



Retirement Plan Account Agreement

Retain for your records.

1. Definitions

As used in this agreement ("Agreement"), and the accompanying Retirement Plan Account Application (the "Application"), which is a part of this Agreement, the following terms have the following meanings:

Advisor. "Financial Advisor" or "Investment Professional" (collectively, the "Advisor") shall mean an investment advisor(s) that the Plan Sponsor and/or the Trustee, as applicable, have designated as Authorized Agent for the Plan who is registered under the Investment Advisers Act of 1940 in each state that requires registration, or is otherwise exempt from registration.

Authorized Agent. The Third-Party Administrator/Recordkeeper and/or Advisor designated in the Agreement (within the Application section) that is authorized to request certain transactions in the account as more fully described herein. Authorized Agent shall include any and all Agents authorized in the Authorized Agent Information section of the Agreement (within the Application).

Asset-Based Service Payment (ABSP). Payments from Fidelity to reimburse the TPA/Recordkeeper or broker/dealer for various expenses associated with services provided to the Plan. The amount of the payment is intended to coincide with the fee that would otherwise be payable pursuant to a Rule 12b-1 arrangement as reflected in the fund's prospectus.

Broker/Dealer Directed Compensation Program. A program where a broker/dealer can direct Fidelity to pay them a set compensation level on non-core mutual fund assets held within a Plan.

Expense Reimbursement Account. A separate brokerage account established in the name of the Plan to receive payments made under the Expense Reimbursement Program (defined below) with respect to that Plan's assets and from which reasonable and necessary plan expenses may be paid upon Fidelity's receipt of acceptable direction from an Authorized Agent.

Expense Reimbursement Program (the "Program"). Payments from Fidelity to reimburse the TPA/Recordkeeper and broker/dealer (if applicable) for various expenses associated with services performed for the Plan. Program payments may vary from plan to plan based on the arrangement negotiated by a plan's TPA, but typically include all or a negotiated portion of certain payments reported on the Institutional Funds Network List ("IFN List"), such as ABSP, TBSP, NTF, and/or RFN (the "Expense Reimbursements").

No Transaction Fee ("NTF"). Payments from Fidelity to reimburse TPA and/or bank trust organizations for administrative expenses associated with providing services to a retirement plan or trust account.

Plan. The employee benefit plan whose assets are held in Trust by the Trustee, including Fidelity Personal Trust Company, FSB ("FPTC") as directed trustee if applicable, pursuant to a Trust Agreement. If the governing document of the employee benefit plan provides that assets of the plan are held in a custodial account, Plan shall then mean the employee benefit plan whose assets are held in a custodial account by the Custodian pursuant to a Custodial Agreement.

Plan Participant. The individual on whose behalf contributions are made to the Plan.

Plan Sponsor. The employer that sponsors the Plan. References to Plan Sponsor shall, to the extent the context so requires, include any individual or entity to whom the Plan Sponsor has delegated any of its responsibilities or obligations under this Agreement.

Retirement Funds Network ("RFN"). Payments from Fidelity for participant recordkeeping and related costs associated with the servicing of employee benefit plans.

Note that RFN is only paid with respect to eligible employee benefit assets when TPA and/or bank trust organizations associated with such assets have signed an attestation stating that their accounts are eligible employee benefit assets and are in the appropriate RFN branch prefixes.

Third-Party Administrator/Recordkeeper (the "TPA"). The firm retained by the Plan Sponsor to provide recordkeeping, trading, and/or services to the Plan in its capacity as an Authorized Agent of the Plan as appointed in the Application.

Transaction-Based Service Payment (TBSP). Payment from Fidelity to reimburse the TPA/Recordkeeper or broker/dealer for various expenses associated with services provided to the Plan. The amount of the payment is intended to coincide with the fee that would otherwise be payable on "new money," as reflected in the fund's prospectus.

Trust. The entity established by the Trust Agreement and legal owner of the Plan account. If the governing document of the employee benefit plan or account is a custodial agreement, references to Trust shall mean the entity established by such custodial agreement and the legal owner of the account or Plan.

Trust Agreement. The instrument establishing the Trust, appointing the Trustee and setting forth the powers and duties of the Trustee. If the instrument establishing the employee benefit Plan or account is a custodial agreement, references to the Trust Agreement shall mean the instrument establishing the custodial account, appointing the custodian and setting forth the powers and duties of the custodian.

Trustee. The institution, person, or persons so named in the Plan's Trust Agreement to hold Plan assets in trust for the benefit of Plan Participants. If the instrument establishing the employee benefit plan or account is a custodial agreement, references to Trustee shall mean the institution, person, or persons so named in the Plan's or Account's Custodial Agreement to hold the assets in a custodial arrangement for the benefit of the Plan or account Participants. References to Trustee shall, to the extent the context so requires, include any individual or entity to whom the Trustee has delegated any of its responsibilities or obligations under this Agreement.

As indicated in the Application, which is a part of this Agreement, any references to Trustee(s) in this Agreement shall not include FPTC where FPTC is to serve/serves as directed trustee unless FPTC is specifically included. FPTC's duties and obligations as trustee are described in the FPTC Trust Agreement, a separate agreement that is required to be separately executed.

2. Important Aspects of the Account

Upon approval by Fidelity Brokerage Services LLC ("FBS") or National Financial Services LLC ("NFS" together with FBS, "Fidelity" or "You"), the Plan Sponsor and the Trustee understand that Fidelity shall maintain a brokerage account in the name of the Trustee, including FPTC as directed trustee, if applicable, for the benefit of the Plan ("Trust Account" or "Plan Account") and, as broker for the Plan, buy, sell, or exchange securities or other products in accordance with instructions provided by the Trustee, Plan Sponsor, or any other Authorized Agent. The Plan assets held in the brokerage account shall be invested in securities and other products as determined by the Trustee or the Plan Sponsor. All decisions relating to the Plan's investment or trading activity shall be made by the Trustee or the Plan Sponsor. Certain administrative services will be provided to the Plan Sponsor, Recordkeeper, Trustee, and the Authorized Agent by Fidelity. The Plan Sponsor and the Trustee understand that this Retirement Plan Account Agreement, which includes the Application ("Account Agreement" or "Agreement"), governs the Plan Account and the Trust's relationship with Fidelity and its affiliates.

"I" refers to the Trustee and the Plan Sponsor, including any entity or individual to whom the Plan Sponsor or Trustee has delegated any of their responsibilities or obligations under this Agreement or any other authorized person(s) who hold(s) any positions of ownership or fiduciary responsibility for the Plan Account.

3. 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. 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), and Fidelity:

- My Authorized agent(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) 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) 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) 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) 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); I represent that my Authorized Agent 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, 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) with respect to my account.
- The Authorized Agent(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) remains in compliance with its obligations.

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 conflict 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 Benefit.

4. I hereby acknowledge FBS as my broker and NFS, an affiliate of FBS, as custodian of the securities held in the account opened with this Agreement, 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 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, or any other party;
- (5) operating and supervising my account and its own activities in compliance with applicable laws and regulations;
- (6) maintaining the required books and records for the services it performs; and
- (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) maintaining the required books and records for the services it performs.

Any information given to Fidelity on this Agreement, which includes the Application, will be subject to verification, and Fidelity is authorized to obtain any information about me as Fidelity deems appropriate prior to accepting this Agreement. Fidelity has no responsibility for, and will not undertake to review, monitor, or supervise, the suitability or frequency of the investment or trading activity in this account. Fidelity may tape record or monitor any conversations with me in order to verify data concerning any transactions requested, and I hereby agree to such recording or monitoring and understand that Fidelity will not be responsible for accuracy, completeness or the use of any information received from outside data services, and that Fidelity does not make any warranty concerning such information.

Fidelity does not promote day-trading strategies. Trading in volatile markets can present increased challenges and risks, which may include: First, the risk of market orders being executed at unexpectedly high prices. If I have limited assets to pay for transactions, 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.

Second, 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.

Third, it may not be possible to cancel an order previously submitted, even if I have received a confirmation of my cancellation order. I will ensure that my prior order is actually cancelled before entering a replacement order.

Fourth, certain securities, such as IPOs trading in the secondary market and Internet-related stocks, are subject to particular volatility. I will consider managing market risk with limit orders.

Fifth, access to Fidelity or the Plan 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 will contact Fidelity.

5. Applicable Laws, Rules, Regulations, and Policies

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.

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

I 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.

6. Electronic Delivery

To the extent I have provided an email and mobile number, 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, once provided, 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*.

7. 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. I understand that electronic (including wired and wireless) communications may not be encrypted, and 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.

8. Commissions/Fee/Pricing

The Plan Sponsor and/or the Trustee, as applicable, hereby authorizes the Authorized Agent to enter into such schedule of commission rates and any other fee schedules and pricing for the Plan Account as may be determined between the Authorized Agent and Fidelity (including arrangements specifying the payments, if any, made under the Expense Reimbursement Program). The Plan Sponsor and/or the Trustee, as applicable, hereby certify that the Authorized Agent has informed the Plan Sponsor and/or the Trustee, as applicable, of such commission rates and other fee schedule(s) (including arrangements relating to the Expense Reimbursement Program), and the Plan Sponsor or, in the case of a discretionary trustee, the Trustee represents that any such commission rates and other fee schedules are valid Plan expenses and are reasonable in light of the services being provided and 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.

The Plan Sponsor and/or the Trustee, as applicable, hereby acknowledge that notwithstanding the fact that such rates, fees, and pricing may be asset based, the Plan's account with Fidelity is a brokerage account and not an advisory account. FBS is the introducing broker/dealer on the Plan Account; and its affiliate, NFS, provides clearing and other related services. As compensation for services provided with respect to the Plan Account, NFS receives use of: amounts from the sale of securities prior to settlement; amounts that are deposited in the Plan Account 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 Plan 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 the Plan Account (by wire, check, ACH (Automated Clearing House) or other means) will generally be invested in the Plan Account's core sweep vehicle by the 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 the Plan Account (other than as referenced in number 2 below) or purchases made in the Plan 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 the Plan Account 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.

9. 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 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.

The Plan Sponsor and the Trustee understand that all debit items including checks, securities account transactions, and electronic funds transfers, will be accumulated daily, and that Fidelity will make payment of those items on the Trust's behalf to the extent sufficient funds are available. The Trustee and/or the Plan Sponsor, as applicable, may elect checkwriting privileges on this account, which checks shall be drawn on the bank selected by Fidelity from time to time. The Plan Sponsor, the Trustee, and the Authorized Agent shall ensure that sufficient assets remain in the Plan Account to satisfy all obligations of the Plan as they become due. The Plan Sponsor and Trustee understand that payment of any debit item in my account will be made: first, from any amounts that are contributed to the account (such as money deposited, interest or transaction proceeds) and available that day; second, from the proceeds of redemption of Core Transaction Account holdings; third, any shares in a Fidelity money market fund held in this or another brokerage retirement account that has the same registration (which you authorize us to sell for this purpose when you sign this Agreement (within the Application) and, fourth, any other securities in this or another brokerage retirement account that has the same registration.

Fidelity shall not be responsible for the dishonor of any transaction due to insufficient collected balance. Other transactions that the Plan Sponsor, the Trustee, and/or the Authorized Agent initiate may also reduce the Trust's collected balance.

Note that at any time, Fidelity may reduce the available balance in the Plan Account to cover obligations that have occurred but not yet been debited, including, but not limited to, withholding taxes that should have been deducted from the Plan Account.

10. Security Interest

If sources listed above in "Payment of Items" (which is defined as "available balance" for purposes of this Agreement) are not enough to satisfy a given debit, Fidelity reserves the right to take action as it sees fit, including declining to honor the debit, which may result in fees or other consequences for the Account. Note that any and all credit balances, securities, or contracts relating thereto, and all other property of whatsoever kind belonging to the Trust or in which the Trust may have an interest held or maintained by Fidelity or carried for the Trust's accounts now or hereafter opened in which the Trust may have an interest, shall be subject to a general lien for the discharge of the Trust's indebtedness and other obligations to Fidelity (including unmatured and contingent obligations), however arising, are held by Fidelity as security for the payment of any of the Trust's liability or indebtedness in any of the said accounts. At any time and from time to time Fidelity may, without notice to the Trustee, sell, assign and/or transfer any securities, contracts relating thereto, cash or other property therein, interchangeably between any of the Trust's accounts to any account guaranteed by the Trustee. Shares of any investment company in which the Trust has an interest and for which Fidelity Management & Research Company serves as investment advisor are also subject to a general lien for the discharge of the Trust obligations to Fidelity. Fidelity may redeem any such shares or other securities or property to satisfy any obligation of the Trust without further notice or demand. Fidelity reserves the right to use the provisions described in these sections at any time, except to the extent they conflict with any provisions of the Employee Retirement Income Security Act of 1974 ("ERISA") or the Internal Revenue Code relating to retirement accounts.

11. Liability for Costs of Collection

The Plan Sponsor and/or the Trustee are 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 the Plan Sponsor and/or the Trustee agree to satisfy any such demand or obligation. The Plan Sponsor and/or the Trustee 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.

12. Prohibited Investments or Activities

The pledging of securities in this account on margin, and the purchase and sale of any options are expressly prohibited. In general, precious metals and other collectibles within the meaning of Section 408(m) of the Internal Revenue Code may not generally be purchased in a retirement account, except as otherwise permitted under ERISA and the Internal Revenue Code, as applicable, and to the extent permitted by Fidelity. To the extent that collectibles, including precious metals, are held in an underlying trust or other investment vehicle such as an exchange traded fund, it is my responsibility to determine whether or not such an investment is appropriate for the retirement plan account and whether the acquisition of such investment may result in a taxable distribution from such account under Section 408(m).

If I (or my Authorized Agent(s)) direct Fidelity to purchase precious metals in this retirement Plan, I understand: a) the Securities Investor Protection Corporation (SIPC) does not provide protection for precious metals, but if stored through Fidelity, they are insured by the depository at market value; b) precious metal investments can involve substantial risk due to rapid and abrupt price changes and, therefore, Fidelity cannot guarantee an advantageous purchase or liquidation price; and c) if I take delivery of my metals, I am subject to delivery charges and applicable sales and use taxes.

13. Settlement of Transactions

I understand that sufficient funds must be in the Plan Account at the time any order to buy securities is placed, including transaction costs and any applicable commissions or fees in addition to such other amounts Fidelity may deem necessary. Fidelity reserves the right to cancel or liquidate, at my risk, any transaction not settled timely.

14. 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 the Plan Sponsor, the Trustee, Authorized Agent, or broker/dealer listed on the Agreement (within the Application), or 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.

15. Periodic Reports

The Trustee will receive a statement of all transactions quarterly and monthly in the months when there is activity in the Trust's account. The brokerage statement will detail: securities bought or sold in the Trust's account; redemption checks; checkwriting; repayments and interest charges, if any; the number of fund shares that were purchased or redeemed for the Trust; and electronic funds transfers and monthly fees assessed.

16. Extraordinary Events

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

17. Choice of Marketplace

The Plan Sponsor, the Trustee, and the Authorized Agent understand and acknowledge that when securities may be traded in more than one marketplace, in the absence of specific instructions from the Plan Sponsor, the Trustee, and/or the Authorized Agent, Fidelity may use its discretion in selecting the market in which to place orders for the Trust.

18. Payment for Order Flow

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

FBS and/or NFS 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 Fidelity's telephone, electronic, wireless, or online trading systems cannot specify a particular market center for execution.

19. 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.

20. 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 are 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 shall be superseded or amended to conform to 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 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. The Plan Sponsor, the Trustee, and/or Authorized Agent will not use Fidelity's or any of its affiliates' names or logos in any advertising or promotional materials without prior written approval by 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 your successors and assigns, and this agreement shall be binding upon my heirs, executors, administrators, successors, and assigns.

21. Core Transaction Account

Amounts contributed and received in my account will be invested in the Fidelity Cash Reserves money market fund or any other core account investment vehicle as Fidelity makes available for such purpose (the "Core Transaction Account"), subject to prior payment by you and on my behalf, of any debit items arising from, including, without limitation, checkwriting usage or authorized payments/account settlements. In the event Fidelity makes more than one such core account investment vehicle available, then such core account investment vehicle as selected by me will be the Core Transaction Account. Any uninvested cash balances in the retirement account will be automatically invested on a daily basis in my Core Transaction Account. I understand that 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 you with respect to those transactions.

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 that investing in a tax-exempt security is inappropriate for a retirement account.

Investments by check* may be promptly credited to my Core Transaction Account and will earn interest on the Core Transaction Account prior to final collection of such checks. I understand that access to the redemption proceeds of Core Transaction Account shares purchased with monies so advanced may be withheld for up to 4 business days

following receipt to assure that such checks have been collected. Such withholding may result in dishonour of checks or other debit items if monies are not otherwise available to me within the 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 in 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 services and that are requested by me or my Authorized Agent and performed by you, I will pay your customer service charges. I have received and read a copy of the prospectus of the fund for the Core Transaction Account, containing a more complete description of the fund and its fees, charges and operations. I acknowledge that I have received the description of the Core Transaction Account in this Agreement. I further acknowledge that, while I select the investment vehicle for the Core Transaction Account, Fidelity may change the core account investment vehicles available to me or the core account selection with notice to me. I consent to using the Core Transaction Account for settling transactions in my account and for holding balances awaiting investment.

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

22. 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.

23. 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).

24. Options

Some plans offer a self-directed brokerage feature to plan participants, referred to herein as the BrokerageFlex Account. The Plan Sponsors for some plans may permit plan participants to include certain options trading privileges in the BrokerageFlex Accounts. As outlined in the BrokerageFlex Account Terms & Conditions, which is signed by the Plan Participant and Fidelity, Fidelity obtains instructions from the Participant with respect to the securities transactions within the BrokerageFlex Account. Fidelity executes such securities transactions as directed by the Participant. Neither Fidelity nor the TPA/Recordkeeper, assumes responsibility for reviewing or monitoring the Participant's investment decisions, securities transactions, suitability or other activity in connection with the BrokerageFlex Account. As part of servicing these Plans, the TPA/Recordkeeper represents that:

- It does not provide investment advice to the retirement plan account or to the BrokerageFlex Account, as defined under the Employee Retirement Income Security Act of 1974 (ERISA).
- It is not approved by Fidelity to conduct options trading in any BrokerageFlex Account.
- Although it has trading authority for BrokerageFlex Accounts due to certain other retirement plan-related operational responsibilities, it will not initiate any options trades in any BrokerageFlex Accounts and it has the proper controls and procedures in place to ensure that neither you nor any person associated with you can initiate an options trade in these BrokerageFlex Accounts.

- If it does place an options trade in any of these accounts, it will immediately notify the Plan Sponsor, the Participant, and Fidelity. Upon notification, Fidelity may correct and or mitigate the effects of the trade, including the liquidation of the position and restoration of the account to the state that would have existed had the trade not been placed and agrees that it will be responsible for any and all losses associated with those trades.

25. Temporary Cash Balances

Amounts contributed and received on behalf of the Trust shall be invested in Fidelity Cash Reserves money market fund, or any such other money market mutual fund as Fidelity makes available for such purpose (the "Core Transaction Account"), subject to prior payment by the Trust and on the Trust's behalf of any debit items. Contribution amounts shall remain in the Core Transaction Account until appropriate orders are transmitted to Fidelity by the Plan Sponsor or Trustee(s). Amounts redeemed from transactions within the Plan Account shall be credited to and held in the Core Transaction Account until appropriate orders have been transmitted to Fidelity by the Plan Sponsor or the Trustee. The account statement will detail all activity in the transaction fund.

This is provided in lieu of confirmation that might otherwise be provided with respect to those transactions. I have received and read a copy of the prospectus of the Fidelity Cash Reserves money market fund, or other money market fund which is selected for the Core Transaction Account, containing a more complete description of the fund and its fees, charges and operations. The Plan Sponsor and the Trustee acknowledge and understand that Fidelity receives as part of its compensation any credit, interest or other earnings ("float") on uninvested cash resulting from contributions or other additions to the account not yet invested, cash pending trade settlement or cash pending distribution or other redemptions from the account.

26. Trading Authorization

The Trustee and Plan Sponsor have indicated on this Agreement (within the Application) that one or more Authorized Agents are granted authority to execute trades on the Plan Account, and Fidelity is authorized and directed to accept any trading, servicing, account related, or other instruction (including instructions to deposit checks into the account) of the Authorized Agent(s) on the Trustee's and Plan Sponsor's behalf. Fidelity reserves the right, but is not obligated, to confirm with the Trustee and the Plan Sponsor any of the Authorized Agent's instructions prior to acting on such instructions, **including requests to change the address or email address on the Plan Account.**

The Authorized Agent(s) may inquire in and trade in the Plan Account as specified, and Fidelity is authorized and directed to accept the instructions of the Authorized Agent(s). The authorization shall be applicable to all assets in the Plan Account, including Brokerage Flex® (self-directed brokerage) accounts, should the Plan elect to offer this option. Except as otherwise provided, the Authorized Agent(s) is not authorized to withdraw, or direct the withdrawal of, assets from the Plan Account.

The Trustee and/or the Plan Sponsor, as applicable, understand and agree that:

- Fidelity is further authorized to act upon the Authorized Agent's instructions to aggregate transaction orders for the Plan Account with orders for one or more other accounts over which the Authorized Agent has trading authorization, or to accept or deliver assets pursuant to a separately executed authorization the Trustee and/or the Plan Sponsor, as applicable, have granted to the Authorized Agent, in transactions executed by other broker/dealers where the Authorized Agent 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.
- Fidelity and the Authorized Agent(s) are not affiliated, and have no relationship except as described in this agreement.
- Fidelity has no responsibility for, and will not participate in or review, the Agent's trading decisions or in any way review, monitor or supervise the suitability of the investment decision or activity of the Authorized Agent.

- Fidelity will have no duty to inquire into the authority of the Authorized Agent to engage in particular transactions or investment strategies or to monitor the terms of any oral or written agreement between the Trustee, the Plan Sponsor, and the Authorized Agent.
- The Authorized Agent is obligated to comply with, and make all disclosures 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 the FINRA Conduct Rules. Fidelity will not undertake to confirm or ensure that the Authorized Agent remains in compliance with its obligations.
- The Authorized Agent, if appointed, and any broker/dealer appointed under the broker/dealer Compensation Program, is obligated to comply with ERISA and the regulations and interpretations promulgated thereunder, including, but not limited to, any obligations with respect to the receipt of compensation from the Plan or Account. Fidelity will not undertake to confirm or ensure that the Authorized Agent remains in compliance with its obligations.

27. Asset Movement Authorization

Level I

By selecting Level I asset movement authorization on the Agreement (within the Application) the Trustee and/or the Plan Sponsor, as applicable, authorize and direct Fidelity to accept instructions from the Authorized Agent (1) for redemptions and payment of monies from the Plan Account by check made payable to the registered account owner and sent to the address of record, (2) to disburse funds electronically, including bank wires and Electronic Funds Transfers (EFTs) through the Automated Clearing House, to any account authorized through standing written instructions, and (3) for transfers of cash or securities from this account to other same registration accounts at Fidelity, or from this account to any third-party account at Fidelity authorized through standing written instructions.

Level II

By Selecting Level II asset movement authorization on the Agreement (within the Application) the Trustee and/or Plan Sponsor, as applicable, authorize and direct Fidelity to accept instructions from the Authorized Agent as described in Level I, and in addition, to accept instructions from the Authorized Agent without receiving instructions directly from the Trustee and/or Plan Sponsor, as applicable, to transfer monies from the Plan Account by check, wire, or EFTs to accounts at banks or other financial institutions that the Authorized Agent represents to Fidelity have the same account owner or owners and the same registration type as this account. By granting this authorization, the Trustee and/or Plan Sponsor understand and agree that Fidelity will not undertake to confirm the Authorized Agent's representations and cannot confirm the account registration at the receiving bank or financial institution. Therefore, Fidelity will not undertake to monitor the Authorized Agent's compliance with these instructions and will rely solely upon the instructions of the Authorized Agent for these transfers. The Trustee and/or Plan Sponsor understand that they should carefully review all account documentation and monitor all account activity.

Level III (only if the Plan is using Fidelity Personal Trust Company, FSB as Directed Trustee or Paying Authorized Agent)

By Selecting Level III asset movement authorization on the Agreement (within the Application), the Trustee and/or Plan Sponsor, as applicable, authorize and direct Fidelity to accept instructions from the Authorized Agent as described in Level I and Level II, and in addition, to accept instructions from the Authorized Agent without receiving instructions directly from the Trustee and/or Plan Sponsor, as applicable, to transfer monies from the Plan Account by check, wire, or EFTs to third-party accounts at banks or other financial institutions. Upon requests for any account-related activity on the Plan Account from the Authorized Agent, including, but not limited to, requests for bank wires or EFTs, Fidelity reserves the right, but is not obligated to confirm with the Trustee and/or the Plan Sponsor as applicable any of the Authorized Agent's instructions prior to acting on them and to restrict or not accept request for these transfers, at its own discretion. The Authorized Agent is authorized to act for and on behalf of the Trustee and/or the Plan Sponsor in the same manner and with the same force and effect as the Trustee or the Plan Sponsor might or could do to the extent

necessary or incidental to the furtherance or conduct of the account, in accordance with this agreement or separate standing instructions. This authorization shall apply only with respect to the Plan Account and Expense Reimbursement Account, as applicable, opened with this Agreement. The Authorized Agent(s) will place no trading orders or conduct activity in the Plan Account and Expense Reimbursement Account, as applicable, that exceeds its authority under this authorization or any other agreement governing the Plan Account and Expense Reimbursement Account, as applicable. Fidelity reserves the right to require direct instructions from the Trustee and/or Plan Sponsor for asset movement requests over a certain dollar amount.

I understand and agree that:

- Fidelity is authorized and directed to accept the instructions of the Authorized Agent on behalf of the Trustee and/or the Plan Sponsor as applicable. This authorization shall be applicable to all assets in the Plan Account and Expense Reimbursement Account, as applicable. Fidelity reserves the right, but is not obligated, to confirm with the Trustee and/or the Plan Sponsor as applicable any of the Authorized Agent's instructions, at its own discretion.
- Fidelity and the Authorized Agent are not affiliated.
- Fidelity will have no duty to inquire into the authority of the Authorized Agent to engage in particular transactions or investment strategies or to monitor the terms of any oral or written agreement between the Trustee, the Plan Sponsor, and the Authorized Agent.
- The Authorized Agent is obligated to comply with, and make all disclosures 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 the NASD Conduct Rules. Fidelity will not undertake to confirm or ensure that the Authorized Agent remains in compliance with their obligations.
- The Authorized Agent is obligated to comply with ERISA and the regulations and interpretations promulgated thereunder, including, but not limited to, any obligations with respect to the receipt of compensation from the Plan or Account. Fidelity will not undertake to confirm or ensure that the Authorized Agent remains in compliance with its obligations.

28. Trading Authorization and Asset Movement Authorization Indemnification

The Trustee and Plan Sponsor 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 that may arise from any act or omission of the Authorized Agent with respect to the Plan Account.

29. Authorization to Pay Fees or Compensation to the Authorized Agent and/or a Broker/Dealer

If the Trustee and Plan Sponsor have instructed Fidelity in this Agreement, within the Application section, to pay administrative, management, recordkeeping, and/or advisory fees directly to the Authorized Agent, then the Trustee and Plan Sponsor authorize Fidelity to pay the Authorized Agent such administrative and/or management, recordkeeping, and/or advisory fees from the Plan Account directly as instructed by the Authorized Agent. The Trustee and the Plan Sponsor hereby represent that any such administrative, management, recordkeeping, and/or advisory fees are valid plan expenses and are reasonable in light of the services being provided to the Plan Account by the Authorized Agent, as the case may be. Fidelity may use amounts credited to the Core Transaction Account to the extent necessary to pay such fees. Fidelity will rely on the invoices submitted by the Authorized Agent or otherwise directed in the Agreement (within the Application), or other instruction in writing from the Plan Sponsor or Trustee, and Fidelity will have no responsibility to calculate or verify fees so invoiced unless as part of the Broker/Dealer Compensation Program whereby Fidelity will calculate the payment based on the instruction provided in the Agreement (within the Application). The Trustee and the Plan Sponsor shall 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 relying upon the Authorized

Agent's representations or upon the above authorization. The Trustee or the Plan Sponsor, as applicable, may modify or terminate any fee deduction authorization at any time by giving written notice actually received by Fidelity. Such modification or termination, however, shall not affect any fee deduction authorization initiated or prior liability in any way, resulting from any transaction prior to receipt of the notice of termination.

If the Trustee and Plan Sponsor have instructed Fidelity in this Agreement (within the Application), to pay other fees or compensation to a broker/dealer or its designated agent, then the Trustee and Plan Sponsor authorize Fidelity to pay the designated broker/dealer such fees or compensation as directed and hereby represent that any such compensation or fees are valid plan expenses and are reasonable in light of the services being provided to the Plan or its Participants by the broker/dealer. The Trustee and Plan Sponsor shall indemnify and hold Fidelity, its directors, employees, and control persons harmless from all liabilities and costs, including attorneys' fees that Fidelity may incur by relying upon this authorization. The Trustee or the Plan Sponsor, as applicable, may modify or terminate any broker/dealer compensation or fee authorization by giving written notice actually received by Fidelity. Such modification or termination, however, shall not affect any authorization initiated or prior liability in any way resulting from any transaction prior to receipt of the notice of termination.

To the extent the Plan is enrolling in the Broker/Dealer Compensation Program, you have discussed information regarding Plan-level pricing and payment processing with respect to this program with your TPA/ Recordkeeper.

30. 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.

31. Assignment

No Party may assign or transfer this Agreement (or any related agreement), nor any of its rights or obligations under this Agreement (or any related agreement), without the Plan Sponsor's (or the Trustee's) and Fidelity's express, prior, written consent, except that a Party may assign this Agreement to the surviving Party in a merger of that Party into another entity or in an acquisition of all or substantially all of such a Party's assets. No assignment becomes effective unless and until the assignee agrees in writing to be bound by all the assigning Party's obligations and responsibilities under this Agreement. Except to the extent forbidden in this Section [24], this Agreement will be binding upon and inure to the benefit of the Parties' respective successors and assigns. Notwithstanding the foregoing, Fidelity may assign this Agreement, delegate its duties hereunder, and transfer the Account to any of its affiliates, without notice to the Parties.

32. Termination of Account

The Trustee and the Plan Sponsor understand that this account may be terminated either by the Trustee and/or by the Plan Sponsor, as applicable, or Fidelity at any time. This Agreement will remain in effect until its termination is acknowledged in writing by an authorized

representative of Fidelity. Fidelity reserves the right to charge a service fee or close any account that fails to maintain minimum activity or balance requirements, and further reserves the right to close an account or remit credit balances due to insufficient investment-related activity. Termination will result in the cancellation of the Plan Account and any related features or privileges. Fidelity also reserves the right to charge an account termination fee whether the account is terminated either by the Trustee or Plan Sponsor or by Fidelity. The Trustee and Plan Sponsor understand that the Trustee and the Plan Sponsor will remain responsible for all charges, debit items, or other transactions initiated or authorized by the Trustee, the Plan Sponsor, or the Authorized Agent, whether arising before or after termination.

33. 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, or in the event this Agreement is terminated. 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, and to cease accepting instructions from my Authorized Agent 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) 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 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.

34. Expense Reimbursement Account

This section will apply if an Expense Reimbursement Account is elected under the Expense Reimbursement Payment Election section of this customer Account Agreement. The Expense Reimbursement Account established pursuant to this election shall be bound by all provisions of this Retirement Plan Account Agreement. The following additional provisions apply to the Expense Reimbursement Account:

- The Expense Reimbursement Account established hereunder is established for the primary purpose of receiving Program Expense Reimbursements related to the Plan Account, and disbursing amounts from the Expense Reimbursement Account for payment of reasonable and necessary expenses of the Plan as allowed by the terms of the governing Plan documents. The Trustee and Plan Sponsor agree that all assets in your Expense Reimbursement Account will be invested in the Core Transaction Account and the

Trustee and Plan Sponsor understand and agree that the Core Transaction Account is ineligible to receive service payments. In the event other positions are ever held in the Expense Reimbursement Account, any service payments received with respect to such assets will be paid directly to the TPA Master Account as provided by relevant terms of this Agreement, including the Application, which is a part of this Agreement.

- If this Account is established to receive Expense Reimbursements related to the Plan, the Trustee and Plan Sponsor authorize Fidelity to accept direction from any Authorized Agent authorized on the Plan account (and therefore, this Expense Reimbursement Account) regarding disbursement of amounts from the Expense Reimbursement Account and also represent that such Authorized Agent(s) will request disbursement(s) only for the payment of plan expenses that the Trustee and Plan Sponsor have determined to be reasonable in light of the services provided and as are allowed by the terms of the governing Plan documents and as are solely in the interests of Plan participants and beneficiaries.
- The Plan Sponsor and/or Trustee, as applicable, hereby acknowledge that the TPA may have negotiated certain arrangements with Fidelity pertaining to the Expense Reimbursement Program. The Plan Sponsor and/or Trustee, as applicable, further acknowledge that they have discussed with the TPA whether the TPA has negotiated any such arrangements, as well as the details of any such arrangements.
- Payments by Fidelity into the Expense Reimbursement Account shall be calculated in accordance with the arrangement negotiated by my TPA, and may vary from plan to plan based on the terms of such arrangements. Payments shall only be made out of this Expense Reimbursement Account pursuant to direction of the Trustee or Plan Sponsor, or any Authorized Agent so authorized in the initial section of this Agreement (within the Application), or duly appointed and authorized subsequently in a form and manner acceptable to Fidelity, and shall be subject to the representations and directions of the parties as made in this Agreement, including the Application, which is a part of this Agreement.
- The Trustee and the Plan Sponsor have the authority under the applicable Plan documents to authorize and direct Fidelity, including through its Authorized Agent(s) identified on Page 1 of the Application, which is a part of this Agreement, to establish the Expense Reimbursement Account in the name of the Plan for the purpose described and to make payments or other disbursements out of this Expense Reimbursement Account.

35. 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, and you, concerning any subject matter, issue, or circumstance whatsoever (including, but not limited to, controversies concerning any account, order or transaction, or the continuation, performance, interpretation, or breach of this or any other agreement between me, 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 action; or who is a member of a putative class 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.

For more information about fees and compensation, including any fees that are paid directly from your account, or specific rates and values, contact your third party administrator (TPA), record-keeper or Fidelity. Please refer to the Retirement Plan Account Application and Agreement, or the Pension Benefit Plan Application and Agreement ("Application"), as applicable, for more information about the services that Fidelity provides to your brokerage account.

Mutual Funds/Other Pooled Investments

Fidelity has contracted with certain mutual funds, pooled investment options, and other investment products, their investment advisors or their affiliates to receive compensation in connection with access to, purchase or redemption of, and/or the ongoing maintenance of positions in mutual funds, pooled investment products 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.

The total compensation received by Fidelity ranges from 0-125 basis points based on average daily assets. Some forms of payment are described in the prospectus or offering document while other forms of payment are subject to Fidelity's agreement with the investment provider. Please consult your TPA/Record-keeper or Fidelity for specific rates associated with your plan as well as for information regarding any arrangements negotiated by your TPA/Record-keeper pertaining to the Expense Reimbursement Program (the "Program"), which is described in the Application.

No Transaction Fee (NTF) Funds

- For funds or other pooled investments participating in the NTF program, Fidelity receives asset based compensation based on average daily assets pursuant to its agreement with the investment provider.
- All or a portion of NTF and RFN (described below) compensation may be funded with 12b-1 or shareholder service fees as described in the fund's prospectus or offering document.

Transaction Fee (TF) Funds

- For funds or other pooled investments participating in the TF program, Fidelity receives asset based compensation based on average daily assets or a per position fee pursuant to its agreement with the investment provider.
- TF compensation is in addition to 12b-1 or shareholder service fees as described in the fund's prospectus or offering document. Please consult your TPA/Record-keeper for additional information.

Additional Compensation

In addition to compensation referenced above, NTF and TF funds or other pooled investments may participate in the RFN (Retirement Funds Network) program. For funds and other pooled investments participating in the RFN program, Fidelity receives asset based compensation based on average daily assets pursuant to its agreement with the investment provider. Fidelity may also receive additional compensation from the fund in the form of commissions or "finder's fees." Please refer to the prospectus for more information.

Payments made under the Program are calculated pursuant to the arrangement negotiated by your TPA/Record-keeper, and may include all or a negotiated portion of the compensation described above. The payments made under the Program may be passed on to your TPA's Master Account, an Expense Reimbursement Account in the name of the plan, the plan account or to another broker dealer, pursuant to the elections made in the Application, or through other instructions given in a form or manner as agreed to by Fidelity.

Fidelity may receive fees from unaffiliated product providers to compensate Fidelity for maintaining the infrastructure to accommodate unaffiliated products across all retail, workplace and intermediary Fidelity channels ("Infrastructure Fees"). Infrastructure Fees are based on a variety of factors including the complexity of the product provider's offering supported by Fidelity and are offset by other payments Fidelity receives from the unaffiliated providers. Fidelity may also receive certain annual firm maintenance fees and other fees when new product providers and products are added to the platform. 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 promote 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.

Other Investment Options

If your plan account purchases, sells or holds investments other than mutual funds and other pooled investments, Fidelity may receive remuneration, compensation or consideration for execution, underwriting, or acting in other brokerage provider capacities. If your plan holds or invests in such investments in your plan account in the future, your TPA or Fidelity can provide further information related to Fidelity's fee structures.

1. As described in American Funds prospectus, 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.

Compensation Paid to Fidelity by Your TPA

Fidelity may collect fees owed from your TPA's Master Account, based on rates Fidelity has negotiated with your TPA for services associated with your plan's brokerage account. These rates may include such fees as:

- An annual account level base fee of up to \$500.
- An annual asset based fee of up to 25 basis points for any assets held in mutual fund or other pooled investment positions.²

In addition your TPA may have negotiated certain revenue retention arrangements with Fidelity under which Fidelity will retain certain revenue otherwise payable under the Program.

Please consult your TPA/Record-keeper or Fidelity for specific rates associated with your plan as well as for information regarding any arrangements negotiated by your TPA/Record-keeper or administrator pertaining to the Program.

Self-Directed Brokerage

For plans that offer BrokerageFlex, the self-directed brokerage account feature, please consult the BrokerageFlex Participant Fee and Commission Schedule for fees and compensation Fidelity receives in connection with your participants' investments in their individual BrokerageFlex accounts under the plan.

Directed Trustee and Paying Agent Services

If your plan has elected to use Fidelity's Directed Trustee and/or Paying Agent services refer to your Trust or Custody Agreement for the fees associated with these services.

2. If the Plan has elected to pay a Broker Dealer as part of the Broker/Dealer Compensation Program then the plan may be subject to an increased custody fee up to the amount of the compensation to be paid to the broker dealer. For more information on the Broker/Dealer Compensation Program please consult the Retirement Plan Account Agreement.

Other Fees and Compensation

Use of Funds Held Overnight:

Fidelity Brokerage Services LLC ("FBS") is the introducing broker dealer on brokerage account(s) held by your retirement plan ("Accounts"). Its affiliate, National Financial Services LLC ("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 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 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 Target Federal Funds Rate.

The information found herein is current as of 10/1/2023 and may be subject to change.

This communication is provided for informational and educational purposes only. Unless otherwise disclosed to you, in providing this information, Fidelity is not undertaking to provide impartial investment advice, or to give advice in a fiduciary capacity, in connection with any investment or transaction described herein. Fiduciaries are solely responsible for exercising independent judgment in evaluating any transaction(s) and are assumed to be capable of evaluating investment risks independently, both in general and with regard to particular transactions and investment strategies. Fidelity has a financial interest in any transaction(s) that fiduciaries, and if applicable, their clients, may enter into involving Fidelity's products or services.

Fidelity Investments* provides clearing, custody, or other brokerage services through National Financial Services LLC or Fidelity Brokerage Services LLC, Members NYSE, [SIPC](#).



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 multiregional 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.

Clearing, custody or other brokerage services may be provided by National Financial Services LLC, Member NYSE, SIPC.

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**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?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> ■ open an account or direct us to buy/sell your securities ■ provide account information or give us your contact information ■ tell us about your investment portfolio <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> ■ sharing for affiliates' everyday business purposes—information about your creditworthiness ■ affiliates from using certain information to market to you ■ sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing.</p>
DEFINITIONS	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> ■ Fidelity Investments affiliates include companies with the Fidelity name (excluding the Fidelity Funds), as listed below, and other financial companies such as Green Pier Fintech LLC, National Financial Services LLC, Strategic Advisers LLC, and FIAM LLC.
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> ■ Fidelity does not share with nonaffiliates so they can market to you.
Joint marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> ■ Fidelity doesn't jointly market.
OTHER IMPORTANT INFORMATION	
<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>For additional information, please visit Fidelity.com/privacy.</p>	
WHO IS PROVIDING THIS NOTICE?	
<p>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.</p>	