



# Brokerage Account Application Instructions

## IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money-laundering activities, Federal law requires Fidelity to verify your identity by obtaining your name, date of birth, address, and a government-issued identification number before opening your account. In certain circumstances, Fidelity may obtain and verify this information with respect to any person(s) authorized to effect transactions in an account. For certain entities, such as trusts, estates, corporations, partnerships, or other organizations, identifying documentation is also required. Your account may be restricted and/or closed if Fidelity cannot verify this information. Fidelity will not be responsible for any losses or damages (including but not limited to lost opportunities) resulting from any failure to provide this information, or from any restriction placed upon, or closing of, your account.

### 1 Brokerage Account Features

Please check off which features you would like with your account. You will need to complete the appropriate form for each of the items.

### 2 Registration Type

Please tell us how we should establish your account.

- **Account Registration:** Types of joint ownership are governed by the laws of your state of residence. If you need more information about which are appropriate in your state, please ask your state tax officials or financial advisor. If you are establishing a Custodial account and have not indicated a state under which the gift or transfer is deemed, the state provided as a permanent address will be used.

Before establishing a Non-Fidelity Prototype Retirement Account, you must have a plan and a trust agreement that governs your company's retirement plan. The plan must be a qualified plan under Section 401(a) of the Internal Revenue Code. However, do not send your plan or trust documents to Fidelity. Fidelity provides only the investment vehicle for non-prototype retirement plans and does not provide any trustee recordkeeping, tax withholding or tax reporting services. As Trustee, you or your recordkeeper will be responsible for tracking each participant's ownership share in the investment account(s).

### 3 Account Information

**3.1 Account Level Information: Legal and Mailing Address** – (must be completed for all accounts).

- **For Trust Accounts and Non-Fidelity Prototype Retirement:** List the Trust or Non-Fidelity Prototype Retirement Name, Tax ID of the trust and the date of the trust in the Account Information Section. Please list all trustee information in Sections 3.2 and 3.3. For Trust Accounts only: Copies of the first page and signature page of the trust documents are also required to establish the account.
- **For UGMA/UTMA accounts:** List the Custodian as the Primary Account Holder in Section 3.2 and enter the minor's name, Social Security Number, and date of birth in Section 3.3.
- **Estate accounts:** List the Estate name in Section 3.1 and the Executor's name under the Primary Account Holder field in Section 3.2. Estate accounts require a court appointment/letter of testamentary. Additional paperwork may be required.

All account mailings of the account being established with this application will be sent to the account level mailing address, as indicated in Section 3.1. If you would like duplicate copies of the confirmation of the new account profile, confirmations of changes to the investment objectives, and the tri-annual account profile confirmation to be sent to each individual owner/custodian as listed in Sections 3.2 and 3.3, check the box immediately under the account level mailing address in this section.

**3.2 and 3.3 Account Holder Information** – Complete all sections. If there are more than two account owners/holders, make a copy of Section 3.3 and complete with the additional account holders' information. All account holders must sign Section 6 of this application. In order to establish your account, we are required to request the information in this section for all account owners. Failure to provide this information will restrict your account (this includes transfer of assets).

- Account holder's full legal name, Social Security number or Taxpayer ID number, date of birth, and U.S. driver's license number with state of issuance.
- Citizenship.
- Legal address, mailing address (if different from legal) and home and work phone numbers are required.
- Employment Status and Information.
- Government ID (for foreign citizens only).
- Affiliations and Acknowledgements – If you have answered "yes" to the first question under Affiliations, you must include a letter of account approval from your Compliance Officer (a 407 letter) with your account application and indicate your employer's company name and address.

### 4 Account Service Instructions

**4.1 Trading Authorization** – By signing this application, you grant your Authorized agent/Advisor limited trading authorization as defined in the Brokerage Account Client Agreement. You also authorize your Authorized agent/Advisor to direct Fidelity to deduct Authorized agent/Advisor's fees from your account, and to receive account information either electronically or via paper. If you would like to grant your Authorized agent/Advisor full trading authorization, as defined in the Brokerage Account Client Agreement, please check the box in this section.

Please Note: If this is a Non-Fidelity Prototype Retirement Plan, the Trustees of the plan can grant limited trading authority as defined in the Brokerage Account Client Agreement to the plan participant by completing a Limited Trading Authorization form.

**4.2 Core Transaction Account** – Select a core account where you would like your balances awaiting reinvestment held. For Non-Fidelity Prototype Retirement Accounts, Fidelity Cash Reserves (FDRXX) will be the Core Transaction Account. For all other registration types, the taxable cash account (FCASH) will be used if no selection is made. (The taxable cash account is a taxable interest account designed to pay interest on cash balances awaiting investment.) Choose from one of the money market mutual funds listed below. Please consult with your Authorized agent/Advisor for information on which funds are available to you.

- Fidelity Arizona Municipal Money Market Fund (FSAXX)
- Fidelity California Municipal Money Market Fund (FCFXX)
- Fidelity Connecticut Municipal Money Market Fund (FCMXX)
- Fidelity Florida Municipal Money Market Fund (FSFXX)
- Fidelity Massachusetts Municipal Money Market Fund (FDMXX)
- Fidelity Michigan Municipal Money Market Fund (FMIXX)
- Fidelity New Jersey Municipal Money Market Fund (FNJXX)
- Fidelity New York Municipal Money Market Fund (FNYXX)
- Fidelity Ohio Municipal Money Market Fund (FOMXX)
- Fidelity Pennsylvania Municipal Money Market Fund (FPTXX)
- Fidelity Tax-Free Money Market Fund (FMOXX)
- Fidelity Municipal Money Market Fund (FTEXX)

**4.3 Account Service Instructions** – Please select dividend option for the account. If no selection is made the default will be to reinvest all distributions from mutual funds, but pay all other dividends and interest in cash, and credit them to the Core Transaction Account.

**4.4 Interested Party** – If you would like a third party other than your Authorized agent(s)/Advisor(s) listed on page 1 of the application to receive information including statements, confirms and information about your account please list that person here. (Authorized agents/Advisors, please list the G Number of the interested party if available.)

**4.5 Proxy and Related Material Redirection and Voting Authorization** – If you elect you will be authorizing your Primary Investment Advisor to receive proxies and annual reports on your accounts. You will also be authorizing your Investment Advisor to vote your proxies for you by initialing this section.

**4.6 Delivery of Confirmations on a Quarterly Basis** – You may choose to receive a Quarterly Confirmations report instead of immediate reports, by initialing this section.

### 5 For Trust Accounts and Non-Fidelity Prototype Retirement Accounts

Please list all trustees that will be on this account.

### 6 Account Agreement and Acknowledgements

Please certify your citizenship status on this page.

**ALL ACCOUNT HOLDERS MUST SIGN THE APPLICATION IN SECTION 6.** (In the case of a UGMA or UTMA account, only the Custodian should sign the application.) Once your application is completed and signed, please mail to:

Fidelity Investments  
P.O. Box 5000  
Cincinnati, OH 45273-8008



Account Number [ ] [ ] [ ] - [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ]

# Brokerage Account Application

**Note: This section to be filled out by Authorized agent/Advisor**

Primary Investment Advisory Firm

Primary G Number

**G** [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ]

Secondary Investment Advisory Firm

G Number

**G** [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ]

Secondary Investment Advisory Firm

G Number

**G** [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ]

For additional Authorized Agents/Advisors, please complete the Additional Authorized Agent/Advisor Information (Section 7) on page 7 of the application.

## 1 Brokerage Account Features (Please select additional Account Features to be opened along with this Brokerage Account Application. Additional forms are required for each feature.)

Cash Management  Margin  Options  Prime Brokerage

## 2 Registration Type (Please select only one)

- Individual
- Joint – Joint Tenants with Rights of Survivorship
- Joint – Tenants in Entirety
- Joint – Community Property
- Joint – Tenants in Common
- Trust
- UGMA/UTMA\*\*
- Estate\*
- Non-Fidelity Prototype Retirement\*
- Other Non-Trust Fiduciary\*

Please note: Estate Accounts require additional paperwork. Please see the Brokerage Account Instructions details.

\* These accounts are not eligible for Margin or Full Trading Authorization. If Full Trading Authorization is requested for these registrations, the request will default to Limited Trading Authorization.

\*\* These accounts are not eligible for Margin.

Types of ownership are governed by the laws of your state of residence. If you need information about which are appropriate in your state, please ask your state tax officials or Authorized agent/Advisor. For joint accounts, "I" refers to all account owners.

## 3 Account Information – 3.1 Account Level Information

Account information will be mailed to the legal address (or mailing address if different) listed below, and deemed to have been received by all account holders at such address, unless otherwise indicated by checking below.

### Account Level Legal Address – (Required Information – No P.O. Boxes)

Address

City  State  Zip/Postal Code -

Province (if applicable)  Country

### Account Level Mailing Address – (If different than Legal Address)

Address

City  State  Zip/Postal Code -

Province (if applicable)  Country

Check here for account information (duplicate copies of the confirmation of the new account profile, confirmation of changes to the investment objectives, and the tri-annual account profile confirmation) to be sent to each account holder's mailing address individually.

**For Trusts, Non-Fidelity Prototype Retirement and Estates Only**

Social Security Number or Taxpayer ID Number  Irrevocable

Name of Trust or Estate  Revocable

For the Benefit of  Date of Trust --

Country/State of Organization  Grantor

**3 Account Information – 3.2 Primary Account Holder Information**

Account Number    -

Primary Account Holder/Custodian/Trustee Name

Social Security Number or Taxpayer ID Number           Date of Birth   -   -

U.S. Driver's License Number  State of Issuance

**Countries of Citizenship**  U.S.  Other (Indicate Countries)

**Country of Tax Residence**  U.S.  Other (Indicate Countries)

**Legal Address – (Required Information – No P.O. Boxes) OR**  **Check here if same Account Level Legal Address in Section 3.1**

Address

City  State  Zip/Postal Code     -

Province (If applicable)  Country

**Mailing Address – (If different than Legal Address) OR**  **Check here if same Account Level Mailing Address in Section 3.1**

Address

City  State  Zip/Postal Code     -

Province (If applicable)  Country

Evening Phone    -    -     Daytime Phone    -    -     Ext

**Government ID – Foreign Citizens Only** (Identification document must carry reference number and photograph.) Please attach a copy.

**Immigration Status**  Permanent Resident  Non-Permanent Resident  Non-Resident

**Place of Birth** City  State/Province  Country

U.S. Driver's License (Provided Above)  INS Permanent Resident Alien Card  Passport with U.S. Visa

Employment Authorization Document (EAD)  Passport without U.S. Visa\*  Foreign National Identity Document\*

Document Number  Country of Issuance

**\*Information Required**  
Bank Name  Account Number  Phone Number

Bank Address

**Employment Status**  Employed  Not Employed  Retired Occupation (List source of income if retired or not employed)

Name of Employer

Employer's Address

City  State  Zip/Postal Code     -

Province (If applicable)  Country

**Affiliations – Are you affiliated with or employed by a stock exchange or member firm of either an exchange or the NASD, a municipal securities broker-dealer, or Fidelity?**  Yes\* – (If "Yes," complete information below)  No

Name of Company  Company's Address

City  State  Zip/Postal Code     -

Province (If applicable)  Country

\*If you have answered "Yes," you must include a letter of account approval from your Compliance Officer with your account application and indicate your employer's company name and address. Notification of your intent to open an account will be sent to your employer in accordance with the current regulations. An account approval letter is not required for Fidelity employees.

**Are you a "control person" or "affiliate" of a public company as defined in SEC RULE 144? This would include, but is not necessarily limited to, 10% shareholders, policy-making executives and members of the Board of Directors.**  Yes  No

Name of Company  Trading Symbol

For additional SEC RULE 144 relationships, please provide requested details on a separate sheet of paper.

**3 Account Information – 3.3 Joint Account Holder or Minor**

Account Number    -

Joint Account Holder/Minor/Trustee Name

Social Security Number or Taxpayer ID Number           Date of Birth   -   -

U.S. Driver's License Number  State of Issuance

**Countries of Citizenship**  U.S.  Other (Indicate Countries)

**Country of Tax Residence**  U.S.  Other (Indicate Countries)

**Legal Address – (Required Information – No P.O. Boxes) OR**  **Check here if same Account Level Legal Address in Section 3.1**

Address

City  State  Zip/Postal Code     -

Province (If applicable)  Country

**Mailing Address – (If different than Legal Address) OR**  **Check here if same Account Level Mailing Address in Section 3.1**

Address

City  State  Zip/Postal Code     -

Province (If applicable)  Country

Evening Phone    -    -     Daytime Phone    -    -     Ext

**Government ID – Foreign Citizens Only** (Identification document must carry reference number and photograph.) Please attach a copy.

**Immigration Status**  Permanent Resident  Non-Permanent Resident  Non-Resident

**Place of Birth** City  State/Province  Country

U.S. Driver's License (Provided Above)  INS Permanent Resident Alien Card  Passport with U.S. Visa

Employment Authorization Document (EAD)  Passport without U.S. Visa\*  Foreign National Identity Document\*

Document Number  Country of Issuance

**\*Information Required** Bank Name  Account Number  Phone Number

Bank Address

**Employment Status**  Employed  Not Employed  Retired Occupation (List source of income if retired or not employed)

Name of Employer

Employer's Address

City  State  Zip/Postal Code     -

Province (If applicable)  Country

**Affiliations – Are you affiliated with or employed by a stock exchange or member firm of either an exchange or the NASD, a municipal securities broker-dealer, or Fidelity?**  Yes\* – (If "Yes," complete information below)  No

Name of Company  Company's Address

City  State  Zip/Postal Code     -

Province (If applicable)  Country

\*If you have answered "Yes," you must include a letter of account approval from your Compliance Officer with your account application and indicate your employer's company name and address. Notification of your intent to open an account will be sent to your employer in accordance with the current regulations. An account approval letter is not required for Fidelity employees.

**Are you a "control person" or "affiliate" of a public company as defined in SEC RULE 144? This would include, but is not necessarily limited to, 10% shareholders, policy-making executives and members of the Board of Directors.**  Yes  No

Name of Company  Trading Symbol

For additional SEC RULE 144 relationships, please provide requested details on a separate sheet of paper.

**For additional Account holders, please make a copy of this page and complete. All Account holders must sign Section 6.**

Account Number    -

## 4 Account Service Instructions

### 4.1 Trading Authorization

**Limited Trading Authorization:** By signing on page 6, I hereby grant to my agent/Advisor named in this account application the following authorizations: Limited Trading Authorization, as defined in Section 21 of the Brokerage Account Client Agreement; authorization for my agent/Advisor to deduct my agent/Advisor's fees from my account; and authorization for my agent/Advisor to receive duplicate account statements, trade confirmations, and any other account information electronically or via paper.

**Full Trading Authorization:** By checking this box and signing on page 6, I hereby grant to my agent/Advisor named in this account application the following authorizations: Full Trading Authorization, as defined in Section 22 of the Brokerage Account Client Agreement; authorization for my agent/Advisor to deduct my agent/Advisor's fees from my account; and authorization for my agent/Advisor to receive duplicate account statements, trade confirmations, and any other account information electronically or via paper.

**4.2 Core Transaction Account** – If you are establishing a Non-Fidelity Prototype Retirement Plan, Fidelity Cash Reserves will be established as the Core Transaction Account [FDRXX]. For all other registration types, please specify a Core Transaction account, as described in Section 18 of the Brokerage Account Client Agreement. If no selection is made, the default will be Taxable Cash Account [FCASH].

Taxable Cash Account [FCASH], an interest-bearing credit balance

Fidelity Municipal Money Market Fund [FTEXX]

Other: Enter symbol  (See Brokerage Account Instructions for available choices)

### 4.3 Account Service Instructions

By selecting one of the features below, I acknowledge that I have read and agree to the terms set forth in the Brokerage Account Client Agreement.

Pay all dividends and interest from securities in cash and send a monthly check.

Pay all dividends and interest in cash and credit them to the Core Transaction Account.

\*Reinvest all distributions from mutual funds, but pay all other dividends and interest in cash, and credit them to the Core Transaction Account.

Reinvest all dividends and capital gain distributions from all eligible U.S. domestic securities and closed end mutual funds, but pay all other dividends and interest in cash, and credit them to the Core Transaction Account. Only certain domestic stocks and closed-end funds held in a Fidelity brokerage account are eligible for dividend reinvestment.

Reinvest all distributions from mutual funds and all dividends and capital gain distributions from all eligible U.S. domestic stocks and closed-end mutual funds. Only certain domestic stocks and closed-end funds held in a Fidelity brokerage account are eligible for dividend reinvestment.

\*This selection will be the default if no other selection is made.

You can also selectively reinvest in such individual securities by completing a Fidelity Dividend Reinvestment Service form.

**4.4 Interested Party** – I hereby request duplicate  trade confirmations,  account statements, and access to all account information (either in paper or via electronic means) be sent or otherwise made available to the party indicated below. I understand that the party indicated below will receive duplicate information with respect to the New Brokerage Account opened by this application.

Name  G Number (if Known)

Address

City  State  Zip/Postal Code     -

Province (if applicable)  Country

### 4.5 Proxy and Related Material Redirection and Voting Authorization

I hereby acknowledge Fidelity Brokerage Services LLC ("FBS") as my broker and National Financial Services LLC ("NFS" together with FBS "Fidelity") as custodian of the securities held in the account opened with this application, of which I am the beneficial owner.

#### Option 1: Redirect Proxy and Annual Reports

I hereby authorize and instruct Fidelity (1) to forward all proxy and related materials (including annual reports, information statements and other material sent to stockholders) NFS receives on my behalf to my Primary Investment Advisor (IA) identified in this application in lieu of forwarding such materials to me; and (2) to accept from such IA votes regarding such proxies on my behalf.

#### Option 2: Redirect Proxy Only

I hereby authorize Fidelity (1) to forward all non-proxy material (including annual reports, information statements and other material sent to stockholders) NFS receives on my behalf to me at my address of record; and (2) forward only proxy material NFS receives on my behalf to such IA identified in this application in lieu of forwarding such materials to me; and (3) to accept from such IA votes regarding such proxies on my behalf.

**Representation** – In connection with my authorization to direct proxy and related materials and to accept proxy votes from my Primary Investment Advisor, I represent to you the following:

1. My Primary Investment Advisor is registered with the Securities Exchange Commission ("SEC") or is a Bank, Bank Holding Company, or Trust company exempt from registration under the Investment Advisers Act of 1940; and
2. The Primary Investment Advisor opened with this application exercises investment discretion over the account identified on page 1 pursuant to a written advisory contract; and
3. I am designating my Primary Investment Advisor to receive and vote proxy and related materials on my behalf; and
4. I understand that my Primary Investment Advisor may delegate certain administrative functions to its third party agent. Such delegation of duties does not include the right to vote on my behalf.
5. I will notify you in writing in the event (1), (2), (3) or (4) above ceases to be true.

I understand that I retain the right to rescind this agreement at any time. Any such rescission shall be in writing and shall be effective upon receipt by Fidelity.

#### Initials Required

Account Holder 1 Initials  Account Holder 3 Initials  Account Holder 5 Initials

Account Holder 2 Initials  Account Holder 4 Initials  Account Holder 6 Initials

**4.6 Delivery of Confirmations on a Quarterly Basis**

By initialing below, I hereby direct Fidelity to send all written trade confirmations ("Confirmations") on my brokerage account to my primary Authorized agent/Advisor in lieu of sending such Confirmations to me directly. I understand that I may revoke this instruction with written notice to you. In lieu of Confirmations, I elect to receive quarterly account statements containing the information required when account statements are used instead of Confirmations. I understand that receiving quarterly account statements in lieu of Confirmations impacts my ability to monitor as promptly the trading

activity and investment decisions made by my Authorized agent/Advisor. I acknowledge my Authorized agent/Advisor is my fiduciary and has investment discretion over the Account, that Fidelity has no responsibility for the trading activity in the Account or for monitoring the trading in my Account, and that Fidelity's role is limited to carrying out my Investment agents'/Advisors' instructions relating to the trading activity and investments in my account. This election may be withdrawn by written notice to Fidelity.

Account Holder 1 Initials  Account Holder 3 Initials  Account Holder 5 Initials   
 Account Holder 2 Initials  Account Holder 4 Initials  Account Holder 6 Initials

**5 For Trust Accounts and Non-Fidelity Prototype Retirement Accounts**

All trustees must read and agree to the following section, and sign Section 6 of this application.

A. The undersigned certify that the Trust indicated in Section 3.1 has the following Trustees

Trustee 1 Name   
 Trustee 2 Name   
 Trustee 3 Name

B. You have the authority to accept orders and other instructions relative to the Trust accounts identified herein from those individuals or entities listed in Section 3. The individuals and entities listed in Section 3 may execute any documents on behalf of the Trust which you may require. By signing this form, the Trustee(s) hereby certify(ies) that you are authorized to follow the instructions of any Trustee and to deliver funds, securities, or any other assets in the brokerage account to any Trustee or on any Trustee's instructions, including delivering assets to a Trustee personally. You may, in your sole discretion and for your sole protection, require the written consent of any or all Trustees prior to acting upon the instructions of any Trustee.

liability for effecting any transactions, and acting upon any instructions given by the Trustees and/or the Authorized agent/Advisor. We, the Trustees, certify that any and all transactions effected and instructions given on this account will be in full compliance with the Trust.

C. There are no other Trustee(s) of the Trust other than those listed in Section 3.

H. We, the Trustees, agree to inform you in writing of any change in the composition of the Trustees or any other event which could alter the certifications made above.

D. Should only one person execute this agreement, it shall be a representation that the signer is the sole Trustee. Where applicable, plural references in this certification shall be deemed singular.

I. We, the Trustees, agree that any information we give to you on this account will be subject to verification, and we authorize you to obtain a credit report about me (any of us) individually at any time. Upon written request, you will provide the name and address of the credit reporting agency used.

E. We, the Trustees, have the power under the Trust and applicable law to enter into the transactions and issue the instructions that we make in this account. Such power may include, without limitation, the authority to buy, sell (including short sales), exchange, convert, tender, redeem and withdraw assets (including delivery of securities to and from the account) and to trade securities on margin or otherwise (including the purchase and/or sale of option contracts) for and at the risk of the Trust. We understand that all orders and transactions will be governed by the terms and conditions of all other account agreements applicable to this account.

J. If this is a Non-Fidelity Prototype Retirement Account in addition to the certifications above, we, the Trustees of such plan, hereby certify the following:

F. We, the Trustees, have authority to delegate trading authorization to the Authorized agent/Advisor.

- We assume all fiduciary responsibility as Trustees of the plan assets as well as administrative responsibility for all applicable recordkeeping, tax reporting, and tax withholding requirements.
- We, the Trustees, have obtained and will maintain a plan and trust agreement, qualified under Section 401(a) or the Internal Revenue Code.
- We, the Trustees, certify that any and all transactions effected and instructions given on this account will be in full compliance with the Plan and Trust as well as the Employee Retirement Income Security Act of 1974, as amended, and the Internal Revenue Code.

G. The Trustees and/or the Authorized agent/Advisor jointly and severally, indemnify you and hold you harmless from any claim, loss, expense or other

## 6 Account Agreement and Acknowledgements

The Fidelity Brokerage Account Application must be accompanied by a separate Brokerage Account Client Agreement.

Each owner and trustee must READ the separate Brokerage Account Client Agreement and SIGN this section in ink.

I acknowledge that I have read and agree to the terms set forth in this Brokerage Account Application, and in the separate Brokerage Account Client Agreement and request that Fidelity Brokerage Services LLC ("FBS"), and National Financial Services LLC ("NFS", together with FBS, "Fidelity" or "You") accept one or more account(s) in my name. Without limiting any other provision of the Brokerage Account Client Agreement, I agree that:

1. All decisions relating to my investment or trading activity shall be made solely by me or my Authorized agent/Advisor identified on page 1 of this Brokerage Account Application or subsequently in writing;
2. Fidelity is authorized to accept and act upon the instructions of my agent/Advisor with respect to my account in accordance with this Agreement until you receive written notice revoking such authority;
3. My agent/Advisor is not affiliated with or an agent of Fidelity and is not authorized to act or make representations on Fidelity's behalf;
4. Fidelity has no responsibility and will not undertake to review, monitor or supervise the suitability or frequency of the investment or trading activity in my account. My agent/Advisor has collected from me such information as is required to determine the suitability of my investment or trading activity;
5. 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 of my agent/Advisor with respect to my account.

I am at least 18 years of age and of full legal age in the state in which I reside. I understand that upon issuer's request, in accordance with applicable rules and regulations, you will supply my name to issuers of any securities held in this account so I might receive any important information regarding them unless I notify you in writing not to do so. I understand that telephone calls to Fidelity may be recorded or monitored and I consent to such recording.

I hereby grant trading authorization to my Authorized agent/Advisor consistent with the level of authority selected by me in Section 4.1.

If I am a trustee of a Trust, I hereby certify that I have read and agree with all the representations listed under Section 5 of this Brokerage Account Application. I represent that I have read the terms and conditions set forth in the Brokerage Account Client Agreement concerning this account and agree to be bound by such terms and conditions as are currently in effect and as may be amended from time to time.

Please check which of the following applies:

- I CERTIFY UNDER PENALTIES OF PERJURY THAT:
- (1) I AM A U.S. PERSON (INCLUDING A U.S. RESIDENT ALIEN) AND THE TAXPAYER IDENTIFICATION NUMBER PROVIDED ABOVE IS CORRECT (OR I AM WAITING FOR ONE 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) I HAVE BEEN NOTIFIED BY THE IRS THAT I AM NO LONGER SUBJECT TO BACKUP WITHHOLDING.
- I am not a U.S. person and am submitting IRS Form W-8BEN, Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding, with this form to certify my foreign status and, if applicable, claim tax treaty benefits. To obtain a Form W-8BEN, please consult your tax advisor or go to the IRS website at <http://www.irs.gov> or the Fidelity web site at <http://www.fidelity.com>.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

I acknowledge receipt of the Disclosure of Credit Terms on Transactions and the Fidelity Investments Privacy Policy. This account is governed by a pre-dispute arbitration clause, which is found on page 13 in Section 28 of the Brokerage Account Client Agreement. I acknowledge receipt of the pre-dispute arbitration clause.

**Signature of Primary Account Holder/Custodian, Joint Account Holder(s)/Trustees:**

<p>1. Signature <input type="text"/> Date <input type="text"/></p> <p>2. Signature <input type="text"/> Date <input type="text"/></p> <p>3. Signature <input type="text"/> Date <input type="text"/></p>	<p>4. Signature <input type="text"/> Date <input type="text"/></p> <p>5. Signature <input type="text"/> Date <input type="text"/></p> <p>6. Signature <input type="text"/> Date <input type="text"/></p>
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**For Fidelity Use Only**  Cash

Approving Manager's Signature  Date  -  -

ROP Signature  Date  -  -

Account Number  -

**7 Additional Authorized Agent/Advisor Information**

Secondary Investment Advisory Firm

G Number

**G**

Secondary Investment Advisory Firm

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Secondary Investment Advisory Firm

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Account Number    -

Taxpayer ID Number   -

# Omnibus Account Certification

Advisor Name

G Number

**G**

Fidelity Investments has a policy requiring Authorized agent(s)/Advisor(s) (including Retirement Plan Administrators) to track and remit short-term redemption fees at the sub-account level from omnibus accounts that hold Fidelity funds and certain Institutional FundsNetwork funds (collectively "IFN funds") that impose these types of fees.

**Authorized agent(s)/Advisor(s) should complete this form and return with all new account applications when establishing an account with one of the following registration types: Non-Fidelity Prototype Retirement, Corporate, Limited Liability Company, Unincorporated Business, Trust,**

**Non-trust Fiduciary or Estate. Please note: the applicable registration types may change. Please complete a form for each account requiring certification.**

Any omnibus account<sup>1</sup> held with Fidelity for which a short-term redemption fee in a Fidelity or applicable IFN fund cannot be collected and remitted at the sub-account level will not be allowed to purchase (including through periodic investment plans) shares of any Fidelity or applicable IFN fund that imposes these types of fees. Accordingly, Authorized agent(s)/Advisor(s) must certify and agree to the following:

- 1 This account is (please check only one):
  - 01 = **Not** an omnibus account. Account is for an individual. "For Benefit Of" ("FBO") must be present in the registration.
  - 02 = **Not** an omnibus account. Examples include DVP/RVP accounts, Allocation and Proprietary accounts, Error accounts, and Trustee-directed retirement plans.
  - 03 = An omnibus account (as defined by Fidelity) and advisor **can** and **will** track, collect, and remit short-term redemption fees at the sub-account level for **all** applicable Fidelity and IFN funds. Omnibus Certification Form is on file with Fidelity Registered Investment Advisor Group.
  - 04 = An omnibus account (as defined by Fidelity) and Authorized agent(s)/Advisor(s) **cannot** and **will not** track, collect, and remit short-term redemption fees at the sub-account level. Accounts with this code will be blocked from future purchases of Fidelity and applicable IFN funds with short-term redemption fees. Redemptions and sell exchanges are allowed.
  - 06 = An omnibus account (as defined by Fidelity) and advisor **can** and **will** track, collect, and remit short-term redemption fees at the sub-account level, for **all** applicable IFN funds. Advisor **cannot** and **will not** track, collect, and remit short-term redemption fees at the sub-account level for Fidelity funds. Accounts with this code will be blocked from future purchases of Fidelity funds with short-term redemption fees. Redemptions and sell exchanges are allowed. IFN Omnibus Certification Form is on file with Fidelity Registered Investment Advisor Group.
- 2 Based on the certification of the account above, Authorized agent(s)/Advisor(s) will notify the omnibus account holder if the account is blocked from purchasing applicable Fidelity and/or IFN funds.
 

If the Authorized agent(s)/Advisor(s) has certified that the account is "03" or "06" in Section 1 above, Sections 3 through 8 below are applicable.
- 3 Authorized agent(s)/Advisor(s) will ensure its processes can support the tracking, collection and/or remittance of short-term redemption fees on Fidelity and/or applicable IFN funds. Authorized agent(s)/Advisor(s) shall determine, in accordance with the provisions of the appropriate Fidelity and/or IFN fund prospectus, whether a redemption fee is applicable to such transaction. If a redemption fee is applicable, Authorized agent(s)/Advisor(s) shall calculate the amount of such fee in accordance with the provisions of the appropriate Fidelity and/or IFN fund prospectus and the fee shall be remitted to the Fidelity and/or IFN fund pursuant to procedures provided to Authorized agent(s)/Advisor(s) by Fidelity.
- 4 Authorized agent(s)/Advisor(s) represents that it has the capability to track, account for, and facilitate the remittance of redemption fees and that the terms and conditions of the redemption fee, as set forth in each Fidelity and/or IFN fund's prospectus, subject to such guidelines, if any, that Fidelity and/or IFN fund family may from time to time issue to Authorized agent(s)/Advisor(s), will be applied uniformly to all transactions.
- 5 Authorized agent(s)/Advisor(s) will maintain or ensure the omnibus account holder maintains records at the sub-account level and will provide to Fidelity or secure from omnibus account holder, upon request of Fidelity or IFN fund family, the underlying shareholder transaction information related to the assessment of fees which is necessary to ensure that remittance is properly occurring. Authorized agent(s)/Advisor(s) grants Fidelity and IFN fund family the right to audit Authorized agent(s)/Advisor(s) and/or will secure for Fidelity and IFN fund family the right to audit the omnibus account holders' records to ensure these accounts are being reported accurately and remittance is properly occurring. Fidelity reserves the right, at its discretion, to verify Authorized agent(s)/Advisor(s) compliance with its obligations hereunder by auditing or otherwise inspecting Authorized agent(s)/Advisor(s) policies, procedures, and systems. In conjunction therewith, Authorized agent(s)/Advisor(s) shall grant to Fidelity or to IFN fund family, at Fidelity's request, access to such information, including, but not limited to, books, records, systems and personnel of Authorized agent(s)/Advisor(s). Such audit or inspection may be performed, at the option of Fidelity, by representatives of Fidelity or IFN fund family, an affiliate of Fidelity, an affiliate of IFN fund family or independent auditors selected and retained by Fidelity, and may be performed at any time during regular business hours of Authorized agent(s)/Advisor(s).
- 6 Authorized agent(s)/Advisor(s) will follow the remittance process in accordance with Fidelity and/or IFN fund family policies and procedures as outlined in the "Omnibus Client Trading Guidelines" as may be amended from time to time regarding the remittance of short-term redemption fees from omnibus accounts on a periodic basis.
- 7 Authorized agent(s)/Advisor(s) represents and warrants that it will comply with all applicable rules and regulations regarding the tracking and remitting of mutual fund short-term redemption fees in omnibus accounts. Authorized agent(s)/Advisor(s) will immediately notify Fidelity if it is unable or unwilling to comply with such rule or regulation.
- 8 Authorized agent(s)/Advisor(s) has received all representations and agreements from the omnibus account holder as it deems necessary in order to make the representations and agreements set forth in this Certification.
- 9 The person named below is duly authorized to execute and submit this Certification on behalf of the Authorized agent(s)/Advisor(s).

Authorized agent/Advisor Signature  Date   -

Authorized agent/Advisor Name  Authorized agent/Advisor Title

<sup>1</sup> Omnibus accounts are defined as a single account that pools the holdings of more than one beneficial owner, whose identity is not disclosed to Fidelity and who has the ability to affect transactions, and for which sub-accounting is performed by the omnibus account holder or a third-party. This may include, but is not limited to, retirement plans, bank pooled accounts and wrap programs. Pooled accounts offer the convenience of combining the buy and sell trades for the sub-accounts to arrive at the net trades for a given day.

# Brokerage Account Client Agreement



## Client Agreement

### Please retain for your records

To: Fidelity Brokerage Services LLC and National Financial Services LLC (collectively, "Fidelity" or "you").

### 1. Important Aspects of the Account

Upon approval by Fidelity, I understand that Fidelity will maintain an account for me and buy, sell or exchange securities or other products in accordance with instructions from me or my agent(s)/Advisor(s). Certain administrative services will be provided to me or my agent/Advisor by Fidelity. I understand that this Brokerage Account Client Agreement governs my account and my relationship with Fidelity and its affiliates. Without limiting any other provision of this Agreement, I understand and agree that as among me, my agent/Advisor and Fidelity:

1. I have selected my agent/Advisor based on criteria I deem appropriate for my investment needs and without any advice or recommendation from Fidelity;
2. all decisions relating to my investment or trading activity shall be made solely by me or my Authorized agent/Advisor identified on my Brokerage Account Application or my Brokerage Account Application for Business Registrations (collectively, Fidelity Brokerage Application) or subsequently in writing;
3. Fidelity is authorized to accept and act upon the instruction of my agent/Advisor with respect to my account in accordance with this Agreement until you receive written notice revoking such authority;
4. my agent/Advisor is not affiliated with or an agent of Fidelity and is not authorized to act or make representations on Fidelity's behalf;
5. I understand deposits by check shall be made payable to Fidelity Brokerage Services LLC. Deposits to fund a new account may be attached to my account application. Subsequent deposits should be mailed directly to Fidelity Investments. Overnight mail may be sent to: 100 Crosby Parkway, Mailzone KC1J, Covington, KY 41015. Regular mail may be sent to: P.O. Box 770002, Cincinnati, OH 45277-0075;
6. Fidelity has no responsibility and will not undertake to review, monitor or supervise the suitability or frequency of the investment or trading activity in my account. My agent/Advisor has collected from me such information as is required to determine the suitability of my investment or trading activity;
7. I acknowledge that if I reside outside the United States I have received this application and agreement as a result of my express request for them. I further acknowledge that nothing herein is an offer or solicitation of any security, product or service in any jurisdiction where its offer or sale would be contrary to local law or regulation;
8. 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 of my agent/Advisor with respect to my account.

### 9. How We Support 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 business 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.

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

**To help the government fight the funding of terrorism and money-laundering activities, to verify my identity, Federal law requires that Fidelity obtain my name, date of birth, address, and a government-issued identification number before opening my account. In certain circumstances, Fidelity may obtain and verify this information with respect to any person(s) authorized to effect transactions in an account. For certain entities, such as trusts, estates, corporations, partnerships, or other organizations, identifying documentation is also required. My account may be restricted and/or closed if Fidelity cannot verify this information. Fidelity will not be responsible for any losses or damages (including but not limited to lost opportunity) resulting from any failure to provide this information, or from any restriction placed upon, or closing of, my account. 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.**

I also understand that my account is also carried by National Financial Services LLC ("NFS"), an affiliate of Fidelity, and that all terms of this Agreement also apply between me and NFS. As used in this Agreement, "I" refers to any and all account holder(s) or duly Authorized agent(s)/Advisor(s).

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 may have alternative ways of reaching Fidelity such as the Web and telephone representatives in addition to the automated telephone system.
- the effect of using margin is amplified during periods of high price volatility. If I am a margin investor, I will periodically examine how the use of margin fits within my investment objectives, risk tolerance and financial resources.

For more complete information regarding this topic, please contact Fidelity.

### 2. Custodial Accounts

(Uniform Gifts to Minors Act or Uniform Transfers to Minors Act)

If this is a custodial account, I understand Fidelity will maintain an account established under Uniform Gifts to Minors Act or Uniform Transfers to Minors Act and for which I act as custodian. I understand that I represent and warrant the assets in the account belong to the minor and all such assets, whether or not transferred out of the Fidelity UGMA/UTMA accounts, will only be used by me for the benefit of the minor. As used herein, "I" or "my" shall refer to the custodian or to the minor as the context may require.

### 3. Joint Accounts

If this is a joint account, "I" also refers to all account holders, jointly and severally. All account holders agree that any account holder has authority on behalf of the joint account to:

- Buy, sell (including short sales) and otherwise deal in stock, bonds, options, and other eligible securities or other investments on margin or otherwise.
- Receive demands, notices, confirmations, report statements of account and communications of every kind on behalf of the joint account.
- Receive money, securities and property of every kind and dispose of the same on behalf of the joint account.
- Make agreements relating to any of the foregoing matters and terminate, modify or waive any of the provisions of the Agreement on behalf of the joint account.
- Deal with Fidelity as fully and completely as if he/she alone were interested in this account and without notice to the other account participants.
- Elect and terminate account-related products and services.

All obligations and liabilities arising under this account are joint and several and may be enforced by Fidelity against any or all account holders.

Fidelity is authorized to follow the instruction in every respect of any joint account holder without notice to any other account holder, and to deliver any or all monies, securities or other property to any joint account holder upon the instructions of any joint account holder, or to any other duly authorized person upon such instructions, even if such delivery or payment is to that joint account holder personally and not to the other(s). Fidelity will be under no obligation to inquire into the purpose or propriety of such delivery or payment and is not bound to inquire into the disposition or application of such delivery or payment. This authority remains in force until written notice to the contrary is addressed and delivered to Fidelity at the main office in Boston, MA. Fidelity, in its sole discretion and for its sole protection, may terminate the account upon receipt of such notice and may require the written consent of all account holders prior to acting upon the instruction of any account holder.

Laws governing joint ownership of property vary from state to state. I understand that I am responsible for verifying that the joint registration I select is valid in my state. Generally, however, for **joint tenants with rights of survivorship**, in the event of the death of either tenant, the entire interest in the joint account shall be vested in the surviving joint tenant(s) on the same terms and conditions. For **tenants in common**, joint tenants are responsible for maintaining records of the percent of ownership. In the event of death of either tenant, the interest in their shares of the tenancy shall vest in the decedent's legal representative. Fidelity will take instruction from any joint tenants as if from all joint tenants, but Fidelity reserves the right to require all parties to authorize a transaction. State laws regulating **community property** vary. Consult your own legal advisor.

#### 4. Trust and Business Accounts

If this account is a trust or business account, or this account is not owned by individual person(s), "I" also refers to all account holders, trustees, corporate officers, partners, club members, custodians, guardians, executors, and any other authorized person(s) who hold(s) any position of ownership or fiduciary responsibility for this account.

#### 5. For Corporate Accounts: Corporate Resolution and Authorization

Copy of certain resolutions (certified in Section 5 of the Brokerage Account Application for Business Registrations) adopted by the Board of Directors whereby the establishment and maintenance of trading accounts have been authorized.

#### RESOLVED

**FIRST:** That the individuals listed in Section 3 of the Brokerage Account Application for Business Registrations are, and each of them hereby is, authorized and empowered, for and on behalf of this Corporation (herein called the "Corporation"), to establish and maintain one or more accounts (which may be margin accounts), with Fidelity Brokerage Services LLC and National Financial Services LLC (herein called the "Brokers") for the purpose of purchasing, investing in, or otherwise acquiring, selling (including short-sales), possessing, transferring, exchanging, or otherwise disposing of, or turning to account of, or realizing upon, and generally dealing in and with any and all forms of securities including, but not by way of limitation, shares, stocks, bonds, debentures, notes, scrip, participation certificates, rights to subscribe, options, warrants, certificates of deposit, mortgages, evidences of indebtedness, commercial paper, certificates of indebtedness and certificates of interest of any and every kind and nature whatsoever, secured or unsecured, whether represented by trust, participating and/or other certificates or otherwise.

The fullest authority at all times with respect to any such commitment or with respect to any transaction deemed by any of the said officers and/or agents to be proper in connection therewith is hereby conferred, including authority (without limiting the generality of the foregoing) to give written or oral instructions to the Brokers with respect to said transactions; (to borrow money and securities and to borrow such money and securities from or through the Brokers, and to secure repayment thereof with the property of the Corporation); to bind and obligate the Corporation to and for the carrying out of any contract, arrangement, or transaction, which shall be entered into by any such officer and/or agent for and on behalf of the Corporation with or through the Brokers; to pay by checks and/or drafts drawn upon the funds of the Corporation such sums as may be necessary in connection with any of the said accounts; (to deliver securities and contracts to the Brokers); to deliver securities to and deposit funds with the Brokers; to order the transfer or delivery of securities to any other person whatsoever, and/or to order the transfer of record of any securities, to any name selected by any of the said officers or agents; to affix the corporate seal to any documents or securities to any name selected by any of the said officers or agents; to affix the corporate seal to any documents or agreements, or otherwise; to endorse any securities and/or contracts in order to pass title thereto; to direct the sale or exercise of any rights with respect to any securities; to sign for the Corporation all releases, powers of attorney, and/or other documents in connection with any such account, and to agree to any terms or conditions to control any such account; to

direct the Brokers to surrender any securities to the proper agent or party for the purpose of effecting any exchange or conversion, or for the purpose of deposit with any protective or similar committee, or otherwise; to accept delivery of any securities; to appoint any other person or persons to do any and all things which any of the said officers and/or agents is hereby empowered to do, and generally to do and take all action necessary in connection with the account, or considered desirable by such officer and/or agent with respect thereto.

**SECOND:** That the Brokers may deal with any and all of the persons directly or indirectly by the foregoing resolution empowered, as though they were dealing with the Corporation directly.

**THIRD:** That the Secretary of the Corporation be and he hereby is authorized, empowered and directed to certify, under the seal of the Corporation, or otherwise, to the Brokers:

- a true copy of these resolutions;
- specimen signatures of each and every person by these resolutions empowered;
- a certificate (which, if required by the Brokers, shall be supported by an opinion of the general counsel of the Corporation, or other counsel satisfactory to the Brokers) that the Corporation is duly organized and existing, that its charter empowers it to transact the business by these resolutions defined, and that no limitation has been imposed upon such powers by the By-Laws or otherwise.

**FOURTH:** That the Brokers may rely upon any certification given in accordance with these resolutions, as continuing fully effective unless and until the Brokers shall receive due written notice of a change in or the rescission of the authority so evidenced and the dispatch or receipt of any other form of notice shall not constitute a waiver of this provision, nor shall the fact that any person hereby empowered ceases to be an officer of the Corporation or becomes an officer under some other title, in any way affect the powers hereby conferred. The failure to supply any specimen signature shall not invalidate any transaction if the transaction is in accordance with authority actually granted.

**FIFTH:** That in the event of any change in the office or powers of persons hereby empowered, the Secretary shall certify such changes to the Brokers in writing to the manner herein above provided, which notification, when received, shall be adequate both to terminate the powers of the persons theretofore authorized, and to empower the persons thereby substituted.

**SIXTH:** That the foregoing resolutions and the certificates actually furnished to the Brokers by the Secretary of the Corporation pursuant thereto, be and they hereby are made irrevocable until written notice of the revocation thereof shall have been received by the Brokers.

#### 6. Applicable Rules and Regulations

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

I am aware that various federal and state laws or regulations may be applicable to transactions in my account regarding the resale, transfer, delivery or negotiation of securities, including the Securities Act of 1933 ("Securities Act") and Rules 144, 144A, 145 and 701 thereunder. I agree that it is my responsibility to notify you of the status of such securities and to ensure that any transaction I effect with you will be in conformity with such laws and regulations. I will notify you if I am or become an "affiliate" or "control person" within the meaning of the Securities Act with respect to any security held in my account. I will comply with such policies, procedures and documentation requirements with respect to "restricted" and "control" securities (as such terms are contemplated under the Securities Act) as you may require. In order to induce you to accept orders with respect to securities in my account, I represent and agree that, unless I notify you 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.

#### 7. Commissions/Fees/Pricing

I hereby authorize my agent(s)/Advisor(s) to enter into such schedule of interest rates, commission rates and any other fee schedules for my account as may be determined between my agent(s)/Advisor(s) and Fidelity and I hereby certify that my agent(s)/Advisor(s) has informed me of such interest rates, commission rates and other fee schedules and I agree to be bound thereby.

#### 8. Security Interest

Any credit balances, securities, assets or related contracts, and all other property in which I may have an interest held by Fidelity or carried for my accounts shall be subject to a general lien for the discharge of my obligations to Fidelity, and Fidelity may sell, transfer, or assign any such assets or property to satisfy a margin deficiency or other obligation whether or not Fidelity has made advances with regard to such property.

Shares of any investment company in which I have an interest and for which Fidelity Management & Research Company serves as investment advisor and which are custodied, recordkept, or otherwise administered by an affiliate of Fidelity or NFS, also are subject to a general lien for the discharge of my obligations to Fidelity and NFS, and Fidelity and NFS may redeem any such shares to satisfy my obligation without further notice or demand. However, no provision of this agreement concerning liens or security interests shall apply to any account to the extent such application would

be in conflict with any provisions of ERISA or the Internal Revenue Code relating to retirement accounts.

## 9. Settlement of Transactions

In the absence of a specific demand, all transactions in any of my accounts are to be paid for, securities delivered or required margin deposited no later than 2 p.m. Eastern time on the settlement date. Fidelity reserves the right to cancel or liquidate, at my risk, any transaction not timely settled. Margin calls are due on or before the date indicated regardless of the settlement date of any transaction.

## 10. Account Protection

Securities in accounts carried by National Financial Services LLC ("NFS"), a Fidelity Investments company, are protected in accordance with the Securities Investor Protection Corporation ("SIPC") up to \$500,000 (including cash claims limited to \$100,000). For details, please see [www.sipc.org](http://www.sipc.org). NFS has arranged for additional protection for cash and covered securities to supplement its SIPC coverage. This additional protection covers total account net equity in excess of the \$500,000/\$100,000 coverage provided by SIPC. Neither coverage protects against a decline in the market value of securities.

## 11. Receipt of Communications

Communications may be sent to me at the U.S. postal or electronic mail address of record listed on my application or at such other address I may hereafter give Fidelity and all communications so sent, whether by mail, electronic means, telegraph, messenger or otherwise, shall be deemed given to me personally, whether actually received or not. I understand that I should promptly and carefully review the transaction confirmations and periodic statements and notify Fidelity of any errors. Information contained on transaction confirmations and account statements is conclusive unless I object in writing within five and ten days, respectively, after being transmitted to me or my Authorized agents(s)/Advisor(s).

## 12. Periodic Reports

I will receive a statement of all transactions quarterly, and monthly in the months where there is activity in my account. 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.

## 13. Extraordinary Events

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

## 14. Choice of Marketplace

I understand and acknowledge that when securities can be traded in more than one marketplace, in the absence of specific instructions from me, Fidelity may use its discretion in selecting the market in which to enter my orders.

## 15. Payment for Order Flow

NFS transmits customer orders for execution to various exchanges or market centers based on a number of factors. These include: size of order, trading characteristics of the security, favorable execution prices (including the opportunity for price improvement), access to reliable market data, 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 and/or NFS receive(s) 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.

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

## 16. Purchase of Precious Metals

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

## 17. Modification and Miscellaneous

No provision of this Agreement can be amended or waived except in writing, signed by an authorized representative of Fidelity. If any provision of this Agreement becomes inconsistent with any present or future law or regulation of any entity having regulatory jurisdiction over it, that provision will be superseded or amended to

conform with such law and regulation, but the remainder of this Agreement remains in full force and effect.

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

**This Agreement and its enforcement shall be governed by the laws of the Commonwealth of Massachusetts; shall cover individually and collectively all accounts that I may open or reopen with Fidelity; and shall inure to the benefit of Fidelity's successors and assigns, whether by merger, consolidation or otherwise. Fidelity may transfer my account to your successors and assigns, and this agreement shall be binding upon my heirs, executors, administrators, successors and assigns.**

## 18. Core Transaction Account

Amounts contributed and received will be invested in an income-earning account or in one of the following money market mutual funds of my choice: Fidelity Municipal Money Market Fund, Fidelity Massachusetts Municipal Money Market Fund, Fidelity California Municipal Money Market Fund, Fidelity New York Municipal Money Market Fund, Fidelity New Jersey Municipal Money Market Fund, Fidelity Connecticut Municipal Money Market Fund, Fidelity Ohio Municipal Money Market Fund, Fidelity Michigan Municipal Money Market Fund, Fidelity Arizona Municipal Money Market Fund, Fidelity Florida Municipal Money Market Fund, Fidelity Pennsylvania Municipal Money Market Fund, Fidelity Tax-Free Money Market Fund, or any other fund Fidelity makes available and is selected by me (the "Core Transaction Account") subject to prior payment by you and on my behalf of any outstanding margin loan balances or other debit items or authorized payments of securities account settlements. Your account statement details all activity in the Core Transaction Account. This is provided in lieu of a confirmation that might otherwise be provided by you with respect to those transactions. Any free credit balances in the securities account (i.e., any cash that may be transferred out of the securities account without giving rise to interest charges) automatically will be invested on a daily basis in my Core Transaction Account and be paid monthly. A variable rate of interest may be paid on cash balances awaiting reinvestment (excluding any short credit balances) providing that accrued interest for any particular day equals or exceeds \$.0045. The variable rate of interest paid will be determined by the daily balance in the account. Fidelity reserves the right to increase or decrease the rate at any time without notice.

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.

Investments by check\* may be promptly credited to my Core Transaction Account and will earn interest on the Core Transaction Account prior to final collection of such checks. I understand that access to the redemption proceeds of Core Transaction Account shares purchased with monies so advanced may be withheld for up to 7 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 Transaction Account shall be automatically redeemed to satisfy debit balances in the securities account, check usage, electronic funds transfers, overdrafts and other authorized debit items.

If I so elect, and upon my instructions, monies representing the redemption of Core Transaction Account shares may be transferred to a bank account designated by me. Such monies shall be submitted, at Fidelity's election, via the Federal Reserve wire system or an automated clearing-house system.

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

I understand certain fees may be applicable for services, that you may change the amount of the fees, and that the Core Transaction Account will assume various changes in connection with the account.

Fidelity Management & Research Company will receive a fee for serving as investment adviser 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 selected by me 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.

## 19. Payment of Items

I understand that all debit items including checks, debit card transactions, securities account transactions and electronic funds transfers will be accumulated daily and that

Fidelity will promptly pay each on my behalf to the extent sufficient funds are available. I will maintain sufficient assets in my account to satisfy all obligations as they become due. I understand that payment of any debit item in my account will be made; first, from amounts contributed by me or on my behalf and available that day, or from the proceeds of redemption of Core Transaction Account shares or other Fidelity money market mutual funds in my account, which you are authorized to redeem to pay such items; and second, should these sources prove insufficient, and I have selected the margin option, from margin loans made by Fidelity within the available margin loan value of my securities account. As used in this Agreement, the total cash and margin loan value shall be the "Collected Balance." Any such amount will be a loan by Fidelity to me and will be secured by the securities in my account. If Fidelity extends credit to me, interest will be charged from the date credit is extended, and is subject to the terms of the Margin Account Agreement. Payments for debit items will be made on my behalf in the following order as they become due: First, securities transactions (including margin calls) and other account fees; Second, my checks, if this account has checkwriting.

Fidelity shall not be responsible for the dishonor of any transaction due to insufficient Collected Balance. Other transactions that I initiate or to which I have consented may also reduce my Collected Balance. I understand that if funds in my account are insufficient to pay any item, such items will not be honored. I will promptly return to Fidelity any assets that Fidelity distributes to me but to which I am not entitled.

## 20. Liability for Costs of Collection

I am liable for payment upon demand of any debit balance or other obligation owed in any of my accounts or any deficiencies following a whole or partial liquidation, and I agree to satisfy any such demand or obligation. I agree to reimburse Fidelity for all reasonable costs and expenses incurred in the collection of any debit balance or unpaid deficiency in any of my accounts, including, but not limited to, attorneys' fees.

## 21. Limited Trading Authorization; Allocation of Indemnification Responsibilities

**A.** I have indicated on the Fidelity Brokerage Application that I have authorized one or more agent(s)/Advisor(s) to execute trades on my account, and Fidelity is authorized to accept any trading, servicing, account-related, or other instruction of the Authorized agent(s)/Advisor(s) on my behalf. Fidelity reserves the right to require client authorization at its own discretion, **including changes to my account address instructions.** The Authorized agent(s)/Advisor(s) may inquire in and trade in my account as specified and Fidelity is authorized to accept the instructions of the Authorized agent(s)/Advisor(s). Such instructions shall be limited to purchase and sell orders, provided such transactions do not result in a withdrawal of assets from the account. The authorization shall be applicable to all assets I hold in the specified account. Except as otherwise provided, the Authorized agent(s)/Advisor(s) is not authorized to withdraw, or direct the withdrawal of, assets from my account.

**B.** I understand and agree that:

1. Fidelity is authorized 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 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)/Advisor(s)'s instructions to aggregate transaction orders for my Account with orders for one or more other accounts over which the Authorized agent/Advisor has trading authorization or to accept or deliver assets in transactions executed by other Broker/Dealers where Authorized agent/Advisor has so aggregated orders. I agree that if any such aggregated order is executed in more than one transaction, my portion of such order may be deemed to have been at the weighted average of the prices at which all of such transactions were executed.
3. Fidelity and the Authorized agent(s)/Advisor(s) are not affiliated, and have no relationship except as described in this agreement.
4. Fidelity has no responsibility and will not participate in or review the Authorized agent(s)/Advisor(s)'s trading decisions or in any way review, monitor or supervise the suitability of the investment decision or activity of the Authorized agent(s)/Advisor(s).
5. Fidelity will have no duty to inquire into the authority of the Authorized agent(s)/Advisor(s) to engage in particular transactions or investment strategies or to monitor the terms of any oral or written agreement between me and the Authorized agent(s)/Advisor(s).
6. The Authorized agent(s)/Advisor(s) will comply with, and make all disclosure to Fidelity and as required by all applicable state, Federal and industry securities laws and regulations, and interpretations promulgated thereunder, including but not limited to, the Investment Advisers Act of 1940, the Securities Exchange Act of 1934, the Investment Company Act of 1940 and the NASD Conduct Rules.

**C.** I agree to 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 of the Authorized agent(s)/Advisor(s) with respect to my account.

**D.** This authorization is 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 in any way resulting from any transaction initiated before receipt of the revocation. Furthermore, I understand this authorization 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. **This authorization 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. I further understand that Fidelity reserves the right to request authorization from me prior to executing any transaction requested by my Authorized agent(s)/Advisor(s), and to cease accepting instructions from my Authorized agent(s)/Advisor(s) at Fidelity's sole discretion and for its sole protection.

## 22. Full Trading Authorization; Allocation of Responsibilities; Indemnification

**A.** I have indicated on the Fidelity Brokerage Application that I have authorized one or more agent(s)/Advisor(s) to execute trades on my account and withdraw money and/or securities or other assets, and Fidelity is further authorized to accept any trading, servicing, account-related or other instructions of the Authorized agent(s)/Advisor(s) including instructions for redemptions, deliveries of securities and payment of monies to me directly or to any bank or financial account with a registration identical to this account. Fidelity reserves the right to require client authorization at its own discretion, **including changes to my account address instructions.** An Authorized agent/Advisor may request additional wire transfers to me in accordance with standing wire instructions previously authorized by me in writing. Upon requests for wire transfers from my Authorized agent/Advisor, Fidelity may at its discretion request direct instruction from me. The Authorized agent(s)/Advisor(s) 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, with the exception of standing instructions as set forth below; provided however, that in no event shall the Authorized agent(s)/Advisor(s) be authorized to disburse, direct or transfer any assets or property to any other party except directly to me. However, the Authorized agent/Advisor may request additional disbursements to another party in accordance with standing wire instructions previously authorized by me in writing. Upon requests for wire transfers from my Authorized agent/Advisor, Fidelity may at its discretion request direct instruction from me.

This authorization shall apply only with respect to my brokerage account opened with this application. The Authorized agent(s)/Advisor(s) 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.

**B.** I understand and agree that:

1. Fidelity is authorized 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 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)/Advisor(s)'s instructions to aggregate transaction orders for my Account with orders for one or more other accounts over which the Authorized agent/Advisor has trading authorization or to accept or deliver assets in transactions executed by other Broker/Dealers where Authorized agent/Advisor has so aggregated orders. I agree that if any such aggregated order is executed in more than one transaction, my portion of such order may be deemed to have been at the weighted average of the prices at which all of such transactions were executed.
3. Fidelity and the Authorized agent(s)/Advisor(s) are not affiliated and have no relationship except as described in this agreement.
4. Fidelity has no responsibility and will not participate in or review the Authorized agent(s)/Advisor(s)'s trading decisions or in any way review, monitor or supervise the suitability of the investment decision or activity of the Authorized agent(s)/Advisor(s).
5. Fidelity will have no duty to inquire into the authority of the Authorized agent(s)/Advisor(s) to engage in particular transactions or investment strategies or to monitor the terms of any oral or written agreement between me and the Authorized agent(s)/Advisor(s).
6. The Authorized agent(s)/Advisor(s) will comply with, and make all disclosure to Fidelity and as required by all applicable state, Federal and industry securities laws and regulations, and interpretations promulgated thereunder, including but not limited to, the Investment Advisers Act of 1940, the Securities Exchange Act of 1934, the Investment Company Act of 1940 and the NASD Conduct Rules.

**C.** I agree to 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 of my Authorized agent(s)/Advisor(s) with respect to my account.

**D.** This authorization is 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 in any way resulting from any transaction initiated before receipt of the revocation. Furthermore, it is understood that this authorization 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. **This authorization 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 to request authorization from me prior to executing any transaction requested from my Authorized agent(s)/Advisor(s), and to cease accepting instructions from my Authorized agent(s)/Advisor(s) at Fidelity's sole discretion and for its sole protection.

### 23. Authorization to Direct Disbursement of Funds

If I have so indicated by signing the account application, I agree that my agent(s)/Advisor(s) upon whom I have conferred Full Trading Authorization, has the authority to direct disbursement of funds to me directly or to any bank or financial account with a registration identical to this account. I authorize Fidelity to remit checks, and otherwise to make disbursements of funds held in my account, to an identically registered account at banks, Broker/Dealers, investment companies or other financial institutions, or disbursements by wire to another party in accordance with standing wire instructions previously authorized by me in writing upon my agent(s)/Advisor(s)' written instructions. I understand that Fidelity shall assume no responsibility for reviewing or monitoring any instruction given to Fidelity for my account by my Authorized agent(s)/Advisor(s). I agree to indemnify and hold Fidelity harmless from, and to pay Fidelity promptly upon demand for any and all losses or financial obligations that may arise from the act or omissions of my Authorized agent(s)/Advisor(s) with respect to my account.

### 24. Authorization to Pay Fees to Advisor

By signing the account application, I authorize Fidelity to pay management fees directly to my agent(s)/Advisor(s). I authorize Fidelity to pay agent(s)/Advisor(s) from my account. Fidelity may use money from the Core Transaction Account and/or cash in my account to the extent necessary to pay such fees. Fidelity may rely on the fee calculation submitted by agent(s)/Advisor(s) to Fidelity to deduct from my account. I understand that it is my responsibility to verify the 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 agent(s)/Advisor(s)' representations or upon the above authorization.

Fidelity, 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.

### 25. Assignment

Agent(s)/Advisor(s) may not assign this or any related agreement without the prior written consent of me and Fidelity. With the exception of the authorizations I have granted to my Authorized agent/Advisor, all authorizations granted to my Authorized agent/Advisor shall inure to the benefit of my Authorized agent/Advisor successors, whether by merger, consolidation or otherwise, and assigns and you may transfer the Authorized agent/Advisor authorizations to the successor and assigns.

### 26. Termination of Account

My account may be terminated by me or Fidelity at any time. This agreement will remain in effect until its termination is acknowledged in writing by an authorized representative of Fidelity. I will remain responsible for all charges, debit items, or other transactions initiated or authorized by me, whether arising before or after termination.

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

### 27. Termination of Authorizations

The authorizations I have granted in this Agreement will remain effective until I have revoked any of them by giving written notice to Fidelity. Such revocation will not affect my obligation resulting from transactions initiated prior to Fidelity's receipt of such written notice. I understand that if Fidelity terminates its account agreement with my agent/Advisor, Fidelity will not be obligated to honor the authorization I have granted to my agent/Advisor 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.

### 28. 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.
- (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 us (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 us, 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 New York Stock Exchange, Inc., or the NASD, Inc., as I may designate. If I do not notify you in writing of my designation within five (5) days after I receive from you a written demand for arbitration, then I authorize you to make such designation on my behalf. I understand that judgment upon any arbitration award may be entered in any court of competent jurisdiction.**

**No person shall bring a putative or certified class action to arbitration, nor seek to enforce any Pre-Dispute Arbitration Agreement against any person who has initiated in court a putative class action; or who is a member of a putative class 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.**

# 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. EST 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. EST 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. EST 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.

# Business Continuity Statement for Customers

At Fidelity Brokerage Services LLC ("FBS") and National Financial Services LLC ("NFS"), we recognize how heavily our clients rely on our systems and services. We also recognize that the unexpected can and does occur—from simple situations to major outages. FBS and NFS have successfully supported critical business activities during disruptions of normal business processes resulting from hurricanes, tornados, blizzards, and other natural and man-made disasters.

FBS and NFS have pre-established contingency and disaster recovery plans. Components of these plans are tested periodically to ensure effectiveness. FBS and NFS consider contingency planning to be an iterative process, requiring ongoing review, to assess various risks and appropriate responses.

## Continuity Planning Guidelines

FBS and NFS plans include the ability to recover from situations including, but not limited to, unplanned evacuations, power outages, major water leaks, fire, loss of water, severe weather, and any facilities failures that may cause business interruption. Plans are designed to account for business interruptions of various lengths and scope and require that Fidelity business units are able to recover critical functions according to their time criticality. Key features of FBS's and NFS's corporate disaster recovery planning include annual reviews of the following:

- Identification of all mission critical systems and system backup and recovery for such systems
- A review of financial and operational risks
- Alternate communications between FBS and NFS and our clients
- Employee safety strategies and communications
- Systems and telecommunications accessibility
- Alternate physical site location and preparedness

A corporate business continuity division articulates planning guidelines and coordinates response and event management across FBS and NFS. FBS and NFS also have dedicated business contingency planners to prepare and test its specific plans. FBS and NFS follow enterprise-wide guidelines for contingency planning and disaster recovery from various scenarios.

## Contingency Planning and Business Recovery

FBS and NFS mitigate risks to reduce potential issues and impact. In the event of an outage, FBS and NFS have tested plans to support recovery of its critical business functions. In addition to following the guidelines stated above, FBS's and NFS's recovery plans also include the following:

- **Contingencies for Inclement Weather.** If there is a forecasted weather emergency, hotel rooms are obtained for essential personnel. If the weather emergency could result in an inability to access the primary site, the alternate site would be prepared for use and personnel would be sent there prior to the event. A number of personnel have remote access so they can work from home. Employees can access phone mail and e-mail messages remotely.
- **Designated Contingency Site.** There are pre-established, tested processes for rerouting of critical hotline numbers in the event of a site outage. Clients should experience minimal downtime in their ability to contact FBS and NFS.
- **Notification to Clients.** Procedures for notifying your advisor have been established for FBS and NFS employees to follow in the event of an outage. Notification will include information regarding length of outage, instructions for your advisor to contact Fidelity and support information (e.g., where to send faxes, issues pertaining to data transmissions and communications).
- **Access to Your Funds.** A site outage should not impact your ability to have access to your available funds, as FBS's and NFS's business contingency plans are designed to ensure sustained service. However, your ability to trade securities may be impacted by market events outside of FBS's and NFS's control, such as when the market was closed following the September 11 tragedy. Our tested business continuity plans result in necessary personnel being available to approve transactions that result in the disbursement of available funds. In the event that your advisor ceases operations due to a significant business interruption, you may call 1-800-343-3548 for emergency assistance.

Please note that FBS's and NFS's business continuity plans are reviewed as necessary, and at least annually, to ensure they account for technology, business and regulatory changes, operations, structure or location. The plans are subject to change. You may obtain a current written copy of this notice by contacting NFS directly.

# Fidelity Investments Privacy Policy

## Our Commitment to Privacy

Fidelity Investments and the Fidelity Funds have always been committed to maintaining the confidentiality, integrity and security of personal information about our current and prospective customers. We are proud of our privacy practices and want you to know how we protect this information and use it to service your account.

We hope you will take a moment to review the full privacy policy of the Fidelity Investments family of companies, including certain details that depend on whether you deal with us through an investment professional, your employer, or directly as an individual investor. If you are a shareholder in one or more Fidelity Funds, please also review the related privacy policy of the Funds.

The privacy policies of Fidelity Investments and the Fidelity Funds are reviewed annually. Our printed and online notices are then updated to reflect any material changes. You do not have to contact us to benefit from Fidelity's privacy protections; they apply automatically to all of our customers.

## How and Why We Obtain Personal Information

Fidelity uses personal information about you to provide you with the superior service you expect from us. We may use this information to develop, offer, and deliver products and services; process transactions in your account; respond to inquiries from you or your representative; or to fulfill legal and regulatory requirements. Fidelity may collect public and nonpublic personal information about you from any of the following sources:

- You or your representative on applications or forms (for example, name, address, Social Security number, birth date, assets and income)
- Transactional activity in your account (for example, trading history and balances)
- Other interactions with Fidelity (for example, discussions with our customer service staff or your entry of information into our interactive tools)
- Information services and consumer reporting agencies (for example, to verify your identity, to assess your creditworthiness or to better understand your product and service needs)
- You or your representative regarding your preferences (for example, paper statements vs. electronic statements, or the screen layout you specify if you use our Internet sites)
- Other sources with your consent or with the consent of your representative (for example, from other institutions if you transfer positions into Fidelity)

## How We Protect Your Information

Fidelity has always considered the protection of sensitive information to be a foundation of customer trust and a sound business practice. We employ extensive physical, electronic and procedural controls and we regularly adapt these controls to respond to changing requirements and advances in technology.

Within Fidelity and among our service providers, we restrict access to personal information to those who require it to provide products and services to you. We may share the personal information that we collect with the following entities:

- Affiliates, including affiliated service providers (for example, our data processing company and printing operation)
- Unaffiliated service providers (for example, fulfillment companies and securities clearinghouses)
- Government agencies, other regulatory bodies and law enforcement officials (for example, for tax purposes or for reporting suspicious transactions)
- Other organizations, with your consent or as directed by your representative (for example, if you use Fidelity as a financial reference in applying for credit with another institution)
- Other organizations, as permitted by law (for example, for fraud prevention)
- As described below, in circumstances that apply only to certain subsets of Fidelity customers

## Privacy Online

Privacy, security and service in our online operations are just as critical as in the rest of our business. We therefore employ all of the safeguards described above, along with the following Internet-specific practices.

Fidelity uses a variety of proven protections to maintain the security of your online session. For example, we make extensive use of firewall barriers, encryption techniques and authentication procedures. We may also place cookies and similar files on your hard drive for security purposes, to facilitate site navigation, and to personalize your experience on our site.

When you visit Fidelity's Internet sites, we may also collect technical and navigational information, such as computer browser type, Internet protocol address, pages visited, and average time spent on our Web sites. This information may be used, for example, to alert you to software compatibility issues, or it may be analyzed to improve our Web design and functionality.

## Your Connection to Fidelity

You may interact with us in various ways, and when you do, we may exchange information with parties in addition to those described above. For example, if you conduct business with Fidelity through your employer or investment professional, we may exchange the information we collect with them, or with others at their direction. If we provide services to you on behalf of your employer, we may collect and exchange information such as payroll, banking and insurance data, in addition to the

information listed above. Information collected from investment professionals' customers is not shared with Fidelity affiliates for marketing purposes, except with the consent of the investment professional or the customer.

If you interact with Fidelity directly as an individual investor, we may exchange information about you, as described above, with our affiliates to offer Fidelity products and services. We may also share this individual investor information, under joint marketing agreements with non-affiliated, financial services business partners to offer discounts or other special access to products and services.

If you transact business through Fidelity's life insurance companies, we may validate and obtain information about you from an insurance support organization. The insurance support organization may further share your information with other insurers, as permitted by law.

If you are a former customer, we treat your information in the same manner as that of current customers.

For your convenience, Fidelity offers several options for accessing and, if necessary, correcting your account information. You can review your information independently using your statements, or through our automated telephone or Internet services. You may also e-mail, write or call us with your request for information. If we serve you through an investment professional, please contact them directly. Specific Internet addresses, mailing addresses and telephone numbers are listed on your statements and other correspondence.

## Fidelity Funds Privacy Policy

Protecting your personal information is an important priority for the Fidelity Funds. The Funds' privacy policy is designed to support this objective. The Funds collect nonpublic personal information concerning you in the following ways:

- Information provided by you or your representative on applications or other forms furnished to the Funds or through other interactions that you or your representative have with the Funds
- Information arising from your investments in or accounts with the Funds
- Information the Funds receive from a consumer reporting agency

The Funds employ physical, electronic and procedural controls to safeguard your information. For example, the Funds authorize access to your personal and account information only for personnel who need that information in order to provide products or services to you.

The Funds do not disclose any nonpublic personal information about you, except as permitted by law. For example, the Funds have entered into a number of arrangements with Fidelity Investments to provide for investment management, distribution and servicing of the Funds.

If you decide to close your account, the Funds will continue to adhere to the privacy policies and practices as described in this notice.

Please read the Fidelity Funds Privacy Policy in conjunction with the Privacy Policy for the Fidelity Investments companies of which you are also a customer.

The Fidelity Investments Privacy Policy is provided on behalf of:

- Fidelity Brokerage Services LLC
- Fidelity Distributors Corporation
- Fidelity Employer Services Company LLC
- Fidelity Investments Institutional Operations Company, Inc.
- Fidelity Investments Institutional Services Company, Inc.
- Fidelity Management Trust Company
- Fidelity Personal Trust Company, FSB
- Fidelity Stock Plan Services LLC
- Fidelity Investments Life Insurance Company
- Empire Fidelity Investments Life Insurance Company
- Fidelity Insurance Agency, Inc.
- National Financial Services LLC
- Strategic Advisers, Inc.
- Other companies owned by Fidelity Investments using the Fidelity name to provide financial services to customers

The Fidelity Funds Privacy Policy is provided on behalf of:

- The Fidelity Investments family of mutual funds

