

Fidelity Investments

Registered Investment Advisor

Authorization Form



This Authorization Form may be used to do the following:

For Plan Participants:

1. Authorize Fidelity Investments ("Fidelity") to provide your retirement savings plan account information to your Investment Advisor identified in Section 1B.
2. Enable your Investment Advisor to trade and invest the assets in your retirement savings plan account(s) identified in Section 1C with Fidelity.
3. Authorize Fidelity to deduct your Investment Advisor's fees from your retirement savings plan account(s), if permitted by the Employer.

For Employers:

1. Acknowledge that the arrangement with the Investment Advisor does not violate the terms of your retirement savings plan or your agreement(s) with Fidelity.
2. If appropriate, authorize Fidelity to deduct the Investment Advisor's fees from the Participant's retirement savings plan account(s) and pay them directly to the Investment Advisor, in a nonreportable, nontaxable distribution.

Please read all instructions carefully, use a black pen to complete the Authorization Form, and print clearly in all capital letters.

For Investment Advisors:

Please refer to the *Registered Investment Advisor Agreement*, a separate document, for complete terms and conditions of your relationship with Fidelity.

For assistance, please call the Fidelity Advisor Services Group at **888-766-6815**, Monday through Friday, from 8 a.m. to 5 p.m. Eastern time.

The Investment Advisor must return this completed and fully executed Authorization Form (including the Employer's signature in Section 3, if required) to:

Fidelity Investments, P.O. Box 770002, Cincinnati, OH 45277-0090

Overnight address:

100 Crosby Parkway, KC1E, Covington, KY 41015

Fax Number:

877-330-2476



Fidelity Investments Registered Investment Advisor Authorization Form

Please print clearly in ALL CAPITAL LETTERS.

SECTION 1: IDENTIFYING INFORMATION

A. Participant:

Social Security #: -- or U.S. Tax ID #: -

Alternate Customer ID: Date of Birth: --

First Name: M.I.:

Last Name:

Mailing Address:

City: State:

ZIP: -

Daytime Phone: -- Evening Phone: --

Email Address:

B. Investment Advisor:

I. Registered Investment Advisor (RIA) Firm:

Name of RIA Firm:

Firm SEC Number: 801-

Name of Primary Contact:

Mailing Address:

City: State:

ZIP: -

Daytime Phone: --

Email Address:

Social Security or U.S. Tax Identification Number (required):

Primary G#: Level of access and control: Account Access Fee Deduction
 Limited Trading Authorization (LTA)

SECTION 1: IDENTIFYING INFORMATION (CONTINUED)

Account(s) in these retirement savings plan(s) are subject to this Authorization Form:

Plan Name:	Fidelity Plan Number:	Plan Type [e.g., 403(b), 401(a)/(k), 457(b)]:
1. <input style="width: 95%; height: 25px;" type="text"/>	<input style="width: 20px; height: 25px;" type="text"/> <input style="width: 20px; height: 25px;" type="text"/> <input style="width: 20px; height: 25px;" type="text"/> <input style="width: 20px; height: 25px;" type="text"/> <input style="width: 20px; height: 25px;" type="text"/>	<input style="width: 95%; height: 25px;" type="text"/>
2. <input style="width: 95%; height: 25px;" type="text"/>	<input style="width: 20px; height: 25px;" type="text"/> <input style="width: 20px; height: 25px;" type="text"/> <input style="width: 20px; height: 25px;" type="text"/> <input style="width: 20px; height: 25px;" type="text"/> <input style="width: 20px; height: 25px;" type="text"/>	<input style="width: 95%; height: 25px;" type="text"/>
3. <input style="width: 95%; height: 25px;" type="text"/>	<input style="width: 20px; height: 25px;" type="text"/> <input style="width: 20px; height: 25px;" type="text"/> <input style="width: 20px; height: 25px;" type="text"/> <input style="width: 20px; height: 25px;" type="text"/> <input style="width: 20px; height: 25px;" type="text"/>	<input style="width: 95%; height: 25px;" type="text"/>
4. <input style="width: 95%; height: 25px;" type="text"/>	<input style="width: 20px; height: 25px;" type="text"/> <input style="width: 20px; height: 25px;" type="text"/> <input style="width: 20px; height: 25px;" type="text"/> <input style="width: 20px; height: 25px;" type="text"/> <input style="width: 20px; height: 25px;" type="text"/>	<input style="width: 95%; height: 25px;" type="text"/>

SECTION 2: PARTICIPANT AGREEMENT

Fidelity Investments (“Fidelity”) recordkeeps your account(s) in the plan(s) listed in Section 1C. Please tell us how to interact with your Investment Advisor identified in Section 1B by checking one or more of the boxes below. You must read the relevant information on pages 4 through 6 carefully and understand it before you sign this Authorization Form. If you name more than one plan in Section 1C, Authority(ies) selected below will apply to all the plans named in Section 1C.

A. Grant of Authority to Fidelity:

- Yes No **1. Account Access:** I authorize Fidelity to (1) provide access to and information about my account(s) to my Investment Advisor, including duplicate quarterly account statements and all participant transaction-related documentation, and (2) respond to phone inquiries, faxes, secure emails, and other electronic data transmissions from my Investment Advisor with information about my account(s). I understand that there may be a fee to provide a transcript for a phone inquiry or any other item that requires research.
- Yes No **2. Trading and Investing:** I authorize Fidelity to accept instructions from my Investment Advisor to buy, sell, exchange, and otherwise trade securities within my account(s) to the same extent as I am permitted to do.
- Yes No **3. Payment of Investment Advisor’s Fees:** I authorize Fidelity to deduct my Investment Advisor’s fees from my account(s), based solely on instructions from my Investment Advisor. These amounts will be deducted from my account(s) and sent directly to my Investment Advisor via electronic transfer or any other methods as allowed by Fidelity.

B. Conditions of the Agreement:

Account Access: By checking “Yes” in Section 2A.1, I understand, acknowledge, and agree that:

- Fidelity will release any and all requested information about my account(s) to my Investment Advisor. Such information may include, but is not limited to, my account balance(s), my contribution rate (current and historical), my investment positions, the investment options available under the plan(s), my beneficiaries, and, to the extent available to Fidelity, information on plan design features.
- My confidential account information may be delivered via telephone, secure email, electronic data transfer, voice response system (VRS), or a Fidelity representative to my Investment Advisor, at which point my Investment Advisor assumes full responsibility for the protection of my account information.

Trading and Investing: By checking “Yes” in Section 2A.2, I understand, acknowledge, and agree that:

- Fidelity will execute transactions as directed by my Investment Advisor.
- Fidelity assumes no responsibility for reviewing or monitoring any investment decisions or other activity (or inactivity) of my Investment Advisor, except to the extent that a transaction or series of transactions may be a disruptive trading practice subject to limitation imposed by a mutual fund company.
- I am solely responsible for determining whether any investment, security, or strategy is appropriate or suitable for me, based on my investment objectives and financial situation.
- Fidelity is not responsible for giving, and will not give, me or my Investment Advisor any tax, legal, or investment advice or recommendations, **except as otherwise agreed to in writing by Fidelity.**

Fee Deduction: By checking “Yes” in Section 2A.3, I understand, acknowledge and agree that:

- Fidelity will rely solely on the instructions of my Investment Advisor with respect to the amount and timing of any fees deducted and disbursed from my account(s), and will not be responsible for verifying any such instructions or reviewing any such instructions for reasonableness or accuracy or compliance with any other agreement that may be in place between my Investment Advisor and me.
- Fidelity will not be responsible for any compensation received by my Investment Advisor under this Authorization Form for services performed, or for monitoring the acts of my Investment Advisor in this or any other regard.
- Fidelity will treat the fee deductions and disbursements as nonreportable, nontaxable transactions for me, unless the Internal Revenue Service considers (1) the advisory fee deductions not to be an “ordinary and necessary” expense of the account(s), or (2) the account(s) is/are not “solely liable” for such fees. My Investment Advisor or I will immediately inform Fidelity if I am required to report the fee deductions and disbursements as taxable transactions, at which time Fidelity may, in its sole discretion, discontinue such deductions and disbursements from my account(s) under the plan(s).

B. Conditions of the Agreement, continued

- Fidelity may report the fee deductions and disbursements to my Investment Advisor on an IRS Form 1099, as required under the Internal Revenue Service Regulations and Rules, based on information provided by my Investment Advisor.
- I also agree that fees:
 - Will be disbursed based solely on the instructions of my Investment Advisor, who will choose the investment options and source(s) from which the fees will be paid, subject to Fidelity’s recordkeeping rules.
 - Are reasonable, ordinary, and necessary expenses of the plan(s) from which the fees are deducted.
 - Cannot be payable by me at my option, and I cannot make an additional contribution to my account(s) to replenish the amount that was or will be deducted as fees.
 - Are directly related to advice provided by my Investment Advisor with respect to my account(s) under the plan(s).
 - Will be reported to me on my account statement and reported to my Employer on standard reports, and may be reported to the IRS and the Investment Advisor as fee income.
- As the plan participant, I will indemnify and hold harmless Fidelity and its affiliates from any claims, losses, or other adverse consequences that may result from implementing such fee deductions at my Investment Advisor’s direction.

SECTION 2: PARTICIPANT AGREEMENT (CONTINUED)

General: In addition to the information above, I understand, acknowledge, and agree that:

1. I have carefully read this Authorization Form in its entirety, agree to be bound by it, and hereby authorize my Investment Advisor to act as my attorney-in-fact to exercise the rights and powers set forth herein.
2. This Authorization Form will be implemented by Fidelity as soon as administratively possible after Fidelity receives it in good order, including all necessary signatures, and consistent with item 7 below.
3. I have selected my Investment Advisor at my own risk.
4. My Investment Advisor may designate other individuals to act on his or her behalf, as identified in Section 1B. I authorize my Investment Advisor to make such designations. I further authorize Fidelity to act upon the directions and instructions of these designees, as if such directions or instructions were given by my Investment Advisor. I acknowledge that my Investment Advisor may add or remove designees and that I do not need to complete a new Authorization Form for these actions to occur.
5. Fidelity has accepted no responsibility for selecting, investigating, or monitoring the activities of my Investment Advisor in connection with my account(s). Fidelity's performance of services under this Authorization Form is not an endorsement of my Investment Advisor or any individual identified in Section 1B.
6. Fidelity may, but is not obligated to, perform a background check of my Investment Advisor and/or the individuals identified in Section 1B on its own behalf and for its own purposes.
7. Fidelity has reserved the right to reject my Investment Advisor and/or any of the individuals identified in Section 1B or any new designees as a result of such background check, or for any reason or for no reason, at any time, in its sole discretion, upon notice to me and to my Investment Advisor.
8. The Fidelity affiliates that will be acting under this Authorization Form include, but are not limited to, Fidelity Investments Institutional Operations Company, Inc., Fidelity Investments Institutional Services Company, Inc., Fidelity Management Trust Company, and Fidelity Brokerage Services LLC, and any other person or entity whom Fidelity may designate without further approval or direction from me.
9. I understand that all transactions will be executed in accordance with the terms and conditions of the agreements governing my account(s), including, without limitation, any plan documents, trust agreements, individual custodial account agreements, group custodial account agreements, recordkeeping agreements, and/or service agreements.
10. I understand that, because my account(s) is/are part of a retirement savings plan, my Employer may need to sign this Authorization Form and consent to the arrangement. I understand that my Employer's consent is not an endorsement of my Investment Advisor.
11. 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 acts or omissions of my Investment Advisor with respect to my account(s), even after this agreement is terminated.

B. Conditions of the Agreement, continued

12. I understand that this Authorization Form is in addition to, and in no way restricts, any rights that may exist at law or under any other agreement(s) between me, my Investment Advisor, my Employer, and Fidelity.
13. This Authorization Form will remain in effect until I give Fidelity appropriate notice of its termination or change, either by notifying Fidelity in writing, or by calling Fidelity at 800-343-0860. Any revocations or changes that I make will become effective only after Fidelity has a reasonable period of time to act. I will be responsible for my Investment Advisor's actions, until Fidelity is able to accommodate my requested revocation or change.
14. Fidelity may terminate all or a portion of this agreement at any time in its sole discretion.
15. I understand that this Authorization Form and indemnification shall be construed, administered, and enforced according to the laws of the Commonwealth of Massachusetts, except as superseded by federal laws or regulations. It shall inure to the benefit of Fidelity and of any successor firm or firms and to the benefit of the affiliates and assigns of Fidelity or any successor firm. It shall be binding upon my successors, assignees, heirs, executors, and administrators, unless terminated as described above.

SECTION 2: PARTICIPANT AGREEMENT (CONTINUED)

C. Your Employer's Acceptance:

Fidelity must receive your Employer's signature in Section 3, if required, before your instructions will be honored. Section 3 does not have to be completed if you indicate that the Employer's signature is not required for the specific services you selected in "Grant of Authority to Fidelity" above by checking the appropriate box(es) below. Your Investment Advisor can obtain this information from Fidelity for you if you are not sure. Fidelity will confirm that your statements match its records for your account(s) or plan(s).

Please check all boxes that apply to your plan:

- The assets in my retirement savings plan account(s) consist solely of voluntary salary reduction contributions, Roth contributions, after-tax contributions, and/or rollover accounts, and there is no additional involvement by the Employer with respect to the plan(s), such as making matching contributions, which would subject my retirement savings plan account(s) to ERISA.
- The Employer sponsoring the plan(s) does not need to sign this Authorization Form before giving my Investment Advisor account access or the ability to trade and invest the assets in my account(s), because it has already given Fidelity blanket authority to accept this form without its signature.
- The Employer sponsoring the plan(s) does not need to sign this Authorization Form before allowing advisor fees to be deducted from my account(s), because it has already given Fidelity blanket authority to accept this form without its signature.
- The Employer/institution named in Section 1C that sponsored the plan(s) is no longer in operation.

D. Participant's Signature:

I have read and understand the important information on pages 4 through 6, which describes the conditions of each of the options in Section 2, Part A. My selections in Section 2A on page 4 are permitted by my Employer and are not prohibited by my plan(s).

Participant's Signature:

Printed Name:

Date: - -

SECTION 3: EMPLOYER AUTHORIZATION

Instructions for the Employer: Under the terms of your current Recordkeeping Agreement, Trust Agreement, Group Custodial Account Agreement, or other agreement with Fidelity, you must direct Fidelity to perform the services described in Section 2A, which are being requested by the Participant identified in Section 1A, with respect to the Investment Advisor identified in Section 1B and the account(s) identified in Section 1C. Please sign below, indicating your authorization to allow the services checked below which are requested by the Participant. You do not need to complete Section 3 or sign this form when you have granted blanket authorization to Participants to appoint Registered Investment Advisors. If you have any questions, please contact your Fidelity representative.

Instructions for Fidelity:

The Employer has reviewed this Authorization Form in its entirety and directs Fidelity to provide the following services with respect to the Participant, the Investment Advisor, and the account(s) identified in Section 1C:

- Yes No **1. Account Access:** The Employer authorizes Fidelity to (1) provide access to and information about the Participant's account(s) to the Investment Advisor, including duplicate quarterly account statements and all participant transaction-related documentation, and (2) respond to phone inquiries, faxes, secure emails and other electronic data transmissions from the Investment Advisor with information about the participant's account(s), as described in Section 2.
- Yes No **2. Trading and Investing:** The Employer authorizes Fidelity to accept instructions from the Investment Advisor to buy, sell, exchange, and otherwise trade securities within the Participant's account(s) to the same extent as the Participant is permitted to do, as described in Section 2.
- Yes No **3. Payment of Investment Advisor's Fees:** The Employer authorizes Fidelity to deduct the Investment Advisor's fees from the participant's account(s), based solely on instructions from the Investment Advisor, which amounts will be deducted from the participant's account(s) and sent directly to the Investment Advisor via electronic transfer, as described in Section 2. In addition, the Employer acknowledges that (1) the Investment Advisor's fees will be deducted and disbursed from the Participant's account(s) under the plan(s), (2) such fee deductions and disbursements are not prohibited under the terms of the plan and controlling plan documents, (3) Fidelity will not monitor the amount or timing of such fee deductions and disbursements with regard to their reasonableness or whether they are ordinary or necessary expenses of the account(s) under the plan, and (4) such fee deductions and disbursements will be treated as nonreportable to the IRS, nontaxable transactions for tax purposes (except to the extent reportable to the Investment Advisor as fee income), unless and until the Employer otherwise directs Fidelity.

By signing below, the Employer agrees to indemnify and hold Fidelity harmless from any claims, losses, or other adverse consequences that may result from implementing the Advisor's instructions with regard to the participant's account(s). This authorization and indemnification is in addition to, and in no way restricts, any rights that may exist at law or under any other agreement between the Employer and Fidelity. By signing below, the Employer also acknowledges the appointment of the Investment Advisor named in Section 1; however, such acknowledgement should not be construed as an endorsement of the named Investment Advisor by the Employer or Fidelity.

Employer's Signature:

Authorized Signature on Behalf of Employer:

X

Printed Name of Authorized Employer Representative:

Title:

Date: - -

SECTION 4: INVESTMENT ADVISOR AND FIDELITY ROLES AND RESPONSIBILITIES

Fidelity will be providing the services indicated in this Authorization Form pursuant to the terms of the Fidelity Investments Registered Investment Advisor Agreement between you and Fidelity. By signing below, you agree that the applicable Registered Investment Advisor Agreement has been fully signed, returned to Fidelity, and is in full force and effect without any changes or modifications. If such Registered Investment Advisor Agreement is terminated or modified, Fidelity reserves the right to discontinue all or part of the services indicated in this Authorization Form.

Fidelity's Role:

Fidelity will execute transactions and release information as directed by you, the Advisor, according to the level and type of authorization granted by the Participant in Section 2. Fidelity assumes no responsibility for reviewing or monitoring any investment decision or other activity by you or your designees. You are responsible for determining whether any investment, security, or strategy is appropriate or suitable for the Participant based on his or her investment objectives and financial situation, and Fidelity will not give you or the Participant any tax, legal, or investment advice or recommendations, **except as otherwise agreed to in writing by Fidelity.**

You agree that Fidelity may, but is not obligated to, perform a background check on you, the firm, any person named in Section 1B, or named as a designee in the future, or otherwise verify any information you provide, and you authorize Fidelity to obtain a credit report or other financial responsibility report about you, the firm, any person named in Section 1B, or named as a designee in the future at any time. Upon written request, Fidelity will provide the name and address of the reporting agency used. You agree that Fidelity has the right to reject you as an RIA or other such role as a result of such a credit report or for any other reason at any time and that Fidelity may notify the participant of any such rejection.

Your Role as a Registered Investment Advisor, Principal, or Investment Advisor Representative:

You are solely responsible to the Participant for your conduct and the conduct of your designees listed in Section 1B or otherwise appointed in the future with regard to trading and all other activities in connection with the account(s). You agree to act in connection with the account(s) only as specifically authorized by the Participant in Section 2 and to comply with all applicable laws and regulations in connection with the account. You agree to cease all trading or other activity in connection with the account(s) and to notify Fidelity immediately upon the Participant's disability, incapacity, or death.

RIA Signature:

Title:

Printed Name:

Date:

- -

IAR Signature:

Title:

Printed Name:

Date:

- -

Fidelity Investments Institutional Operations Company, Inc.