

# Fidelity BrokerageLink®

## Participant Acknowledgement Form

By signing this form, I (the "Participant") hereby acknowledge that the limited trading authority conferred on the Participant by the named fiduciary shall be exercised in accordance with the following terms and conditions as well as the terms and conditions of the BrokerageLink Account Terms and Conditions and my employer's retirement benefit plan (the "Plan") indicated in Section 1 below, and such other agreements as may exist between the named fiduciary and Fidelity.

### Important Notice

The Plan Sponsor, Plan Administrator, and other Plan Officials ("Plan") have not evaluated the investments available through this brokerage account option. The Plan does not and will not monitor the investments available under the brokerage account option. I understand that Fidelity BrokerageLink® is being provided solely to provide participants with additional flexibility in making their retirement plan investments. I further understand and acknowledge that: 1) the Plan does not make any representations or warranties as to the soundness of any investments available through the brokerage account option; 2) the Plan is not responsible for and will not review or monitor the investments available through BrokerageLink; 3) the Plan is not responsible for and will not evaluate my investment choices; 4) it is my sole responsibility to determine if the investments available through BrokerageLink are suitable for my personal retirement savings plan; 5) the Plan is not liable for any loss that may result from my investment choice(s) under BrokerageLink; and 6) I assume all liability for losses/consequences attributable to any investment decision made in connection with my BrokerageLink account. I understand that there may be additional fees and charges for my participation in the BrokerageLink option, including but not limited to: annual account maintenance fee, fees associated with each trade made via the BrokerageLink option, and other fees as set and authorized by the Plan. I agree that these fees may be charged directly against my account balance.

### 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.

### Important Information about your Plan's BrokerageLink Accounts

The only way to fund or make additional investments in a BrokerageLink account is by a transfer of assets from your Plan's standard plan option account. This can be accomplished by contacting your Plan's toll-free telephone number during regular Plan hours, Monday through Friday.

- Please refer to your Plan Fact Sheet for specific information on minimum initial and subsequent investment requirements and restrictions when establishing the BrokerageLink account.
- Any applicable commissions or sales charges must be included in the transfer amount, and cannot be paid separately (an IRS requirement).
- The Fidelity BrokerageLink Commission Schedule will apply to trades placed in the BrokerageLink account over which you have been granted limited trading authority and is subject to change.
- If you have any questions, please contact Fidelity using your Plan's toll-free number.
- If you would like to trade options in the BrokerageLink account, a separate option application must be completed to establish this feature. Please check your Plan's Fact Sheet to see if your Plan allows for option trading.

**Please refer to the Fact Sheet to complete this form.**

### 1 Account Setup

#### Plan Information:

<input type="text"/>	<input type="text"/>	<input type="text"/>
Plan Number	Name of Plan Trustee(s)	Name of Plan

#### Participant Information:

<input type="text"/>	<input type="text"/>	<input type="text"/>
Participant's Name (First Name)	(Middle Initial)	(Last Name)
SSN # <input type="text"/>	Date of Birth <input type="text"/>	
<input type="text"/>	<input type="text"/>	<input type="text"/>
Permanent Address (no P.O. Boxes)	City	State Zip
<input type="text"/>	<input type="text"/>	<input type="text"/>
Mailing Address (if different from above)	City	State Zip
<input type="text"/>	<input type="text"/>	<input type="text"/>
Evening Phone # <input type="text"/>	Daytime Phone # <input type="text"/>	
Driver's License # (if available): <input type="text"/>		State of Issuance: <input type="text"/>
Country of citizenship: <input type="checkbox"/> U.S. <input type="checkbox"/> Other (please specify) <input type="text"/>	Country of tax residence: <input type="checkbox"/> U.S. <input type="checkbox"/> Other	



## 2 Financial Profile (Required)

See the "Your Investment Objective" section below for descriptions. Please select your investment objective.

<input type="checkbox"/> Short-Term	<input type="checkbox"/> Growth
<input type="checkbox"/> Conservative	<input type="checkbox"/> Aggressive Growth
<input type="checkbox"/> Balanced	<input type="checkbox"/> Most Aggressive

### Annual Income (from all sources):

<input type="checkbox"/> Under \$20,000
<input type="checkbox"/> \$20,000–\$50,000
<input type="checkbox"/> \$50,001–\$100,000
<input type="checkbox"/> Over \$100,000

### Estimated Net Worth (excluding residence):

<input type="checkbox"/> Under \$30,000
<input type="checkbox"/> \$30,000–\$50,000
<input type="checkbox"/> \$50,001–\$100,000
<input type="checkbox"/> \$100,001–\$500,000
<input type="checkbox"/> Over \$500,000

### Estimated Liquid Net Worth:

<input type="checkbox"/> Under \$15,000
<input type="checkbox"/> \$15,000–\$50,000
<input type="checkbox"/> \$50,001–\$100,000
<input type="checkbox"/> \$100,001–\$500,000
<input type="checkbox"/> Over \$500,000

### Federal Tax Bracket:

<input type="checkbox"/> 15% or below
<input type="checkbox"/> 25%
<input type="checkbox"/> 28% or higher

## Your Investment Objective

Pursuant to various securities regulations, Fidelity is required to ask you to list your investment objective for the BrokerageLink account over which you have been granted limited trading authority. We are providing you with descriptions and examples of typical investments for each investment objective presented on the BrokerageLink Participant Acknowledgement Form. Please review these descriptions to ensure that the investment objective selection you make or have already made is appropriate. If at any time you would like to revise your investment objective, please contact Fidelity using your plan's toll-free number.

Trading through BrokerageLink is self-directed. Neither Fidelity nor your plan sponsor assumes responsibility for determining if the investments you select are suitable for you.

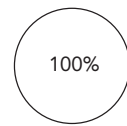
### Check one profile. (Determine your profile using the information below.)

#### SAMPLE PORTFOLIO MIX

#### Asset Class

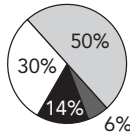
<input type="checkbox"/> Short-Term
<input type="checkbox"/> Foreign Stocks
<input type="checkbox"/> Domestic Stocks
<input type="checkbox"/> Bonds

#### Short-Term

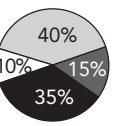


Lower risk  
Shorter time frame

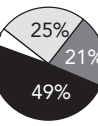
#### Conservative



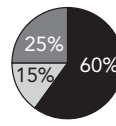
#### Balanced



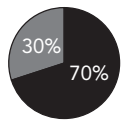
#### Growth



#### Aggressive Growth



#### Most Aggressive



Higher risk  
Longer time frame

<b>Short-Term</b>	You seek to preserve your capital and can accept the lowest returns in exchange for price stability.
<b>Conservative</b>	You seek to minimize fluctuations in market values by taking an income-oriented approach with some potential for capital appreciation.
<b>Balanced</b>	You seek the potential for capital appreciation and some income and can withstand moderate fluctuations in market value.
<b>Growth</b>	You have a preference for growth and can withstand significant fluctuations in market value.
<b>Aggressive Growth</b>	You seek aggressive growth and can tolerate wide fluctuations in market values, especially over the short term.
<b>Most Aggressive</b>	You seek very aggressive growth and can tolerate very wide fluctuations in market values, especially over the short term.

Generally, among asset classes, stocks may present more short-term risk and volatility than bonds or short-term instruments but may provide greater potential return over the long term. Although bonds generally present less short-term risk and volatility than stocks, bonds do entail interest rate risk (as interest rates rise, bond prices usually fall, and vice versa) and the risk of default, or the risk that an issuer will be unable to make income or principal payments. Additionally, bonds and short-term investments entail greater inflation risk, or the risk that the return of an investment will not keep up with increases in the prices of goods and services, than stocks. Finally, foreign investments, especially those in emerging markets, involve greater risk and may offer greater potential return than U.S. investments.

## 3 Additional Information

### Dividend Reinvestment

Dividends and capital gain distributions from mutual funds held in BrokerageLink accounts are automatically reinvested in each respective mutual fund. Dividends and interest income from individual securities held in BrokerageLink accounts are automatically invested in the BrokerageLink core money market mutual fund, Fidelity Cash Reserves. Certain individual securities are eligible to participate in the Fidelity Dividend Reinvestment Program. Enrollment in this service authorizes Fidelity to automatically reinvest cash dividends and capital gain distributions paid on eligible domestic securities and closed-end funds held in BrokerageLink accounts in additional shares of the same security. Please check the box below to participate in the Dividend Reinvestment Program. Please refer to the Fidelity BrokerageLink Account Terms and Conditions for more information.

I would like to enroll in the Fidelity Dividend Reinvestment Program.

### Beneficiaries

Your retirement benefit plan account beneficiary designation will also apply to your BrokerageLink account.



**4 Signature**

I hereby acknowledge the authority conferred on me, the Participant, by the Trustee of my employer's retirement benefit plan indicated in Section 1 on the previous page, and as more fully described in the attached BrokerageLink Account Terms and Conditions. I understand that Fidelity Brokerage Services LLC ("FBS"), and National Financial Services LLC ("NFS") (collectively, "Fidelity") shall perform brokerage services with regard to the BrokerageLink Account over which I have been granted limited trading authority.

I understand that, upon Plan Sponsor and Trustee(s)' request in accordance with applicable rules and regulations, Fidelity will supply my name to issuers of any securities held in this account so that I might receive important information regarding them unless I notify Fidelity in writing not to do so.

**I certify under penalties of perjury that: (1) I am a U.S. person (including a U.S. resident alien) and (2) my Social Security number provided on the previous page is correct (or I am waiting for one to be issued to me).** I also certify that I am at least 18 years of age and of full legal age in the state in which I reside.

I understand that Fidelity may monitor or tape-record telephone conversations with me in order to permit Fidelity to verify data concerning any transactions I request. I hereby consent to such monitoring or recording. I understand that this account will be invested in accordance with my instructions as given from time to time to Fidelity. I understand that it is my responsibility to read the prospectus for any mutual fund which I purchase or into which I exchange. I have read the prospectus for Fidelity Cash Reserves, the core money market mutual fund in which I am investing and which shall be used to hold assets of this account pending other investment instructions, and agree to the terms of the prospectus. I hereby choose Fidelity Cash Reserves as the money market mutual fund to be used to hold assets of this account pending other investment instructions. **I understand that the attached BrokerageLink Account Terms and Conditions of which this Acknowledgement Form is a part and their enforcement shall be governed by the laws of the Commonwealth of Massachusetts.** It shall cover individually and collectively the BrokerageLink account which I may open or reopen with Fidelity. It shall inure to the benefit of Fidelity's successors and assigns, whether by merger, consolidation, or otherwise. Fidelity may transfer this account to its successors and assigns, and the terms of this acknowledgement shall be binding upon my heirs, executors, administrators and successors.

If I have not checked the box for Associations, I represent and warrant that I am not associated with or employed by a stock exchange or a broker-dealer or I am not a control person or associate of a public company under SEC Rule 144 (such as director, 10% shareholder, or a policy-making officer), or an immediate family or household member of such a person.

Acceptance of this BrokerageLink Participant Acknowledgement Form will be evidenced by a Letter of Acceptance sent by, or on behalf of, FBS and NFS. **By signing below, I hereby consent to the terms and conditions of the attached BrokerageLink Account Terms and Conditions of which this Acknowledgement Form is a part.**

I REPRESENT THAT I HAVE READ THE BROKERAGELINK ACCOUNT TERMS AND CONDITIONS GOVERNING THE BROKERAGELINK ACCOUNT FOR WHICH I HAVE BEEN GRANTED LIMITED TRADING AUTHORITY AND AGREE TO BE BOUND BY SUCH TERMS AND CONDITIONS AS CURRENTLY IN EFFECT AND AS MAY BE AMENDED FROM TIME TO TIME.

**This account is governed by a pre-dispute arbitration clause which is located on page 10 of the attached BrokerageLink Account Terms and Conditions. I acknowledge receipt of the pre-dispute arbitration clause.**

Participant Signature

(Please keep a copy of this application as a record.)

Date

Fidelity will complete this section.

Approving Manager's Signature

Fidelity Investments and Fidelity BrokerageLink are registered service marks of FMR LLC. Accounts are carried with our affiliate, National Financial Services LLC, Member of NYSE, SIPC.

Date

Return form to:

**(Express Mail Address)**

Fidelity Investments  
100 Crosby Parkway  
Mailzone KC1K  
Covington, KY 41015

Fidelity Investments  
P.O. BOX 770001  
Cincinnati, OH 45277-0036

## Fidelity BrokerageLink® Account Terms and Conditions

Please retain this section for your records.

**Nature of Services Provided.** Upon acceptance by Fidelity Brokerage Services LLC ("FBS"), National Financial Services LLC ("NFS"), and their respective employees, agents, and representatives (together "Fidelity" or "you" or "your"), of my completed and signed BrokerageLink Participant Acknowledgement Form ("Acknowledgement Form"), I understand that Fidelity will maintain a BrokerageLink account in the name of the Trustee(s) of my employer's retirement benefit plan indicated in Section 1 of the Acknowledgement Form over which I have been granted limited trading authority and buy or sell securities in the BrokerageLink account according to my instructions. All decisions relating to any investment or trading activity will be made by me, and I shall accept full responsibility for such decisions. I agree to notify Fidelity in writing of any material changes in my financial circumstances or investment objectives.

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.

I acknowledge that I am a Participant in a retirement benefit plan ("Plan") that is subject to the Internal Revenue Code ("IRC") and, if applicable, subject to the Employee Retirement Income Security Act of 1974 ("ERISA"). I acknowledge that this BrokerageLink account is governed by certain Plan documentation which sets forth the respective rights and obligations among the Plan, its fiduciaries, and Plan Participants. I acknowledge that, although certain restrictions have been imposed which are designed to prevent my investments and trading activity from violating applicable laws and the provision of the Plan, Fidelity will not undertake to advise me whether my investment or trading activity does so comply, and I will make all such determinations. I acknowledge that I am restricted from purchasing stock issued by my employer. I acknowledge that Fidelity reserves the right to liquidate or cancel, at my risk and for this BrokerageLink account, any transaction that Fidelity determines, pursuant to guidelines and directions provided by the named fiduciary, to be impermissible or inconsistent with applicable laws or the Plan. I acknowledge that I have received information regarding the policies and procedures applicable to this BrokerageLink account and understand that I will receive more detailed information once my acknowledgement form is processed including, but not limited to, commission schedules and a BrokerageLink Handbook, and a fact sheet for my Plan.

I understand that Fidelity may charge certain additional fees for maintaining a BrokerageLink account as more fully disclosed to me in the documents described above. I understand that, when I place a trade, Fidelity and/or one of its affiliates may receive payment for their role in completion of the transaction. I understand that in the event that there are insufficient funds in the BrokerageLink Core Fund, as defined herein, to pay any fees or cover any debts due Fidelity or a third party, the Plan's named fiduciary has authorized Fidelity and its affiliates, without notice to me, to collect such amounts by selling securities held in the BrokerageLink account or from the Plan's standard plan options account. I understand that Fidelity may, upon direction from the named fiduciary and without notice to me, buy and sell securities in the BrokerageLink account, and move assets into and out of the BrokerageLink account. I acknowledge that, upon direction from the named fiduciary and without notice to me, Fidelity may liquidate the BrokerageLink account and distribute the proceeds to me or move the assets to such other account as the named fiduciary may identify.

I understand that BrokerageLink accounts are carried by National Financial Services LLC, an affiliate of FBS. I understand that Fidelity may monitor or tape-record conversations with me in order to verify data concerning any transactions I request. I hereby consent to such recording.

I understand that Fidelity will not be responsible for the accuracy, completeness, timeliness or use of any information received by me from third-party data services and that Fidelity does not make any warranty concerning such information.

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, NFS's order-routing policies, taking into consideration all of the factors listed above, are designed to result in favorable transaction processing for customers. NFS reserves the right to wait for the primary exchange to open before commencing trading in a particular security.

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

- (a) Obtaining and verifying account information and documentation.
- (b) Opening, approving, and monitoring trading and other activity in my account.
- (c) Accepting orders and other instructions from me regarding my account, and for promptly and accurately transmitting those orders and instructions to NFS.
- (d) Determining the suitability of investment recommendations and advice, and that those persons placing instructions for my account are authorized to do so. NFS will not give me advice about my investments and will not evaluate the suitability of investments made by me, my investment representative, or any other party.
- (e) Operating and supervising my account and its own activities in compliance with applicable laws and regulations, including compliance with federal, industry, and NFS margin rules pertaining to my margin account, and for advising me of margin requirements.
- (f) Maintaining the required books and records for the services it performs.
- (g) Investigating and responding to any questions or complaints I have about my account(s), confirmations, my periodic statement, or any other matter related to my account(s). FBS will notify NFS with respect to matters involving services performed by NFS.

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

- (a) The clearance and settlement of securities transactions.
- (b) The execution of securities transactions, in the event NFS accepts orders from FBS.
- (c) Preparing and sending transaction confirmations and periodic statements of my account (unless FBS has undertaken to do so).
- (d) Acting as custodian for funds and securities received by NFS on my behalf.
- (e) Following the instructions of FBS with respect to transactions and the receipt and delivery of funds and securities for my account.
- (f) Extending margin credit for purchasing or carrying securities on margin.
- (g) Maintaining the required books and records for the services it performs.

FBS and/or NFS receives remuneration, compensation, or other considerations 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.

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

### Callable Securities Lottery

I acknowledge that when street name or bearer securities held for me are subject to a partial call or partial redemption by the issuer, NFS may or may not receive an allocation of called/redeemed securities by the issuer, transfer agent, and/or depository. If NFS is allocated a portion of the called/redeemed securities, NFS utilizes an impartial lottery allocation system, in accordance with applicable rules, that randomly selects the securities within customer accounts that will be called/redeemed. NFS's allocations are not made on a pro rata basis and it is possible for me to receive a full or partial allocation, or no allocation. I have the right to withdraw uncalled fully paid securities at any time prior to the cutoff date and time established by the issuer, transfer agent, and/or depository with respect to the partial call, and also to withdraw excess margin securities, provided my account is not subject to restriction under the Federal Reserve's Regulation T or such withdrawal will not cause an undermargined condition. For more information and an example of the impartial lottery process, I understand that if I need to I can go to: [http://personal.fidelity.com/products/fixedincome/muniresets\\_overview.shtml.cvs](http://personal.fidelity.com/products/fixedincome/muniresets_overview.shtml.cvs).

### Fidelity's Role

I understand that Fidelity will execute transactions as I direct, consistent with my level of authorization. Fidelity assumes no responsibility for reviewing or monitoring my investment decisions or other activity in connection with the BrokerageLink account.

I am responsible for determining whether any investment, security, or strategy is appropriate or suitable for me based on my investment objectives and financial situation, and Fidelity will not give me any tax, legal, or investment advice or recommendations.

I agree that Fidelity may, but is not obligated to, perform a background check on me or otherwise verify any information I provide. I agree that Fidelity has the right to reject my request for limited trading authority over the BrokerageLink account as a result of such a credit report or for any other reason at any time.

If I interact with Fidelity as an individual investor, Fidelity may collect and make non-personal historical trading data available to institutional clients on an aggregate basis for analysis purposes (such as trending).

### My Role as Agent

I am solely responsible for all of my trading and other activities in connection with the BrokerageLink account. I agree to act in connection with the BrokerageLink account only as specifically authorized, and to comply with all applicable laws and regulations in connection with the BrokerageLink account.

**1. Release and Indemnification.** I agree to indemnify and hold Fidelity, its affiliates, successors, assigns, control persons, officers, directors, agents and employees harmless from, and to pay Fidelity promptly upon demand for, any and all losses, liabilities, claims, and costs including reasonable attorneys' fees that may arise from my acts or omissions related to the BrokerageLink account. This Release and Indemnification is in addition to and in no way restricts any rights which may exist at law or under any other agreement(s) between me and Fidelity or between the named fiduciary and Fidelity or one of its affiliates.

**2. Application Rules and Regulations.** All transactions through Fidelity are subject to the constitutions, 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 the BrokerageLink 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 the BrokerageLink 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 the BrokerageLink 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 of an "affiliate" of the issuer of a security, any transaction in such security may be governed by the issuer's insider trading policy and I agree to comply with such policy. Pursuant to industry regulations, I will also notify you if I am or become affiliated or employed by a stock exchange, or member firm of an exchange or FINRA, a municipal securities dealer, or by Fidelity.

**3. Liability for Costs of Collection.** I am liable for payment upon demand of any debit balance or other obligation owed in the BrokerageLink account or 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 the BrokerageLink account, including but not limited to, attorneys' fees.

**4. Security Interest.** Any credit balances, securities, assets, or related contracts, and all other property in which I may have an interest held by you or carried for BrokerageLink accounts shall be subject to a general lien for the discharge of my obligations to you, and you may sell, transfer, or assign any such assets or property to satisfy a deficiency or other obligation whether or not you have made advances with respect to such property. Shares of any investment company in which I have an interest and for which Fidelity Management & Research Company serves as investment adviser and which are custodied, recordkept, or otherwise administered by an affiliate of FBS or NFS, also are subject to a general lien for the discharge of my obligation to Fidelity, and Fidelity may redeem any such shares to satisfy my obligation without further notice or demand. No provisions of this agreement concerning liens or security interests shall apply to any BrokerageLink account to the extent that such application would be in conflict with any provision of ERISA, or the Internal Revenue Code of 1986, as amended, relating to retirement accounts.

**5. Extraordinary Events.** Fidelity shall not be liable for any losses 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.

**6. Periodic Reports.** I will receive a statement of all transactions quarterly, and monthly in the months in which there is activity in the BrokerageLink account. The statement will detail securities bought or sold in the BrokerageLink account, the number of fund shares that were purchased or redeemed, and any fees assessed.

**7. Shareholder Rights.** I understand that the Plan Sponsor has delegated to me the authority to exercise all shareholder rights relating to securities and mutual funds held in my BrokerageLink account that would otherwise rest with the owner of such securities. These rights include but are not limited to proxies, tender offers, exchange offers and securities law class actions. Pursuant to this delegation, I will receive materials regarding such rights and will be responsible for completing and submitting any required instruction forms to provide direction regarding voting or tender offers and submit any proof of claims necessary to participate in class actions.

**8. Choice of Marketplace.** When securities may 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 place my order.

**9. BrokerageLink Core Fund.** Amounts contributed and received in this BrokerageLink account will be invested in the Fidelity Cash Reserves money market mutual fund (the "BrokerageLink core fund"), subject to previous payment by me or on my behalf of any outstanding debit item for authorized payment of securities account settlements. The account statement for this BrokerageLink account will detail all activity in the BrokerageLink core fund. This is provided in lieu of a confirmation that might otherwise be provided to me with respect to those transactions. Any cash balances in the BrokerageLink account will be automatically invested on a daily basis in the BrokerageLink core fund. I understand that Fidelity Management & Research Company will receive a fee as more fully described in the BrokerageLink core fund prospectus for serving as investment adviser to the BrokerageLink core fund.

Investments in the BrokerageLink core fund are made by transferring cash from my Plan's standard plan options or directing payroll deductions to the BrokerageLink account. These investments are promptly credited to the BrokerageLink core fund and will earn dividends of the BrokerageLink core fund as described in that fund's prospectus. Only retirement savings plan assets may be invested in this BrokerageLink account; any attempt to invest non-retirement savings plan money into a BrokerageLink account will be rejected or withdrawn immediately at my expense and without notice upon direction from the named fiduciary.

Shares of the BrokerageLink core fund will be redeemed at their net asset value. Such shares shall automatically be redeemed to satisfy debit balances in the securities account and other authorized items upon direction from the named fiduciary without notice to me.

An investment in a money market mutual fund is neither insured nor guaranteed by the Federal Deposit Insurance Corporation or any other U.S. government agency. Although a money market mutual fund seeks to preserve the value of my investment at \$1 per share, it is possible to lose money by investing in a money market mutual fund.

I ratify any instructions given on this BrokerageLink account and any account of another Fidelity fund into or from which I exchange, and agree that neither Fidelity nor the fund's transfer agent will be liable for any loss, cost, or expense for acting upon such instructions if Fidelity follows reasonable procedures designed to prevent unauthorized transactions. I understand that it is my responsibility to read the prospectus of any other Fidelity fund or non-Fidelity fund which I purchase or into which I exchange.

I have received and read a copy of the prospectus of the BrokerageLink core fund, containing a more complete description of the fund, and its fees, charges, and operations.

**10. Payment of Items.** I understand that all debit items, including securities purchased in this BrokerageLink account, will be accumulated daily and that you will promptly pay each on my behalf to the extent that sufficient funds are available. I will maintain sufficient assets in this BrokerageLink account to satisfy all obligations as they become due. I understand that payment of any debit item in this BrokerageLink account will be made from the proceeds of redemption of BrokerageLink core fund shares which the Plan will instruct Fidelity to redeem to pay such items. I further understand that the Plan may liquidate positions held in this BrokerageLink account in accordance with underlying Plan documents.



**11. Settlement of Transaction.** In the absence of a specific demand, all transactions in this BrokerageLink account are to be paid for, and securities delivered no later than 2 p.m. Eastern time on the settlement date. Fidelity reserves the right to cancel or liquidate, at my sole risk, any transaction not timely settled based on direction from the named fiduciary.

**12. Receipt of Communications.** Communications by mail, electronic means, messenger, telegraph, or otherwise sent to me at the U.S. postal or electronic mail address of record listed on the BrokerageLink Limited Trading Authorization Form, or any other address I may have given FBS, are presumed to be delivered to and received by me, whether actually received or not. I understand that I should promptly and carefully review the transaction confirmations and statements and notify you 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 transmitted to me.

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

FBS reserves the right to charge a service fee or close any BrokerageLink account that fails to maintain minimum activity or balance requirements, and further reserves the right to close a BrokerageLink account or remit credit balances because of insufficient investment-related activity.

FBS may periodically review the account activity in this account, and reserves the right to charge reasonable inactivity fees or close or change the optional account features, fees, and services for any reason including, but not limited to, insufficient investment-related activity in accordance with the regulations of the New York Stock Exchange. FBS will notify me if any changes or charges are imposed. Termination will result in the cancellation of this securities account and other features or privileges.

**14. Modification and Miscellaneous.** No provision of this agreement can be amended or waived except in writing by an authorized representative of FBS. 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 to such law or regulation, but the remainder of this agreement will remain in force and effect.

The failure of Fidelity at any time to require performance by me of any provision of the terms and conditions of this agreement will not limit the right to require such performance at any time thereafter. Fidelity reserves the right, at its sole discretion and without previous 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 instructions, including options transactions, may result in losses in this account. I may not assign this or any related agreement without previous written consent of Fidelity.

**These Terms and Conditions and their enforcement shall be governed by the laws of the Commonwealth of Massachusetts, except as superseded by federal law or statute; shall cover individually and collectively all BrokerageLink relationships 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 these BrokerageLink assets to my successors, and these Terms and Conditions shall be binding upon my heirs, executors, administrators and successors.**

### **Electronic Services Customer Agreement**

**1. Overview.** I understand that this Agreement ("Agreement") between Fidelity and me (Fidelity refers to Fidelity Brokerage Services LLC, Fidelity Distributors Corporation, and National Financial Services LLC, as the context may require) states the terms and conditions of my use of Fidelity's Electronic Services. Fidelity's Electronic Services (the "Services") include but may not be limited to Fidelity.com, Fidelity Automated Service Telephone (FAST®), Fidelity Active Trader Pro,® Fidelity's alerts and wireless trading services, and any online securities trading or informational system, Web-based, wireless, or otherwise, established by Fidelity directly or through online business partners that Fidelity may make available in the future. The Services make available to me a variety of interactive computer, handheld device, and telephone services that generally allow me to access my Fidelity accounts, enter orders to buy and sell certain securities, and obtain quotations and other information via electronic transmission.

I agree to use the Services only in accordance with this Agreement.

**2. Responsibilities of User; Scope of Use.** I shall be the only authorized user of the Services under this Agreement and shall only use the Services for my personal, non-commercial purposes. I agree not to disseminate any information obtained under this agreement in any manner to third parties without the express written consent of Fidelity. I shall be responsible for the confidentiality and use of my password(s) and other security data, methods, and devices. I understand that I shall be solely responsible for all orders electronically transmitted, or use of any data, information, or services obtained using my passwords and other security data. I accept full responsibility for the monitoring of my account. I agree that Fidelity shall not be under a duty to inquire as to the authority or propriety of any instructions given to Fidelity by me or via my personal identification number ("PIN"), and shall be entitled to act upon any such instructions; and Fidelity will not be liable for any loss, cost, expense, or other liability arising out of any such instructions. I agree that the Services are the proprietary property of Fidelity and/or third parties from which Fidelity has obtained rights.

I understand that I must use caution when placing market orders because the price of securities may change sharply during the trading day or after hours, and that if I have limited assets to pay for a transaction, such as in a retirement account with contribution restrictions, I should consider placing a limit order. In addition, I understand and agree that if I cannot pay for a transaction, Fidelity may liquidate account assets at my risk. I also understand that during periods of heavy trading or volatility, the quotes provided as "real time" may not reflect current market prices or quotes. In addition, when quotes are rapidly changing, each quote update may not be reported to me.

I represent and agree that the following statements are and will continue to be true so long as I have access to the Services: (a) I will not use any information or market data provided by a national securities exchange or association in connection with any professional or commercial activities, and I agree to notify you if I intend to do so and to pay any additional charges in connection therewith; and (b) I will not use the Services in conjunction with any business as a broker-dealer, investment advisor, futures commission merchant, commodities introducing broker or commodity trading advisor, member of a securities exchange or association or futures contract market, or an owner, partner, or associated person of any of the foregoing; and (c) if I am employed by a bank or insurance company or an affiliate of either, I will not perform functions related to securities or commodity futures trading activity, except with respect to my personal account(s) with Fidelity.

**3. User Consent.** I understand that if I use any of your electronic services, or if I provide you with my e-mail address, I will have my personal financial information transmitted electronically, and I will receive my initial notice of your privacy policy electronically. This includes but is not limited to the identity and number of shares that I trade and the net dollar price for the shares. I consent to the transmission by electronic means of such information through the Services; such consent shall be effective at all times that I use the Services.

If I use a Service, I agree and consent to receive Fidelity's privacy notices or policies electronically, and to such end Fidelity and its affiliates may post privacy notices or policies on its Web sites. I understand that telephone calls to Fidelity may be monitored or recorded, and I hereby consent to such monitoring or recording.

**4. Error Notification.** I understand that all trade orders placed through the Services are at my sole risk and responsibility. I further understand I must notify Fidelity of the existence of certain circumstances relating to my use of the Services. Specifically, I agree that any trade orders given by me and any information furnished to me by use of the Services shall be subject to the following terms and conditions:

(a) If an order has been placed through the Services and I have not received a reference number reflecting the order, I shall immediately notify Fidelity.

(b) If an order has been placed through the Services and I have not received an accurate written confirmation of the order or of its execution within five (5) business days, I shall immediately notify Fidelity.

(c) If I have received confirmation of an order that I did not place or any similar conflicting report, I shall immediately notify Fidelity.

(d) If there is a discrepancy in the account balance, security positions, or order status reported to me by Fidelity, I shall immediately notify Fidelity.

(e) If there is any other type of discrepancy or suspicious or unexplained occurrence relating to the Services or my account, I shall immediately notify Fidelity.

(f) All notifications to Fidelity pertaining to this Agreement shall be directed to: Fidelity Investments Client Services, PO Box 770001, Cincinnati, OH 45277-0045 or by calling 1-800-544-6666.

(g) I shall immediately notify Fidelity if my PIN and/or Access Device I use with the Services is lost or stolen or if there is unauthorized use of my PIN.

If I fail to notify Fidelity when any of the above conditions (a)-(f) occur (and in any event if the above condition (g) occurs), neither Fidelity nor any of its employees, agents, affiliates, subsidiaries, control persons, or its parent, nor any third parties, can or will have any responsibility or liability to me or to any other person whose claim may arise through me for any claims with respect to the handling, mishandling, or loss of any order or information. Notwithstanding my notification to Fidelity, Fidelity shall not be liable for any losses related to the Services except as expressly set forth in this Agreement. I understand that Fidelity shall not be deemed to have received any order electronically transmitted by me until Fidelity has acknowledged to me that the order has been received by Fidelity. I accept full responsibility for the monitoring of my account.

**5. Limitation of Liability and Disclaimer of Warranties.** Any liability arising out of the Services for which Fidelity is determined to be responsible shall be limited to an amount equal to the benefit that would have resulted from the transaction during the time periods in which I should have acted, as specified in Section 4 of this agreement.

Additionally, I understand that Fidelity will not be responsible for the accuracy, completeness, timeliness, or use of any information received by it or received by me through the Services and that Fidelity does not make any warranty concerning such information. I understand that all orders placed through the Services are at my sole risk and responsibility. I agree that neither Fidelity nor any third party working with Fidelity to provide services hereunder shall be responsible for any damages caused by communications line failure, unauthorized access, theft, systems failure, and other occurrences beyond its reasonable control. I agree to provide all telephone and other equipment to access the Services and I will be solely responsible for paying all charges related thereto.

I expressly acknowledge and agree that the use and storage of any information, including without limitation transaction activity, account balances, and any other information or orders available through use of the Services is at my sole risk and responsibility. NEITHER FIDELITY NOR ANY THIRD PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN RESPECT OF THE SERVICES OR ANY INFORMATION PROGRAMS OR PRODUCTS OBTAINED FROM, THROUGH, OR IN CONNECTION WITH THE SERVICES. IN NO EVENT WILL FIDELITY OR ANY THIRD PARTY BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY DEFECT IN OR USE OF THE SERVICES.

**6. Commission Policy and Other Charges.** Commission discounts may be available to Fidelity BrokerageLink accounts that utilize the Services. However, such discounts will not apply to any transactions that for any reason cannot be placed and executed through the Services.

I agree to be liable for any and all fees, charges, or expenses that Fidelity may charge or I may incur in connection with the use of the Services by me or any other person through use of my security codes, equipment, or otherwise, if any. I understand that the rates, fees, billing, and terms governing services provided by Access Device vendors or Providers may be determined solely by such third parties. I understand and acknowledge that Fidelity is not delivering telecommunication, Internet, paging services, or any other means of electronic access and that I am responsible for maintaining appropriate contracts with third parties to obtain such services. I agree to obtain access to and be solely liable for all payments related to all equipment and Access Devices necessary to access the Services. I further understand that my ability to make use of the Services may be limited by technical or other limitations present in the equipment and Access Devices I use to access the Services.

**7. Market Data.** I understand that each participating national securities exchange or association asserts a proprietary interest in all of the market data (including without limitation real-time quotes) it furnishes to the parties that disseminate the data. I also understand that neither Fidelity nor any participating national securities exchange or association, nor any supplier of market data, guarantees the timeliness, sequence, accuracy, or completeness of market data or any other market information, or messages disseminated by any party. Fidelity shall not be liable in any way, and I agree to indemnify and hold harmless Fidelity from and against any and all claims, demands, actions, losses, damages, liability, or costs, charges, counsel fees, and expenses of any nature ("Losses") arising from or occasioned by (a) any inaccuracy, error, or delay in, or omission of, (i) any such data, information, or message, or (ii) the transmission or delivery of any such data, information, or message, or (b) any Losses arising from or occasioned by (i) any such inaccuracy, error, delay, or omission, (ii) nonperformance, or (iii) interruption of any such data, information, or message, due either to any act or omission by Fidelity or any other disseminating party or to any "force majeure" (i.e., flood, extraordinary weather conditions, earthquake, or other act of God, fire, war, insurrection, riot,

labor dispute, accident, action of government, communications, or power failure, equipment or software malfunction) or any other cause beyond the reasonable control of any disseminating party. I understand that the terms of this Agreement may be enforced directly against me by the national securities exchanges and associations providing market data to me.

Fidelity reserves the right to limit the number of free real-time quotes, including those provided through the Services.

**8. Incorporation of Other Fidelity Agreements.** I understand that my use of any Fidelity software may be subject to the terms of a separate license agreement contained with the software, and that my use of Fidelity online Services may be subject to license or usage terms posted online by Fidelity. I agree to be bound by the terms of such license agreements, including without limitation the prohibitions on distribution and copying, the exclusion of all representations and warranties, and the limitation of remedies contained therein.

I understand that all the terms and conditions that govern the account(s) at Fidelity that I access via the Services, including, without limitation, the Fidelity Brokerage Customer Agreement, Margin Agreement, Options Agreement, Fidelity Non-Prototype Retirement Account Customer Agreement, Fidelity BrokerageLink Account Terms and Conditions, and/or applicable mutual fund prospectus(es), are incorporated herein by reference. In addition, I understand that trading in my account is subject to Fidelity's trading policies and limitations that are in effect and subject to change from time to time.

**9. Security.** To the extent that any Services use Internet, wireless, or related electronic or telephonic services to transport data or communications, Fidelity will take reasonable security precautions, but Fidelity disclaims any liability for interception of any such data or communications. Fidelity shall not be responsible for, and makes no warranties regarding, the access, speed, or availability of such services.

**10. Modification and Termination.** I agree that Fidelity may modify, change, or discontinue the Services in whole or in part, at any time. I agree that Fidelity may immediately terminate its provision of the Services to me if I breach this Agreement, if I have jeopardized the proper and efficient operation of the Services, or if I engage in activity that is contrary to Fidelity's policies. Any unauthorized use of the Services, whatsoever, shall result in automatic termination of this Agreement.

Any modification, change, or notification of termination will be made by Fidelity in writing. Fidelity may send such written communication by mail or electronic means.

**11. Choice of Law.** I acknowledge that this Agreement constitutes the entire agreement between Fidelity and me with respect to its subject matter. This Agreement and its enforcement shall be governed by the laws of the Commonwealth of Massachusetts, except with respect to conflicts of law, and shall inure to the benefit of Fidelity's successors and assigns, whether by merger, consolidation, or otherwise. If a court of competent jurisdiction shall deem any provision unenforceable, that provision will be enforced to the maximum extent permissible, and the remaining provisions will remain in full force and effect.

#### **Fidelity Quotes and Research Service**

I understand that by choosing the Quotes and Research service, I have been given access to the Quotes and Research Internet site at [personal.fidelity.com/research](http://personal.fidelity.com/research) and to the Fidelity Investments Quotes and Research automated telephone service. I will receive, read, and agree to the Terms of Use of Third Party Content and Research that is available on the Internet site prior to using the service.

#### **Important Trading Information**

**Types of Trades Available through Fidelity's Electronic Services:** For complete details on the types of trades I can place through each Fidelity Electronic Service, I may call Fidelity using my plan's toll-free number.

**Cash Orders:** For BrokerageLink Participants, 100% of the order value for stock orders, or option orders if applicable, must be available in cash.

**Option Orders (if applicable):** Options involve risk, and may not be suitable for all investors. Option orders placed through Fidelity's Electronic Services just prior to the market close must be placed as limit orders. Market orders may be placed with a Fidelity Representative up to the market close. A maximum of 24 option contracts may be placed per order.

**Crossing Sessions:** Orders placed through Fidelity's Electronic Services will not be included in any off-hours trading sessions (e.g., NYSE Crossing Session).

#### **Information about Mutual Fund Performance**

A fund's yield and return will vary. A fund's share price will also vary, and I may have a gain or loss when I sell my shares. An investment in a money market fund is neither insured nor guaranteed by the Federal Deposit Insurance Corporation or any other



U.S. government agency. Although money market funds seek to preserve the value of my investment at \$1 per share, it is possible to lose money by investing in a money market fund.

For information on total returns (a historical measure of fund performance, including change in share price, reinvestment of dividends and capital gains, and the effect of any applicable sales charge) or for more complete information on any fund available through Fidelity, including charges and expenses, I may visit Fidelity.com, call, or write for a free prospectus. I should read it carefully before I invest or send money.

#### Information about Quotes

Fidelity reserves the right to limit the number of free quotes provided through Fidelity's Electronic Services.

### 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 Brokerage Services LLC ("you" or "Fidelity") and National Financial Services LLC ("NFS"):

**1. 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 my notification, in a form and manner acceptable to you, 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 Fidelity BrokerageLink 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 at or before 9 p.m. Eastern time (ET) on the dividend record date for such security. If the dividend record date falls on a non-business day, then I must notify you at or before 9 p.m. ET one business day prior to the dividend record date for such security. Dividends will be reinvested on any shares of all enrolled securities, provided that I own such shares on both the dividend record date and the dividend payable date. Dividend reinvestment does not ensure 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 provide prior notice thereof to me.

**2. Eligible Accounts.** The Service is available to Fidelity Brokerage customers who maintain cash, margin, retirement brokerage accounts, or Fidelity BrokerageLink accounts.

**3. Eligible Securities.** To be eligible for the Service, the enrolled security must be a closed-end fund or domestic common stock (including ADRs) that 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 Quotations (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 that 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 reenroll 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.

**4. 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 distributions, late ex-dividend payments, and special dividend payments. Cash-in-lieu 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 retirement account to make automatic reinvestment purchases.

**5. 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.

**6. 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.

**7. Confirmations and Monthly Statements.** In lieu of separate immediate trade confirmation statements, all transactions made through the Service will be confirmed on my regular Fidelity BrokerageLink 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, Fidelity's 24-hour toll-free number, or by viewing my account at [Fidelity.com](http://Fidelity.com).

**8. Continuing Effect of Authorization; Termination.** I authorize you to purchase for my brokerage retirement 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 at or before 9 p.m. ET on the dividend record date. If the dividend record date falls on a non-business day, then notice must be given at or before 9 p.m. ET at least one business day prior to the dividend record date. Such notice will not affect any obligations resulting from transactions initiated prior to your receipt of the notice. I may withdraw completely or selectively from the Service. If I transfer my account within Fidelity, I must reenroll my securities for reinvestment. Enrollment elections for securities that become ineligible for the Service will be canceled after 90 days of continuous ineligibility.

**9. 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 local Fidelity Investor Center or Fidelity's 24-hour toll-free number.

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 discount, 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.

### **Resolving Disputes—Arbitration**

This agreement contains a pre-dispute arbitration clause. Under this clause, which you agree to when you sign your account application, you and Fidelity agree as follows:

- (a) All parties to this agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.
- (b) Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
- (c) The ability of the parties to obtain documents, witness statements, and other discovery is generally more limited in arbitration than in court proceedings.
- (d) The arbitrators do not have to explain the reason(s) for their award unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 20 days prior to the first scheduled hearing date.
- (e) The panel of arbitrators 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 you and us concerning any subject matter, issue or circumstance whatsoever (including, but not limited to, controversies**

concerning any account, order or transaction, or the continuation, performance, interpretation or breach of this or any other agreement between you and us, whether entered into or arising before, on or after the date this account is opened) shall be determined by arbitration through the Financial Industry Regulatory Authority (FINRA) or any United States securities self-regulatory organization or United States securities exchange of which the person, entity or entities against whom the claim is made is a member, as you may designate. If you commence arbitration through a United States self-regulatory organization or United States securities exchange and the rules of that organization or exchange fail to be applied for any reason, then you shall commence arbitration with any other United States securities self-regulatory organization or United States securities exchange of which the person, entity or entities against whom the claim is made is a member. If you do not notify us in writing of your designation within five (5) days after such failure or after you receive from us a written demand for arbitration, then you authorize us to make such designation on your behalf. The commencement of arbitration through a particular self-regulatory organization or securities exchange is not integral to the underlying agreement to arbitrate. You understand that judgment upon any arbitration award may be entered in any court of competent jurisdiction.

No person shall bring a putative or certified class action to arbitration, nor seek to enforce any 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 BROKERAGELINK® COMMISSION SCHEDULE

# Fees

The Fidelity BrokerageLink® Account is highly flexible, and our cost structure is flexible as well. Our use of “à la carte” pricing for many features helps to ensure that you pay only for the features you use.

### About Our Commissions and Fees

The most economical way to place trades is online, meaning through Fidelity.com, Fidelity Active Trader Pro® (if eligible), or Fidelity Mobile®.

The next most economical way is Fidelity Automated Service Telephone (FAST®). This automated service is available around the clock and can be accessed from a touch-tone phone.

Below is the Fee Schedule associated with your BrokerageLink account.

Consult your plan's literature to understand your BrokerageLink account options.

## MUTUAL FUNDS

### Commissions and Fees in Your Brokerage Account

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

#### Fidelity Funds

All Methods **No transaction fees**

#### FundsNetwork® Funds

Through FundsNetwork®, your account provides access to more than 5,000 mutual funds. At the time you purchase shares of a no-load fund, those shares will be assigned either a transaction-fee (TF) or no-transaction-fee (NTF) status. When you subsequently sell those shares, any applicable fees will be assessed based on the status assigned to the shares at the time of purchase.

Fidelity Brokerage Services LLC, or its brokerage affiliate, may receive remuneration for providing certain recordkeeping or shareholder services to these fund families. FBS has contracted to receive other compensation in connection with the purchase and/or the ongoing maintenance of positions in certain mutual fund shares in your brokerage account. This additional compensation may be paid by the mutual fund, its investment advisor, or one of its affiliates. All or a portion of this compensation may be funded with 12b-1 fees as described in the fund's prospectus.

#### FundsNetwork NTF Funds

All Methods **No transaction fees\* and no load**

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

#### Short-term Trading Fees

Fidelity will charge a short-term trading fee each time you sell or exchange shares of FundsNetwork NTF funds held less than 60 days (short-term trade). Fidelity funds, money market funds, funds redeemed through the Personal Withdrawal Service, and shares purchased through dividend reinvestment are not subject to this short-term trading fee. Fidelity reserves the right to exempt other funds from this fee, such as funds designed to achieve their stated objective on a short-term basis. The fee will be based on the following fee schedule:

**Online:** \$75 flat fee; **Fidelity Automated Service Telephone (FAST®):** 0.5625% of principal (25% off representative-assisted rates), maximum: \$187.50, minimum: \$75; **representative-assisted:** 0.75% of principal, maximum: \$250, minimum: \$100. Please be aware that certain FundsNetwork funds may be subject to separate and additional redemption fees imposed by the particular fund. Please refer to a fund's current prospectus for details.

#### FundsNetwork TF Funds (Fee Funds) (no load)

Purchases:

**Online: \$75.00 per investment**

**FAST®: 0.5625% of principal per investment;** minimum \$75.00, maximum \$187.50

**Rep-Assisted: 0.75% of principal per investment;** minimum \$100.00, maximum \$250.00

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

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

#### FundsNetwork Load Funds

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

If applicable, you may establish automatic investment of BrokerageLink payroll contributions into a FundsNetwork mutual fund(s) of your choice by contacting a brokerage representative through your plan's toll-free number. Automatic investments of BrokerageLink payroll contributions are subject to fund minimums and cost \$5 per fund investment in transaction-fee funds; no charge applies to no-transaction-fee funds.

#### FEES AND TRADING POLICIES

Commissions will be charged per order. For commission purposes, orders executed over multiple days will be treated as separate orders.

Unless noted otherwise, all fees and commissions are debited from your core account.

#### Fee Waiver Eligibility

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

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

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

If you believe there are eligible accounts within your household that are not being counted in our fee waiver eligibility process—for example, accounts held by immediate family members who reside with you—you may authorize Fidelity to consolidate these accounts into an aggregated relationship household and review them for eligibility. Any resulting fee waivers would extend both to you and to all immediate family members residing with you. Most customers receive only a single customer reporting statement from Fidelity and do not need to take any action. However, for more information, call your plan's toll-free number or visit Fidelity.com.

#### Limits on Feature Eligibility

Fidelity BrokerageLink® accounts may be subject to other rules and policies. Please see the literature for these accounts for details.

#### Prospectuses and Fact Sheets

Free prospectuses are available for Fidelity funds and FundsNetwork® funds. Fact sheets are available for certificates of deposit. To obtain any of these documents, and for other information on any fund offered through Fidelity, including charges and expenses, call your plan's toll-free number or visit Fidelity.com.

## Addendum to Brokerage Commission and Fee Schedule

### FundsNetwork

FBS or its affiliate, National Financial Services LLC (NFS) has contracted with certain mutual funds, their investment advisors, or their affiliates to receive other compensation in connection with the purchase and/or the ongoing maintenance of positions in certain mutual fund shares and other investment products in BrokerageLink accounts. This additional annual compensation may be paid by the mutual fund, its investment advisor, or one of its affiliates.

#### • FundsNetwork No Transaction Fee (NTF) Funds

– For funds participating in the NTF program, Fidelity receives compensation that can typically range from between 0 and 50 basis points on the average daily balance. As of 12/31/2011, 96% of the mutual funds currently in the program are in the 35–40 basis point range. For NTF funds with a 12b-1 fee, the fund family may use the 12b-1 fee as part of its NTF payment.

#### • FundsNetwork Transaction Fee (TF) Funds

– For funds participating in the TF program, Fidelity receives compensation based on: (1) per-position fees that typically range from \$3 to \$19 per brokerage account or (2) 1 to 15 basis points based on average daily assets. As of 12/31/2011, 92% of the mutual funds participating in the TF program are in the \$10–\$19 per-position-fee range. TF compensation is in addition to any 12b-1 fees as described in the fund's prospectus.

### Use of funds held overnight

FBS is the introducing broker-dealer for Fidelity BrokerageLink accounts ("Accounts"). NFS provides clearing and other related services on Accounts. As compensation for services provided with respect to Accounts, NFS receives use of the proceeds from the sale of securities prior to settlement. Any such amount will first be netted against outstanding Account obligations. The use of such amount may generate earnings (or "float") for NFS or instead may be used by NFS to offset its other operational obligations. Information concerning the time frames during which NFS may have use of such amount and rates at which float earnings are expected to accrue is provided as follows:

- (1) **Receipt.** Amounts that settle from the sale of securities will generally be purchased in the Account's core sweep vehicle by close of business on the business day that NFS receives such funds. NFS gets the use of such amounts from the time it receives funds until the core sweep vehicle purchase settles on the next business day. Note that purchases made in an Account will result in a corresponding "cost" to NFS. This occurs because NFS provides funding for these purchases one day prior to the receipt of funds from the Account's core sweep vehicle. This "cost" may reduce or eliminate any benefit that NFS may have derived from the receipts described previously.
- (2) **Float Earnings Rate.** Float earnings, if any, will generally be realized by NFS at rates approximating the Target Federal Funds Rate.

Turn here®



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