



## 2. Separate Account Information

List each Separate Account Manager (SAM) to be designated as agent on a Separate Account. Obtain product G Number(s) from SAM, other information from Fidelity Separate Account Network (SAN) Spreadsheet.

For all Separate Accounts, mutual fund dividend and capital gain distributions will be reinvested, and all other dividends and interest will be paid to the core account. **Managers of separately managed accounts have trading authority and authority to exercise corporate actions for the Separate Account they manage but do not have the authority to move assets in and out of any account.**

By checking one or more boxes under "Proxies" or "Prospectuses and Reports," you direct Fidelity to forward all proxy voting materials, annual reports, information statements, and prospectuses for each Separate Account to you or to the SAM for that account. If you choose to send this information to the SAM, you also direct Fidelity to accept votes regarding these proxies from your SAM.

**IF YOU WANT TO USE THE EXISTING ACCOUNT, INPUT THE ACCOUNT #.**  
**IF YOU WANT A NEW ACCOUNT, LEAVE THIS BLANK.**

SAM Name		Fidelity Separately Managed Account G#	Pricing Code <i>if applicable</i>
		G	
SAM Product Name		SAM Product G Number	
		G	

Fidelity Account Number	<b>Prospectuses and Reports</b> <input type="checkbox"/> Send to SAM for this Account <b>OR</b> <input type="checkbox"/> Send to Me <b>Proxies</b> <input type="checkbox"/> Send to SAM for this Account <b>OR</b> <input type="checkbox"/> Send to Me
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SAM Name		Fidelity Separately Managed Account G#	Pricing Code <i>if applicable</i>
		G	
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		G	

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Fidelity Account Number	<b>Prospectuses and Reports</b> <input type="checkbox"/> Send to SAM for this Account <b>OR</b> <input type="checkbox"/> Send to Me <b>Proxies</b> <input type="checkbox"/> Send to SAM for this Account <b>OR</b> <input type="checkbox"/> Send to Me
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SAM Name		Fidelity Separately Managed Account G#	Pricing Code <i>if applicable</i>
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### 3. Prime Brokerage

Authorizes Fidelity to act as the prime broker in cases where an Authorized agent/Advisor or SAM chooses to execute trades away from Fidelity. All accounts opened with this application will have Prime Brokerage unless you check the box below. See the Retirement Account Client Agreement for Managed Accounts and the Prime Brokerage Services Agreement for Managed Accounts for more information

Check only if you do NOT want this feature.

DO NOT Include Prime Brokerage on these accounts.

### 4. Signatures and Dates *Form cannot be processed without signatures and dates.*

To help the government fight money laundering and the funding of terrorism, federal law requires Fidelity to obtain your name, date of birth, address, and a government-issued identification number before opening your account, and to verify the information. In certain circumstances, Fidelity may obtain and verify comparable information for any person authorized to make transactions in an account or beneficial owners of certain entities. Further documentation is required for certain entities such as trusts, estates, corporations, partnerships, and other organizations. Your account may be restricted or closed if Fidelity cannot obtain and verify this information. Fidelity will not be responsible for any losses or damages (including, but not limited to, lost opportunities) that may result if your account is restricted or closed.

For purposes of this agreement, each account opened with this Addendum is a separately managed brokerage account linked to your Primary Retirement Account (the "Separate Account(s)"). A separate account manager (SAM) manages a Separate Account and is not considered an Authorized agent/ Advisor. By signing below, you acknowledge and agree that:

- You are asking Fidelity to establish the Separate Accounts in your name as described in this Addendum, you understand that this Addendum becomes effective when delivered to and accepted by Fidelity, and you are aware that acceptance of your Addendum will be acknowledged in writing.
- You are at least 18 years of age, of full legal age in the state in which you reside, and fully authorized to apply for these accounts.
- All information about you is true, accurate, and complete to the fullest extent of your knowledge, including information about securities industry affiliations, which you answer under penalties of perjury.
- You understand, by adding this feature to your Retirement Account, that all contributions, if applicable, and distributions must be requested and processed solely from your Primary Retirement Account.
- You understand that any year-end tax reporting provided by Fidelity with respect to your Retirement Account and all Separate Accounts established with this Addendum and pursuant to the Retirement Account Client Agreement for Managed Accounts, must be aggregated and reported at the Plan level, as applicable.

- If this feature is being added to a Fidelity Retirement Plan account, you further understand and agree that you and/or the Plan Sponsor are responsible for any IRS Form 5500 tax reporting required pursuant to all applicable IRS rules for your Retirement Plan Account and for each Separate Account held under this agreement.
- The terms and conditions set forth in this Addendum, the Retirement Account Client Agreement for Managed Accounts and the Retirement Plan's governing document(s), which are the Premiere Select IRA Custodial Agreement, the Premiere Select Roth IRA Custodial Agreement, the Fidelity SIMPLE IRA Plan Custodial Agreement, or the Fidelity Retirement Plan Document, as applicable, govern your Retirement Account. Your Authorized agent/Advisor has provided you with a complete copy of the Retirement Account Client Agreement for Managed Accounts and you have read, understood and agree to terms as they are today and as they may be amended in the future, including, but not limited to:
  - your commitments to Fidelity
  - your authorizations and statements concerning your Authorized agent(s)/ Advisor(s) and SAMs, including your agreement to grant discretion (as described in a written advisory contract)
  - the policies governing your accounts and any optional features you may have requested, such as options trading
  - your agreement to indemnify us
  - our policies on gathering information and recording phone calls
  - our privacy policy and other notices and disclosures
- You grant your SAMs trading authorization as indicated above, and agree that Fidelity may accept instructions on your Separate Accounts (such as orders to buy and sell securities) from your SAMs.
- As with your Primary Retirement Account, you understand that Fidelity Management Trust Company, or any successor thereof, will remain as custodian for your Separate Accounts which are a part of your IRA(s) or as trustee for Separate Accounts associated that your Fidelity Retirement Plan Account(s), as applicable, and Fidelity Brokerage Services LLC and National Financial Services LLC will perform certain administrative services.

- With respect to the fees associated with your accounts:
  - you authorize your Authorized agent(s)/ Advisor(s) to negotiate the fees you pay for their services and Fidelity's services
  - you authorize each SAM to negotiate the fees you pay for their services
  - you have reviewed the investment advisory fees with your Authorized agent(s)/ Advisor(s) and all other fees applicable to your Retirement Plan Account and you believe the fees are reasonable for the services provided. If this is a Fidelity Retirement Plan and you are a participant and not the plan sponsor, you understand and hereby certify that the plan sponsor is aware of and has reviewed any fees associated with this account arrangement. You also agree to provide the plan sponsor with a summary of all fees associated with your account(s), as the plan sponsor has an obligation to review fees and services under the plan and determine that they are reasonable with respect to the services provided.
  - you authorize Fidelity to accept instructions from your Authorized agent(s)/Advisor(s), and from your SAMs to deduct their fees directly from the applicable accounts
  - you authorize brokerage commissions and termination fees to be deducted from your account (see the Retirement Account Client Agreement for Managed Accounts for more complete information on fees)
- Your Authorized agent(s)/Advisor(s) and SAMs will have access to tax reporting information about your accounts. SAMs will have access to tax reporting information only for the Separate Account(s) that each SAM manages.
- You will notify Fidelity in writing of any material changes to any designation or authorization you have granted to your Authorized agent(s)/Advisor(s); or to any representations you have made to Fidelity concerning your Authorized agent(s)/ Advisor(s) and SAMs, and understand that any changes in account features or instructions (including changes of beneficiary or the rescinding of authorizations) will be effective as soon as Fidelity receives written notice from you in a form and manner acceptable to Fidelity.

*continued on next page*

## 4. Signatures and Dates *continued*

- Fidelity is not affiliated with your Authorized agent(s)/Advisor(s) or SAMs.
- Fidelity will act only on authorized instructions and has no responsibility to monitor or review your accounts, to determine the suitability of any investment, or to judge the appropriateness of any instruction placed on your Retirement Account, including your Primary Retirement Account and any Separate Accounts so long as it appears to be authorized. You can revoke this authorization at any time by giving written notice to Fidelity.
- You understand that all transactions and instructions related to your account are subject to Fidelity's policies and procedures which may result in Fidelity's refusal to accept or execute any order, instruction or transfer related to your account for any reason at any time in its sole discretion.
- Any beneficiary designation for your Primary Retirement Account will also apply to your Separate Accounts established with this Addendum. Pursuant to your Retirement Account governing documents, if you do not designate beneficiary(ies), your beneficiary will be your surviving spouse or, if you do not have a surviving spouse, your estate. However, if your Primary Retirement Account is an Inherited IRA and you do not designate beneficiary(ies), your beneficiary will be your estate. Beneficiary designations are not applicable to Inherited IRAs held by minors, trusts, and estates.
- If your Primary Retirement Account is a SIMPLE IRA, you hereby acknowledge and understand that your Fidelity SIMPLE IRA is for your benefit to exclusively receive contributions under your employer's SIMPLE IRA plan.
- You instruct Fidelity to grant your primary Authorized agent/Advisor a limited power of attorney to replace SAMs and to establish new Separate Accounts for additional SAMs, with these accounts having the same features, authorizations, and registrations as those initially established with this Addendum, or as subsequently amended.
- You grant each SAM the right to receive duplicate account statements, trade confirmations, and any other account information, electronically or via paper, for its designated Separate Account.
- Unless you indicate otherwise you authorize Fidelity to establish prime brokerage relationships and process transactions under them, as directed by each SAM.
- You authorize Fidelity to consolidate the statement information for all Separate Accounts that are a part of your Retirement Account onto a single statement mailed to the address of record.
- Any mutual fund or other investment company in which your Retirement Account including any Separate Accounts may be invested is not a bank and is not backed or guaranteed by any bank or insured by the FDIC.

<p><i>These accounts are governed by a pre-dispute arbitration clause, which appears on the last page of the Retirement Account Client Agreement for Managed Accounts, and you acknowledge that you have received a copy of this clause.</i></p>	<p>By signing below, you make the following certifications:</p> <p>If I am a U.S. citizen, U.S. resident alien or other U.S. person, I certify under penalties of perjury that: (1) the Social Security Number or Taxpayer Identification Number that I provided on this application is correct (or I am waiting for a number to be issued to me); and (2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding for failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and (3) I am a U.S. citizen or other U.S. person, including a U.S. resident alien.</p> <p><input type="checkbox"/> If you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return, you must either (i) cross out item 2 above or (ii) if submitting this application electronically, check this box to indicate that you do not certify item 2 above.</p> <p>If I am not a U.S. citizen, U.S. resident alien or other U.S. person, I am submitting the applicable Form W-8 with this form to certify my foreign status and, if applicable, claim tax treaty benefits.</p>
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Print Retirement Account Owner Name <i>First, M.I., Last</i>	
Retirement Account Owner Signature	Date <i>MM - DD - YYYY</i>
<b>SIGN</b> ▶	▶

### For Fidelity Retirement Plans ONLY

By signing below, the Plan Sponsor hereby represents that it has the authority to authorize the establishment of separately managed accounts, the "Separate Accounts" under the Retirement Plan. Further, the Plan Sponsor authorizes the participant named on this Addendum to enter into a separate agreement with his/her Primary Authorized agent/Advisor to add the features of Separate Account(s) and authorizes Fidelity to act upon this agreement as directed herein. The Plan Sponsor understands and agrees to be responsible for tax reporting for the plan, such as IRS Form 5500, pursuant to applicable IRS rules. Further, the Plan Sponsor has considered and determined that acting upon this direction is appropriate and in accordance with any applicable terms of the Plan, and that the fees agreed to by the participant are reasonable in light of the services provided.

Print Plan Administrator Name <i>First, M.I., Last</i>	
Plan Administrator Signature	Date <i>MM - DD - YYYY</i>
<b>SIGN</b> ▶	▶

Fidelity Brokerage Services LLC, Member NYSE, SIPC

1.908519.103 - 549153.3.0 (06/13)

# Retirement Account Client Agreement for Managed Accounts

To: Fidelity Brokerage Services LLC ("FBS") and National Financial Services LLC ("NFS," together with FBS, "Fidelity" or "You").

In consideration of Fidelity opening an account as a Primary Retirement Account, defined below, and/or one or more accounts as Separately Managed Accounts (the "Separate Account(s)"), also defined below, pursuant to which I and/or my Authorized agent(s)/Advisor(s) select one or more Separate Account Managers (SAMs) who manage certain assets that I may invest from time to time, as part of my Premiere Select® Traditional IRA, Premiere Select Rollover IRA, Premiere Select SEP-IRA, Premiere Select Roth IRA, Premiere Select Inherited IRA, Fidelity SIMPLE IRA and/or Fidelity Retirement Plan, including Self-Employed 401(k) ("Retirement Accounts") on my behalf, I represent and agree as follows:

1. Upon approval by Fidelity, I understand that Fidelity will maintain Separate Accounts, linked to my Primary Retirement Account and buy, sell or exchange securities or other products in accordance with instructions from me or my Authorized agent(s)/Advisor(s) and/or SAM(s). I understand that this Retirement Account Client Agreement for Managed Accounts received with my Retirement Account/ Separately Managed Account Addendum ("Addendum"), along with my Retirement Account's governing documents, govern my Primary Retirement Account and my associated Separate Accounts, which together are my Retirement Account established under this Agreement, and my relationship with Fidelity and its affiliates. Without limiting any other provisions of this Agreement, I understand and agree that as among me, my Authorized agent(s)/ Advisor(s) and/or SAM(s) and Fidelity:

- I understand that my Retirement Accounts may include multiple like-registered IRAs or Retirement Plan accounts registered the same way as my Primary Retirement Account.
- I have selected my Authorized agent(s)/Advisor(s), and I and/or my Authorized agent(s)/Advisor(s) have selected my SAM(s), based on criteria I deem appropriate for my investment needs and without any advice or recommendation from Fidelity.

**Authorized agent(s)/Advisor(s).** Authorized agent(s)/Advisor(s) is defined to include my primary Authorized agent/Advisor, any additional Authorized agent(s)/Advisor(s), and program sponsors. My Authorized agent(s)/Advisor(s) will help me determine my investment objectives and overall investment strategy as well as select Separate Account Managers ("SAMs") through screening and due diligence, and choosing SAMs that fit my investment needs. The Authorized agent(s)/Advisor(s) will have Trading Authority over the Primary Retirement Account established in the Account Set-Up section as well as all the Separate Accounts established in the Separate Account Information section of the Separately Managed Account IRA Application ("Application") or Addendum.

**Separate Account Managers (SAMs).** Separate Account Managers are defined to include SAM(s) identified in the Separate Account Information section of the Application or Addendum and such other SAMs as I and/or my Authorized agent(s)/Advisor(s) may designate from time to time. Each SAM will have Trading Authority only on the Separate Account for which they are granted authorization in the Separate Account Information section of the Application or Addendum.

- All decisions relating to my investment or trading activity shall be made solely by me or my Authorized agent(s)/Advisor(s) and/or SAM(s) identified on my Application or Addendum or subsequently in writing in a form and manner acceptable to Fidelity; Fidelity is authorized to accept and act upon the instruction of my Authorized agent(s)/ Advisor(s) regarding the establishment, selection or replacement of SAM(s) with respect to my Primary Retirement Account and Separate Accounts in accordance with my Application or Addendum until you receive written notice revoking such authority. I hereby instruct Fidelity to grant a Limited Power of Attorney to the Authorized agent(s)/Advisor(s) named on page 1 to establish additional new Separate Accounts and their respective Separate Account Managers (SAMs). The SAMs will have the same authorization, and the Separate

Accounts will have identical registrations, as those initially established as part of this Application or Addendum. In consideration of Fidelity acting on my instruction, I shall indemnify and hold harmless Fidelity and its officers, directors, employees, agents and affiliates from and against any and all losses, claims or financial obligations that may arise from any act or omission as a result of Fidelity's actions in accordance with this document.

- My Authorized agent(s)/Advisor(s) and/or SAM(s) are not affiliated with or an agent of Fidelity and are not authorized to act or make representations on Fidelity's behalf; Fidelity and my Authorized agent(s)/Advisor(s) and/or SAM(s) have no relationship except as described in this agreement.
- Fidelity has no responsibility for, and will not undertake to review, monitor or supervise, the suitability of the trading decisions made by me or my Authorized agent(s)/Advisor(s) and/or SAM(s) or the frequency of the investment or trading activity in my account; my Authorized agent(s)/ Advisor(s) and/or SAM(s) have collected from me such information as is required to determine the suitability of my investment or trading activity.
- Fidelity will have no duty to inquire into the authority of the Authorized agent(s)/Advisor(s) and/or SAM(s) to engage in particular transactions or investment strategies or to monitor the terms of any oral or written agreement between me and the Authorized agent(s)/ Advisor(s) and/or SAM(s).
- I represent that my Authorized agent/Advisor has disclosed to me all third-party service providers it uses and any data related to my account it makes available to third-party providers in the course of managing my account. I further agree that Fidelity will not undertake nor does it have any obligation to review or monitor these third-party providers.
- I acknowledge that if I reside outside the United States I have received this Application or Addendum and agreement as a result of my express request for them. I further acknowledge that nothing herein is an offer or solicitation of any security, product or service in any jurisdiction where their offer or sale would be contrary to local law or regulation.
- I shall indemnify and hold harmless Fidelity, Fidelity Management Trust Company ("FMTC") and their officers, directors, employees, agents and affiliates from and against any and all losses, claims or financial obligations that may arise from any act or omission of my Authorized agent(s)/ Advisor(s) and/or SAM(s) with respect to my Retirement Accounts; or this Retirement Account Client Agreement for Managed Accounts.
- I understand that my Authorized agent(s)/Advisor(s) and/or SAM(s) will have access to informational tax reporting with regard to the Retirement Accounts on which they have been granted Trading Authority, such as IRS Form 1099-R and IRS Form 5498 reporting, if applicable.
- The Authorized agent(s)/Advisor(s) and/or SAM(s) will comply with, and make all disclosure as required by all applicable state, federal and industry securities laws and regulations, and interpretations promulgated thereunder, including, but not limited to, the Investment Advisers Act of 1940, the Securities Exchange Act of 1934, the Investment Company Act of 1940 and Financial Industry Regulatory Authority (FINRA) Conduct Rules. Fidelity will not undertake to confirm or ensure that my Authorized agent(s)/Advisor(s) and/or SAM(s) remains in compliance with its obligations.
- I have consulted with my Authorized agent(s)/Advisor(s) and request that Fidelity open separate brokerage accounts that will be managed by SAMs as designated in the Separate Account Information section of the Application or Addendum or such other SAMs as I and/or my Authorized agent(s)/Advisor(s) may designate from time to time. These SAMs have been selected through due diligence and screening by myself and/or my Authorized agent(s)/Advisor(s). Each SAM will have investment discretion and trading authorization over the Separate Account the SAM has been designated to manage. I also request that Fidelity open a brokerage account designated as a Primary Retirement Account. I understand that I will use the Primary

Retirement Account as the central repository for program assets and as a conduit for journaling funds and other assets into the Separate Accounts, and that I will make all my deposits and redemptions through the Primary Retirement Account. I will also use the Primary Retirement Account to hold any assets that are not being managed by the SAMs in the Separate Accounts. In addition, I understand that my Authorized agent(s)/Advisor(s) may use the Primary Retirement Account to journal funds and assets between Separate Accounts, to perform asset re-allocation among my various Separate Accounts and my Primary Retirement Account, and to execute other administrative tasks necessary as my Authorized agent(s)/Advisor(s). I acknowledge that my Authorized agent(s)/Advisor(s) has assisted me in determining my investment objectives and has, with or without consulting with me, selected SAMs to manage Separate Accounts according to those objectives, and that the SAMs so chosen will have investment discretion to manage the Separate Accounts to satisfy those objectives. I understand that Fidelity is acting solely as a broker/dealer and custodian, and not as an investment advisor on the Separate Accounts or Primary Retirement Account. I represent that Fidelity has not provided to me any advice regarding my selection of Authorized agent(s)/Advisor(s) and/or SAM(s), nor has Fidelity assisted me in the determination of my investment objectives, and I have not relied on Fidelity to do so.

I represent that I have read Section 23 of this Agreement and that I understand the term trading authorization as it is defined in Section 23. I understand that the Separate Accounts associated with my Primary Retirement Account will be cash brokerage accounts. The accounts will not have margin, checkwriting, or debit card features. Short sales are not allowed in the Separate Accounts, and these accounts will not be approved for options trading.

### How Fidelity Supports Your Advisor

Fidelity provides your investment advisor with a range of services and other benefits to help them conduct their business and serve you. For instance, Fidelity may pay for or provide your advisor with technology solutions to help facilitate their integration with Fidelity's brokerage system and streamline their operations. These may include Fidelity's proprietary integrated analysis, trading, and reporting system that allows advisors to communicate electronically with Fidelity. We also offer investment research to help your advisor make well-informed investment decisions for your account. Trained Fidelity representatives are available to provide administrative support to your advisor. We may assist your advisor in its marketing activities, including by providing marketing toolkits and other forms of marketing materials your advisor may use or adapt for its purposes, co-sponsor events sponsored by your advisor, or engage in joint marketing initiatives with your advisor. We may assist your advisor in joining our platform and in completing documentation to enroll clients to receive our services, and this may include providing or paying for clerical staff to assist and, in some cases, paying account transfer fees or other charges you or other clients may have to pay when changing custodians or service providers.

In limited circumstances, we may also make direct payments to your advisor. For example, we may reimburse your advisor for reasonable travel expenses incurred when reviewing our business and practices. We also may pay your advisor for performing certain back-office, administrative, custodial support and clerical services for us in connection with client accounts for which we act as custodian. These payments may create an incentive for your advisor to favor certain types of investments over others.

These and other services we furnish will provide benefits to your advisor and may be made available to your advisor, at no fee or at a discounted fee, and the terms may vary among advisors depending on the business they and their clients conduct with us and other factors. Fidelity's provision of these services and other benefits to your advisor may be based on clients of your advisor placing a certain amount of assets in accounts with us within a certain period of time. Your advisor may be influenced by this in recommending or requiring that its clients establish accounts with us. These products and services may not necessarily benefit your account.

Fidelity and your advisor may agree to pricing (including commissions and transaction account and service fees) for your advisor's client accounts at Fidelity, including your own account, based on the nature and scope

of business your advisor does with us, including the current and future expected amount of your advisor's client assets in our custody, the types of securities managed by your advisor, and expected frequency of your advisor's trading. We may change this pricing and the services and other benefits we provide if the nature or scope of your advisor's business with us changes or does not reach certain levels, in which case pricing for your advisor's client accounts, including your own account, may increase to an amount we decide but not to exceed our standard pricing for advisors that custody with Fidelity.

Your investment advisor may be required to disclose information pertaining to its receipt of the services and benefits to you. Fidelity has no responsibility to monitor, nor will it undertake to review your advisor's practices or disclosures to determine if they are consistent with applicable law.

For further information about the programs and incentives available to your advisor in managing your account through Fidelity, feel free to contact us or your advisor directly.

**2. To help the government fight money laundering and the funding of terrorism, to verify my identity, federal law requires Fidelity to obtain my name, date of birth, address, and a government-issued ID number before opening my account. In certain circumstances, Fidelity may obtain and verify comparable information for any person authorized to make transactions in an account or beneficial owners of certain entities. Further documentation is required for certain entities such as trusts, estates, corporations, partnerships, and other organizations. My account may be restricted or closed if Fidelity cannot obtain and verify this information. Fidelity will not be responsible for any losses or damages (including, but not limited to, lost opportunities) that may result if my account is restricted or closed. Any information I provide to Fidelity may be shared with third parties for the purpose of validating my identity and may be shared for other purposes in accordance with Fidelity's Privacy Policy. Any information I give to Fidelity may be subject to verification, and I authorize Fidelity to obtain a credit report about me at any time. Upon written request, I will be provided the name and address of the credit reporting agency used. You also may monitor or tape-record conversations with me in order to verify data about any transactions I request, and I consent to such monitoring or recording.**

3. I hereby acknowledge Fidelity Brokerage Services LLC ("FBS") as my broker and National Financial Services LLC ("NFS," together with FBS, "Fidelity"), an affiliate of FBS, as custodian of the securities held in the accounts opened with the Retirement Account Application and Retirement Account Separately Managed Account Addendum, of which I am the beneficial owner. I also understand that my Retirement Account is carried by NFS and that all terms of this Retirement Account Client Agreement for Managed Accounts also apply between me and NFS. Industry regulations require that FBS and its clearing firm, NFS, allocate between them certain functions regarding the administration of my account. The following is a summary of the allocation of those functions performed by FBS and NFS.

FBS is responsible for:

- (1) Obtaining and verifying account information and documentation;
- (2) Opening and approving my account;
- (3) Acceptance of orders and other instructions from me or my Authorized agent/Advisor regarding my account, and for promptly and accurately transmitting those orders and instructions to NFS;
- (4) Determining that those persons placing instructions for my account are authorized to do so. Neither NFS nor FBS will give me advice about my investments or evaluate the suitability of investments made by me, my Authorized Agent/Advisor or any other party;
- (5) Operating and supervising my account and its own activities in compliance with applicable laws and regulations, including compliance with federal, industry and NFS margin rules pertaining to my margin account and for advising me of margin requirements;
- (6) Maintaining the required books and records for the services it performs;
- (7) Investigating and responding to any questions or complaints I have about my account(s), confirmations, my periodic statement or any other matter related to my account(s). FBS will notify NFS with respect to matters involving services performed by NFS.

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

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

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

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

5. I understand that FMTC and Fidelity do not provide any investment advice, as defined under the Employee Retirement Income Security Act of 1974 ("ERISA") and /or any applicable Securities regulations, in connection with these accounts, nor does Fidelity give any advice or offer any opinion with respect to the suitability of any security or order. All transactions will be done only on my order or the order of my Authorized agent(s)/Advisor(s) and/or SAM(s).
6. Although FMTC is a bank, I recognize that any investment company (e.g., any mutual fund/money market fund) in which this Retirement Account may be invested is not a bank and is not backed or guaranteed by any bank or insured by the FDIC.
7. Securities in accounts carried by NFS, a Fidelity Investments company, are protected in accordance with the Securities Investor Protection Corporation ("SIPC") up to \$500,000. For claims filed on or after July 22, 2010, the \$500,000 total amount of SIPC protection is inclusive of up to \$250,000 protection for claims of cash, subject to periodic adjustments for inflation in accordance with terms of the SIPC statute and approval by SIPC's Board of Directors. NFS also has arranged for coverage above these limits. Neither coverage protects against a decline in the market value of securities, nor does either coverage extend to certain securities that are considered ineligible for coverage. For more details on SIPC, or to request a SIPC brochure, visit [www.sipc.org](http://www.sipc.org) or call 202-371-8300. NFS also has arranged for coverage above these limits.
8. In the event that any securities in my account become non-transferable, NFS may remove them from my account without further notice. Non-transferable securities are those where transfer agent services have not been available for six or more years. A lack of transfer agent services may be due to a number of reasons, including that the issuer of such securities may no longer be in business and may even be insolvent.

Note the following:

- There are no known markets for these securities;
- 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;
- The removal of the position will not be reported as a taxable distribution and any reinstatement of the position will not be reported as a contribution;
- If transfer agent services become available sometime in the future; NFS will use its best efforts to have the position reinstated in my account;
- Positions removed from my account will appear on the next available account statement following such removal as an "Expired" transaction.

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

9. I understand that if I am opening an account with a distribution from an employer-sponsored retirement plan, I certify that such a distribution is a qualified total or partial distribution, which qualifies for rollover treatment, and I irrevocably elect to treat this contribution as a rollover contribution. If I am opening a Roth IRA or Roth IRA BDA with a rollover from an employer-sponsored retirement plan, I certify the rollover is from an eligible employer-sponsored retirement plan and the rollover contribution meets applicable Internal Revenue Code requirements.
10. In the event I become indebted to Fidelity in the course of operation of this account, I agree that I will repay such indebtedness upon demand. All securities and other property now or hereafter held, carried or maintained by Fidelity for any of my brokerage accounts, now or hereafter opened, including brokerage accounts in which I may have an interest, shall be subject to a lien for the discharge of all of my indebtedness and other obligations of the undersigned to Fidelity and are held by Fidelity as security for the payment of any of my liability or indebtedness to Fidelity in any of the said brokerage accounts. Fidelity shall have the right to sell, assign or transfer securities and any other property so held by Fidelity from or to any other of my brokerage accounts whenever, in its judgment, Fidelity considers such a transfer necessary for its protection in enforcing the lien. Fidelity shall have the discretion to determine which securities and property are to be sold and which contracts are to be closed. No provision of this Agreement concerning liens or security interests shall apply to the extent which application would be in conflict with any provisions of ERISA or the Internal Revenue Code or any related rules, regulations or guidance.
11. I understand that if I have elected to convert an IRA, other than a Premiere Select IRA, to a Premiere Select Roth IRA, then all parts of this Agreement, including the Application and the information herein, will apply to my Premiere Select IRA established to facilitate the conversion and to my Premiere Select Roth IRA. I understand that I cannot convert assets in a SIMPLE IRA to a Roth IRA until after the expiration of the two-year period beginning on the date I first participated in the SIMPLE IRA Plan maintained by my employer.
12. All transactions through Fidelity are subject to the constitution, rules, regulations, customs and usages of the exchange, market or clearinghouse where executed, to any applicable policies and/or procedures of Fidelity, as well as to any applicable federal or state laws, rules and regulations.

I also understand that all transactions and instructions related to my account are subject to Fidelity's policies and procedures, which may result in Fidelity's refusal to accept or execute any order, instruction or transfer related to my account for any reason at any time in its sole discretion.

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

13. To the extent that any part of this Application or Addendum, Client Agreement, Custodial Agreement and Disclosure Statement, or Retirement Plan Document, as applicable, ("the Documents") were obtained online by me or my Authorized agent(s)/Advisor(s) and/or SAM(s), I represent to the best of my knowledge that the terms of the Documents have not changed and are identical to the terms as originally set forth by FMTC and Fidelity (or their successors). I acknowledge that any alteration of the Documents' original terms for my Premiere Select Traditional IRAs, Premiere Select Rollover IRAs, Premiere Select SEP-IRAs, Premiere Select Roth IRAs, Fidelity SIMPLE IRAs and/or Fidelity Retirement Plans shall be null and void, and I shall be bound by the terms of the original Documents as set forth by FMTC and Fidelity. I also understand and acknowledge that any Agreements established by the above-referenced Documents may be terminated in the event that FMTC, Fidelity, or any of their agents, affiliates, or successors, have reasonable grounds to believe the Document(s) has/have been altered.
14. No waiver of any provision of this Agreement shall be deemed a waiver of any other provision, nor a continuing waiver to the provision so waived. No provision of this Agreement can be amended or waived, except by an authorized representative of Fidelity.
15. I understand that sufficient funds must be in my account at the time I place any order to buy securities, including transaction costs and any applicable commissions or fees in addition to other amounts FMTC or Fidelity may deem necessary.
16. I understand a \$75 Liquidation/Termination fee may be collected from my account balance when I liquidate or terminate my account. I understand that the \$75 liquidation fee cannot be paid by separate check. Fidelity may change the fee schedule from time to time, as provided in Article 8 of the Premiere Select Traditional IRA Custodial Agreement, Article 9 of the Roth IRA Custodial Agreement, Article 8 of the Fidelity SIMPLE IRA Custodial Agreement and Article 14.4 of the Fidelity Retirement Plan Document.
17. I understand that if I am reregistering a limited partnership, I may be charged a reregistration fee, up to the maximum of \$200, to change my registration to NFS.
18. Fidelity shall not be liable for loss caused directly or indirectly by war, natural disasters, government restrictions, exchange or market rulings or other conditions beyond Fidelity's control, including, but not limited to, extreme market volatility or trading volumes.
19. I understand that all debit items, including, without limitation, checks, securities account purchases and electronic funds transfers, will be accumulated daily, and that Fidelity will promptly pay each

on my behalf to the extent that sufficient funds can be provided from amounts contributed by me or on my behalf and available that day, or from proceeds of redemption of money market mutual fund shares in my accounts, which Fidelity is authorized to redeem to pay such items. I will maintain sufficient assets in my account to satisfy all obligations as they become due. Fidelity shall not be responsible for the dishonor of any transaction due to insufficient collected balance. Other transactions that I initiate or to which I have consented may also reduce my collected balance. I understand that if the collected balance in my account is insufficient to pay any item, such items will not be honored. I will promptly return to Fidelity any assets that Fidelity distributes to me but to which I am not entitled.

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

20. The reasonable costs of collection of any unpaid deficiency in my Retirement Accounts, including attorneys' fees incurred by Fidelity, shall be reimbursed by me to Fidelity.
21. If this Retirement Account is an IRA, I understand that I am deemed to have received a copy of the Premiere Select IRA Disclosure Statement and/or Premiere Select Roth IRA Disclosure Statement, as applicable, unless a request for revocation is made to the Custodian within seven (7) calendar days following acceptance of my IRA(s) by or on behalf of the Custodian, as evidenced by notification from or on behalf of the Custodian. I will not buy or sell any securities of a corporation of which I am an affiliate or sell any restricted securities except in compliance with applicable laws and regulations and upon notice to Fidelity that the securities are restricted. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts, except as superseded by federal law or statute; shall cover individually and collectively all like-registered Retirement Accounts which I may open or reopen; shall inure to the benefit of the successors of FMTC, or Fidelity, and assigns, whether by merger, consolidation or otherwise; and Fidelity may transfer my account(s) to the successors and assigns. This Agreement shall be binding upon my heirs, executors, administrators, successors and assigns.
22. **Trading Authorization; Allocation of Responsibilities**
  - A. I have indicated on the Application or Addendum that I have authorized one or more Authorized agent(s)/Advisor(s) and/or SAM(s) to execute trades on my accounts, and Fidelity is authorized to accept any trading, servicing, account related, or other instruction of the Authorized agent(s)/Advisor(s) and/or SAM(s) on my behalf. Fidelity reserves the right, but it is not obligated, to confirm with me any of my Authorized agent's(s')/Advisor's(s') and or SAM's(s') instructions prior to acting on such instructions, including requests from my Authorized agent(s)/Advisor(s) for changes to my account address. The Authorized agent(s)/Advisor(s) and/or SAM(s) may inquire in and trade in my accounts as specified, and Fidelity is authorized to accept the instructions of the Authorized agent(s)/Advisor(s) and/or SAM(s). The authorization shall be applicable to all assets I hold in the specified accounts. Except as otherwise provided, the Authorized agent(s)/Advisor(s) and/or SAM(s) are not authorized to withdraw, or direct the withdrawal of, assets from my account or to designate a beneficiary(ies) for my account(s).
  - B. I understand and agree that:
    1. Fidelity is authorized to accept the instructions of the Authorized agent(s)/Advisor(s) and/or SAM(s) on my behalf, including my Authorized agent's(s')/Advisor's(s') request for changes to my account address instructions. This authorization shall be applicable to all assets I hold in the specified Retirement Accounts. Fidelity reserves the right to require client authorization at its own discretion, including changes to my account address instructions.
    2. Fidelity is further authorized to act upon my Authorized agent's(s')/Advisor's(s') and/or SAM's(s') instructions to aggregate transaction orders for my Retirement Accounts with orders for one or more other accounts over which Authorized agent(s)/Advisor(s) and/or SAM(s) have trading

authorization, or to accept or deliver assets pursuant to a separately executed authorization I have granted my Authorized agent(s)/Advisor(s) and/or SAM(s) in transactions executed by other broker/dealers where Authorized agent(s)/Advisor(s) and/or SAM(s) have so aggregated orders. I agree that if any such aggregated order is executed in more than one transaction, my portion of such order may be deemed to have been at the weighted average of the prices at which all of such transactions were executed.

**23. Asset Movement Authorization [This section is ONLY AVAILABLE TO IRAs, and subject to your Asset Movement Authorization election on your IRA Application]**

I understand that if I did not select Level I or Level II asset movement authority on my IRA Application or if I do not have asset movement authority on this account, each cashing in or money movement request will require my signature.

**Level I.** By selecting Level I asset movement authorization, I authorize and direct Fidelity to accept instructions from my Authorized agent(s)/Advisor(s). Level I includes one time disbursements and the establishment of, and changes to, periodic disbursements (Periodic Distribution Plans) from my account, including: (1) checks made payable to me and sent to my address of record, (2) bank wires or electronic funds transfers (EFTs) to any account I have authorized through standing written instructions and check disbursements to any payee and address I have authorized through standing written instructions provided to Fidelity and signed by me, and (3) for IRAs, transfers of cash or securities from this account to other same registration IRAs that are not reported for tax purposes, distributions from this account to Fidelity non-retirement brokerage accounts I own individually, conversions to Roth IRAs, and transfers from this account to any third party account at Fidelity I have authorized through standing written instructions, including distributions from this account to Fidelity non retirement accounts with different owners and/or registrations. A Periodic Distribution Plan is a plan which enables scheduled recurring distributions of predetermined amounts from my account as described above.

**Level II.** By Selecting Level II asset movement authorization, I authorize and direct Fidelity to accept instructions from my Authorized agent/Advisor as described in Level I and, in addition, to accept instructions from my Authorized agent/Advisor, without receiving instructions directly from me, to transfer monies from my Retirement Account brokerage account by wire to accounts at banks or other financial institutions that my Authorized agent/Advisor has represented to Fidelity have the same account owner or owners and the same registration type as this account. **By granting this authorization, I understand and agree that Fidelity will not undertake to confirm my Authorized agent's/Advisor's representations as to bank account registration and cannot confirm the account registration at the receiving bank or financial institution. Therefore, Fidelity will not undertake to monitor my Authorized agent's(s')/Advisor's(s') compliance with my instructions to him or her and will rely solely upon the instructions of my Authorized agent/Advisor for these transfers. I understand that I should carefully review my account documentation and monitor all activity in my account. Fidelity may require direct instructions from me on transactions over a certain dollar amount.**

Upon requests for any account-related activity in my account from my Authorized agent/Advisor, including, but not limited to, requests for bank wires or EFTs, Fidelity reserves the right, but is not obligated, to confirm with me any of my Authorized agent's/Advisor's instructions prior to acting on them and to restrict or not accept requests for these transfers, at its own discretion. The Authorized agent/Advisor is authorized to act for me and on my behalf in the same manner and with the same force and effect as I might or could do to the extent necessary or incidental to the furtherance or conduct of the account in accordance with this agreement or separate standing instructions. This authorization shall apply only with respect to the Retirement Account opened with the Retirement Account Application and Retirement Account Separately Managed Account Addendum. The Authorized agent/Advisor will place no trading orders or conduct activity in my account that exceeds its authority under this authorization or any other agreement governing the account.

I understand and agree that:

- Fidelity is authorized and directed to accept the instructions of the Authorized agent(s)/Advisor(s) on my behalf. This authorization shall be applicable to all assets I hold in the specified account;
- Fidelity reserves the right, but is not obligated, to confirm with me any of my Authorized agent's/Advisor's instructions, at its own discretion.

**Terms and Conditions applicable to Premiere Select® and Fidelity IRAs**

I, not my Authorized agent/Advisor, am responsible for complying with IRS rules governing retirement account distributions, including required minimum distributions and substantially equal periodic payments. If I fail to meet any IRS requirements regulating these distributions, I may be subject to tax penalties. If I have any questions regarding my specific situation, I will consult with my tax advisor. Actions taken by my Authorized agent/Advisor and/or SAMs on my Retirement Account are binding and subject to the same rules as if I had directly instructed Fidelity. Distributions and tax withholding generally cannot be reversed once completed. Any corrections to an error on my part or that of my Authorized agent/Advisor or my SAMs will generally have to follow applicable IRS rules and regulations. Distributions made in cash will be paid from the balance of my core account investment vehicle ("core account"). It is my and my Authorized agent/Advisor's responsibility to ensure there are sufficient funds available in the core account within my Primary Retirement Account to process the distribution.

I authorize my Authorized agent/Advisor, to instruct Fidelity to make distributions from my Primary Retirement Account. My Authorized agent/Advisor will be authorized to direct Fidelity to pay IRA distributions regardless of the tax consequences of such distribution or any potentially applicable penalties. My Authorized agent/Advisor will be authorized to direct Fidelity regarding the following:

**Timing and Amount**

My Authorized agent/Advisor will direct Fidelity with respect to the timing and specific amount of distributions to be made in cash or in kind.

**Reason for Distribution**

My Authorized agent/Advisor will direct Fidelity with respect to the reason for the distribution. The following reasons may apply:

- Normal – if I am at least age 59½;
- Premature – if I am under the age of 59½ (includes qualified first time home purchases, distributions for qualified higher education expenses, and Substantially Equal Periodic Payments (SEPPs));
- Roth Conversion (Refer to Roth Conversion section below);
- Death Distribution.

**Note:**

- Transfers between like registered accounts will be treated as trustee to trustee transfers and not reported for tax reporting purposes. If I am transferring to a like registered IRA outside of Fidelity, the amount will be reported unless I provide documentation from the successor IRA custodian that shows that firm's acceptance as successor IRA custodian;
- If I am taking a qualified Roth IRA distribution, my account must meet the IRS requirement of the five-taxable-year period, which begins on the first day of my taxable year for which the first regular contribution is made to any Roth IRA owned by me or, if earlier, the first day of my taxable year in which the first conversion contribution is made to any Roth IRA owned by me;
- If I am under age 59½ and am taking distributions from my SIMPLE IRA before the expiration of the two-year period beginning on the date my employer makes the first contribution to my SIMPLE IRA, I may be subject to a 25% penalty.

**Payment Method**

My Authorized agent/Advisor will direct Fidelity to pay distributions from my IRA to me or a third party based on the Asset Movement Authorization levels.

**Important:** I must complete the appropriate distribution request form and submit it to my Authorized agent/Advisor for the following requests:

- Distribution(s) due to disability;
- Distribution(s) to correct an excess contribution;
- A rollover to an employer-sponsored retirement plan.

#### Standing Instructions

I must establish standing instructions to permit my Authorized agent/Advisor to disburse funds electronically (including via Bank Wire, EFT, and any other means available), via check to an alternate payee or address or to a Fidelity non-retirement account that I do not own individually. Note: for Inherited IRAs and Roth Inherited IRAs owned by an entity such as a trust or an estate, standing instructions would be required to disburse funds electronically unless funds are moving to an identically registered Inherited IRA and Roth Inherited IRA.

#### Roth Conversions

My Authorized agent/Advisor will have the authority to convert IRA assets in my account to a Roth IRA. I understand the following Roth conversion rules apply:

- The taxable converted amount will be subject to federal income taxes in the year in which the conversion occurs, but not subject to the early withdrawal penalty;
- If I am required to take a required minimum distribution from my IRA, I must do so prior to converting to a Roth IRA;
- SIMPLE IRA assets may be converted to a Roth IRA only after the expiration of the two-year period beginning on the date my employer first made contributions to my SIMPLE IRA;
- If I am opening a new Premiere Select Roth IRA, I must complete a Premiere Select IRA Application, selecting a Roth IRA registration and submit it to Fidelity prior to requesting a Roth conversion.

#### Notice of Withholding

I understand this authorization will permit my Authorized agent/Advisor, as my agent, to make federal and state tax withholding elections on my behalf.

My IRA distributions (other than Roth IRA distributions and Direct Rollovers) are subject to federal (and, in some cases, state) income tax withholding unless I elect not to have withholding apply. Withholding will apply to the gross amount of each distribution, even if I have made non-deductible contributions. Moreover, failure to provide a U.S. residential address will result in 10% federal income tax withholding (and possible state income tax withholding) on the distribution proceeds, even if I have elected not to have tax withheld (an IRS requirement as applicable). A Post Office Box does not qualify as a residential address.

If I or my Authorized agent/Advisor elect to have withholding apply (by making an election, by making no choice, or by not providing a U.S. residential address), federal income tax will be withheld from my IRA distribution(s) (excluding Roth IRA distributions and Direct Rollovers) at a rate of at least ten percent (10%). Federal income tax will not be withheld from a Roth IRA unless I elect to have such tax withheld.

If federal income tax is withheld from my distribution, state income taxes may also be withheld regardless of my election. See below for my state's withholding rules. My state of residence will determine my state income tax withholding requirements, if any. My state of residence is determined by my legal address of record provided for my IRA.

Residents of AR, IA, KS, MA, ME, OK, and VT: If federal income tax is withheld, state income tax of at least my state's minimum requirements must be withheld, in addition to federal income tax withholding, at the time of my distribution. If I or my Authorized agent/Advisor elect out of federal income tax withholding, state income tax will not be withheld unless I indicate otherwise.

Residents of CA, NC, and OR: If federal income tax is withheld, state income tax of at least my state's minimum requirements must be withheld, in addition to federal income tax withholding, at the time of my distribution unless I or my Authorized agent/Advisor elect not to have state income taxes withheld.

Residents of DE: State income tax of at least my state's minimum requirements must be withheld regardless of whether or not federal income tax is withheld unless I or my Authorized agent/Advisor elect not to have state income taxes withheld.

Residents of MI: State income tax of at least my state's minimum requirements must be withheld regardless of whether federal income tax is withheld. Tax withholding is not required if I meet certain MI requirements governing pension and retirement benefits. I will contact my tax advisor or investment representative for additional information about MI requirements.

Residents of AK, FL, HI, MS, NH, NV, SD, TN, TX, WA, and WY: State income tax withholding is not available on my IRA distributions. I will consult my tax advisor, state agency, or investment representative for more information.

Residents of all other states and the District of Columbia: I am not subject to mandatory state income tax withholding; however, I or my Authorized agent/Advisor may elect voluntary state income tax withholding in a percentage. If I or my Authorized agent/Advisor elect to have state income taxes withheld and my state provides a minimum amount or percentage for withholding, I or my Authorized agent/Advisor must elect a percentage that is not less than my state's minimum withholding requirements. If the percentage I or my Authorized agent/Advisor elect for withholding is less than my state's minimum withholding requirements, my state's minimum amount or percentage will be withheld.

**IMPORTANT:** State tax withholding rules can change and the rules cited above may not reflect the current ruling of my state. I will consult with my Authorized agent/Advisor to obtain the most up-to-date information pertaining to my state.

Whether or not I or my Authorized agent/Advisor elect to have federal and, if applicable, state income tax withheld, I am still responsible for the full payment of federal income tax, any state tax or local taxes, and any penalties that may apply to my distribution(s). Whether or not I elect to have withholding apply (by indicating so on the distribution form), I may be responsible for payment of estimated taxes. I may incur penalties under the IRS and applicable state tax rules if my estimated tax payments are not sufficient.

#### 24. Core Account Investment Vehicle

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

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

Investments by check\* may be promptly credited to my Core Account and will earn interest on the Core Account prior to final collection of such checks. I understand that access to the redemption proceeds of Core Account shares purchased with monies so advanced may be withheld for up to 4 business days to assure that such checks have been collected. Such withholding may result in dishonor of checks or other debit items if monies are not otherwise available to me within the account.

I agree that the Core Account shall be automatically redeemed to satisfy debit balances in the securities account, check usage, electronic funds transfers, overdrafts and other authorized debit items. If I so elect, and upon my instructions, monies representing the redemption of Core Account shares may be transferred to a bank account designated by me. Such monies shall be submitted, at Fidelity's election, via the Federal Reserve wire system or an automated clearinghouse system.

I hereby ratify any instructions given on this account, and any account of another Fidelity fund into or from which I exchange, and agree that neither you nor the fund's transfer agent will be liable for any loss, cost or expense for acting upon such instructions (by telephone or in writing) believed by you or them to be genuine and in accordance with the procedures described in the fund prospectus.

I understand that it is my responsibility to read the prospectus of any other Fidelity or non-Fidelity fund into which I purchase or exchange. I understand certain fees may be applicable for services, that you may change the amount of the fees, and that the Core Account will assume various changes in connection with the account.

Fidelity Management & Research Company will receive a fee for serving as investment advisor to the Fidelity Funds. I further understand that for any special services that are not part of your regular account and that are requested by me or my Authorized agent(s)/Advisor(s) and performed by you, I will pay your customer service charges. I have received and read a copy of the prospectus of the fund, for the Core Transaction Account, containing a more complete description of the fund and its fees, charges and operations.

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

#### **25. Choice of Marketplace**

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

#### **26. Settlement of Transactions**

In the absence of a specific demand, all transactions in any of my accounts are to be paid for, and securities delivered, no later than 2 p.m. Eastern Time on the settlement date. Fidelity reserves the right to cancel or liquidate, at my risk, any transaction not timely settled.

#### **27. Payment for Order Flow**

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

Fidelity receives remuneration, compensation or other consideration for directing customer orders for equity securities to particular Broker/Dealers or market centers for execution. Such consideration, if any, takes the form of financial credits, monetary payments or reciprocal business.

\* **Note:** Orders placed through any telephone, electronic or online trading systems cannot specify a particular market center for execution.

#### **28. Receipt of Communications**

Communication by mail, messenger, telegraph, electronic mail or electronic record, or otherwise sent to me or my Authorized agent(s)/Advisor(s) and/or SAM(s) at the mailing address listed on the Application or Amendment or any other address I may give Fidelity in writing, are presumed to be delivered to and received by me whether actually received or not. A statement of all transactions will be mailed to the mailing address, monthly or quarterly, depending on activity. I understand that I should promptly and carefully review the transaction confirmations and periodic account statements, and notify Fidelity of any errors. Information contained on transaction confirmations and periodic account statements is conclusive unless I object in writing within five and ten days, respectively, after transmitted to me.

Account mailings may include, but are not limited to, confirmation of new account profiles, confirmations of changes to the investment objectives, and the tri-annual account profile confirmation.

#### **29. Fidelity Dividend Reinvestment Service Agreement**

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

##### **Provision of Fidelity Dividend Reinvestment Service**

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

I may direct you to add the Service to either all eligible securities in my account or selected eligible individual securities. My enrollment authorizes you to automatically reinvest cash dividends and capital gain distributions paid on such eligible securities held in my account (collectively, "dividends") in additional shares of the same security.

To add or remove the Service with respect to securities in my account, I must notify you of my election on or before 9 p.m. Eastern Standard Time (EST) on the dividend record date for such security. If the dividend record date falls on a non-business day, then I must notify you on or before 9 p.m. ET one business day prior to the dividend record date for such security. Dividends will be reinvested on any shares of all enrolled securities provided that I own such shares on both the dividend record date and the dividend payable date.

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

You reserve the right to terminate or amend the Service and this Agreement at any time, including instituting commissions or transaction fees. Prior to the effective date of any such amendments, you shall send prior written notice thereof to me.

##### **Eligible Accounts**

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

##### **Eligible Securities**

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

If I attempt to enroll a security for which I have placed a buy limit order which has not been filled, my enrollment election will be held for five (5) consecutive business days, at which point I must notify Fidelity of my desire to re-enroll the security for another five (5) consecutive business days.

If I am holding a security in my account that is ineligible for enrollment, and the security subsequently becomes eligible, any existing account-level reinvestment instructions will take effect for that security.

##### **Eligible Cash Distributions for Reinvestment**

Most cash distributions from eligible securities selected for participation in the Service may be reinvested in additional shares of such securities, including cash dividends and capital gain distribution. Cash-in-lieu payments, late ex-dividend payments, and special dividend payments, however, may not be automatically reinvested. If I enroll a security in the Service, I must reinvest all of its eligible cash distributions. I understand that I cannot partially

reinvest cash distributions. I also understand that I cannot use any other funds in my brokerage account to make automatic reinvestment purchases.

#### **Dividend Reinvestment Transactions in Eligible Securities**

On the dividend payable date for each security participating in the Service, you will credit my account in the amount of the cash dividend to be paid (less any amounts required by law or agreement to be withheld or debited). Three (3) business days prior to the dividend payable date, you will combine cash distributions from my account with those from other customers requesting dividend reinvestment in the same security and use these funds to purchase securities for me and the other customers on a best efforts basis. You will credit to my account the number of shares equal to the amount of my funds to be reinvested in a particular security divided by the purchase price per share. If several purchase transactions are required in order to reinvest my and other customers' eligible cash distributions in a particular security, the purchase price per share will be the weighted average price per share for all such shares purchased. Under certain conditions a dividend may be put on hold by the issuing company. If a dividend is on hold on the payable date, reinvestment will not be performed. If a dividend is released from hold status after dividend payable date, dividend reinvestment will be performed on the day the dividend is actually paid.

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

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

#### **Partial Shares**

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

#### **Confirmations and Monthly Statements**

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

#### **Continuing Effect of Authorization Termination**

I authorize you to purchase, for my account, shares of the securities I have selected for the Service. Authorizations under this section will remain in effect until I give you notice to the contrary on or before 9 p.m. ET on the dividend record date. If the dividend record date falls on a non-business day, then notice must be given on or before 9 p.m. ET at least one business day prior to the dividend record date. Such notice will not affect any obligations resulting from transactions initiated prior to your receipt of the notice. I may withdraw completely or selectively from the

program. If I transfer my account within Fidelity, I must re-enroll my securities for reinvestment. Enrollment elections for securities that become ineligible for the Service will be canceled after 90 days of continuous ineligibility.

#### **Automatic Dividend Reinvestment Transactions through the Depository Trust Company**

I understand that if I elect to participate in the Service, reinvestment for certain securities may occur through the Depository Trust Company dividend reinvestment service (the "DTC program"). DTC and the issuer determine which securities participate in the DTC program. Only certain eligible DTC program securities will participate in the Service, and such eligibility is determined by you. I can obtain immediate information regarding DTC-eligible securities by calling my Fidelity Representative.

Securities eligible for reinvestment through the DTC program portion of the Service cannot participate in the cash reinvestment portion of the Service. If a DTC eligible security subsequently becomes DTC-ineligible, and I have elected dividend reinvestment for that security, I will automatically continue to participate in the cash reinvestment portion of the Service for that security, provided that it is eligible for the Service. If a DTC-ineligible security subsequently becomes DTC-eligible, and I have elected dividend reinvestment for that security, then I will continue to participate in the Service through the DTC program portion of the Service for that security. No communication regarding these changes will be provided to me.

You will post the DTC program transaction to my account when the details, including determination of any discounts, are made available to you by DTC. Such transactions, although not posted to my account on the dividend payable date, will be effective as of such date. If I liquidate my shares after the dividend record date but before the DTC program reinvestment is posted to my account, then I will receive the dividend in cash.

#### **30. Periodic Reports**

I will receive a statement of all transactions quarterly, and monthly in the months where there is activity in my account, unless I have authorized on the Application or Amendment to direct all immediate written trade confirmations to my Authorized agent(s)/Advisor(s) and/or SAM(s) in lieu of sending them to me directly. If I have elected to receive quarterly account statements detailing all trade confirmations in lieu of immediate trade confirmations, I understand that receiving quarterly account statements impacts my ability to monitor as promptly the trading activity and investment decisions made by my Authorized agent(s)/Advisor(s) and/or SAM(s). I acknowledge my Authorized agent(s)/Advisor(s) and/or SAM(s) are my fiduciaries and have investment discretion over the account, that Fidelity has no responsibility for the trading activity in the account or for monitoring the trading in my account, and that Fidelity's role is limited to carrying out my Authorized agent's(s')/Advisor's(s') and/or SAM's(s') instructions relating to the trading activity and investments in my account. I can revoke these instructions with written notice to you. The brokerage statement will detail: securities bought or sold in my securities account, whether on margin or on a fully paid basis; all purchases of merchandise, services and cash advances made with the check or debit card; redemption checks; margin loans and repayments and interest charges, if any; the number of fund shares that were purchased or redeemed for me; and electronic funds transfers and monthly fees assessed. By authorizing Fidelity to deliver prospectuses to my Authorized agent(s)/Advisor(s) and/or SAM(s) in lieu of sending them to me, I acknowledge that I will not receive prospectuses on securities held in my account and that it is my responsibility to evaluate the appropriateness of trading decisions made by my Authorized agent(s)/Advisor(s) and/or SAM(s).

#### **31. Purchase of Precious Metals**

I understand and acknowledge that precious metals and other collectibles within the meaning of Internal Revenue Code Section 408(m) may not be purchased in retirement accounts except as otherwise permitted by ERISA and the Internal Revenue Code. If I direct Fidelity to purchase eligible gold, silver and platinum coins

for me, I understand the following: a) The SIPC does not provide protection for precious metals. However, metals stored through Fidelity are insured by the depository at market value. b) Precious metals investments can involve substantial risk, as prices can change rapidly and abruptly. Therefore, an advantageous purchase or liquidation cannot be guaranteed. c) If I take delivery of my metals, I am subject to delivery charges and applicable sales and use taxes.

To the extent that collectibles, including precious metals, are held in an underlying trust or other investment vehicle such as an exchange traded fund, it is my responsibility to determine whether or not such an investment is appropriate for an IRA or retirement plan account and whether the acquisition of such an investment may result in a taxable distribution from the IRA or retirement plan account under Section 408(m).

### **32. Callable Securities Lottery**

When street name or bearer securities held for me are subject to a partial call or partial redemption by the issuer, Fidelity may or may not receive an allocation of called/redeemed securities by the issuer, transfer agent and/or depository. If Fidelity is allocated a portion of the called/redeemed securities, Fidelity utilizes an impartial lottery allocation system, in accordance with applicable rules, that randomly selects the securities within customer accounts that will be called/redeemed. Fidelity's allocations are not made on a pro rata basis and it is possible for me to receive a full or partial allocation, or no allocation. I have the right to withdraw uncalled fully paid securities at any time prior to the cutoff date and time established by the issuer, transfer agent and/or depository with respect to the partial call.

### **33. Miscellaneous**

(1) The failure of Fidelity at any time to require performance by my Authorized agent(s)/Advisor(s) and/or SAM(s) or IRA Owner or Retirement Account Owner of any provision of these terms and conditions will not limit the right to require such performance at any time thereafter. (2) Fidelity reserves the right, in its sole discretion and without prior notice, to restrict or limit any transaction or series of transactions in any investment company advised or managed by Fidelity or its affiliates which Fidelity determines may adversely affect the investment company or its shareholders. (3) My Authorized agent(s)/Advisor(s) and/or SAM(s) will not use Fidelity's name in any advertising or promotional materials without prior written approval by Fidelity.

### **34. Assignment**

Except as otherwise provided, my Authorized agent(s)/Advisor(s) and/or SAM(s) may not assign any authorization granted in the agreement without the prior written consent from me and Fidelity. All authorizations granted to my Authorized agent(s)/Advisor(s) shall inure to the benefit of my Authorized agent(s)/Advisor(s)' successors, whether by merger, consolidation or otherwise, and assigns, and you may transfer the Authorized agent(s)/Advisor(s)' authorizations to the successor and assigns.

### **35. Commissions/Fees/Pricing**

I hereby authorize my Authorized agent(s)/ Advisor(s) to enter into such schedule of interest rates, commission rates and any other fee schedules for my retirement accounts as may be determined between my Authorized agent(s)/Advisor(s) and/or SAM(s) and Fidelity, and I hereby certify that my Authorized agent(s)/Advisor(s) and/or SAM(s) have informed me of such interest rates, commission rates and other fee schedules. I represent that I have determined the fees are reasonable in light of the services provided and I agree to be bound thereby. If this is a Fidelity Retirement Plan and I am a plan participant and not the Plan Sponsor, the Plan Sponsor has considered and determined that acting upon this direction is appropriate and in accordance with any applicable terms of the Plan, and that the fees agreed to by the participant are reasonable in light of the services provided.

### **36. Authorization to Pay Fees**

By signing the account Application or Addendum, I authorize Fidelity to pay management fees to my Authorized agent(s)/Advisor(s) and/or his/ her agent, and/or SAM(s). I authorize Fidelity to pay Authorized agent(s)/Advisor(s) and/or SAM(s) from my accounts. Fidelity may use money from the core money market

mutual fund and/or cash in my accounts to the extent necessary to pay such fees. Fidelity may rely on the fee calculation submitted by Authorized agent(s)/Advisor(s) to Fidelity to deduct fees from my accounts. I understand that it is my responsibility to verify any fee and the accuracy of the fee calculation and that Fidelity will not determine whether the fee or the calculation is accurate and appropriate. I indemnify and hold Fidelity and its directors, employees and control persons harmless from all liabilities and costs, including attorneys' fees, that Fidelity may incur by relying upon the Authorized agent(s)/Advisor(s)' representations or upon the above authorization. Fidelity, Authorized agent(s)/Advisor(s) or I may terminate any fee deduction authorization at any time by giving written notice to the others, but such termination shall not affect any obligation or liabilities arising prior to termination. This agreement may be modified or amended only pursuant to a written agreement signed by a duly authorized representative of Fidelity.

### **37. Termination of Retirement Accounts**

This Agreement may be terminated in accordance with the terms and conditions set forth in the Premiere Select IRA, Premiere Select Roth IRA and Fidelity SIMPLE IRA Custodial Agreements or the Fidelity Retirement Plan Document(s), and applicable Client Agreements. This agreement will remain in effect until its termination is acknowledged in writing by an authorized representative of Fidelity. I will remain responsible for all charges, debit items, or other transactions initiated or authorized by me, whether arising before or after termination. Fidelity reserves the right to charge a service fee or close any accounts that fail to maintain minimum activity or balance requirements, and further reserves the right to close any accounts or remit credit balances because of insufficient investment-related activity. Fidelity may periodically review my accounts' activity, and reserves the right to charge reasonable inactivity fees or to close or change the optional account features, fees, and services or to cease paying interest on account credit balances for any reason, including, but not limited to, insufficient investment activity in accordance with the regulations of the New York Stock Exchange and Securities Investor Protection Corporation. Fidelity will notify me if any changes or charges are imposed. Termination will result in cancellation of my account and other features or privileges. My final instructions on record with Fidelity will be applied to any residuals or interest accruals after termination of my account.

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

### **38. Termination of Authorizations**

The authorizations I have granted in this Application or Addendum and Agreement is/are a continuing one and shall remain in full force and effect until Fidelity is notified in writing of my death, disability or incapacity or unless revoked through written notice actually received by Fidelity. Such revocation, however, shall not affect any prior liability or obligation in any way resulting from any transaction initiated before receipt of the revocation. Furthermore, it is understood that the authorizations and indemnity is in addition to, and in no way restricts, any rights that may exist at law or under any other agreement(s) between me and Fidelity. The authorizations and indemnity shall be construed, administered and enforced according to the laws of the Commonwealth of Massachusetts. It shall inure to the benefit of Fidelity and of any successor firm or firms (whether by merger, consolidation or otherwise) irrespective of any change(s) at any time in the personnel thereto for any cause whatsoever and to the benefit of the affiliates and the assigns of Fidelity or any successor firm. It is further understood that Fidelity reserves the right, but is not obligated, to request authorization from me prior to executing any transaction requested from my Authorized agent/Advisor, and to cease accepting instructions from my Authorized agent/Advisor at Fidelity's sole discretion and for its sole protection. I understand that if Fidelity terminates this account agreement with my Authorized agent(s)/Advisor(s), Fidelity will not be obligated to honor the authorization I have granted to my Authorized agent(s)/

Advisor(s) in this Agreement, and I will have exclusive control over, and responsibility for, my account; and unless Fidelity notifies me otherwise, my account will become a Fidelity retail brokerage account.

### **39. Pre-Dispute Arbitration Agreement**

**This agreement contains a pre-dispute arbitration clause. By signing an arbitration agreement, the parties agree as follows:**

- (A) All parties to this agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.
- (B) Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
- (C) The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
- (D) The arbitrators do not have to explain the reason(s) for their award unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 20 days prior to the first scheduled hearing date.
- (E) The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
- (F) The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.
- (G) The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this agreement.

All controversies that may arise between me, my Authorized agent/Advisor, SAM, and you, concerning any subject matter, issue or circumstance whatsoever (including, but not limited to, controversies concerning any account, order or transaction, or the continuation, performance, interpretation or breach of this or any other agreement between me, my Authorized agent/Advisor, SAM, and you, whether entered into or arising before, on or after the date this account is opened) shall be determined by arbitration in accordance with the rules then prevailing of the Financial Industry Regulatory Authority (FINRA) or any United States securities self-regulatory organization or United States securities exchange of which the person, entity or entities against whom the claim is made is a member, as I may designate. If I designate the rules of a United States self-regulatory organization or United States securities exchange and those rules fail to be applied for any reason, then I shall designate the prevailing rules of any other United States securities self-regulatory organization or United States securities exchange of which the person, entity or entities against whom the claim is made is a member. If I do not notify you in writing of my designation within five (5) days after such failure or after I receive from you a written demand for arbitration, then I authorize you to make such designation on my behalf. The designation of the rules of a self-regulatory organization or securities exchange is not integral to the underlying agreement to arbitrate. I understand that judgment upon any arbitration award may be entered in any court of competent jurisdiction. No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class or who is a member of a putative class action who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; or (ii) the class is decertified; or (iii) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein.

# Prime Brokerage Services Agreement For Managed Accounts

This Prime Brokerage Services Agreement for Managed Accounts ("Supplement") is part of my Client Agreement. Unless otherwise defined in this Supplement, defined terms have the same meaning as in my Client Agreement. In the event any provision in this Supplement conflicts or is inconsistent with any provision of my Client Agreement, the provisions of this Supplement will control for matters or services related to this Supplement.

1. In connection with my Retirement Account, I acknowledge that, under the direction of my Authorized agent(s)/Advisor(s), I may maintain brokerage accounts with a number of brokers outside of Fidelity ("Executing Brokers") and that my Authorized agent(s)/Advisor(s) may from time to time place orders to be executed with one or more of these Executing Brokers. I hereby appoint you to act as prime broker for the Primary Retirement Account identified in the Account Set-Up section and Separate Retirement Accounts specified in Separate Account Information section of the Application or Addendum, to establish a prime brokerage account and to perform certain services ("Prime Brokerage Services") in accordance with the terms of this Supplement, your internal policies and procedures, applicable laws and regulations and the Securities and Exchange Commission staff's No-Action Letter, dated January 25, 1994, with respect to the provision of prime brokerage services, as the same may be amended, modified, or supplemented from time to time ("SEC Letter"). I acknowledge that I have read and am familiar with the terms of the SEC Letter and that I undertake to carry out prime brokerage transactions in accordance with the terms of the SEC Letter and to inform you promptly if this undertaking is not met. For purposes of this Supplement, "I" and "me" also refers to my Authorized agent(s)/Advisor(s).
2. With regard to the Primary Retirement Account identified in the Account Set-Up section and each Separate Retirement Account specified in the Separate Account Information section of the Application or Addendum, I authorize the Authorized agent(s)/advisor(s) and/or SAMs overseeing that Retirement Account as my agent and attorney-in-fact, and in such capacity, the Authorized agent(s)/advisor(s) and/or SAMs may give instructions to you and take all actions regarding the execution, clearance and settlement of prime brokerage transactions, including all actions necessary or incidental to the completion thereof on my behalf. You may act upon any instruction(s) the authorized agent(s)/advisor(s) and/or SAMs may give to you regarding my Primary Retirement Account or Separate Retirement Account without obtaining my authorization, signature, co-signature, or in any further way verifying such instructions with me. I hereby authorize you to commingle my prime brokerage transactions with those of other accounts managed by my Authorized agent(s)/advisor (s) and/or SAMs for settlement in bulk with you in accordance with the Authorized agent's (s')/advisor's(s') and/or SAM's(s') instructions.
3. I authorize and direct my Authorized agent(s)/advisor(s) and/or SAMs to give you notice of the Executing Brokers with whom I or my Authorized agent(s)/advisor(s) and/or SAMs intend to place prime brokerage orders. I acknowledge that, in order to provide Prime Brokerage Services, you are required to execute an agreement with each Executing Broker with whom my Authorized agent(s)/advisor(s) and/or SAMs engages in prime brokerage transactions and that all prime brokerage transactions shall be subject to such agreement, as the same may be amended, modified, or supplemented from time to time ("Prime Brokerage Agreement"). I agree that, at your sole discretion, you may decline to enter into a Prime Brokerage Agreement with any Executing Broker, and you will not engage in prime brokerage transactions with any Executing Broker with whom you have not entered into a Prime Brokerage Agreement. I agree to accept any restrictions or limitations affecting my Retirement Accounts which may result from such Prime Brokerage Agreements and your dealings with Executing Brokers. I further agree that, as between you and me, any loss resulting from any action or failure to take action by an Executing Broker or its agents or other third-party with respect to me or my Retirement Accounts, including, without limitation, the insolvency of any such party or the failure of any such party to fulfill

its settlement obligations, will be borne solely by me, and I agree to indemnify you as provided below.

4. I agree that you may be required by the SEC Letter, applicable law or the Prime Brokerage Agreements, or that you may otherwise deem it necessary or appropriate to communicate information concerning me and my Retirement Accounts to Executing Brokers. Such information may include, but is not limited to: (i) whether the net equity in the account falls below certain minimums set forth in the SEC Letter; (ii) information regarding the allocation of prime brokerage transactions to Separate Retirement Accounts (or other sub-accounts), if applicable; (iii) other matters requested by Executing Brokers, after consultation with me; and (iv) such other information as you may deem necessary or appropriate. I consent to, and agree to hold you harmless with respect to, the release to Executing Brokers of any and all information in your possession regarding me and my Retirement Accounts in accordance with this paragraph. As between you and the Executing Broker, the Executing Broker will be acting as my agent for the purpose of carrying out my directions with respect to the purchase, sale, and settlement of securities.
5. I acknowledge that you have not recommended or endorsed any Executing Brokers, and you shall not be responsible or liable for any acts or omissions of any Executing Broker or its employees. I understand that you do not act as an investment advisor, give investment advice, make recommendations, or solicit orders. Nor do you advise prime brokerage customers, perform any analysis, or make any judgment on any matters pertaining to the suitability of any order, or offer any opinion, judgment, or other type of information pertaining to the nature, value, potential, or suitability of any particular investment or transaction. I also acknowledge that you have no responsibility for the trading activity in my Retirement Accounts or the suitability thereof, or for monitoring such trading activity, and that your role is limited to carrying out the Prime Brokerage Services as described in this Supplement.
6. I agree to indemnify and hold you harmless from any loss, claim or expense, including attorneys' fees, incurred by you in connection with your acting or declining to act as prime broker for me and to fully reimburse you for any legal or other expenses (including the cost of any investigation and preparation) which you may incur in connection with any claim action, proceeding, or investigation arising out of or in connection with this Supplement, the Prime Brokerage Services or any transactions hereunder.
7. My Authorized agent(s)/advisor(s) and/or SAMs will advise you by 4:30 p.m. on any trade date of the details of all transactions effected by Executing Brokers on my behalf for such date, as required by the SEC Letter (the "Trade Data"). I or my Authorized agent(s)/advisor (s) and/or SAMs will supply you with the following information to the extent known for each transaction: (i) account name; (ii) name of Executing Broker (and clearing broker, if different); (iii) security name, quantity, and security symbol (or CUSIP number if no security symbol exists or is known); (iv) whether the transaction is a buy, buy to cover, sell, or sell short transaction; (v) price per share or other unit (if a trade is to be reported on an average price basis, I must compute the average price to four decimal places); (vi) exchange or other market where executed; (vii) commission rate; (viii) total execution and commission costs; (ix) if an options transaction is involved, whether the transaction is an opening or closing transaction; (x) the trade date and settlement date; (xi) for trades in non-U.S. markets, all other information required for you to settle such trades; and (xii) settlement instructions. You are authorized to acknowledge, affirm, settle, and clear all such transactions that are accepted by you. I agree that, subject to the provisions of this Supplement, you will affirm and settle transactions with an Executing Broker only to the extent that the information provided by such Executing Broker matches the trade information submitted by me or my SAM to you. I acknowledge and agree that you may disaffirm, "DK" (indicate that you "do not know"), or decline to affirm, clear or settle any prime brokerage order or transaction, as provided in the SEC Letter, the Prime Brokerage Agreement or this Supplement, including where

I or my SAM has provided information to you that does not match the information provided by the Executing Broker. In such event, I shall be required to clear or settle such prime brokerage transaction with the applicable Executing Broker, and I shall be liable to you for any loss resulting therefrom.

8. You are authorized to undertake to resolve any unmatched trade reports received by you from an Executing Broker; however, I agree that I shall remain responsible for the ultimate resolution thereof. I agree that I am responsible and liable to you for all costs, losses, and fees (including, but not limited to, those associated with buy-ins and sell outs and those resulting from an Executing Broker's inability to settle a transaction) arising out of the orders placed by my Authorized agent(s)/advisor(s) and/or SAMs or any action not taken by an Executing Broker with respect to my Retirement Accounts. I acknowledge that is the responsibility of the Executing Broker, working with my Authorized agent(s)/advisor(s) and/or SAMs, to confirm to you each transaction through the ID System of Depository Trust Company ("DTC"). You shall have no responsibility with respect to Trade Data not correctly transmitted to you on a timely basis by any person or entity, including DTC.

9. I understand and agree that I shall be required to maintain in my prime brokerage account a minimum net equity as agreed upon in cash and securities with a ready market ("Minimum Net Equity"), but in no event less than that required in the SEC Letter, and that settlement of such transactions accepted by you will be made by you only if sufficient funds, or securities, as applicable, are maintained in an account with you or if I make other arrangements for settlement which are satisfactory to you; provided, however, that in no event shall you accept any transaction if I maintain, or the settlement of such transaction would cause me to maintain, a net equity less than the minimum required by the SEC Letter. I acknowledge that you may establish a higher Minimum Net Equity than that established by the SEC Letter. I understand that, in the event a Retirement Account falls below the Minimum Net Equity established by you, I shall bring my Primary Retirement Account into compliance in a timely fashion, which in no event shall be later than the time required by the SEC Letter. I also understand that you reserve the right at any time to place a limit on the size of transactions executed by any Executing Brokers which are to be settled and cleared by you as prime broker.

In the event that a Retirement Account falls below the Minimum Net Equity, I hereby authorize you to notify promptly all Executing Brokers with whom you have a Prime Brokerage Agreement on my behalf of such event. If I fail to restore my Retirement Account to compliance with the Minimum Net Equity, I further understand and agree that you may, without notice to me, disaffirm, DK, or decline to affirm, clear or settle any specified transaction effected by an Executing Broker on my behalf in accordance with the terms of the SEC Letter. I understand that, should you disaffirm or decline to affirm, clear or settle any transaction of mine, all of my transactions that day shall be disaffirmed, or not affirmed. I understand that I must settle outstanding trades directly with the Executing Broker and hereby authorize you to provide the Executing Broker with such Trade Data and account information as you deem necessary for the Executing Broker to settle such trades. I further understand that you will not be bound to make any investigation into the facts surrounding any transaction to which I am a party.

I understand that no part of any transaction may be allocated to my Retirement Account where one or more of such Retirement Account's net equity is below the Minimum Net Equity and that, should such a net equity maintenance problem occur in any such Retirement Account, you shall be required to disaffirm the entire transaction. I agree that, should such an event occur, I or my authorized agent(s)/advisor(s) and/or SAMs may resubmit the bulk trade to the Executing Broker so as to exclude those securities that were originally allocated to the Retirement Accounts failing to meet the Minimum Net Equity or, if permissible, reallocate the entire prime brokerage transaction to those sub-accounts meeting the Minimum Net Equity requirements. I understand that such reallocation must be communicated to you prior to the disaffirmance deadline established by the SEC Letter.

10. I agree to pay all fees agreed to by you and me. I understand and agree that you may charge an additional fee for each transaction effected through a prime brokerage relationship. These fees may be in addition to your usual fees for performing brokerage custody services on my behalf, and I agree to pay these additional charges. Further, I understand that Executing Brokers may charge commissions and fees for execution and clearance, and I agree to make any necessary arrangements with Executing Brokers concerning the Prime Brokerage Services Agreement For Managed Accounts payment of such fees, including the deduction of any such amounts from commissions charged by the Executing Brokers.

11. If I have instructed Executing Brokers to send trade confirmations to me in care of you, I understand that such confirmations are available to me without charge upon request. On the day following your receipt of information from me regarding any prime brokerage transaction, you agree to send me a notification of each such trade based on the information supplied to you by me or my authorized agent(s)/advisor(s) and/or SAMs. Any trade notifications issued by you as prime broker shall indicate the name of the Executing Broker involved and the other information required by the SEC Letter, provided that you will have received such information in the manner and to the extent provided herein from me. I acknowledge that you have requested that I provide you with all information required by Rule 10b-10 under the Securities Exchange Act of 1934 with respect to each prime brokerage transaction. I agree that the notifications sent by you will be based solely upon the information supplied by me or my authorized agent(s)/advisor(s) and/or SAMs and that you assume no responsibility, and I will hold you harmless, in connection therewith.

12. I understand that, unless I have selected to participate in the Prime Brokerage Services in Application or Addendum, Executing Brokers will send trade confirmations to me (either directly or, as discussed above in paragraph 11, to me in care of you) for all trades they have executed. If I have selected to participate in the Prime Brokerage Services in the Application or Addendum, you will send all trade confirmations to my authorized agent(s)/advisor(s) and/or SAMs instead of me, and I will rely upon quarterly account statements to monitor the trading activities of my authorized agent(s)/advisor(s) and/or SAMs and Executing Brokers. I understand that receiving quarterly account statements in lieu of confirmations affects my ability to monitor the trading activity and investment decisions made by my authorized agent(s)/advisor(s) and/or SAMs and executed by my Executing Brokers. I acknowledge that the authorized agent(s)/advisor(s) and/or SAMs are my fiduciary and have discretion over the Retirement Accounts.

13. This Supplement will apply only to transactions in debt and equity securities cleared and settled through U.S. clearance and settlement systems and in such other securities and instruments as are otherwise specifically approved by you for clearance pursuant to a separate written amendment to this Supplement. It is expressly agreed that, with respect to transactions in securities not covered by the preceding sentence, you will have no obligation to me or any third-party to clear or settle trades executed by me, and I will inform the Executing Brokers in such transactions that the Executing Broker may only look to me for the settlement of such transactions and the resolution of any claim or dispute relating thereto.

14. I agree that, pursuant to your internal policies and procedures, the SEC Letter, the Prime Brokerage Agreements or applicable law, you may, at any time, cease to act as prime broker for my Retirement Accounts or you may decline to affirm, clear, and settle any prime brokerage transaction or transactions effected by an Executing Broker on my behalf. If you do cease to act or so decline, you will make reasonable efforts promptly to notify me, but such notice will not be a condition to your right to cease to act as prime broker or to decline to affirm, clear or settle prime brokerage transactions, and you will incur no liability to me or any thirdparty for exercising such right. In any such case and in the case of any termination of this Supplement, I agree that I must settle outstanding trades that have been "DK'd" or disaffirmed, and all future trades (in the event this Supplement is terminated) directly with the Executing Broker.