipient's non-highly compensated workforce (as defined by Code section 414(n)(5)(C)(ii)), and such employee is covered by a money purchase pension plan providing: (a) a non-integrated employer contribution rate of at least 10 percent of compensation (as defined in Code section 415(c)(3), but including amounts contributed by the employer pursuant to a salary reduction agreement which are excludable from the employee's gross income under Code section 125, Code section 402(e)(3), Code section 402(h)(1)(B) or Code section 403(b)), (b) immediate participation, and (c) full and immediate vesting. The term "leased employee" means any person (other than an employee of the Employer) who pursuant to an agreement between the recipient and any other person ("leasing organization") has performed services for the recipient (or for the recipient and related persons determined in accordance with Code section 414(n)(6)) on a substantially full-time basis for a period of at least one year, and such services are performed under primary direction or control by the recipient employer.

11.9. USERRA – Military Service Credit and Veteran's Reemployment Rights. Notwithstanding any provision of the Plan to the contrary, contributions, benefits and service credit with respect to qualified military service shall be provided in accordance with Code section 414(u). Notwithstanding the foregoing and for all purposes other than calculating Plan contributions under Article 4, in the case of a Participant who dies on or after January 1, 2007 and while performing qualified military service as defined in Code section 414(u)(5), such Participant shall be treated as having resumed employment pursuant to this Article 11.9 on the day prior to his/her death and then terminating on account of death.

11.10. Directions, Notices and Disclosure. Any notice or other communication in connection with the Plan shall be deemed delivered in writing if addressed as provided below and if either actually delivered at said address or, in the case of a letter, three business days shall have elapsed after the same shall have been deposited in the United States mail, first-class postage prepaid and registered or certified:

(a) If to the Employer or Plan Administrator, to it at the most recent address of record communicated to the Trustee and, if to the Employer, to the attention of the most recent contact communicated to the Trustee;

(b) If to the Trustee, to it at the address set forth in the Adoption Agreement;

or, in each case at such other address as the addressee shall have specified by written notice delivered in accordance with the foregoing to the addressor's then effective notice address.

Any direction, notice or other communication provided to the Employer, the Plan Administrator or the Trustee by another party which is stipulated to be

in written form under the provisions of the Plan may also be provided in any medium which is permitted under applicable law or regulation. Any written communication or disclosure to Participants required under the provisions of the Plan may be provided in any other medium (electronic, telephone or otherwise) that is permitted under applicable law or regulation.

11.11. No Tax Advice. Neither the Trustee nor the Provider, nor any affiliate of either the Trustee or the Provider shall provide tax or legal advice. Employers, Plan Administrators, Participants and Beneficiaries are strongly encouraged to consult with their attorneys or tax advisors with regard to their specific situations.

11.12. Missing Participants. If a distribution is required under the terms of the Plan, the Plan Administrator shall provide the Trustee with the information necessary to make such distribution, including the last known address of the Participant or Beneficiary.

11.13. Incapacitated Participant or Beneficiary. In the event the Plan Administrator determines, on the basis of medical reports or other evidence satisfactory to the Plan Administrator, that the recipient of any benefit payments under the Plan is incapable of handling his affairs by reason of minority, illness, infirmity or other incapacity, the Plan Administrator may direct the Trustee to disburse any payments due to such Participant or Beneficiary to a person or institution designated by a court which has jurisdiction over such recipient or a person or institution otherwise having the legal authority under state law for the care and control of such recipient, to the extent such individual has furnished satisfactory evidence of such status to the Plan Administrator. The receipt by such person or institution of any such payments shall be complete acquittance therefore, and any such payment to the extent thereof, shall discharge the liability of the Trust for the payment of benefits hereunder to such recipient. The Plan Administrator will not be liable for any payments made under this Article 11.14 and will have no obligation to inquire as to the competence of an individual entitled to receive any payments under this Section.

11.14. Establishment of Trust. A Trust shall be established and maintained to accept and hold such contributions by or on behalf of Participants as may be made by the Employer together with the earnings thereon.

11.15. Exclusive Benefit and Return of Employer Contributions. In accordance with Code section 401(a)(2) and ERISA section 403(c) (if applicable), Plan assets shall be held for the exclusive purpose of providing benefits to Participants and Beneficiaries and defraying the reasonable expenses of administering the Plan, and no such assets shall ever revert to the Employer except that if the Employer or the Plan Administrator so direct:

(a) contributions made by the Employer by mistake of fact may be returned to the Employer within 1 year of the date of payment,

(b) contributions that are conditioned on the deductibility thereof under Code section 404 may be returned to the Employer within 1 year of the disallowance of the deduction, and

(c) contributions that are conditioned on the initial qualification of the Plan under the Code may be returned to the Employer within 1 year after such qualification is denied by determination of the Internal Revenue Service, but only if an application for determination of such qualification is made within the time prescribed by law for filing the Employer's federal income tax return for its taxable year in which the Plan is adopted, or such later date as the Secretary of the Treasury may prescribe.

All contributions under the Plan are hereby expressly conditioned on the initial qualification of the Plan and their deductibility under the Code.

11.16. Fees and Expenses of the Trust. The Trustee shall be entitled to the fees set forth in the materials provided to Participants by the Trustee, as amended from time to time, and to reimbursement of all reasonable expenses incurred in the performance of its duties. If the Employer fails to pay agreed compensation or to reimburse expenses, the same shall be paid from the assets of the Trust. To the extent incurred by the Trustee, any income, gift, estate and inheritance taxes and other taxes of any kind whatsoever (including transfer taxes incurred in connection with the investment or reinvestment of the assets of the Trust) that may be levied or assessed in respect of such assets, if allocable to specific Participants, shall be charged to their Accounts, and if not so allocable shall be charged proportionately to all Participants' Accounts. All other administrative expenses incurred by the Trustee in the performance of its duties, including fees for legal services rendered to the Trustee, shall be charged proportionately to all Accounts. All such fees and taxes and other administrative expenses charged to a Participant's Account shall be collected from the amount of any contribution or distribution to be credited to such Account, or by selling assets credited to such Account, and the Trustee is expressly authorized to liquidate any assets held in a Participant's Account for the purpose of paying such amounts. The Trustee shall not be deemed to be exercising discretion by causing the sale of any such assets to pay such fees or expenses. The Employer shall be responsible for payment of any deficiency.

11.17. Use of Provider's Documentation Service. Notwithstanding any provision in this Plan to the contrary, if this Plan is provided to the Employer by a third party (e.g., a brokerage firm, an actuarial firm, an insurance company, an accounting firm, etc.) rather than by the Provider directly, and (a) such third party subsequently terminates its business relationship with the Provider for any reason, (b) the Provider subsequently terminates its business relationship with such third party for any reason, or (c) the Employer subsequently terminates its business relationship with such third party, then this Plan will no longer be considered a pre-approved plan, but rather will be considered an individually designed plan, and the Provider will have no further responsibilities or obligations with respect to the Plan or the Employer.

Article 12. Limitations on Allocations

12.1. Definitions. For purposes of this Article 12, the following terms shall have the meanings set forth below:

(a) Annual Additions. "Annual Additions" means the sum of the following amounts credited to a Participant's Account for the Limitation Year:

(1) Employer contributions, other than Catch-Up Contributions;

(2) for any Plan Year beginning after December 31, 1986, employee nondeductible contributions;

(3) forfeitures; and

(4) allocations under a simplified employee pension.

For this purpose, any Excess Amount (as defined below) applied under Article 12.2 or 12.3 in the Limitation Year (as defined below) to reduce Employer contributions shall be considered Annual Additions for such Limitation Year. Amounts allocated after March 31, 1984 to an individual medical account, as defined in Code section 415(1)(2), which is part of a pension or annuity plan maintained by the Employer, are treated as Annual Additions to a defined contribution plan. Also, amounts derived from contributions paid or accrued after December 31, 1985, in taxable years ending after such date, which are attributable to post-retirement medical benefits allocated to the separate account of a key employee, as defined in Code section 419A(d)(3), under a welfare benefit fund, as defined in Code section 419(e), maintained by the Employer, are treated as Annual Additions to a defined contribution plan. A "restorative payment" as defined in Treasury Regulation section 1.415(c)-1(b)(2)(ii)(c) shall not be included as an Annual Addition.

(b) Compensation. "Compensation" means a Participant's earned income, wages, salaries, and fees for professional services and other amounts received (without regard to whether an amount is paid in cash) for personal services actually rendered in the course of employment with the Employer maintaining the Plan including, but not limited to, commissions paid to salesmen, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, bonuses, fringe benefits, reimbursements, and expense allowances under a nonaccountable plan (as described in Treasury Regulation section 1.62-2(c), and excluding the following:

(1) Employer contributions to a plan of deferred compensation which are not includible in the Employee's gross income for the taxable year in which contributed, or Employer contributions under a simplified employee pension plan, or any distributions from a plan of deferred compensation;

(2) amounts realized from the exercise of a non-qualified stock option, or when restricted stock (or property) held by the Employee either becomes freely transferable or is no longer subject to a substantial risk of forfeiture;

(3) amounts realized from the sale, exchange or other disposition of stock acquired under a qualified stock option; and

(4) other amounts which received special tax benefits, or contributions made by the Employer (whether or not under a salary reduction agreement) toward the purchase of an annuity described in Code

section 403(b) (whether or not the amounts are actually excludable from the gross income of the Employee).

For purposes of applying the limitations of this Article, Compensation for a Limitation Year is the Compensation actually paid or includible in gross income during such year.

For purposes of applying the limitations of this Article, Compensation paid or made available during such limitation year shall include any elective deferral (as defined in Code section 402(g)(3)), and any amount which is contributed or deferred by the Employer at the election of the Employee and which is not includible in the gross income of the Employee by reason of Code section 125, 132(f)(4) or 457. Amounts under Code section 125 include any amounts available to a Participant in cash in lieu of group health coverage because the Participant is unable to certify that he has other health coverage. An amount will be treated as an amount under Code section 125 only if the Employer does not request or collect information concerning the Participant's other health coverage as part of the enrollment process for the health plan.

For any Self-Employed Individual, Compensation shall mean earned income (as described in Code section 401(c)(2) and the Treasury Regulations promulgated thereunder), plus amounts deferred at the election of the Self-Employed Individual that would be includible in gross income but for the rules of Code section 402(e)(3), 402(h)(1)(B), 402(k) or 457(b).

Compensation for a Limitation Year shall also include compensation paid by the later of 2½ months after an Employee's severance from employment with the Employer maintaining the Plan or the end of the Limitation Year that includes the date of the Employee's severance from employment with the Employer maintaining the Plan, if:

(1) the payment is regular compensation for services during the Employee's regular working hours, or compensation for services outside the Employee's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments, and, absent a severance from employment, the payments would have been paid to the Employee while the Employee continued in employment with the Employer; or

(2) the payment is for unused accrued bona fide sick, vacation or other leave that the Employee would have been able to use if employment had continued.

Any payments not described above shall not be considered Compensation if paid after severance from employment, even if they are paid by the later of 2½ months after the date of severance from employment or the end of the Limitation Year that includes the date of severance from employment, except, (a) payments to an individual who does not currently perform services for the Employer by reason of qualified military service (within the meaning of Code section 414(u)(1)) to the extent these payments do not exceed the amounts the individual would have received if the individual had continued to perform services for the Employer rather than entering qualified military service; or (b) compensation paid to a Participant who is permanently and totally disabled, as defined in Code section 22(e)(3), provided salary continuation applies to all Participants who are permanently and totally disabled for a fixed or determinable period, or the Participant was not a highly compensated employee, as defined in Code section 414(q), immediately before becoming disabled.

Back pay, within the meaning of Treasury Regulation section 1.415(c)-2(g)(8), shall be treated as Compensation for the Limitation Year to which the back pay relates to the extent the back pay represents wages and compensation that would otherwise be included under this definition.

Compensation shall not include amounts paid as compensation to a nonresident alien, as defined in Code section 7701(b)(1)(B), who is not a Participant in the Plan to the extent the compensation is excludable from gross income and is not effectively connected with the conduct of a trade or business within the United States.

Compensation shall be limited to amounts not in excess of the limit of Code section 401(a)(17) as amended.

(c) Deferral Ratio. "Deferral Ratio" means the ratio (expressed as a percentage) of (1) the amount of Includible Contributions made on behalf of an Eligible Participant for the Plan Year to (2) an Eligible Participant's Compensation for such Plan Year. An Eligible Participant who does not receive Includible Contributions for a Plan Year shall have a Deferral Ratio of zero.

(d) Defined Contribution Dollar Limitation. "Defined Contribution Dollar Limitation" means $40,000, as adjusted under Code section 415(d).

(e) Employer. For purposes of this Article 12, "Employer" means the employer that adopts the Plan, and all members of a controlled group of corporations (as defined in Code section 414(b) as modified by Code section 415(h)), all commonly controlled trades or businesses (as defined in Code section 414(c) as modified by Code section 415(h)) or affiliated service groups (as defined in Code section 414(m)) of which the adopting employer is a part, and any other entity required to be aggregated with the employer pursuant to Code section 414(o).

(f) Excess Amount. "Excess Amount" means the excess of the Participant's Annual Additions for the Limitation Year over the Maximum Permissible Amount.

(g) Excess Contributions. "Excess Contributions" means, with respect to any Plan Year, the excess of

(1) The aggregate amount of Includible Contributions actually taken into account in computing the average deferral percentage of Eligible Participants who are Highly Compensated Employees for such Plan Year, over

(2) The maximum amount of Includible Contributions permitted to be made on behalf of Highly Compensated Employees under Article 12.5 (determined by reducing Includible Contributions made for the Plan Year on behalf of Eligible Participants who are Highly Compensated Employees in order of their Deferral Ratios, beginning with the highest of such Deferral Ratios).

(h) Excess Deferrals. "Excess Deferrals" shall mean those Elective Contributions that are includible in a Participant's gross income under Code section 402(g) to the extent such Participant's Elective Contributions for a taxable year exceed the dollar limitation under such Code section (including, if applicable, the dollar limitation on Catch-Up Contributions defined in Code section 414(v)). Excess Deferrals shall be treated as Annual Additions under the Plan, unless such amounts are distributed no later than the first April 15 following the close of the Participant's taxable year.

(i) Includible Contributions. "Includible Contributions" mean:

(1) Any Elective Contribution (other than Catch-Up Contributions) made on behalf of an Eligible Participant, including Excess Deferrals of Highly Compensated Employees, but excluding Excess Deferrals of Non-Highly Compensated Employees that arise solely from Elective Contributions made under the Plan or plans maintained by the Employer;

(2) Qualified Nonelective Employer Contributions allocated as of a date within the "testing year" and designated at the time of contribution as applying for the "ADP" test.

To be included in determining an Eligible Participant's Deferral Ratio for the Plan Year, Includible Contributions must be allocated to the Participant's Account as of a date within such Plan Year and made before the last day of the 12-month period immediately following the Plan Year to which the Includible Contributions relate.

(j) Limitation Year. "Limitation Year" means a calendar year, or the other period of 12 consecutive months elected by the Employer in the Adoption Agreement. All qualified plans maintained by the Employer must use the same Limitation Year. If the Limitation Year is amended to a different period of 12 consecutive months, the new Limitation Year must begin on a date within the Limitation Year in which the amendment is made.

(k) Pre-Approved Plan. "Pre-Approved Plan" means a plan, the form of which is the subject of a favorable opinion letter from the Internal Revenue Service.

(l) Maximum Permissible Amount. "Maximum Permissible Amount" means the (i) Defined Contribution Dollar Limitation or (ii) 100 percent of the Participant's Compensation for the Limitation Year. The compensation limitation referred to in (ii) shall not apply to any contribution for medical benefits (within the meaning of Code section 401(h) or Code section 419A(f)(2)) which is otherwise treated as an Annual Addition under

Code section 415(l)(1) or Code section 419A(d)(2). If a short Limitation Year is created because of an amendment changing the Limitation Year, the Maximum Permissible Amount shall not exceed the Defined Contribution Dollar Limitation multiplied by a fraction of which the numerator is equal to the number of months in the short Limitation Year, and the denominator is 12. If a plan is terminated effective as of a date other than the last day of the Plan's Limitation Year, the Plan is treated as if the Plan were amended to change its Limitation Year.

12.2. Code Section 415 Limitations; Participation Only in This Plan. If the Participant does not participate in, and has never participated in, another qualified plan, a welfare benefit fund (as defined in Code section 419(e)), an individual medical account (as defined in Code section 415(l)(2)) or a simplified employee pension (as defined in Code section 408(k)) maintained by the Employer, which provides an Annual Addition, the amount of Annual Additions which may be credited to the Participant's Account for any Limitation Year shall not exceed the lesser of the Maximum Permissible Amount or any other limitation contained in this Plan. If the Employer contribution that would otherwise be contributed or allocated to the Participant's Account would cause the Annual Additions for the Limitation Year to exceed the Maximum Permissible Amount, the amount contributed or allocated shall be reduced so that the Annual Additions for the Limitation Year will equal the Maximum Permissible Amount.

Prior to determining the Participant's actual Compensation for the Limitation Year, the Employer may determine the Maximum Permissible Amount for a Participant on the basis of a reasonable estimation of the Participant's Compensation for the Limitation Year, uniformly determined for all Participants similarly situated. As soon as is administratively feasible after the end of the Limitation Year, the Maximum Permissible Amount for the Limitation Year shall be determined on the basis of the Participant's actual Compensation for the Limitation Year. If, pursuant to the last sentence of the preceding paragraph or as a result of the allocation of Forfeitures, there is an Excess Amount for a Limitation Year beginning on or after July 1, 2007, such Excess Amount may be corrected through the Internal Revenue Service Employee Plans Compliance Resolution System (EPCRS) or any successor program or as otherwise permitted by Internal Revenue Service guidance.

12.3. Code Section 415 Limitations; Participation in Additional Defined Contribution Plan. This Article 12.3 applies if, in addition to this Plan, the Participant is covered under another qualified defined contribution plan, a welfare benefit fund (as defined in Code section 419(e)), an individual medical account (as defined in Code section 415(l)(2)), or a simplified employee pension (as defined in Code section 408(k)) maintained by the Employer, which provides an Annual Addition during any Limitation Year. The Annual Additions which may be credited to a Participant's Account under this Plan for any such Limitation Year will not exceed the Maximum Permissible Amount reduced by the Annual Additions credited to a Participant's Account under the other defined contribution plans, welfare benefit funds, individual medical accounts, and simplified employee pensions for the same Limitation Year. If the Annual Additions with respect to the Participant under other defined contribution plans, welfare benefit funds, individual medical accounts, and simplified employee pensions maintained by the Employer are less than the Maximum Permissible Amount and the Employer contribution that would otherwise be contributed or allocated to the Participant's Account under this Plan would cause the Annual Additions for the Limitation Year to exceed this limitation, the amount contributed or allocated shall be reduced so that the Annual Additions under all such plans and funds for the Limitation Year will equal the Maximum Permissible Amount. If the Annual Additions with respect to the Participant under such other defined contribution plans, welfare benefit funds, individual medical accounts, and simplified employee pensions in the aggregate are equal to or greater than the Maximum Permissible Amount, no amount shall be contributed or allocated to the Participant's Account under this Plan for the Limitation Year.

Prior to determining the Participant's actual Compensation for the Limitation Year, the Employer may determine the Maximum Permissible Amount for a Participant in the manner described in Article 12.2. As soon as is administratively feasible after the end of the Limitation Year, the Maximum Permissible Amount for the Limitation Year shall be determined on the basis of the Participant's actual Compensation for the Limitation Year.

If a Participant's Annual Additions under this Plan and such other plans would result in an Excess Amount for a Limitation Year, the Excess Amount shall be deemed to consist of the Annual Additions last allocated, except that Annual Additions attributable to a simplified employee pension shall be deemed to have been allocated first, followed by Annual Additions to a welfare benefit fund or individual medical account, regardless of the actual allocation date.

If an Excess Amount was allocated to a Participant on an allocation date of this Plan which coincides with an allocation date of another plan, the Excess Amount attributed to this Plan shall be the product of:

(a) the total Excess Amount allocated as of such date, multiplied by

(b) the ratio of (1) the Annual Additions allocated to the Participant for the Limitation Year as of such date under this Plan to (2) the total Annual Additions allocated to the Participant for the Limitation Year as of such date under this and all other qualified Pre-Approved defined contribution plans.

Any Excess Amount attributed to this Plan shall be corrected through the Internal Revenue Service Employee Plans Compliance Resolution System (EPCRS) or any successor program or as otherwise permitted by Internal Revenue Service guidance.

12.4. Code Section 402(g) Limitation on Elective Contributions. In no event shall the amount of Elective Contributions made under the Plan for a calendar year, when aggregated with the elective contributions made under any other plan maintained by the Employer or an Affiliated Employer, exceed the dollar limitation contained in Code section 402(g) in effect at the beginning of such calendar year, except to the extent permitted under Article 4.7 and Code section 414(v), if applicable. A Participant may assign to the Plan any Excess Deferrals made during a calendar year by notifying the Plan Administrator on or before March 15 following the calendar year in which the Excess Deferrals were made of the amount of the Excess Deferrals to be assigned to the Plan. A Participant is deemed to notify the Plan Administrator of any Excess Deferrals that arise by taking into account only those Elective Contributions made to the Plan and those elective contributions made to any other plan maintained by the Employer of an Affiliated Employer. Notwithstanding any other provision of the Plan, Excess Deferrals, plus any income and minus any loss allocable thereto, as determined under Article 12.7, less the amount of any Excess Contributions (and allocable income) previously distributed with respect to the Participant for the Plan Year beginning with or within the taxable year, shall be distributed no later than April 15 to any Participant to whose Account Excess Deferrals were so assigned for the preceding calendar year and who claims Excess Deferrals for such calendar year. Distributions of Excess Deferrals for a year shall be made first from the Participant's Pre-Tax Elective Contribution Account, to the extent Pre-Tax Elective Contributions were made that year, unless the Participant specifies otherwise. Excess Deferrals shall be treated as Annual Additions under the Plan, unless such amounts are distributed no later than the first April 15 following the close of the calendar year in which the Excess Deferrals were made.

12.5. Additional Limit on Elective Contributions ("ADP" Test). Except as provided in Article 12.8 below with respect to Plans providing for Safe Harbor Nonelective Employer Contributions, the Elective Contributions made with respect to a Plan Year on behalf of Eligible Participants who are Highly Compensated Employees for such Plan Year may not result in an average Deferral Ratio for such Eligible Participants that exceeds the greater of:

(a) The average Deferral Ratio for the Plan Year of Eligible Participants who are Non-Highly Compensated Employees for the Plan Year multiplied by 1.25; or

(b) The average Deferral Ratio for the Plan Year of Eligible Participants who are Non-Highly Compensated Employees for the Plan Year multiplied by two, provided that the average Deferral Ratio for Eligible Participants who are Highly Compensated Employees for the Plan Year being tested does not exceed the average Deferral Ratio for Participants who are Non-Highly Compensated Employees for the Plan Year by more than two percentage points.

The Deferral Ratios for an Eligible Participant who is a Highly Compensated Employee for the Plan Year being tested and who is eligible to have Includible Contributions allocated to his accounts under two or more cash or deferred arrangements described in Code section 401(k) that are maintained by the Employer or an Affiliated Employer, shall be determined as if such Includible Contributions were made under a single arrangement. If a Highly Compensated Employee participates in two or more cash or deferred arrangements that have different plan years, all cash or deferred arrangements ending with or within the same calendar year shall be treated as a

single arrangement. Notwithstanding the foregoing, certain plans shall be treated as separate if mandatorily disaggregated under regulations under Code section 401(k).

If this Plan satisfies the requirements of Code section 401(k), 401(a)(4) or 410(b) only if aggregated with one or more other plans, or if one or more other plans satisfy the requirements of such Code sections only if aggregated with this Plan, then this Article 12.5 shall be applied by determining the Deferral Ratios of Employees as if all such plans were a single plan. Plans may be aggregated in order to satisfy Code section 401(k) only if they have the same plan year.

The Employer shall maintain records sufficient to demonstrate satisfaction for the "ADP" test and the amount of Qualified Nonelective Employer Contributions used in such test.

The Trustee shall have no responsibility for conducting the ADP test or for initiating without direction from the Plan Administrator any corrective measures as a result of the Plan not satisfying the ADP test.

12.6. Allocation and Distribution of Excess Contributions. Notwithstanding any other provision of this Plan, the Excess Contributions allocable to the Account of a Participant, plus any income and minus any loss allocable thereto, as determined under Article 12.7, less any amounts previously distributed to the Participant from the Plan to correct Excess Deferrals for the Participant's taxable year ending with or within the Plan Year, shall be distributed to the Participant no later than the last day of the Plan Year immediately following the Plan Year in which the Excess Contributions were made. Distribution of Elective Contributions that are Excess Contributions shall be made from the Participant's Pre-Tax Elective Contribution Account before the Participant's Designated Roth Contribution Account, to the extent Pre-Tax Elective Contributions were made for the year, unless the Participant specifies otherwise. If such excess amounts are distributed more than 2½ months after the last day of the Plan Year in which the Excess Contributions were made, a ten-percent excise tax shall be imposed on the Employer maintaining the Plan with respect to such amounts.

The Excess Contributions allocable to a Participant's Account shall be determined by reducing the Includible Contributions made for the Plan Year on behalf of Eligible Participants who are Highly Compensated Employees in order of the dollar amount of such Includible Contributions, beginning with the highest dollar amount. To the extent a Highly Compensated Employee has not reached his Catch-Up Contribution limit under the Plan, Excess Contributions shall be Catch-Up Contributions and will not be classified as Excess Contributions.

Excess Contributions shall be treated as Annual Additions.

12.7. Income or Loss on Excess Deferrals or Excess Contributions. The income or loss allocable to Excess Deferrals or Excess Contributions shall be determined under one of the following methods:

(a) the income or loss allocable to the Participant's Elective Contribution Account for the taxable year multiplied by a fraction, the numerator of which is the amount of the distributable contributions for the year and the denominator of which is the balance of the Participant's Elective Contribution Account, determined without regard to any income or loss occurring during the calendar year in which the Excess Deferrals distributable contributions were made.

(b) the income or loss for the calendar year in which the distributable contributions were made determined under any other reasonable method, provided that such method is used consistently for all Participants in determining the income or loss allocable to distributable contributions hereunder for the Plan Year, and is used by the Plan in allocating income or loss to Participants' Accounts.

12.8. Deemed Satisfaction of "ADP" Test. Notwithstanding any other provision of this Article 12 to the contrary, if the Employer elects in the Adoption Agreement to make Safe Harbor Nonelective Employer Contributions, the Plan shall be deemed to have satisfied the "actual deferral percentage" test under Code section 401(k)(3) and the Treasury Regulations thereunder for each Plan Year. The Employer shall provide a notice to each Eligible Participant during each Plan Year describing the following:

(a) the amount of the safe harbor nonelective Employer contribution to be made on behalf of Eligible Participants for the Plan Year who are Non-Highly Compensated Employees (which shall be equal to at least three percent of each such Eligible Participant's Compensation for the Plan Year);

(b) any other Employer contributions provided under the Plan and any requirements that Eligible Participants must satisfy to be entitled to receive such Employer contributions;

(c) the type and amount of Compensation that may be contributed to the Plan as Elective Contributions;

(d) the procedures for making a cash or deferred election under the Plan and the periods during which such elections may be made or changed; and

(e) the withdrawal and vesting provisions applicable to contributions under the Plan.

The descriptions required in (b) and (c) may be provided by cross references to the relevant sections of an up-to-date summary plan description. Such notice shall be written in a manner calculated to be understood by the average Eligible Participant. The Employer shall provide the notice to each Eligible Participant within one of the following periods, whichever is applicable:

(f) if the Employee is an Eligible Participant 90 days before the beginning of the Plan Year, within the period beginning 90 days and ending 30 days before the first day of the Plan Year; or

(g) if the Employee becomes an Eligible Participant after the date described in paragraph (f) above, within the period beginning 90 days before and ending on the date he becomes an Eligible Participant;

provided, however, that such notice shall not be required to be provided to an Eligible Participant earlier than is required under section 1.401(k)-3 of the Treasury Regulations.

Except as otherwise provided in Article 12.9 regarding amendments suspending or eliminating Safe Harbor Nonelective Employer Contributions, in accordance with section 1.401(k)-1(e)(7) of the Treasury Regulations, it is impermissible for the employer to use actual deferral percentage testing for a Plan Year in which it is intended for the Plan through its written terms to be a safe harbor 401(k)/profit sharing plan and the Employer fails to satisfy the requirements of such safe harbor for the Plan Year.

12.9. Changing Testing Methods. In accordance with Treas. Regs. 1.401(k)-1(e)(7), it is impermissible for the Employer to use "ADP" testing for a Plan Year in which it is intended for the plan through its written terms to be a Code section 401(k) safe harbor plan and the Employer fails to satisfy the requirements of such safe harbors for the Plan Year. Notwithstanding any other provisions of the Plan, if the Employer elects to change between the "ADP" testing method and the safe harbor testing method, the following shall apply:

(a) Except as otherwise specifically provided in this Article 12.9 or Article 12.8, or applicable regulation, the Employer may not change from the "ADP" testing method to the safe harbor testing method unless Plan provisions adopting the safe harbor testing method are adopted before the first day of the Plan Year in which they are to be effective and remain in effect for an entire 12-month Plan Year.

(b) Except as otherwise specifically provided in this Article 12.9, a Plan may not be amended during the Plan Year to discontinue Safe Harbor Nonelective Employer Contributions and revert to the "ADP" testing method for such Plan Year.

(c) A Plan may be amended to reduce or suspend Safe Harbor Nonelective Contributions during a Plan Year and revert to the "ADP" testing method for such Plan Year if either (i) the Employer provides in the notice described in Article 12.8 that the Plan may be amended during the Plan Year to reduce or suspend such contributions or (ii) the Employer is operating at an economic loss (as described in Code Section 412(c)(2)(A)), and all of the following requirements are satisfied:

(1) All Eligible Participants are provided notice of the reduction or suspension describing (i) the consequences of the amendment, (ii) the procedures for changing their salary reduction agreements, and (iii) the effective date of the reduction or suspension.

(2) The reduction or suspension of such contributions is no earlier than the later of (i) 30 days after the date the notice described in paragraph (1) is provided to Eligible Participants or (ii) the date the amendment is adopted.

(3) Eligible Participants are given a reasonable opportunity before the reduction or suspension occurs, including a reasonable period after the notice described in paragraph (1) is provided to Eligible Participants, to change their salary reduction agreements elections.

(4) The Plan satisfies the Safe Harbor Nonelective Employer Contributions provisions of the Adoption Agreement in effect prior to the amendment with respect to the safe harbor compensation (compensation meeting the requirements of section 1.401(k)-3(b)(2) of the Treasury Regulations) paid through the effective date of the amendment.

If the Employer amends its Plan in accordance with the provisions of this paragraph (c), the "ADP" test described in Article 12.5 shall be applied as if it had been in effect for the entire Plan Year using the current year testing method.

Article 13. Top-Heavy Provisions

13.1. Definitions. For purposes of this Article, the following special definitions shall apply:

(a) Determination Date. "Determination Date" means, for any Plan Year subsequent to the first Plan Year, the last day of the preceding Plan Year. For the first Plan Year of the Plan, "Determination Date" means the last day of that Plan Year.

(b) Key Employee. In determining whether the Plan is top-heavy for Plan Years beginning after December 31, 2001, a "Key Employee" means any Employee or Former Employee (and the Beneficiary of any such Employee) who at any time during the Plan Year that includes the Determination Date is an officer of the Employer having annual Compensation greater than $130,000 (as adjusted under Code section 416(i)(1) for Plan Years beginning after December 31, 2002), a 5-percent owner of the Employer, or a 1 percent owner of the Employer having an annual compensation of more than $150,000.

For purposes of this paragraph (b), annual Compensation means Compensation within the meaning of Article 12.1(b).

(c) Permissive Aggregation Group. "Permissive Aggregation Group" means the Required Aggregation Group plus any other qualified plans of the Employer or an Affiliated Employer which, when considered as a group with the Required Aggregation Group, would continue to satisfy the requirements of Code sections 401(a)(4) and 410.

(d) Required Aggregation Group. "Required Aggregation Group" means:

(1) Each qualified plan of the Employer or Affiliated Employer in which at least one Key Employee participates, or has participated at any time during the Plan Year containing the Determination Date or any of the four preceding Plan Years (regardless of whether the plan has terminated), and

(2) any other qualified plan of the Employer or Affiliated Employer which enables a plan described in Article 13.1(e)(1) above to meet the requirements of Code section 401(a)(4) or 410.

(e) Top-Heavy Plan. "Top-Heavy Plan" means a plan in which any of the following conditions exists:

(1) the Top-Heavy Ratio for the plan exceeds 60 percent and the Plan is not part of any Required Aggregation Group or Permissive Aggregation Group;

(2) the plan is a part of a Required Aggregation Group but not part of a Permissive Aggregation Group and the Top-Heavy Ratio for the Required Aggregation Group exceeds 60 percent; or

(3) the plan is a part of a Required Aggregation Group and a Permissive Aggregation Group and the Top-Heavy Ratio for both groups exceeds 60 percent.

(f) Top-Heavy Ratio. "Top-Heavy Ratio" means:

(1) If the Employer maintains one or more defined contribution plans (including any simplified employee pension plan) and the Employer has not maintained any defined benefit plan which during the 1-year period ending on the determination date(s) has or has had accrued benefits, the Top-Heavy Ratio for this Plan alone or for the required or permissive aggregation group as appropriate is a fraction, the numerator of which is the sum of the account balances of all Key Employees as of the Determination Date(s) including any part of any account balance distributed in the 1-year period ending on the Determination Date(s) (5-year period ending on the Determination Date in the case of a distribution made for a reason other than severance from employment, death or disability), and the denominator of which is the sum of all account balances (including any part of any account balance distributed in the 1-year period ending on the Determination Date(s)) (5-year period ending on the Determination Date in the case of a distribution made for a reason other than severance from employment, death or disability), both computed in accordance with Code section 416 and the regulations thereunder. Both the numerator and denominator of the Top-Heavy Ratio are increased to reflect any contribution not actually made as of the Determination Date, but which is required to be taken into account on that date under Code section 416 and the regulations thereunder.

(2) If the Employer maintains one or more defined contribution plans (including any simplified employee pension plan) and the Employer maintains or has maintained one or more defined benefit plans which during the 1-year period ending on the Determination Date(s) has or has had any accrued benefits, the Top-Heavy Ratio for any required or permissive aggregation group as appropriate is a fraction, the numerator of which is the sum of account balances under the aggregated defined contribution plan or plans for all Key Employees, determined in accordance with (1) above, and the present value of accrued benefits under the aggregated defined benefit plan or plans for all Key Employees as of the Determination Date(s), and the denominator of which is the sum of the account balances under the aggregated defined contribution plan or plans for all Participants, determined in accordance with (a) above, and the present value of accrued benefits under the defined benefit plan or plans for all participants as of the Determination Date(s), all determined in accordance with Code section 416 and the regulations thereunder. The accrued benefits under a defined benefit plan in both the numerator and denominator of the Top-Heavy Ratio are increased for any distribution of an accrued benefit made in the 1-year period ending on the Determination Date (5-year period ending on the Determination Date in the case of a distribution made for a reason other than severance from employment, death or disability).

(3) For purposes of (1) and (2) above the value of account balances and the present value of accrued benefits will be determined as of the most recent valuation date that falls within or ends with the 12-month period ending on the Determination Date, except as provided in Code section 416 and the regulations thereunder for the first and second plan years of a defined benefit plan. The account balances and accrued benefits of a Participant (1) who is not a Key Employee but who was a Key Employee in a prior year, or (2) who has not been credited with at least one hour of service with any employer maintaining the plan at any time during the 1-year period ending on the Determination Date will be disregarded. The calculation of the Top-Heavy Ratio, and the extent to which distributions, rollovers, and transfers are taken into account will be made in accordance with Code section 416 and the regulations thereunder. Deductible employee contributions will not be taken into account for purposes of computing the Top-Heavy Ratio. When aggregating plans the value of account balances and accrued benefits will be calculated with reference to the determination dates that fall within the same year.

The accrued benefit of a Participant other than a Key Employee shall be determined under (a) the method, if any, that uniformly applies for accrual purposes under all defined benefit plans maintained by the Employer, or (b) if there is no such method, as if such benefit accrued not more rapidly than the slowest accrual rate permitted under the fractional rule of Code section 411(b)(1)(C).

13.2. Minimum Contribution. Except as otherwise specifically provided in this Article 13.2 and regardless of any other provision of the Plan, the minimum contribution made by the Employer on behalf of any Eligible Participant who is not a Key Employee (excluding Elective Contributions and Catch-Up Contributions), when aggregated with the Nonelective and Safe Harbor Nonelective Employer Contributions made for the Plan Year on behalf of such Eligible Participant, shall not be less than the lesser of three percent of such Participant's Compensation for the Plan Year or, in the case where neither the Employer nor any Affiliated Employer maintains a defined benefit plan which uses the Plan to satisfy Code section 401(a)(4) or 410,

the largest percentage of employer contributions (including Elective Contributions, but excluding Catch-Up Contributions) made on behalf of any Key Employee for the Plan Year, expressed as a percentage of the Key Employee's Compensation for the Plan Year.

The minimum contribution required under this Article 13.2 shall be made to the Account of an Eligible Participant even though, under other Plan provisions, the Participant would not otherwise be entitled to receive a contribution, or would have received a lesser contribution for the Plan Year; provided, however, that no minimum contribution shall be made for a Plan Year to the Account of an Active Participant who is not employed by the Employer or an Affiliated Employer on the last day of the Plan Year.

The minimum contribution for the Plan Year made on behalf of each Eligible Participant who is not a Key Employee and who is a participant in a defined benefit plan maintained by the Employer or an Affiliated Employer shall not be less than five percent of such Participant's Compensation for the Plan Year.

That portion of a Participant's Account that is attributable to minimum contributions required under this Article 13.2, to the extent required to be nonforfeitable under Code section 416(b), may not be forfeited under Code section 411(a)(3)(B).

Compensation shall generally be based on the amount actually paid to the Eligible Participant during the Plan Year.

13.3. Application. If the Plan is a non-safe harbor 401(k) plan and the Plan is or becomes a Top-Heavy Plan in any Plan Year, the provisions of this Article shall apply and shall supersede any conflicting provision of the Plan, unless the Employer maintains multiple plans and completes the 416 Alternative Minimum Contribution addendum to the Adoption Agreement to specify an alternative method of satisfying the minimum contribution requirements. If the Plan is a safe harbor 401(k) plan, a money purchase plan, or a profit sharing only plan (without a 401(k) feature), the Plan is deemed to be top heavy within the meaning of Code section 416 and satisfies the requirements for a top-heavy plan under Code section 416 and the Treasury Regulations thereunder without regard to this Article 13, unless the Employer maintains a qualified defined benefit plan that is aggregated with this Plan for top-heavy purposes.

Article 14. Transitional Rules and Protected Benefits

14.1. Applicability. The provisions of this Article 14 apply only to Employers who maintained a qualified retirement plan prior to the adoption of this Plan and which was the predecessor plan to this Plan.

14.2. Joint and Survivor Annuity Rules Applicable to Prior Participants. Any living Participant not receiving benefits on August 23, 1984, who would otherwise be entitled to but would not receive the benefits prescribed by Articles 8.3 through 8.6, must be given the opportunity to elect to have Article 8 apply, if such Participant is credited with at least one Hour of Service under this Plan or a predecessor plan in a Plan Year beginning on or after January 1, 1976, and such Participant had at least 10 Years of Service when he separated from service. Any living Participant not receiving benefits on August 23, 1984, who was credited with at least one Hour of Service under this Plan or a predecessor plan on or after September 2, 1974, and who is not otherwise credited with any service in a Plan Year beginning on or after January 1, 1976, must be given the opportunity to have his benefits paid in accordance with this Article 14.2. The respective opportunities to elect (as described in the two preceding sentences) must be afforded to the appropriate Participants during the period commencing on August 23, 1984, and ending on the date benefits would otherwise commence to said Participants. Notwithstanding the preceding sentences, such a Participant will not have the opportunity to have his benefits paid in accordance with this Article 14.2 if his Annuity Starting Date is later than the earlier of (i) the 90th day after notice that the forms of benefit described in this Article 14.2 will no longer be available is provided in accordance with Treasury Regulation section 1.411(d)-4 Q&A-2(e)(1)(i) and (B) the first day of the second Plan Year following the Plan Year in which such forms of benefit are eliminated by amendment.

Any Participant who has elected pursuant to the second sentence of this Article 14.2 to have Article 8 apply, and any Participant who does not so elect under the first sentence of this Article 14.2, or who meets the requirements of the first sentence except that he does not have at least 10 Years of Service when he separates from service, shall have his benefits distributed in accordance with all of the following requirements, if benefits would have been payable in the form of a life annuity:

(a) Automatic joint and survivor annuity. If benefits in the form of a life annuity become payable to a married Participant who:

(1) begins to receive payments under the Plan on or after Normal Retirement Age; or

(2) dies on or after Normal Retirement Age while still working for the Employer; or

(3) begins to receive payments on or after the qualified early retirement age; or

(4) separates from service on or after attaining Normal Retirement Age (or the qualified early retirement age) and after satisfying the eligibility requirements for the payment of benefits under the Plan and thereafter dies before beginning to receive such benefits;

then such benefits shall be received under the Plan in the form of a qualified joint and survivor annuity, unless the Participant has elected otherwise during his election period. The election period must begin at least six months before the Participant attains the qualified early retirement age and end not more than 90 days before the commencement of benefits. Any election hereunder shall be made in writing and may be changed by the Participant at any time.

(b) Election of early survivor annuity. A Participant who is employed after attaining the qualified early retirement age shall be given the opportunity to elect, during the election period, to have a survivor annuity payable on death. If the Participant elects the survivor annuity, payments under such annuity must not be less than the payments which would have been made to the Spouse under the qualified joint and survivor annuity if the Participant had retired on the day before his death. Any election under this provision shall be made in writing and may be changed by the Participant at any time.

(c) For purposes of this Article 14.2:

(1) "Qualified early retirement age" is the latest of (i) the earliest date, under the Plan, on which the Participant may elect to receive retirement benefits, (ii) the first day of the 120th month beginning before the Participant reaches Normal Retirement Age, or (iii) the date the Participant begins participation.

(2) "Qualified joint and survivor annuity" is an annuity for the life of the Participant with a survivor annuity for the life of the Spouse, as described in Article 8.1(d).

(3) "Election period" begins on the later of (i) the 180th day before the Participant attains the qualified early retirement age, or (ii) the date on which participation begins, and ends on the date the Participant terminates employment.

14.3. Certain Distributions under Pre-1984 Designations. Subject to the requirements of Article 8, and notwithstanding the provisions of Article 9, distribution on behalf of any Participant, including a 5-percent owner, may be made in accordance with all of the following requirements (regardless of when such distribution commences):

(a) The distribution by the Trust is one which would not have disqualified the trust under Code section 401(a)(9) as in effect prior to amendment by the Deficit Reduction Act of 1984.

(b) The distribution is in accordance with a method of distribution designated by the Employee whose Account is being distributed or, if the Employee is deceased, by a Beneficiary of such Employee.

(c) Such designation was in writing, was signed by the Employee or the Beneficiary, and was made before January 1, 1984.

(d) The Employee had an Account balance under the Plan as of December 31, 1983.

(e) The method of distribution designated by the Employee or the Beneficiary specifies the time at which distribution will commence, the period over which distributions shall be made, and in the case of any distribution upon the Employee's death, the Beneficiaries of the Employee listed in order of priority.

A distribution upon death shall not be covered by this transitional rule unless the information in the designation contains the required information described above with respect to the distributions to be made upon the death of the Employee. For any distribution that commences before January 1, 1984, but continues after December 31, 1983, the Employee or the Beneficiary to whom such distribution is being made shall be presumed to

have designated the method of distribution under which the distribution is being made if the method of distribution was specified in writing and the distribution satisfies the requirements in subsections (a) and (e). If a designation is revoked, any subsequent distribution must satisfy the requirements of Code section 401(a)(9) and the Treasury Regulations thereunder. If a designation is revoked after the date distributions are required to begin, the Trust must distribute by the end of the calendar year following the calendar year in which the revocation occurs the total amount not yet distributed which would have been required to have been distributed to satisfy Code section 401(a)(9) and the Treasury Regulations thereunder, but for the designation described in paragraphs (b) through (e). For calendar years beginning after December 31, 1988, such distributions must meet the minimum distribution incidental benefit requirements in Treasury Regulation section 1.401(a)(9)-2. Any changes in the designation generally shall be considered to be a revocation of the designation, but the mere substitution or addition of another beneficiary (one originally not named in the designation) under the designation will not be considered to be a revocation of the designation, so long as such substitution or addition does not alter the period over which distributions are to be made under the designation, directly or indirectly (for example, by altering the relevant measuring life). In the case of an amount transferred or rolled over from one plan to another plan, the rules in Q&A 14 and Q&A 15 of Treasury Regulation section 1.401(a)(9)-8 shall apply.

14.4. Other Protected Benefits. If a Participant's vested Account balance is subject to any optional form of payment not currently offered under the Plan, such optional benefit will no longer be available as of the later of (A) the effective date of the Plan restatement onto this Pre-Approved Plan and (B) the date the restatement is adopted, provided that the Plan offers an otherwise identical single sum distribution option, as described in Treasury Regulation section 1.411(d)-4 Q&A-2(e)(2). If a Participant's vested Account balance is subject to an in-service withdrawal option not currently offered under the Plan, the following shall apply:

(a) If the in-service withdrawal option is conditioned on hardship (a "hardship withdrawal"), the hardship withdrawal option will no longer be available as of the later of (A) the effective date of the Plan restatement onto this Pre-Approved Plan and (B) the date the restatement is adopted.

(b) If the in-service withdrawal option is not conditioned on hardship (a "non-hardship withdrawal"), the non-hardship withdrawal option will continue in effect with respect to the Participant's vested Account balance subject to the terms of the Plan as in effect immediately prior to the effective date of the Plan restatement onto this Pre-Approved Plan

DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
WASHINGTON, D.C. 20224

TAX EXEMPT AND
GOVERNMENT ENTITIES
DIVISION

Plan Description: Standardized Pre-Approved Profit Sharing Plan With CODA
FFN: 317E1080004-001 Case: 201800479 EIN: 04-3532603
Letter Serial No: Q702435a
Date of Submission: 11/05/2018

FMR LLC
245 SUMMER STREET
BOSTON, MA 02210

Contact Person:
Janell Hayes
Telephone Number:
513-975-6319
In Reference To: TEGE:EP:7521
Date: 06/30/2020

Dear Applicant:

In our opinion, the form of the plan identified above is acceptable for use by employers for the benefit of their employees under Internal Revenue Code (IRC) Section 401.

We considered the changes in qualification requirements in the 2017 Cumulative List of Notice 2017-37, 2017-29 Internal Revenue Bulletin (IRB) 89. Our opinion relates only to the acceptability of the form of the plan under the IRC. We did not consider the effect of other federal or local statutes.

You must provide the following to each employer who adopts this plan:
. A copy of this letter
. A copy of the approved plan
. Copies of any subsequent amendments including their dates of adoption
. Direct contact information including address and telephone number of the plan provider

Our opinion on the acceptability of the plan's form is a determination as to the qualification of the plan as adopted by a particular employer only under the circumstances, and to the extent, described in Revenue Procedure (Rev. Proc.) 2017-41, 2017-29 I.R.B. 92. The employer who adopts this plan can generally rely on this letter to the extent described in Rev. Proc. 2017-41. Thus, Employee Plans Determinations, except as provided in Section 12 of Rev. Proc. 2020-4, 2020-01 I.R.B. 148 (as updated annually), will not issue a determination letter to an employer who adopts this plan. Review Rev. Proc. 2020-4 to determine the eligibility of an adopting employer, and the items needed, to submit a determination letter application. The employer must also follow the terms of the plan in operation.

An employer who adopts this plan may not rely on this letter if the coverage and contributions or benefits under the employer's plan are more favorable for highly compensated employees, as defined in IRC Section 414(q).

Our opinion doesn't apply for purposes of IRC Sections 415 and 416 if an employer maintains or ever maintained another qualified plan for one or more employees covered by this plan. For this purpose, we will not consider the employer to have maintained another defined contribution plan provided both of the following are true:
. The employer terminated the other plan before the effective date of this plan
. No annual additions were credited to any participant's account under the other plan as of any date within the limitation year of this plan

Also, for this purpose, we'll consider an employer as maintaining another defined contribution plan if the

employer maintains any of the following:
. A welfare benefit fund defined in IRC Section 419(e), which provides post-retirement medical benefits allocated to separate accounts for key employees as defined in IRC Section 419A(d)
. An individual medical account as defined in IRC Section 415(l)(2), which is part of a pension or annuity plan maintained by the employer
. A simplified employee pension plan

An employer who adopts this plan may not rely on an opinion letter for either of the following:
. If the timing of any amendment or series of amendments to the plan satisfies the nondiscrimination requirements of Treasury Regulations 1.401(a)(4)-5(a), except with respect to plan amendments granting past service that meet the safe harbor described in Treasury Regulations 1.401(a)(4)-5(a)(3) and are not part of a pattern of amendments that significantly discriminates in favor of highly compensated employees
. If the plan satisfies the effective availability requirement of Treasury Regulations 1.401(a)(4)-4(c) for any benefit, right, or feature

An employer who adopts this plan as an amendment to a plan other than a standardized plan may not rely on this opinion letter about whether a prospectively eliminated benefit, right, or other feature satisfies the current availability requirements of Treasury Regulations 1.401(a)(4)-4.

Our opinion doesn't apply to Treasury Regulations 1.401(a)-1(b)(2) requirements for a money purchase plan or target benefit plan where the normal retirement age under the employer's plan is lower than age 62.

Our opinion doesn't constitute a determination that the plan is an IRC Section 414(d) governmental plan. This letter is not a ruling with respect to the tax treatment to be given contributions that are picked up by the governmental employing unit within the meaning of IRC Section 414(h)(2).

Our opinion doesn't constitute a determination that the plan is an IRC Section 414(e) church plan.

Our opinion may not be relied on by a non-electing church plan for rules governing pre-ERISA participation and coverage.

The provisions of this plan override any conflicting provision contained in the trust or custodial account documents used with the plan, and an adopting employer may not rely on this letter to the extent that provisions of a trust or custodial account that are a separate portion of the plan override or conflict with the provisions of the plan document. This opinion letter does not cover any provisions in trust or custodial account documents.

An employer who adopts this plan may not rely on this letter when:
. the plan is being used to amend or restate a plan of the employer which was not previously qualified
. the employer's adoption of the plan precedes the issuance of the letter
. the employer doesn't correctly complete the adoption agreement or other elective provisions in the plan
. the plan is not identical to the pre-approved plan (that is, the employer has made amendments that cause the plan not to be considered identical to the pre-approved plan, as described in Section 8.03 of Rev. Proc. 2017-41)

Our opinion doesn't apply to what is contained in any documents referenced outside the plan or adoption agreement, if applicable, such as a collective bargaining agreement.

Our opinion doesn't consider issues under Title I of the Employee Retirement Income Security Act (ERISA) which are administered by the Department of Labor.

If you, the pre-approved plan provider, have questions about the status of this case, you can call the telephone number at the top of the first page of this letter. This number is only for the provider's use. Individual participants or adopting eligible employers with questions about the plan should contact you.

You must include your address and telephone number on the pre-approved plan or the plan's adoption agreement, if applicable, so that adopting employers can contact you directly.

If you write to us about this plan, provide your telephone number and the best time to call if we need more information. Whether you call or write, refer to the letter serial number and file folder number at the top of the first page of this letter.

Let us know if you change or discontinue sponsorship of this plan.

Keep this letter for your records.

Sincerely Yours,

Khin M. Chow

Khin M. Chow
Director, EP Rulings & Agreements

Letter 6186 (June-2020)
Catalog Number 72434C

DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
WASHINGTON, D.C. 20224

TAX EXEMPT AND
GOVERNMENT ENTITIES
DIVISION

Plan Description: Standardized Pre-Approved Money Purchase Pension Plan
FFN: 317E1080004-002 Case: 201800480 EIN: 04-3532603
Letter Serial No: Q702436a
Date of Submission: 11/05/2018

FMR LLC
245 SUMMER STREET
BOSTON, MA 02210

Contact Person:
Janell Hayes
Telephone Number:
513-975-6319
In Reference To: TEGE:EP:7521
Date: 06/30/2020

Dear Applicant:

In our opinion, the form of the plan identified above is acceptable for use by employers for the benefit of their employees under Internal Revenue Code (IRC) Section 401.

We considered the changes in qualification requirements in the 2017 Cumulative List of Notice 2017-37, 2017-29 Internal Revenue Bulletin (IRB) 89. Our opinion relates only to the acceptability of the form of the plan under the IRC. We did not consider the effect of other federal or local statutes.

You must provide the following to each employer who adopts this plan:
. A copy of this letter
. A copy of the approved plan
. Copies of any subsequent amendments including their dates of adoption
. Direct contact information including address and telephone number of the plan provider

Our opinion on the acceptability of the plan's form is a determination as to the qualification of the plan as adopted by a particular employer only under the circumstances, and to the extent, described in Revenue Procedure (Rev. Proc.) 2017-41, 2017-29 I.R.B. 92. The employer who adopts this plan can generally rely on this letter to the extent described in Rev. Proc. 2017-41. Thus, Employee Plans Determinations, except as provided in Section 12 of Rev. Proc. 2020-4, 2020-01 I.R.B. 148 (as updated annually), will not issue a determination letter to an employer who adopts this plan. Review Rev. Proc. 2020-4 to determine the eligibility of an adopting employer, and the items needed, to submit a determination letter application. The employer must also follow the terms of the plan in operation.

An employer who adopts this plan may not rely on this letter if the coverage and contributions or benefits under the employer's plan are more favorable for highly compensated employees, as defined in IRC Section 414(q).

Our opinion doesn't apply for purposes of IRC Sections 415 and 416 if an employer maintains or ever maintained another qualified plan for one or more employees covered by this plan. For this purpose, we will not consider the employer to have maintained another defined contribution plan provided both of the following are true:
. The employer terminated the other plan before the effective date of this plan
. No annual additions were credited to any participant's account under the other plan as of any date within the limitation year of this plan

Also, for this purpose, we'll consider an employer as maintaining another defined contribution plan if the

employer maintains any of the following:
. A welfare benefit fund defined in IRC Section 419(e), which provides post-retirement medical benefits allocated to separate accounts for key employees as defined in IRC Section 419A(d)
. An individual medical account as defined in IRC Section 415(l)(2), which is part of a pension or annuity plan maintained by the employer
. A simplified employee pension plan

An employer who adopts this plan may not rely on an opinion letter for either of the following:
. If the timing of any amendment or series of amendments to the plan satisfies the nondiscrimination requirements of Treasury Regulations 1.401(a)(4)-5(a), except with respect to plan amendments granting past service that meet the safe harbor described in Treasury Regulations 1.401(a)(4)-5(a)(3) and are not part of a pattern of amendments that significantly discriminates in favor of highly compensated employees
. If the plan satisfies the effective availability requirement of Treasury Regulations 1.401(a)(4)-4(c) for any benefit, right, or feature

An employer who adopts this plan as an amendment to a plan other than a standardized plan may not rely on this opinion letter about whether a prospectively eliminated benefit, right, or other feature satisfies the current availability requirements of Treasury Regulations 1.401(a)(4)-4.

Our opinion doesn't apply to Treasury Regulations 1.401(a)-1(b)(2) requirements for a money purchase plan or target benefit plan where the normal retirement age under the employer's plan is lower than age 62.

Our opinion doesn't constitute a determination that the plan is an IRC Section 414(d) governmental plan. This letter is not a ruling with respect to the tax treatment to be given contributions that are picked up by the governmental employing unit within the meaning of IRC Section 414(h)(2).

Our opinion doesn't constitute a determination that the plan is an IRC Section 414(e) church plan.

Our opinion may not be relied on by a non-electing church plan for rules governing pre-ERISA participation and coverage.

The provisions of this plan override any conflicting provision contained in the trust or custodial account documents used with the plan, and an adopting employer may not rely on this letter to the extent that provisions of a trust or custodial account that are a separate portion of the plan override or conflict with the provisions of the plan document. This opinion letter does not cover any provisions in trust or custodial account documents.

An employer who adopts this plan may not rely on this letter when:
. the plan is being used to amend or restate a plan of the employer which was not previously qualified
. the employer's adoption of the plan precedes the issuance of the letter
. the employer doesn't correctly complete the adoption agreement or other elective provisions in the plan
. the plan is not identical to the pre-approved plan (that is, the employer has made amendments that cause the plan not to be considered identical to the pre-approved plan, as described in Section 8.03 of Rev. Proc. 2017-41)

Our opinion doesn't apply to what is contained in any documents referenced outside the plan or adoption agreement, if applicable, such as a collective bargaining agreement.

Our opinion doesn't consider issues under Title I of the Employee Retirement Income Security Act (ERISA) which are administered by the Department of Labor.

If you, the pre-approved plan provider, have questions about the status of this case, you can call the telephone number at the top of the first page of this letter. This number is only for the provider's use. Individual participants or adopting eligible employers with questions about the plan should contact you.

You must include your address and telephone number on the pre-approved plan or the plan's adoption agreement, if applicable, so that adopting employers can contact you directly.

If you write to us about this plan, provide your telephone number and the best time to call if we need more information. Whether you call or write, refer to the letter serial number and file folder number at the top of the first page of this letter.

Let us know if you change or discontinue sponsorship of this plan.

Keep this letter for your records.

Sincerely Yours,

Khin M. Chow

Khin M. Chow
Director, EP Rulings & Agreements

Letter 6186 (June-2020)
Catalog Number 72434C

Retirement Account Client Agreement

In this agreement, "Fidelity" and "you" refer to Fidelity Brokerage Services LLC and National Financial Services LLC and their affiliates, and their employees, agents, representatives, shareholders, successors and assigns as the context may require; "I," "we" and "account owner" refer to the owner indicated on the account form or duly Authorized agent(s)/Advisor(s); and for any account with more than one owner (such as a joint or trust account), "I," "we"and "account owner" or "account owners" refer to all owners, collectively and individually, or duly Authorized agent(s)/Advisor(s).

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

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

1. Important Aspects of the Account

Upon acceptance by Fidelity, I understand that Fidelity will maintain an account for me and buy, sell or exchange securities or other products in accordance with instructions from me or my Authorized agent(s)/Advisor(s). I understand that this Retirement Account Client Agreement ("Agreement") and the accompanying account application govern my account and my relationship with Fidelity and its affiliates.

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

- My Authorized agents(s)/Advisor(s) may be a state or federally regulated investment advisor, a state or federally regulated bank or trust company, or another entity that is exempt from registration as an investment advisor under the Investment Advisors Act of 1940.
- I have selected my Authorized agent(s)/Advisor(s) based on criteria I deem appropriate for my investment needs and without any advice or recommendation from Fidelity.
- All decisions relating to my investment or trading activity shall be made solely by me or my Authorized agent(s)/Advisor(s) identified on my new account Application or subsequently in writing in a form and manner acceptable to Fidelity.
- Fidelity is authorized to accept and act upon the instruction of my Authorized agent(s)/Advisor(s) with respect to my account in accordance with this Agreement until Fidelity receives written notice revoking such authority.
- My Authorized agent(s)/Advisor(s) is not affiliated with, or an agent of, Fidelity, unless such Authorized agent/Advisor is a Fidelity entity or affiliate. My Authorized agent/Advisor is not authorized to act or make representations on Fidelity's behalf.
- Fidelity has no responsibility and will not undertake to review, monitor, or supervise the suitability of the trading decisions made by me or my Authorized agent(s)/Advisor(s), the frequency of the investment or trading activity in my account, or whether fees negotiated by my Authorized agent(s)/Advisor(s) for Fidelity's services are appropriate, as such responsibility falls solely with my Authorized agent(s)/Advisor(s). My Authorized agent(s)/Advisor(s) has collected from me such information as is required to determine the suitability of my investment or trading activity, or the appropriateness of applicable fees.
- Fidelity will have no duty to inquire into the authority of the Authorized agent(s)/Advisor(s) to engage in particular transactions or investment strategies or to monitor the terms of any oral or written agreement between me and the Authorized agent(s)/Advisor(s); I represent that my Authorized agent/Advisor has disclosed to me all third-party service providers it uses and any data related to my account it makes available to third-party providers in the course of managing my account. I further agree that Fidelity will not undertake nor does it have any obligation to review or monitor these third-party providers.
- I shall indemnify and hold harmless Fidelity and Fidelity Management Trust Company and its officers, directors, employees, agents and affiliates from and against any and all losses, claims or financial obligations that may arise from any act or omission of my Authorized agent(s)/Advisor(s) with respect to my account.
- I acknowledge that if I reside outside the United States I have received this Application and Agreement as a result of my express request for them. I further acknowledge that nothing herein is an offer or solicitation of any security, product or service in any jurisdiction where their offer or sale would be contrary to local law or regulation.
- I understand that my Authorized agent(s)/Advisor(s) will have access to informational tax reporting, such as IRS Form 1099-R and IRS Form 5498, as applicable.
- The Authorized agent(s)/Advisor(s) will comply with, and make all disclosure as required by all applicable state, federal and industry securities laws and regulations, and interpretations promulgated thereunder, including, but not limited to, the Investment Advisers Act of 1940, the Securities Exchange Act of 1934, the Investment Company Act of 1940, and Financial Industry Regulatory Authority (FINRA) Conduct Rules. Fidelity will not undertake to confirm or ensure that my Authorized agent(s)/Advisor(s) remains in compliance with its obligations.

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

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

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

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

Transition-related expense payments

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

Research

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

Negotiated pricing arrangements and product offerings

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

Direct payments or benefits

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

Third-party integrations

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

Other

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

2. To help the government fight financial crimes, Federal regulation requires Fidelity to obtain my name, date of birth, address, and a government-issued ID number before opening my account, and to verify the information. In certain circumstances, Fidelity may obtain and verify comparable information for any person authorized to make transactions in an account. Also, Federal regulation requires Fidelity to obtain and verify the beneficial owners and control persons of legal entity customers. Requiring the disclosure of key individuals who own or control a legal entity helps law enforcement investigate and prosecute crimes. My account may be restricted or closed if Fidelity cannot obtain and verify this information. Fidelity will not be responsible for any losses or damages (including, but not limited to, lost opportunities) that may result if my account is restricted or closed. Any information I provide to Fidelity may be shared with third parties for the purpose of validating my identity and may be shared for other purposes in accordance with Fidelity's Privacy Policy. Any information I give to Fidelity may be subject to verification, and I authorize Fidelity to obtain a credit report about me at any time. Upon written request, I will be provided the name and address of the credit reporting agency used. Fidelity also may monitor or tape-record conversations with me in order to verify data about any transactions I request, and I consent to such monitoring or recording.

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

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

FBS is responsible for:

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

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

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

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

If I have so indicated on the Application, I authorize and instruct Fidelity to accept such votes regarding proxies from my Authorized agent/ Advisor on my behalf. Fidelity does not promote day-trading strategies. I understand that trading in volatile markets can present increased challenges and risks, which may include:

- The risk of market orders being executed at unexpectedly high prices. If I have limited assets to pay for a transaction, such as in a retirement account with contribution restrictions, I will consider placing a limit order. If I cannot pay for a transaction, Fidelity may be required to liquidate account assets at my risk.
- Delays in quotes, order execution and reporting. In volatile markets, transmission of quotes, orders and execution reports may be delayed, even for information that appears to be real time. Security prices can change dramatically during such delays.
- It may not be possible to cancel an order previously submitted, even if I have received a confirmation that you have received my cancellation order. As a result, I understand that I will be sure my prior order is actually cancelled before entering a replacement order.
- Certain securities, such as IPOs trading in the secondary market and Internet and other technology-related stocks, are subject to particular volatility. I will consider managing market risk with limit orders.
- Access to Fidelity or my account can be delayed by factors such as high telephone volume or systems capacity limitations. I may have alternative ways of reaching Fidelity such as the Web and telephone representatives in addition to the automated telephone system.

For more complete information regarding this topic, I can contact Fidelity.

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

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

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

7. Account Protection

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

8. Fidelity Equity Dividend Reinvestment Service

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

Provision of Fidelity Equity Dividend Reinvestment Service

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

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

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

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

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

Eligible Accounts

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

Eligible Securities

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

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

Eligible Cash Distributions for Reinvestment

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

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

Dividend Reinvestment Transactions in Eligible Securities

On the dividend payable date for each security participating in the Service, you will credit my account in the amount of the cash dividend to be paid (less any amounts required by law or agreement to be withheld or debited). Two (2) 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 purchase securities for me and the other customers on a best efforts basis. You will credit to my account the number of shares equal to the amount of my funds to be reinvested in a particular security divided by the purchase price per share. If several purchase transactions are required in order to reinvest my and other customers' eligible cash distributions in a particular security, the purchase price per share will be the weighted average price per share for all such shares purchased. Under certain conditions a dividend may be put on hold by the issuing company. If a dividend is on hold on the payable date, reinvestment will not be performed. If a dividend is released from hold status after dividend payable date, dividend reinvestment will be performed on the day the dividend is actually paid.

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

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

Partial Shares

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

Confirmations and Periodic Statements

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

Continuing Effect of Authorization; Termination

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

Depository Trust Company's (DTC) Dividend Reinvestment Program

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

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

Optional Dividends

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

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

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

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

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

Note the following:

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

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

13. Security Interest

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

14. Applicable Laws, Rules, Regulations, and Policies

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

I also understand that all transactions and instructions related to my account are subject to Fidelity's policies and procedures, which may result in Fidelity's refusal to accept or execute any order, instruction or transfer related to my account for any reason at any time in its sole discretion. Fidelity reserves the right to restrict my account from withdrawals and/or trades for any reason, including but not limited to if there is a reasonable suspicion of fraud, diminished capacity, or inappropriate activity. Fidelity also reserves the right to restrict my account from withdrawals and/or trades if Fidelity is put on reasonable notice that the ownership of some or all of the assets in the account is in dispute.

If I am funding this account from another Fidelity account, I am aware that if I select an in-kind transfer, certain shares may not be transferable. Non transferable assets will be liquidated. I am responsible for confirming the eligibility of shares to be transferred prior to giving funding instruction and understanding any tax or other impact of shares that are liquidated.

I also understand that Fidelity's policy is to not accept orders or instructions via email. Solely at the discretion of Fidelity, and as an accommodation to me, subject to affirmative prior approval from Fidelity, Fidelity may allow me to transmit orders or instructions to Fidelity via Fidelity electronic communications system ("email"); provided, however, that I acknowledge and agree to the following when I elect to transmit electronic orders or instructions: (i) no such order or instruction shall be deemed received or accepted by Fidelity unless and until Fidelity has replied electronically via Fidelity electronic communications system or otherwise in writing affirming that the order or instruction has been received and accepted; (ii) Fidelity in its discretion may reject any email order or wire instruction; and (iii) I am solely responsible for the security and confidentiality of the email order or instruction when I transmit the order or instruction to Fidelity.

I am aware that various federal and state laws or regulations may be applicable to transactions in my account regarding the resale, transfer, delivery, or negotiation of securities, including the Securities Act of 1933 ("Securities Act"), the Securities Exchange Act of 1934, and Rules 144, 144A, 145, and 701 thereunder. I agree that it is my responsibility to notify you of the status of such securities and to ensure that any transaction I effect with you will be in conformity with such laws and regulations. I will notify you if I am or become an "affiliate"or "control person" within the meaning of the Securities Act with respect to any security held in my account. I will comply with such policies, procedures, and documentation requirements with respect to "restricted" and "control" securities (as such terms are contemplated under the Securities Act) as you may require. In order to induce you to accept orders with respect to securities in my account, I represent and agree that, unless I notify you otherwise, such securities or transactions therein are not subject to the laws and regulations regarding "restricted" and "control" securities. I understand that if I engage in transactions that are subject to any special conditions under applicable law, there may be a delay in the processing of the transaction pending fulfillment of such conditions. I acknowledge that if I am an employee or "affiliate" of the issuer of a security, any transaction in such security may be governed by the issuer's inside trading policy, and I agree to comply with such policy.

15. Electronic Delivery

I agree to conduct business with Fidelity and its affiliates electronically, which necessarily includes having my personal financial information transmitted electronically, and to electronic delivery of all documents (including my initial notice of our privacy policy) and communications related to this and all my other Fidelity accounts as detailed in the Electronic Delivery Agreement, which is incorporated herein by reference. I also agree to provide and maintain as current both my mobile number and email address to assist with account security and for the delivery of transactional alerts and communications, and I consent to Fidelity's use of my email address and/or mobile number to message, call, or text me for these purposes. Message and data rates apply and frequency may vary. For help with texts, reply HELP. To opt out of texts, reply STOP. I acknowledge that I can update my contact information through my profile on *Fidelity.com*.

16. Data Security

I agree to keep secure my account number, and will not share any username and password I use in connection with my account with others, including but not limited to, my Authorized agent/Advisor. I understand that electronic (including wired and wireless) communications may not be encrypted, I acknowledge that there is a risk that data, including email, electronic and wireless communications, and personal data, may be accessed by unauthorized third parties when communicated between me and Fidelity or between me and other parties. I also agree to protect Fidelity against losses arising from my usage of market data and other information provided by third parties.

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

18. Premiere Select Crypto® IRA for Wealth Managers

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

I understand that while FBS, NFS, and FDA are affiliates of one another, they provide separate and distinct services to me. In particular, my Crypto Account is an account for the custody and trading of digital assets, and is provided by FDA, a New York state-chartered, limited liability trust company (NMLS ID 1773897). Digital assets are not insured by the Federal Deposit Insurance Corporation ("FDIC") nor the SIPC. Brokerage services in support of securities trading are provided by FBS, and related custody services are provided by NFS, each a registered broker-dealer and member NYSE and SIPC. Neither FBS nor NFS offers digital assets; acts as my or FDA's agent for digital asset transactions; receives, acquires, or holds any of my digital assets; nor is otherwise responsible for transactions in my Crypto Account with FDA.

I understand linking my Brokerage Account with my Crypto Account will facilitate money movement functionality between these accounts, and

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

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

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

19. Integrated Wealth Management

Provisions of Enrollment of Account into Integrated Wealth Management

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

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

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

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

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

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

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

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

Eligible Accounts

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

Eligible Securities

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

Principal and Income Accounting

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

a. Cash Receipts into a Brokerage Account

Fidelity will credit the principal portfolio of my account for:

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

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

b. Cash Disbursements from a Brokerage Account

Fidelity will debit the principal portfolio of my account for:

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

Fidelity will debit the income portfolio of my account for:

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

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

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

Assets Held Away

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

20. Commissions/Fees/Pricing

I hereby authorize my Authorized agent/Advisor(s) to enter into a schedule of interest rates, commission rates, and other fees that Fidelity will charge my account for its services. My Authorized agent/Advisor(s) will direct Fidelity to have my account be subject to an Asset-Based Pricing Schedule or a Transaction-Based Pricing Schedule [as determined by my Authorized agent/Advisor(s)]. I understand that some accounts that are subject to Transaction-Based Pricing will also be subject to a Custody Fee as determined by my advisor. The Custody Fee will be a flat fee or a fee calculated on the average daily balance of all assets in my account multiplied by the Custody Fee rate, adjusted to a monthly amount and charged quarterly in arrears. The Custody Fee for the quarter will be the sum of the monthly amounts for the quarter. I understand that the Custody Fee is for services Fidelity provides to my account and is in addition to other fees and transaction charges applicable to my account and may be amended from time to time. I represent that my Authorized agent/Advisor(s) has informed me of the pricing schedule applicable to my account and I agree to be bound thereby. I acknowledge, understand, and agree that it is the sole responsibility of my Authorized agent(s)/Advisor(s) to determine whether these applicable fees, as well as any modifications thereto, are appropriate.

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

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

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

Use of Funds Held Overnight

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

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

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

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

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

24. Extraordinary Events

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

25. Payment of Items

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

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

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

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

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

If I Utilize the Bank Sweep As My Core Position

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

26. Liability for Costs of Collection

I am liable for payment upon demand of any debit balance or other obligation owed in any of my accounts or any deficiencies following a whole or partial liquidation, and I agree to satisfy any such demand or obligation. I agree to reimburse Fidelity for all reasonable costs and expenses incurred in the collection of any debit balance or unpaid deficiency in any of my accounts, including, but not limited to, attorneys' fees.

27. Security Interest

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

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

28. Settlement of Transactions

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

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

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

31. Trading Authorization; Allocation of Responsibilities

A. I authorize one or more Authorized agent(s)/Advisor(s) to execute trades on my account, and Fidelity is authorized to accept any trading, servicing, or account-related instruction of the Authorized agent(s)/Advisor(s) on my behalf. Fidelity reserves the right, but is not obligated, to confirm with me any of my Authorized agent's(s')/Advisor's(s') instructions prior to acting on such instructions, including requests to change the address on my account. The Authorized agent(s)/Advisor(s) may inquire in and trade in my account as specified, and Fidelity is authorized to accept the instructions of the Authorized agent(s)/Advisor(s). The authorization shall be applicable to all assets I hold in the specified account. Except as otherwise provided, for through a separate Asset Movement Authorization, the Authorized agent(s)/Advisor(s) is not authorized to withdraw, or direct the withdrawal of, assets from my account or to designate a beneficiary(ies) for my account as part of the servicing instructions.

B. I understand and agree that:

1. Fidelity is authorized to accept the instructions of the Authorized agent(s)/Advisor (s) on my behalf, **including changes to my account address instructions.** This authorization shall be applicable to all assets I hold in the specified account.
2. By granting trading authorization to my Authorized agent/ Advisor, I understand and agree that my advisor will have the ability to instruct Fidelity to initiate transfers of cash from my bank account to my Fidelity account, based on standing written funds transfer instructions provided by me to Fidelity.
3. Fidelity is further authorized to act upon my Authorized agent's(s')/Advisor's(s') instructions to aggregate transaction orders for my account with orders for one or more other accounts over which Authorized agent(s)/Advisor(s) has trading authorization or to accept or deliver assets pursuant to a separately executed authorization I have granted to my Authorized agent(s)/Advisor(s), in transactions executed by other broker/dealers where Authorized agent(s)/Advisor(s) has so aggregated orders. I agree that if any such aggregated order is executed in more than one transaction, my portion of such order may be deemed to have been at the weighted average of the prices at which all of such transactions were executed.

32. Asset Movement Authorization

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

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

Level I Limited (First Party Only)

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

Level I (First and Third Party)

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

Level II

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

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

I understand and agree that:

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

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

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

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

Level of Authorization

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

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

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

– Normal – if I am at least age 59½.

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

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

– Death Distribution.

Note:

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

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

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

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

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

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

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

– Distribution(s) due to disability.

– Distribution(s) to correct an excess contribution.

– A rollover to an employer-sponsored retirement plan.

Standing Instructions

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

Roth Conversions

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

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

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

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

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

Notice of Withholding

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

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

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

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

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

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

33. Authorization to Pay Fees

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

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

34. Outsourced Agent Authorization ("OAA")

By selecting OAA, I authorize Fidelity to accept instructions from the Primary Authorized agent/Advisor on my Account to add or remove other eligible Authorized agent(s)/Advisor(s) to or from my Account without direct instruction from me. I understand and agree that any Authorized agents/Advisors added to my Account pursuant to OAA will have the same trading, asset movement, and fee deduction authorization I grant to my Primary Authorized agent/Advisor. I agree that all of representations I make in this Agreement with respect to my Authorized agents/Advisors and any of the authorizations referenced herein also apply to all Authorized agents/Advisors added to my account pursuant to this OAA. I further agree that Fidelity has no role in, nor any duty to monitor or oversee the addition or removal by my Primary Authorized agent/Advisor of any Authorized agent/Advisor pursuant to this OAA.

35. Core Transaction Account

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

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

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

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

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

Government Money Market Funds

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

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

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

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

If my account is eligible (as defined in the Bank Deposit Sweep Program (BDSP) Disclosure documents), and a BDSP is available, a BDSP may be selected as the Core Position in my Account. If elected by me or my Authorized agent/Advisor at any time, the cash balance in my core account will be swept to an FDIC insurance-eligible interest-bearing account at a Bank(s), subject to applicable FDIC insurance coverage limits. Cash balances held at each Bank will be eligible for FDIC insurance up to $250,000 (principal plus accrued interest) per depositor in each insurable capacity (i.e., individual, joint, etc.) per Bank,

in accordance with applicable FDIC rules. All deposits (for example, deposits you may make at the Bank outside of the Bank Deposit Sweep Program plus the Bank Deposit Sweep Program cash balance) held by an individual in the same right and legal capacity and at the same Bank are insured up to $250,000 as described above. Joint accounts owned by two individuals are insured up to $250,000 as described above for each co-owner (again, in the aggregate for all joint account Bank Deposit Sweep Program and non-Bank Deposit Sweep Program joint account balances) at each Bank. Special rules apply to insurance of trust deposits. The amount of FDIC coverage will be limited by the number of Banks in the Bank Deposit Sweep Program, the number of Banks in which my money is deposited, and other factors as more fully described in the Bank Deposit Sweep Program Disclosure documents. Beginning on or around June 30, 2022, Cash Balances that cannot be placed at a Program Bank due to capacity limits, shall be swept to a Money Market Overflow as described herein. In the event that I have funds swept to a Money Market Overflow, it will have a material impact on my insurance coverage, how interest is calculated, and how funds are placed and withdrawn.

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

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

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

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

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

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

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

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

Money Market Overflow Component of the BDSP

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

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

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

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

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

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

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

If funds are swept from a Program Deposit Account into the MMKT Overflow, such funds will no longer be eligible for FDIC insurance but will be subject to SIPC protection, up to certain limits as further described above. More details about the MMKT Overflow Fund can be found in the MMKT Overflow Fund's prospectus, which will be made available to me when applicable. From time to time, and as part of the management of the Program, if additional deposit capacity becomes available, Fidelity may periodically sweep funds out of the MMKT Overflow. I will be notified in advance of any MMKT Overflow Fund Rebalance Event. Notice will be provided to me in writing. In addition,

the notice will inform me of approximately when such Rebalance Event will be implemented. Continued use of my Account and/or the Program after notice of a Rebalance Event will constitute my consent to such an event and the changes described therein.

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

Core Options for Non-U.S. Customers

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

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

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

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

Credits to My Account

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

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

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

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

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

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

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

If I Utilize the BDSP as My Core Position

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

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

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

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

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

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

Debits to My Account

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

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

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

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

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

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

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

36. Choice of Marketplace

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

37. Payment for Order Flow

Fidelity transmits customer orders for execution to various exchange market centers based on a number of factors. Such factors include: size of order, trading characteristics of the security, favorable execution prices (including the opportunity for price improvement), access to reliable market data, speed of execution, liquidity enhancement opportunities, availability of efficient automated transaction processing, and reduced execution costs through price concessions from the market centers. Certain of the market centers may execute orders at prices superior to the publicly quoted market in accordance with their rules or practices. While a customer may specify that an order be directed to particular market center for execution,* the order routing policies, taking into consideration all of the factors listed above, are designed to result in favorable transaction processing for customers. Fidelity will furnish payment for order flow and order routing policies to me on an annual basis.

Fidelity receives remuneration, compensation or other consideration for directing customer orders for equity securities to particular Broker-Dealers or market centers for execution. Such consideration, if any, takes the form of financial credits, monetary payments or reciprocal business.

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

38. Receipt of Communications

Communications may be sent to me at the U.S. postal or electronic mail address of record listed on my application or at such other address I may hereafter give Fidelity, and all communications so sent to me shall be deemed given to me personally, whether actually received or not. I understand that I should promptly and carefully review the transaction confirmations and periodic statements and notify Fidelity immediately of any errors. Information contained on transaction confirmations and account statements is conclusive unless I object in writing immediately after its being transmitted to me or my Authorized agent(s)/Advisor(s).

All account communications for the account being established with this application will be sent to the account address in conjunction with the paper or electronic delivery preference on the account and be deemed to have been received by me at such address.

39. Monitoring My Account and Notifying Fidelity of Errors

As an account owner, I am responsible for monitoring my account. This includes making sure that I am receiving transaction confirmations account statements, and any other expected communications. It also includes reviewing these documents to see that information about my account is accurate and contains nothing suspicious. In addition, confirmations and statements are legally presumed to be accurate unless I specifically tell Fidelity otherwise. If I have not received a communication I expected, contact Fidelity, then follow up with written confirmation. I agree to notify Fidelity immediately if:

- I placed an order electronically but did not receive a reference number for it (an electronic order is not considered received until Fidelity has issued an acknowledgment)
- I received confirmation of an order I did not place or any similar conflicting report
- There is any other type of discrepancy or suspicious or unexplained occurrence relating to my account
- My password or access device is lost or stolen, or I believe someone has been using it without authorization
- I did not authorize a fee my Authorized agent/Advisor deducted from my Account for its services

If any of these conditions occurs and I fail to notify Fidelity immediately, neither Fidelity nor any other Fidelity affiliate will be liable for any consequences. If I do immediately notify Fidelity, Fidelity's liability is limited as described in this agreement. With any feature or service that is governed by a separate agreement (such as an options trading agreement), note that different policies concerning error resolution and liability may apply, as described in the separate agreement. If, through any error, I have received property that is not rightfully mine, I agree to notify Fidelity and to immediately return the property and any earnings it may have yielded. If Fidelity identifies an error in connection with property I have received from or through us or a Fidelity affiliate and determine it is not rightfully mine, I agree that Fidelity may take action to correct the error, which may include returning such property to the rightful owner.

40. Periodic Reports

I will receive a statement of all transactions quarterly, and monthly in the months where there is activity in my account, unless I have authorized on the Application to direct all written trade confirmations to my Authorized agent/Advisor in lieu of sending them to me directly. If I have elected to receive quarterly account statements detailing all trade confirmations in lieu of immediate trade confirmations, I understand that receiving quarterly account statements impacts my ability to monitor as promptly the trading activity and investment decisions made by my Authorized agent/Advisor. I acknowledge my Authorized agent/Advisor is my fiduciary and has investment discretion over the account, that Fidelity has no responsibility for the trading activity in the account or for monitoring the trading in my account, and that Fidelity's role is limited to carrying out my Authorized agent(s)/Advisor(s) instructions relating to

the trading activity and investments in my account. I can revoke these instructions with written notice to you. The brokerage statement will detail: securities bought or sold in my securities account; all purchases of merchandise, services and cash advances made with the check or debit card; redemption checks; the number of fund shares that were purchased or redeemed for me; and electronic funds transfers and monthly fees assessed. By authorizing Fidelity to deliver prospectuses to my Authorized agent/Advisor in lieu of sending them to me, I acknowledge that I will not receive prospectuses on securities held in my account and that it is my responsibility to evaluate the appropriateness of trading decisions made by my Authorized agent/Advisor.

41. Purchase of Precious Metals

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

42. Callable Securities Lottery

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

43. Fractional Share Trading

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

Trading

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

Trade Execution

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

Shareholder Rights

Fractional share interests in an NMS security generally have different rights from full share interests of the same NMS security. I will read the following information carefully to understand my rights regarding my fractional share interests. Fractional share positions cannot be transferred or certificated. The Automated Customer Account Transfer System does not support fractional share positions. If I want to transfer my account

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

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

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

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

Undistributable Interests

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

Tax Treatment

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

Additional Considerations

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

44. Modifications and Miscellaneous

I understand that no provision of this Agreement can be amended or waived except by Fidelity, with notice to my Authorized agent(s)/ Advisor(s) and/or me. I agree to the terms and conditions set forth in this Client Agreement as they are today and as they be amended in the future. If any provision of this Agreement becomes inconsistent with any present or future law or regulation of any entity having regulatory jurisdiction over it, that provision will be superseded or amended to conform with such law and regulation, but the remainder of this Agreement remains in full force and effect.

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

This Agreement and its enforcement shall be governed by the laws of the Commonwealth of Massachusetts; shall cover individually and collectively all accounts that I may open or reopen with Fidelity; and shall inure to the benefit of Fidelity's successors and assigns, whether by merger, consolidation, or otherwise. Fidelity may transfer my account to my successors and assigns, and this agreement shall be binding upon my heirs, executors, administrators, successors, and assigns.

45. Consumer Reporting Agencies

Fidelity may report information about my account to credit bureaus. Late payments, missed payments, or other defaults on my account may be reflected in my credit report.

Fidelity may also provide information about me and my account, as well as the activity in my account, to one or more consumer reporting agencies. If I believe that information Fidelity has provided about me or my account, or the activity in my account, is not accurate, I may notify Fidelity at:

Fidelity Investments
Attn: Customer Data Disputes
PO Box 770001
Cincinnati, OH 45277-0045

In order for Fidelity to investigate any dispute that I may submit to Fidelity with respect to information that Fidelity has provided, I will provide Fidelity with the following information:

(1) My name, address, and account number;
(2) An identification of the specific information that I believe is not accurate; and
(3) An explanation of the basis for my dispute.

46. Assignment

The Authorized agent(s)/Advisor(s) shall not assign this Agreement or any of its rights hereunder, nor delegate any of its obligations hereunder, without the prior written consent of me and Fidelity; provided, however, consent shall not be required in the case of assignment where Authorized agent(s)/Advisor(s) assigns its rights in whole (but not in part) under this Agreement in the event of any assignment by merger, acquisition, or otherwise by operation of law. Any assignment by the Authorized agent(s)/Advisor(s) in contravention of the foregoing shall be deemed null and void. The provisions of the Agreement will be binding upon and inure to the benefit of the respective successors and permitted assigns.

47. Termination of Account

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

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

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

46. Termination of Authorizations

The authorizations I have granted in this Application and Agreement are continuing ones and shall remain in full force and effect until Fidelity is notified in writing of my death, disability or incapacity or unless revoked through written notice actually received by Fidelity. Upon written notice of my death, I understand that any authorization that I have granted herein to my Authorized agent(s)/Advisor(s) will terminate. I understand that Fidelity will require the assets in the account be transferred to my estate or beneficiaries, as applicable, and no longer will accept instructions from my Authorized agent(s)/Advisor(s) on my account. Such revocation, however, shall not affect any prior liability or obligation resulting from any transaction initiated before receipt of the revocation. Furthermore, it is understood that the authorizations and indemnity are in addition to, and in no way restrict, any rights that may exist at law or under any other agreement(s) between me and Fidelity. The authorizations and indemnity shall be construed, administered and enforced according to the laws of the Commonwealth of Massachusetts. It shall inure to the benefit of Fidelity and of any successor firm or firms (whether by merger, consolidation or otherwise) irrespective of any change(s) at any time in the personnel thereto for any cause whatsoever and to the benefit of the affiliates and the assigns of Fidelity or any successor firm. It is further understood that Fidelity reserves the right, but is not obligated, to request authorization from me prior to executing any transaction requested from my Authorized agent/Advisor, and to cease accepting instructions from my Authorized agent/Advisor at Fidelity's sole discretion and for its sole protection. I understand that Fidelity may terminate its relationship with my Authorized agent(s)/Advisor(s) at any time for any reason without notice to me. If Fidelity terminates its relationship with my Authorized agent/Advisor, or if my Authorized agent/Advisor is otherwise removed from my Account, Fidelity will not be obligated to honor any authorization I have granted to my Authorized agent(s)/Advisor(s) in this Agreement, and I will have exclusive control over, and responsibility for, my account; and unless Fidelity notifies me otherwise, my account will become a Fidelity retail brokerage account, the fees, commissions, and other features applicable to my account will change as a result, and I can view the Fidelity retail brokerage account fees and commissions, as well as the applicable Form CRS, on *Fidelity.com*, or obtain them from Fidelity by calling 800-343-3548.

48. Pre-Dispute Arbitration Agreement

This Agreement contains a pre-dispute arbitration clause. By signing an arbitration agreement, the parties agree as follows:

(A) All parties to this agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.

(B) Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.

(C) The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.

(D) The arbitrators do not have to explain the reason(s) for their award unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 20 days prior to the first scheduled hearing date.

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

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

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

All controversies that may arise between me, my Authorized agent/Advisor, and you, concerning any subject matter, issue or circumstance whatsoever (including, but not limited to, controversies concerning any account, order, distribution, rollover, advice interaction or transaction, or the continuation, performance, interpretation or breach of this or any other agreement between me, my Authorized agent, and you, whether entered into or arising before, on or after the date this account is opened) shall be determined by arbitration in accordance with the rules then prevailing of the Financial Industry Regulatory Authority (FINRA) or any United States securities self-regulatory organization or United States securities exchange of which the person, entity or entities against whom the claim is made is a member, as I may designate. If I designate the rules of a United States self-regulatory organization or United States securities exchange and those rules fail to be applied for any reason, then I shall designate the prevailing rules of any other United States securities self-regulatory organization or United States securities exchange of which the person, entity or entities against whom the claim is made is a member. If I do not notify you in writing of my designation within five (5) days after such failure or after I receive from you a written demand for arbitration, then I authorize you to make such designation on my behalf. The designation of the rules of a self-regulatory organization or securities exchange is not integral to the underlying agreement to arbitrate. I understand that judgment upon any arbitration award may be entered in any court of competent jurisdiction.

No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class; or who is a member of a putative class action who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; or (ii) the class is decertified; or (iii) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein.

Supplemental Fees and Compensation Schedule

The fees and compensation earned by Fidelity Brokerage Services LLC ("FBS") and/or its affiliate National Financial Services LLC ("NFS"), collectively "Fidelity," as described herein are provided as additional information to help satisfy the Department of Labor service provider fee disclosure requirements. The disclosure requirements apply to qualified plans that are subject to Title 1 of ERISA. Note that if the qualified retirement plan covers "owner only," where you and/or your spouse are the only participant(s), your plan is not subject to Title 1 of ERISA. Qualified retirement plans are typically held at Fidelity in a Non-Prototype Retirement account or a Fidelity Retirement Plan account.

The following information is current as of 3/31/2024 and may be subject to change. For more information about fees and compensation, including any fees and commissions that are paid directly from your account, or specific rates and values, contact your Authorized agent/Advisor. Refer to the Brokerage Account Client Agreement or Retirement Account Client Agreement, as applicable, for more information about the services that Fidelity provides to your plan account.

Stocks

Fidelity receives remuneration, compensation, or consideration for directing orders in equity securities to particular broker-dealers or market centers for execution. The payer, source, and nature of any compensation received in connection with your particular transaction will vary based on the venue that a trade has been routed to for execution. Review Fidelity's annual disclosure on payment for order flow policies and order routing policies. If you require further information in advance of a transaction, contact your Authorized agent/Advisor.

In certain circumstances, NFS will also earn additional compensation from SIMON Markets, LLC for structured products purchased by you on the SIMON website.

Fidelity makes certain new issue products available without a separate transaction fee. Fidelity may receive compensation from issuers for participating in the offering as a selling group member. The compensation Fidelity receives from issuers when acting as a selling group member is reflected in the "Range of Fees from participating in Selling Group" column.

Securities	Range of Fees from Participating in Selling Group
IPOs	1.2% to 4.2% of the investment amount
Follow-ons*	0.6% to 2.4% of the investment amount

* A follow-on offering can be the issuance of additional shares by the company or sale of shares by an existing shareholder.

Refer to the applicable pricing supplement or other offering document for the exact percentage of sales concession or underwriting discount.

Bonds and Certificates of Deposit (CDs)

New issues, primary purchases (all other fixed-income securities except U.S. Treasury)

Fidelity makes certain new issue products available without a separate transaction fee. Fidelity may receive compensation from issuers for participating in the offering as a selling group member and/or underwriter. The compensation Fidelity receives from issuers when acting as both underwriter and selling group member is reflected in the "Range of Fees from Underwriting" column. When Fidelity acts as underwriter but securities are sold through other selling group members, Fidelity receives the underwriting fees minus the selling group fees.

BONDS

Securities	Range of Fees from Participating in Selling Group	Range of Fees from Underwriting
Agency/GSE	N/A	0.05% to 1% of the investment amount
Corporate Notes	0.01% to 2.5% of the investment amount	0.01% to 3% of the investment amount
Corporate Bonds	0.01% to 2.5% of the investment amount	0.05% to 3% of the investment amount
Municipal Bonds* and Taxable Municipal Bonds	0.001% to 2.5% of the investment amount	0.001% to 2.5% of the investment amount
Structured Products	0.025% to 5% of the investment amount	N/A
Preferred Securities	2% of the investment amount	2% to 3% of the investment amount

* When NFS acts as a selling group member, NFS may receive a flat annual fee from a third-party underwriter for access to certain channels.

Refer to the applicable pricing supplement or other offering document for the exact percentage of sales concession or underwriting discount.

CDs

Securities	Range of Fees from Participating in Selling Group	Range of Fees from Underwriting
CDs, including CDIPs (inflation protected)	0.1% to 2% of the investment amount	0.1% to 2.5% of the investment amount
Structured Products	0.05% to 5% of the investment amount	N/A

Secondary Market Bond Transactions

The offering broker, which may be NFS, may separately mark up or mark down the price of the security and may realize a trading profit or loss on the transaction. Compensation may be used to offset expenses incurred in trade processing and may not result in a profit to the firm. If NFS is not the offering broker, Fidelity compensation is limited to the prices above.

Mutual Funds, Alternative Investment Funds and ETFs

Fidelity receives fees from certain unaffiliated product providers to compensate Fidelity for maintaining the infrastructure required to accommodate unaffiliated product providers' investment products in one or more of Fidelity's distribution channels, including retail, workplace and intermediary channels These fees vary by providers, but in each case the fee is a fixed amount that is less than .07% of the product provider's assets in the Fidelity distribution channel(s) for which it applies. In addition, certain unaffiliated product providers may pay Fidelity an annual firm maintenance fee and other fees as well as a flat, uniform, annual fee related to an exclusive marketing, engagement and analytic program.

Fidelity may also receive annual payments from other fund families, including American Funds Distributors ("AFD"), to compensate Fidelity for other services, including providing access to financial intermediaries and investors in certain Fidelity channels and providing a platform to support the provision of investment guidance and service to financial intermediaries and investors, and promoting operational efficiencies. It is anticipated that payments from AFD would not exceed .08% annually of American Fund assets in all retail, workplace and intermediary channels maintained by Fidelity, subject to certain exclusions.[1]

Fidelity has contracted with certain mutual funds and other investment products, their investment advisors or their affiliates in connection with access to, purchase or redemption of, and/or the ongoing maintenance of positions in mutual fund shares and other investment products ("funds"). Some funds, or their affiliates, pay Fidelity sales loads and 12b-1 fees described in the prospectus or other offering documents as well as additional compensation for shareholder services, advisor education, and other programs. Fidelity may receive annual product maintenance fees of up to $2,000 and may charge certain fund families a minimum monthly payment of $500–$1,000 per fund.

No Transaction Fee (NTF) Mutual Funds and ETFs

For mutual funds participating in the NTF program, certain ETFs and certain alternative investments, Fidelity typically receives compensation that can range from 1 to 99 basis points (bps) based on average daily assets. As of 12/31/2023, 52% of the mutual funds currently in the NTF program are in 15 basis point range and 42% of the mutual funds currently in the NTF program are in the 35 to 40 basis point range. As of 12/31/2023, 76% of assets held in these funds are in the 15 basis point range, 17% of assets held in these funds are in the 35 to 40 basis point range and less than 1% of assets are in the range above 50 basis points. Alternative investment funds compensate at a maximum of 50 basis points.

All or a portion of NTF compensation may be funded with 12b-1 or shareholder service fees as described in the fund's prospectus.

Transaction Fee (TF) Mutual Funds

For mutual funds participating in the TF program, Fidelity receives compensation based on: (1) per-position fees that typically range from $3 to $25 per brokerage account, or (2) administrative fees of 1 to 20 basis points based on average daily assets. As of 12/31/2023, (1) 98% of the mutual funds participating in the TF program that have a position-based fee are in the $10–$19 per-position fee range and (2) 78% of the mutual funds participating in the TF program that have an asset-based fee are in the 5 to 10 basis point range.

TF compensation is in addition to 12b-1 or shareholder service fees as described in the fund's prospectus.

If you would like more information, call your Authorized agent/Advisor.

Certain ETF sponsors pay an asset-based fee in support of their ETFs on Fidelity's platform that supports services, including related shareholder support services, the provision of calculation and analytical tools, as well as general investment research and education materials regarding ETFs. Fidelity does not receive payment from these ETF sponsors to promote any particular ETF to its customers and these ETF's shares are not marginable for 30 days after purchase. Customers purchasing shares in a limited number of ETFs that are not supported by their providers will be subject to a service fee up to $100.

Compensation Paid to Fidelity by Your Authorized Agent/Advisor

Fidelity may receive compensation from your Authorized agent/Advisor based on either assets held in your account or trading activity performed in your account by you or your Authorized agent/Advisor. Refer to the Asset-Based Pricing Supplement and contact your Authorized agent/Advisor to obtain specific details about the rates of compensation paid to Fidelity.

Other Investments

Unit Investment Trusts

NFS makes certain new issue products available without a separate transaction fee. NFS may receive compensation for reaching certain sales levels, which range from 0.035% to 0.175% of the monthly volume sold.

Other Fees and Compensation

Use of Funds Held Overnight

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

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

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

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

Fidelity Retirement Plan Accounts (including Profit Sharing, Money Purchase, and the Fidelity Self-Employed 401(k) plans) for Customers that Reside Outside the United States

For individuals who reside outside of the United States in any country other than Canada (as described in the Core Options for non-U.S. Customer section of the Retirement Customer Account Agreement ("Agreement")), deposits to their Fidelity retirement account may be held in the Intra Day Free Credit Balance as more fully described in the Agreement. To the extent such amounts generate earnings, such earnings will be realized by NFS at rates approximating the Effective Federal Funds Rate. NFS's compensation is the amount of earnings reduced by any interest paid to your Broker-Dealer or your Account.

[1] *As described in American Funds prospectuses, AFD has discretion as to the amount of the payment, if any; the criteria to determine any payment includes sales, assets, and cash flows as well as qualitative factors.*

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Asset-Based Pricing Supplement

This supplement sets forth the terms and conditions for Asset-Based Pricing. Contact your Authorized agent(s)/Advisor(s) to determine if this supplement applies to your account.

This Fidelity Asset-Based Pricing Supplement ("Supplement") is part of my Client Agreement with Fidelity Brokerage Services LLC ("FBS") and National Financial Services LLC ("NFS") (together, "Fidelity"). Unless otherwise defined in this Supplement, defined terms have the same meaning as in my Client Agreement. In the event any provision in this Supplement conflicts or is inconsistent with any provision of my applicable Client Agreement, the provisions of this Supplement will control for matters related to me or my Authorized agent(s)/Advisor(s) having chosen Asset-Based Pricing ("ABP") for my Account(s). In the event that any provisions in this Supplement or my Client Agreement conflicts or is inconsistent with any provision of the Premiere Select IRA Custodial Agreement and Disclosure Statement, or Premiere Select Roth IRA Custodial Agreement and Disclosure Statement, as applicable, the provisions of the Premiere Select IRA (or Roth IRA) Custodial Agreement and Disclosure Statement will control. As noted in the Client Agreement, I have authorized my Authorized agent(s)/Advisor(s) to enter into such schedule of interest rates, commission rates and any other fee schedules for my accounts. Account(s) chosen for Asset-Based Pricing ("ABP Account(s)") will, subject to certain restrictions, receive FBS's customary securities brokerage services, as set forth in the Client Agreement, for an asset-based fee ("Asset-Based Fee" or "ABF") based on the value of certain assets in ABP Accounts, generally in lieu of paying commissions to FBS at at the time of each transaction. See Paragraph 3 below for a description of other fees and charges not included in the ABF.

I understand that the ABF for each account is calculated and charged based only on the assets held in that account and does not take into consideration any other accounts or assets held at Fidelity.

1. **Chargeable Assets.** As used in this Supplement, "Chargeable Assets" mean:
   - all assets in the account excluding the following assets which are defined as non-chargeable: cash and core sweep vehicles (including core money market funds), non-core Fidelity money market funds, no transaction fee (NTF) mutual funds, mutual funds with a load or sales charge, Fidelity mutual funds, alternative investments, Unit Investment Trusts (UITs), and international securities that settle and are held in local currency. Note that an international security that is held in USD will be charged an asset-based fee.

   Fidelity may change the definition of Chargeable Assets anytime, and any change will be effective in the following billing period with notice to me and my Authorized agent(s)/Advisor(s). Changes in these definitions may affect the ABF rate I am charged. In the event an Asset is deemed at any time to be non-chargeable, I understand transaction fees shall apply.
2. **Asset-Based Fee.** I agree to pay FBS an ABF calculated by applying the ABF as it has been communicated to me by my Authorized agent(s)/Advisor(s) to the average daily balance of Chargeable Assets held in each ABP Account. I understand that I may be subject to a minimum fee per billing period. The fees shall be communicated to me by my Authorized agent(s)/Advisor(s). I authorize Fidelity to provide notice of my fees or any changes in my fees to my Authorized agent(s)/Advisor(s) and I will be bound by such notice. It is my responsibility to determine from my Authorized agent(s)/Advisor(s) the fees being charged. A copy of my fee schedule can be obtained from Fidelity upon request.

   For each ABP Account, the ABF is calculated by applying the Annual Percentage Rate (measured by "basis points" or "BPS") to the average daily balance of the Chargeable Assets in each ABP Account (schedule may be dependent on turnover classification of my account). The ABF shall be charged in arrears based on the average daily balance of Chargeable Assets in the ABP Account for the billing period. FBS will calculate the ABF for each billing period by multiplying the average daily balance of Chargeable Assets for each month by the corresponding BPS (adjusted to a monthly amount by multiplying the annual percentage rate by the number of days in the month divided by 365 days (or, 366 days in the case of a leap year) of the applicable schedule of my Authorized agent/Advisor. The ABF for the billing period will be the sum of the monthly amounts for the billing period. This shall be the ABF fee billed for the billing period unless the sum is less than the period's applicable minimum account fee ("Minimum Fee") described below. The ABF shall be charged to an account on or about the seventh day of the second month following the end of each billing period.

   Accounts may be subject to a Minimum Fee to be billed by FBS on the same day as the ABF. The Minimum Fee does not apply when the ABP Account's ABF for the billing period exceeds the applicable Minimum Fee. The Minimum Fee charged will be reduced by the amount of the ABF charged to the ABP Account. Accounts may also be subject to an annual trade cap and excess trade fee payable to FBS applied to all trades in excess of the trade cap ("Trade Cap Fee"). The trade cap is based on the number of trades executed on all asset types and is calculated on an annual basis at the anniversary of the funding of the account or the establishment of the ABP on the account ("Anniversary Date"). Trade counting is done on a 12-month basis from the account's Anniversary Date. Certain assets may be excluded from the trade cap. For further details, contact your Authorized agent(s)/Advisor(s).

   The ABF, Minimum Fee, and Trade Cap Fee may be changed by FBS in its discretion. I authorize Fidelity to provide notice of my fees or any changes in my fees to my Authorized agent(s)/Advisor(s) and I will be bound by such notice. It is my responsibility to determine from my Authorized agent(s)/Advisor(s) the fees being charged. The amounts charged for ABF or Minimum Fees, if applicable, will be shown on my account statement.

   Payment of the ABF generally will be made first from free credit balances (from my core money market mutual fund, in the case of IRAs), next from the liquidation of shares of money market funds, and finally from the liquidation of any remaining securities or other property. Transfers into the ABP Account(s) of Chargeable Assets will be subject to the ABF or Minimum Fee, if applicable.
3. **Other Fees and Charges.** The ABF does not cover all fees and charges that apply to my ABP Accounts. The ABF does not cover brokerage costs associated with Non-Chargeable Assets held in my ABP Accounts or with securities and other property held outside my ABP Accounts. The ABF does not cover certain charges including but not limited to transfer taxes, regulatory and exchange fees electronic fund and wire transfer fees, storage, fabrication and delivery fees for precious metals, auction fees, debit balances, margin interest, certain odd-lot differentials, other charges imposed by law, charges imposed by custodians other than Fidelity, fees in connection with custodial, trustee and other services rendered by a Fidelity affiliate, certain fees in connection with trust accounting, or the establishment, administration, or termination of retirement or profit sharing plans, and fees for other products and services that Fidelity or its affiliates may offer. Customary brokerage costs will apply to purchases and sales of Non-Chargeable Assets in my ABP Account, and these charges may be applied on a per-trade basis. My ABP Account also may be subject to Supplemental Charges and Closing Fees (defined below).
   a. **Closing Fee.** FBS may charge a fee ("Closing Fee") at the time of the termination of this Supplement or the closing of an ABP Account. This fee is in addition to any IRA termination/liquidation fees that may be applied.
   b. **Agency and Principal Trades.** For agency transactions, I will pay FBS the ABF in lieu of the commission, if any, that otherwise would be charged on a per-trade basis. However, I understand that principal transactions will be effected by NFS at a net price reasonably related to the prevailing market price and will include a dealer spread (normally the difference between the bid and the offer price). The dealer spread will vary based on a number of factors such as the nature and liquidity of the security. I further understand that NFS generally will receive a markup, charged

directly to me at time of trade, as compensation for its services in executing principal trades because of the dealer spread or because of any gains resulting from changes in the prices of securities and other property held for NFS's own account before sale to, or after purchase from, me.

c. **Underwritten Offerings.** ABP fees will be applied to underwritten offerings of eligible individual equities and fixed income securities purchased or held in my ABP Accounts. Underwritten offerings generally will be purchased only at the public offering price, which includes sales compensation. FBS's affiliate, NFS, may receive a selling concession or other compensation which is part of the underwriting commission that is described generally in the relevant offering documents.

d. **Commissions and Other Charges of other Broker-Dealers.** The ABF does not cover commissions, commission equivalents, or other charges on transactions my Authorized agent(s)/Advisor(s) place with broker-dealers other than Fidelity that settle into or from my ABP Account. Any such charges will be separately charged to my ABP Account. ABP fees will be applied to Chargeable Assets in my ABP Account that are purchased or sold through other broker-dealers but custodied at Fidelity. I understand that my Authorized agent(s)'/Advisor(s)' use of Fidelity's Prime Brokerage Services or other trade away programs will involve execution of transactions for my ABP Account by broker-dealers other than Fidelity, and that such transactions will be subject to additional fees charged by Fidelity for its Prime Brokerage Services or other trade-away program. Because I will be charged commissions, commission equivalents, dealer markups, markdowns, or other charges on transactions my Authorized agent(s)/Advisor(s) place with broker-dealers other than Fidelity – which will be in addition to the ABF I pay FBS under this Supplement – I recognize that my Authorized agent(s)/Advisor(s) could have an incentive to execute most transactions for settlement into my ABP Account through Fidelity. This incentive could, in some circumstances, conflict with my Authorized agent(s)'/Advisor(s)' duties to obtain best execution of transactions for my ABP Account.

4. **Valuation of Chargeable Assets.** For purposes of determining the market value of the Chargeable Assets in my ABP Accounts, securities listed on a national securities exchange will be valued, as of the valuation date, at the closing price on the principal exchange on which they are traded, if available. Otherwise, securities and other property in my ABP Account will be valued in a manner determined by Fidelity in good faith to reflect their estimated fair market value. Fidelity may use prices obtained from third-party vendors. While Fidelity believes these sources to be reliable, Fidelity's valuation of Chargeable Assets for purposes of this Supplement should not be considered a guarantee of any kind whatsoever of the value of any assets in my ABP Accounts. The actual prices at which securities may be bought and sold may be different from those used for purposes of this Supplement. The ABF and other ABP fees will apply to short market positions in Chargeable Assets. Chargeable Assets purchased on margin are subject to the ABF and the market value of the Chargeable Assets will not be reduced by the amount of any margin indebtedness or increased by the amount of any credits. I understand that margin is not available on my Premiere Select IRAs (or Premiere Select Roth IRAs).

5. **Acknowledgements.** I understand and agree that:

a. **Special Considerations.** I have determined in consultation with my Authorized agent(s)/Advisor(s) that participation in this ABP arrangement ("ABP Arrangement") is suitable and appropriate for me. **ABP Arrangements are not right for everyone.** In deciding whether this arrangement is appropriate, I have carefully considered, in consultation with my Authorized agent(s)/Advisor(s), all relevant factors, including my past and anticipated trading practices and holdings of Chargeable Assets, my Authorized agent(s)'/Advisor(s)' investment strategies and trading patterns (including the frequency of trading and the number and size of the transactions that my Authorized agent(s)/Advisor(s) order for my ABP Accounts), the costs and potential benefits of this arrangement as compared to paying commissions to FBS on a per-trade basis, and my investment objectives and goals. I understand that, depending on the circumstances, the brokerage and execution services offered through this arrangement would be available for less money if I paid commissions and execution costs on a per-trade basis. I have also considered whether this arrangement is appropriate if I primarily intend to hold the types of Chargeable Assets or engage in the trading strategies described below:

- "Buy and Hold" Investors. This arrangement is designed for investors who trade with some regularity and may not be appropriate if I do not intend to trade or intend to make only a small number of trades. It may not be appropriate for me to include in my ABP Account existing securities or other property that I intend to hold for a long time.
- Short-Term Trading Activity. ABP Accounts are not intended for day trading (i.e., the practice of purchasing and selling or selling and purchasing the same positions in one trading day) or other short-term or excessive trading activity, including excessive options trading. If I engage in trading activities Fidelity views as excessive, I may be subject to additional charges and/or FBS may restrict my ABP Account and/or convert it to a transaction-based account which shall effectively terminate this Supplement.
- Prior Commission Payments. I may transfer Chargeable Assets on which I have previously paid a commission or similar fee on a per-trade basis into my ABP Account. The ABF will be applied to these transferred securities even though a commission or other similar fee has previously been charged, and I will consider whether it is appropriate to transfer such securities and other property into my ABP Account.

b. **Arrangement Is Appropriate for Me.** I acknowledge that Fidelity has not recommended participation in this ABP Arrangement. I agree that Fidelity is not responsible for determining whether participation in this ABP Arrangement remains suitable or appropriate for me. Rather, such determination is solely mine and my Authorized agent(s)'/Advisor(s)' responsibility. Because the relevant factors bearing on the appropriateness of my participation in this ABP Arrangement may change over time, I will periodically reevaluate, in consultation with my Authorized agent(s)/Advisor(s), whether continued enrollment in this ABP Arrangement remains suitable and appropriate for me. I acknowledge that I have been given notice of all fees and other charges related to my having chosen ABP for my managed accounts. I further represent that all such fees are reasonable in light of the services being provided to me.

c. **No Investment Advice.** This ABP Arrangement is a pricing alternative, not an investment advisory service. My ABP Account is a brokerage account in which, subject to certain restrictions and except as otherwise specified herein, Fidelity provides securities brokerage services on a non-discretionary basis for an ABF. Any information or assistance Fidelity provides to me in this ABP Arrangement is solely incidental to Fidelity's business as a broker-dealer and is customarily provided or available without charge where brokerage charges are paid on a per-trade basis. Neither Fidelity nor any of its employees is acting or will act as an "investment adviser" as defined in the Investment Advisers Act of 1940 ("Advisers Act") with respect to my ABP Account. The Advisers Act will not apply to the relationship between me and Fidelity (including its employees) with respect to my ABP Account. Fidelity is not an "investment manager" and does not provide investment advice within the meaning of the Employee Retirement Income Security Act of 1974 as a result of the services provided under this Supplement, and Fidelity does not, nor will it, render advice or any other services.

d. **Payments to Affiliates; Multiple Layers of Fees.** Fidelity, its affiliates and employees may receive additional compensation in connection with specific types of Chargeable Assets as described in the Supplement. These Chargeable Assets will also be included for purposes of calculating the ABP fees. This may result in me paying multiple layers of fees on certain Chargeable Assets.

e. **Limitation of Liability; Risk Acknowledgement.** All investments involve risk, and certain types of investments involve substantially more risk than others. I (or my Authorized agent(s)/Advisor(s) will select investments for my ABP Account, and neither Fidelity nor any of its affiliates or employees will have any discretionary authority or control over my ABP Account. Fidelity, its affiliates, and employees will execute transactions for my ABP Account only as specifically instructed by me or my Authorized agent/Advisor or other authorized representative. I am responsible for any trades placed in my ABP Account and for all losses arising from or related to my ABP Account.

f. **Tax Considerations.** The ABF paid in connection with my ABP Account may be considered by the Internal Revenue Service as an investment expense, rather than a transaction charge, which may result in less favorable tax treatment for me. If I sell or redeem Chargeable Assets, including as part of a transfer described in paragraph 5, that sale or redemption of Chargeable Assets may result in adverse tax consequences. Notwithstanding anything herein to the contrary, I understand that distributions from IRAs are subject to ordinary income tax and a possible 10% penalty if I am under age 59½. I understand that Fidelity does not, and will not, offer tax advice and I am encouraged to consult a tax advisor or other qualified professional.

6. **Duration and Termination.** I agree that, even though I have signed the Client Agreement and agreed to this Supplement, Fidelity may refrain from providing the services described in this Supplement until all of Fidelity's internal procedures for establishing ABP Accounts have been completed and any necessary internal approvals have been obtained. This Supplement will become effective when accepted by Fidelity. Either party may terminate the Supplement at any time. Fidelity will accept verbal termination instructions from me directly or my Authorized agent(s)/Advisor(s). In the event of the termination of an ABP Account, this Supplement will terminate with respect to such account, but will remain in full force and effect as to any remaining ABP Accounts. Termination of this Supplement will not result in termination of the Client Agreement, the terms and conditions of which will continue to remain in full force and effect and the Client Account will be subject to transaction-based pricing which shall be communicated to me by my Authorized agent(s)/Advisor(s). In the case of any termination by me, the "Termination Date" is the last business day of the quarter in which my notice is received by Fidelity. In the case of any termination by Fidelity, the "Termination Date" is the date on which any such notice is sent by Fidelity to me. Termination of this Supplement or any particular ABP Account will not affect or preclude the consummation of any trade initiated, or any liability or obligation arising before the Termination Date, including payment of any outstanding fees.

7. **Amendments.** Fidelity may amend this Supplement on written notice to my Authorized agent(s)/Advisor(s) or me and any amendment will be effective as of the date specified by Fidelity.

The following applies only to accounts established in the Managed Account Solutions (formerly Managed Account Resources Platform ("MAS Platform"): Be advised that the billing period and householding features are unique for this platform. The MAS Platform will bill your ABP fees at the beginning of the quarter on or about the fifteenth day of the quarter. The ABP fees will be determined by applying the BPS to your account(s) previous quarter ending account balance. Within the MAS Platform, any accounts in each of the MAS Programs will be householded for purposes of calculating and billing the ABF.

Trade-Away Securities Transactions Supplement

To: Account Owner(s) ("I")

From: Fidelity Brokerage Services LLC and National Financial Services, LLC (collectively, "Fidelity")

Pursuant to the terms of my Client Agreement I have authorized Fidelity to accept any trading, servicing or account related instruction from my Authorized Agent(s)/Advisor(s), including authorizing my Authorized agent(s)/Advisor(s) to execute securities transaction directly with broker dealers that are not affiliated with Fidelity, including both domestic and foreign executing brokers ("Executing Brokers"). My Authorized agent (s)/Advisor(s) have indicated to Fidelity my Authorized agent(s)/Advisor(s) may engage in executing securities transactions with Executing Brokers. This notice is a supplement to my Brokerage Account Client Agreement and provides the details of the terms and conditions for Fidelity's role in securities transactions my authorized agent(s)/Advisor(s) execute with Executing Brokers. Defined terms have the same meaning as in my Client Agreement. I have read this information carefully and have contacted my Authorized agent(s)/Advisor(s) with any questions.

The terms of my Client Agreement authorize and direct Fidelity to accept any trading, servicing, account-related, or other instruction of my Authorized agent (s)/Advisor(s) on my behalf. This includes the execution of trade-away securities transactions ("Trade-Away Transactions") directly through Executing Brokers. If my Authorized agent(s)/Advisor(s) execute Trade-Away Transactions directly through Executing Brokers, I understand that I and my Authorized agent(s)/Advisor(s) are solely responsible for the selection of any Executing Brokers. Fidelity will have no obligation to select, monitor or supervise the Executing Brokers.

The Executing Broker will be entirely responsible for the execution and clearance of Trade-Away Transactions executed on my behalf. Fidelity, as custodian of my account, will act solely as settlement agent and will have no other responsibility whatsoever with regard to any Trade-Away Transactions. Fidelity's duties in this regard will be further conditioned on Fidelity having custody of or receiving the subject securities or other property (including cash) in good deliverable form before settlement. I understand that Fidelity has the right to cancel or disaffirm any Trade-Away Transaction in its sole discretion, including, but not limited to, if Fidelity does not receive subject securities or other property, including cash, to settle the Trade-Away Transaction, or if the locate requirement on a short transaction is not satisfied in a manner acceptable to Fidelity.

To facilitate settlement on my behalf, Fidelity may book Trade-Away Transactions through its systems in a manner that makes them appear as though they are "buys" and "sells," and may reflect this activity as a "trade" on standardized communications, including, but not limited to, periodic account statements and trade confirmations. I understand that, notwithstanding the presentation of this information on communications I receive from you, Fidelity is acting solely as settlement agent connection – Trade-Away Transactions.

I understand that I may be subject to additional trade-away fees for Trade-Away Transactions executed by Executed Brokers, including any penalties for failure to settle such transactions, and my Authorized agent(s)/Advisor(s) have informed me of the trade-away fees that may apply to my account and I agree to be bound thereby.

I understand that securities positions that are not in the possession or control of Fidelity are not covered by the SIPC protection or any additional insurance secured by Fidelity that covers positions held in my Fidelity brokerage account.

I understand that Fidelity may limit or restrict the number or volume of Trade-Away Transactions in my account. I also understand that I may be required to maintain minimum net equity levels in my Fidelity brokerage account. I understand that any such limitations or requirements will be communicated to me on an initial and ongoing basis through my Authorized agent/Advisor.

I acknowledge that direct investments in foreign markets involve various investment risks, including foreign exchange risk (the possibility that foreign currency will fluctuate in value against the U.S. dollar), increased volatility as compared to the U.S. markets, political, economic and social events that may influence foreign markets or affect the prices of foreign securities, lack of liquidity (foreign markets may have lower trading volumes and fewer listed companies, shorter trading hours and restrictions on the types of securities that foreign investors may buy and sell) and less access to information about foreign companies. Emerging markets, in particular, can be subject to greater social, economic, regulatory, and political uncertainties and can be extremely volatile. Foreign securities trading also may be subject to various credit, settlement, operational, financial and legal risks that may affect the ability of my Authorized agent(s)/Advisor(s) to engage in foreign securities transactions on my behalf and may make it more costly to access foreign markets. These risks include:

- **Physical Markets.** Certain markets may have less regulated or less liquid securities markets. In addition, some countries still rely on physical markets that require delivery of properly endorsed share certificates to effect trades. As a result, the settlement process can be lengthy (and erratic in some markets) and carry an increased risk of fails.
- **Misidentification of Securities.** Foreign companies may have multiple classes of securities, including "foreign" and "local" shares. Inadequate understanding of a foreign company's capital structure or imprecision in placing orders with Foreign Executing Brokers can result in my Authorized agent(s)/Advisor(s) purchasing the wrong securities.
- **Non-DVP Transactions.** Local trading and settlement customs frequently require non-DVP ("delivery versus payment") transactions. Unlike DVP transactions, which involve a simultaneous exchange of securities and payment, non-DVP transactions can increase counterparty risk because the purchaser pays before securities are delivered or the seller delivers securities before payment is made.
- **Trading Days and Hours.** Differences in trading days and hours can also create operational issues and complicate clearance and settlement.
- **Cross-Border Settlement.** Cross-border settlement involves the interaction of different settlement systems and differing (and potentially inconsistent) laws in each of the affected countries.
- **Trading Restrictions and Market Operations.** Foreign markets often operate differently from U.S. markets. For example, there may different periods for clearance and settlement of securities transactions and investments in foreign securities may be subject to local market trading restrictions.
- **Limited Recourse under Local Law.** A U.S. investor may not be able to sue a foreign issuer or a Foreign Executing Broker or to enforce a judgment in U.S. courts. The only available remedy may be the legal remedies that are available under foreign law, and those remedies may be limited.

I agree to indemnify and hold harmless Fidelity, its affiliates and their respective officers, directors, employees and agents from and against any and all losses, claims or financial obligations ("Losses") that may arise from any act or omission of my Authorized agent(s)/Advisor(s) with respect to my account, including Losses arising out of or relating to Trade-Away Transactions that my Authorized agent(s)/Advisor(s) may execute directly with Executing Brokers.

Statement of Business Resiliency

Continued service to our customers is the main tenet of Fidelity's business continuity management program. Priority is given to critical activities that include, but are not limited to, trading, account maintenance, and customer service. Business Continuity, Resiliency Planning & Testing are integrated to deliver customer service with minimal disruption. Fidelity implements the measures described below as part of our overall continuity plan to ensure that critical services are maintained for our customers.

Resiliency Program

Fidelity uses a resiliency model that includes architecting the environment with the ability to absorb shocks in the technologies being used. Our primary goal is to mitigate all failure points internally that would require us to activate contingency plans. Due to the critical nature of our processing, Fidelity's core systems, applications, and network infrastructure are designed with the objective of eliminating single points of failure. In addition, we have an oversight function, Enterprise Business Resiliency (EBR), as the second line of defense monitoring the Resiliency Program at Fidelity. EBR includes Business Continuity and Technology Resiliency and Recovery teams providing Business Recovery and Resiliency standards and compliance tracking. We apply our resiliency compliance standards across the Fidelity ecosystem, and as required with partners, and vendors.

Mainframe systems are in two redundant Fidelity-owned data centers, and distributed platforms are spread within two redundant data centers, across the United States. In addition, our applications in the Cloud utilize multiregionial zones and multiple geo physical locations provided by our Cloud providers.

- The data centers are equipped with redundant power and cooling systems, high-speed network connectivity, and 24/7 on-site monitoring and maintenance.
- In the event of a hardware or application failure, the redundant node within these centers will assume processing capabilities of the failed node. Regional failure will result in switching to the alternate region.
- Fidelity uses multiple application replication techniques, advanced storage, and database replication technology to ensure continuous availability of storage and data resources to our systems.

Fidelity's online services rely on a distributed, redundant infrastructure and are architected to be available 24/7 apart from scheduled weekly and monthly maintenance windows. Design consideration is given to every system component so that each is highly available.

Our distributed consumer platforms are spread across redundant data centers, and redundancy is provided within and across sites. In the event of an outage, consumer application traffic is routed away from the impacted region and the remaining sites handle full production loads. This feature is exercised monthly, consistent with our software and infrastructure resiliency standards.

In the event of a complete site failure, traffic is redirected to the alternate region/zone using application and network load balancing technologies. Fidelity maintains a fault-tolerant, high-speed network:

- The availability and utilization of Fidelity's proprietary network is monitored 24/7/365, and we respond to changes in usage and business requirements.
- Our network capacity model provides adequate bandwidth, even in contingency situations.
- Our network is designed to be fully redundant. Components such as switches, routers, and load balancers have redundancy to mitigate single points of failure.
- We use redundant Internet Service Providers to mitigate potential provider network issues.

Fidelity executes multiple exercises throughout each calendar year. Fidelity's business processes, critical infrastructure, application and data environments are exercised based on defined criticality and in accordance with our Resiliency standards.

Business Continuity

Fidelity's business continuity management program focuses on maintaining and recovering critical business processes that enable uninterrupted service to customers.

- A Business Impact Analysis (BIA) is conducted annually to determine the criticality of business processes.
- Risk assessments are conducted to identify threats requiring mitigation, and recovery plans are adjusted accordingly.
- Customer-facing business processes operate in at least two geographically diverse locations that are fully equipped and staffed. For example, Fidelity hosts several call centers, which are distributed across the United States.
- Back-office operations operate in multiple locations and/or have capability to work remotely and/or move work.
- Business recovery exercises are required at least annually. Recovery strategies of critical processes are required semiannually. Quarterly Emergency Notification System tests are performed to assess the ability to contact key managers and associates. Recovery exercises consist of performing critical process activities and validating the operating status of working remotely, application accessibility, data accessibility, and business processing capability.
- Third-party suppliers are subject to contract provisions requiring information security and business continuity capabilities consistent with service expectations. Critical suppliers are subjected to periodic risk-based assessments, with additional actions taken as needed to ensure the resiliency of our supply chains.

In support of the business continuity programs, each Fidelity business unit is required to exercise recovery of critical functions at least annually. This includes, but is not limited to, employee notification validation, event management education and training, functional recovery exercises, and tabletop exercises.

Our continuity planning teams work closely with local governments and officials in the event of an outage impacting our operations. Additionally, NFS has identified three large-scale scenarios that require particular focus: pandemics, events impacting market operations, and cyber events. Detailed response plans have been developed, and cross-disciplinary teams have been trained to address disruptions as well as these specific events.

Each Fidelity business unit has developed the capabilities to recover both operations and systems. All continuity plans are designed to account for disruptions of various lengths and scopes, and to ensure that critical functions are recovered to meet their business objectives. Dedicated teams within our technology organizations ensure that critical applications and data have sufficient redundancy and availability to minimize the impact of an event. Key components of NFS's business continuity plan include:

- Alternate physical locations and preparedness
- Alternative means to communicate with our customers and employees
- Strategies to address loss or impact to technology/applications

Fidelity is focused on addressing the potential risks associated with a contagious illness outbreak, including the impact on our employees, our customers, and continuity of operations. A firm-wide, cross-disciplinary team maintains a comprehensive, globally integrated strategy designed to prepare Fidelity Investments to respond effectively to a contagious illness. We are also in close contact with industry and health experts and closely monitor information provided by the Centers for Disease Control and Prevention and the World Health Organization.

Our approach centers around augmentation of our existing continuity program, which focuses on a variety of continuity solutions for process, system, and infrastructure outages, as well as reduced staffing scenarios.

Telecommuting

- Geographic diversification of critical functions
- Extended and flexible operating hours
- Regional work sharing

Because contagious illness scenarios can vary widely, our continuity teams work closely with management to implement any strategy and take necessary steps to maintain business operations based on consultation with our enterprise teams and external resources.

Fidelity's Enterprise Business Resiliency program has been certified ISO 22301 compliant by BSI Americas.

This certification process requires regular program auditing by BSI Americas and, in addition to regular reviews by regulatory agencies and Corporate Audit, demonstrates the rigorous review of our resiliency program.

To obtain a copy of this notice at any time, contact NFS directly.

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Rev. 06/2024

FACTS

What do Fidelity Investments and the Fidelity Funds do with your personal information?

WHY?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

WHAT?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and employment information
- assets and income
- account balances and transaction history

When you are *no longer* our customer, we continue to share your information as described in this notice.

HOW?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information, the reasons Fidelity Investments and the Fidelity Funds (hereinafter referred to as "Fidelity") choose to share, and whether you can limit this sharing.

REASONS WE CAN SHARE YOUR PERSONAL INFORMATION	DOES FIDELITY SHARE?	CAN YOU LIMIT THIS SHARING?
For our everyday business purposes — such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	No	We don't share
For nonaffiliates to market to you	No	We don't share

QUESTIONS?

Call 800.343.3548. If we serve you through an investment professional, please contact them directly. Specific Internet addresses, mailing addresses, and telephone numbers are listed on your statements and other correspondence.

WHO WE ARE	
Who is providing this notice?	Companies owned by Fidelity Investments and using the Fidelity name to provide financial services to customers, and the Fidelity Funds. A list of companies is located at the end of this notice.
WHAT WE DO	
How does Fidelity protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Fidelity collect my personal information?	We collect your personal information, for example, when you ■ open an account or direct us to buy/sell your securities ■ provide account information or give us your contact information ■ tell us about your investment portfolio We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only ■ sharing for affiliates' everyday business purposes — information about your creditworthiness ■ affiliates from using certain information to market to you ■ sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing.
DEFINITIONS	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. ■ Fidelity Investments affiliates include companies with the Fidelity name (excluding the Fidelity Funds), as listed below, and other financial companies such as Green Pier Fintech LLC, National Financial Services LLC, Strategic Advisers LLC, and FIAM LLC.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. ■ Fidelity does not share with nonaffiliates so they can market to you.
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. ■ Fidelity doesn't jointly market.

OTHER IMPORTANT INFORMATION

If you transact business through Fidelity Investments life insurance companies, we may validate and obtain information about you from an insurance support organization. The insurance support organization may further share your information with other insurers, as permitted by law. We may share medical information about you to learn if you qualify for coverage, to process claims, to prevent fraud, or otherwise at your direction, as permitted by law. You are entitled to receive, upon written request, a record of any disclosures of your medical record information. Please refer to your statements and other correspondence for mailing addresses.

If you establish an account in connection with your employer, your employer may request and receive certain information relevant to the administration of employee accounts.

If you interact with Fidelity Investments directly as an individual investor (including joint account holders), we may exchange certain information about you with Fidelity Investments financial services affiliates, such as our brokerage and insurance companies, for their use in marketing products and services, as allowable by law. Information collected from investment professionals' customers is not shared with Fidelity Investments affiliates for marketing purposes, except with your consent and as allowed by law.

The Fidelity Funds have entered into a number of arrangements with Fidelity Investments companies to provide for investment management, distribution, and servicing of the Funds. The Fidelity Funds do not share personal information about you with other entities for any reason, except for everyday business purposes in order to service your account.

For additional information, please visit *Fidelity.com/privacy*.

WHO IS PROVIDING THIS NOTICE?

Empire Fidelity Investments Life Insurance Company®; FIAM LLC; Fidelity Brokerage Services LLC; Fidelity Distributors Company LLC; Fidelity Diversifying Solutions LLC; Fidelity Funds, which include funds advised by Strategic Advisers LLC and Fidelity Diversifying Solutions LLC; Fidelity Health Insurance Services, LLC; Fidelity Institutional Wealth Adviser LLC; Fidelity Insurance Agency, Inc.; Fidelity Investments Institutional Operations Company LLC; Fidelity Investments Life Insurance Company; Fidelity Management Trust Company; Fidelity Personal and Workplace Advisors LLC; Fidelity Personal Trust Company, FSB; Fidelity Wealth Technologies LLC; Green Pier Fintech LLC; National Financial Services LLC and Strategic Advisers LLC.

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