

Effective as of March 28, 2023.

Fidelity Brokerage Services LLC ("FBS") is a registered broker-dealer with the U.S. Securities and Exchange Commission. Brokerage and investment advisory services and fees differ, and it is important for you to understand these differences. Free and simple tools are available to research firms and financial professionals at [Investor.gov/CRS](https://www.investor.gov/crs), which also provides educational materials about broker-dealers, investment advisers, and investing.

### **What investment services and advice can you provide me?**

FBS offers brokerage accounts and services to retail investors, including for personal and retirement investing, and cash management services (such as bill pay, checkwriting, and margin lending). FBS accounts allow you to invest in mutual funds, exchange-traded funds ("ETFs"), stocks, bonds, college savings plans and insurance products, among others. We do not limit our offerings to Fidelity funds, specific asset classes, or funds of sponsors or investment managers who compensate us. There is no minimum investment to open an account; there are minimums to purchase some types of investments. FBS works with its affiliated clearing broker, National Financial Services LLC, along with other affiliates to provide you with these investment services. For additional information, see [Fidelity.com/information](https://www.fidelity.com/information).

With an FBS brokerage account, unless we agree otherwise in writing, you are solely responsible for deciding how you want to invest, placing orders, and monitoring your account. FBS, either by itself or through an affiliate, can provide you with tools and information to help you make decisions and can provide you with investment recommendations for certain investments upon request. Investment advisory services are provided through our affiliated investment advisers, including Fidelity Personal and Workplace Advisors ("FPWA") and Fidelity Institutional Wealth Adviser LLC ("FIWA"), typically for a fee, and documents describing these advisory services can be found at [Fidelity.com/information](https://www.fidelity.com/information), including the FPWA and FIWA client relationship summaries.

FBS brokerage accounts are also available to you when you work with a third-party adviser such as a registered investment adviser, retirement plan administrator, bank or family office ("intermediaries"). If you open your FBS brokerage account through an intermediary, you or your intermediary will make all decisions regarding the purchase or sale of investments; FBS will not provide recommendations or monitor your investment decisions, or your intermediary, for you. Some intermediaries limit the investment products and services available to you. Please contact us or your intermediary for more information on the available services and investments, conflicts of interest, and any fees you will pay.

#### **Conversation Starters. Ask your FBS financial professional:**

- **Given my financial situation, should I choose a brokerage service? Why or why not?**
- **How will you choose investments to recommend to me?**
- **What is your relevant experience, including your licenses, education and other qualifications? What do these qualifications mean?**

### **What fees will I pay?**

The fees that you will pay depend on whether you work directly with FBS or through an intermediary. If you establish a retail relationship directly with FBS, there are no commissions charged on online transactions for U.S. stocks, ETFs, options, new issue bonds and certificates of deposit ("CDs"). Online transactions in other securities are charged a commission. Sell orders for equities are charged an activity assessment fee and options have a per-contract fee. Transactions placed over the telephone or in a branch office are charged a commission. If you open an investment advisory account with one of our affiliates, your fees will be identified in the contract and disclosure document provided by that affiliate. If you work with FBS through an intermediary, please contact your intermediary for details on the fees that you will pay for your brokerage activities, as online commissions may apply.

There is no transaction fee or sales load (which is a fee charged on your investment at the time you buy a mutual fund share) for either the purchase or sale of Fidelity's retail mutual funds. Other mutual funds either have a transaction fee or no transaction fee, and some of these funds will have sales loads. These fees can vary depending on how long you hold the fund. Holding funds for less than 60 days can result in additional trading fees. Mutual funds, ETFs, insurance products, and similar investment products typically charge their own separate management fees and other expenses in addition to any fees charged by FBS. When commissions apply, you will be charged more when there are more trades in your account, and FBS therefore has an incentive to encourage you to trade more often and in larger amounts. FBS will also collect fees for margin loans based on current interest rates and your average margin loan balance.

You will pay fees and costs whether you make or lose money on your investments. Fees and costs will reduce any amount of money you make on your investments over time. Please make sure you understand what fees and costs you are paying. Information about brokerage fees and costs for different account types, products and services is available at [Fidelity.com/information](https://www.fidelity.com/information).

**Conversation Starter. Ask your FBS financial professional:**

- **Help me understand how these fees and costs might affect my investments. If I give you \$10,000 to invest, how much will go to fees and costs, and how much will be invested for me?**

**What are your legal obligations to me when providing recommendations? How else does your firm make money and what conflicts of interest do you have?**

When FBS provides you with a recommendation, we have to act in your best interest and not put our interest ahead of yours. At the same time, the way we make money creates some conflicts with your interests. You should understand and ask us about these conflicts because they can affect the recommendations we provide to you. Here are some examples to help you understand what this means.

- FBS or its affiliates typically earn more when you invest in a product that we or one of our affiliates advise, manage, sponsor, or refer you to, such as a Fidelity mutual fund, ETF, or managed account. This creates an incentive for us to recommend our investment products over those offered by another company.
- FBS earns more on your investments in some third-party funds and ETFs, including through fees and other compensation (including sales loads, 12b-1 fees, maintenance fees, start-up fees and infrastructure support) paid by the fund, its investment adviser or an affiliate to FBS. This creates an incentive for us to recommend these products over others.
- For investments that we buy from you or sell to you for or from our own accounts (“principal trades”), we can earn more than when we buy and sell investments for your account in the open market (“agency trades”). This creates an incentive to execute trades with our own accounts rather than in the open market.

For further details on these conflicts, see [Fidelity.com/information](https://www.fidelity.com/information).

**Conversation Starter. Ask your FBS financial professional:**

- **How might your conflicts of interest affect me, and how will you address them?**

**How do your financial professionals make money?**

FBS representatives also work for our affiliates, including FPWA or FIWA, for a salary and either an annual bonus or variable compensation. In some cases, they earn more from some products and services (including certain investment advisory services) than from others. In such cases, our representatives have an incentive to recommend that you select a program or product that pays them more compensation than those that will pay them less. For further details, see [Fidelity.com/information](https://www.fidelity.com/information).

**Do you or your financial professionals have legal or disciplinary history?**

Yes. Visit [Investor.gov/CRS](https://www.investor.gov/CRS) for a free and simple search tool to research us and our financial professionals.

**Additional Information:**

For more information about our brokerage and investment advisory services, or to obtain a copy of this Form CRS, or the Form CRS for FPWA or FIWA, go to [Fidelity.com/information](https://www.fidelity.com/information). If you work directly with FBS, to request up-to-date information, the latest Form CRS or a hard copy of materials that are hyperlinked above, call 1.800.FIDELITY (1-800-343-3548).

**Conversation Starter. Ask your FPWA financial professional:**

- **Who is my primary contact person? Is he or she a representative of an investment adviser or broker-dealer? Who can I talk to if I have concerns about how this person is treating me?**



Effective as of March 28, 2023.

Fidelity Personal and Workplace Advisors LLC ("FPWA") is a registered investment adviser with the U.S. Securities and Exchange Commission. Investment advisory and brokerage services and fees differ, and it is important for you, the retail investor, to understand these differences. Free and simple tools are available to research firms and financial professionals at [Investor.gov/CRS](https://www.investor.gov/CRS), which also provides educational materials about broker-dealers, investment advisers, and investing.

### **What investment services and advice can you provide me?**

FPWA offers investment advisory services to retail investors that include "wrap fee" advisory programs, discretionary advisory programs, financial planning, and referrals to third-party investment advisers. Our wrap fee programs offer investment advice from FPWA and other investment advisers, as well as securities trades and custody services from our broker-dealer affiliates. In our wrap fee programs and our discretionary advisory programs, a subadviser we hire (which is typically an FPWA affiliate) will have discretion to buy and sell mutual funds, exchange-traded products (ETPs), and/or other securities for your account without your consent to each trade. The subadviser (not FPWA) will monitor your account and investments periodically based on the flexibility of the program and investment strategy you have selected. You must meet an account minimum to open and maintain an advisory account in most of our programs. Current account minimums are described at [Fidelity.com/information](https://www.fidelity.com/information). (Retail advisory offerings available through Fidelity Personal and Workplace Advisors.) In some of our programs, you can only invest in Fidelity mutual funds and ETPs; in other programs, a significant percentage to substantially all of your account will be invested in Fidelity mutual funds and ETPs, depending on the investment strategy you select.

We provide financial planning to clients enrolled in certain discretionary programs and, for clients at certain asset levels, on a stand-alone basis. Our financial planning services help you evaluate your ability to meet identified goals and can also provide suggestions for changes to your asset allocation. Whether and how to implement any asset allocation or other recommendation provided as part of our financial planning services is your responsibility and is distinct from our discretionary advisory services. Our financial plans are not monitored or updated after they are provided to you. In addition, we provide referral services, which include recommendations to third-party investment advisers to help you with your investment and financial needs. We do not monitor these third-party investment advisers.

For more information regarding our retail advisory offerings, please see documents under the heading "Fidelity retail investment advisory services" at [Fidelity.com/information](https://www.fidelity.com/information). Specifically, you should review FPWA's Form ADV Part 2A Brochure. Our affiliated broker-dealer, Fidelity Brokerage Services LLC ("FBS"), also offers brokerage accounts and services to retail investors, as described in the FBS Form CRS accompanying this document. Please see [Fidelity.com/information](https://www.fidelity.com/information).

### **Conversation Starters. Ask your FPWA financial professional:**

- *Given my financial situation, should I choose an investment advisory service? Why or why not?*
- *How will you choose investments to recommend to me? What is your relevant experience, including your licenses, education, and other qualifications? What do these qualifications mean?*

### **What fees will I pay?**

Your fees will depend on the investment advisory program you select. See the respective program disclosure document for specific fees at [Fidelity.com/information](https://www.fidelity.com/information). Each wrap fee program charges an advisory fee, typically based on the amount of assets that you have in the program, which covers the ongoing management of your account(s), as well as brokerage, clearing, and custody services provided by FBS and other broker-dealer affiliates and can cover assistance from our representatives and access to financial planning services. Fees are typically deducted from your account after the end of each quarter. Wrap program fees include most transaction costs and fees to FBS and are generally higher than a typical asset-based advisory fee that does not include transaction costs for brokerage services. Our other discretionary advisory programs also charge asset-based fees or a subscription fee depending on the program. Typically, the more assets there are in your program account, the more you will pay in fees, and we have an incentive to encourage you to increase the assets in your account. The following fees are in addition to the wrap program fees: (1) underlying expenses of mutual funds and ETPs purchased for your account (though note that we credit certain revenue we receive from your mutual fund and ETP investments to your program account as explained in your Client Agreement); (2) certain charges resulting from transactions for your account executed with or through unaffiliated broker-dealers; (3) fees of investment advisers we refer you to; and (4) some incidental fees and expenses. In some wrap fee programs we charge an extra fee if your assets are invested in individual securities through a separately managed account. We charge a fixed fee for our stand-alone financial planning, and we receive a fee from advisers to whom we refer clients.

You will pay fees and costs whether you make or lose money on your investments. Fees and costs will reduce any amount of money you make on your investments over time. Please make sure you understand what fees and costs you are paying. For additional information regarding program fees, please see [Fidelity.com/information](https://www.fidelity.com/information), specifically, FPWA's Form ADV Part 2A Brochure.

**Conversation Starter: Ask your FPWA financial professional:**

- *Help me understand how these fees and costs might affect my investments. If I give you \$10,000 to invest, how much will go to fees and costs, and how much will be invested for me?*

**What are your legal obligations to me when acting as my investment adviser? How else does your firm make money and what conflicts of interest do you have?**

When we act as your investment adviser, we have to act in your best interest and not put our interest ahead of yours. At the same time, the way we make money creates some conflicts with your interests. You should understand and ask us about these conflicts because they can affect the investment advice we provide you. Here are some examples to help you understand what this means.

- FPWA or its affiliates typically earn more when you invest in a product that we or one of our affiliates advise, manage, sponsor, or refer you to, such as a Fidelity mutual fund or ETP. This creates an incentive for us and our affiliates to recommend and invest your assets in our investment products over those offered by another company.
- FPWA or its affiliates earn more on your investments in some third-party funds and ETPs, and therefore have an incentive to recommend and invest your assets in these funds and ETPs over others.
- Our investment advisory programs charge different fees. This creates an incentive for us or our affiliates to recommend advisory programs that pay us or our affiliates higher fees over other programs.

**Conversation Starter: Ask your FPWA financial professional:**

- *How might your conflicts of interest affect me, and how will you address them?*

For more details on conflicts, please see [Fidelity.com/information](https://www.fidelity.com/information).

**How do your financial professionals make money?**

FPWA representatives also work for our affiliated broker-dealer, FBS, for a salary and either an annual bonus or variable compensation. They earn more from some advisory programs than from other programs, or from providing brokerage services through FBS. Our representatives have an incentive to recommend that you select a program or product that pays them more compensation than those that will pay them less. For more details on compensation, please see [Fidelity.com/information](https://www.fidelity.com/information).

**Do you or your financial professionals have legal or disciplinary history?**

Yes. Visit [Investor.gov/CRS](https://www.investor.gov/CRS) for a free and simple search tool to research us and our financial professionals.

**Conversation Starter: Ask your FPWA financial professional:**

- *As a financial professional, do you have any disciplinary history? For what type of conduct?*

For more information about our investment advisory and brokerage services, or to obtain a copy of this Form CRS, or the Form CRS for FBS, go to <https://www.fidelity.com/information>. To request up-to-date information, the latest Form CRS, or a hard copy of materials that are hyperlinked above, call 1.800.FIDELITY (1-800-343-3548).

**Conversation Starter: Ask your FPWA financial professional:**

- *Who is my primary contact person? Is he or she a representative of an investment adviser or broker-dealer? Who can I talk to if I have concerns about how this person is treating me?*



Scan for more information

## *SUPPLEMENTAL*

# *INFORMATION*

This booklet contains important information about the Fidelity SIMPLE IRA. Please review it and keep for your records.

**Custodial Agreement and  
Disclosure Statement**

**Fidelity Brokerage Retirement  
Customer Account Agreement**

**Privacy Notice**

**Brokerage Commission and Fee Schedule**

**Guide to Brokerage and Investment Advisory  
Services at Fidelity Investments**

**FDIC-Insured Deposit Sweep Program Disclosure**



# SIMPLE-IRA Custodial Agreement

The participant whose name appears on the accompanying Application is establishing a savings incentive match plan for employees of small employers' individual retirement account (SIMPLE-IRA) under Sections 408(a) and 408(p) of the Internal Revenue Code to provide for his or her retirement and for the support of his or her beneficiaries after death. The Custodian named on the accompanying Application has given the participant the Disclosure Statement required under Regulations Section 1.408-6. The participant and the Custodian make the following Agreement:

## Article I

The Custodian will accept cash contributions made on behalf of the participant by the participant's employer under the terms of a SIMPLE-IRA plan described in Section 408(p). In addition, the Custodian will accept transfers or rollovers from other SIMPLE-IRAs of the participant and, after the 2-year period of participation defined in section 72(t)(6), transfers or rollovers from any eligible retirement plan (as defined in section 402(c)(8)(B)) other than a Roth IRA or a designated Roth account. No other contributions will be accepted by the Custodian.

## Article II

The participant's interest in the balance in the Custodial Account is nonforfeitable.

## Article III

- No part of the Custodial Account funds may be invested in life insurance contracts, nor may the assets of the Custodial Account be commingled with other property except in a common trust fund or common investment fund (within the meaning of Section 408(a)(5)).
- No part of the Custodial Account funds may be invested in collectibles (within the meaning of Section 408(m)) except as otherwise permitted by Section 408(m)(3), which provides an exception for certain gold, silver, and platinum coins, coins issued under the laws of any state, and certain bullion.

## Article IV

- Notwithstanding any provision of this agreement to the contrary, the distribution of the participant's interest in the Custodial Account shall be made in accordance with the following requirements and shall otherwise comply with Section 408(a)(6) and the regulations thereunder, the provisions of which are herein incorporated by reference.
- The participant's entire interest in the Custodial Account must be, or begin to be, distributed not later than the participant's required beginning date, April 1 following the calendar year in which the participant reaches age 70½. By that date, the participant may elect, in a manner acceptable to the Custodian, to have the balance in the Custodial Account distributed in:
  - A single sum or
  - Payments over a period not longer than the life of the participant or the joint lives of the participant and his or her designated beneficiary.
- If the participant dies before his or her entire interest is distributed to him or her, the remaining interest will be distributed as follows:
  - If the participant dies on or after the required beginning date and:
    - the designated beneficiary is the participant's surviving spouse, the remaining interest will be distributed over the surviving spouse's life expectancy as determined each year until such spouse's death, or over the period in paragraph (a)(iii) below if longer. Any interest remaining after the spouse's death will be distributed over such spouse's remaining life expectancy as determined in the year of the spouse's death and reduced by 1 for each subsequent year, or, if distributions are being made over the period in paragraph (a)(iii) below, over such period.
    - the designated beneficiary is not the participant's surviving spouse, the remaining interest will be distributed over the beneficiary's remaining life expectancy as determined in the year following the death of the participant and reduced by 1 for each subsequent year, or over the period in paragraph (a)(iii) below if longer.
    - there is no designated beneficiary, the remaining interest will be distributed over the remaining life expectancy of the participant as determined in the year of the participant's death and reduced by 1 for each subsequent year.

(b) If the participant dies before the required beginning date, the remaining interest will be distributed in accordance with (i) below or, if elected or there is no designated beneficiary, in accordance with (ii) below:

- The remaining interest will be distributed in accordance with paragraphs (a)(i) and (a)(ii) above (but not over the period in paragraph (a)(iii), even if longer), starting by the end of the calendar year following the year of the participant's death. If, however, the designated beneficiary is the participant's surviving spouse, then this distribution is not required to begin before the end of the calendar year in which the participant would have reached age 70½. But, in such case, if the participant's surviving spouse dies before distributions are required to begin, then the remaining interest will be distributed in accordance with (a)(ii) above (but not over the period in paragraph (a)(iii), even if longer), over such spouse's designated beneficiary's life expectancy, or in accordance with (ii) below if there is no such designated beneficiary.
  - The remaining interest will be distributed by the end of the calendar year containing the fifth anniversary of the participant's death.
- If the participant dies before his or her entire interest has been distributed and if the designated beneficiary is not the participant's surviving spouse, no additional contributions may be accepted in the Account.
  - The minimum amount that must be distributed each year, beginning with the year containing the participant's required beginning date, is known as the "required minimum distribution" and is determined as follows:
    - The required minimum distribution under paragraph 2(b) for any year, beginning with the year the participant reaches age 70½, is the participant's Account value at the close of business on December 31 of the preceding year divided by the distribution period in the uniform lifetime table in Regulations Section 1.401(a)(9)-9. However, if the participant's designated beneficiary is his or her surviving spouse, the required minimum distribution for a year shall not be more than the participant's Account value at the close of business on December 31 of the preceding year divided by the number in the joint and last survivor table in Regulations Section 1.401(a)(9)-9. The required minimum distribution for a year under this paragraph (a) is determined using the participant's (or, if applicable, the participant and spouse's) attained age (or ages) in the year.
    - The required minimum distribution under paragraphs 3(a) and 3(b)(i) for a year, beginning with the year following the year of the participant's death (or the year the participant would have reached age 70½, if applicable under paragraph 3(b)(i)) is the Account value at the close of business on December 31 of the preceding year divided by the life expectancy (in the single life table in Regulations Section 1.401(a)(9)-9) of the individual specified in such paragraphs 3(a) and 3(b)(i).
    - The required minimum distribution for the year the participant reaches age 70½ can be made as late as April 1 of the following year. The required minimum distribution for any other year must be made by the end of such year.
  - The owner of two or more IRAs (other than Roth IRAs) may satisfy the minimum distribution requirements described above by taking from one IRA the amount required to satisfy the requirement for another in accordance with the regulations under Section 408(a)(6).

## Article V

- The participant agrees to provide the Custodian with all information necessary to prepare any reports required by Sections 408(i) and 408(l)(2) and Regulations Sections 1.408-5 and 1.408-6.
- The Custodian agrees to submit to the Internal Revenue Service (IRS) and participant the reports prescribed by the IRS.
- The Custodian also agrees to provide the participant's employer the summary description described in Section 408(l)(2) unless this SIMPLE IRA is a transfer SIMPLE IRA.

## Article VI

Notwithstanding any other articles that may be added or incorporated, the provisions of Articles I through III and this sentence will be controlling. Any additional



articles inconsistent with Sections 408(a) and 408(p) and the related regulations will be invalid.

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## Article VII

This agreement will be amended as necessary to comply with the provisions of the Code and the related regulations. Other amendments may be made with the consent of the participant and the Custodian.

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## Article VIII

**1. Definitions.** The following definitions shall apply to terms used in this Agreement:

- (a) "Account" or "Custodial Account" means the custodial account established hereunder for the benefit of the Depositor to receive contributions under a SIMPLE-IRA plan described in Section 408(p) of the Code.
- (b) "Agreement" means the Fidelity SIMPLE-IRA Custodial Agreement and Disclosure Statement, as may be amended from time to time, including the information and provisions set forth in any Application that goes with this Agreement. This Agreement, including the Application and any designation of Beneficiary filed with the Custodian, may be proved either by an original copy or by a reproduced copy thereof, including, without limitation, a copy reproduced by photocopying, facsimile transmission, electronic record, or electronic imaging.
- (c) "Account Application" or "Application" shall mean the Application and the accompanying instructions, as may be amended from time to time, by which this Agreement is established between the Depositor and the Custodian. The statements contained therein shall be incorporated into this Agreement.
- (d) "Applicable Limit" shall mean the annual elective deferral limit as determined in accordance with the following schedule. Employees who will not have attained age 50 before the end of the Plan Year may contribute up to \$12,500 per year for 2018 and \$13,000 per year for 2019. This limit may be adjusted from time to time, in multiples of \$500, by the Secretary of the Treasury in accordance with Section 408(p)(2)(E) of the Code for increases in the cost of living. Employees who will have attained age 50 before the end of the Plan Year may exceed the aforementioned limits by a catch-up contribution amount of up to \$3,000 per year for 2018 and 2019. The additional limit may also be adjusted from time to time, in multiples of \$500, for increases in the cost of living.
- (e) "Authorized Agent" means the person or persons authorized by the Depositor (or following the death of the Depositor, the Beneficiary) in a form and manner acceptable to the Custodian to purchase or sell Shares or Other Funding Vehicles in the Depositor's (or following the death of the Depositor, the Beneficiary's) Account and to perform such other duties and responsibilities on behalf of the Depositor (or following the death of the Depositor, the Beneficiary) as set forth under this Agreement. The Custodian shall have no duty to question the authority of any such Authorized Agent.
- (f) "Beneficiary" shall mean the person(s) or entity (including a trust or estate, in which case the term may mean the trustee or personal representative acting in their fiduciary capacity) designated as such by the Depositor (or, following the death of the Depositor, designated as such by a Beneficiary) (i) in a manner acceptable to and filed with the Custodian pursuant to Article VIII, Section 7, of this Agreement, or (ii) pursuant to the default provisions of Article VIII, Section 7, of this Agreement.
- (g) "Code" shall mean the Internal Revenue Code of 1986, as amended.
- (h) "Company" shall mean FMR LLC, a Delaware corporation, or any successor or affiliate thereof to which FMR LLC may, from time to time, delegate or assign any or all of its rights or responsibilities under this Agreement.
- (i) "Conversion Amount" shall mean all or any part of a distribution from the Account that is deposited in a Roth IRA.
- (j) "Custodian" shall mean Fidelity Management Trust Company or its successor(s) or affiliates. Custodian shall include any agent of the Custodian as duly appointed by the Custodian.
- (k) "Depositor" or "Participant" means the person named in the Account Application.
- (l) "Election Period" shall mean the 60-day period immediately preceding January 1 of a calendar year. For the initial Plan Year, the Election Period shall mean the 60-day period that precedes or runs concurrent with the Effective Date of the Plan or the day plan notice is provided to each Eligible Employee, if later. In the case of an employee who becomes an Eligible Employee other than at the beginning of the calendar year because i) the Employer has not elected a prior year compensation requirement in the Adoption Agreement, ii) the employee satisfied the prior year's compensation requirement during a prior period of employment with the Employer, or iii) the plan is first effective after the beginning of the calendar year, the Election Period shall begin on the day plan notice is provided to the employee and shall include either the day the employee becomes eligible or the day before that date.

- (m) "Employer" means the sole proprietorship, partnership, corporation or other entity named in the Account Application, or any successor or predecessor to it, or any other Employer that contributed to a SIMPLE plan on behalf of the Depositor.
- (n) "Investment Company Shares" or "Shares" shall mean shares of stock, trust certificates, or other evidences of interest (including fractional shares) in any corporation, partnership, trust, or other entity registered under the Investment Company Act of 1940 (i) for which Fidelity Management & Research Company, a Massachusetts corporation, or its successors or affiliates, serves as investment advisor.
- (o) "Money Market Shares" shall mean any Investment Company Shares that are issued by a money market mutual fund.
- (p) "Other Funding Vehicles" shall include (i) all marketable securities traded over the counter or on a recognized securities exchange that are eligible for registration on the book entry system maintained by Depository Trust Company ("DTC") or its successors; (ii) if permitted by the Custodian, interest-bearing accounts including those of the Custodian, and such other non-DTC-eligible assets (but not including futures contracts) that are permitted to be acquired under a Custodial Account pursuant to Section 408(a) of the Code and which are acceptable to the Custodian. Notwithstanding the above, the Custodian reserves the right to refuse to accept and hold any specific asset. All assets of the Custodial Account shall be registered in the name of the Custodian or its nominee, but such assets shall generally be held in an Account for that the records are maintained on a proprietary recordkeeping system of the Company.
- (q) "Plan Year" shall mean the calendar year.
- (r) "SIMPLE" shall mean a Savings Incentive Match Plan for Employees, as defined in Section 408(p) of the Code, under which salary reduction contributions and Employer matching contributions or Employer nonelective contributions may be made.

## 2. Investment of Contributions.

Contributions to the Account may only be invested in Investment Company Shares, and shall be invested as described below. Notwithstanding the foregoing, if permitted by the Custodian, assets in the Account may be invested in Other Funding Vehicles. Notwithstanding the above, the Custodian reserves the right to refuse to accept and hold any specific asset, including tax-free investment vehicles. Contributions shall be invested as follows:

- (a) *General.* All contributions (including transfer of assets) to the Account shall be invested in accordance with the Depositor's instructions in the Application or as the Depositor, the Depositor's Authorized Agent, or the Depositor's Employer directs in a form and manner acceptable to the Custodian, and with subsequent instructions given by the Depositor or the Depositor's Authorized Agent (or, after the death of the Depositor, the Beneficiary) or the Depositor's Employer, as the case may be, to the Custodian in a form and manner acceptable to the Custodian. By giving such instructions to the Custodian, such person will be deemed to have acknowledged receipt of the then-current prospectus, disclosure document, or offering circular for any Investment Company Shares or Other Funding Vehicles in which the Depositor (or the Depositor's Authorized Agent or Beneficiary) or the Depositor's Employer, as the case may be, directs the Custodian to invest assets in the Account. All charges incidental to carrying out such instructions shall be charged and collected in accordance with Article VIII, Section 18. Notwithstanding the foregoing, if permitted by the Custodian and if the Employer has designated the Custodian to serve as a designated financial institution under Section 408(p)(7) of the Code in the manner prescribed by the Internal Revenue Service, and the Custodian has accepted such designation as evidenced by written acceptance mailed to the Employer, the Custodian shall not be obligated to invest any contributions to the Custodial Account that the Custodian has been advised will be transferred without cost or penalty to the Depositor to another SIMPLE-IRA (or, if the two-year (2-year) period beginning on the date contributions were first made to a Depositor's SIMPLE-IRA Employer (the "two-year period") has elapsed, to another IRA) in Other Funding Vehicles or Investment Company Shares, unless such Shares are Money Market Shares designated by the Custodian.
- (b) *Initial Contribution.* The Custodian will invest all contributions promptly after the receipt thereof. However, the Custodian shall not be obligated to invest the Depositor's initial contribution to this Custodial Account as indicated on the Application, until at least seven (7) calendar days have elapsed from the date of acceptance of the Application by or on behalf of the Custodian. The Depositor shall be deemed to have received a copy of the Disclosure Statement that accompanies this Agreement unless a request for revocation is made to the Custodian within seven (7) calendar days following the acceptance of the Application by or on behalf of the Custodian, as evidenced by notification to the Depositor (or following the death of the Depositor, the Beneficiary) in a form and manner acceptable to the Custodian.
- (c) *Incomplete, Unclear, or Unacceptable Instructions.* If the Custodial Account at any time contains an amount as to which investment instructions

in accordance with this Section 2 have not been received by the Custodian, or if the Custodian receives instructions as to an investment selection or allocation that are, in the opinion of the Custodian, incomplete, not clear, or otherwise not acceptable, the Custodian may request additional instructions from the Depositor (or the Depositor's Authorized Agent, or the Beneficiary) or the Depositor's Employer. Pending receipt of such instructions, any cash may (i) remain uninvested pending receipt by the Custodian of clear investment instructions from the Depositor (or the Depositor's Authorized Agent, or, after the death of the Depositor, the Beneficiary) or the Depositor's Employer, (ii) be invested in Money Market Shares or other core account investment vehicle, or (iii) be returned to the Depositor or the Depositor's Employer, as the case may be, and any other investment may remain unchanged. The Custodian shall not be liable to anyone for any loss resulting from delay in investing such an amount or in implementing such instructions. Notwithstanding the above, the Custodian may, but need not, for administrative convenience maintain a balance of up to \$100 of uninvested cash in the Custodial Account.

- (d) *Minimum Investment.* Any other provision herein to the contrary notwithstanding, the Depositor (or the Depositor's Authorized Agent, or, after the death of the Depositor the Beneficiary) or the Depositor's Employer may not direct that any part or all of the Custodial Account be invested in Investment Company Shares or in Other Funding Vehicles unless the aggregate amount to be invested is at least such amount as the Custodian shall establish from time to time.
- (e) *No Duty.* The Custodian shall not have any duty to question the directions of the Depositor (or the Depositor's Authorized Agent, or the Beneficiary) or the Depositor's Employer, as the case may be, in the investment or ongoing investment of the Custodial Account or to advise the Depositor (or the Authorized Agent, or the Beneficiary) or the Depositor's Employer, as the case may be, regarding the purchase, retention, withdrawal, or sale of assets credited to the Custodial Account. The Custodian, or any of its affiliates, successors, agents, or assigns shall not be liable for any loss that results from the Depositor's (or the Depositor's Authorized Agent, or the Beneficiary) or Depositor's Employer's exercise of control (whether by his or her action or inaction) over the Custodial Account, or any loss that results from any directions received from the Depositor (or the Depositor's Authorized Agent, or the Beneficiary) or the Depositor's Employer with respect to SIMPLE IRA assets.

**3. Types of Contributions.** Only SIMPLE contributions shall be made to a SIMPLE-IRA, and, with the exception of Rollover Contributions, which are more fully described below, such contributions are limited to the following:

- (a) *Salary Reduction Contributions.* Each Depositor who is an eligible employee under the Employer's SIMPLE-IRA Plan must be permitted to make salary reduction contributions if he or she so elects. A salary reduction contribution is a contribution, generally expressed as a percentage of compensation, that an employee elects to have contributed to his or her SIMPLE-IRA instead of receiving that amount in cash. The Employer may permit the Depositor to express the amount of his or her salary reduction contribution as a specific dollar amount. Salary reduction contributions cannot exceed the Applicable Limit per Plan Year. The Depositor may cease salary reduction contributions at any time by notifying the Employer. Salary reduction contributions include catch-up contributions pursuant to Section 414(v) of the Code for Depositors age 50 or older.
- (b) *Catch-Up Contributions.* Eligible Employees who have attained age 50 before the close of the Plan Year are eligible to make catch-up contributions to the Account in accordance with and subject to the limitations of Section 414(v) of the Code. Catch-up contributions are not taken into account for purposes of determining the limits under Sections 402(g), 408(p), or 415 of the Code.
- (c) *Employer Matching Contributions.* An Employer is generally required to make a matching contribution on behalf of each eligible employee in an amount equal to the Depositor's salary reduction contributions, up to 3% of the Depositor's compensation for the applicable Plan Year. The Employer can elect to reduce this matching contribution to not less than 1%, provided notification is provided by the Employer of the Employer's intention to reduce this limit within a reasonable period of time before the Election Period for that Plan Year, and such a reduction in matching contributions has not occurred in more than two out of the last five years that ends with (and includes) the Plan Year for which the election is effective. The maximum Employer Matching contribution that can be made is the Applicable Limit. The Custodian shall not be responsible for determining the amount of any matching contribution made on behalf of the Depositor, nor shall the Custodian be responsible to recommend or compel any Employer contributions to the Account. The disposition of excess matching contributions will be made in accordance with instructions from the Depositor (or the Depositor's Authorized Agent, or, after the death of the Depositor, the Beneficiary) or the Depositor's Employer, as the case may be, to the Custodian in a form and manner acceptable to it. If you, as Depositor, are

50 years of age or older, your Employer must generally match any catch-up contributions you make up to the limits described herein.

- (d) *Employer Nonelective Contributions.* Instead of making a matching contribution, an Employer may make a nonelective contribution equal to 2% of each eligible employee's compensation, without regard to whether the employee was making salary reduction contributions for the applicable calendar year. The compensation that is taken into account for this 2% nonelective contribution is limited to \$200,000, as may be adjusted by the IRS for cost of living increases in accordance with Section 401(a)(17) of the Code. Eligible employees must be notified by the Employer that a 2% nonelective contribution will be made instead of a matching contribution within a reasonable period of time before the Election Period. The Custodian shall not be responsible for determining the amount of any nonelective contribution made on behalf of the Depositor, nor shall the Custodian be responsible to recommend or compel any Employer contributions to the Account. The disposition of excess nonelective contributions will be made in accordance with instructions from the Depositor (or the Depositor's Authorized Agent, or, after the death of the Depositor, the Beneficiary) or the Depositor's Employer, as the case may be, to the Custodian in a form and manner acceptable to it.

**4. Timing of Contributions.** An Employer matching or nonelective contribution is deemed to have been made on the last day of the preceding taxable year if the contribution is made by the deadline for filing the Employer's income tax return (including extensions) for the taxable year that includes the last day of the Plan Year for which the contributions are made, or such later date as may be determined by the Department of the Treasury or the IRS. Salary reduction contributions are made prospectively on a calendar year basis, and must be contributed to a Depositor's Account, in a form and manner acceptable to the Custodian, as soon as such contributions can reasonably be segregated from the Employer's general assets, but in no event later than 30 calendar days following the last day of the month in which amounts were withheld from the Employee's compensation. The Custodian will not be responsible under any circumstances for the timing, purpose, or propriety of any contribution, nor shall the Custodian incur any liability for any tax imposed on account of any contribution.

**5. Rollover Contributions.** The Custodian will accept for the Custodial Account all rollover contributions from SIMPLE-IRAs that consist of cash, and it may, but shall be under no obligation to, accept all or any part of any other rollover contribution from another SIMPLE-IRA. The Depositor (or the Depositor's Authorized Agent) shall designate each rollover contribution as such to the Custodian, and by such designation shall confirm to the Custodian that a proposed rollover contribution qualifies as a rollover contribution within the meaning of Section 408(d)(3) of the Code. The Depositor (or the Depositor's Authorized Agent) shall provide any information the Custodian may require to properly allocate IRA rollover contributions to the Depositor's Account(s). Submission by or on behalf of a Depositor of a rollover contribution consisting of assets other than cash or property permitted as an investment under this Article VIII shall be deemed to be the instruction of the Depositor to the Custodian that, if such rollover contribution is accepted, the Custodian will use its best efforts to sell those assets for the Depositor's Account, and to invest the proceeds of any such sale in accordance with Section 2. To the extent permitted by law, the Custodian shall not be liable to anyone for any loss resulting from such sale or delay in effecting such sale; or for any loss of income or appreciation with respect to the proceeds thereof after such sale and prior to investment pursuant to Section 2; or for any failure to effect such sale if such property proves not readily marketable in the ordinary course of business. All brokerage and other costs incidental to the sale or attempted sale of such property will be charged to the Custodial Account in accordance with Article VIII, Section 18. In the case of a distribution from a SIMPLE-IRA, such distribution qualifies as a rollover contribution, provided it is deposited timely to another SIMPLE-IRA (or, if the "two year period" has elapsed, to another IRA) or to an employer sponsored plan that accepts such rollovers, and otherwise satisfies the requirements of Section 408(d)(3) of the Code for a rollover contribution.

**6. Reinvestment of Earnings.** In the absence of instructions pursuant to Section 2, distributions of every nature that are received in respect of the assets in a Depositor's (or following the death of the Depositor, the Beneficiary's) Custodial Account shall be reinvested as described herein:

- (a) In the case of a distribution in respect of Investment Company Shares that may be received, at the election of the Depositor, in cash or in additional Shares of such Investment Company, the Custodian shall elect to receive such distribution in additional Shares of that Investment Company.
- (b) In the case of a cash distribution that is received in respect of Investment Company Shares, the Custodian shall reinvest such cash in additional Shares of that Investment Company.
- (c) In the case of any other distribution of any nature received in respect of assets in the Custodial Account, the distribution shall be liquidated to cash, if necessary, and shall be reinvested in accordance with the Depositor's instructions pursuant to Section 2.



**7. Designation of Beneficiary.** A Depositor may designate a Beneficiary as follows:

- (a) *General.* A Depositor (or following the death of the Depositor, the Beneficiary) may designate a Beneficiary or Beneficiaries at any time, and any such designation may be changed or revoked at any time, by a designation executed by the Depositor (or following the death of the Depositor, the Beneficiary) in a form and manner acceptable to, and filed with, the Custodian; provided, however, that such designation, or change or revocation of a prior designation, shall not be effective unless it is received and accepted by the Custodian no later than nine months after the death of the Depositor (or following the death of the Depositor, the Beneficiary), and provided, further, that such designation, change, or revocation shall not be effective as to any assets distributed or transferred out of the Account (including a transfer to an inherited IRA or Beneficiary Distribution Account) prior to the Custodian's receipt and acceptance of such designation, change, or revocation. Subject to Sections 9 and 10 below, the Custodian may distribute or transfer any portion of the Account immediately following the death of the Depositor (or following the death of the Depositor, the Beneficiary) under the provisions of the designation then on file with the Custodian, and such distribution or transfer discharges the Custodian from any and all claims as to the portion of the Account so distributed or transferred. The latest such designation or change or revocation shall control except as determined by applicable law. If the Depositor had not by the date of his or her death properly designated a primary or contingent Beneficiary in accordance with the preceding sentence, or if no designated primary or contingent Beneficiary survives the Depositor, the Depositor's Beneficiary shall be his or her surviving spouse, but if he or she has no surviving spouse, the Depositor's Beneficiary shall be his or her estate. If the Depositor designates more than one primary or contingent Beneficiary but does not specify the percentages to which such Beneficiary(ies) is entitled, payment will be made to the surviving Beneficiary(ies), as applicable in equal shares. Unless otherwise designated by the Depositor in a form and manner acceptable to the Custodian, if a primary or contingent Beneficiary designated by the Depositor predeceases the Depositor, the Shares and Other Funding Vehicles for which that deceased Beneficiary is entitled will be divided equally among the surviving primary and contingent Beneficiary(ies), as applicable. If the Beneficiary is not a U.S. citizen or other U.S. person (including a resident alien individual) at the time of death, the distribution options and tax treatment available to such Beneficiary may be more restrictive. Unless otherwise designated by the Depositor in a form and manner acceptable to the Custodian, if there are no primary Beneficiaries living at the time of the Depositor's death, payment of the Depositor's Account upon his or her death will be made to the surviving contingent Beneficiaries designated by the Depositor. If a Beneficiary does not predecease the Depositor but dies before receiving his or her entire interest in the Custodial Account, his or her remaining interest in the Custodial Account shall be paid to a Beneficiary or Beneficiaries designated by such Beneficiary(ies) as his or her successor Beneficiary in a form and manner acceptable to, and filed with, the Custodian; provided, however, that such designation is received and accepted by the Custodian in accordance with this section. If no proper designation has been made by such Beneficiary, in accordance with this section, distributions will be made to such Beneficiary's estate. Notwithstanding any provision of this Agreement to the contrary, for purposes of distributions calculated and requested pursuant to Article IV, the designated beneficiary within the meaning of Section 401(a)(9)(E) of the Code shall be the individual designated as such by the Depositor. Notwithstanding any provision of this Agreement to the contrary, unless otherwise designated by the Depositor (or following the death of the Depositor, by a Beneficiary) in a form and manner acceptable to the Custodian, when used in this Agreement or in any designation of Beneficiary received and accepted by the Custodian, the term "per stirpes" shall be construed as follows: if any primary or contingent Beneficiary, as applicable, does not survive the Depositor (or following the death of the Depositor, the Beneficiary), but leaves surviving descendants, any share otherwise payable to such beneficiary shall instead be paid to such beneficiary's surviving descendants by right of representation. In all cases, the Custodian shall be authorized to rely on any representation of facts made by the Depositor, the executor or administrator of the estate of the Depositor, any Beneficiary, the executor or administrator of the estate of any Beneficiary, or any other person deemed appropriate by the Custodian in determining the identity of unnamed Beneficiaries.
- (b) *Minors.* If a distribution upon the death of the Depositor (or following the death of the Depositor, the Beneficiary) is payable to a person known by the Custodian to be a minor or otherwise under a legal disability, the Custodian may, in its absolute discretion, make all or any part of the distribution to (i) a parent of such person; (ii) the guardian, conservator, or other legal representative, wherever appointed, of such person; (iii) a Custodial

Account established under a Uniform Gifts to Minors Act, Uniform Transfers to Minors Act, or similar act; (iv) any person having control or custody of such person; or (v) to such person directly. Notwithstanding anything in this Agreement to the contrary, if the Account is established for a minor under the provisions of either the Uniform Gifts to Minors Act or the Uniform Transfers to Minors Act (to the extent permitted by the Custodian), the Beneficiary of such Account while so established and maintained shall be the minor's estate or as otherwise determined in accordance with the applicable state Uniform Gifts to Minors Act or Uniform Transfers to Minors Act.

- (c) *QTIPS and QDOTS.* A Depositor may designate as Beneficiary of his or her Account a trust for the benefit of his or her surviving spouse that is intended to satisfy the conditions of Sections 2056(b)(7) or 2056A of the Code (a "Spousal Trust"). In that event, if the Depositor is survived by his or her spouse, the following provisions shall apply to the Account, from and after the death of the Depositor until the death of the Depositor's surviving spouse: (i) all of the income of the Account shall, at the direction of the trustee(s) of the Spousal Trust be paid to the Spousal Trust annually or at more frequent intervals as directed by the trustee(s) of such Spousal Trust, and (ii) no person shall have the power to assign any part of the Account to any person or entity other than the Spousal Trust. To the extent permitted by Section 401(a)(9) of the Code, as determined by the trustee(s) of the Spousal Trust, the surviving spouse of a Depositor who has designated a Spousal Trust as his or her Beneficiary may be treated as his or her "designated beneficiary" for purposes of the distribution requirements of that Code section. The Custodian shall have no responsibility to determine whether such treatment is appropriate.
- (d) *Judicial Determination.* Anything to the contrary herein notwithstanding, in the event of reasonable doubt respecting the proper course of action to be taken, the Custodian may in its sole and absolute discretion resolve such doubt by judicial determination, which shall be binding on all parties claiming any interest in the Account. In such event, all court costs, legal expenses, reasonable compensation of time expended by the Custodian in the performance of its duties, and other appropriate and pertinent expenses and costs shall be collected by the Custodian from the Custodial Account in accordance with Article VIII, Section 18.
- (e) *No Duty.* The Custodian shall not have any duty to question the directions of a Depositor (or the Authorized Agent, or the Beneficiary) as to the time(s) and amount(s) of distributions from the Custodial Account, or to advise him or her regarding the compliance of such distributions with Section 408(a)(6), Section 401(a)(9), Section 2056(b)(7), or Section 2056A of the Code.

**8. Payroll Deduction.** A Depositor must elect to have salary reduction contributions to his or her Custodial Account made through payroll deduction in a form and manner acceptable to the Custodian. In order to establish payroll deduction, the Depositor must authorize his or her Employer to deduct a fixed percentage (or a fixed dollar amount, if permitted by the Employer) from a pay period's salary up to a total amount of the Applicable Limit per year, as indexed by the Internal Revenue Service to reflect increases in the cost of living, or as may otherwise be reduced by limits imposed under Section 402(g) of the Code. The Custodian shall continue to receive for the Depositor's Account salary reduction contributions until such time as the Depositor's instruction to his or her Employer (with reasonable advance notice) causes such contributions to be modified or to cease.

**9. Transfers to or from the Account.** Assets held on behalf of the Depositor in another SIMPLE-IRA may be transferred by the trustee or custodian thereof directly to the Custodian, in a form and manner acceptable to the Custodian, to be held in the Custodial Account for the Depositor under this Agreement. The Custodian will not be responsible for any losses the Depositor may incur as a result of the timing of any such transfer from another trustee or custodian that are due to circumstances reasonably beyond the control of the Custodian. Assets held on behalf of the Depositor in the Account may be transferred directly to a trustee or custodian of another SIMPLE-IRA (or, if the two-year period beginning on the date the Depositor first received contributions under the SIMPLE-IRA plan maintained by the Depositor's employer ("the two-year period") has elapsed, to another IRA) established for the Depositor, if so directed by the Depositor in a form and manner acceptable to the Custodian. It shall be the Depositor's responsibility to ensure that the transfer is permissible and that any minimum distribution required by Sections 408(a)(6) and 401(a)(9) of the Code and applicable regulations is satisfied.

**10. Distributions from the Account.** Distributions from the Account will be made only upon the request of the Depositor (or, with the prior consent of the Custodian, the Depositor's Authorized Agent, or, after the death of the Depositor, the Beneficiary) in such form and in such manner as is acceptable to the Custodian, and will be included in gross income to the extent required by law. Notwithstanding this Section 10 and Section 17 below, the Custodian is empowered to make a distribution absent the Depositor's (or, with the prior consent of the Custodian, the Authorized Agent's, or, following the death of the Depositor, the Beneficiary's) direction if directed to do so pursuant to a court order or levy of any kind, or in the event the Custodian resigns or is removed as Custodian. In such instance, neither the Custodian nor the Company shall in any event incur any liability

for acting in accordance with such court order or levy, or with the procedures for resignation or removal in Section 23 below. For distributions requested pursuant to Article IV, life expectancy shall be calculated based on information provided by the Depositor (or the Depositor's Authorized Agent, or, after the death of the Depositor, his or her Beneficiary), using the applicable distribution period from a table prescribed by the Internal Revenue Service in regulations or other guidance. The Custodian shall be under no duty to perform any calculations in connection with distributions requested pursuant to Article IV unless otherwise required to do so by the Internal Revenue Service. Notwithstanding the foregoing, at the direction of the Depositor (or following the death of the Depositor, the Beneficiary), and with the consent of the Custodian, the Custodian may perform calculations in connection with such distributions. The Custodian shall not incur any liability for errors in such calculations as a result of its reliance on information provided by the Depositor (or the Depositor's Authorized Agent, or, after the death of the Depositor, his or her Beneficiary). Without limiting the generality of the foregoing, the Custodian is not obligated to make any distribution, including a minimum required distribution as specified in Article IV above, absent a specific direction from the Depositor (or the Depositor's Authorized Agent, or, after the death of the Depositor, the Beneficiary) to do so in a form and manner acceptable to the Custodian, and the Custodian may rely and shall be fully protected in so relying upon any such direction. The Custodian will not, under any circumstances, be responsible for the timing, purpose, or propriety of any distribution made hereunder, nor shall the Custodian incur any liability or responsibility for any tax imposed on account of any distribution or failure to make a required distribution. Notwithstanding anything herein to the contrary, on or before December 31, 2003, a Beneficiary receiving distributions pursuant to Paragraph 3(b)(ii) of Article IV of this Custodial Agreement may generally begin taking distributions over the Beneficiary's remaining life expectancy in accordance with Section 401(a)(9) of the Code and related regulations.

#### **11. Conversion of Distributions from the Account.**

Generally, the Depositor may convert any or all distributions from the Account for which the two-year period has elapsed beginning on the date you first received contributions under the SIMPLE-IRA plan maintained by your employer, for deposit into a Roth IRA ("Conversion Amount(s)"). However, any minimum distribution from the Account required by Sections 408(a)(6) and 401(a)(9) of the Code and applicable regulations for the year of the conversion cannot be converted to a Roth IRA. The Depositor (or Authorized Agent) shall designate each Conversion Amount as such to the Custodian and by such designation shall confirm to the Custodian that a proposed Conversion Amount qualifies as a conversion within the meaning of Sections 408A(c)(3), 408A(d)(3), and 408A(e) of the Code, except that any conversion contribution shall not be considered a rollover contribution for purposes of Section 408(d)(3)(B) of the Code relating to the one-rollover-per-year rule. Conversions must generally be made by December 31 of the year to which the conversion relates. Conversions made via a 60-day rollover must be deposited in a Roth IRA within 60 days.

**12. Recharacterization of Converted Amounts.** Amounts converted to a Roth IRA may be transferred ("recharacterized") via a trustee-to-trustee transfer to the Custodian, in a form and manner acceptable to the Custodian, to be held in the Account for the Depositor under this Agreement. It shall be the Depositor's responsibility in all cases to ensure that the recharacterization is permissible and satisfies the requirements of Code Section 408A and any related rules, regulations, and any other applicable guidance issued by the Internal Revenue Service. A contribution that constitutes a recharacterization of a prior conversion contribution must be made by the deadline for filing the Depositor's income tax return for the year to which the conversion contribution relates, or such later date as authorized by the IRS. The Custodian will not be responsible for any penalties or losses the Depositor may incur as a result of the timing of any such recharacterization from another trustee or custodian that are due to circumstances reasonably beyond the control of the Custodian.

**13. Actions in the Absence of Specific Instructions.** If the Custodian receives no response to communications sent to the Depositor (the Depositor's Authorized Agent, or, after the death of the Depositor, the Beneficiary) at the Depositor's (or the Depositor's Authorized Agent's, or the Beneficiary's) last known address as shown in the records of the Custodian, or if the Custodian determines, on the basis of evidence satisfactory to it, that the Depositor, or after the death of the Depositor, the Beneficiary, is legally incompetent, the Custodian thereafter may make such determinations with respect to distributions, investments, and other administrative matters arising under this Agreement as it considers reasonable, notwithstanding any prior instructions or directions given by or on behalf of the Depositor, or after the death of the Depositor, the Beneficiary. Any determinations so made shall be binding on all persons having or claiming any interest under the Custodial Account, and the Custodian shall not incur any obligation or liability for any such determination made in good faith, for any action taken in pursuance thereof, or for any fluctuations in the value of the Account in the event of a delay resulting from the Custodian's good faith decision to await additional information or evidence.

**14. Instructions, Notices, and Communications.** All instructions, notices, or communications, written or otherwise, required to be given by the Custodian to the Depositor (or following the death of the Depositor, the Beneficiary) shall be deemed to have been given when delivered or provided to the last known address, including an electronic address, of the Depositor or the Beneficiary in the records of the Custodian. All instructions, notices, or communications, written or otherwise, required to be given by the Depositor (or following the death of the Depositor, the Beneficiary) to the Custodian shall be mailed, delivered, or provided to the Custodian at its designated mailing address, including an electronic address if authorized by the Custodian, as specified on the Application or Account statement (or such other address as the Custodian may specify), and no such instruction, notice, or communication shall be effective until the Custodian's actual receipt thereof.

#### **15. Effect of Instructions, Notices, and Communications.**

- (a) *General.* The Custodian shall be entitled to rely conclusively upon, and shall be fully protected in any action or non-action taken in good faith in reliance upon, any instructions, notices, communications, or instruments, written or otherwise, believed to have been genuine and properly executed. Any such notification may be proved by original copy or reproduced copy thereof, including, without limitation, a copy produced by photocopying, facsimile transmission, electronic record, or electronic imaging. For purposes of this Agreement, the Custodian may (but is not required to) give the same effect to a telephonic instruction or an instruction received through electronic commerce as it gives to a written instruction, and the Custodian's action in doing so shall be protected to the same extent as if such telephonic or electronic commerce instructions were, in fact, a written instruction. Any such instruction may be proved by audio recorded tape, data file, or electronic record maintained by the Custodian, or other means acceptable to the Custodian, as the case may be.
- (b) *Incomplete or Unclear Instructions.* If the Custodian receives instructions or other information relating to the Depositor's (or following the death of the Depositor, the Beneficiary's) Custodial Account that are, in the opinion of the Custodian, incomplete or not clear, the Custodian may request instructions or other information from the Depositor (or the Depositor's Authorized Agent, or after the death of the Depositor, the Beneficiary) or the Depositor's Employer, as the case may be. Pending receipt of any such instructions or other information, the Custodian shall not be liable to anyone for any loss resulting from any delay, action, or inaction on the part of the Custodian. In all cases, the Custodian shall not have any duty to question any such instructions or information from a Depositor (or the Depositor's Authorized Agent, or the Beneficiary) or a Depositor's Employer relating to a Depositor's Custodial Account or to otherwise advise the Depositor (or the Depositor's Authorized Agent, or the Beneficiary) or the Depositor's Employer regarding any matter relating thereto.

#### **16. Tax Matters.**

- (a) *General.* The Custodian shall cause required reports and returns to be submitted to the Internal Revenue Service and to the Depositor (the Authorized Agent, or, following the death of the Depositor, the Beneficiary) including any returns relating to unrelated business taxable income generated by the Account. Such individual shall prepare any other report or return required in connection with maintaining the Account. Any taxes that result from unrelated business taxable income generated by the Account shall be remitted by the Custodian from available assets in the Account.
- (b) *Annual Report.* As required by the Internal Revenue Service, the Custodian shall deliver to the Depositor (or following the death of the Depositor, the Beneficiary) a report(s) of certain transactions effected in the Custodial Account and the fair market value of the assets of the Custodial Account as of the close of the calendar year. Unless the Depositor (or the Depositor's Authorized Agent, or, after the death of the Depositor, the Beneficiary) sends the Custodian written objection to a report within ninety (90) days of receipt, the Depositor (the Authorized Agent, or, after the death of the Depositor, the Beneficiary) shall be deemed to have approved of such report, and the Custodian and the Company, and their officers, employees, and agents shall be forever released and discharged from all liability and accountability to anyone with respect to their acts, transactions, duties, and responsibilities as shown on or reflected by such report(s). The Company shall not incur any liability in the event the Custodian does not satisfy its obligations as described herein.
- (c) *Tax Withholding.* Any distributions from the Custodial Account may be made by the Custodian net of any required tax withholding. If permitted by the Custodian, any distributions from the Custodial Account may be made net of any voluntary tax withholding requested by the Depositor (or, if permitted by the Custodian, the Authorized Agent, or, following the death of the Depositor, the Beneficiary). The Custodian shall be under no duty to withhold any excise penalty that may be due as a result of any transaction within the Custodial Account.

**17. Spendthrift Provision.** Subject to Section 10 above, any interest in the Account generally shall not be transferred or assigned by voluntary or involuntary act of the Depositor (or, following the death of the Depositor, the Beneficiary) or by operation of law; nor shall any interest in the Account be subject to alienation, assignment, garnishment, attachment, receivership, execution, or levy, except as required by law. However, this Section 17 shall not in any way be construed to, and the Custodian is in no way obligated or expected to, commence or defend any legal action or proceeding in connection with this Agreement or the Custodial Account. Commencement of legal action or proceeding or defense shall be solely the responsibility of the Depositor (or, following the death of the Depositor, the Beneficiary) unless agreed upon by the Custodian and Depositor (or, following the death of the Depositor, the Beneficiary), and unless the Custodian is fully indemnified for doing so to the Custodian's satisfaction. Notwithstanding the foregoing, in the event of a property settlement between a Depositor (or, following the death of the Depositor, the Beneficiary) and his or her former spouse pursuant to which the transfer of a Depositor's (or, following the death of the Depositor, the Beneficiary's) interest hereunder, or a portion thereof, is incorporated in a divorce decree or in an instrument, written or otherwise, incident to such divorce or legal separation, then the interest so decreed by a Court to be the property of such former spouse shall be transferred to a separate custodial account for the benefit of such former spouse, in accordance with Section 408(d)(6) of the Code. In the event the Custodian is directed to distribute assets from the Custodial Account pursuant to a court order or levy, the Custodian shall do so in accordance with such order or levy and Section 10 above, and the Custodian shall not incur any liability for distributing such assets of the Account.

**18. Fees and Expenses**

- (a) *General.* The fees of the Custodian for performing its duties hereunder shall be in such amount as it shall establish from time to time, as communicated on the Schedule of Fees that accompanies this Agreement, or in some other manner acceptable to the Custodian. All such fees, as well as expenses (such as, without limitation, fees for special legal services, taxes levied or assessed, or expenses in connection with the liquidation or retention of all or part of a rollover contribution) shall be collected by the Custodian from cash available in the Custodial Account, or if insufficient cash shall be available, by sale or withdrawal of sufficient assets in the Custodial Account and application of the sales proceeds or funds withdrawn to pay such fees and expenses. Alternatively, but only with the consent of the Custodian, fees and expenses may be paid directly to the Custodian by the Depositor (or the Depositor's Authorized Agent, or, after the death of the Depositor, the Beneficiary) by separate check. Notwithstanding the foregoing, if permitted by the Custodian and if the Employer has designated the Custodian to serve as a designated financial institution under Section 408(p)(7) of the Code in the manner prescribed by the IRS, and the Custodian has accepted such designation as evidenced by written acceptance mailed to the Employer, the Depositor may request in a form and manner acceptable to the Custodian that certain assets in the Depositor's Custodial Account be transferred without cost or penalty to the Depositor to another SIMPLE-IRA designated by the Depositor (or, if the two-year period has elapsed, to another IRA designated by the Depositor) maintained for the Depositor's benefit, pursuant to the procedures described in the summary description delivered to the Depositor by the Depositor's Employer.
- (b) *Advisor Fees.* The Custodian shall, upon direction from the Depositor (or the Depositor's Authorized Agent, or, after the death of the Depositor, the Beneficiary) disburse from the Custodial Account payment to the Depositor's registered investment advisor any fees for financial advisory services rendered with regard to the assets held in the Account. Any such direction must be provided in a form and manner acceptable to the Custodian. The Custodian shall be entitled to rely conclusively upon, and shall be fully protected in any action or non-action taken in full faith reliance upon, any such fee disbursement direction.
- (c) *Sale of Assets /Withdrawal of Funds.* Whenever it shall be necessary in accordance with this Section 18 to sell assets or withdraw funds in order to pay fees or expenses, the Custodian may sell or withdraw any or all of the assets credited to the Custodial Account at that time, and shall invest the portion of the sales proceeds/funds withdrawn remaining after collection of the applicable fees and expenses therefrom in accordance with Section 2. The Custodian shall not incur any liability on account of its sale or retention of assets under such circumstances.

**19. Voting with Respect to Securities.** The Custodian shall deliver to the Depositor (or, following the death of the Depositor, the Beneficiary) all prospectuses and proxies that may come into the Custodian's possession by reason of its holding of Investment Company Shares or Other Funding Vehicles in the Custodial Account. The Depositor (or the Depositor's Authorized Agent, or, following the death of the Depositor, the Beneficiary) may direct the Custodian as to the manner in which any Investment Company Shares or Other Funding Vehicles held in the Custodial Account shall be voted with respect to any matters as to which the Custodian as holder of record is entitled to vote, coming before any meeting of

shareholders of the corporation that issued such securities, or of holders of interest in the Investment Company or corporation that issued such Investment Company Shares or Other Funding Vehicles. All such directions shall be in a form and manner acceptable to the Custodian, and delivered to the Custodian or its designee within the time prescribed by it. The Custodian shall vote only those securities and Investment Company Shares with respect to which it has received timely directions from the Depositor (or the Depositor's Authorized Agent, or the Beneficiary); provided, however, that by establishing (or having established) the Custodial Account, the Depositor authorizes the Custodian to vote any Investment Company Shares held in the Custodial Account on the applicable record date, for which no timely instructions are received, in the same proportions as the Custodian has been instructed to vote the Investment Company Shares held in the Custodial Accounts for which it has received timely instructions, but effective solely with respect to votes before January 1, 2003, only to the extent that such vote is necessary to establish a quorum.

**20. Limitations on Custodial Liability and Indemnification.**

Neither the Custodian, the Company, nor any agent or affiliate thereof provides tax or legal advice. Depositors, Beneficiaries, and Authorized Agents are strongly encouraged to consult their attorney or tax advisor with regard to their specific situation. The Depositor (or, following the death of the Depositor, the Beneficiary) and the Custodian intend that the Custodian shall have and exercise no discretion, authority, or responsibility as to any investment in connection with the Account, and the Custodian shall not be responsible in any way for the purpose, propriety, or tax treatment of any contribution, or of any distribution, or any other action or non-action taken pursuant to the Depositor's direction (or that of the Depositor's Employer, Authorized Agent, or, after the death of the Depositor, the Beneficiary). The Depositor (or, following the death of the Depositor, the Beneficiary) who directs the investment of his or her Account shall bear sole responsibility for the suitability of any directed investment and for any adverse consequences arising from such an investment, including, without limitation, the inability of the Custodian to value or to sell an illiquid investment, or the generation of unrelated business taxable income with respect to an investment. Unless the Depositor (the Authorized Agent or the Beneficiary) sends the Custodian written objection to any statement, notice, confirmation, or report within ninety (90) days of receipt from the Custodian, the Depositor (the Authorized Agent or the Beneficiary) shall be deemed to have approved of such statement, notice, confirmation, or report, and the Custodian and the Company, and their officers, employees, and agents shall be forever released and discharged from all liability and accountability to anyone with respect to their acts, transactions, duties, and responsibilities as shown on or reflected by such statement, notice, confirmation or report(s). To the fullest extent permitted by law, the Depositor (the Depositor's Authorized Agent, or, following the death of the Depositor, the Beneficiary) shall at all times fully indemnify and save harmless the Custodian, the Company and their agents, affiliates, successors, and assigns, and their officers, directors, and employees, from any and all liability arising from the Depositor's (the Depositor's Authorized Agent's, or, following the death of the Depositor, the Beneficiary's) direction, and from any and all other liability whatsoever that may arise in connection with this Agreement except liability arising from gross negligence or willful misconduct on the part of the indemnified person. The Custodian shall not have any responsibility or liability for the actions or inaction of any successor or predecessor custodian of this Account.

**21. Delegation to Agents.** The Custodian may delegate to one or more entities the performance of recordkeeping, ministerial, and other services in connection with the Custodial Account, for a reasonable fee (to be paid by the Custodian and not by the Custodial Account). Any such agent's duties and responsibilities shall be confined solely to the performance of such services, and shall continue only for so long as the Custodian named in the Application (or its successor) serves as Custodian or otherwise deems appropriate. Although the Custodian shall have no responsibility to give effect to a direction from anyone other than the Depositor (or, following the death of the Depositor, the Beneficiary), the Custodian may, in its discretion, establish procedures pursuant to which the Depositor (or, following the death of the Depositor, the Beneficiary), may delegate, in a form and manner acceptable to the Custodian, to a third party any or all of the Depositor's (or, following the death of the Depositor, the Beneficiary's) powers and duties hereunder. Any such third party to whom the Depositor (or, following the death of the Depositor, the Beneficiary) has so delegated powers and duties shall be treated as the Depositor (or, following the death of the Depositor, the Beneficiary) for purposes of applying the preceding sentences of this paragraph and the provisions of this Agreement.

**22. Amendment of Agreement.** The Custodian may amend this Agreement in any respect at any time (including retroactively), so that the Agreement may conform with applicable provisions of the Code, or with any other applicable law as in effect from time to time, or to make such other changes to this Agreement as the Custodian deems advisable. Any such amendment shall be effected by delivering to the Custodian and to the Depositor (or, following the death of the Depositor, the Beneficiary) at his or her last known address, including an electronic address (as shown in the records of the Custodian) a copy of such amendment or a restatement of this Custodial Agreement. The Depositor (or, following the death of the Depositor, the Beneficiary) shall be deemed to consent to any such

amendment(s) if he or she fails to object thereto by notice to the Custodian in a form and manner acceptable to the Custodian within thirty (30) calendar days from the date a copy of such amendment(s) or restatement is delivered to the Depositor (or, following the death of the Depositor, the Beneficiary) to terminate the Custodial Account and distribute the proceeds, as so directed by the Depositor (or, following the death of the Depositor, the Beneficiary).

**23. Resignation or Removal of Custodian.** The Company may remove the Custodian at any time, and the Custodian may resign at any time, upon thirty (30) days' notice to the Depositor (or, following the death of the Depositor, the Beneficiary). Upon the removal or resignation of the Custodian, the Company may, but shall not be required to, appoint a successor custodian under this Custodial Agreement; provided that any successor custodian shall satisfy the requirements of Section 408(a)(2) of the Code. Upon any such successor's acceptance of appointment, the Custodian shall transfer the assets of the Custodial Account, to such successor custodian; provided, however, that the Custodian is authorized to reserve such sum of money or property as it may deem advisable for payment of any liabilities constituting a charge on or against the assets of the Custodial Account or on or against the Custodian or the Company. Upon acceptance of such appointment, a successor custodian shall be vested with all authority, discretionary or otherwise, of the Custodian pursuant to this Agreement. The Custodian shall not be liable for the acts or omissions of any successor to it. If no successor custodian is appointed by the Company, the Custodial Account shall be terminated, and the assets of the Account, reduced by the amount of any unpaid fees or expenses, will be distributed to the Depositor (or, following the death of the Depositor, the Beneficiary).

**24. Termination of the Custodial Account.** The Depositor may terminate the Custodial Account at any time upon notice to the Custodian in a manner and form acceptable to the Custodian. Upon such termination, the Custodian shall transfer the assets of the Custodial Account, reduced by the amount of any unpaid fees or expenses, to the custodian or trustee of another SIMPLE-IRA (within the meaning of Section 408(p) of the Code) or if the two-year period has elapsed, to another IRA designated by the Depositor, as described in Article VIII, Section 9. The Custodian shall not be liable for losses arising from the acts, omissions, delays, or other inaction of any such transferee custodian or trustee. If notice of the Depositor's intention to terminate the Custodial Account is received by the Custodian and the Depositor has not designated a transferee custodian or trustee for the assets in the Account, then the Account, reduced by any unpaid fees or expenses, will be distributed to the Depositor (or, following the death of the Depositor, the Beneficiary).

**25. Governing Law. This Agreement, and the duties and obligations of the Company and the Custodian under the Agreement, shall be construed, administered, and enforced according to the laws of the Commonwealth of Massachusetts, except as superseded by federal law or statute.**

**26. When Effective.** This Agreement shall not become effective until acceptance of the Application by or on behalf of the Custodian, as evidenced by a notice to the Depositor.



# Disclosure Statement

The following information is generally applicable for tax years beginning after December 31, 2001, and is provided to you in accordance with the requirements of the Internal Revenue Code, as amended (the "Code") and should be reviewed in conjunction with both the Custodial Agreement and the Application for this Fidelity Savings Incentive Match Plan for Employees Individual Retirement Account ("SIMPLE-IRA"). This SIMPLE-IRA is a custodial account (the "Account") created to provide for the Depositor's retirement.

The terms used in this Disclosure Statement shall have the meanings set forth in Article VIII of the Custodial Agreement for this SIMPLE-IRA, unless a different meaning is clearly required by the context. Except as clearly indicated otherwise or as clearly required by the context, "you" and "your" refer to the Depositor/Account Owner for whose benefit the Account is originally established. Following the death of the Depositor, the Beneficiary(ies) must establish an IRA Beneficiary Distribution Account, the terms and conditions of which are governed by the Fidelity IRA Custodial Agreement and Disclosure Statement. **Neither the Custodian, the Company, nor any affiliate or agent thereof provides tax or legal advice. As a result, you are strongly encouraged to seek competent tax or legal advice with respect to any and all matters pertaining to this SIMPLE-IRA with regard to your specific situation, as such matters may result in adverse tax consequences and/or penalties.**

**Right to Revoke.** If you do not receive this Disclosure Statement at least seven (7) calendar days prior to the establishment of this SIMPLE-IRA, you may revoke this Account by mailing or delivering a request for revocation, in a form and manner acceptable to the Custodian, within seven (7) calendar days after the establishment date of your Account. You will be deemed to have received this Disclosure Statement unless a request to receive this information is made to the Custodian at the location below within seven (7) calendar days following acceptance by the Custodian of your IRA as evidenced by or on behalf of the Custodian. Your revocation request must be delivered in a form and manner acceptable to the Custodian to:

Fidelity Investments  
P.O. Box 770001  
Cincinnati, OH 45277-0035  
Attn: Distribution Services

Or

Fidelity Investments  
100 Crosby Parkway, KC1D  
Covington, KY 41015

Upon revocation, you will receive a full refund of your initial contribution (or transfer of assets, as applicable), including sales commissions (if any) and/or administrative fees. If you have any questions relative to revoking your SIMPLE-IRA, please call our toll-free number 1-800-544-4774.

**Types of IRAs.** The following account types are available under the Fidelity SIMPLE-IRA Custodial Agreement and Disclosure Statement: **SIMPLE-IRA.** Your SIMPLE-IRA is a Custodial Account created for your exclusive benefit to receive contributions under your Employer's Savings Incentive Match Plan for Employees plan described in Section 408(p) of the Code (a "SIMPLE Plan"). Your SIMPLE-IRA may also qualify as a "Transfer SIMPLE-IRA" in which assets previously contributed under a SIMPLE Plan other than a Fidelity SIMPLE-IRA can be held. Your interest in the Account is 100% vested and nonforfeitable.

**Note:** For purposes of this Disclosure Statement, "Compensation" refers to wages, salaries, professional fees, or other amounts derived from or received for personal service actually rendered and includes the earned income of a self-employed individual, and any alimony or separate maintenance payment includible in your gross income. For self-employed individuals, compensation means earned income. "Adjusted Gross Income" ("AGI") is determined prior to adjustments for personal exemptions and itemized deductions. For purposes of determining the IRA Deduction, AGI is modified to take into account deductions for IRA contributions, taxable benefits under the Social Security and Railroad Retirement Acts, and passive loss limitations under Code Section 469, except that you should disregard Code Sections 135, 137, 911.

## Account Information.

**Designation of Beneficiary.** You should designate a Beneficiary(ies) to receive the balance of your SIMPLE-IRA upon your death. The Beneficiary(ies) must be designated on your SIMPLE-IRA Application, or in another form and manner acceptable to the Custodian. Upon your death, the assets remaining in your SIMPLE-IRA will be distributed to the Beneficiary(ies) previously named by you on record with the Custodian in accordance with the provisions of the Fidelity IRA Custodial Agreement. If a beneficiary you designate is not a U.S. citizen or other U.S. Person (including a resident alien individual) at the time of your death, distribution options from the SIMPLE-IRA and the tax treatment of such distributions may be more restrictive. Please refer to Article VIII of your Custodial Agreement ("Designation of Beneficiary") for more information.

**Investment of Account.** The assets in your Account will be invested in accordance with directions communicated from you (or your Authorized Agent, if any, or, after your death, the Beneficiary), or through your Employer. You should read any publicly available information (e.g., prospectuses, annual reports) which would enable you to make an informed investment decision, and take into consideration your overall investment portfolio, your tolerance for risk, the time frame of your investments and the various tax consequences of your actions. You should periodically review your investments, and make any adjustments that you feel may be necessary. If no investment instructions are received from you (or your Authorized Agent), or if the instructions received are, in the opinion of the Custodian, unclear, or may result in an erroneous transaction, you (or your Authorized Agent, if any) or your Employer may be requested to provide investment instructions or other instructions. In the absence of such instructions or information, all or part of your contribution may (a) remain uninvested pending instructions or information from you or your Authorized Agent, if any, (b) be returned to you, (c) be invested in Money Market Shares, or (d) be returned to your Employer. **You could lose money by investing in a money market fund. Although these funds seek to preserve the value of your investment at \$1.00 per share, it cannot guarantee it will do so. An investment in the fund is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Fidelity Investments and its affiliates, the fund's sponsor, have no legal obligation to provide financial support to money market funds and you should not expect that the sponsor will provide financial support to the fund at any time.** No part of your SIMPLE-IRA may be invested in life insurance or be commingled with other property, except in a common trust fund or common investment fund. Keep in mind that with respect to investments in investment company shares (i.e., mutual funds) or other securities held in your Account, growth in the value of your Account cannot be guaranteed or projected.

**Eligibility.** Employees and self-employed individuals who satisfy the eligibility requirements under the Employer's SIMPLE Plan are eligible to have contributions under such plan made to a SIMPLE-IRA. All employees of the Employer who received at least \$5,000 in compensation from the Employer during any two (2) preceding calendar years and who are reasonably expected to receive at least \$5,000 in compensation for the current year must be eligible to participate in the Employer's SIMPLE Plan for the calendar year. An Employer may impose less restrictive requirements for participation, but may not impose any additional requirements for participation in the SIMPLE Plan. Employees and self-employed individuals who participate in a SIMPLE Plan by making salary reduction contributions or by receiving an Employer matching or nonelective contribution are still eligible to contribute to a Traditional IRA or a Roth IRA, but for purposes of making a deductible IRA contribution, will be considered an active participant in an employer-sponsored retirement plan.



## Contributions.

**General.** Only contributions made pursuant to a SIMPLE Plan (other than rollover contributions described below) can be made to a SIMPLE-IRA, and the SIMPLE-IRA cannot accept any other type of contributions. Contributions (other than rollover contributions described below) must be made in “cash” and not in “kind.” Therefore, securities or other assets already owned cannot be contributed to a SIMPLE-IRA but must be converted to cash and then contributed. No part of your contribution may be invested in life insurance or be commingled with other property, except in a common trust fund or common investment fund.

## Types of Contributions

**Salary Reduction Contributions.** If you are eligible to participate in your Employer’s SIMPLE Plan, you are permitted to make salary reduction contributions if you elect to do so by entering into a salary reduction agreement with your Employer. A salary reduction contribution is generally expressed as a percentage of compensation or a specific dollar amount that you elect to have contributed to your SIMPLE-IRA instead of receiving that amount in cash. Salary reduction contributions cannot exceed the maximum amount allowed under current law. You can stop salary reduction contributions at any time during the year by notifying your Employer. You must generally wait until the Election Period, as described in your Summary Description, to resume or modify a salary reduction agreement, but your Employer will notify you of other times when you may resume or modify a salary reduction agreement.

**Catch-Up Contributions.** If you are at least age 50 by December 31 of the calendar year to which a contribution relates, you are eligible to make a “catch-up” contribution to your Fidelity SIMPLE-IRA in addition to your salary reduction contributions. Catch-up contributions are subject to the annual contribution limits explained below. It is your responsibility to ensure that you meet the requirements for making a catch-up contribution, and for ensuring that you do not exceed the limits as applicable.

**Annual SIMPLE-IRA Salary Reduction and Catch-up Contribution Limits.** The maximum annual contribution limits for SIMPLE-IRA contributions for the following tax years are:

Tax Years	Annual SIMPLE-IRA Contribution Limit	Annual SIMPLE-IRA Catch-Up Contribution Limit for Depositor at Least Age 50	Maximum Annual SIMPLE-IRA Contribution Limit for Participants at Least Age 50 (including Catch-Up)
2023	\$15,500	\$3,500	\$19,000
2024	\$16,000	\$3,500	\$19,500

**Employer Matching Contributions.** If you are eligible to participate in your Employer’s SIMPLE Plan, your Employer is generally required to make a matching contribution on your behalf in an amount equal to your salary reduction contributions, up to 3% of your compensation, for the applicable calendar year. The Employer can elect to reduce this matching contribution to no less than 1% of your compensation, provided the Employer notifies you of this reduced limit within a reasonable period of time before the Election Period for the Plan Year the reduction is effective, and such a reduction in matching contributions has not occurred in more than two out of the last five years that ends with (and includes) the year for which the election is effective. The maximum Employer matching contribution cannot exceed the maximum amount allowed under current law as adjusted by the Internal Revenue Service for increases in the cost of living.

**Employer Nonelective Contributions.** If you are eligible to participate in your Employer’s SIMPLE Plan, your Employer may make a nonelective contribution for equal to 2% of your compensation, without regard to whether you elected to make salary reduction contributions for the applicable calendar year. This contribution would be made instead of any matching contribution by your Employer. Your Employer must notify you that a 2% nonelective contribution will be made instead of a matching contribution within a reasonable period of time before the Election Period for the applicable Plan Year.

**Rollover Contributions.** You may roll over contributions from other SIMPLE-IRAs which consist of cash, and the Custodian may, but shall not be obligated to, accept all or any part of any other rollover contribution from a SIMPLE-IRA to your Fidelity SIMPLE-IRA. You must designate each proposed rollover contribution as such to the Custodian, and such contribution must qualify as a rollover contribution within the meaning of Section 408(d)(3) of the Code. After the two-year period, you may roll over distributions from your Account to another SIMPLE-IRA, IRA (other than a SIMPLE-IRA), or to certain employer-sponsored retirement plans that accept such rollovers. You are strongly encouraged to seek tax advice regarding all rollover contributions.

**Timing of Contributions.** Salary reduction contributions are made prospectively on a calendar-year basis. Your Employer must deposit your salary reduction contributions to your SIMPLE-IRA as soon as they can reasonably be segregated from the Employer’s general assets, but in no event later than 30 days following the last day of the month that your salary reduction contributions would otherwise have been paid to you in cash. Your Employer’s matching or nonelective contributions must be deposited to your SIMPLE-IRA by your Employer’s income tax filing deadline including extensions for the year for which the contributions are being made. So long as you are still employed and are receiving Compensation from your Employer, you can continue to participate in your Employer’s SIMPLE Plan beyond age 72 (73 if you reach age 72 after December 31, 2022) if you continue to meet the eligibility requirements under the SIMPLE Plan.

**Excess Contributions.** Contributions (including an improper rollover or a salary reduction contribution) to your SIMPLE-IRA that exceed the maximum allowable per tax year are considered excess contributions. An excise tax of 6% of the excess amount will be incurred for each calendar year in which the excess contribution remains in your SIMPLE-IRA. You may correct the excess contribution and avoid the 6% penalty tax for that year by withdrawing the excess contribution and its earnings, if any, from the SIMPLE-IRA by providing a request to the Custodian in a form and manner acceptable to the Custodian on or before the due date, including extensions, for filing your federal income tax return for the year in which you made the excess contribution. Alternatively, your Employer may correct excess or erroneous contributions made on your behalf by providing the Custodian a request in a form and manner acceptable to the Custodian requesting that the Custodian return the excess or erroneous contribution. Such request shall be deemed to be your instruction to the Custodian to correct the excess or erroneous contribution by withdrawing the excess or erroneous contribution and its earnings from your SIMPLE-IRA.

The amount of the excess contribution withdrawn will not be considered a premature distribution nor (except in the case of a salary reduction contribution) be taxed as ordinary income, but any earnings on such excess contribution that are withdrawn will be taxed as ordinary income to you for the year in which the distribution was made. In addition, income earned on such excess contribution may be subject to a 10% premature distribution penalty. This nondeductible penalty may be increased to 25% if the distribution occurs within a two-year period beginning on the date that you first received contributions in your SIMPLE-IRA under the SIMPLE Plan maintained by your Employer (the two-year period). Excess contributions attributable to salary reduction contributions are includible in your gross income in the calendar year of deferral. If you withdraw the excess contribution attributable to salary reduction contributions on or before April 15 following the calendar year to which the contribution relates, the allocable income is not subject to the 10% premature distribution penalty. The 6% penalty tax will be imposed on excess contributions for each year the excess contribution remains in the SIMPLE-IRA. It is your responsibility to see that excess contributions are corrected in a timely and proper manner.

**Note:** Please refer to IRS Fix-It Guides on IRS.gov for more information on correcting common mistakes for retirement plans. As a result, some modifications to the provisions contained herein may be required in order to comply with regulatory requirements under Section 408(p) of the Code. You are encouraged to seek competent tax advice from your tax advisor or tax lawyer before correcting excess or erroneous contributions.

**Tax credit for IRA contributions.** You may be able to receive a tax credit for your contribution to your SIMPLE-IRA. The maximum annual contribution amount eligible for the credit is \$2,000 (\$4,000 if married filing jointly). Eligibility for the credit, which is a percentage of the contribution amount, is determined by your AGI as indicated in the chart below.\*

\*SAVER’s AGI limits will be indexed for cost-of-living in \$500 increments.



## 2024 Saver's Credit

Joint Filers (AGI)	Heads of Households (AGI)	All Other Filers* (AGI)	Credit Rate	Maximum Credit
\$0–\$46,000	\$0–\$34,500	\$0–\$23,000	50%	\$1,000
\$46,001–\$50,000	\$34,501–\$37,500	\$23,001–\$25,000	20%	\$400
\$50,001–\$76,500	\$37,501–\$57,375	\$25,001–\$38,250	10%	\$200
Over \$76,500	Over \$57,375	Over \$38,250	0%	\$0

\*single filers and married taxpayers filing separately

## Distributions.

**General.** Distributions from the SIMPLE-IRA will be made only upon your request (or, with prior consent of the Custodian, the request of your Authorized Agent, if any), in a form and manner acceptable to the Custodian. However, the Custodian may make a distribution from the SIMPLE-IRA without such instruction if directed to do so by a court order or levy. Distributions can be made at any time, but must meet certain minimum distribution requirements, as more fully explained below. Distributions from your Account will be included in your gross income for federal income tax purposes for the year in which the distribution is made. If permitted by the Custodian, you may be eligible to request that certain distributions be made through the telephone redemption or SIMPLE-IRA checkwriting service, or in another form or manner acceptable to the Custodian.

**Methods of Distributions.** Assets may be distributed from your Account according to one or more of the following methods selected by you (or your Authorized Agent, if any, or after your death, the Beneficiary, executor or administrator): (a) total distribution, (b) partial distribution, (c) distribution over a certain period, or (d) purchase of an annuity contract. (See Article IV of your SIMPLE-IRA Custodial Agreement for a full description of these distribution methods.)

**Premature Distributions.** Distributions from your SIMPLE-IRA made before you reach age 59½ will be subject to a 10% nondeductible penalty tax (in addition to being taxable as ordinary income) unless the distribution is an exempt withdrawal of an excess contribution, or the distribution is rolled over to another SIMPLE-IRA (or, after the two-year period, a Traditional IRA) that is eligible to receive such rollover, or the distribution is made on account of your death or disability. Exceptions to the 10% early withdrawal penalty may also be available to SIMPLE-IRA owners if certain requirements are satisfied including:

- part of a series of substantially equal periodic payments made not less frequently than annually over your life or life expectancy, or the joint life expectancies of you and your Beneficiary,
- for qualified medical purposes in excess of 7.5% of your AGI,
- to cover qualified health insurance premiums of certain unemployed individuals,
- used to acquire a first-time principal residence (subject to a \$10,000 lifetime limit from all your IRAs), for you, as Depositor, your spouse, your or your spouse's children, grandchildren, or ancestors,
- used to pay qualified higher education expenses for you, your spouse, your children, or your grandchildren, or the children or grandchildren of your spouse, or
- is made on account of an IRS levy, as described in Code Section 6331.

To the extent a premature penalty applies to any distribution taken from your SIMPLE-IRA, this nondeductible penalty tax will be increased to 25% if the distribution occurs within the two-year period described above.

The Custodian is permitted to rely on its own records in determining whether a distribution from your SIMPLE-IRA is subject to the 25% penalty applicable to a distribution. If you established your SIMPLE-IRA with a rollover or transfer from another SIMPLE-IRA, the Custodian may, but is not required to, confirm the date contributions were first deposited to your SIMPLE-IRA under the SIMPLE Plan maintained by your Employer from a previous account statement or other information the Custodian may deem necessary to confirm the date contributions were first made to your SIMPLE-IRA under the SIMPLE Plan maintained by your Employer. You should consult with your tax advisor to see if an exception to this penalty applies before requesting any distribution prior to age 59½.

## Minimum Distributions

**General.** It is your responsibility to ensure that required distributions are timely and are in amounts which satisfy the IRS requirements under Code Sections 408(a)(6) and 401(a)(9) and the related IRS regulations. Once distributions are required to begin, they must not be less than the amount each year which would exhaust the value of the Account over the required distribution period, which is generally determined according to the applicable life expectancy tables specified by the IRS. You may be subject to an excise tax of up to 25% on the amount by which the distribution you actually received in any year falls short of the minimum distribution required for the year.

**Lifetime MRDs for SIMPLE-IRA Depositors.** If you are a Depositor, you must begin receiving distributions of the assets in the Account by April 1 of the year following the year in which you reach age 72 (73 if you reach age 72 after December 31, 2022). This is called your "Required Beginning Date" ("RBD"). Minimum required distributions must continue to be made by December 31 of each subsequent year, including the year in which you, as Depositor, are required to take your first minimum required distribution. If you, as Depositor, maintain more than one IRA (Roth IRAs excluded), you may take from any of your IRAs the aggregate amount to be withdrawn. Please refer to Article IV of your Custodial Agreement ("Distributions from Your Account") for additional information on minimum required distributions.

**Distributions after the Death of the Depositor.** If you are a Beneficiary and have inherited an IRA from a Depositor who died after reaching RBD, you must generally begin receiving distributions by December 31 of the year following the year of the Depositor's death. Special rules apply for spousal beneficiaries and entity beneficiaries. Special rules may also apply to beneficiaries who are not citizens or other persons of the United States. Successor Beneficiaries must continue distributions under the original Beneficiary's payment schedule, unless faster distribution is required. Please refer to Article IV of your Custodial Agreement for additional information on death distribution requirements.

**Rollover Treatment.** Distributions from your SIMPLE-IRA representing all or any part of the assets in your SIMPLE-IRA are also eligible for rollover treatment to another SIMPLE-IRA. You may roll over all or any part of the same property from this distribution of assets, within 60 days of receipt, into another SIMPLE-IRA, and maintain the tax-deferred status of these assets. Provided the two-year period has elapsed, you may also roll over all or any part of the same property from this distribution of assets, within 60 days of receipt, into an IRA or individual retirement annuity, or another employer-sponsored plan that accepts such rollovers and maintain the tax-deferred status of these assets. A 60-day rollover can be made from a SIMPLE-IRA only once every 12 months. All or any part of an amount distributed for a qualified first-time home purchase of a principal residence which does not materialize can be returned or rolled over to a SIMPLE-IRA. In such instance, the 60 days is extended to 120 days, and the rollover will not count for purposes of the "once every twelve months" rule mentioned above. Since failed or erroneous rollovers can result in significant tax consequences and possible penalties, you should speak with a tax advisor before initiating a rollover.

**Conversion of Distributions from the Account.** After the expiration of the two-year period beginning on the date you first received contributions under the SIMPLE-IRA plan maintained by your employer, you may convert any or all distributions from the Account which consist of cash, for deposit into a Roth IRA ("Conversion Amount(s)"). For tax years beginning after December 31, 2009, the \$100,000 AGI limit and filing status requirement to convert to a Roth IRA is eliminated. Conversions can be made by means of a 60-day rollover or a trustee-to-trustee transfer. If you have reached age 72 (73 if you reach age 72 after December 31, 2022), you must satisfy your minimum required distribution with respect to your SIMPLE-IRA prior to making a conversion contribution for such year. Any minimum distribution from the Account required by Sections 408(a)(6) and 401(a)(9) of the Code and applicable regulations for the year of the conversion cannot be converted to a Roth IRA. You will be subject to income tax on any Conversion Amount. The Conversion Amount will not be subject to the premature distribution penalty described above. If taxes are withheld from your Roth IRA Conversion, the amount withheld may be subject to the 10% early withdrawal penalty unless an exception applies.

**Recharacterization of Converted Amounts.** You may elect, in a form and manner acceptable to the Custodian, to transfer (“recharacterize”) via a trustee-to-trustee transfer, any amounts converted to a Roth IRA to be held in the Account under this Agreement. Recharacterizations must be completed by your deadline (generally April 15) including extensions for filing your federal income tax return for the year for which the conversion contribution to the Roth IRA relates or a later date as authorized by the IRS. Any net income attributable to a contribution that is recharacterized must be transferred to your SIMPLE-IRA. The amount(s) that is recharacterized is treated as having been originally contributed to your SIMPLE-IRA on the same date and for the same taxable year that the amount was contributed to your Roth IRA. For tax years beginning on or after January 1, 2000, you may not reconvert an amount previously converted and recharacterized before the later of January 1 of the taxable year following the taxable year in which the conversion is made, or the end of the thirty (30) day period beginning on the day you complete a recharacterization back to the original IRA. Beginning January 1, 2000, and thereafter, a reconversion of an amount that has been converted and recharacterized prior to January 1 of the taxable year following the taxable year in which the conversion was made, or, if later, the end of the thirty (30) day period beginning on the day the recharacterization occurs will be treated as a “failed conversion.” You are strongly encouraged to consult a competent tax advisor before initiating any reconversion(s) or recharacterization(s).

## Miscellaneous.

### Other Considerations with Respect to the Account.

**Use of a Designated Financial Institution.** You are free to establish your SIMPLE-IRA with the custodian or trustee of your choice, unless your Employer chooses a designated financial institution for the SIMPLE Plan and requires all SIMPLE contributions to be made to SIMPLE-IRAs with a particular financial institution. In order for your Employer to use a designated financial institution, the Employer and that particular financial institution must agree that the financial institution will be a designated financial institution. In doing so, the financial institution must also agree that your SIMPLE-IRA contributions will be transferred to another SIMPLE-IRA (or, after the two-year period, to any other IRA) without cost or penalty to you, including liquidation fees, transaction fees, commissions, and loads. If the Custodian has agreed to be a designated financial institution for an Employer’s SIMPLE Plan, each participant in the Employer’s plan will be given written procedures for requesting transfers without costs or penalties.

**Divorce or Legal Separation.** If all or any portion of your Account is awarded to a spouse or former spouse pursuant to divorce or legal separation, such portion can be transferred to an IRA in the receiving spouse’s name. This transaction can be processed without any tax implications to you provided a written instrument specifically directing such transfer is executed by a court incident to the divorce or legal separation in accordance with Section 408(d)(6) of the Code is received and accepted by the Custodian. The Custodian may in its discretion require other direction from you and the recipient of any portion of your SIMPLE-IRA.

**Fees and Expenses.** Fees and other expenses of maintaining your Fidelity SIMPLE-IRA Account are described in the Schedule of Fees which accompanies this Disclosure Statement (or in some other manner acceptable to the Custodian) and may be changed from time to time, as provided in the Custodial Agreement.

**Prohibited Transactions.** If any of the events prohibited by Section 4975 of the Code (such as any sale, exchange or leasing of any property between you and your SIMPLE-IRA) occurs during the existence of your SIMPLE-IRA, your Account will be disqualified and the entire balance in your Account will be treated as if distributed to you as of the first day of the year in which the prohibited event occurs. This “distribution” will be subject to ordinary income tax to the extent taxable and, if you were under age 59½ at the time, this distribution may be subject to the 10% penalty tax on premature distributions. If you have not participated in the SIMPLE Plan maintained by your Employer for the two-year period at the time of this deemed distribution, this penalty tax will be increased to 25%. If you or your Beneficiary use or pledge all or any part of your SIMPLE-IRA as security for a loan, then the portion so pledged will be treated as if distributed to you, and will be taxable to you as ordinary income to the extent taxable and subject to the 10% penalty during the year in which you make such a pledge. If the two-year period beginning on the date that contributions were first deposited to your SIMPLE-IRA under the SIMPLE Plan maintained by your Employer has not elapsed at the time of this deemed distribution, this penalty tax will be increased to 25%.

### Other Tax Considerations.

**No Special Tax Treatment.** No distribution to you or anyone else from your Account can qualify for capital gain treatment under the federal income tax laws. The taxable portion of the distribution is taxed to the person receiving such distribution as ordinary income. There are no special averaging rules applicable to distributions from your Account.

**Gift Tax.** If you elect during your lifetime to have all or any part of your Account payable to a Beneficiary at or after your death, the election generally will not subject you to any gift-tax liability, but you should check with your tax advisor regarding estate tax consequences.

**Tax Withholding.** Federal income tax will be withheld from distributions you receive from a SIMPLE-IRA unless you elect not to have tax withheld. However, if SIMPLE-IRA distributions are to be delivered outside of the United States, this withholding tax is mandatory and you may not elect otherwise unless you certify to the Custodian that you are not a U.S. citizen or other U.S. Person (including a resident alien individual). This tax will also be mandatory if you do not provide a valid residential address within the United States. (A post office box is not deemed to be a valid residential address.) Federal income tax will be withheld at a rate of 10% unless a higher rate is elected by you or if non-resident alien withholding applies. In addition, state income taxes may be withheld from your SIMPLE-IRA distributions, if applicable depending on the state of residence indicated in your legal address of record for your SIMPLE-IRA.

**Reporting for Tax Purposes.** Contributions to your SIMPLE-IRA cannot be deducted by you on your federal tax Form 1040 or 1040A for the taxable year contributed unless you are self-employed and are making such contributions in connection with a SIMPLE Plan that you sponsor as an Employer. Other reporting will be required by you in the event that special taxes or penalties are due. You must also file Treasury Form 5329 (or such other forms as the IRS may require) with the IRS for each taxable year for which the contribution limits are exceeded, a premature distribution takes place, or less than the required minimum amount is distributed from your SIMPLE-IRA. You must report contributions and distributions on such forms as the IRS may require.

**IRS Approval.** The form of this Savings Incentive Match Plan for Employees Individual Retirement Account is the model government form provided by the IRS known as Form 5305-SA. For more information on SIMPLE-IRAs, refer to IRS Publication 590, Individual Retirement Arrangements (IRAs) or IRS Publication 560, Retirement Plans for Small Business or contact the IRS, as transactions done incorrectly may result in adverse tax consequences.



# Important Information Affecting the Fidelity **SIMPLE** IRA

This notice describes certain provisions relating to SIMPLE IRAs and that are now effective (unless otherwise noted), based on recent changes in the law, cost-of-living adjustments, and guidance from the IRS.

This information is intended to supplement and update the information in your Fidelity SIMPLE IRA Summary Description and Custodial Agreement, as applicable. Please note that certain provisions as described in this notice are subject to change. As always, you are encouraged to consult a tax advisor with respect to any tax questions or to determine how these changes may affect your personal situation.

## Contribution Information

### Annual Employee SIMPLE IRA Contribution Limits

Tax Year	SIMPLE IRA – Contribution Limit	SIMPLE IRA – Catch-Up Contribution at Age 50	SIMPLE IRA – Increased Catch-Up Contribution at Age 60, 61, 62, 63
2023	\$15,500	\$3,500	n/a
2024	\$16,000  Some employees may be eligible for up to 110% of the 2024 contribution limit adjusted for inflation*	\$3,500  Some employees may be eligible for up to 110% of the 2024 contribution limit adjusted for inflation*	n/a
2025	TBD Oct 2024	TBD Oct 2024	\$5,250 <sup>†</sup>  Greater of \$5,000 or 150% of the Age 50 catch-up in 2025 <sup>†</sup>

\*This would automatically be applicable for small employers with 25 or fewer employees. Employers with 26 or more employees would need to provide a 4% match or 3% nonelective contribution. (Refer to the Employer SIMPLE IRA Contribution Limits chart on the following page.)

<sup>†</sup>Effective for taxable years beginning after December 31, 2024, the amount will be indexed annually starting in 2026.

**The PPA amended certain sections of the Internal Revenue Code to apply cost-of-living adjustments (“COLA”) to certain AGI limits that impact IRA deductibility for active participants (or the spouses of active participants) in an employer-sponsored retirement plan, for the Saver’s Credit, and for eligibility to contribute to a Roth IRA. These limits and others, as adjusted by the IRS for COLA, are described below.**

**Start-Up Credit.** Employers that start a new retirement plan are generally eligible for start-up credits from the IRS. See the IRS website for more details.

**Saver’s Credit for IRA Contributions.** The credit was made permanent under PPA. Also, as a result of PPA, the AGI limits that determine eligibility to receive the tax credit will now be subject to COLA.

### 2024 Saver’s Credit

Joint Filers		Heads of Households		All Other Filers <sup>†</sup>		Credit Rate
Over	Not Over	Over	Not Over	Over	Not Over	
\$0	\$46,000	\$0	\$34,500	\$0	\$23,000	50%
\$46,001	\$50,000	\$34,501	\$37,500	\$23,001	\$25,000	20%
\$50,001	\$76,500	\$37,501	\$57,375	\$25,001	\$38,250	10%
\$76,500		\$57,375		\$38,250		0%

<sup>†</sup>Single filers and married taxpayers filing separately

### 2027 Saver’s Match

Starting in 2027, the Saver’s Credit will be replaced by a Saver’s Match. The match is 50% on contributions (up to \$2,000). It is phased out to zero for individuals and married people filing separate returns who have MAGI between \$20,500 and \$35,500. Joint filers will have their match phased out if their MAGI is between \$41,000 and \$71,000. Head of household filers will have their match phased out if their AGI is between \$30,750 and \$53,250. Starting in 2028, these figures will be adjusted annually for inflation.

## Employer SIMPLE IRA Contribution Limits

Tax Years	ER – 3% contribution	ER – 2% nonelective contribution	ER – Additional 10% nonelective contribution
2023	Dollar-for-dollar match of employee deferral up to 3% of the employees' compensation*	Straight 2% of compensation up to \$6,600*	n/a
2024	Dollar-for-dollar match of employee deferral up to 3% of the employees' compensation†  Some companies may be required to match at 4%†	Straight 2% of compensation up to \$6,900*  Some companies may be required to make a 3% nonelective contribution.†	Additional 10% nonelective contribution (up to \$5,000 as indexed)‡

\*Based on contribution limits as described by the IRS.

†The 4% matching and 3% nonelective contributions are available to employers with 26–100 employees. (Refer to the Employee SIMPLE IRA Contribution Limits chart on the previous page.)

‡Available to employees who have at least \$5,000 of pay during the year.

## Distributions

**Required Minimum Distributions ("RMDs").** Under SECURE 2.0, the RMD beginning age is 73 for individuals who turn age 72 on or after January 1, 2023, and age 75 for individuals who attain age 74 on or after January 1, 2033.

**Designated Roth Account Rollovers and the Five-Taxable-Year Period of Participation.** If there is a rollover of designated Roth account assets from an employer-sponsored plan to a Roth IRA, the period that the rolled-over funds were in the employer-sponsored plan do not count toward the determination of the five-year aging period in the Roth IRA. However, if an individual had established a Roth IRA in a year prior to the rollover, the five-year period for determining qualified distribution from the Roth IRA, which began with the year the first conversion is done, or the year for which the first contribution is made, would also apply to any funds subsequently rolled over from an employer-sponsored plan.

**Qualified Birth or Adoption Distribution.** A distribution of up to \$5,000 can be taken by the IRA owner for a Qualified Birth or Adoption. The distribution is not subject to the 10% additional tax under 72(t)(1) provided that this distribution is made during the one-year period beginning on the date on which the child of the IRA owner is born or the legal adoption by the IRA owner is finalized. This distribution can be repaid to an eligible retirement plan during the three-year period beginning on the day after the date on which the individual distribution was received.

**Qualified Reservist Distribution.** A Qualified Reservist Distribution may be made from a qualified plan or an IRA by an individual ordered or called into active duty for a period of more than 179 days of active duty or for an indefinite period of time after September 11, 2001. The amount distributed may be repaid to an eligible retirement plan at any time during a two-year period after the end of active duty. The distribution is not subject to the 10% early withdrawal penalty if taken prior to age 59½.

**Qualified Emergency Expense.** Under SECURE 2.0, an individual may take one penalty-free withdrawal of up to \$1,000 every year for an unforeseeable or immediate financial need, which may be repaid to an eligible retirement plan during the three-year period beginning on the day after the date on which the distribution was received.

**Qualified Charitable Distribution ("QCD").** A QCD may be made from an IRA (other than an active SEP or SIMPLE IRA) and be excluded from income after the IRA owner has reached age 70½, if directly transferred to a qualifying charitable organization for up to a maximum of \$105,000 per taxpayer. Under SECURE 2.0, a one-time distribution in the amount of \$53,000 can be made to a charitable remainder annuity trust, unitrust, or charitable gift annuity. Both limits will be indexed each year. The amount excluded from income will be reduced by an amount equal to the aggregate amount, if any, of deductible IRA contributions made to the IRA since age 70½. The entire amount must otherwise be includable in income and otherwise tax deductible as a charitable contribution. The distribution may be used to satisfy the IRA's required minimum distribution and is not subject to withholding.

**Qualified Disaster Recovery Distribution.** Under SECURE 2.0, an individual who has sustained an economic loss because their primary address is in a federally declared disaster area is eligible to take a qualified disaster distribution of up to \$22,000. This distribution must be taken within 180 days of the date of the disaster. The distribution is exempt from the 10% early withdrawal penalty, and income may be reported over three years on the individual's federal income tax return. This distribution can be repaid to an eligible retirement plan during the three-year period beginning on the day after the date on which the distribution was received.

**Withdrawal for Terminal Illness.** Under SECURE 2.0, an individual who is declared by a physician to be terminally ill can request a distribution and will not be subject to the 10% early withdrawal penalty. This distribution can be repaid to an eligible retirement plan during the three-year period beginning on the day after the date on which the individual distribution was received.

**For additional information on changes affecting your IRA, please review IRS Publication 560, Retirement plans or Small Business (SEP, SIMPLE, and Qualified Plans) or Publication 4334 SIMPLE IRA Plan for Small Business or contact your investment professional. You should review these changes carefully. As always, you are encouraged to consult a tax advisor with respect to any tax questions or to determine how these changes may affect your personal situation.**



## Things to Know Before Using Your Account

*The information in this box is only a summary. Please read the complete Agreement for more complete information.*

### Using your brokerage retirement account involves risks, for which you assume full responsibility.

As the account owner, you are fully responsible for monitoring your account and for all investment decisions and instructions concerning your account. Unless we have contractually agreed otherwise, we have no responsibility for monitoring your account or your investment decisions, even if your decisions were based on our recommendations. Additionally, unless we have contractually agreed otherwise, your account is a brokerage account and not an investment advisory account subject to the Investment Advisers Act of 1940.

Placing orders during times when markets are volatile can be risky.

Before you start using your account or any account feature, it's essential that you understand the terms, conditions, and policies that apply. You should also understand your relationship with Fidelity, as described herein and in the FBS Form CRS, as well as the conflicts of interest that exist as described in the Products, Services, and Conflicts of Interest disclosure document, available online at [Fidelity.com/Reg-BI-Master-Disclosure](https://www.fidelity.com/Reg-BI-Master-Disclosure).

A joint owner or any one of multiple trustees can place any order in a joint account or trust account (including removing all of the assets) without the approval of the other owner(s) or trustee(s) and without any obligation on Fidelity's part to question the action.

### There are certain situations in which it is essential that you get in touch with us.

You need to tell us immediately if any of the following occur:

- You notice anything incorrect or suspicious concerning your orders, account activity, or statements.
- Your financial circumstances or goals change.
- You become subject to laws or regulations concerning corporate insiders, the reporting of certain investments, or employment in the securities industry.

### The terms of this Agreement apply only to certain Fidelity retirement accounts.

This account Agreement applies to Fidelity IRAs (including traditional, rollover, and SEP IRAs), Fidelity Roth IRAs, Fidelity SIMPLE IRAs, and Fidelity Retirement Plan accounts [Profit Sharing, Money Purchase, and Self-Employed 401(k) plans].

### Disputes between you and Fidelity are settled by arbitration.

As with most brokerage accounts, the parties agree to waive their rights to sue in court, and agree to abide by the findings of an arbitration panel established in accordance with an industry self-regulatory organization.

## How to Contact Us

For matters concerning your account, including questions, changes, and notifications of errors, contact us:

### By Phone

800-544-6666

### Online

[Fidelity.com](https://www.fidelity.com)

### In Writing

Fidelity Investments  
Client Services  
PO Box 770001  
Cincinnati, OH 45277-0045

## Who's Who in This Agreement

In this document, "Fidelity," "us," and "we" include Fidelity Brokerage Services LLC ("FBS") and National Financial Services LLC ("NFS") and their employees, agents, and representatives as the context may require. "You" and "account owner" refer to the owner indicated on the account application.

# About This Agreement

## Fidelity's Commitments to You

Under this Agreement, Fidelity has certain rights and responsibilities. When we accept your account application, we are agreeing to serve as your broker and to maintain an account for you. We agree, subject to our acceptance of an authorized order, to buy, sell, or otherwise dispose of, or acquire, securities for you according to your instructions. We also agree to provide various services and features, as described on the following pages.

## Your Commitments to Fidelity

Many of these commitments are spelled out more completely on the following pages, but, in general, when you sign the account application, you agree:

- to accept full responsibility for the content and accuracy of all authorized instructions placed on your account, and for all results and consequences of these instructions, including all investment decisions, trading orders, tax consequences, and all instructions placed by you or any other person you authorize
- to pay all fees, charges, and expenses incurred on your account, in accordance with the provisions of this Agreement and the fee schedule in effect at the time (a current schedule is attached hereto and incorporated herein); for services we perform at your request that are not covered in our current fee schedule, you agree to pay the applicable fee
- to maintain enough assets in your account to satisfy all obligations as they become due, and to understand that we may take whatever steps we consider necessary to resolve unpaid debts or other obligations
- to use the account and its features according to this Agreement and for your own personal purposes only
- to conduct business with Fidelity and its affiliates electronically, which necessarily includes having your personal financial information transmitted electronically, and to electronic delivery of all documents (including your initial notice of our privacy policy) and communications related to this account and all your other Fidelity accounts as detailed in the Electronic Delivery Agreement, which is incorporated herein by reference. Since electronic (including wired and wireless) communications may not be encrypted, you 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 you and Fidelity or between you and other parties
- to provide and maintain as current both your mobile phone number and email address as both are required for account security, transactional alerts, and delivery of other communications. You consent to Fidelity's use of your email address and/or mobile phone number to message, call, or text you 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. You acknowledge that you can update your contact information through your profile on [Fidelity.com](https://www.fidelity.com)
- to keep secure your account number, username, and password, and any devices, such as mobile phones or pagers, you use in connection with your account
- to let us monitor and/or record any phone conversations with you
- to let us create a digital representation of your voice, a "voiceprint," that may be used for verifying your identity when you contact Fidelity
- to let us verify the information you provide and obtain credit reports and other credit-related information about you at any time, such as payment and employment information, and to permit any third-party financial services provider to do likewise
- to resolve disputes concerning your relationship with us (other than class actions) through arbitration rather than in a court of law
- if applying for, or using, any optional features or services (including online or other electronic services), to understand and accept the terms associated with them

- to protect Fidelity against losses arising from your use of market data and other information provided by third parties
- to read the fund's prospectus, including its description of the fund, the fund's fees and charges, and the operation of the fund, whenever you invest in, or exchange into, any mutual fund (including any fund used for your core position)
- to notify us in writing anytime there is a material change in your financial circumstances or investment objectives
- to be bound by the current and future terms of this Agreement, from the time you first use your account or sign your application, whichever happens first
- that if you have authorized someone to act on your behalf in your account, any and all disclosures may be provided solely to you or the individual acting on your behalf as part of the scope of his or her authority
- that we are authorized by you to use information related to you or any of your accounts, including information that Fidelity or its affiliates obtain in connection with services to or through your employer or a workplace plan or other benefit
- If Fidelity has a reasonable belief that financial exploitation of an elder or vulnerable adult has or is being attempted or has occurred, Fidelity may, in its sole discretion, notify a person reasonably associated with the elder or vulnerable adult. A reasonably associated person is an immediate family member of the customer, a person who is currently or was previously authorized with any level of access on any of the customer's accounts, or who is currently or was previously a beneficiary on any of the customer's accounts.

## Account Features

Certain features and services are standard with your Fidelity retirement account. Others are optional, and may be added either when you open your account or later. Note that some features and fees vary depending on the nature of your relationship with Fidelity.

Industry regulations require that Fidelity Brokerage Services LLC (FBS) and its clearing firm, National Financial Services LLC (NFS), allocate between them certain functions regarding the administration of your account. The following is a summary of the allocation of those functions performed by FBS and NFS.

FBS is responsible for:

- Obtaining and verifying account information and documentation.
- Opening, approving and monitoring trading and other activity in your account.
- Acceptance of orders and other instructions from you regarding your account, and for promptly and accurately transmitting those orders and instructions to NFS.
- Determining the suitability of investment recommendations and advice, and that those persons placing instructions for your account are authorized to do so.
- Operating and supervising your account and its own activities in compliance with applicable laws and regulations, including compliance with federal, industry and NFS margin rules pertaining to your margin account and for advising you of margin requirements.
- Maintaining the required books and records for the services it performs.
- Investigating and responding to any questions or complaints you have about your account(s), confirmations, your periodic statement or any other matter related to your account(s). FBS will notify NFS with respect to matters involving services performed by NFS.

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

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

- Following the instructions of FBS with respect to transactions and the receipt and delivery of funds and securities for your account.
- Extending margin credit for purchasing or carrying securities on margin.
- Maintaining the required books and records for the services it performs.
- NFS will not give you advice about your investments and will not evaluate the suitability or best interest (if applicable) of investments made by you, your investment representative, or any other party.

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## Standard Features

### Securities Trading

This account is a brokerage account that allows the trading and holding of many securities that are publicly traded in the United States, such as most securities in these categories:

- stocks, including common and preferred
- bonds, including corporate, municipal, and government
- convertible securities
- mutual funds, including Fidelity funds, non-Fidelity funds, exchange-traded funds (ETFs), and closed-end funds
- options, although retirement accounts are only eligible for writing covered calls, buying calls/puts, and buying long straddles/strangles/combinations with respect to index and equity options in all cases
- options spreads may be permitted in IRA accounts provided certain conditions are met; please contact your Fidelity Representative for more information
- certificates of deposit (CDs)
- unit investment trusts (UITs)

The account can be used to trade certain foreign securities (either directly or as depositary receipts) and certain precious metals.

Participation in shareholder voting and/or dividend payments in non-U.S. securities is subject to the rules and regulations of the non-U.S. market in which the security was issued and may require the disclosure of your personal information, including, but not limited to, name, address, and country of citizenship and/or residence.

Aggregate, non-personal data may be made publicly available on our websites, online services, and/or mobile applications. Aggregate, non-personal data may also be shared with clients, affiliates, and third parties consistent with applicable law.

Some investments that **cannot** be traded through your Fidelity retirement account are futures and commodities.

When you place a trade, you may have a choice of order types, including market orders, limit orders, stop orders, and stop-limit orders. To find out how these different types of orders work, and for other helpful information, go to [Fidelity.com/brokerage](https://www.fidelity.com/brokerage). Fidelity may refuse to accept or execute any order or instruction related to your account, for any reason and at any time, in its sole discretion.

### Trading Foreign Securities

Fidelity offers you different ways to trade foreign stocks: "International Trading," "Dollarized International Trading," or "Foreign Ordinary Share Trading." International Trading allows you to trade most common stocks and exchange-traded funds (ETFs) directly in the local market with an option to settle your trade in U.S. dollars or in the local currency. Foreign Ordinary Share Trading allows you to trade shares in foreign corporations in the over-the-counter (OTC) market through a U.S. market maker. All customers trading foreign securities should be aware of certain risks described below:

Trading in foreign securities, including direct investments in foreign markets, involves various investment risks, including foreign exchange risk (the possibility that foreign currency will fluctuate in value against the U.S. dollar); increased volatility as compared to the U.S. markets; political, economic, and social events that may influence foreign markets or affect the prices of foreign securities; lack of liquidity (foreign markets may have lower trading volumes and fewer listed companies, shorter trading hours, and restrictions on the types of securities that foreign investors may buy and sell); and less access to information about foreign companies. Trading in foreign securities also may be subject to various credit, settlement,



operational, financial, and legal risks. Emerging markets, in particular, can be subject to greater social, economic, regulatory, and political uncertainties, and can be extremely volatile.

These risks may include but are not limited to:

**Physical Markets.** Certain countries may have less regulated or less liquid securities markets. Some countries still rely on physical markets that require delivery of properly endorsed share certificates to complete trades. As a result, the settlement process can be lengthy (and erratic in some markets) and carries an increased risk of failure, including, but not limited to, the failure of the counterparty to deliver securities in exchange for payment.

**Misidentification of Securities.** Foreign companies may have multiple classes of securities, including “foreign” and “local” shares. Inadequate understanding of a foreign company’s capital structure or imprecision in placing orders can result in purchasing the wrong securities.

**Non-DVP Transactions.** Local trading and settlement customs frequently require non-DVP (“delivery versus payment”) transactions. Unlike DVP transactions, which involve a simultaneous exchange of securities and payment, non-DVP transactions can increase counterparty risk because the purchaser pays before securities are delivered or the seller delivers securities before payment is made.

**Trading Days and Hours.** Differences in trading days and hours can also create operational issues, trading delays, and complicate clearance and settlement. Unless indicated otherwise, all online trading hours are reflected in U.S. Eastern time. Foreign securities orders will not be sent to the local market except during market hours in the specified country. Orders entered during such nonmarket hours will be released to the local market before it opens. Foreign exchange orders for a given trade date may be entered up until 5 p.m. Eastern time. Any orders submitted after this time will be submitted for execution on the following trade date. Generally, the settlement date for orders placed together for foreign securities and foreign exchange corresponds to the settlement date for the underlying security, absent differences in bank and local market days of operation.

**Cross-Border Settlement.** Cross-border settlement involves the interaction of different settlement systems and differing (and potentially inconsistent) laws in each of the affected countries.

**Dividend and Reorganization Payments.** Dividend and reorganization payments are paid when funds are received from local market custodians, which may or may not coincide with the actual announced payment date. Participation in shareholder voting and/or dividend payments in non-U.S. securities is subject to the rules and regulations of the non-U.S. market in which the security was issued and may require the disclosure of your personal information, including but not limited to name, address, and country of citizenship and/or residence.

**Trading Restrictions and Market Operations.** Foreign markets often operate differently from U.S. markets. For example, there may be different periods for clearance and settlement of securities transactions, and investments in foreign securities may be subject to local market trading restrictions and fees. Certain markets may impose restrictions regarding repatriation of monies or limit certain investment activities. Fidelity is not responsible for notifying customers of each country’s specific requirements. Customers agree to conduct appropriate due diligence to understand specific limitations in each country.

**Margin Privileges.** Extension of margin credit in foreign securities may result in greater risk than U.S. securities. Foreign securities may be eligible for margin privileges when a brokerage account has been opened and the customer has applied and been approved for margin trading.

**Limited Recourse Under Local Law.** A U.S. investor may not be able to sue a foreign issuer or a Foreign Executing Broker, or to enforce a judgment in U.S. courts. The only available remedy may be the legal remedies that are available under foreign law, and those remedies may be limited.

**Tax Treatment.** There may be negative tax consequences when trading in certain countries. You should consult a tax advisor for further information.

Foreign securities positions that are not in the custody or control of NFS are not covered by SIPC or any additional insurance secured by NFS.

Fidelity may limit, restrict, or terminate your ability to trade in certain foreign securities at any time and in Fidelity’s sole discretion.

Please refer to Additional Information for more on Fidelity’s brokerage fee schedules, fees for various features and services, and margin borrowing charges. Note that foreign jurisdictions may impose additional fees, taxes,

or other charges from time to time, which may not be reflected in the fee schedule in effect at that time. By placing a trade in a foreign security, you agree to pay any such applicable fees, taxes, or other charges, regardless of notice.

## Foreign Currency Exchange Risk Disclosure Statement

While this brief statement cannot disclose all risks associated with trading in foreign currency, when considering whether to trade or authorize someone else to trade foreign currency for you, you should be aware of the following:

**The Risk of Loss in Trading Foreign Currency Can Be Substantial.** You should, therefore, carefully consider whether trading foreign currency is suitable for you in light of your financial condition, risk tolerance, and understanding of foreign markets.

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

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

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

**Currency Trading Presents Unique Risks.** Fidelity, through its affiliate Fidelity FOREX, LLC (“Fidelity FOREX”), may refuse to quote prices for certain currencies or quote wide spreads for currencies that are experiencing high levels of volatility.

**Broker Compensation.** Fidelity serves as agent rather than principal to the foreign currency transaction. Fidelity sends the transaction to Fidelity FOREX for the foreign exchange transaction.

**Fidelity FOREX Is an Affiliate of Fidelity.** Fidelity FOREX acts as a principal on the currency exchange. Fidelity FOREX imposes a commission, or markup, to the price they receive from the interbank market, which may result in a higher price to you. Fidelity FOREX may in turn share a portion of any foreign exchange commission or markup with Fidelity. More favorable exchange rates may be available through third parties not affiliated with NFS. Larger transactions for foreign currency may receive more favorable rates than smaller transactions.

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

## Extended-Hours Trading Risk Disclosure Statement

Trading in the extended hours (outside of the standard market hours, generally 9:30 a.m. to 4 p.m. Eastern time) may pose greater risks than the risks you take when you trade during standard market hours. You should review and understand these risks prior to engaging in extended-hours trading.

**Liquidity, Volatility, and Price Spreads.** Prices are based on the supply and demand created by other sellers and buyers. Because there are generally fewer participants trading during the extended-hours sessions, there may be wider price spreads, reduced liquidity, and higher volatility. These conditions may prevent your orders from being executed, in whole or in part, or you may receive a less favorable price than you might receive during standard market hours. Additionally, the prices of investments traded in extended-hours trading may not reflect the prices at the end of regular trading hours, or at opening the next morning.

**Communication Delays.** If there is a high volume of orders, increased number of communications being sent, or other computer system problems, you may experience delays or failures in communication that cause delays in or prevent access to current information about the investments you're considering, or in executing your order.

**Time and Price Priority of Orders.** Orders in the extended-hours sessions are generally handled in a price/time priority manner. Orders are first prioritized according to price, with the orders at the same price ranked based on the time the order was submitted. There is no trade through protection during the extended-hours sessions, so price/time priority is set by each market center, not across market centers. This may prevent your order from being executed, in whole or in part, or prevent you from receiving as favorable a price as you might receive during standard market hours. If you change your order, your change is treated as a cancellation and replacement, which may cause it to lose its time priority.

**Access to Other Markets and Market Information.** Not all market centers are connected in extended-hours trading sessions, and not all market centers offer extended-hours trading during the same time periods. This means there may be greater liquidity or a more favorable price for a particular security in another market center. Access to quotes and trading information in other market centers may be limited during extended-hours sessions. Normally, issuers make news announcements that may affect the price of their securities after regular trading hours. Similarly, important financial information is frequently announced outside of regular trading hours. Keep in mind that news stories and related announcements, coupled with lower liquidity and higher volatility, may cause an exaggerated and unsustainable effect on the price of a security.

**Trading Options Securities.** There is a risk of lack of calculation or dissemination of the underlying index value or Intraday Indicative Value ("IIV") and lack of regular trading in securities underlying indexes. For certain products, an updated underlying index, portfolio value, or IIV will not be calculated or publicly disseminated during Extended Trading Hours. Because the underlying index or portfolio value and IIV are not calculated or widely circulated during extended trading hours, an investor who is unable to calculate implied values for certain products during extended trading hours may be at a disadvantage to market professionals. Securities underlying the indexes or portfolios will not be regularly trading as they are during regular trading hours, or may not be trading at all. This may cause prices during extended trading hours to not reflect the prices of those securities when they open for trading.

## Penny Stock Trading Risk Disclosure Statement

Low-priced securities, or penny stocks, generally trade for less than \$5 per share and have a relatively small market capitalization. Before engaging in penny stock trading, you should carefully review and consider the following risks, which can be exacerbated in periods of market volatility:

**Lack of Public Information.** Reliable, publicly available information about the penny stock you're considering may not be available or as accessible as information about securities that trade on major exchanges. This can include information about the management, operations, financials, and other aspects of a company may not be available. As a result, it is less likely that quote prices will be based on full and accurate information about the company.

**No Minimum Listing Standards.** Companies that trade on major exchanges like the New York Stock Exchange or Nasdaq must meet minimum standards for the amount of net assets they have and the numbers of shareholders invested in their companies. In contrast, companies that trade as penny stocks in the OTC market may be subject to reduced or no minimum listing standards.

**Liquidity Risk.** Demand may not be constant for penny stocks, which means you may not be able to sell when you want to. You should carefully consider that you may have difficulty selling the stock, and that this could impact the sale price.

**High Volatility.** Penny stocks are susceptible to and can experience large price swings in a short amount of time. These swings may be exacerbated during periods of overall market volatility.

**Fraud.** Since reliable, publicly available information on penny stock is often limited and there is generally less liquidity and trading volume, these stocks can be a target for price or volume manipulation and other fraudulent activity.

For more information on penny stocks and their risks, see the three-part Investor Bulletin: Microcap Stock Basics from the SEC.

## Core Account

Your Fidelity retirement account includes a core account that holds assets awaiting investment or withdrawal. Any amount in your core account will be held in the core position specified on your Fidelity retirement account application or as otherwise selected by you.

As detailed below, the options for your core position may include a money market mutual fund, a bank sweep (sometimes referred to herein as the "FDIC-Insured Deposit Sweep" or "Bank Sweep") or a free credit balance. Note that some of these options may not be available until after the account is established and may not be available to all retirement account types. With respect to both investment yield and compensation to Fidelity, results will typically vary across available core options. Generally, Fidelity earns more compensation when your funds are invested in products or services offered by an affiliate of Fidelity. The core option specified in the account application may not always provide the highest yield, based in part on the then-current interest rate environment. See the applicable mutual fund prospectus or FDIC-Insured Deposit Sweep Program Disclosure, as applicable, for more information. Fidelity reserves the right to make changes to the available options and/or the options available to you for your core position.

For purposes of this Core Account section of this Agreement, the free credit balance will be referred to as the "Interest Bearing Option." This is different from the Intra-day Free Credit Balance described in the Credits to Your Account section of this Agreement. Like any free credit balance, the Interest Bearing Option represents an amount payable to you on demand by Fidelity. Subject to applicable law, Fidelity may use this free credit balance in connection with its business. Fidelity may, but is not required to, pay you interest on this free credit balance, provided that the accrued interest for a given day is at least half a cent. Interest, if paid, will be based upon a schedule set by Fidelity, which may change from time to time at Fidelity's sole discretion.

More details about the money market mutual fund can be found in the money market mutual fund's prospectus, which will be made available to you when applicable.

More details about the Bank Sweep can be found on the FDIC-Insured Deposit Sweep Program disclosure document (the "Program Disclosure"), which is attached hereto, incorporated herein, and forms a part of this Agreement. Please note that, as more fully described in the Program Disclosure, the FDIC-Insured Deposit Sweep Program allows for the sweeping of Cash Balances into a money market mutual fund (this feature is known as the "Money Market Mutual Fund Overflow" or "MMKT Overflow") in certain circumstances. The Bank Sweep together with the MMKT Overflow make up the components of the FDIC-Insured Deposit Sweep Program.

Newly established Fidelity IRAs (including traditional, rollover, and SEP IRAs), and newly established Fidelity Roth IRAs and Fidelity SIMPLE IRAs, will use the core position specified on the account application. Note that inherited IRAs and any IRAs, Roth IRAs, or SIMPLE IRAs that utilize an investment advisory service offered by Fidelity Personal and Workplace Advisors LLC ("FPWA") will not have the option to use the Bank Sweep.

Once the Fidelity IRA, Fidelity Roth IRA, or Fidelity SIMPLE IRA is established, you may be able to switch the core position to another available option. Information about the rates of return on these different options can be found at [Fidelity.com/IRACoreRates](https://www.fidelity.com/IRACoreRates).

After your Fidelity retirement account has been opened, there may be situations where your core position must be changed from the option you currently use to another available option. Upon receiving advance written notice of such change, unless you contact Fidelity and inform us otherwise within the time frame specified in the notice, you will be deemed to (i) consent to such change and (ii) direct Fidelity to withdraw your funds from the core position you currently use and place those funds in the new core position.

## If You Reside Outside the United States

If we determine that you reside outside the United States in any country other than Canada (as described in the Residing Outside the United States section of this Agreement), either at the time you open your Fidelity retirement account or at any point in time after you open your Fidelity retirement account (e.g., as a result of a subsequent move), your

core account will not operate as described elsewhere in this Agreement. Instead, during such time as we believe you reside outside the United States, the following will apply:

#### 1. New Fidelity Accounts.

The core position as specified on your Fidelity retirement account application or as otherwise selected by you will not be changed, but the process of sweeping the Intra-day and After-hours Free Credit Balances to your core account (as described in the Credits to Your Account section of this Agreement) will be suspended. As a result, all uninvested cash in your Fidelity retirement account will be held as Intra-day and After-hours Free Credit Balances. You will also be unable to make any change to your core position, including making any changes to the Program Bank List assigned to your Fidelity retirement account, in the event the Bank Sweep is your core position.

#### 2. Existing Fidelity Accounts.

The process of sweeping the Intra-day and After-hours Free Credit Balances to your core account will be suspended. This will not affect any existing holdings of a Fidelity money market fund, or your Program Deposits. You will be able to liquidate that position should you elect to do so, but you will generally be unable to add to it for so long as we believe you reside outside the United States, except for the deposit of accrued interest in the case of the Bank Sweep or the reinvestment of dividends on money market mutual fund positions. As a result, all new deposits to your Fidelity retirement account or settlement proceeds from transactions in your account will be held as Intra-day and After-hours Free Credit Balances. You will also be unable to make any change to your core position, including making any changes to the Program Bank List assigned to your Fidelity retirement account, in the event the Bank Sweep is your core position.

Should we determine that you no longer reside outside the United States, if your Fidelity retirement account was subject to a suspension, this suspension will be lifted, the Intra-day and After-hours Free Credit Balances will be swept to your core account and, going forward, your Fidelity retirement account will operate as otherwise described herein.

For Fidelity Retirement Plan accounts (including Profit Sharing, Money Purchase, and Self-Employed 401(k) plan accounts), the core position is generally Fidelity® Government Cash Reserves or any other core position that Fidelity might make available for this purpose.

If you establish or maintain a Fidelity IRA (including traditional, rollover, and SEP IRAs), a Fidelity Roth IRA, or a Fidelity SIMPLE IRA and you wish to transfer to or otherwise utilize an investment advisory service offered by FFWA, as a condition of enrolling in such service, your core position will be a then available Fidelity money market mutual fund (generally Fidelity Government Cash Reserves or any other core position Fidelity might make available for this purpose). As a result, any balance in the Bank Sweep or other core position will be liquidated prior to such a transfer or utilization.

If you maintain a Fidelity IRA (including traditional, rollover, and SEP IRA), a Fidelity Roth IRA, or a Fidelity SIMPLE IRA and you wish to establish a relationship with an independent third-party investment adviser that utilizes Fidelity or its affiliates for clearing and custody services and technology support, your core position will be a then available money market mutual fund or other core position Fidelity might make available for this purpose. As a result, any balance in the Bank Sweep or other core position must be liquidated in connection with the establishment of such relationship.

The Bank Sweep is not available in inherited IRAs (including inherited Roth IRAs). Therefore, in connection with the establishment of an inherited IRA, prior to transferring the assets to the inherited IRA, any balance maintained by the deceased IRA depositor in the Bank Sweep will be liquidated.

If your Fidelity IRA, Fidelity Roth IRA, or Fidelity SIMPLE IRA was established by your employer in accordance with the terms of your workplace savings plan and your employer elected as the core position a then available Fidelity money market mutual fund (generally Fidelity Government Cash Reserves or any other core position Fidelity might make available for this purpose), at the time that you activate your employer-established IRA, you will not be able to select the Bank Sweep. Your only available core position at that time will be a then available Fidelity money market mutual fund (generally Fidelity Government Cash Reserves or any other core position Fidelity might make available for this purpose). However, after you activate your IRA, you may switch the core position between the Bank Sweep and any then available Fidelity money market mutual fund option without restriction.

## Statements

We will send an account statement to the address of record:

- every calendar quarter, at a minimum
- for any month when you have trading or cash management activity

Your account statements will show all activity in your account for the stated period, including securities transactions, cash balances, credits and debits, and all fees paid directly from your account.

We will also send a confirmation for every securities transaction in your account. The only exceptions are automatic investments, automatic withdrawals, dividend reinvestments, and transactions that involve only your core position or the Intra-day Free Credit Balance; for these activities, your regular account statement serves in place of a confirmation.

If you live with immediate family members who also have eligible Fidelity accounts, Fidelity may "household" those accounts to potentially qualify for enhanced services and features and to send statements and disclosures together to a common address. You may also elect to have your statements combined or householded by completing the information requested at [Fidelity.com/customer-service/how-to-combine-statements](https://www.fidelity.com/customer-service/how-to-combine-statements). By participating in householding, you agree that Fidelity may provide the employers of any householded account holders with account statements, trade confirmations, or other documents as required by applicable regulations.

In addition, by signing the account application, you consent to have only one copy of Fidelity mutual fund shareholder documents, such as prospectuses and shareholder reports ("Documents"), delivered to you and any other investors sharing your address. Your Documents will be householded indefinitely; however, you may revoke this consent at any time by contacting Fidelity. Additional details regarding your consent are provided in the account application.

## Account Protection

The securities in your account (including any amounts in the MMKT Overflow) are protected in accordance with the Securities Investor Protection Corporation (SIPC) for up to \$500,000 (including up to \$250,000 for uninvested cash). We also provide additional coverage above these limits. Neither coverage protects against a decline in the value of your securities, nor does either coverage extend to certain securities that are considered ineligible for coverage.

For more details on the SIPC, or to request an SIPC brochure, visit [www.sipc.org](https://www.sipc.org) or call 202-371-8300.

Please note that if you utilize the Bank Sweep, except as otherwise described in the Core Account section of this Agreement, and in the Product Disclosure, in general balances you maintain in your account will be swept to an FDIC-insured position at a bank with which Fidelity has established a relationship (a "Program Bank"). Until funds are swept to the Program Bank, they are covered by SIPC. Once funds are swept to a Program Bank, they are no longer covered by SIPC, but they are eligible for FDIC insurance subject to FDIC insurance coverage limits. For more information about the Bank Sweep, please refer to the FDIC-Insured Deposit Sweep Program Disclosures document, which is attached hereto, incorporated herein, and forms a part of this Agreement.

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## Optional Features

You can set up these services using your account application. To add them to an existing account, contact Fidelity. Some of these features are covered by their own customer agreements, which are incorporated into this Agreement by reference (are legally considered part of this Agreement) and will be provided to you as applicable. Note that some services are not available for certain types of accounts.

### Checkwriting

Checkwriting is available on certain retirement accounts. Note that cancelled checks are not returned to you, although check imaging may be available.

### Electronic Funds Transfer

You may transfer cash in and out of your account using electronic funds transfer (EFT), which works like an electronic check. You can also arrange for your brokerage account to receive periodic payments from other accounts, or transfers from other sources, such as Automatic Investments.

## Dividend Reinvestment

In addition to reinvestment of mutual fund dividends, reinvestment of dividends from eligible equities and closed-end funds is an option for most retirement accounts. You can choose to have the service apply to all eligible securities in your account, or only to certain ones. You can request this feature by phone, online, or in writing (for all securities or for individual ones) once you have established your account.

## Fidelity MyVoice®

Fidelity MyVoice® is a free security service. When you call Fidelity, you'll no longer have to enter PINs or passwords because Fidelity MyVoice helps you interact with us securely and more conveniently. Through natural conversation, MyVoice will detect and verify your voiceprint in the first few moments of the call. A voiceprint is a combination of your physical and behavioral voice patterns. Like a fingerprint, it's unique to you.

## Mobile Phone Number Security Check

In order to protect your account, we may review any changes made to your mobile phone number to ensure that a newly entered number is not associated with any known fraudulent activity. You authorize your mobile provider to disclose information about your mobile phone account, such as subscriber status, payment method (whether your account is prepaid or is subject to monthly billing), and device details, if available, to support identity verification and fraud avoidance, and for other security purposes for the duration of your business relationship with us. This information may also be shared with certain third-party companies whose services we utilize for security to support your transactions with us, and for identity verification and fraud avoidance purposes.

## Accessing Your Account

There are a variety of ways you can place orders, access your account, get market and investment information, or contact Fidelity. Online choices include Fidelity.com, Fidelity Active Trader Pro®, alerts and wireless trading services, the Fidelity Investments mobile app, and other interactive services for computers or hand-held devices. Some of these services are offered by Fidelity directly; others are offered by outside providers.

Telephone choices include Fidelity Automated Service Telephone (FAST®) as well as Fidelity's telephone representatives. Both services are generally available 24 hours a day, seven days a week. You can also speak with a Fidelity Representative in person, during business hours, at any of our Fidelity Investor Centers around the country. Please note that our telephone lines may be recorded, and, by signing the account application, you are consenting to such recording. If you do not wish to be recorded, you should contact Fidelity via another means.

# Account Policies

## Account Registration

### Custodial Accounts

For accounts opened by a parent, guardian, or custodian for the benefit of a minor: By opening this type of account, you agree that all account assets will be used only for the minor's benefit. Note that the IRA Custodian or Plan Trustee may restrict the use of this type of account.

### Authorization and Direction to Obtain and Use Information Related to You

You authorize us to obtain and use information related to all of your accounts, workplace plans or other benefits, or other information related to you that may be maintained by us or any of our affiliates, including without limitation information related to your accounts, participation, or benefits that we or any Fidelity affiliate may obtain in connection with providing services to or through your employer or a workplace plan or other

benefit. We may use this information for any purpose not prohibited by law, such as in the provision of enhanced or integrated services or more personalized communications, but the information shall not be required to be used for any specific purpose.

## Account Usage

### First Use of a Core Account

If a money market mutual fund is your core position, making your first investment into that fund is your acknowledgment that you have received and read a prospectus or profile prospectus for that fund.

### Retirement Account Funding for Canadian Residents

If you have provided Fidelity with an address and/or tax information that indicates that you are a resident of Canada, you warrant and represent to Fidelity that any cash or assets used to fund this account constitute proceeds from an existing IRA or retirement plan account previously established in the United States for your benefit.

### Prohibited Uses and Actions

You are strictly prohibited from using your account in conjunction with any business as a broker-dealer, trader, agent, or adviser in any type of security, commodity, future, or contract, or in any business or organization connected with individuals performing these functions. You are also prohibited from publicizing or sharing with anyone any information you obtain through your account (such as securities quotes). In addition, be aware that we may freeze your account or suspend certain privileges, features, or services at any time without notice.

### Limits on Mutual Fund Trades

Because excessive trading in mutual fund shares can be detrimental to a fund and its shareholders, we may block account owners or accounts that engage in excessive trading from making further transactions in fund shares. A block on trading fund shares may be temporary or permanent, and may apply only to certain mutual funds or all mutual funds, including Fidelity funds.

The decision to impose a block may originate with a mutual fund company or may be made by Fidelity at the brokerage account level, if Fidelity believes such a block is warranted. To see what a given fund company's definition of "excessive trading" is, check the fund's prospectus.

In addition, we may restrict or limit any transaction in any mutual fund or other investment company that we or an affiliate manages or advises if we believe the transaction could adversely affect the investment company or its shareholders.

## How Transactions Are Settled

### Credits to Your Account

During normal business hours ("Intra-day"), activity in your account such as deposits and the receipt of settlement proceeds are credited to your account and may be held as a free credit balance (the "Intra-day Free Credit Balance").

Activity in your account such as deposits and the receipt of settlement proceeds may also occur after the cut-offs described above, or on days the market is not open and the Fedwire Funds Service is not operating (collectively "After-hours"). Those amounts are credited to your account and may be held as a free credit balance (the "After-hours Free Credit Balance").

Like any free credit balance, the Intra-day and After-hours Free Credit Balances represent amounts payable to you on demand by Fidelity. Subject to applicable law, Fidelity may use these free credit balances in connection with its business. Fidelity may, but is not required to, pay you interest on free credit balances held in your account overnight, provided that the accrued interest for a given day is at least half a cent. Interest, if paid, will be based upon a schedule set by Fidelity, which may change from time to time at Fidelity's sole discretion.



Interest paid on free credit balances will be labeled "Credit Interest" in the Investment Activity section of your account statement. Interest is calculated on a periodic basis and credited to your account on the next business day after the end of the period. This period typically runs from approximately the 20th day of one month to the 20th day of the next month, provided, however, that the beginning and ending periods each year run, respectively, from the 1st of the year to approximately the 20th of January and approximately the 20th of December to the end of the year. Interest is calculated by multiplying your average overnight free credit balance during the period by the applicable interest rate, provided, however, that if more than one interest rate is applicable during the period, this calculation will be modified to account for the number of days each period during which each interest rate is applicable.

### **If You Utilize a Fidelity Money Market Fund as Your Core Position**

If you utilize a Fidelity money market fund as your core position, the Intra-day Free Credit Balance, if any, generated by activity occurring prior to the market close each business day (or 4 p.m. Eastern time on business days when the market is closed and the Fedwire Funds Service is operating) is automatically swept into your core account and invested in your core position at the market close.

There will be additional automatic sweeps into your core account early in the morning prior to the start of business on each business day that will also be invested in your core position at that time. These will include your After-hours Free Credit Balance along with credit amounts attributed to certain actual or anticipated transactions that would otherwise generate an Intra-day Free Credit Balance on such business day.

### **If You Utilize the Bank Sweep as Your Core Position**

If you utilize the Bank Sweep as your core position, the Intra-day Free Credit Balance, if any, as well as any After-hours Free Credit Balance generated by activity occurring prior to Fidelity's nightly processing cycle are automatically swept into your core account as part of that nightly cycle (the "Evening Bank Sweep") and reflected in your Account as Program Deposits (as defined infra.) in anticipation of the deposit process described below occurring on the next business day.

There will be an additional automatic sweep into your core account early in the morning prior to the start of business on each business day that will also be invested in your core position at that time (the "Morning Bank Sweep"). This will include credit amounts attributed to certain actual or anticipated transactions that would otherwise generate an Intra-day Free Credit Balance on such business day.

The total amount of the Evening Bank Sweep and the Morning Bank Sweep is referred to as your Cash Balance. In the morning of the business day of the Morning Bank Sweep, your Cash Balance will be deposited in an FDIC-insured interest-bearing account (a "Program Deposit Account") at one or more participating banks (each, a "Program Bank"). The amounts on deposit are collectively referred to as your Program Deposits, and Program Deposits are eligible for FDIC insurance up to certain limits. Please note that in the event you have cash balances greater than either a) amount that the bank sweep program can place at the participating banks, or b) amounts that exceed the total FDIC insurance offered by the Program, excess funds will be swept into a money market mutual fund (this feature is known as the "Money Market Mutual Fund Overflow" or the "MMKT Overflow" component of the Bank Sweep program). Please see the FDIC-Insured Deposit Sweep Program Disclosure for more details.

### **If You Utilize the Interest Bearing Option as Your Core Position**

If you utilize the Interest Bearing option as your core position, the Intra-day Free Credit Balance, if any, as well as any After-hours Free Credit Balance generated by activity occurring prior to Fidelity's nightly processing cycle is automatically swept into your core account as part of that nightly cycle and held in the Interest Bearing option.

### **Check and ACH Deposits**

Each check or Automated Clearing House (ACH) deposit is promptly credited to your account. However, the money may not be available to use until up to six business days later, and we may decline to honor any debit that is applied against the money before the deposited check or ACH has cleared. If a deposited check or ACH does not clear, the deposit will be removed from your account, and you are responsible for returning any interest you received on it. Note that we can only accept checks denomi-

nated in U.S. dollars and drawn on a U.S. bank account (including a U.S. branch of a foreign bank). We cannot accept third-party checks. In addition, if we have reason to believe that assets were incorrectly credited to your account, we may restrict such assets and/or return such assets to the account from which they were transferred.

### **Debits to Your Account**

Deferred debit card charges are debited monthly. All other debit items (including checks, debit card transactions, bill payments, securities purchases, electronic transfers of money, levies, court orders or other legal process payments) are paid daily to the extent that sufficient funds are available. Note that debits to resolve securities transactions (including margin calls) will be given priority over other debits, such as checks or debit card transactions.

As an account owner, you are responsible for satisfying all debits on your account, including any debit balance outstanding after all assets have been removed from an account, any margin interest (at prevailing margin rates) that has accrued on that debit and any costs (such as legal fees) that we incur in collecting the debit. You are also responsible for ensuring that checks issued to you representing distributions from your account are promptly presented for payment. If a check issued to you from your account remains uncashed and outstanding for at least six months, you authorize and instruct Fidelity, in its sole discretion, to cancel the check and return the underlying proceeds to you by depositing the proceeds into your account.

To help ensure the proper discharge of debits, it is our policy (unless we agree to do otherwise) to do the following when settling debits against your account.

### **If You Utilize a Fidelity Money Market Fund as Your Core Position**

If you utilize a Fidelity money market fund as your core position and there are debits in your account generated by account activity occurring prior to the market close each business day (or 4 p.m. Eastern time 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:

- any Intra-day Free Credit Balances
- redemption proceeds from the sale of your core position at the market close
- 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
- if you have a margin account, any margin surplus available, which will increase your 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 your account along with debits associated with certain actual or anticipated transactions that would otherwise generate a debit in your account during the business day will be settled using redemption proceeds from the sale of your core position early in the morning prior to the start of business.

### **If You Utilize the Bank Sweep as Your Core Position**

If you utilize the Bank Sweep as your core position and there are debits in your account generated by account activity occurring prior to Fidelity's nightly processing cycle, these debits will be settled using the following sources, in this order:

- any Intra-day or After-hours Free Credit Balances
- proceeds from the sale of any shares of the MMKT Overflow held in the core account
- proceeds from the withdrawal of Program Deposits occurring on the next business day (not including bank holidays or days on which the New York Stock Exchange is closed, such as Good Friday)
- 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
- if you have a margin account, any margin surplus available, which will increase your margin balance

In addition, early in the morning prior to the start of business on each business day, certain unsettled debits in your account along with debits associated with certain actual or anticipated transactions that would otherwise generate a debit in your account during the business day will be settled using proceeds from the withdrawal of Program Deposits occurring that business day (not including bank holidays or days on which the New York Stock Exchange is closed, such as Good Friday). Debits associated with certain actual or anticipated transactions that would otherwise generate a debit in your account during the business day will be settled using proceeds first from the sale of any shares of the MMKT Overflow and then the withdrawal of Program Deposits occurring that business day.

### If You Utilize the Interest Bearing Option as Your Core Position

If you utilize the Interest Bearing option as your core position and there are debits in your account generated by account activity occurring prior to Fidelity's nightly processing cycle, these debits will be settled using the following sources, in this order:

- any Intra-day or After-hours Free Credit Balances
- funds held in the Interest Bearing option
- 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
- if you have a margin account, any margin surplus available, which will increase your margin balance

In addition to the foregoing, we may turn to the following sources:

- redemption proceeds from the sale of any shares of a Fidelity money market fund held in another non-retirement account with the same registration (which you authorize us to sell for this purpose when you sign the application)
- any securities in any other account at Fidelity in which you have an interest

If you want to opt out of the foregoing, please contact Fidelity for more information.

In the event that your account does not contain sufficient cash, Fidelity may liquidate securities to satisfy a court order, levy, or any other legal process payment.

### Resolving Unpaid Obligations or Other Obligations

If certain of the sources listed above in "Debits to Your Account" (which are defined as your "available balance" for purposes of this Agreement) are not enough to satisfy a given debit, we reserve the right to take action as we see fit, including declining to honor the debit, which may result in fees (such as a returned check fee) or other consequences for you.

Note that at any time, we may reduce your available balance to cover obligations that have occurred but not yet been debited including but not limited to withholding taxes that should have been deducted from your account.

It is important to understand that we do have additional choices for resolving unsatisfied obligations. Like many other securities brokers, we reserve the right to sell or otherwise use assets in an account to discharge any obligations the account owner(s) may have to us (including unmatured and contingent obligations), and to do so without further notice or demand. For example, if you have bought securities but not paid for them, we may sell them ourselves and use the proceeds to settle the purchase.

Although Fidelity may use other methods, Fidelity reserves the right to use the provisions described in this section at any time, except when they would conflict with the Employee Retirement Income Security Act of 1974 (ERISA) or the Internal Revenue Code of 1986, both as amended.

### Transaction Settlement Deadlines

Generally, you need to pay for all transactions or deliver all securities by 2 p.m. Eastern time on the settlement date. We reserve the right to cancel or liquidate, at your risk, any transaction not settled in a timely way.

### Transfer of Securities—Dividends

When dividends are paid on securities that are transferred from a brokerage account (other than in settlement of brokerage transactions), such as transfers between accounts and gifts of securities, Fidelity will apply the same "ex-dividend date" rules that apply to brokerage transactions so that transfers before an ex-dividend date will transfer the dividend to the transferee, and transfers on or after the ex-dividend date will not transfer the dividend to the transferee.

### Nontransferable Securities

In the event that any securities in your account become nontransferable, NFS may remove them from your account without prior notice. Non-transferable securities are those where transfer agent services have not been available for six or more years. A lack of transfer agent services may be due to a number of reasons, including that the issuer of such securities may no longer be in business and may even be insolvent. NFS may remove nontransferable securities from your account pursuant to a Securities and Exchange Commission-approved program that permits our custodian for these securities to no longer maintain the physical certificates representing the positions in these securities. Please note the following:

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

By opening and maintaining an account with us, you consent to our actions as we have described them above, and you waive any claims against us arising out of such actions. You also understand that we do not provide tax advice concerning your account or any securities that may be the subject of removal from or reinstatement into your account, and you agree to consult with your own tax advisor concerning any tax implications that may arise as a result of any of these circumstances. Fidelity has no responsibility for determining if the sale of either a limited partnership or master limited partnership would generate unrelated business taxable income in your IRA or whether a specific securities transaction you have made would be deemed a prohibited transaction under ERISA and §4975 of the Internal Revenue Code.

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## Policies on Optional Features

### EFT Transactions

EFT transactions are normally completed within three to seven business days of your request. An EFT transfer may be from \$10 to \$99,999. The two accounts involved in an EFT transaction must have at least one owner's name in common (and that name must match exactly). To send and receive EFT transactions, your bank must be a member of the Automated Clearing House (ACH) system.

For EFT transactions, you hereby grant us limited power of attorney for purposes of redeeming any shares in your accounts (with the right to make any necessary substitutions), and direct us to accept any orders to make payments to an authorized bank account and to fulfill these orders through the redemption of shares in your account. You agree that the above appointments and authorizations will continue until we receive written notice of any change at the address listed following "Things to Know Before Using Your Account," although we may cease to act as agents to the above appointments on 30 days' written notice to your account's address of record. You further understand that Fidelity may notify you electronically or by phone when the EFT feature is set up or EFT transactions are initiated on your account.



If you have arranged to have direct deposits made to your account, at least once every 60 days from the same person or company, you can call Fidelity at 800-343-3548 to find out whether or not the deposit has been made.

## Dividend Reinvestment Program

With this feature, all dividends paid by eligible securities that you designate for reinvestment are automatically reinvested in additional shares of the same security. (For purposes of the Dividend Reinvestment Program, "dividends" means cash dividends and capital gain distributions, late ex-dividend payments, and special dividend payments, but not cash-in-lieu payments.) In designating any eligible security for reinvestment, you authorize us to purchase shares of that security for your account.

To be eligible for this feature, a security must satisfy all of the following:

- be a closed-end fund, common stock, or foreign security (generally American depository receipts [ADRs])
- be margin-eligible (as defined by NFS)
- be held in street name by NFS (or at a securities depository on its behalf)
- not be held as a short position

Dividends are reinvested on shares that satisfy all of the following:

- the security is eligible
- you own the shares on the dividend record date
- you own the shares on the dividend payable date (even if you sell them that day)
- your position in the security has been settled on or before the dividend record date
- the shares are designated for reinvestment as of 9 p.m. Eastern time on the dividend record date

Shares purchased through the Dividend Reinvestment Program will generally be placed in your account as of the dividend payable date. Note, however, that the stock price at which your reinvestment occurs is not necessarily the same as the price that is in effect on the dividend payable date. This is because we generally buy the shares of domestic companies one business day before the dividend payable date, at the market price(s) in effect at the time, in order to help ensure that we have shares on hand to place in your account on the dividend payable date. Other factors may require the purchase of the shares on a different business day, which may be before, on, or after the dividend payable date, e.g., dividends of foreign companies. Also, shares of securities that have an irregular ex-dividend date are purchased on the ex-dividend date and placed in your account on the first business day following the ex-dividend date. Therefore, you may end up receiving more or fewer shares than if your dividend had been reinvested on the dividend payable date itself, particularly if there are significant changes in the market price of a security just before its dividend payable date. If several purchase transactions are necessary to reinvest your and other customers' dividends in a particular security, the price per share will be the weighted average price per share for all shares purchased. If sufficient shares are unavailable in the market to satisfy all customers' requirements for dividend reinvestment for a security, the dividend will not be reinvested. The reinvestment of dividends may be delayed in certain circumstances. NFS reserves the right to suspend or completely remove securities from participation in dividend reinvestment and credit such dividends in cash at any time without notice.

Automatic reinvestments often involve purchase of fractional shares, calculated to three decimal places. Partial shares pay prorated dividends and can be sold if you sell your entire share position, and will be liquidated automatically in transfers and certain other situations, but otherwise typically cannot be sold.

Although for dividend reinvestments your regular account statement takes the place of a trade confirmation, you can generally obtain status information the day after the reinvestment date by contacting Fidelity.

If you transfer or reregister your account within Fidelity (for example, by changing from a traditional IRA to a Roth IRA), you need to redesignate any securities whose dividends you want reinvested.

## DTC's Dividend Reinvestment Program

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

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

## Optional Dividends

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

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## Fractional Share Trading

Fidelity's fractional share trading functionality allows you 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 you should understand before placing your 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 fees (e.g., the Additional Assessment) or taxes.

Orders received in good form by FBS will be accepted and transmitted to NFS for execution. You may attempt to cancel an order, but there is no ability to request that an order be "cancelled and replaced" (i.e., you cannot modify an order once it has been submitted). Instead, you will need to cancel your 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, your ability to buy or sell a security using Fractional Trading may be more restricted than if you 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 your order will be held until trading resumes. However, your 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 your order is not executed by the close of that day's Fractional Trading window, it will be cancelled.

You 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 you. Any modification to the list of eligible NMS stocks available for Fractional Trading will not affect any fractional share interests previously acquired by you. In certain limited circumstances, you may also be able to sell a fractional share interest in a security that is no longer an NMS stock, provided that it was an NMS stock at the time you purchased it and your fractional interest was acquired using the Fractional Trading functionality. Additionally, you 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 but not through the live representative channel).

## Trade Execution

FBS will act as your agent and NFS will act in either a principal or a mixed capacity (i.e., both as agent and principal) when executing your 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 your account, NFS will maintain custody of the whole share in which you have the fractional interest. Any fractional share interest in the whole share not allocated to your 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 you submit an order to buy or sell a fractional share quantity or dollar amount of a particular security, you authorize NFS to "work the order." If you do not wish your order to be handled on a Not Held basis, you 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"). Please note that this price may be higher or lower than the price at the time you place your 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. Please read the following information carefully to understand your rights regarding your fractional share interests.

Fractional share positions cannot be transferred or certificated. The Automated Customer Account Transfer System does not support fractional share positions. If you want to transfer your account or specific share positions to another broker, you must sell your fractional positions and transfer the cash proceeds.

You 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, you acknowledge that you cannot vote or take any discretionary or voluntary action with respect to any fractional share position. Accordingly, while NFS may notify you of issuer meetings, NFS will not solicit proxies in connection with fractional share positions, and you cannot 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 you in proportion to your 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 you. 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 your 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 your 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 you agree to treat you as the owner of all fractional share interests allocated to your 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 your account is closed, your fractional shares may be liquidated and the proceeds distributed to you 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 you 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.

## Trading in Volatile Markets — Understand the Risks

Volatile markets can present higher trading risks. Ways to manage some of these risks include:

- **Consider placing limit orders instead of market orders** In certain market conditions or with certain types of volatile securities, price changes may be significant and rapid during regular or after-hours trading. In these cases, placing a market order could result in a transaction that exceeds your available funds, meaning that Fidelity would have the right to sell other assets in your account. This is especially a risk in accounts that you cannot easily add money to, such as retirement accounts.
- **Be aware that quotes, order executions, and execution reports could be delayed** During periods of heavy trading or volatility, quotes that are provided as “real time” may be stale — even if they appear not to be — and you may not receive every quote update. Security prices can change dramatically during such delays, and order execution may be delayed or unavailable.
- **If you attempt to cancel an order, understand that there is no guarantee that an open order can be cancelled in whole or in part** If you wish to replace an order you have attempted to cancel, be sure your original order is actually cancelled. Don't rely on a receipt for your cancellation order; that order may have arrived too late for us to act on.
- **Use other ways to access Fidelity during peak volume times** Phone or computer capacity limitations could mean delays in getting information or placing orders. If you are having problems with one method, try another.

The chances of encountering these risks are higher for individuals using day-trading strategies. In part for this reason, Fidelity does not promote day-trading strategies.

For more information on trading risks and how to manage them, visit [Fidelity.com](https://www.fidelity.com) or contact Fidelity.

If your account has been approved for margin, notwithstanding the terms of the Customer Agreement, Fidelity will not lend (hypothecate) your fractional share positions.

If you hold fractional share positions in your 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 you place an order to sell your entire whole share position (“Auto-liquidate”). The first time you place an order to buy or sell a security using the Fractional Trading functionality, we will turn off the Auto-liquidate feature in your account so that going forward, those positions will be handled like any other fractional share position acquired using Fractional Trading (i.e., you will need to affirmatively sell those fractional share positions if you wish to sell your entire position in that security).

## Fractional New Issue Certificates of Deposit

Fidelity's fractional CD functionality allows you to buy fractional quantities of certain new issue CDs (“Fractional CDs”) in certain incremental amounts (such as \$100, although this amount may vary over time). There are certain limitations that you should understand before investing in Fractional CDs. Fractional CDs are intended to be held until maturity due to the illiquid nature of CDs in general. However, should you need to liquidate a fractional CD, you will need to obtain a bid for the fractional portion of your CD. Due to the limited market for fractional CDs, FBS will request a bid from NFS only. NFS does not guarantee that there will be a market for fractional CDs. Orders to sell fractional CDs may only be requested in the amount that was originally purchased as a fractional CD. You will not be able to sell a fractional portion of a CD that was purchased as a whole CD.

## Transfer of Fractional Positions

The Automated Customer Account Transfer System does not support fractional positions. If you want to transfer your account or specific share positions to another broker, you must sell your fractional positions and transfer the cash proceeds.

## 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, will not be distributed.

## Tax Treatment

NFS and you agree to treat you as the owner of all fractional CD interests allocated to your account, to file all tax returns in accordance with such treatment, and to take no action inconsistent with such treatment.

## Additional Considerations

Fractional positions may be illiquid. NFS does not guarantee that there will be a market for fractional positions and makes no representations or warranties about its ability or willingness to continue to trade as principal in fractional quantities. If your account is closed, your fractional position may be liquidated and the proceeds distributed to you as cash.

## Precious Metals

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 an IRA or other 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 your responsibility to determine whether or not such an investment is appropriate for an IRA or retirement plan account and whether the acquisition of such investment may result in a taxable distribution from such account under Section 408(m).

Precious metals are not covered by SIPC account protection, but are insured by the depository at market value if stored through us. When trading precious metals, note that because they can experience sudden and rapid price changes, they are risky as investments, and we cannot guarantee you an advantageous price when you trade them.

If you store precious metals through us, storage fees will apply.

## Closing Your Account

We can close your account, or terminate any optional feature, at any time, for any reason, and without prior notice. You can close your account, or terminate any optional feature, by notifying us in writing or calling us on a recorded line. We may automatically close accounts with zero balances.

Regardless of how or when your account is closed, you will remain responsible for all charges, debit items, or other transactions you initiated or authorized, whether arising before or after termination. Note that a final disbursement of assets may be delayed until any remaining issues have been resolved.

## Monitoring Your Account and Notifying Us of Errors

As an account owner, you are responsible for monitoring your account. This includes making sure that you are receiving transaction confirmations, account statements, and any other expected communications. It also includes reviewing these documents to see that information about your account is accurate and contains nothing suspicious. Please note that, unless we have otherwise contractually agreed to do so, we do not have

an ongoing responsibility to monitor an investment strategy, account type, or securities bought, sold, or held in your account, even in cases where we have made a recommendation.

Note that so long as we send communications to you at the physical or electronic address of record given on the application, or to any other address given to us by you or any other authorized person, the communications are legally presumed to have been delivered, whether you actually received them or not. In addition, confirmations and statements are legally presumed to be accurate unless you specifically tell us otherwise.

If you have not received a communication you expected, or if you have a question or believe you have found an error in any communication from us, telephone us immediately, then follow up with written confirmation (see contact information following “Things to Know Before Using Your Account”).

You agree to notify us immediately if:

- you placed an order electronically but did not receive a reference number for it (an electronic order is not considered received until we have issued an acknowledgment)
- you received confirmation of an order you did not place, or any similar conflicting report
- there is any other type of discrepancy or suspicious or unexplained occurrence relating to your account
- your password or access device is lost or stolen, or you believe someone has been using it without authorization

If any of these conditions occurs and you fail to notify us immediately, neither we nor any other Fidelity affiliate will be liable for any consequences. If you do immediately notify us, our liability is limited as described in this Agreement.

With any feature or service that is governed by a separate agreement (such as an options trading agreement), note that different policies concerning error resolution and liability may apply, as described in the separate agreement.

If, through any error, you have received property that is not rightfully yours, you agree to notify us and to immediately return the property and any earnings it may have yielded.

If we identify an error in connection with property you have received from or through us or a Fidelity affiliate and determine it is not rightfully yours, you agree that we may take action to correct the error, which may include returning such property to the rightful owner.

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## Complying with Applicable Laws and Regulations

In keeping with federal and state laws, and with securities industry regulations, you agree to notify us in writing if any of the following occur (with all terms in quotes defined as being within the meaning of the Securities Act of 1933):

- if you (or an authorized person on your account) are, or later become, an employee or other “associated person” of a stock exchange, a member firm of an exchange or the Financial Industry Regulatory Authority (FINRA), a municipal securities dealer, or Fidelity or any Fidelity “affiliate”
- if you are, or later become, an “affiliate” or “control person” with respect to any security held in your account
- if any transactions in your account regarding securities whose resale, transfer, delivery, or negotiation must be reported under state or federal laws

You also agree:

- if you (or an authorized person on your account) are, or later become, an “associated person” of a member firm of an exchange or FINRA, that you have obtained consent of the “employer member,” and you authorize Fidelity upon request by an employer member to transmit copies of confirmations and statements, or the transactional data contained therein, with respect to all of your accounts, including all accounts subject to FINRA rules and unit investment trusts, municipal fund securities, and qualified programs pursuant to Section 529 of the Internal Revenue Code.

- to ensure that your account transactions comply with all applicable laws and regulations, understanding that any transaction subject to special conditions may be delayed until those conditions are met
- to comply with all policies and procedures concerning “restricted” and “control” securities that we may require
- to comply with any insider trading policies that may apply to you as an employee or “affiliate” of the issuer of a security

If you or another individual associated with your account resides outside the U.S., Fidelity may at any time in its sole discretion terminate that relationship or modify your rights to access any or all account features, products, or services. By opening or maintaining an account with Fidelity, you acknowledge that Fidelity does not solicit offers to buy or sell securities, or any other product or service, to any person in any jurisdiction where such offer, solicitation, purchase, or sale would be unlawful under the laws of such jurisdiction.

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## Limits to Our Responsibility

Although we strive to ensure the quality and reliability of our services, including electronic services (such as online, wireless, and automated telephone services), neither we nor any third party whose services we arrange for are responsible for the availability, accuracy, timeliness, completeness, or security of any service related to your account.

You therefore agree that we are not responsible for any losses you incur (meaning claims, damages, actions, demands, investment losses, or other losses, as well as any costs, charges, attorneys’ fees, or other fees and expenses) as a result of any of the following:

- cancellation of an accepted trade in which Fidelity reasonably determines, in its sole discretion, that there was a data, clerical or other similar error in the handling or processing of the trade, including but not limited to a situation where a third party caused such error
- the acceptance and processing of any order placed on your account, whether received electronically or through other means, as long as the order reasonably appears to be authentic; or the refusal to accept or execute any order, instruction, or transfer as Fidelity may elect to do at any time
- cancellation of an accepted/executed trade when dealers and/or contra-parties notify Fidelity that they are unable to deliver the bonds because the order was filled in error
- investment decisions or instructions placed on your account, or other such actions attributable to you or any authorized person
- occurrences related to governments or markets, such as restrictions, suspensions of trading, or high market volatility or trading volumes
- uncontrollable circumstances in the world at large, such as wars, natural disasters, power outages, unusual weather conditions, or government restrictions
- occurrences related to computers and communications, such as a network or systems failure, a message interception, or an instance of unauthorized access or breach of security
- with respect to electronically provided market data or other information provided by third parties, any flaw in the timing, transmission, receipt, or substance (such as any inaccuracy, error, delay, omission, or sequence error, any nonperformance, or any interruption of information), regardless of who or what has caused it to occur
- the storage and use of information about you and your account(s) by our systems and transmission of this information between you and us; these activities occur entirely at your risk
- the usage of information received by you or us through any electronic services
- telephone requests for redemptions, so long as we transmit the proceeds to you or the bank account number identified
- difficulties receiving information or accessing your account that are due to the equipment you use, including difficulties resulting from technical incompatibilities, malfunctions, inherent limitations, or interruptions in service
- any checks or other debits to your account that are not honored because the account has insufficient funds



**If any service failure is determined to be our responsibility, we will be liable only for whatever direct benefit you would have realized up to the time by which you should have notified us, as specified earlier in "Monitoring Your Account and Notifying Us of Errors." Fidelity reserves the right to restrict your account from withdrawals and/or trades if there is a reasonable suspicion of fraud, diminished capacity, or inappropriate activity. Fidelity also reserves the right to restrict your 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.**

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## Indemnification

You agree to indemnify us from, and hold us harmless for, any losses (as defined in "Limits to Our Responsibility") resulting from your actions or failures to act, whether intentional or not, including losses resulting from actions taken by third parties.

If you use any third-party services or devices in connection with your account (such as Internet service or wireless devices), all service agreements and payments for these are your responsibility. Rates and terms are set by the service providers and are not Fidelity's responsibility.

Note that beyond taking reasonable steps to verify the authenticity of instructions, we have no obligation to inquire into the purpose, wisdom, or propriety of any instruction we receive.

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## Terms Concerning This Agreement

### Applicability

This Agreement is the only agreement between you and us concerning its subject matter, and covers all accounts that you, at whatever time, open, reopen, or have opened with us. In addition, if you have already entered into any agreements concerning services or features that relate to this account (such as the usage agreement or Terms of Use for Fidelity.com, accessible on the footer on Fidelity.com), or if you do so in the future, this Agreement incorporates by reference the terms, conditions, and policies of those agreements. In the case of any conflict between this Agreement and an agreement for a particular service or feature, the service or feature agreement will prevail.

### Governing Laws and Policies

**This Agreement and its enforcement are governed by the laws of the Commonwealth of Massachusetts, except with respect to its conflicts-of-law provisions.**

All transactions through Fidelity are subject to the rules and customs of the marketplace where they are executed, as well as to applicable state and federal laws. In addition, the services below are subject to the following laws and policies:

- Securities trades: any Fidelity trading policies and limitations that are in effect at the time
- Online services: the license or usage terms posted online
- Checkwriting: the applicable provisions of the Uniform Commercial Code and the terms governing the service

### Modification and Enforcement

We may amend or terminate this Agreement at any time. This may include changing, dropping, or adding fees and policies; changing features and services or the entities that provide them (such as the bank that provides checkwriting); and limiting the usage or availability of any feature or service, within the limits of applicable laws and regulations. Although it is our policy to send notice to account owners of any material changes, we are not obligated to do so in most cases. Apart from changes originating in these ways, no provision of this Agreement can be amended or waived except in writing by an authorized representative of Fidelity.

Fidelity may transfer its interests in this account or Agreement to any of its successors and assigns, whether by merger, consolidation, or otherwise. You may not transfer your interests in your account or Agreement (including de facto transfer by giving a nonowner access to the account using a password) except with the prior written approval of Fidelity, or through inheritance, divorce, or similar circumstance, as allowed by law, in which

case any rights and obligations in existence at the time will accrue to, and be binding on, your heirs, executors, administrators, successors, or assigns.

We may enforce this Agreement against any and all account owners. In addition, any securities exchanges or associations that provide information to you through your account may enforce the terms of this Agreement directly against you. Although we may not always enforce certain provisions of this Agreement, we retain our full right to do so at any time.

If any provision of this Agreement is found to be in conflict with applicable laws, rules, or regulations, either present or future, that provision will be enforced to the maximum extent allowable, or made to conform, as the case may be. However, the remainder of this Agreement will remain fully in effect.

Fidelity may use the electronically stored copy of your (or your agent's) signature, any written instructions or authorization, the account application and this Agreement as the true, complete, valid, authentic, and enforceable record, admissible in judicial, administrative, or arbitration proceedings to the same extent as if the documents and records were originally generated and maintained in printed form. You agree to not contest the admissibility or enforceability of the electronically stored copies of such documents in any proceeding between you and Fidelity.

## Disclosures

### Consumer Reporting Agencies

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

We may also provide information about you and your account as well as the activity in your account to one or more consumer reporting agencies. If you believe that information Fidelity has provided about you or your account or the activity in your account is not accurate, you may notify us at:

Fidelity Investments  
Attn: Customer Data Disputes  
PO Box 770001  
Cincinnati, OH 45277-0045

In order for us to investigate any dispute that you may submit to us with respect to information that we have provided, please provide us with the following information:

- (1) Your name, address, and account number;
- (2) An identification of the specific information that you believe is not accurate; and
- (3) An explanation of the basis for your dispute.

### Service Providers

Retirement brokerage services are provided by NFS, an affiliate of FBS. Bonds may be traded through NFS (which may choose to act as principal or agent) or through external dealers. Services available through this account are the property of Fidelity or the third parties from which Fidelity has obtained rights. Market data provided by national securities exchanges or associations remain the property of those entities.

### Routing of Orders

FBS routes most customer orders to its affiliated broker-dealer, NFS, which in turn sends orders to various exchanges or market centers for execution. In deciding where to send an order, NFS looks at a number of factors, such as size of order, trading characteristics of the security, favorable execution prices (including the opportunity for price improvement), access to reliable market data, availability of efficient automated transaction processing, and execution cost. Some market centers may execute orders at prices superior to publicly quoted market prices. Although you can instruct us to send an order to a particular marketplace, our order-routing policies are designed to result in transaction processing that is favorable for you. NFS reserves the right to wait for the primary exchange to open before commencing trading in a particular security.



## Conflicts of Interest and Compensation

Fidelity and its affiliates receive fees for providing certain products and services. Below is a partial list of affiliates, and the services they are paid for:

- Fidelity Management & Research Company—fee for serving as an investment adviser to the Fidelity funds.
- FBS, NFS, or their affiliates may receive compensation in connection with the purchase and/or ongoing maintenance of positions in certain mutual funds in your account. FBS, NFS, or their affiliates may also receive compensation for such things as systems development necessary to establish a fund on their systems, a fund's attendance at events for FBS' clients, and/or representatives and opportunities for the fund to promote its products and services. This compensation may take the form of sales loads and 12b-1 fees described in the prospectus; marketing, engagement, and analytics program participation fees; maintenance fees; start-up fees; and platform support paid by the fund, its investment advisor, or an affiliate.
- FBS and/or NFS receives remuneration, compensation, or other consideration (such as financial credits or reciprocal business) for directing orders in certain securities to particular broker-dealers or market centers for execution. Information about the source(s) and amount(s) of compensation as well as other remuneration received by FBS and/or NFS and other affiliates is also more fully described in the FBS Form CRS and the Products, Services, and Conflicts of Interest disclosure document, available online at [Fidelity.com/Reg-BI-Master-Disclosure](https://www.fidelity.com/Reg-BI-Master-Disclosure) and information about the foregoing is also available upon written request.

## Warranty Disclaimer

**Neither we nor any third party makes any representations or warranties express or implied, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose in respect of any services provided in connection with this account, or any information programs or products obtained from, through, or in connection with these services. In no event will we or any third party be liable for direct, indirect, incidental, or consequential damages resulting from any defect in or use of these services.**

## Money Market Fund Investments

***You could lose money by investing in a money market fund. Although the fund seeks to preserve the value of your 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. Fidelity Investments and its affiliates, the fund's sponsor, is not required to reimburse money market funds for losses, and you 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 your shares.

## Texas House Bill 1454 "Designated Representative"

For Texas residents (or those using a Texas address as a legal address), under Texas House Bill 1454 Act No. 350, you, as an account owner of shares of a mutual fund, may designate a representative for the purpose of receiving a due diligence notice; however, you are not required to designate a representative. If you add a designated representative, you acknowledge that:

- Fidelity is required to mail written notice to the representative, in addition to mailing the notice to the owner, upon presumption of abandonment of the account.
- The designated representative does not have any rights to the mutual fund shares and may not access the shares.

The process by which you select a designated representative is done through a written form, which may be accessed online or requested by phone.

## Wisconsin Marital Property Act

Married Wisconsin residents should be aware that no provision of any marital property agreement, unilateral agreement, or court decree under Wisconsin's Marital Property Act will adversely affect a creditor's interest unless, prior to the time credit is granted, the creditor is furnished a copy of, or given complete information about, that agreement or decree.

## Residing Outside the United States

If we determine that you reside outside the United States, you will be subject to certain limitations. While we generally make this determination by looking at the address information on our books and records (including the addresses maintained by the account owner and certain individuals with control over the account), we reserve the right to consider other information when making this determination and/or subjecting you to these limitations.

Generally speaking, regardless of where you reside, you will be subject to certain limitations. These include, but are not limited to, the following: (i) we will provide you with only ministerial or administrative services, which means that, among other things, our representatives will not engage in discussions with you about such topics as asset allocation, income planning, or portfolio composition; and (ii) you will not be permitted to purchase additional shares of any U.S. mutual fund (except pursuant to a dividend reinvestment program or in other limited circumstances), which among other things will affect the operation of your core account (please refer to the Core Account section of this Agreement for further details).

In addition to the foregoing, depending on where you reside, you may be subject to additional restrictions (for example, margin lending or options trading may not be permitted) up to and including restrictions that will prevent you from making additional deposits or purchasing additional securities positions (i.e., you will be prohibited from doing anything in your account other than selling your existing holdings and withdrawing the proceeds).

Notwithstanding the above, special rules govern your relationship with us if you live in Canada. Because of this, and because every situation is unique, you should contact Fidelity if you have questions about how you may be affected.

If you notify us that you do not reside outside the U.S., these limitations may be lifted.

## Unclaimed Property

Your account balance and certain uncashed checks issued from your account may be transferred to a state unclaimed property administrator if no activity occurs in the account or the check remains outstanding within the time period specified by the applicable state law.

## Redemption Features/Callable Securities Lottery

Certain debt securities may have redemption features in addition to those disclosed on the trade confirmation including, for example, special mandatory redemption features such as sinking funds provisions. It is the customer's obligation to review all disclosure documents the customer may receive, and to understand the risks of calls or early redemptions, which may affect yield. Issuers may, from time to time, publish notices of offers to redeem callable securities within limited time, price, and tender parameters. NFS is not obligated to notify customers of such published calls. Information about whether a municipal security is callable can be accessed via the Municipal Securities Rulemaking Board's Electronic Municipal Market Access ("EMMA") website ([www.emma.msrb.org](http://www.emma.msrb.org)).

When street name or bearer securities held for you are subject to a partial call or partial redemption by the issuer, NFS may or may not receive an allocation of called/redeemed securities by the issuer, transfer agent, and/or depository. If NFS is allocated a portion of the called/redeemed securities, NFS utilizes an impartial lottery allocation system, in accordance with applicable rules, that randomly selects the securities within customer accounts that will be called/redeemed. NFS's allocations are not made on

a pro rata basis and it is possible for you to receive a full or partial allocation, or no allocation. You have the right to withdraw uncalled fully paid securities at any time prior to the cutoff date and time established by the issuer, transfer agent, and/or depository with respect to the partial call, and also to withdraw excess margin securities, provided your account is not subject to restriction under the Federal Reserve's Regulation T or such withdrawal will not cause an undermargined condition. If you have bought or sold a security, and prior to the settlement of your trade, the issuer initiates a call of the security, NFS reserves the right to cancel your trade. Customers are responsible for covering any outstanding short positions, as well as any other resulting costs in their account, that result from the lottery. For more information and an example of the impartial lottery process, please go to: [http://personal.fidelity.com/products/fixedincome/FI\\_Common\\_Risk.shtml](http://personal.fidelity.com/products/fixedincome/FI_Common_Risk.shtml).

## FINRA BrokerCheck

As part of the Financial Industry Regulatory Authority (FINRA) BrokerCheck program, you have access to the FINRA BrokerCheck hotline at 800-289-9999 and the FINRA website at [finra.org](http://finra.org). You can call or email your inquiries and request a brochure that includes information detailing the BrokerCheck program.

## MSRB Investor Brochure

Fidelity Brokerage Services LLC is registered with the U.S. Securities and Exchange Commission (SEC) and the Municipal Securities Rulemaking Board (MSRB). An investor brochure may be obtained at [msrb.org](http://msrb.org) that describes the protections that may be provided by the MSRB and how to file a complaint with an appropriate regulatory authority.

## Resolving Disputes — Arbitration

This Agreement contains a predispute arbitration clause. Under this clause, which you agree to when you sign your account application, you and Fidelity 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 may 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 you and us concerning any subject matter, issue, or circumstance whatsoever (including, but not limited to, controversies concerning any account, order, distribution, rollover, advice interaction, or transaction, or the continuation, performance, interpretation, or breach of this or any other agreement between you and us, whether entered into or arising before, on, or after the date this account is opened) shall be determined by arbitration through the Financial Industry Regulatory Authority (FINRA) or any United States securities self-regulatory organization or United States securities exchange of which the person, entity, or entities against whom the claim is made is a member, as you may designate. If you commence arbitration through a United States self-regulatory organization or United States securities exchange and the rules of that organization or exchange fail to be applied for any reason, then you shall commence arbitration with any other United States securities self-**

**regulatory organization or United States securities exchange of which the person, entity, or entities against whom the claim is made is a member. If you do not notify us in writing of your designation within five (5) days after such failure or after you receive from us a written demand for arbitration, then you authorize us to make such designation on your behalf. The commencement of arbitration through a particular self-regulatory organization or securities exchange is not integral to the underlying agreement to arbitrate. You understand that judgment upon any arbitration award may be entered in any court of competent jurisdiction.**

**No person shall bring a putative or certified class action to arbitration, nor seek to enforce any predispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class action who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; (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.**



**Fiduciary Adviser Disclosure**  
**Investment Advice Services for Fidelity Workplace Savings Plan Accounts, Individual Retirement Accounts, and Health Savings Accounts**

**Fidelity's Investment Advice Services**

Fidelity Brokerage Services LLC ("Fidelity") may provide you with investment assistance both online and through its representatives for your employer-sponsored workplace retirement plan account ("workplace plan"), Health Savings Accounts ("HSAs"), and Individual Retirement Accounts ("IRAs"). Online investment advice may be provided to you through the Investment Strategy Tool for workplace plans and IRAs and through the HSA Investment Tool for HSAs (collectively, "Advice Tools"). These tools may be accessed through the Planning & Guidance Center on Netbenefits.com and Fidelity.com. Note that Fidelity representatives may also use these tools to recommend model portfolios, managed accounts, target date funds, and target allocation funds for these accounts over the phone or in person.

**Fiduciary Status and Compliance**

When we provide investment advice to you regarding your workplace plan, IRA, or HSA within the meaning of Title I of the Employee Retirement Income Security Act and/or the Internal Revenue Code, as applicable, we are a fiduciary within the meaning of these laws governing retirement accounts. Fidelity has elected to be treated as the only fiduciary and fiduciary adviser with respect to the Advice Tools and the computer model in the tool.

With respect to online advice provided through the Advice Tools as provided herein Fidelity intends to comply with the computer model exemption for investment advice under Section 408(b)(14) and 408(g) of ERISA and Labor Department regulation Section 2550.408g-1 and applicable provisions under the Internal Revenue Code. The advice arrangement will be audited annually by an independent auditor for compliance with applicable requirements. The auditor will furnish a copy of its findings within 60 days of its completion of the audit to the authorizing fiduciary of your workplace plan. A copy of the auditor's findings will be made available for your workplace HSA account on Fidelity's web site at <https://nb.fidelity.com/public/nb/default/home?option=hsainvesting> and for your IRA on Fidelity's website at [Fidelity.com/PR-Audit](https://www.fidelity.com/PR-Audit) and for your HSA on Fidelity's web site at [Fidelity.com/HSA-Audit](https://www.fidelity.com/HSA-Audit) within 30 days following receipt of the report from the auditor.

**Non-fiduciary Investment Education and Assistance**

Certain investment assistance we provide may not be subject to the investment advice rules under ERISA and the Internal Revenue Code. When we provide this type of assistance, we provide it for educational purposes and it should not be relied on as a primary basis for your investment decisions. This type of assistance includes:

- Self-directed, or unsolicited, transactions or trades;
- General descriptions, information and education about our products and services or with respect to plan distribution or rollover decisions;
- Communications that are not an individualized/personalized suggestion for you to take a particular course of action with respect to your retirement assets;
- Assistance for workplace plans that are not subject to Title I of ERISA;
- Recommendations with respect to accounts other than accounts that you maintain with Fidelity; or
- Any communications that are not fiduciary investment advice (as defined by ERISA or the Code).

## Conflicts of Interest and Compensation

Fidelity and its affiliates (“the Fidelity Companies”) and parties with whom Fidelity has a material financial relationship provide a range of services to your workplace plan, IRA, or HSA for which they may receive compensation. These services include investment management, transfer agent, brokerage, custodial, recordkeeping, and shareholder services for some or all the investment funds available under the plan or within the IRA or HSA. Because we offer a variety of products and services to you, conflicts of interest arise. The products and services we offer have different costs to you and different levels of compensation earned by us, our affiliates, and our representatives.

Fidelity does not charge a separate fee for the investment advice it provides. However, Fidelity Companies generally receive compensation based on the investments you select. When Fidelity recommends an investment fund or managed account of one of the Fidelity Companies and you follow that recommendation, a Fidelity Company will receive compensation from the fund or managed account based on the amount you invest. The amount received will vary depending on the particular fund or managed account. Information on the fees, and any other charges of each Fidelity fund or managed account, is available for you to review through [NetBenefits.com](https://www.netbenefits.com) or [Fidelity.com](https://www.fidelity.com).

Fidelity Companies may also receive compensation from nonaffiliated funds when you choose these funds as a result of Fidelity’s recommendations. The amount of this compensation varies depending on the particular fund but typically ranges from zero to one-half of one percent per year (0% to 0.5%) based on the average daily balance invested in the fund.

In some instances, Fidelity Companies do not receive compensation based on the investments you select. For example, certain nonaffiliated investments may not compensate Fidelity Companies. In addition, the Fidelity Companies may provide a credit to a workplace plan, equal to all or a portion of the compensation received from plan investments reducing the amount of compensation received by the Fidelity Companies.

FBS and its representatives will only recommend no-transaction-fee funds, and do not make recommendations regarding transaction fee or load funds or consider them when making recommendations to you. Please see the document **“Fidelity Brokerage Services LLC Products, Services, and Conflicts of Interest”** for more information about how Fidelity makes recommendations and conflicts of interest.

Nonaffiliated funds recommended for your HSA are selected from a limited universe of third-party fund companies. For HSAs, the only third-party fund companies whose funds were eligible for inclusion in this limited universe are companies that participate in a marketing, engagement, and analytics program with Fidelity for which they pay a flat annual fee. Please see the HSA Investment Review Methodology document to learn about the process Fidelity used when selecting among the universe of funds.

You should carefully consider the impact of any fees and compensation when evaluating investment advice that Fidelity, or any financial adviser, provides to you and before you make any investment decision.

You may choose to work with an investment adviser other than Fidelity that could have no material affiliation with and receive no fees or other compensation in connection with the investments offered in your plan, IRA or HSA; however, other fees may apply.

Please see the Planning & Guidance Center Investment Strategy Methodology or the HSA Investment Review Methodology document to learn about your planning session.

#### Investment Returns

Information on past performance and historical rates of return of all investment options available within your plan, IRA or HSA may be found through NetBenefits.com and Fidelity.com.

#### Protection of Personal Information

Fidelity is committed to maintaining the confidentiality, integrity, and security of your personal information. Please refer to the Fidelity Investments Privacy Policy found through NetBenefits.com or Fidelity.com for information about how your personal information will be collected, used or shared, and protected.

This document does not relate to any account other than a workplace savings plan, Fidelity IRA or HSA as defined above.

For questions or more information on details provided in this notice related to your workplace plan call 800-420-2363 and for your IRA call 800-343-3548 or HSA please call 866-402-7621.



# PRODUCTS, SERVICES, AND CONFLICTS OF INTEREST

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

### Introduction

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

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

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

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

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

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

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

## How We Recommend Investments

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

## Retirement and Other Tax-Advantaged Accounts

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

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

Under these special rules, we must:

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

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

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

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

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

## Rollovers from an Employer-Sponsored Retirement Plan

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

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

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

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

### **Conflicts of Interest**

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

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

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

### **How We Pay Our Representatives**

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

### **Investment Products and Services Offered by FBS**

#### **General Investment Risks**

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

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

### **Fees and Charges**

Details regarding the fees, charges, and commissions and/or markups associated with the investment products and services described below are available at [Fidelity.com/information](https://www.fidelity.com/information).

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

### **Available Securities**

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

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

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

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

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

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

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

### **Exchange-Traded Products (ETPs)**

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

Generally, FBS does not charge a commission or other transaction fee for ETPs purchased online but will charge you a transaction fee if purchased through an FBS Representative. You will pay a fee on the sale of any ETP, which will be identified in a transaction confirmation sent to you.

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

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

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

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

### **Insurance and Annuities**

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

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

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

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

### **Mutual Funds**

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

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

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

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

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

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



## **Private Funds and Alternative Investments**

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

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

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

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

## **Stocks and Options**

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

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

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

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

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

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

## **Additional FBS Account Services, Features, and Types**

### **Checkwriting Services**

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

### **Credit and Debit Cards**

#### **Credit Cards**

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

#### **Debit Cards**

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

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

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

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

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

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

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

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

### **Fully Paid Lending Program**

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

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

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

### **Health Savings Account (HSA)**

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

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

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

### **IRAs and Other Retirement Accounts**

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

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

### **Margin**

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

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

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

### **Sweep Options**

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

### **Third-Party Lending Solutions**

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

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

### **Accounts Offered by Affiliates of FBS Charitable Giving**

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

Certain FBS Representatives are compensated for referrals to Fidelity Charitable.

### **Investment Advisory Services**

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

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

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

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

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

### **Workplace Services**

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

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

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

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

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

### **Third-Party Services through Marketplace Solutions and Other Programs**

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

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

### **Additional Conflicts of Interest**

#### **Agreements and Incentives with Intermediaries**

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

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

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

#### **Order Routing and Principal Trading by FBS Affiliates**

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

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

For more information, including copies of any document referenced, please go to [Fidelity.com/information](https://www.fidelity.com/information) or contact your FBS Representative.



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

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## How Fidelity Brokerage Services LLC (“FBS”) Can Help You with Your Retirement Accounts

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

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

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

## Important Information about Your Choices after Leaving Your Employer

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

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

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

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

## Factors to Consider

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

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

- **Institutional (lower cost) funds/share classes** or **stable value funds** not available outside your plan.
- **Low-cost managed account options** or a **self-directed brokerage account** with an array of investment options. (Compare whether a self-directed brokerage account would charge the same fees and commissions as charged in an IRA.)
- **Institutional or group annuities** issued by insurance companies not available outside your Workplace Savings Plan Account. Note that annuities are insurance products, and any income guarantees depend on the annuity provider's financial strength and ability to pay.
- If you have **appreciated employer stock** in your Workplace Savings Plan Account, there are special issues that you should consider. On the one hand, excessive concentrations in a particular investment, including employer stock, may be risky. On the other hand, transferring or rolling over employer stock to an IRA as opposed to making an in-kind transfer to a non-retirement account, can result in unfavorable tax consequences. Consult your tax advisor for details.
- **Special benefits:** If continued participation in your plan provides you with special benefits **such as supplemental healthcare or housing allowances**, that factor would align with retaining assets in your current Workplace Savings Plan Account.
- **Plan loans:** If you are paying back a plan loan or need future loans, check your plan's loan rules before deciding what to do with your Workplace Savings Plan Account. Loans are not available from, and cannot be rolled over to, IRAs.
- **An IRA** may provide features and investment options not available for a Workplace Savings Plan Account. IRAs from different providers may have different services and investment options. If the investment options and services available for your Workplace Savings Plan Account do not offer what you need, you may want to consider the options and services available in an IRA, which may include:
  - **Broader investment options:** An IRA may provide a broader range of investment options than may be available for your Workplace Savings Plan Account. For example, an IRA may offer the ability to invest in individual stocks and bonds or a range of managed account offerings.
  - **Consolidation:** You may be able to consolidate several Workplace Savings Plan Accounts into an IRA.
  - **Services:** If you invest through an IRA, you may have access to a range of services and support not available for your Workplace Savings Plan Accounts, including access to various forms of assistance in planning for your retirement and other financial goals.
  - **Special rules for early withdrawals from an IRA:** If you are under age 59½ and you want to take distributions to cover a first-time home purchase, educational expenses, or health insurance when you are unemployed, you can take certain withdrawals (for a home purchase up to \$10,000 for individuals/\$20,000 for married couples) from your IRA and avoid the early withdrawal penalty. You may also want to consult your tax advisor about your situation, as taxes still apply.
- **Rolling over to another Workplace Savings Plan Account**, if available, also lets you consolidate your existing and new Workplace Savings Plan Accounts into one plan while continuing tax-deferred growth potential. Investment options vary by plan. Check the rules applicable to your current employer's plan to see if you can roll over from another Workplace Savings Plan Account into that plan.

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

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

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

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

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

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

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

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

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

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

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

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

**Best Interest Rationale for Certain Investment Recommendations**

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

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

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




Scan for more information.



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<b>FACTS</b>	<b>What do Fidelity Investments and the Fidelity Funds do with your personal information?</b> 	
<b>WHY?</b>	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.	
<b>WHAT?</b>	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> <li>■ Social Security number and employment information</li> <li>■ assets and income</li> <li>■ account balances and transaction history</li> </ul> When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.	
<b>HOW?</b>	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.	
<b>REASONS WE CAN SHARE YOUR PERSONAL INFORMATION</b>	<b>DOES FIDELITY SHARE?</b>	<b>CAN YOU LIMIT THIS SHARING?</b>
<b>For our everyday business purposes</b> — such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes</b> — to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences	Yes	No
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness	No	We don't share
<b>For nonaffiliates to market to you</b>	No	We don't share
<b>QUESTIONS?</b>	Call 800-544-6666. 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.	



<b>WHO WE ARE</b>	
<b>Who is providing this notice?</b>	Companies owned by Fidelity Investments using the Fidelity name to provide financial services to customers, and the Fidelity Funds. A list of companies is located at the end of this notice.
<b>WHAT WE DO</b>	
<b>How does Fidelity protect my personal information?</b>	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.
<b>How does Fidelity collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>■ open an account or direct us to buy/sell your securities</li> <li>■ provide account information or give us your contact information</li> <li>■ tell us about your investment portfolio</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>■ sharing for affiliates' everyday business purposes—information about your creditworthiness</li> <li>■ affiliates from using certain information to market to you</li> <li>■ sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>
<b>DEFINITIONS</b>	
<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>■ Fidelity Investments affiliates include companies with the Fidelity name (excluding the Fidelity Funds), as listed below, and other financial companies such as National Financial Services LLC, Strategic Advisers LLC, and FIAM LLC.</li> </ul>
<b>Nonaffiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>■ Fidelity does not share with nonaffiliates so they can market to you.</li> </ul>
<b>Joint marketing</b>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>■ Fidelity doesn't jointly market.</li> </ul>
<b>OTHER IMPORTANT INFORMATION</b>	
<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. For additional information, please visit <a href="https://www.fidelity.com/privacy">Fidelity.com/privacy</a>.</p>	
<b>WHO IS PROVIDING THIS NOTICE?</b>	
<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; National Financial Services LLC and Strategic Advisers.</p> <p>The FIAM privately offered funds, which include funds advised by FIAM LLC and under general partner/managing member FIAM Institutional Funds Manager, LLC.</p>	



## NOTICE OF BUSINESS CONTINUITY

Fidelity is committed to providing continuous customer service and support; however, we recognize that there are potential risks that could disrupt our ability to serve you. We are confident that we have taken the necessary steps that will allow us to reduce or eliminate the impact of a business disruption.

Fidelity recognizes the responsibility we have to our customers. We have implemented a business continuity management program with a strong governance model and commitment from senior management. Our continuity program's primary objectives are to meet the needs of our customers, maintain the wellbeing and safety of our employees, and meet our regulatory obligations. The planning process is risk based and involves the understanding and prioritization of critical operations across the firm, the anticipation of probable threats, and the proactive development of strategies to mitigate the impact of those events.

Our continuity planning teams work closely with local governments and officials in the event of an outage impacting our operations. Additionally, Fidelity has identified three large scale scenarios that require particular focus: pandemics, events impacting stock and bond market operations, and cyber events. Detailed response plans have been developed and cross-discipline teams have been trained to address both day-to-day disruptions as well as these specific events.

Each Fidelity department 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. Critical business groups operate from multiple sites. 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 Fidelity's continuity and technology recovery planning include:

- Alternate physical locations and preparedness
- Alternative means to communicate with our customers
- Back-up telecommunications and systems
- Employee safety programs

Plans are tested regularly to ensure they are effective should an actual event occur. Fidelity's Business Continuity Plans are reviewed no less than annually to ensure the appropriate updates are made to account for operations, technology, and regulatory changes. Material changes will be reflected in an updated "Notice of Business Continuity Plan." You may obtain a copy of this notice at any time by contacting a Fidelity Representative.

# Brokerage Commission and Fee Schedule

## FEES AND COMPENSATION

Fidelity brokerage accounts are highly flexible, and our cost structure is flexible as well. Our use of "à la carte" pricing for many features helps to ensure that you only pay for the features you use.

### About Our Commissions and Fees

The most economical way to place trades is online, meaning either through Fidelity.com, Fidelity Active Trader Pro®, or Fidelity Mobile®. The next most economical way is Fidelity Automated Service Telephone (FAST®). This automated service is available around the clock and can be accessed from a touch-tone phone.

The fees described in this document apply to the Fidelity Account®, Non-Prototype Retirement Accounts, Health Savings Accounts (HSAs), and Fidelity Retirement Accounts (including Traditional, Roth, Rollover, SEP-IRA, SIMPLE IRAs, and Fidelity Retirement Plans (Keogh and SE 401(k)), and inherited IRAs and inherited Keogh accounts). Note that for Stock Plan Services Accounts, a different fee schedule located on NetBenefits.com may apply for Exercise-and-Sell Fees for Stock Option Plans and Sale of Company Stock. This Fidelity Brokerage Commission and Fee Schedule applies to all other transactions. The fees described in this document may change from time to time without notice. Before placing a trade, consider Fidelity's most recent Brokerage Commission and Fee Schedule, available at Fidelity.com or through a Fidelity representative.

### STOCKS/ETFs

Online **\$0.00 per trade**  
FAST® **\$12.95 per trade**  
Rep-Assisted **\$32.95 per trade**

*The remuneration that Fidelity receives and keeps as described in this section applies to transactions and activities involving securities including, but not limited to, domestic (U.S.) equities traded on national exchanges, short sales, exchange-traded funds (ETFs), and U.S.-traded foreign securities (ADRs, or American Depositary Receipts, and ORDs, or Ordinaries).<sup>1</sup> For details on foreign stock trading, see the Foreign Stocks section. Large block orders requiring special handling, restricted stock orders, and certain directed orders may carry additional fees, which will be disclosed at the time of the transaction.*

*In addition to the per trade charges identified above, Fidelity's remuneration also includes a fee that is charged on all sell orders ("Additional Assessment"). The Additional Assessment, which typically ranges from \$0.01 to \$0.03 per \$1,000 of principal, is charged by Fidelity. Fidelity uses the Additional Assessment to pay certain charges imposed on Fidelity by national securities associations, clearing agencies, national securities exchanges, and other self-regulatory organizations (collectively, "SROs"). The SROs in turn pay the SEC using the money they collect from Fidelity and other broker-dealers. The Additional Assessment that Fidelity charges you is designed to offset the charges imposed on Fidelity by the SROs, which in turn are intended to cover the costs incurred by the government, including the SEC, for supervising and regulating the securities markets and securities professionals. You acknowledge, understand, and agree that Fidelity determines the amount of the Additional Assessment in its sole and exclusive discretion, and that the Additional Assessment may differ from or exceed the charges imposed on Fidelity by the SROs. These differences are caused by various factors, including, among other things, the rounding methodology used by Fidelity, the use of allocation accounts, transactions or settlement movements for which a fee by the SROs may not be assessed, and differences between the dates of changes to rates charged by the SROs. You understand, acknowledge, and agree that Fidelity has made no representation that the Additional Assessment charged to you will equal the fees assessed against Fidelity by the SROs in connection with your transactions. The Additional Assessment is in addition to the commissions we charge (i.e., the per trade charges identified above), and is included on your trade confirmation as a part of the Activity Assessment Fee. For the exact amount of the Additional Assessment charged on a particular transaction, please contact a Fidelity representative.*

*Fidelity Brokerage Services LLC ("FBS") and/or NFS receives remuneration, compensation, or other consideration (such as financial credits or reciprocal business) for directing orders in certain securities to particular broker-dealers or market centers for execution. The payer, source, and nature of any compensation received in connection with your particular transaction will vary based on the venue that a trade has been routed to for execution and will*

*be disclosed upon written request to FBS. Please refer to Fidelity's customer agreement for additional information about order flow practices and to Fidelity's commitment to execution quality ([http://personal.fidelity.com/products/trading/Fidelity\\_Services/Service\\_Commitment.shtml](http://personal.fidelity.com/products/trading/Fidelity_Services/Service_Commitment.shtml)) for additional information about order routing. Also review FBS's annual disclosure on payment for order flow policies and order routing policies.*

*FBS has entered into a long-term, exclusive and significant arrangement with the advisor to the iShares Funds that includes but is not limited to FBS's promotion of iShares funds, as well as in some cases purchase of certain iShares funds at a reduced commission rate ("Marketing Program"). FBS receives compensation from the fund's advisor or its affiliates in connection with the Marketing Program. FBS is entitled to receive additional payments during or after termination of the Marketing Program based upon a number of criteria, including the overall success of the Marketing Program. The Marketing Program creates significant incentives for FBS to encourage customers to buy iShares funds. Additional information about the sources, amounts, and terms of compensation is described in the ETF's prospectus and related documents.*

*Certain ETF sponsors pay an asset-based fee in support of their ETFs on Fidelity's platform that supports services including related shareholder support services, the provision of calculation and analytical tools, as well as general investment research and education materials regarding ETFs. Fidelity does not receive payment from these ETF sponsors to promote any particular ETF to its customers, and these ETF shares are not marginable for 30 days after purchase. Customers purchasing shares in a limited number of ETFs that are not supported by their providers will be subject to a \$100 service fee.*

### NEW ISSUE

Fidelity makes certain new issue products available without a separate transaction fee. Fidelity may receive compensation for participating in the offering as a selling group member or underwriter. The compensation Fidelity receives from issuers when acting as both underwriter and selling group member is reflected in the "Range of Fees from Underwriting" column. When Fidelity acts as underwriter but securities are sold through other selling group members, Fidelity receives the underwriting fees less the selling group fees.

Securities	Range of Fees from Participation in Selling Group	Range of Fees from Underwriting
IPOs	• 3% to 4.2% of the investment amount	• 5% to 7% of the investment amount
Follow-Ons	• 1.8% to 2.4% of the investment amount	• 3% to 4% of the investment amount

Please refer to the applicable pricing supplement or other offering document for the exact percentage sales concession or underwriting discount.

### OPTIONS

Online **\$0.00 per trade** + 65¢ per contract  
FAST® **\$12.95 per trade** + 65¢ per contract  
Rep-Assisted **\$32.95 per trade** + 65¢ per contract

*Buy-to-close orders placed online for options priced 0¢ to 65¢ are commission-free and are not subject to per contract option fees. For trades placed on other channels, you will not be charged a per contract fee when the contract price is 65¢ or less. Regular option rates (as shown above) apply when the contract price exceeds 65¢.*

*Maximum charge: 5% of principal (subject to a minimum charge of \$12.95 for FAST trades and \$32.95 for Rep-Assisted trades).*

*Exercises and assignments are commission-free and are not charged a per contract fee.*

*In addition to the per trade/contract fees described above, Fidelity's remuneration also includes fees it charges you ("Options Fee") that are designed to offset the Options Regulatory Fee ("ORF") that the Options Clearing Corporation ("OCC") charges Fidelity through various options exchanges. The ORF applies to any transaction to buy or sell options contracts and represents the cumulative charges imposed by all the participating options exchanges. The ORF has ranged from \$0.02 to \$0.04 per contract but is subject to change at any time. You acknowledge, understand, and agree that Fidelity determines the amount of the Options Fee charged to you and its other customers in its sole and exclusive discretion, and that the Options Fee amount collected from you by Fidelity may differ from or exceed the ORF that Fidelity pays to OCC. These differences are caused by various factors, including, among other things, the rounding methodology used by Fidelity, the use of allocation accounts, transactions for which a fee may not be assessed, and differences between the dates of changes to the ORF rate. You understand, acknowledge, and agree that Fidelity has made no representation that the fees assessed to you will equal the fees assessed against Fidelity by the OCC in connection with your transactions. This Options Fee is in addition to your commission and is included on your trade confirmation as a part of the Activity Assessment Fee. For the exact amount of the Options Fee charged to you on a particular transaction, please contact a Fidelity representative.*

<sup>1</sup>A Financial Transaction Tax of 0.30% of principal per trade on purchases of French securities, 0.10% of principal per trade on purchases of Italian securities, and 0.20% of principal per trade on Spanish securities may be assessed.

Multi-Leg Option orders placed online are charged a per contract Options Fee for the total number of contracts executed in the trade. Multi-Leg Option orders placed through other channels are charged a commission and the 65¢ per contract fee.

An "Additional Assessment" is also charged on any order to sell options contracts. Please refer to the discussion of the "Additional Assessment" in the Stocks/ETFs section of this document for additional information.

## BONDS AND CDs

### New Issues, Primary Purchases (all other fixed-income securities except U.S. Treasury)

Fidelity makes certain new issue products available without a separate transaction fee. Fidelity may receive compensation from issuers for participating in the offering as a selling group member and/or underwriter. The compensation Fidelity receives from issuers when acting as both underwriter and selling group member is reflected in the "Range of Fees from Underwriting" column. When Fidelity acts as underwriter but securities are sold through other selling group members, Fidelity receives the underwriting fees less the selling group fees.

#### BONDS

Securities	Range of Fees from Participation in Selling Group	Range of Fees from Underwriting
Agency/GSE	N/A	• 0.05% to 1.00% of the investment amount
Corporate Notes	• 0.01% to 2.5% of the investment amount	• 0.01% to 3.0% of the investment amount
Corporate Bond	• 0.01% to 2.5% of the investment amount	• 0.05% to 3.0% of the investment amount
Municipal Bonds and Taxable Municipal Bonds	• 0.1% to 2% of the investment amount	• 0.1% to 2.5% of the investment amount
Structured Products (Registered Notes)	• 0.05% to 5.0% of the investment amount	N/A
Fixed-Rate Capital	• 2% of the investment amount	• 3% of the investment amount

Please refer to the applicable pricing supplement or other offering document for the exact percentage sales concession or underwriting discount.

#### CDs

Securities	Range of Fees from Participation in Selling Group	Range of Fees from Underwriting
CDs — CDIPs (Inflation Protected)	• 0.1% to 2% of the investment amount	• 0.1% to 2.5% of the investment amount
Structured Products (Market-linked CDs)	• 0.05% to 5% of the investment amount	N/A

### U.S. Treasury, including TIPS — Auction Purchases

Online **No charge**

Rep-Assisted **\$19.95 per trade**

#### SECONDARY MARKET TRANSACTIONS

Mark-ups for all secondary bond (fixed-income) trades are listed below.

### U.S. Treasury, including TIPS

Online **No charge**

\*Rep-Assisted **\$19.95**

### All Other Bonds

Online **\$1.00 per bond**

Rep-Assisted **\$1.00 per bond\***

\*Rep-Assisted \$19.95 minimum

Please note that a \$250 maximum applies to all trades and is reduced to a \$50 maximum for bonds maturing in one year or less.

Bond orders cannot be placed through FAST®.

The offering broker, which may be our affiliate National Financial Services ("NFS"), may separately mark up or mark down the price of the security and may realize a trading profit or loss on the transaction. If NFS is not the offering broker, Fidelity compensation is limited to the prices above.

### Foreign Fixed-Income Trading

When purchasing a foreign currency-denominated fixed-income security for settlement in USD, the following additional charges will apply:

<\$1M	0.30% of principal
\$1M–\$5M	0.20% of principal
>\$5M	negotiated rate

### Commercial Paper

Generally, our affiliate NFS will receive compensation in the form of a mark-up or mark-down when facilitating transactions in commercial paper.

## MUTUAL FUNDS

This section only describes fees associated with your account. Fees charged by a fund itself (for example, expense ratios, redemption fees [if any], exchange fees [if any], sales charges [for certain load funds]) are in the fund's prospectus. Read it carefully before you invest.

### Fidelity Funds

All Methods **No transaction fee**

### FundsNetwork Funds

Through FundsNetwork®, your account provides access to over 10,000 mutual funds. At the time you purchase shares of funds, those shares will be assigned either a transaction fee (TF), a no transaction fee (NTF) or a load status. When you subsequently sell those shares, any applicable fees will be assessed based on the status assigned to the shares at the time of purchase.

Fidelity Brokerage Services LLC, or its affiliates, may receive compensation in connection with the purchase and/or the ongoing maintenance of positions in certain mutual funds in your account. FBS may also receive compensation for such things as systems development necessary to establish a fund on its systems, a fund's attendance at events for FBS's clients and/or representatives, and opportunities for the fund to promote its products and services. This compensation may take the form of sales loads and 12b-1 fees described in the prospectus; marketing, engagement, and analytics program participation fees; maintenance fees; start-up fees; and platform support paid by the fund, its investment advisor, or an affiliate.

### FundsNetwork No Transaction Fee Funds.

All Methods **No transaction fee\* Most NTF Funds will have no load. Certain NTF Funds will be available load waived.**

### Short-term Trading Fees

Fidelity charges a short-term trading fee each time you sell or exchange shares of a FundsNetwork NTF fund held less than 60 days. This fee does not apply to Fidelity funds, money market funds, FundsNetwork Transaction Fee funds, FundsNetwork load funds, funds redeemed through the Personal Withdrawal Service, or shares purchased through dividend reinvestment. In addition, Fidelity reserves the right to exempt other funds from this fee, such as funds designed to achieve their stated objective on a short-term basis. The fee will be based on the following fee schedule:

Online **\$49.95 flat fee**

Fidelity Automated Service Telephone (FAST®): **0.5625% of principal** (25% off representative-assisted rates), maximum \$187.50, minimum \$75

Rep-Assisted: **0.75% of principal**, maximum \$250, minimum \$100

Keep in mind that the short-term trading fee charged by Fidelity on FundsNetwork NTF funds is different and separate from a short-term redemption fee assessed by the fund itself. Not all funds have short-term redemption fees, so please review the fund's prospectus to learn more about a potential short-term redemption fee charged by a particular fund.

\*Fidelity reserves the right to change the funds available without transaction fees and reinstate the fees on any funds.

### FundsNetwork Transaction-Fee Funds

#### Purchases:

Online: **\$49.95 or \$100 per purchase**. To identify any applicable transaction fees associated with the purchase of a given fund, please refer to the "Fees and Distributions" tab on the individual fund page on Fidelity.com.

FAST®: **0.5625% of principal per purchase**; minimum \$75, maximum \$187.50



Rep-Assisted: **0.75% of principal per purchase**; minimum \$100, maximum \$250

These fees may be waived for certain types of periodic investment accounts.

#### Redemptions:

Fidelity does not charge a transaction fee on any redemption of shares of a transaction-fee fund that were purchased with no load. A fund's own redemption fees may apply.

You can buy shares in a transaction-fee fund from its principal underwriter or distributor without a Fidelity transaction fee.

#### FundsNetwork Load Funds

**A fund's sales charges may apply.** Fidelity does not charge a transaction fee on a load fund. A fund's own redemption fees may apply.

## FOREIGN STOCKS

Fidelity offers three different opportunities to trade foreign stocks. You can utilize "International Trading," "Dollarized International Trading," or Fidelity's "Foreign Ordinary Share Trading" services. Depending on the service, different commissions, taxes, and fees may apply as more fully described below. You may also call a Fidelity representative for further details. The International Trading team at Fidelity is available Monday through Friday, from 5 a.m.–7 p.m. ET.

### International Trading

*International Trading* allows customers to trade stocks from 25 countries and exchange between 16 currencies. These trades are placed using a root symbol, followed by a colon (:), and the two-letter country code for the market the customer wants to trade in. The commission charged by Fidelity is dependent on the market in which the order is placed and whether the trade is placed online or with the assistance of a representative as noted in the table below.

Country	Online*	Rep Assisted*
Australia	\$32 AUD	\$70 AUD
Austria	19 EUR(€)	50 EUR(€)
Belgium	19 EUR(€)	50 EUR(€)
Canada	\$19 CAD	\$70 CAD
Denmark	160 DKK	420 DKK
Finland	19 EUR(€)	50 EUR(€)
France	19 EUR(€)	50 EUR(€)
Hong Kong	\$250 HKD	\$600 HKD
Germany	19 EUR(€)	50 EUR(€)
Greece	19 EUR(€)	50 EUR(€)
Ireland	19 EUR(€)	50 EUR(€)
Italy	19 EUR(€)	50 EUR(€)
Japan	3,000 JPY(¥)	8,000 JPY(¥)
Mexico	360 MXN	960 MXN
Netherlands	19 EUR(€)	50 EUR(€)
New Zealand	\$35 NZD	\$90 NZD
Norway	160 NOK	400 NOK
Poland	90 PLN	235 PLN
Portugal	19 EUR(€)	50 EUR(€)
Singapore	\$35 SGD	\$90 SGD
South Africa	225 ZAR	600 ZAR
Spain	19 EUR(€)	50 EUR(€)
Sweden	180 SEK	480 SEK
Switzerland	25 CHF	65 CHF
United Kingdom	9 GBP(£)	30 GBP(£)

\*Per trade

Note that retirement account registrations are ineligible for this service. Please also note that if a security trading on an exchange in one of the markets noted above is only listed for trading in a currency other than that country's local market's currency, then the commission that will be charged will be based on the currency the security is trading in instead of the identity of the local market.

## Dollarized International Trading

*Dollarized International Trading* allows customers to execute stocks on foreign exchanges in retirement and non-internationally enabled accounts using a five-character symbol ending in "F" for settlement in U.S. Dollars. Trade Amounts are calculated and posted in U.S. Dollars by incorporating a foreign currency exchange. This service is only available through the International Trading team at Fidelity and orders will execute during the respective countries' regular market hours. At a minimum, all the same countries listed above for the International Trading offering are available, but please inquire with your Fidelity representative if you have a question about the availability of any additional countries.

Country	Rep Assisted Only*
Canada	Rep Assisted Commission
All Others	Rep Assisted Commission + \$50 non-DTC (Depository Trust Company) Fee

\*Per trade

## Country-Specific Taxes and Fees

Additional country-specific taxes and fees may be charged as detailed in the table below for International Trading and Dollarized International Trading. The list of countries, currencies, taxes, and fees provided below is subject to change without notice. There may also be further fees, taxes, or other charges assessed by intermediaries when conducting transactions in foreign securities beyond those described here, which could change at any time based on the country or exchange directive. Details regarding these charges are available from a Fidelity representative.

Country	Tax (Per Trade)
France*	Financial Transaction Tax (FTT) .30% of principal on purchases
Italy*	Financial Transaction Tax (FTT) .10% of principal on purchases
Spain*	Financial Transaction Tax (FTT) .20% of principal on purchases
Ireland	Stamp Tax 1.00% of principal on purchases
Hong Kong	Transaction Levy 0.0027% of principal Trading fee 0.005% of principal Stamp Duty 0.10% of principal
South Africa	Securities Transfer Tax .25% of principal on purchases
Singapore	Clearing fee of 0.04% of principal
United Kingdom	PTM Levy 1 GBP where principal amount is > £10,000 Stamp Duty 0.50% of principal on purchases

\*Certain securities based on market capitalization

Please also note that if a security trading on an exchange in one of the markets noted above is only listed for trading in a currency other than that country's local market's currency, then the fees that will be charged will be based on the currency the security is trading in instead of the identity of the local market.

## Foreign Currency Exchange

In addition to the commissions, taxes, fees, and other charges for International Trading and Dollarized International Trading, a currency exchange fee (in the form of a markup or markdown on the exchange rate) will be charged based on the size of the currency conversion, pursuant to the following schedule:

Total Foreign Exchange Amount	Cost
<\$100K	1.0% of principal
\$100K–<\$250K	0.75% of principal
\$250K–<\$500K	0.50% of principal
\$500K–<\$1M	0.30% of principal
\$1M+	0–0.20% of principal

*Note: The Foreign Currency Exchange Fees above are applied to orders filled in the local country markets listed above. Rates may vary for additional currencies in available countries not listed in this schedule. Details are available from a Fidelity representative.*

## Foreign Ordinary Share Trading

*Foreign Ordinary Share Trading* allows customers to trade shares in foreign corporations on the over-the-counter (OTC) market using a five-character symbol ending in "F." Trades in foreign ordinary shares can be placed online through the domestic equity order ticket or through a Fidelity representative. In either case, the domestic commission schedule for stocks/ETFs will apply. A \$50 fee will also be charged on each transaction in any foreign ordinary stock that is not Depository Trust Company eligible. Retirement and non-retirement accounts are eligible for this service.

## Country-Specific Taxes and Fees

Additional country-specific taxes and fees may be charged as detailed in the table below for Foreign Ordinary Share Trading. The list of countries, taxes, and fees provided below is subject to change without notice. There may also be further fees, taxes, or other charges assessed by intermediaries when conducting transactions in foreign securities beyond those described here, which could change at any time based on the country. Details regarding these charges are available from a Fidelity representative.

Country	Tax (Per Trade)
France*	Financial Transaction Tax (FTT) .30% of principal on purchases
Italy*	Financial Transaction Tax (FTT) .10% of principal on purchases
Spain*	Financial Transaction Tax (FTT) .20% of principal on purchases

\*Certain securities based on market capitalization

Note: The taxes and fees, if any, will be disclosed individually on the trade confirmation.

## OTHER INVESTMENTS

**Unit Investment Trusts (UITs) \$35 minimum per redemption;** no fee to purchase. Fidelity makes certain new issue products available without a separate transaction fee. Fidelity receives compensation for participating in the offering as a selling group member. Fees from participating in the selling group range from 1% to 4% of the public offering price. Fidelity may also receive compensation for reaching certain sales levels, which range from 0.001%–0.0025% of the monthly volume sold.

### Precious Metals

Buy	Gross Amount	% Charged on Gross Amount	Sell	Gross Amount	% Charged on Gross Amount
\$0–\$9,999		2.90%	\$0–\$49,999		2.00%
\$10,000–\$49,999		2.50%	\$50,000–\$249,999		1.00%
\$50,000–\$99,999		1.98%	\$250,000+*		0.75%
\$100,000+*		0.99%			

\*delivery charges and applicable taxes if you take delivery

Fidelity charges a quarterly storage fee of 0.125% of the total value or \$3.75, whichever is greater. Storage fees are pre-billed based on the value of the precious metals in the marketplace at the time of billing.

For more information on these other investments and the cost of a specific transaction, contact Fidelity at 800-544-6666. Minimum fee per precious metals transaction: \$44. Minimum precious metals purchase: \$2,500 (\$1,000 for IRAs). Precious metals may not be purchased in a Fidelity Retirement Plan (Keogh), and are restricted to certain types of investments in a Fidelity IRA.

## OTHER FEES AND COMPENSATION

### All Accounts

**Foreign Currency Wires up to 3% of principal;** charged when converting USD to wire funds in a foreign currency

**Foreign Dividends/Reorganizations 1% of principal;** charged when a dividend is paid or a reorganization event occurs on a foreign asset held in an account in USD

## Nonretirement Accounts

**Debit Card and ATM Fees There is no annual fee** for the Fidelity® Debit Card or the Fidelity HSA® debit card. You may be charged separate fees by other institutions, such as the owner of the ATM. Note: You cannot use the Fidelity HSA® debit card at an ATM.

For Fidelity Account® owners coded Premium, Private Client Group, Wealth Management, or with household annual trading activity of 120 or more stock, bond, or options trades, your account will automatically be reimbursed for all ATM fees charged by other institutions while using the Fidelity® Debit Card at any ATM displaying the Visa®, Plus® or Star® logos. The reimbursement will be credited to the account the same day the ATM fee is debited. In rare instances, ATM owners may not itemize fees, which may cause disruption of individual automatic rebates. Should this occur, please contact Fidelity. Fidelity does not charge foreign transaction fees; however, if you choose to pay a foreign debit card transaction in U.S. dollars, your transaction may be processed at a rate different than market exchange rate.

Fidelity debit cards are issued by PNC Bank, N.A. or Leader Bank, N.A., and the debit card programs are administered by BNY Mellon Investment Servicing Trust Company. These entities are not affiliated with each other, and Fidelity is not affiliated with PNC Bank or BNY Mellon. The parent company of Fidelity has a minority percentage, noncontrolling interest in Leader Bank. Visa is a registered trademark of Visa International Service Association, and is used by PNC Bank and Leader Bank pursuant to a license from Visa U.S.A. Inc.

**Transfer and Ship Certificates \$100 per certificate;** applies only to customers who have certificate shares reregistered and shipped; waived for households that meet certain asset and trade minimums at Fidelity<sup>2</sup>

### HSAs

**Annual fees** For Fidelity HSAs that are opened through, or serviced by, an intermediary, or in connection with your workplace benefits, Fidelity may deduct:

- an administrative fee of up to \$12 per quarter (\$48 annually) from your Fidelity HSA, unless it is paid by your employer (may be waived for households that were established before a certain date and meet certain asset minimums at Fidelity).

## Fee and Trading Policies

Commissions will be charged per order. For commission purposes, orders executed over multiple days will be treated as separate orders. Unless noted otherwise, all fees and commissions are debited from your core account.

### Fee Waiver Eligibility

To determine your eligibility for fee waivers, we group the assets and trading activity of all of the eligible accounts shown on your periodic account statement.

Eligible accounts generally include those maintained with Fidelity Service Company, Inc., or FBS [such as 401(k), 403(b), or 457 plan assets] or held in Fidelity Investments Life Insurance Company accounts, Fidelity Portfolio Advisory Service® or Fidelity® Personalized Portfolios accounts. Assets maintained by Fidelity Personal Trust Company, FSB, are generally not included. We may include other assets at our discretion.

We will review your account periodically to confirm that your household is receiving the best fee waivers it qualifies for, and may change your fee waiver eligibility at any time based on these reviews. We update fee waiver eligibility across household accounts promptly after a daily review of trading activity, and monthly after a review of household assets. All trading activity is measured on a rolling 12-month basis.

If you believe there are eligible accounts within your household that are not being counted in our fee waiver eligibility process— for example, accounts held by immediate family members who reside with you—you may authorize Fidelity to consolidate these accounts into an aggregated relationship household and review them for eligibility. Any resulting fee waivers would extend both

<sup>2</sup>Households with \$1 million or more in assets or \$25,000 or more in assets + 120 trades a year. For details, see Fee Waiver Eligibility section above.

to you and to all immediate family members residing with you. Most customers receive only a single customer reporting statement from Fidelity and do not need to take any action. However, for more information, go to [Fidelity.com/goto/commissions](http://Fidelity.com/goto/commissions) or call us at 800-544-6666.

### Limits on Feature Eligibility

Retirement accounts and Fidelity BrokerageLink® accounts cannot trade foreign securities or sell short, are not eligible for margin loans, and may be subject to other rules and policies. Please see the literature for these accounts for details.

### Prospectuses and Fact Sheets

Free prospectuses are available for UITs, Fidelity funds, and Fidelity FundsNetwork® funds. Fact sheets are available for certificates of deposit. To obtain any of these documents, and for other information on any fund offered through Fidelity, including charges and expenses, call 800-544-6666 or visit [Fidelity.com](http://Fidelity.com).

### Margin Fees

Understanding how margin charges are calculated is essential for any investor considering or using margin. The information below, provided in conformity with federal securities regulations, is designed to help you understand the terms, conditions, and methods associated with our margin interest charges.

For all margin borrowing—regardless of what you use it for—we charge interest at an annual rate that is based on two factors: our base rate, and your average debit balance. We set our base rate with reference to commercially recognized interest rates, industry conditions regarding margin credit, and general credit conditions. The following table shows the premiums and discounts we apply to our base rate depending on the average debit balance:

#### Interest Charged

Average Debit Balance	Interest Charged Above/Below Base Rate
\$0–\$24,999.99	+1.250%
\$25,000–\$49,999.99	+0.750%
\$50,000–\$99,999.99	–0.200%
\$100,000–\$249,999.99	–0.250%
\$250,000–\$499,999.99	–0.500%
\$500,000–\$999,999.99	–2.825%
\$1,000,000+	–3.075%

In determining your debit balance and interest rate, we combine the margin balances in all your accounts except short accounts and income accounts. We then compute interest for each account based on the rate resulting from averaging the daily debit balances during the interest period. Interest is charged from the date we extend you credit.

In the event that we have to take action in your account to meet a margin call, you will be charged the Rep-Assisted rate for such transactions.

Your rate of interest will change without notice based on changes in the base rate and in your average debit balance. When your interest rate is increased for any other reason, we will give you at least 30 days' written notice. If the base rate is stated as a range, we may apply the high end of the range.

For any month where your monthly margin charges are \$1 or more, your monthly statement will show both the dollar amount and the rate of your interest charges. If your interest rate changed during the month, separate charges will be shown for each rate. Each interest cycle begins the first business day following the 20th of each month.

### Other Charges

You may be assessed separate interest charges, at the base rate plus two percentage points, in connection with any of the following:

- Payments of the proceeds of a security sale in advance of the regular settlement date (such prepayments must be approved in advance)
- When the market price of a "when-issued" security falls below your contract price by more than the amount of your cash deposit
- When payments for securities purchased are received after the settlement date

### How Interest Is Computed

Interest on debit balances is computed by multiplying the average daily debit balance of the account by the applicable interest rate in effect and dividing by 360, times the number of days a daily debit balance was maintained during the interest period.

### Marking to Market

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

# Guide to Brokerage and Investment Advisory Services at Fidelity Investments

This brochure highlights important differences between the brokerage and investment advisory services that may be provided to you as part of your relationship with Fidelity Investments (“Fidelity”, “we”, or “us”). Depending on your individual goals and investment objectives, our representatives may assist you with brokerage services, investment advisory services, or both.

**It is important for you to understand that Fidelity’s brokerage services and investment advisory services are separate and distinct.** Our brokerage products and services are subject to different sets of laws and regulations from our investment advisory products and services, and our obligations and duties to you are different for each. Although you may have a relationship with a dedicated Fidelity representative who serves as your primary point of contact for the services you receive from Fidelity, when you receive multiple services from us, each service will be governed by the terms of the applicable agreement, as well as the laws and regulations applicable to that type of service.

## Fidelity’s Brokerage Services

Our brokerage products and services are provided to you through Fidelity Brokerage Services LLC (“FBS”), a broker-dealer that is registered with the Securities and Exchange Commission (“SEC”) and that is a member of the Financial Industry Regulatory Authority (“FINRA”), the New York Stock Exchange (“NYSE”), and Securities Investor Protection Corporation (“SIPC”).

When providing brokerage products and services, as described in your Fidelity Account® Customer Agreement or other applicable customer agreement, and/or for services in connection with certain workplace savings plans as described in an agreement with your employer or other applicable document, we will accept orders and execute transactions in your Fidelity brokerage account based on your instructions. You, or your authorized representative, are responsible for all investment decisions in your Fidelity brokerage account. As a broker, we also offer you other services incidental to our brokerage services which can take the form of education, research, access to tools available on Fidelity.com, and guidance or advice designed to assist you in making decisions regarding the various products available to you. No separate fees are charged for these other services incidental to our brokerage services. Some of our brokerage representatives also hold insurance licenses that allow them to sell life insurance and annuities issued by our affiliated life insurance companies and certain unaffiliated life insurance companies.

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

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

## How you are charged for Fidelity's Brokerage Services

Your costs for brokerage services are typically based on a transaction charge, often called a commission, for each trade you make in your account. All transaction charges will be identified to you in the confirmation of a transaction and/or in the account statement we send to you on a periodic basis. Other costs and charges will also apply to your account, and these costs and charges are outlined in your Fidelity Account Customer Agreement and, in detail, in the Brokerage Commission and Fee Schedule provided therewith.

## Fidelity's Investment Advisory Services

Our investment advisory services are provided through Fidelity Personal and Workplace Advisors, LLC ("FPWA"), an investment adviser registered with the SEC under the Investment Advisers Act of 1940 (the "Advisers Act"). For workplace savings accounts, advisory services are provided jointly between FPWA and Strategic Advisers LLC ("Strategic Advisers"), another affiliated SEC-registered investment adviser. Generally, the advisory services we offer include nondiscretionary financial planning, and/or discretionary investment management, or a referral to an unaffiliated investment advisory firm.

**We will provide investment advisory services pursuant to a written agreement ("Client Agreement") with you (or in the case of workplace savings accounts, with your sponsor) that describes our investment advisory relationship and our obligations under the Client Agreement.** You will receive a disclosure document required by Form ADV, Part 2A ("Program Fundamentals"), describing the specific investment advisory service we will be providing to you. These documents explain the types of services we provide, the applicable advisory fees, and any potential conflicts between our interests and yours. You will also receive additional disclosure documents as required by Form ADV, Part 2B which provide details regarding the business background of the personnel responsible for delivering investment advice to you.

Please note that our investment advisory services are limited strictly to those services for which you or your plan sponsor has entered into a Client Agreement with FPWA and, with respect to workplace savings plans, Strategic Advisers. The fact that we provide discretionary investment management, including monitoring, of some of your accounts, or that we provide financial planning with respect to certain of your goals, does not mean that we are under any obligation to provide these investment advisory services for other accounts or assets you may have, either at Fidelity or with another financial institution. Where we provide financial planning services as an investment adviser, you are responsible for determining whether, and how, to implement any financial planning recommendations presented, including asset allocation suggestions, and for paying applicable fees. Financial planning through FPWA does not constitute an offer to sell, a solicitation of any offer to buy, or a recommendation of any security by Fidelity Investments or any third party. We will act as a broker-dealer or an investment adviser with respect to any implementation depending on the products or services you select, and such products or services may be subject to separate charges, fees, and expenses.

When providing services as an investment adviser, we owe you a fiduciary duty under the Advisers Act with respect to the specific investment advisory service provided. Our fiduciary duty includes the obligation to:

- Ensure that investment advisory services are suited to your specific investment objectives, needs, and circumstances;
- Make full and fair disclosure of all material facts about our services and our relationship;
- Place your interests before our own when providing the investment advisory service to you;
- Disclose conflicts of interest, including compensation received by us or our affiliates in connection with the investment advisory program;
- Obtain your consent before engaging in transactions with you for our own, an affiliate's, or another client's account; and
- Not give an unfair advantage to one advisory client to the disadvantage of another.



## How you are charged for Fidelity's Investment Advisory Services

Fees for investment advisory services are described in the applicable Program Fundamentals and Client Agreement, and vary based on the scope of the investment advisory services provided and the value of the assets for which the services are provided. Typically, with respect to discretionary investment management services, your fee for such services will be a percentage of the assets held in an account over which we have investment discretion. As an example, the discretionary investment management fee typically covers the investment, advice, and monitoring services provided, as well as the costs of brokerage execution and custody. There may be other trading costs not included in this fee; these are detailed in your Client Agreement, Program Fundamentals, and/or other notification. The investment management fee is expressed as an annual percentage, but is charged to your account on a quarterly basis in arrears. With respect to nondiscretionary financial planning services, our advisory fees may instead be in the form of a fixed annual payment amount or may be included as part of your annual discretionary investment management fee.

## How Fidelity representatives are compensated

As compensation for the services they provide, our representatives receive a portion of their total compensation as base pay, a predetermined and fixed annual salary based on experience and position. In addition to base pay, our representatives are eligible to receive variable compensation or an annual bonus, and certain representatives are also eligible to receive longer-term compensation. Whether and how much each representative receives in each component of compensation is generally determined by the representative's role, responsibilities, and performance measures and is also impacted by the type of product or service you select. Depending on the specific situation, Fidelity representatives may have a financial incentive to recommend your participation in an investment advisory service where this compensation is greater than what the representative would receive if you purchased certain other products or enrolled in other services offered by Fidelity. More information about our representatives' compensation is available upon request, or can be found online at [www.fidelity.com/repcompensation](http://www.fidelity.com/repcompensation) and in the Program Fundamentals associated with each advisory service.

## Additional information

Fidelity representatives' use of any specific title or designation does not imply that they are providing you with any specific service, such as financial planning or other investment advisory services. Whether you are a brokerage or investment advisory client is dictated by the actual services that are agreed upon and provided to you.

If at any time you would like clarification on the nature of services provided to you, please speak with a Fidelity representative, or visit our website at [Fidelity.com](http://Fidelity.com). We also urge you to carefully read the important investor information regarding working with Fidelity, including information regarding our products and services and conflicts of interest, as well as account agreements and related disclosures, available at [www.fidelity.com/information](http://www.fidelity.com/information) or through a Fidelity representative.

Advisory services are provided for a fee through Fidelity Personal and Workplace Advisors LLC, and, with respect to workplace savings accounts, Strategic Advisers LLC. Both are registered investment advisers and Fidelity Investments companies.

Brokerage services are provided by Fidelity Brokerage Services LLC. Custody and other services are provided by National Financial Services LLC. Both are Fidelity Investments companies and members of NYSE and SIPC.

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

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# FDIC-Insured Deposit Sweep Program Disclosure

For Fidelity Individual Retirement Accounts (IRAs) and Fidelity Health Savings Accounts (HSAs)

## Summary

This document provides important information about the FDIC-Insured Deposit Sweep Program offered in connection with certain Fidelity IRAs (including Traditional, Rollover, and SEP IRAs), Fidelity Roth IRAs, and Fidelity SIMPLE IRAs (each an Individual Retirement Account, or IRA) and/or the Fidelity Health Savings Account (HSA) (each an "Account"). It is incorporated into and forms a part of the Customer Agreement governing your Account. If you have questions about an IRA, you can call a Fidelity Representative at 800-544-6666. For questions about an HSA, please call 800-544-3716.

Please note that Cash Balances that cannot be placed at a Program Bank, or that may not be subject to FDIC insurance, shall be swept to a Money Market Overflow as described on page 14 of this document. In the event that you have funds swept to a Money Market Overflow, it will have a material impact on your Sweep, including insurance coverage, how interest is calculated, and how funds are placed and withdrawn.

## How the Program Works

IRAs and HSAs utilize a core account. In accordance with your instructions and pursuant to these disclosures, the uninvested balances in your core account will be held in a position called the FDIC-Insured Deposit Sweep (the "Sweep"). Cash contributed to or received in your Account is held in the core account (the "Cash Balance"). The Cash Balance (if any) on each business day is composed of the prior day's Evening Bank Sweep and the Morning Bank Sweep for such business day (each as defined in the Customer Agreement governing your Account). On each business day (not including bank holidays or days on which the New York Stock Exchange is closed, such as Good Friday), the Cash Balance is automatically "swept into" an FDIC-insured interest-bearing account (the "Program Deposit Account") at one or more participating banks (each a "Program Bank"). A hierarchical list of Program Banks (the "Program Bank List") will be assigned to your Account. The Program Bank List can change over time. You will be provided notice of any such change, as further detailed below. The Program Bank List assigned to your Account is available on Fidelity.com. To access the Program Bank List, you must log in to your Account, click on the "Positions" tab, click on "Core," then click the "FDIC-Insured Deposit Sweep" link. If you have questions about a particular Program Bank's status, or need further information about the Program Bank List assigned to your Account, please contact a Fidelity Representative. The first bank on your Program Bank List will be designated as your "Primary Core Bank." Cash Balances up to the Maximum Deposit Limit (as further defined below) will be swept into your Primary Core Bank. The additional Program Banks, if any, on your Program Bank List will generally be available to accept excess Cash Balances in the event that you reach the Maximum Deposit Limit at your Primary Core Bank, provided, however, that if you have Program Deposits at each available Program Bank on your Program Bank List in an amount equal to the Maximum Deposit Limit, any remaining Cash Balances will be swept into your Primary Core Bank. Once your Cash Balance has been swept into a Program Deposit Account, it becomes eligible for FDIC insurance and is referred to as your "Program Deposit." Beginning with your Primary Core Bank, your Program Deposit is also automatically "swept out of" a Program Deposit Account as necessary to satisfy debits in your Account. Debits in your Account associated with certain actual or anticipated transactions to generate a debit in your Account during the business day will be settled using proceeds from the withdrawal of Program Deposits that are swept out on such business day. Other debits will be settled using proceeds from the withdrawal of Program Deposits that are swept out on the next business day. In this document, the sweep process between your Account and the Program Deposit Account is referred to as the "Program." In the absence of an available Program Bank, any or all of the Cash Balances in your Account will be placed into another available core position or the Money Market Overflow. Your continued use of your Account after receiving notice of a change that affects your Account will constitute your consent to such change.

The Program is available to most IRA and HSA accounts. The Program is not available to inherited IRAs, IRAs, and HSAs that utilize Fidelity's Portfolio Advisory Services, or any IRA or HSA where the account owner has established a relationship with an independent third-party investment adviser that utilizes Fidelity or its affiliates for clearing and custody services and technology support. There are also limitations on the Program if your IRA was established by your employer in accordance with the terms of your workplace savings plan.

Except as otherwise described in the Fidelity Brokerage Retirement Account Customer Agreement, existing IRA account owners may generally switch the core position between the Sweep and a Fidelity money market mutual fund without restriction. Except as otherwise described in the Fidelity Health Savings Account Customer Agreement, existing HSA account owners may generally switch the core position between the Sweep and a Fidelity money market mutual fund without restriction. Existing account owners seeking more information or wishing to make a change can do so by calling a Fidelity Representative.

If you have an existing Account that utilizes an alternative core position and you elect to switch to the Sweep, you will receive your Program Bank List in the notice confirming your election. If there are subsequent changes to the Program Bank List assigned to your Account, you will receive notice of such changes. Notice will be provided to you in writing or through electronic communications, including through notifications on Account statements. For more information about the method used to generate your Account's Program Bank List, and changes thereto, please refer to the "Details" section of this document.

Continued use of your Account and/or the Program after assignment of the initial Program Bank List or notice of subsequent changes to such list will constitute your consent to such list. The Program Bank List assigned to your Account is available on Fidelity.com by logging in to your Account. If you have questions about a particular Program Bank's status, or need further information about the Program Bank List assigned to your Account, please contact a Fidelity Representative.

Program Deposit Accounts are established on behalf of you and other Fidelity customers who participate in the Program. Although Fidelity will sweep your Cash Balance into a Program Deposit Account with a Program Bank, **you cannot make withdrawals from the Program Deposit Account, even if you contact the Program Bank. Your Cash Balance is only available through your Account.** Please call a Fidelity Representative with any questions about accessing your Cash Balance.

You will be notified in advance, whenever possible, of a material change that affects your Account or the Program. Notice will be provided to you in writing or through electronic communications, including through notifications on Account statements. Your continued use of your Account and/or the Program after receipt of notice will constitute your consent to such change. However, in extraordinary circumstances including, but not limited to, situations where a Program Bank is unavailable or unwilling to take additional Program Deposits, a Program Bank's participation in the Program is terminated, or a Program Bank's ongoing viability may be in question, you direct Fidelity, without providing advance notice to you, to make a change (which could be an intraday change) to the Program Bank List that will affect the Program Banks assigned to receive Program Deposits, to limit the amount of your Cash Balance that is swept into a Program Deposit Account, or to move your Cash Balance to another Program Bank. In the absence of an available Program Bank, any or all of the Cash Balances in your Account will be placed into another available core position or the Money Market Overflow. Please consult the "Details" section for further important information, as such change may affect Fidelity's compensation and your eligibility for FDIC insurance.

## Interest Rates

Each of the following constitutes a "Set Point":

- The third business day immediately following: (i) any scheduled meeting of the Federal Open Market Committee ("FOMC"), or (ii) the date of any published FOMC policy statement not resulting from a scheduled meeting of the FOMC;
- The first business day of each month; and
- The fifteenth day of each month, or in the event the fifteenth day is not a business day, the next business day immediately following the fifteenth day of each month.

The interest rate paid on your Program Deposit will be set and effective on each Set Point. On each Set Point, the current rates and annual percentage yields (APYs) for Program Deposits will be available at Fidelity.com /IRACoreRates for IRA rates or Fidelity.com/HSACoreRates for HSA rates or by calling a Fidelity Representative. The foregoing notwithstanding, there is no requirement that the interest rate change on a given Set Point (i.e., interest rates may remain constant over the course of multiple Set Points). Your continued use of your Account and/or the Program after publication of the rates as described above will constitute your consent to the rate. The interest rate may change between Set Points only if the change results in a higher interest rate being paid to all customers who maintain the same type of Account (e.g., all IRAs), in which case revised rates will be published as described above.

A calendar of scheduled FOMC meetings can be found at the website of the Board of Governors of the Federal Reserve <https://www.federalreserve.gov/monetarypolicy/fomccalendars.htm>.

Interest rates may vary depending on the type of Account (IRA or HSA). Program Banks may participate in the Program in connection with both IRAs and HSAs. Account owners maintaining both an IRA and an HSA may have Program Deposits at the same Program Bank as a result of utilizing the Program in connection with both Accounts and may be paid different interest rates on the Accounts by the same bank.

Fidelity offers similar programs to account owners who maintain other types of accounts ("Other Accounts"). While the same Program Bank may participate in the Program as well as the program for these Other Accounts, the interest rate paid by a Program Bank in connection with the Program may be different from that paid by the same Program Bank in connection with the program offered to account owners who maintain Other Accounts with Fidelity.

The rate of interest may change at any time and will vary over time as provided herein. Over any given period, the interest rates on your Program Deposits may be lower than the rate of return on similar non-FDIC-insured investments or deposit accounts offered outside of the Program, including deposit accounts held directly with a Program Bank.

To compare current rates of return between the Sweep and non-FDIC-insured options available at Fidelity, please visit [Fidelity.com/IRACoreRates](https://www.fidelity.com/IRACoreRates) for IRA rates or [Fidelity.com/HSACoreRates](https://www.fidelity.com/HSACoreRates) for HSA rates or call a Fidelity Representative.

Interest accrues daily, is compounded monthly, and will be reflected on your Account statement as of the last business day of each month. Program Deposits begin earning interest on the day they are received by the Bank and stop accruing interest on the day they are withdrawn. Additional information regarding the calculation and payment of interest on your Program Deposit can be found in the "Details" section or by calling a Fidelity Representative.

## FDIC Insurance Coverage/SIPC Protection

Your Program Deposit, together with any non-Program deposits you may have at the same Program Bank, which include deposits arising in connection with similar programs offered to account owners who maintain Other Accounts with Fidelity, as well as savings and checking accounts, money market deposit accounts, and CDs issued directly to you by the Program Bank, are insured by the FDIC, an independent agency of the U.S. government, up to a standard maximum amount in accordance with the rules of the FDIC. The applicable FDIC insurance limit depends on the ownership capacity in which you hold the Program Deposit, and the relevant limit will be applied to all deposits (including Program Deposits and non-Program deposits) held in the same ownership capacity by you at the same Program Bank. Deposits held in different ownership capacities, as provided in FDIC rules, are insured separately. Single ownership accounts are insured up to \$250,000, and each co-owner's share of joint accounts is insured up to \$250,000. For retirement accounts such as IRAs, the limit is typically \$250,000. HSAs, unless they possess special features, are considered to be held in the same right and capacity as other single ownership accounts of a depositor, and are combined with such other single ownership accounts, for the purpose of applying the \$250,000 maximum limit. Special rules apply to insurance of trust deposits. **If you have both a Program Deposit and non-Program deposits at the same Program Bank held in the same right and legal capacity as your Program Deposit, you must aggregate all such deposits with your Program Deposit for purposes of determining FDIC coverage. If your total funds on deposit at a Program Bank exceed the applicable FDIC insurance limit, the FDIC will not insure your funds in excess of the limit.**

For more information, please refer to the "Details" section of this document, visit [fdic.gov](https://www.fdic.gov), or call 877-ASK-FDIC (877-275-3342).

**Fidelity is not responsible for monitoring the amount of your Program Deposit in any Program Bank to determine whether it exceeds the limit of available FDIC insurance. You are responsible for monitoring the total amount of your assets on deposit with each Program Bank (including amounts in other accounts at the Program Bank held in the same right and legal capacity) in order to determine the extent of deposit insurance coverage available to you on those deposits, including your Program Deposit.**

Any securities held in your Account (as opposed to the Program Deposit) are investment products and as such (i) are not insured by the FDIC, (ii) carry no bank or government guarantees, and (iii) have associated risks. By investing in securities, you can lose your money, including the principal amount you invested.

Securities held at Fidelity (as well as funds held at Fidelity and not at a Program Bank) are covered by the Securities Investor Protection Corporation (SIPC). SIPC currently protects these funds and securities up to \$500,000, including \$250,000 for claims for cash. SIPC coverage does not cover fluctuations in the market value of your investments. Your Cash Balance is only eligible for FDIC insurance once it becomes a Program Deposit held by a Program Bank. Your Cash Balance while held by Fidelity and in transit to or from a Program Bank is not FDIC-insured but is covered by SIPC. For more information regarding FDIC insurance, please consult [fdic.gov](http://fdic.gov). For more information regarding SIPC coverage, or to request the SIPC brochure, please consult [sipc.org](http://sipc.org) or call 202-371-8300.

## Relationship Between Fidelity and Others

Fidelity receives a fee from each Program Bank in connection with the operation of the Program. This fee is typically based on the average aggregate daily Program Deposits associated with IRAs and/or HSAs on deposit with the Program Bank. The fee paid to Fidelity may vary from Program Bank to Program Bank and will generally increase as the amount on deposit with the Program Bank increases. The fee paid to Fidelity by the same Program Bank in connection with the Program may be different for IRAs and HSAs. The fee paid to Fidelity by such Program Bank may also be different from that paid by the same Program Bank in connection with similar programs offered to account owners who maintain Other Accounts with Fidelity. The fee paid to Fidelity by each Program Bank may vary over time, but will never exceed a maximum annualized rate equivalent to 4% of the total of all IRA and HSA Program Deposits held at that Program Bank. For the provision of certain services in connection with the Program, including technology and accounting services and assistance in compliance with regulatory requirements, Fidelity utilizes a "Program Administrator." The Program Administrator will receive an annual fee from Fidelity equivalent to 0.010% of the aggregate daily balance of all Program Deposits up to a fixed cap. In addition, the Program Administrator will assist Fidelity with identifying new Program Banks to participate in the Program. For such assistance, the Program Administrator will receive a fee from Fidelity that will range from 0.010% to 0.020% of such Program Bank's Deposit Limit. Fidelity may be a customer of the Program Administrator or a Program Bank and may have other financial interactions with the Program Administrator or a Program Bank. Additionally, the Program Administrator may also be a Program Bank, in which case, Fidelity will receive the fee described above. Finally, Fidelity may in the future designate one of its affiliates as the Program Administrator or a Program Bank or both. Note, the parent company of Fidelity has a minority percentage, non-controlling interest in Leader Bank N.A.

## Details

"Fidelity," "us," and "we" include Fidelity Brokerage Services LLC (FBS), National Financial Services LLC (NFS), and our affiliates as the context may require. "You" and "account owner" refer to the owner indicated on the account application.

## Overview

Under the Program, the Cash Balance in your Account is automatically swept into and out of an interest-bearing Program Deposit Account at one or more Program Banks. The Program is part of Fidelity's IRA or HSA product offering. As described more fully below, you make the decision to utilize the Program when you open your Account with Fidelity or, if you are an existing account owner, when you elect to switch to the Sweep from a Fidelity money market mutual fund. Fidelity does not have, and will not exercise, any authority or control over your IRA or HSA either (i) with respect to the deposit of the Cash Balance in your Account in the Program Deposit Account, (ii) your acceptance of the initial Program Bank List assigned to your Account or any changes thereto, or (iii) otherwise with respect to the Program. By maintaining your Account with Fidelity, you acknowledge and agree that you make the decision to participate in the Program and that neither Fidelity nor any of its affiliates is acting as a fiduciary as defined by the Internal Revenue Code on behalf of your IRA or HSA with respect to any aspect of the Program (or any changes thereto). You have the ability to move your Cash Balance from the Program or otherwise terminate your use of the Program without penalty at any time.

Please note that Cash Balances that cannot be placed at a Program Bank, or that may not be subject to FDIC insurance, shall be swept to a Money Market Overflow as described on page 14 of this document. In the event that you have funds swept to a Money Market Overflow, it will have a material impact on your Sweep, including insurance coverage, how interest is calculated and how funds are placed and withdrawn.

The Sweep should not be viewed as a long-term investment option. If you are interested in a long-term investment option for your Cash Balances, please consider alternatives other than the Sweep that may be better suited for such a purpose.



## How the Program Works

### *Deposits*

Each business day (not including bank holidays or days on which the New York Stock Exchange is closed, such as Good Friday), the Cash Balance in your Account will be automatically swept into one or more Program Deposit Accounts established by Fidelity on behalf of you and other Fidelity customers who participate in the Program at the Program Banks. Starting with your Account's Primary Core Bank, Fidelity will sweep Cash Balances to the Program Deposit Account at such Bank until the total amount of your Program Deposit at that Program Bank is equal to the Maximum Deposit Limit. If, after this process is completed, there is a remaining Cash Balance in your Account, Fidelity will sweep those funds into the next available Program Bank on your Account's Program Bank List (as more fully described below) until the total amount of your Program Deposit at that Program Bank is equal to the Maximum Deposit Limit. This process will repeat itself until either (i) there is no remaining Cash Balance in your Account or (ii) a Cash Balance remains in your Account and you have Program Deposits at each available Program Bank on your Account's Program Bank List in an amount equal to the Maximum Deposit Limit, in which case the remaining Cash Balances will be swept into your Account's Primary Core Bank. **Please note that if, as a result of this process, you have Program Deposits in excess of the Maximum Deposit Limit at your Account's Primary Core Bank, it is very likely that some of those funds will not be covered by FDIC insurance.**

### *Maximum Deposit Limit*

The Maximum Deposit Limit for IRAs will at all times be equal to 98% of the then-applicable standard maximum deposit insurance amount for an individual retirement account. The Maximum Deposit Limit for HSAs will at all times be equal to 98% of the then-applicable standard maximum deposit insurance amount for a nonretirement single ownership deposit account. For example, if the standard maximum deposit insurance amount is \$250,000, then the Maximum Deposit Limit is \$245,000.

### *Withdrawals*

If funds are needed to cover a debit in your Account at the end of a business day, the funds will be automatically swept out of the Program Deposit Account(s) back into your Account on the next business day. Notwithstanding the preceding sentence, debits associated with certain actual or anticipated transactions that would otherwise generate a debit in your Account during the business day will instead be settled using proceeds from the withdrawal of Program Deposits that are swept out on such business day. Funds are swept out of the Program Banks in the same order that they are swept in, starting with the Primary Core Bank (up to the amount of your Program Deposit) and then moving to the next available Program Bank on your Account's Program Bank List (as more fully described below) until either the debit is satisfied or the total amount of your Program Deposits have been swept back into your Account. Program Deposits remaining at the Program Bank(s) will not be reallocated as part of this process. As a result, you may have less than the Maximum Deposit Limit in Program Deposits at your Account's Primary Core Bank, but still have Program Deposits equal to the Maximum Deposit Limit at other Program Banks on your Account's Program Bank.

### *Interest Posting*

Program Deposits begin earning interest on the day they are received by the Bank and stop accruing interest on the day they are withdrawn. Each month, your Account statement reflects the interest accrued on Program Deposits at each Program Bank separately. Interest accrues daily, compounds monthly, and posts to the Program Deposit Account on the last business day of each month. After being posted to the Program Deposit Account, interest payments are swept into your Account where they could create a Cash Balance. In the event that there is a Cash Balance, it will be swept into one or more Program Banks in accordance with the deposit methodology described above.

### *Changes to FDIC Insurance Limits*

If the standard maximum deposit insurance amount for an individual retirement account or a nonretirement single ownership deposit account increases or decreases, Fidelity will determine a new Maximum Deposit Limit for IRAs and/or HSAs, as applicable, as of the effective date of the change.



If the standard maximum deposit insurance amount increases and you have Program Deposits at your Account's Primary Core Bank in excess of the new Maximum Deposit Limit, then Fidelity will sweep these funds into the next available Program Bank on your Program Bank List (as more fully described below) until the total amount of your Program Deposits at that Program Bank are equal to the Maximum Deposit Limit. This process will repeat itself until either (i) you no longer have Program Deposits at your Account's Primary Core Bank in excess of the new Maximum Deposit Limit or (ii) you have Program Deposits at each available Program Bank on your Account's Program Bank List in an amount equal to the Maximum Deposit Limit, in which case any excess Program Deposits will remain at your Account's Primary Core Bank. If the standard maximum deposit insurance amount decreases, Fidelity will redistribute all your Program Deposits across all the available Program Banks in your Account's Program Bank List in accordance with the deposit methodology described above. **Please note that if you have Program Deposits in excess of the Maximum Deposit Limit at your Account's Primary Core Bank, it is very likely that some of those funds will not be covered by FDIC insurance.**

### *Evidence of Ownership*

No evidence of ownership of the Program Deposit Account, such as a passbook or certificate, will be issued to you. Instead, the Program Deposit Account will be evidenced by (i) a book entry on the account records of each Program Bank showing an omnibus Program Deposit Account as being held in the name of NFS for the benefit of you and other Fidelity customers who participate in the Program, and (ii) a record of your Program Deposit in the Program Deposit Account maintained by NFS.

## Program Banks

Fidelity maintains a list of Program Banks for IRAs (the "IRA Master Program Bank List") and a different list of Program Banks for HSAs (the "HSA Master Program Bank List"), but each Master List operates in the same manner. These Master Lists may also differ from the master lists used with Other Accounts. From time to time, a Program Bank may be added to or removed from either the IRA or HSA Master Program Bank List. Removing a Program Bank from either the IRA or HSA Master Program Bank List means that Fidelity has terminated its relationship with such Program Bank and the Program Bank no longer participates in the Program. If a Program Bank is removed from either the IRA or HSA Master Program Bank List, Fidelity will transfer your Program Deposit from that Program Bank into another Program Bank or Program Banks in accordance with the deposit methodology discussed above as if you had opted out of such Program Bank (as more fully described below).

Each Program Bank may accept deposits up to an aggregate deposit limit (the "Deposit Limit"), which generally caps the total amount on deposit at the Program Bank in connection with the Program as well as similar programs offered by Fidelity in connection with Other Accounts. The Deposit Limit is generally set by contract between Fidelity and the Program Bank. Notwithstanding the foregoing, there could be situations where either Fidelity or the Program Bank determine that such Program Bank will not be accepting deposits even though its aggregate deposits are less than the Deposit Limit.

### *Program Bank Status*

A status is assigned to each Program Bank. This status, which may change daily, reflects the Program Bank's ability to accept Program Deposits. As a general rule, a Program Bank's ability to accept Program Deposits is unrestricted, and such Bank shall be considered Available, except when one of the following applies:

**Unavailable**—A Program Bank that is unable to accept additional Program Deposits. Characterizing a Program Bank as Unavailable will not affect existing Program Deposits at the Program Bank, but new deposits will be prohibited, except in situations where: (i) the Unavailable Program Bank is the only Program Bank on the Master Program Bank List or (ii) the Unavailable Program Bank is the Primary Core Bank and every other Program Bank in the Program Bank List assigned to an Account is unavailable to take deposits because they are also Unavailable, have been Opted Out (as further defined below), or are Pending Activation (as further defined below).

**Overflow**—A Program Bank that is currently unavailable to serve as a Primary Core Bank. Assigning a Program Bank an Overflow status will not affect existing Program Deposits at the Program Bank, but the Program Bank will be ineligible to serve as a Primary Core Bank except in situations where the Overflow Program Bank is the only Program Bank on the IRA or HSA Master Program Bank List.

**Pending Activation**—A Program Bank that has been added to the IRA or HSA Master Program Bank List, but is not yet available to receive Program Deposits.

**Opted Out**—The account owner has elected not to utilize this Program Bank. While the Program Bank will remain on the Account's Program Bank List, the Program Bank is not available to receive Program Deposits. This status applies only to the Account at issue and has no impact on the Program Bank's ability to accept Program Deposits in connection with the broader Program. To opt out of a Program Bank, please call a Fidelity Representative.

### *Program Bank List*

Program Bank Lists for IRAs and HSAs are generated each day based on either the IRA Master Program Bank List or the HSA Master Program Bank List. As a result, the Program Bank Lists for IRAs and HSAs generated on one day of the week may be different from the lists created for IRAs or HSAs on another day. Because the IRA and HSA Master Program Bank Lists may be different, the Program Bank Lists for IRAs and HSAs generated on the same day may also differ.

Your Account will be assigned a Program Bank List. The hierarchy of the Program Banks on your Account's Program Bank List reflects the order in which these Program Banks will be utilized in connection with your Account. The first bank on your Account's Program Bank List will be designated as your Account's Primary Core Bank. As discussed below, Fidelity reserves the right to change your Program Bank List upon advance notice. Continued use of your Account and/or the Program after assignment of your initial Program Bank List or after you receive notice of a change to your Program Bank List will constitute your consent to such list.

### *New Accounts*

New account owners will have the option to use the Sweep as specified in the Customer Agreement governing your Account. However, Fidelity reserves the right to suspend Program availability for new IRAs and HSAs for any reason. If this occurs, you will have the option to use another available core position.

The initial Program Bank List assigned to your Account will be determined based on the day your Account is established, and all accounts established that day will be assigned the same Program Bank List. The Program Bank List will be comprised of some or all of the Program Banks on the IRA or HSA Master Program Bank List and will be automatically revised for changes to the applicable Master Program Bank List as discussed above.

If at any time, either the IRA or HSA Master Program Bank List contains only a single Program Bank, the same Program Bank List will be assigned to all Accounts. Because that Program Bank List will consist of only a single Program Bank, that Program Bank will also be the Primary Core Bank. **Please note that if this occurred and, as a result, you have Program Deposits in excess of the Maximum Deposit Limit at your Primary Core Bank, it is very likely that some of those funds will not be covered by FDIC insurance.**

Continued use of your Account and/or the Program after assignment of the initial Program Bank List to your Account will constitute your consent to such list. You will have the ability to modify the Program Bank List assigned to your Account by opting out of one or more of the Program Banks on your Program Bank List. You may also select a different Program Bank List if one is available. To discuss this possibility, contact a Fidelity Representative.

### *Switching an Existing Account to the Sweep*

Except as otherwise described in the Fidelity Brokerage Retirement Account Customer Agreement, existing IRA account owners may generally switch the core position between the Sweep and a Fidelity money market mutual fund being offered as a core sweep option without restriction. Except as otherwise described in the Fidelity Health Savings Account Customer Agreement, existing HSA account owners may generally switch the core position between a Sweep and a Fidelity money market mutual fund being offered as a core sweep option without restriction. Existing account owners seeking more information or wishing to make a change can do so by calling a Fidelity Representative.

You will also receive a Revised Account Profile that includes the Program Bank List assigned to your Account. Continued use of your Account and/or the Program after receipt of the Program Bank List assigned to your Account will constitute your consent to such list. At the time you elect to change the option for your core account to the Sweep, you will not be able to modify the Program Bank List assigned to your Account or select a different Program Bank List. However, once the change in your core account is effective, except as otherwise described in the Fidelity Brokerage Retirement Account Customer Agreement or the Fidelity Health Savings Account Customer Agreement, you will have the ability to modify the Program Bank List assigned to your Account by opting out of one or more of the Program Banks on your Program Bank List. You may also select a different Program Bank List if one is available. To discuss this possibility, contact a Fidelity Representative.

The Program Bank List assigned to your Account is available on Fidelity.com. To view the Program Bank List, including the program deposits at each bank, current bank status, you must log in to your Account, navigate to the "Positions" tab, and then click the "Core\*\*" link. There you will be provided with the "FDIC-Insured Deposit Sweep" link. If you have questions about a particular Program Bank's status, or need further information about the Program Bank List assigned to your Account, please contact a Fidelity Representative.

## Changes to Program Bank Lists

### *Customer-Initiated Changes*

Once your Account has been established, except as otherwise described in the Fidelity Brokerage Retirement Account Customer Agreement or the Fidelity Health Savings Account Customer Agreement, you can modify the Program Bank List assigned to your Account by calling Fidelity and "opting out" of one or more Program Banks on the Program Bank List, provided, however, that you must have at least one Program Bank in your Program Bank List in order to utilize the Program. By opting out of a Program Bank, you make the Program Bank inactive and ineligible or unavailable to receive Program Deposits from your Account. A Program Bank you have opted out of will still appear on the Program Bank List assigned to your Account with a designation that indicates its status. Your direction to opt out is revocable. You can call Fidelity at any time and opt back into a Program Bank, provided that the Program Bank is still participating in the Program and available.

You can call Fidelity at any time to request a different Program Bank List, if one is available. If you elect to utilize a different Program Bank List, and you previously opted out of one or more Program Banks, those opt out elections will carry over to your Account's new Program Bank List, provided, however, that because you may not opt out of the Primary Core Bank, if the Primary Core Bank on this new Program Bank List is one that you previously opted out of and you wish to maintain that election, you must utilize a different Program Bank List with a different Primary Core Bank.

If you opt out of one or more Program Banks and you currently have Program Deposits with these Program Banks, those Program Deposits will be treated as if they were a Cash Balance in your Account and reallocated to the remaining active Program Banks on your Account's Program Bank List in accordance with the Deposit methodology described above. Likewise, if you elect to use a different Program Bank List, all your Program Deposits will be treated as if they were a Cash Balance in your Account and reallocated to the Program Banks on this new Program Bank List in accordance with the Deposit methodology described above.

### *Addition and Removal of Program Banks*

From time to time, a Program Bank may be added to or removed from a Program Bank List. New Program Banks will be added to the end of a Program Bank List and existing Program Banks being removed will be deleted from a Program Bank List. If more than one Program Bank is added at any given time, the Banks will be added to the end of a Program Bank List in alphabetical order. A Program Bank List will not be reordered as a result of either the addition or removal of a Program Bank. If a Program Bank has been removed from a Program Bank List, that Program Bank will no longer be available to receive Program Deposits. If you have a Program Deposit with the removed Program Bank, Fidelity will transfer your Program Deposit from that Program Bank into the remaining Program Banks on your Account's Program Bank List as if you had opted out of that Program Bank. In the event that the Program Bank that is removed from the Program Bank List is your Primary Core Bank, then an available Program Bank on your Account's Program Bank List will be designated the Primary Core Bank.

Every Account must be assigned a Program Bank List with at least one available Program Bank. If the removal of a Program Bank combined with your election to opt out of one or more Program Banks results in your Account's Program Bank List having no available Program Banks, then you direct Fidelity to (i) void your opt-out election, (ii) assign as your Account's Primary Core Bank an available Program Bank on your Account's Program Bank List and (iii) transfer your Program Deposit from the removed Program Bank into your Account's Primary Core Bank as if you had opted out of the removed Program Bank.

### *Bank Status Changes*

In certain circumstances, a Program Bank that has been added to your Account will appear on your Program Bank List with a designation that indicates its status as "pending activation." A pending Program Bank will not be available to receive Program Deposits until the pending designation is removed (generally thirty [30] days from the date the Program Bank is added to your Account's Program Bank List). However, you may elect to opt out of a pending Program Bank at any time in accordance with the process described above.

Once the status of a Program Bank changes such that it is no longer *pending*, any cash balances in the Account's Primary Core Bank in excess of the Maximum Deposit Limit will be automatically swept into the newly available Program Bank in accordance with the Deposit methodology discussed above.

Likewise, if the status of a Program Bank changes such that it is no longer Unavailable or Opted Out, any cash balances in the Account's Primary Core Bank in excess of the Maximum Deposit Limit will be automatically swept into the newly unrestricted Program Bank in accordance with the Deposit methodology discussed above.

#### *Program Bank List Changes*

From time to time, Fidelity may decide that changes to the Program Bank List assigned to your Account and the Accounts of others who utilize the Program are necessary or warranted with respect to the Program. You will be notified of changes that affect the Program Bank List assigned to your Account. Notice will be provided to you in writing or through electronic communications, including through notifications on Account statements. Such notice will explain the changes, including a change that may affect the Primary Core Bank and how and approximately when such changes will be implemented. If the Program Bank List assigned to your Account changes, your Program Deposits will be withdrawn from the Program Banks on your current Program Bank List and redeposited at the Program Banks on your Account's revised Program Bank List in accordance with the Deposit methodology discussed above. Continued use of your Account and/or the Program after notice of a change to the Program Bank List will constitute your consent to such changes.

#### *Other Program Changes*

You will be notified in advance, whenever possible, of a change that affects your Account. However, in extraordinary circumstances including, but not limited to, situations where a Program Bank is unavailable or unwilling to take additional Program Deposits, a Program Bank's participation in the Program is terminated, or a Program Bank's ongoing viability may be in question, you direct Fidelity, without providing advance notice to you, to make an intraday change to the Program Bank List that will affect the Program Banks assigned to receive Program Deposits, to limit the amount of your Cash Balance that is swept into a Program Deposit Account, or to move your Cash Balance to another Program Bank. In the absence of an available Program Bank, any or all of the Cash Balances in your Account may be placed into another available core position. Your continued use of your Account after receiving notice of a change that affects your Account will constitute your consent to such change.

There may also be situations where your core position must be changed from the Sweep to another available core position. Upon receiving written notice of such change, unless you contact Fidelity and inform us otherwise within the time frame specified in the notice, you will be deemed to (i) consent to such change and (ii) direct Fidelity to withdraw your Program Deposits and place those funds in the new core position.

In the event that Fidelity either (i) places any or all of the Cash Balance in your Account in another available core position, or (ii) changes your core position, withdraws your Program Deposits, and places those funds in the new core position, such core position may not be eligible for FDIC insurance, but may be eligible for SIPC protection. Furthermore, Fidelity cannot guarantee any rate of return, including a return that is equal to or greater than your current return and you may receive a lower effective rate of return on the new core position. Fidelity may also receive different and potentially greater compensation in connection with the new core position than was originally the case.

Fidelity may add an affiliated bank to the list of Program Banks in the future, including making an affiliated bank the sole available Program Bank under the Program. Among the Program Banks, the parent company of Fidelity has a minority percentage, non-controlling interest in Leader Bank N.A.

**By signing the Account Application or instructing Fidelity to change your existing core position to the Sweep, you represent that you have received and read this Disclosure Statement. You further understand and consent to Fidelity changing your core position to a Fidelity money market mutual fund or another investment vehicle, should the need occur. You agree to hold Fidelity harmless for any actions that might result from such a change to your core position, including any lower or different rate of return that may be paid by the new core position.** You also direct Fidelity to liquidate your Cash Balances and terminate your participation in the Program in the event that you (i) establish a relationship with an independent third-party investment adviser who utilizes Fidelity and its affiliates for clearing and custody services and technology support or (ii) you wish to transfer or to otherwise use Fidelity's Portfolio Advisory Services. You further acknowledge and agree to allow Fidelity to share personal information about you, including such things as your name, Social Security number

or tax identification number, address, and date of birth, with certain entities that provide services to Fidelity in connection with the Program. These service providers, which include the Program Banks, will use such information solely to satisfy their own statutory or regulatory obligations, or obligations that attach to Fidelity.

### ***Access to Your Cash Balance***

You may only access your Cash Balance through your Account. You cannot access or withdraw your Program Deposit by contacting a Program Bank directly. Your Program Deposit may also be subject to legal process such as a levy or a garnishment delivered to Fidelity.

Your Program Deposit constitutes a direct obligation of the Bank to you and is not an obligation of Fidelity. Fidelity does not guarantee in any way the financial condition of the Program Banks. Under federal banking regulations, a Program Bank may exercise its right to require seven days' prior notice before permitting Program Deposits to be swept out of the Program Deposit Account. Your interest in a Program Deposit Account is not transferable.

### ***Deposit Accounts***

Fidelity is taking certain steps, including those outlined in this section, to help Program Banks manage the reserves that the Federal Reserve Board requires them to maintain against certain types of deposit accounts. These steps are in accordance with established banking laws, regulations, and practices.

Each Program Bank uses one of the following two deposit account structures, either (1) a master account with two linked legally separate sub-accounts: (a) an interest-bearing transaction sub-account, which may be a Negotiable Order of Withdrawal ("NOW" account) or a Demand Deposit Account ("DDA" account), referred to herein as a "Transaction" account, and (b) an interest-bearing savings deposit account, commonly referred to as a Money Market Deposit Account ("MMDA" account); or (2) legally separate linked Transaction and MMDA accounts. Regardless of whether the Bank utilizes structure (1) or (2) noted above, the accounts will be referred to throughout this document as, respectively, the "Transaction sub-account" and the "MMDA sub-account" and collectively the "sub-accounts," and Program Deposits at the Program Bank will be held in the sub-accounts. Interest will accrue on the combined balance of both sub-accounts at the same rate. The Program Administrator will allocate your Program Deposit (and those of each other Fidelity customer who participates in the Program) between the Transaction sub-account and the MMDA sub-account on a daily basis. You will not have an individual Transaction sub-account or MMDA sub-account at the Program Bank but, rather, your Program Deposit will be aggregated with the Program Deposits of other Fidelity customers who participate in the Program. For ease of reference, however, the portion of your Program Deposit that is allocated to the Transaction sub-account is referred to as "your" Transaction sub-account and the portion of your Program Deposit that is allocated to the MMDA sub-account is referred to as "your" MMDA sub-account. The aggregated sub-accounts at a Program Bank are referred to as the "omnibus Transaction sub-account" and the "omnibus MMDA sub-account." This will allow tracking and limitation of the number of withdrawals from your MMDA sub-account and, to the extent that Fidelity elects to limit such transfers from the omnibus MMDA sub-accounts that occur during any given statement cycle, will help ensure that the total number of either type of such withdrawals does not exceed the number permitted by law.

Under applicable Federal Reserve Board regulations, your Transaction sub-account is considered to be like a "transaction account" from which an unlimited number of transfers of funds (i.e., withdrawals) may be made. While there is no limit on the number of withdrawals that may be made from your Transaction sub-account, the only withdrawals that are permitted from your Transaction sub-account under the Program are (i) transfers to your MMDA sub-account (to the extent funds in your Transaction sub-account exceed any target balances that the Program Administrator and/or Program Bank may have established for that sub-account), and (ii) transfers from the Transaction sub-account to satisfy debits in your Account.

Conversely, under Federal Reserve Board regulations, your MMDA sub-account is considered to be like a "savings account" from which generally no more than six transfers of funds may be made per statement cycle. The only type of withdrawal that is permitted directly from your MMDA sub-account under the Program is a transfer to your Transaction sub-account (to fund transfers from your Transaction sub-account to satisfy debits in your Account or to maintain any target balance that the Program Administrator and/or the Program Bank may have established for your Transaction sub-account) and/or transfers of the remaining balance of your MMDA sub-account to the omnibus Transaction sub-account at a Program Bank during any given monthly statement cycle as discussed below.



Your Program Deposit will always be credited to your Transaction sub-account. However, to maximize the amount of funds that may be held in your MMDA sub-account, the Program Administrator and/or the Program Bank may from time to time establish a target balance for your Transaction sub-account. This target balance may be changed at any time and from time to time. To the extent funds in your Transaction sub-account exceed any such target balance, the excess will be transferred to your MMDA sub-account unless the maximum number of transfers from your MMDA sub-account or the omnibus MMDA sub-account at a Program Bank for that statement cycle have already occurred.

The target balance in your Transaction sub-account may be initially set by the Program Administrator at 100%, which would result in all funds being placed and retained in your Transaction sub-account until the Program Administrator changes the target balance, resulting in use of your MMDA sub-account, as described herein, at a later time.

Sweeps of the Program Deposit to satisfy debits in your Account will be made from your Transaction sub-account. If the amount to be swept exceeds the available balance in your Transaction sub-account, funds from your MMDA sub-account will be transferred to your Transaction sub-account (up to the full balance of available funds in your MMDA sub-account) to cover the shortfall (and to replenish any target balance that the Program Administrator and/or the Program Bank may have established for your Transaction sub-account). No more than six of these transfers from your MMDA sub-account to your Transaction sub-account are permitted per monthly statement cycle. If a sixth transfer is needed, it will be for the full balance of available funds in your MMDA sub-account (but not including accrued interest). In addition, Fidelity may elect to limit the number of transfers from the omnibus MMDA sub-account to the omnibus Transaction sub-account at a Program Bank to six per monthly statement cycle. If this limitation is imposed and a sixth such transfer is needed, it will be for the full balance of available funds in the omnibus MMDA sub-account at that Program Bank, which would result in all funds in your MMDA sub-account at that Program Bank being transferred to your Transaction sub-account and remaining there for the rest of that monthly statement cycle. In either case, at the beginning of the next monthly statement cycle, funds in your Transaction sub-account that exceed any target balance that the Program Administrator and/or Program Bank may have established for your Transaction sub-account will be transferred back to your MMDA sub-account.

Transfers between your Transaction and MMDA sub-accounts of the Program Deposit Account are managed automatically. **This process does not impact the interest rate earned on your Program Deposit and it does not affect the number of withdrawals you can make from your Account.**

### *Statements and Confirmations*

The statement for your Account will (i) indicate your balance in your core account as well as your Program Deposit balance at each Program Bank as of the last business day of each monthly statement period, (ii) detail sweeps to and from your core account during the statement period, and (iii) reflect interest accrued on Program Deposits at each Program Bank separately. This information is provided in lieu of separate confirmations for each sweep into and from a Program Deposit Account. Transfers between your MMDA and Transaction sub-accounts will not be reflected in your Account statements. Because you are responsible for monitoring the total amount of your deposits at a Program Bank (including any Program Deposit held at such Program Bank and all deposits you may make at a Program Bank outside the Program) in order to determine the extent of FDIC insurance coverage available, you should carefully consider whether any change to a Program Bank utilized for your Account has an impact on your deposit insurance coverage.

## Interest Rates

Each Program Bank that holds your Program Deposits will pay you the same rate of interest on funds in your Transaction sub-account and your MMDA sub-account.

Interest rates may vary depending on the type of Account (IRA or HSA). Program Banks may participate in the Program in connection with both IRAs and HSAs. Account owners maintaining both an IRA and an HSA may have Program Deposits at the same Program Bank as a result of utilizing the Program in connection with both Accounts and may be paid different interest rates by the same bank on each Account. The interest rate paid by a Program Bank may also be different from that paid by the same Program Bank in connection with similar programs offered to account owners who maintain Other Accounts with Fidelity.



## *IRAs*

The interest rate paid on your Program Deposit will be set and effective on each Set Point. On each Set Point, the current rates and annual percentage yields (APYs) for Program Deposits will be available at [Fidelity.com /IRACoreRates](https://www.fidelity.com/IRACoreRates) or by calling a Fidelity Representative. The foregoing notwithstanding, there is no requirement that the interest rate change on a given Set Point (i.e., interest rates may remain constant over the course of multiple Set Points). Your continued use of your Account and/or the Program after publication of the rates as described above will constitute your consent to the rate. The interest rate may change between Set Points only if the change results in a higher interest rate being paid to all customers who maintain the same type of Account (e.g., all IRAs), in which case revised rates will be published as described above.

## *HSA*s

The interest rate paid on your Program Deposit will be set and effective on each Set Point. On each Set Point, the current rates and annual percentage yields (APYs) for Program Deposits will be available at [Fidelity.com /HSACoreRates](https://www.fidelity.com/HSACoreRates) or by calling a Fidelity Representative. The foregoing notwithstanding, there is no requirement that the interest rate change on a given Set Point (i.e., interest rates may remain constant over the course of multiple Set Points). Your continued use of your Account and/or the Program after publication of the rates as described above will constitute your consent to the rate. The interest rate may change between Set Points only if the change results in a higher interest rate being paid to all customers who maintain the same type of Account (e.g., all HSAs), in which case revised rates will be published as described above.

A calendar of scheduled FOMC meetings can be found at the website of the Board of Governors of the Federal Reserve <https://www.federalreserve.gov/monetarypolicy/fomccalendars.htm>.

Over any given period, the interest rates on your Program Deposits may be lower than the rate of return on similar non-FDIC-insured investments or deposit accounts offered outside of the Program, including deposit accounts held directly with a Program Bank.

Program Deposits begin earning interest on the day they are received by the Bank and stop accruing interest on the day they are withdrawn. Interest on your Program Deposit is accrued daily, compounded monthly, and reflected on your Account statement.

To compare current rates of return between the Sweep and non-FDIC-insured options available at Fidelity, please visit [Fidelity.com/IRACoreRates](https://www.fidelity.com/IRACoreRates) for IRA rates or [Fidelity.com/HSACoreRates](https://www.fidelity.com/HSACoreRates) for HSA rates or call a Fidelity Representative.

You understand that by continuing to maintain your Account and/or continuing to utilize the Program without objecting to any change in terms and conditions contained in this document, including a change to these interest rate tables, you are agreeing to be legally bound by such new terms and conditions. If required by applicable law, we will provide you with prior notice of changes to these terms and conditions.

## **FDIC Insurance Coverage/SIPC Protection**

Your Program Deposit, together with any non-Program deposits you may have at the same Program Bank, which include deposits arising in connection with similar programs offered to account owners who maintain Other Accounts with Fidelity, as well as savings and checking accounts, money market deposit accounts, and CDs issued directly to you by the Program Bank, are insured by the FDIC, an independent agency of the U.S. government, up to a standard maximum amount in accordance with the rules of the FDIC. The applicable FDIC insurance limit depends on the ownership capacity in which you hold the Program Deposit, and the relevant limit will be applied to all deposits (including Program Deposits and non-Program deposits) held in the same ownership capacity by you at the same Program Bank. Deposits held in different ownership capacities, as provided in FDIC rules, are insured separately. Single ownership accounts are insured up to \$250,000 and each co-owner's share of joint accounts is insured up to \$250,000. For retirement accounts such as IRAs, the limit is typically \$250,000. HSAs, unless they possess special features, are considered to be held in the same right and capacity as other single ownership accounts of a depositor, and are combined with such other single ownership accounts, for the purpose of applying the \$250,000 maximum limit. Special rules apply to insurance of trust deposits. **If you have both a Program Deposit and non-Program deposits at the same Program Bank held in the same right and legal capacity as your Program Deposit, you must aggregate all such deposits with your**

**Program Deposit for purposes of determining FDIC coverage. If your total funds on deposit at a Program Bank exceed the applicable FDIC insurance limit, the FDIC will not insure your funds in excess of the limit.**

For more information, please visit [fdic.gov](http://fdic.gov) or call 877-ASK-FDIC (877-275-3342).

Program Deposits (principal and accrued interest) at each Program Bank are eligible for FDIC insurance up to the applicable limits. **Fidelity is not responsible for monitoring the amount of your Program Deposit in any Program Bank to determine whether it exceeds the limit of available FDIC insurance. You are responsible for monitoring the total amount of your assets on deposit with each Program Bank (including amounts in other accounts at that Program Bank held in the same right and legal capacity) in order to determine the extent of deposit insurance coverage available to you on those deposits, including your Program Deposit.**

If you expect to have total deposits at any Program Bank (including your Program Deposit and non-Program deposits) that exceed FDIC insurance coverage limits, you should carefully consider whether you should arrange for other investment options for amounts in excess of such coverage, in order to reduce your investment risk. Fidelity will not be responsible for any insured or uninsured portion of your Program Deposit. In the event that federal deposit insurance payments should become necessary, payments of FDIC-insured principal plus unpaid and accrued interest will be made to you by the FDIC. There is no specific time period during which the FDIC must make insurance payments available to you and you may experience a significant delay in accessing your Program Deposits in the event that it becomes necessary for the FDIC to make such payments. You may be required to provide certain documentation to the FDIC and Fidelity before insurance payments are made.

Any securities held in your Account (as opposed to the Program Deposit) are investment products and as such (i) are not insured by the FDIC, (ii) carry no Bank or government guarantees, and (iii) have associated risks. By investing in securities you can lose your money, including the principal amount you invested. Securities held at Fidelity (as well as funds held at Fidelity and not at a Program Bank) are covered by SIPC. SIPC currently protects these funds and securities up to \$500,000, including \$250,000 for claims for cash. SIPC coverage does not cover fluctuations in the market value of your investments. Your Cash Balance is only eligible for FDIC insurance once it becomes a Program Deposit held by a Program Bank. Your Cash Balance while held by Fidelity and in transit to or from a Program Bank is not FDIC-insured but is covered by SIPC. For more information regarding FDIC insurance, please consult [fdic.gov](http://fdic.gov). For more information regarding SIPC coverage, or to request the SIPC brochure, please consult [sipc.org](http://sipc.org) or call 202-371-8300.

If your Cash Balance is invested in a core position other than the Sweep, such as a Fidelity money market mutual fund or other available investment vehicle, your core position will not be eligible for FDIC insurance, but may be protected by SIPC in accordance with applicable legal requirements and limitations.

## Relationship Between Fidelity and Others

Under the Program, Fidelity serves as your broker, maintains your IRA or HSA Account, and provides certain services to you in connection therewith. Fidelity Management Trust Company (FMTC) or Fidelity Personal Trust Company, FSB ("FPTC") (as the case may be depending on the type of Account) serves as the IRA or HSA Custodian of your Account. NFS, in turn, acts as agent on behalf of FMTC or FPTC (as the case may be depending on the type of Account) in establishing an interest-bearing omnibus Program Deposit Account at a Program Bank, sweeping the Cash Balance in your Account to and from the Program Deposit Account. The Program Administrator provides certain recordkeeping, technology, and consulting services to Fidelity and the Program Banks with respect to the allocation of funds between your Transaction and MMDA sub-accounts as referenced in the "Deposit Accounts" section of this Disclosure Statement.

Fidelity may be a customer of the Program Administrator or a Program Bank and may have other financial interactions with the Program Administrator or a Program Bank. Additionally, the Program Administrator may also be a Program Bank. Finally, Fidelity may in the future designate one of its affiliates as the Program Administrator or a Program Bank or both. Fees paid to Fidelity and the Program Administrator in connection with administering the Program are described below in the section entitled "Benefits to Fidelity and Others."

Among the Program Banks, the parent company of Fidelity has a minority percentage, non-controlling interest in Leader Bank N.A. affiliate.

### *Benefits to Fidelity and Others*

Fidelity receives a fee from each Program Bank in connection with the Program that is typically based on the average aggregate daily Program Deposits held by each Program Bank. The fee paid to Fidelity will vary from Program Bank to Program Bank and will generally increase as the aggregate amount on deposit with the Program Bank increases. The fee paid to Fidelity by the same Program Bank in connection with this Program may be different for IRAs and HSAs. The fee paid to Fidelity by such Program Bank may also be different from that paid by the same Program Bank in connection with similar programs offered to account owners who maintain Other Accounts with Fidelity.

The fee paid to Fidelity by each Program Bank may vary over time and may range up to an annualized rate equivalent to 4% of all IRA and HSA Program Deposits at that Program Bank. Fidelity may from time to time reduce or waive all or a portion of the fee the Program Bank is otherwise obligated to pay. You will receive notification of any increase in the fee above 4%.

The fee paid to Fidelity by each Program Bank, which is a function of the "Rate" (as described below) and the interest rate (as described above), is established by Fidelity in accordance with Fidelity's agreement with each Program Bank. The fee is calculated by multiplying the Program Deposits (or, in some cases, all or a portion of the Program Deposits held in each of the MMDA and Transaction sub-accounts) at a Program Bank by that Bank's "Rate" and then subtracting total interest paid by the Program Bank to accounts with Program Deposits at that Program Bank. The "Interest Rates" section above describes how the interest rate is determined. The total interest paid by the Program Bank will depend in part on the number of accounts with Program Deposits at that Program Bank as well as the level of Program Deposit balances at the Program Bank. The Rate is determined by Fidelity's contract with each Program Bank, and will vary depending on the identity of the Program Bank, but will generally be tied to the Federal Funds Effective Rate (FFE) or Federal Funds Target Rate (FFT). Depending on the Program Bank, the Rate may be tiered based on the level of Program Deposits and may span a spectrum of up to 0.75% above or below FFE or FFT.

For the provision of certain services in connection with the Program, including technology and accounting services and assistance in compliance with regulatory requirements, the Program Administrator will receive an annual fee from Fidelity equivalent to 0.010% of the aggregate daily balance of all Program Deposits up to a fixed cap. In addition, the Program Administrator will assist Fidelity with identifying new Program Banks to participate in the Program. For such assistance, the Program Administrator will receive a fee from Fidelity that will range from 0.010% to 0.020% of such Program Bank's Deposit Limit. These fees may be negotiated periodically. If the Program Administrator is also a Program Bank, the fee paid to Fidelity by the Program Bank and the service fee Fidelity pays the Program Administrator are separate and distinct and unrelated to one another.

The Program Banks use Program Deposits to fund current and new lending and for investment activities. The Program Banks earn net income from the difference between the interest they pay on Program Deposits and the fees paid to Fidelity and the income they earn on loans, investments, and other assets. As noted above, the Program Banks may pay rates of interest on Program Deposits that are lower than prevailing market interest rates or rates on deposit accounts opened directly with such Program Bank. Fidelity may also receive benefits in the form of dividends or profits due to the participation of Leader Bank N.A. as a Program Bank.

## **Money Market Mutual Fund Overflow**

Certain events will result in the sweeping of Cash Balances into a money market mutual fund instead of Program Banks—this feature is called the Money Market Mutual Fund Overflow ("Money Market Overflow"). The events for sweeping of funds into the Money Market Overflow may include:

- 1) If customers deposit Cash Balances beyond the Maximum Deposit Limit at each available Program Bank on their Program Bank List, any remaining uninsured Cash Balances will then be swept into the Money Market Overflow.
- 2) If the Program does not have sufficient deposit capacity to accept deposits, or a Program Bank (or Banks) reduces the deposit capacity available to the Program, any Cash Balances that cannot be placed at a Program Bank(s) will then be swept into the Money Market Overflow.

The enhanced sweep process between your Account, the Program Deposit Account, and the Money Market Overflow is referred to together as the "Program" and may also be included in the definition of your "Core Account." The Class S of the Fidelity Government Money Market Fund is the money market mutual fund share class that will be utilized for the Money Market Overflow (the "Money Market Overflow Fund").

**Summary:** Balances will sweep into the Program Banks as described above in the "How the Program Works" section. If, however, there are balances over the Maximum Deposit Limit in the Primary Core Bank, in connection with the Morning Bank Sweep, or if the Program Banks are unwilling or unable to accept funds, these funds will be swept to the Money Market Overflow rather than the Primary Core Bank.

Beginning with your Primary Core Bank, your Program Deposit is also automatically "swept out of" a Program Deposit Account as necessary to satisfy debits in your Account. However, in the event you have Cash Balances in the Money Market Overflow, the Cash Balances will first be debited from the Money Market Overflow Fund, then from your Primary Core Bank, and then from the additional Program banks in your list.

Debits in your Account associated with certain actual or anticipated transactions in your Account during the business day will be settled using proceeds from the redemption of shares of the Money Market Overflow Fund (if any) first, then withdrawal of Program Deposits that are swept out on such business day. Other debits will be settled using proceeds from redemption of any shares of the Money Market Overflow Fund (if any) first, then the withdrawal of Program Deposits that are swept out on the next business day.

In the event that additional capacity becomes available at the Program Banks, any Cash balances in the Money Market Overflow Fund will remain, and will not automatically be transferred or rebalanced into newly open and/or available Program Banks. Other than being used to satisfy debits or withdrawals in the account, funds will remain in the Money Market Overflow.

**To view Money Market Overflow balances, if applicable:** Log in to your Account, navigate to the "Positions" tab, and then click the "Core\*\*" link. There you will be provided with the Money Market Overflow balances, if any.

**Rate of return for Cash Balances held in the Money Market Overflow:** In the event there is a Cash Balance held in the Money Market Overflow, the rate of return for a money market fund is typically shown for a seven-day period. It is typically expressed as an annual percentage rate. It is referred to as the "7-day yield" and may change at any time based on the performance of the investments held by the money market fund and other factors. The effective yield on a money market fund reflects the effect of compounding of interest over a one-year period.

In general, a money market mutual fund earns interest, dividends, and other income from its investments, and distributes this income (less expenses) to shareholders as dividends. Each fund may also realize capital gains from its investments, and distributes these gains (less losses), if any, to shareholders as capital gain distributions.

Distributions from a money market fund consist primarily of dividends. A money market fund normally declares dividends daily and pays them monthly. Funds held in the Money Market Overflow begin earning the dividend accruals on the day they are received by the Money Market Overflow Fund and stop accruing dividends on the day they are withdrawn. For additional information on returns of the Money Market Overflow Fund, see the fund's prospectus.

**Statements:** The statement for your Account will (i) indicate your balance in your core account including your Program Deposit balance at each Program Bank and Money Market Overflow (if applicable) as of the last business day of each monthly statement period, (ii) detail sweeps to and from your core account during the statement period, and (iii) reflect the rate of return for the Program Banks and Money Market Overflow (if applicable). This information is provided in lieu of separate confirmations.

**Insurance:** If funds are swept from a Program Deposit Account into the Money Market Overflow, such funds will no longer be eligible for FDIC insurance but will be subject to SIPC protection, up to certain limits as further described in the section titled "FDIC Insurance Coverage/SIPC Protection" above. More details about the Money Market Overflow Fund can be found in the Money Market Overflow Fund's prospectus, which will be made available to you when applicable.

**Rebalance Event:** From time to time, and as part of the management of the Program, if additional deposit capacity becomes available at a Program Bank(s), Fidelity may periodically sweep funds out of the Money Market Overflow and to Banks on your Program Bank List to be held as a Program Deposit (a "Rebalance Event"). You

will be notified in advance of any Rebalance Event. Notice will be provided to you in writing or through electronic communications, including through notifications on your Account statements. Such notice will inform you of any upcoming Rebalance Event and any change that may affect the Primary Core Bank, or your bank list. In addition, the notice will inform you of approximately when such Rebalance Event will be implemented. Continued use of your Account and/or the Program after notice of a Rebalance Event will constitute your consent to such an event and the changes described therein.

The Money Market Overflow Fund is a money market mutual fund offered by Fidelity Management and Research Company ("FMR Co."). FMR Co. will receive management and other fees for assets held in the Money Market Overflow Fund, as more fully described in the fund's prospectus.



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## Fidelity Individual Retirement Account (IRA) Program Bank List

Customers may obtain the benefits of FDIC insurance eligibility\* in a Fidelity IRA through the FDIC-Insured Deposit Sweep Program and the Program Banks listed below. If you open a new IRA and select the FDIC-Insured Deposit Sweep as your core position,<sup>1</sup> the available Cash Balance will be held on your behalf at one or more of the Program Banks assigned to your account.<sup>2</sup> Once at a bank, your Cash Balance will be eligible for FDIC insurance coverage up to the applicable limits.<sup>3</sup>

If you utilize the FDIC-Insured Deposit Sweep as your core position, Fidelity will assign a Program Bank List to your account in accordance with the methodology described in the FDIC-Insured Deposit Sweep Program Disclosure based upon the Master Program Bank List noted below. The banks on the list will be eligible to receive your Cash Balances unless you contact us to change to another Program Bank List, if one is available, or to opt out of specific banks on the list. To see the Program Bank List that has been assigned to your account, please log in to your account at Fidelity.com, click on the Positions tab, then the "Cash" link, then the link for "FDIC Program Banks."

### IRA Master Program Bank List<sup>4</sup>

1. Fifth Third Bank	14. Webster Bank, N.A.
2. Truist Bank	15. UMB Bank, N.A.
3. Wells Fargo Bank, N.A.	16. Fulton Bank, N.A.
4. Citibank, N.A.	17. Discover Bank
5. Associated Bank, N.A.	18. First Horizon Bank
6. CIBC Bank USA	19. Goldman Sachs Bank USA
7. The Bank of New York Mellon	20. JP Morgan Chase Bank, N.A.
8. U.S. Bank, N.A.	21. Santander Bank, N.A.
9. Huntington National Bank	22. Morgan Stanley Bank, N.A.
10. Bank of Oklahoma	23. Morgan Stanley Private Bank, N.A.
11. Citizens Bank, N.A.	24. Leader Bank, N.A.
12. Banc of California (formerly Pacific Western Bank)	25. Flagstar Bank, N.A.
13. HSBC Bank USA	

Information is current as of March 1, 2024

### Money Market Mutual Fund Overflow

The Money Market Mutual Fund Overflow ("Money Market Overflow") is a component of the FDIC Sweep Program which provides that, for cash balances that exceed FDIC insurance coverage limits, or cannot be swept to a Program Bank due to either a lack of bank capacity or unavailability of FDIC insurance, your funds will instead be swept into the Money Market Overflow feature. Funds swept into the Money Market Overflow will be held in the Fidelity® Government Money Market Fund Class S.

Once your funds are placed in the Money Market Overflow fund, these funds will be the first funds that are used to settle any debits or withdrawals from your account.

Note: Funds held in the Money Market Overflow are not FDIC insured. The Money Market Overflow is not available for purchase as a stand-alone investment but is a component of the FDIC-Insured Deposit Sweep Program.

Please see the FDIC-Insured Deposit Sweep Program Disclosure for more details.

In certain unusual circumstances, the Master Program Bank List shown above may not be current, but up-to-date information is always available online at Fidelity.com/IRACoreBanks, or by calling a Fidelity Representative at 800-544-6666.

Fidelity will manage the movement of money between Fidelity and the Program Banks assigned to your account; this will occur automatically whenever you make deposits, execute transactions, or withdraw money from your IRA. To learn more, please review the FDIC-Insured Deposit Sweep Program Disclosures. You may call a Fidelity Representative at 800-544-6666 if you have any questions regarding the Program Banks.

*You are responsible for monitoring the total amount of your assets on deposit with a Program Bank (including amounts in other accounts at that bank held in the same right and legal capacity) in order to determine the extent of FDIC deposit insurance coverage available to you on those deposits, including your Cash Balance held at the Program Bank.*



**You could lose money by investing in a money market fund. Although the fund seeks to preserve the value of your 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. Fidelity Investments and its affiliates, the fund's sponsor, is not required to reimburse money market funds for losses, and you 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 your shares.

\*Visit [FDIC.gov](https://www.fdic.gov) for more details regarding FDIC insurance coverage.

<sup>1</sup>The FDIC-Insured Deposit Sweep core position is available with traditional, Roth, rollover, SEP, and SIMPLE IRAs. The core position for all inherited IRAs can be either Fidelity® Government Money Market Fund or Fidelity® Government Cash Reserves.

<sup>2</sup>You may access your Cash Balance only through your Fidelity IRA. You cannot access or withdraw the Cash Balance by directly contacting the Program Bank.

<sup>3</sup>Under the Fidelity FDIC-Insured Deposit Sweep Program, the uninvested cash balance is swept into an FDIC-Insured interest-bearing account at one or more program banks and, under certain circumstances, a Money Market mutual fund (the "Money Market Overflow"). The deposits swept into the program bank(s) are eligible for FDIC insurance, subject to FDIC insurance coverage limits. Balances that are swept to the Money Market Overflow are not eligible for FDIC insurance but are eligible for SIPC coverage under SIPC rules. All assets of the account holder at the depository institution will generally be counted toward the aggregate limit. For more information about FDIC insurance coverage, please visit the FDIC website at [FDIC.gov](https://www.fdic.gov) or call 877-ASK-FDIC. As referenced in the *FDIC-Insured Deposit Sweep Program Disclosures*, customers are responsible for monitoring their total assets at a Program Bank to determine the extent of available FDIC insurance. All FDIC insurance coverage is in accordance with FDIC rules.

<sup>4</sup>This is the current list of Program Banks to which Fidelity may elect to sweep your Cash Balance. In the event that your total assets at a Program Bank (including assets that you hold with the bank outside the FDIC-Insured Deposit Sweep Program) exceed the FDIC insurance limits, you may contact Fidelity to change to a different Program Bank List if one is available. Fidelity maintains the right to change the Program Bank List that is assigned to your account at any time. If a change is made to the Program Bank List assigned to your account, Fidelity will notify you in writing of that change through your statement or a confirmation notice. Although Fidelity cannot guarantee the financial health or stability of the Program Banks, it has made diligent efforts to select banks that are financially sound, have a good business reputation, and are in good standing with the FDIC and other bank regulatory bodies.

The parent company of Fidelity has a minority percentage, noncontrolling interest in Leader Bank, N.A.



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