

5. Termination of Authorization

Enter the Authorized agent(s)/Advisor(s) to be removed from the account(s) indicated above and provide the G Number(s) if known.

Firm Name	G Number
	G
Firm Name	G Number
	G
Firm Name	G Number
	G

6. Trade Confirmation Frequency

Trade confirmations are sent immediately, or can be sent quarterly by checking the box. Check with your plan administrator if you have questions about any confirm frequency requirements that your plan may have.

Quarterly

7. Signature and Date *Form cannot be processed without signature and date.*

By signing below, you agree to the following terms and conditions. You:

Trading Authorization and Account

- Specify on this Registered Investment Advisor Authorization and Indemnification form that you have authorized one or more Authorized agent(s)/Advisor(s) to execute trades on the account, and Fidelity is authorized to accept any trading, servicing, account-related, or other instruction of the Authorized agent(s)/Advisor(s) on your behalf. The Authorized agent(s)/Advisor(s) may inquire in and trade in the account and you hereby grant your Authorized agent(s)/Advisor(s) the ability to invest in and dispose of the same universe of securities that you have access to through the account, for and at your risk.
- Understand and agree that your Authorized agent(s)/Advisor(s) is bound by all terms and conditions that would apply to you as the participant in your employer's retirement plan as may be set forth in all agreements relating to the above-referenced account and that it is your responsibility to communicate this information.
- Authorize Fidelity to accept the purchase and sell orders of your Authorized agent(s)/Advisor(s), provided such transactions do not result in a withdrawal of assets from the account. The authorization shall be applicable to all assets in the specified account. Except as otherwise provided, the Authorized agent(s)/Advisor(s) is not authorized to withdraw, or direct the withdrawal of, assets from the account.
- If you have appointed two or more Authorized agents/Advisors, you hereby authorize each of them to act alone (severally) and further authorize Fidelity to accept direction from any Authorized agent(s)/Advisor(s) individually. In addition, you acknowledge that Fidelity may restrict this BrokerageLink account from further activity in the event your Authorized agents/Advisors enter conflicting or inconsistent instructions. You understand that this account may remain restricted until written instructions are received from you or until

joint written instructions are received from all of your Authorized agent(s)/Advisor(s), or until receipt of a court order instructing Fidelity how to proceed. You hereby ratify and confirm any and all transactions, trades or dealing effected in and for the account by your Authorized agent(s)/Advisor(s).

- Authorize Fidelity, its affiliates, and any other person whom Fidelity may designate, to respond to inquiries from your Authorized agent(s)/Advisor(s) and act in accordance with your Authorized agent(s)/Advisor(s)'s instructions without further approval or direction from you. You understand that your Authorized agent(s)/Advisor(s) may designate other individuals to act on their behalf. You authorize your Authorized agent(s)/Advisor(s) to make such designations and further authorize Fidelity to act upon the directions and instructions of these designees to the same extent as it would directions or instructions from your Authorized agent(s)/Advisor(s) provided in accordance with the authorization contained herein.
- Understand that if requested, you will receive quarterly confirmation statements and not individual transaction confirmations, and you understand the limitations this places on your ability to monitor activity in your account.

Allocation of Responsibilities

- Agree that you have entered into a separate written agreement with your Authorized agent(s)/Advisor(s) to direct the investment of the assets in your account.
- Authorize Fidelity to accept the instructions of the Authorized agent(s)/Advisor(s) on your behalf. This authorization shall be applicable to all assets in the account.
- Authorize Fidelity to act upon your Authorized agent(s)/Advisor(s)'s instructions to aggregate transaction orders for the account with orders for one or more other accounts over which the Authorized agent(s)/Advisor(s) has trading authorization or to accept or deliver assets in transactions executed by other Broker/Dealers where Authorized agent(s)/Advisor(s) has so aggregated orders.

- Agree that if any such aggregated order is executed in more than one transaction, your portion of such order may be deemed to have been at the weighted average of the prices at which all of such transactions were executed. Fidelity and the Authorized agent(s)/Advisor(s) are not affiliated, and have no relationship except as described in this agreement.
- Acknowledge Fidelity has no responsibility and will not participate in or review the Authorized agent(s)/Advisor(s)'s trading decisions or in any way review, monitor or supervise the suitability of the investment decision or activity of the Authorized agent(s)/Advisor(s). You alone are responsible for determining whether any investment, security or strategy is appropriate or suitable for you based on your investment objectives and financial situation, and Fidelity will not give you or your Authorized agent(s)/Advisor(s) any tax, legal or investment advice or recommendations. You select your Authorized agent(s)/Advisor(s) at your own risk. Fidelity has no responsibility for selecting, investigating or monitoring the activities of your Authorized agent(s)/Advisor(s) in connection with the account.
- Acknowledge Fidelity will have no duty to inquire into the authority of the Authorized agent(s)/Advisor(s) to engage in particular transactions or investment strategies or to monitor the terms of any oral or written agreement between you and the Authorized agent(s)/Advisor(s).
- Acknowledge and agree that Fidelity shall have no responsibility to ensure that your Authorized agent(s)/Advisor(s) is bound by all terms and conditions set forth in all agreements relating to the above-referenced account. It is your responsibility to ensure that your Authorized agent(s)/Advisor(s) understands the governing terms and conditions.

continued on next page

7. Signature and Date *continued*

- Agree that the Authorized agent(s)/Advisor(s) will comply with, and make all disclosure to Fidelity and as required by all applicable state, federal and industry securities laws and regulations, and interpretations promulgated thereunder, including but not limited to, the Investment Advisers Act of 1940, the Securities Exchange Act of 1934, the Investment Company Act of 1940 and the NASD Conduct Rules.
- This form will be implemented by Fidelity as soon as administratively possible after Fidelity receives it in good order.

Release and Indemnification

- Agree to Indemnify and hold harmless Indemnified Persons ("Indemnified Persons" means Fidelity, its control persons, officers, directors, employees, agents and affiliates, the Plan, the Plan Sponsor and the Plan Fiduciaries) from, and to pay the Indemnified Persons promptly upon demand for, any and all losses, liabilities, claims, and costs (including reasonable attorney fees) that may be brought against Indemnified Persons that arise from any act or omission by you or your Authorized agent(s)/Advisor(s) with respect to the account. You understand that this agreement is in addition to and in no way restricts any rights that may exist at law or under any other agreement(s) between you and Fidelity or between you, your Authorized agents(s)/Advisors(s) and Fidelity.

Choice of Law; Modification; Termination

- Agree this authorization and indemnity shall be construed, administered and enforced according to the laws of the Commonwealth of Massachusetts. It shall inure to the benefit of Fidelity and of any successor firm or firms irrespective of any change(s) at any time in the personnel thereto for any cause whatsoever, and to the benefit of the affiliates and the assigns of Fidelity or any successor firm.

- Understand that Fidelity reserves the right to request authorization from you prior to executing any transaction requested by your Authorized agent(s)/Advisor(s), and to cease accepting instructions from your Authorized agent(s)/Advisor(s) at Fidelity's sole discretion and for its sole protection.
- Acknowledge this authorization is a continuing one and shall remain in full force and effect until Fidelity is notified in writing and afforded a reasonable period of time to act upon such notice of your death, disability or incapacity or unless revoked through written notice received by Fidelity. Such revocation, however, shall not affect any prior liability in any way resulting from any transaction initiated before Fidelity is able to accommodate the revocation. Furthermore, you understand this authorization and indemnity is in addition to and in no way restricts any rights that may exist at law or under any other agreement(s) between you and Fidelity.

Fees and Commission Schedule

- Acknowledge this agreement may permit your Authorized agent(s)/Advisor(s) to receive compensation from you for services performed, and Fidelity will not be responsible for that compensation or for monitoring the acts of your Authorized agent(s)/Advisor(s) in this or any other regard. The Authorized agent(s)/Advisor(s) will not be permitted to deduct fees from the account under the plan.
- You and your plan sponsor authorize your Authorized agent(s)/Advisor(s) to enter into such fees and commission rates for the account as may be determined between your Authorized agent(s)/Advisor(s), plan sponsor and/or Fidelity and you hereby certify that your Authorized agent(s)/Advisor(s) and/or plan sponsor have informed you of such fees and commission rates and you agree to be bound thereby.

By adding Authorized agent(s)/Advisor(s) on the account, you understand that the fees and commission schedule for trades, as communicated to you by your Advisor, may change without prior notice.

Relationship to Other Agreements

- You and your Authorized agent(s)/Advisor(s) agree that all transactions will be executed in accordance with the terms and conditions of the agreements governing your account, including without limitation, the Fidelity BrokerageLink® Participant Acknowledgement form, any plan documents, trust agreements, individual custodial account agreements, group custodial account agreements, and recordkeeping agreements.

Successors and Assigns

- Understand that this agreement and indemnification 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. You understand that this agreement and indemnification will be binding upon your successors, assignees, heirs, executors, and administrators. You have read, understood, and agree to be bound by the terms and conditions set forth above.

Asset Based Pricing Disclosure:

You represent that you have read, understood, and agreed to the terms and conditions set forth in the Asset Based Pricing Supplement and agree to be bound by such terms and conditions as are currently in effect and as may be amended from time to time if you elect asset based pricing now or in the future.

Print Participant Name *First, M.I., Last*

Participant Signature

Date *MM - DD - YYYY*

SIGN ▶

▶



Asset-Based Pricing Supplement

This supplement sets forth the terms and conditions for Asset-Based Pricing. Contact your Authorized agent(s)/Advisor(s) to determine if this supplement applies to your account.

This Fidelity Asset-Based Pricing Supplement ("Supplement") is part of my Client Account Agreement. Unless otherwise defined in this Supplement, defined terms have the same meaning as in my Client Account Agreement. In the event any provision in this Supplement conflicts or is inconsistent with any provision of my applicable Client Account Agreement, the provisions of this Supplement will control for matters related to my or my Authorized agent(s)/Advisor(s) having chosen Asset-Based Pricing for my Account(s). In the event that any provisions in this Supplement or my Client Account Agreement conflicts or is inconsistent with any provision of the Premiere Select IRA Custodial Agreement and Disclosure Statement, or Premiere Select Roth IRA Custodial Agreement and Disclosure Statement, as applicable, the provisions of the Premiere Select IRA (or Roth IRA) Custodial Agreement and Disclosure Statement will control. As noted in the Client Account Agreement, I have authorized my Authorized agent(s)/Advisor(s) to enter into such schedule of interest rates, commission rates and any other fee schedules for my accounts. More specifically, my Authorized agent(s)/Advisor(s) have entered into an Asset-Based Pricing relationship for my account(s) established at Fidelity. Account(s) chosen for Asset-Based Pricing ("ABP Account(s)") will, subject to certain restrictions, receive Fidelity's customary securities brokerage and execution services for an asset-based fee ("Asset-Based Fee" or "ABF") based on the value of certain assets in ABP Accounts, generally in lieu of paying commissions and similar costs at the time of each transaction. I understand that the ABF for each account is calculated and charged based only on the assets held in that account and does not take into consideration any other accounts or assets held at Fidelity.

1. Chargeable Assets. As used in this Supplement, "Chargeable Assets" mean:

- all assets in the account excluding the following assets which are defined as non-chargeable: cash, cash equivalents, alternative investments, no transaction fee mutual funds, mutual funds with a load or sales charge, Fidelity Mutual Funds, same day settlement Money Market Funds, Unit Investment Trusts (UITs), and international securities that settle and are held in local currency. Note that an international security that is held in USD will be charged an asset-based fee.

Fidelity may change the definition of Chargeable Assets anytime, and any change will be effective in the following billing cycle with notice to me and my Authorized agent(s)/Advisor(s). Changes in these definitions may affect the ABF rate I am charged. In the event an Asset is deemed at any time to be non-chargeable, I understand transaction fees shall apply.

2. Asset-Based Fee. I agree to pay Fidelity an ABF calculated by applying the ABF as it has been communicated to me by my Authorized agent(s)/Advisor(s) to the average daily balance of Chargeable Assets held in each ABP Account. I understand that I may be subject to a minimum fee per billing cycle. The fees shall be communicated to me by my Authorized agent(s)/Advisor(s). I authorize Fidelity to provide notice of my fees or any changes in my fees to my Authorized agent(s)/Advisor(s) and I will be bound by such notice. It is my responsibility to determine from my Authorized agent(s)/Advisor(s) the fees being charged. A copy of my fee schedule can be obtained from Fidelity upon request.

For each ABP account, the ABF is calculated by applying the Annual Percentage Rate (measured by "basis points" or "BPS") to the average daily balance of the Chargeable Assets in each ABP Account (schedule may be dependant on turnover classification of my account). The ABF shall be charged in arrears based on the average daily balance of Chargeable Assets in the ABP account for the billing period. Fidelity will calculate the ABF for each Billing Period by multiplying the average daily balance of Chargeable Assets for each month by the corresponding BPS (adjusted to a monthly amount by multiplying the annual percentage rate by the number of days in the month divided by 365 days (or, 366 days in the case of a leap year) of the applicable tiers of the schedule of my Authorized agent/Advisor. The ABF for the Billing Period will be the sum of the monthly amounts for said Billing Period. This shall be the ABF

fee billed for said billing period unless the sum is less than the period's applicable minimum Account fee ("Minimum Fee") described below. The ABF shall be charged to an account on or about the seventh day of the second month following the end of each billing period.

Accounts may be subject to a Minimum Fee to be billed on the same day as the ABF. The Minimum Fee does not apply when the ABP Account's ABF for the billing period exceeds the applicable Minimum Fee. The amount charged, if applicable, will be shown on my account statement. The Minimum Fee charged will be reduced by the amount of the ABF charged to the ABP Account. Accounts may also be subject to an annual trade cap and excess trade fee applied to all trades in excess of the trade cap. The trade cap is based on the number of trades executed on all asset types and is calculated on an annual basis at the anniversary of the funding of the account or the establishment of the ABP on the account ("Anniversary Date"). Trade counting is done on a 12-month basis from the account's Anniversary Date. Certain assets may be excluded from the trade cap. For further details, contact your Authorized agent(s)/Advisor(s).

The ABF, Minimum Fee and Trade Cap Fee may be changed by Fidelity in its discretion. I authorize Fidelity to provide notice of my fees or any changes in my fees to my Authorized agent(s)/Advisor(s) and I will be bound by such notice. It is my responsibility to determine from my Authorized agent(s)/Advisor(s) the fees being charged.

I authorize my Authorized agent/Advisor to determine which securities and other property are to be sold and to liquidate or withdraw the securities and other property in each ABP Account, without notice to me, to pay the ABF and any other fees due to Fidelity under this Supplement. Payment of the ABF generally will be made first from free credit balances (from my core money market mutual fund, in the case of IRAs), next from the liquidation of shares of money market funds, and finally from the liquidation of any remaining securities or other property. Transfers into the ABP Account(s) of Chargeable Assets will be subject to the ABF or Minimum Fee, if applicable.

3. Other Fees and Charges. The ABF does not cover all fees and charges that apply to my ABP Accounts. The ABF does not cover brokerage and execution costs associated with Non-Chargeable Assets held in my ABP Accounts or with securities and other property held outside my ABP Accounts. The ABF does not cover certain charges including but not limited to transfer taxes, regulatory and exchange fees electronic fund and wire transfer fees, storage, fabrication and delivery fees for precious metals, auction fees, debit balances, margin interest, certain odd-lot differentials, other charges imposed by law, charges imposed by custodians other than Fidelity, fees in connection with custodial, trustee and other services rendered by a Fidelity affiliate, certain fees in connection with trust accounting, or the establishment, administration, or termination of retirement or profit sharing plans, and fees for other products and services that Fidelity or its affiliates may offer. Customary brokerage and execution costs will apply to purchases and sales of Non-Chargeable Assets in my ABP Account, and these charges may be applied on a per-trade basis. My ABP Account also may be subject to Supplemental Charges and Closing Fees (defined below).

- a. Closing Fee.** Fidelity may charge a fee ("Closing Fee") at the time of the termination of this Supplement or the closing of an ABP Account. This fee is in addition to any IRA termination/liquidation fees that may be applied.
- b. Agency and Principal Trades.** For agency transactions, I will pay the ABF in lieu of the commission, if any, that otherwise would be charged on a per-trade basis. However, I understand that principal transactions will be effected at a net price reasonably related to the prevailing market price and will include a dealer spread (normally the difference between the bid and the offer price). The dealer spread will vary based on a number of factors such as the nature and liquidity of the security. I further understand that Fidelity's affiliate, National Financial Services LLC ("NFS"), generally will receive additional compensation or other benefits

from principal trades because of the dealer spread or because of any gains resulting from changes in the prices of securities and other property held for NFS's own account before sale to, or after purchase from, me. Fidelity will not receive any additional compensation.

c. **Underwritten Offerings.** ABP Fees will be applied to underwritten offerings of eligible individual equities and fixed income securities purchased or held in my ABP Accounts. Underwritten offerings generally will be purchased only at the public offering price, which includes sales compensation. Fidelity's affiliate, NFS, may receive a selling concession or other compensation which is part of the underwriting commission that is described generally in the relevant offering documents. Fidelity will not receive any additional compensation.

d. **Commissions and Other Charges of other Broker-Dealers.** The ABF does not cover commissions, commission equivalents, or other charges on transactions my Authorized agent(s)/Advisor(s) place with broker-dealers other than Fidelity that settle into or from my ABP Account. Any such charges will be separately charged to my ABP Account. ABP Fees will be applied to Chargeable Assets in my ABP Account that are purchased or sold through other broker-dealers but custodied at Fidelity. I understand that my Authorized agent(s)/Advisor(s)' use of Fidelity's Prime Brokerage Services or other trade away programs will involve execution of transactions for my ABP Account by broker-dealers other than Fidelity, and that such transactions will be subject to additional fees charged by Fidelity for its Prime Brokerage Services or other trade-away program. Because I will be charged commissions, commission equivalents, dealer markups, markdowns, or other charges on transactions my Authorized agent(s)/Advisor(s) place with broker-dealers other than Fidelity – which will be in addition to the ABF I pay Fidelity under this Supplement – I recognize that my Authorized agent(s)/Advisor(s) may have an incentive to execute most transactions for settlement into my ABP Account through Fidelity. This incentive could, in some circumstances, conflict with my Authorized agent(s)/Advisor(s)' duties to obtain best execution of transactions for my ABP Account.

4. **Valuation of Chargeable Assets.** For purposes of determining the market value of the Chargeable Assets in my ABP Accounts, securities listed on a national securities exchange will be valued, as of the valuation date, at the closing price on the principal exchange on which they are traded. Securities and other property in my ABP Account will be valued in a manner determined by Fidelity in good faith to reflect their estimated fair market value. Fidelity may use prices obtained from third-party vendors. While Fidelity believes these sources to be reliable, Fidelity's valuation of Chargeable Assets for purposes of this Supplement should not be considered a guarantee of any kind whatsoever of the value of any assets in my ABP Accounts. The actual prices at which securities may be bought and sold may be different from those used for purposes of this Supplement. The ABF and other ABP Fees will apply to short market positions in Chargeable Assets. Chargeable Assets purchased on margin are subject to the ABF and the market value of the Chargeable Assets will not be reduced by the amount of any margin indebtedness or increased by the amount of any credits. I understand that margin is not available on my Premiere Select IRAs (or Premiere Select Roth IRAs).

5. **Acknowledgements.** I understand and agree that:

a. **Special Considerations.** I have determined in consultation with my Authorized agent(s)/Advisor(s) that participation in this ABP arrangement ("ABP Arrangement") is suitable and appropriate for me. **ABP Arrangements are not right for everyone.** In deciding whether this arrangement is appropriate, I have carefully considered, in consultation with my Authorized agent(s)/Advisor(s), all relevant factors, including my past and anticipated trading practices and holdings of Chargeable Assets, my Authorized agent(s)/Advisor(s)' investment strategies and trading patterns (including the frequency of trading and the number and size of the transactions that my Authorized agent(s)/Advisor(s) order for my ABP Accounts), the costs and potential benefits of this arrangement as compared to paying commissions on a per-trade basis, and my investment objectives and goals. I understand that, depending on

the circumstances, the brokerage and execution services offered through this arrangement would be available for less money if I paid commissions and execution costs on a per-trade basis. I have also considered whether this arrangement is appropriate if I primarily intend to hold the types of Chargeable Assets or engage in the trading strategies described below:

- "Buy and Hold" Investors. This arrangement is designed for investors who trade with some regularity and may not be appropriate if I do not intend to trade or intend to make only a small number of trades. It may not be appropriate for me to include in my ABP Account existing securities or other property that I intend to hold for a long time.

- Short-Term Trading Activity. ABP Accounts are not intended for day trading (i.e., the practice of purchasing and selling or selling and purchasing the same positions in one trading day) or other short-term or excessive trading activity, including excessive options trading. If I engage in trading activities Fidelity views as excessive, I may be subject to additional charges and/or Fidelity may restrict my ABP Account and/or convert it to a transaction based account which shall effectively terminate this Supplement.

- Prior Commission Payments. I may transfer Chargeable Assets on which I have previously paid a commission or similar fee on a per-trade basis into my ABP Account. The ABF will be applied to these transferred securities even though a commission or other similar fee has previously been charged, and I will consider whether it is appropriate to transfer such securities and other property into my ABP Account.

b. **Arrangement Is Appropriate for Me.** I have determined, in consultation with my Authorized agent(s)/Advisor(s) that participation in this ABP Arrangement is suitable and appropriate for me. Accordingly, I have carefully considered all relevant factors, including the factors described in this Supplement. I acknowledge that Fidelity has not recommended participation in this ABP Arrangement. I agree that Fidelity is not responsible for determining whether participation in this ABP Arrangement remains suitable or appropriate for me. Rather, such determination is solely mine and my Authorized agent(s)/Advisor(s)' responsibility. Because the relevant factors bearing on the appropriateness of my participation in this ABP Arrangement may change over time, I will periodically reevaluate, in consultation with my Authorized agent(s)/Advisor(s), whether continued enrollment in this ABP Arrangement remains suitable and appropriate for me. I acknowledge that I have been given notice of all fees and other charges related to my having chosen Asset-Based Pricing for my managed accounts. I further represent that all such fees are reasonable in light of the services being provided to me.

c. **No Investment Advice.** This ABP Arrangement is a pricing alternative, not an investment advisory service. My ABP Account is a brokerage account in which, subject to certain restrictions, Fidelity provides securities brokerage and execution services on a non-discretionary basis for an ABF. Any information or assistance Fidelity provides to me in this ABP Arrangement is solely incidental to Fidelity's business as a broker-dealer and is customarily provided or available without charge where brokerage and execution charges are paid on a per-trade basis. Neither Fidelity nor any of its affiliates or employees is acting or will act as an "investment adviser" as defined in the Investment Advisers Act of 1940 ("Advisers Act") with respect to my ABP Account. The Advisers Act will not apply to the relationship between me and Fidelity (including its affiliates and employees) with respect to my ABP Account. Fidelity is not an "investment manager" and does not provide investment advice within the meaning of the Employee Retirement Income Security Act of 1974 as a result of the services provided under this Supplement, and Fidelity does not, nor will it, render advice or any other services.

d. **Payments to Affiliates; Multiple Layers of Fees.** Fidelity, its affiliates and employees may receive additional compensation in connection with specific types of Chargeable Assets as described in the Supplement. These Chargeable Assets will also be included for purposes of calculating the ABP Fees. This may result in me paying multiple layers of fees on certain Chargeable Assets.

- e. **Limitation of Liability; Risk Acknowledgement.** All investments involve risk, and certain types of investments involve substantially more risk than others. I (or my Authorized agent(s)/Advisor(s)) will select investments for my ABP Account, and neither Fidelity nor any of its affiliates or employees will have any discretionary authority or control over my ABP Account. Fidelity, its affiliates and employees will execute transactions for my ABP Account only as specifically instructed by me or my Authorized agent/Advisor or other authorized representative. I am responsible for any trades placed in my ABP Account and for all losses arising from or related to my ABP Account.
- f. **Tax Considerations.** The ABF paid in connection with my ABP Account may be considered by the Internal Revenue Service as an investment expense, rather than a transaction charge, which may result in less favorable tax treatment for me. If I sell or redeem Chargeable Assets, including as part of a transfer described in paragraph 5, that sale or redemption of Chargeable Assets may result in adverse tax consequences. Notwithstanding anything herein to the contrary, I understand that distributions from IRAs are subject to ordinary income tax and a possible 10% penalty if I am under age 59½. I understand that Fidelity does not, and will not, offer tax advice and I am encouraged to consult a tax advisor or other qualified professional.
- 6. Duration and Termination.** I agree that, even though I have signed the Client Account Agreement and agreed to this Supplement, Fidelity may refrain from providing the services described in this

Supplement until all of Fidelity's internal procedures for establishing ABP Accounts have been completed and any necessary internal approvals have been obtained. This Supplement will become effective when accepted by Fidelity. Either party may terminate the Supplement. Fidelity will accept verbal termination instructions from me directly or my Authorized agent(s)/Advisor(s). In the event of the termination of an ABP Account, this Supplement will terminate with respect to such account, but will remain in full force and effect as to any remaining ABP Accounts. Termination of this Supplement will not result in termination of the Client Account Agreement, the terms and conditions of which will continue to remain in full force and effect and the Client Account will be subject to transaction based pricing which shall be communicated to me by my Authorized agent(s)/Advisor(s). In the case of any termination by me, the "Termination Date" is the last business day of the quarter in which my notice is received by Fidelity. In the case of any termination by Fidelity, the "Termination Date" is the date on which any such notice is sent by Fidelity to me. Termination of this Supplement or any particular ABP Account will not affect or preclude the consummation of any trade initiated, or any liability or obligation arising before the Termination Date, including payment of any outstanding fees.

- 7. Amendments.** Fidelity may amend this Supplement on written notice to my Authorized agent(s)/Advisor(s) or me and any amendment will be effective as of the date specified by Fidelity.

This section applies only to accounts established in the Managed Account Solutions (formerly Managed Account Resources Platform ("MAS Platform")): Be advised that the billing cycle and householding features are unique for this platform. The MAS Platform will bill your ABP Fees at the beginning of the quarter on or about the fifteenth day of the quarter. The ABP Fees will be determined by applying the BPS to your Account(s) previous quarter ending account balance. Within the MAS Platform, any Accounts in each of the MAS Programs will be householded for purposes of calculating and billing the ABF.