

mySmart Cash Account[®] APPLICATION

Please complete all relevant sections, and return to Fidelity in the postage-paid envelope, or mail to: Fidelity Investments, P.O. Box 770001, Cincinnati, OH 45277-0036.

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 required. Your account may be restricted and/or closed if Fidelity cannot verify this information. Fidelity will not be responsible for any losses or damages (including, but not limited to, lost opportunities) resulting from any failure to provide this information or from any restriction placed upon, or closing of, your account.

1 ACCOUNT SETUP

Please select the type of account you would like and complete the account owner's information. **All fields in bold are required to open an account.**

Note: Do not use this account to establish a retirement, custodial, or omnibus (pooled) account at Fidelity. Please contact a Fidelity Representative at 1-800-FIDELITY for additional information.

2 FINANCIAL PROFILE

We are required by the Financial Industry Regulatory Authority (FINRA) and other industry regulators to obtain the information in this section.

3 FUNDING YOUR ACCOUNT

You may pay by check, by transferring proceeds from another nonretirement Fidelity account, by electronic funds transfer from a bank or another financial firm, or by wire transfer from a bank or another financial firm.

4 ACCOUNT FEATURES

Your account automatically includes various features to help you manage your everyday finances—Checkwriting, Debit/ATM Card and Fidelity BillPay[®] service are standard features of your account. More information on each of these services is included in this section. **You can decline any feature(s) you do not wish to use.**

5 ADDITIONAL FEATURES

Other convenient features and services that you may want to add include direct deposit, electronic funds transfer, and account and statement householding.

6 SIGNATURE(S)

Please be sure to sign your application and signature card in ink. **We cannot process this application without the signature of each account owner.**

QUESTIONS?



For more information

1-800-FIDELITY or **Fidelity.com**
(1-800-343-3548)

1 ACCOUNT SETUP (CONTINUED)**ACCOUNT OWNER (CONTINUED)**

Employment status Employed Not employed Retired Occupation _____
(if retired or not employed, indicate source of income)

Self-Employed If you are self-employed and your business address is the same as your legal home address, please initial here that you work out of your home _____

Employer's name _____

Address _____ City _____ State _____ Zip _____

AFFILIATIONS

Check this box if you are affiliated with, or employed by, a stock exchange or a member firm of an exchange or FINRA, a municipal securities dealer, or Fidelity. If you checked the box, obtain and attach the compliance officer's letter of approval ("407 letter") and indicate the affiliated entity's name and address below. Failure to include an approval letter may delay the processing of your request. We must tell the affiliated entity you have applied for this account. An account approval letter is not required for Fidelity employees.

Check here if your affiliation information is the same as your employer. (If you checked this box, you are not required to complete the information below.)

Affiliated entity name _____

Address _____ City _____ State _____ Zip _____

Check this box if you are a control person or affiliate or an immediate family/household member of a control person or affiliate of a publicly traded company under SEC Rule 144 (this would include, but is not limited to, a director, 10% shareholder, policy-making officer, and members of the board of directors).

Trading symbol _____ Company _____

JOINT ACCOUNT OWNER

We assume that the permanent address is the same unless otherwise noted.

Check this box if a joint account owner has a different address than the one listed in the Account Setup section of this application and you would like duplicate copies of the confirmation of the new account profile, confirmation of changes to the investment objectives, and the triannual account profile confirmation sent to that separate address.

Full legal name _____
First Name Middle Name Last Name

Date of birth _____ **E-mail address** _____
(mm/dd/yyyy)

Social Security number _____ **or Taxpayer ID number** _____

Permanent address _____
(no P.O. boxes) Street City State Zip

Mailing address _____
(if different from above) Street City State Zip

(Continued on next page)

1 ACCOUNT SETUP (CONTINUED)

JOINT ACCOUNT OWNER (CONTINUED)

Phone numbers Evening _____ Day _____ Ext. _____

Countries of citizenship U.S. Other(s) _____

Country of tax residence U.S. Other(s) _____

U.S. driver's license number (if available) _____ State of issuance _____

GOVERNMENT ID (FOREIGN CITIZENS ONLY) Identification document must have a reference number and photo. Please attach a photocopy.

Place of birth _____
City State/Province Country

Immigration status Permanent resident Non-permanent resident Non-resident

Check which type of document you are providing:

U.S. driver's license DHS permanent resident alien card Passport with U.S. visa Employment Authorization Document

Passport without U.S. visa* _____
*Bank name required *Account number required

Foreign national identity document* _____
*Bank address required *Phone number required

Document number and country of issuance _____
(Number from the document checked above)

Employment status Employed Not employed Retired Occupation _____
(if retired or not employed, indicate source of income)

Self-Employed If you are self-employed and your business address is the same as your legal home address, please initial here that you work out of your home _____

Employer's name _____

Address _____ City _____ State _____ Zip _____

AFFILIATIONS

Check this box if you are affiliated with, or employed by, a stock exchange or a member firm of an exchange or FINRA, a municipal securities dealer, or Fidelity. If you checked the box, obtain and attach the compliance officer's letter of approval ("407 letter") and indicate the affiliated entity's name and address below. Failure to include an approval letter may delay the processing of your request. We must tell the affiliated entity you have applied for this account. An account approval letter is not required for Fidelity employees.

Check here if your affiliation information is the same as your employer. (If you checked this box, you are not required to complete the information below.)

Affiliated entity name _____

Address _____ City _____ State _____ Zip _____

Check this box if you are a control person or affiliate or an immediate family/household member of a control person or affiliate of a publicly traded company under SEC Rule 144 (this would include, but is not limited to, a director, 10% shareholder, policy-making officer, and members of the board of directors).

Trading symbol _____ Company _____



2 FINANCIAL PROFILE

YOUR INVESTMENT OBJECTIVE

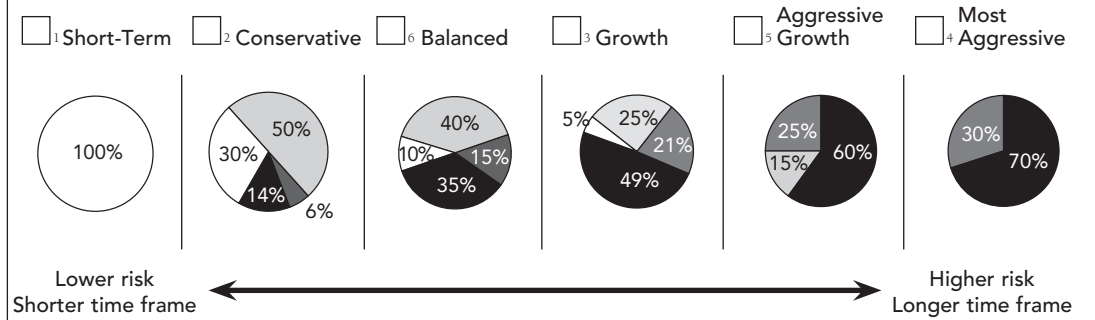
You should choose your investments based on your objectives, time frame, and tolerance for market fluctuations. From short-term liquid investments that seek to preserve capital (accepting the lowest returns in exchange for stability) to longer-term investments that seek maximum growth (but can tolerate very wide fluctuations in performance), you can choose an approach that's best for you. Simply check the box below that most closely matches your investment objective.

For joint accounts, please provide combined information.

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

SAMPLE PORTFOLIO MIX

- Asset Class**
- Short-Term
 - Foreign Stocks
 - U.S. Domestic Stocks
 - Bonds



- Short-Term** You seek to preserve your capital and can accept the lowest returns in exchange for price stability.
- Conservative** You seek to minimize fluctuations in market values by taking an income-oriented approach with some potential for capital appreciation (minimum required for writing covered call options).
- Balanced** You seek the potential for capital appreciation and some income and can withstand moderate fluctuations in market value.
- Growth** You have a preference for growth and can withstand significant fluctuations in market value.
- Aggressive Growth** You seek aggressive growth and can tolerate wide fluctuations in market values, especially over the short term.
- Most Aggressive** You seek very aggressive growth and can tolerate very wide fluctuations in market values, especially over the short term (required for options strategies other than writing covered call options).

Check one box in each column.

ANNUAL INCOME (from all sources)	ESTIMATED NET WORTH (excluding residence)	ESTIMATED LIQUID NET WORTH	FEDERAL TAX BRACKET
<input type="checkbox"/> ₁ Under \$20,000	<input type="checkbox"/> ₁ Under \$30,000	<input type="checkbox"/> ₁ Under \$15,000	<input type="checkbox"/> ₁ ≤15%
<input type="checkbox"/> ₂ \$20,000–\$50,000	<input type="checkbox"/> ₁ \$30,000–\$50,000	<input type="checkbox"/> ₁ \$15,000–\$50,000	<input type="checkbox"/> ₂ 25%
<input type="checkbox"/> ₃ \$50,001–\$100,000	<input type="checkbox"/> ₂ \$50,001–\$100,000	<input type="checkbox"/> ₃ \$50,001–\$100,000	<input type="checkbox"/> ₃ ≥28%
<input type="checkbox"/> ₄ Over \$100,000	<input type="checkbox"/> ₃ \$100,001–\$500,000	<input type="checkbox"/> ₃ \$100,001–\$500,000	
	<input type="checkbox"/> ₄ Over \$500,000	<input type="checkbox"/> ₄ Over \$500,000	

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.

Strategic Advisers, Inc., is adjusting its target asset mixes, as of November 2009, to increase the percentage of international equity to 30% of the overall equity portion of each target asset mix.

3 FUNDING YOUR ACCOUNT

Please select a funding option for your mySmart Cash Account:

BY CHECK

I have enclosed a check made payable to Fidelity Brokerage Services LLC, to be deposited to my mySmart Cash Account.

BY ELECTRONIC FUNDS TRANSFER (EFT)

I will transfer funds from a bank or another firm and will complete the required information for establishing electronic funds transfers (see Section 5).

BY WIRE TRANSFER

I will wire funds to Fidelity from my bank or brokerage firm.

Please provide the following instructions to the financial institution where the funds are deposited:

Wire funds to: J.P. Morgan Chase, NY
 ABA Routing Number: 021000021
 For credit to: National Financial Services LLC
 Account number: 066196-221
 For benefit of: List all owner names on the mySmart Cash Account
 For final credit to: Your account number (letters included, if applicable)*
 Address: One Chase Manhattan Plaza, New York, NY 10005

*You will need to have your mySmart Cash Account number for your wire transfer instructions. Please contact a Fidelity Representative several business days after you have returned this application for the account number.

TRANSFER FUNDS FROM EXISTING FIDELITY ACCOUNT

I instruct Fidelity to transfer proceeds from the core position of my nonretirement Fidelity Account(s):

Account Number(s): _____ Amount(s): \$ _____

I instruct Fidelity to liquidate mutual fund(s) held in my nonretirement Fidelity Funds Account(s) and transfer proceeds to this new account, per the following instructions:

Account Number(s): _____

Position: _____ Amount \$ _____

Position: _____ Amount \$ _____

CORE POSITION

Cash that you keep in your mySmart Cash Account will be kept in an FDIC-Insured Deposit Sweep core position. The available cash balance in the account is automatically swept into an interest-bearing deposit account at a Program Bank. Your cash balance held at a Program Bank is eligible for FDIC insurance coverage, in accordance with FDIC rules. Please refer to the *mySmart Cash Account FDIC-Insured Deposit Sweep Program Disclosures document*, provided with the Customer Agreement, for more information.



4 ACCOUNT FEATURES

The features below come automatically with your mySmart Cash Account. For more information on these features, please visit [Fidelity.com/goto/cashmanagement](https://www.fidelity.com/goto/cashmanagement). Also, please note that each of the features offered below is subject to the approval of Fidelity Investments and/or the third-party provider of the specified service.¹

- 1. Checkwriting:**² Unlimited, free checkwriting on your mySmart Cash Account. All owners of this account requesting checkwriting need to sign and attach the checkwriting signature card and return it with this application. **You will not receive checks until we receive your completed signature card.**

Yes, I would like to receive check images with my monthly statements if I decide not to accept electronic delivery of my account statement and other account documents (see the “Receive Your Account Documents Online” section below).

- 2. Fidelity Visa® Gold Check Card (Debit/ATM):**³ Make withdrawals at no cost to you from any ATM displaying the Visa, Star® or Plus® logos, or make purchases wherever Visa is accepted.⁴

Yes, I would like to receive an additional card for a joint owner listed on this account.

- 3. Fidelity BillPay®:**⁵ Enjoy the convenience of paying your bills online, directly from your mySmart Cash Account with our Fidelity BillPay service. There is no charge for this service.

By signing and returning this document, you are automatically applying for these account features unless you elect not to have any of them by checking the appropriate box below. You also acknowledge that you have read and agree to the terms set forth in the mySmart Cash Account Customer Agreement and in the separate agreements for each of the account features you are enrolled in.

Please do not enroll me in the following features:

- Checkwriting
 Fidelity Visa Gold Check Card (Debit/ATM)
 Fidelity BillPay

Receive Your Account Documents Online

For your convenience, certain account documents can be delivered to you electronically. These include account statements, trade confirmations, prospectuses, and shareholder reports. In addition, as other documents become available, we will be able to deliver them to you electronically instead of by U.S. mail.

If you do not want electronic delivery of your account documents, you should check off one or more of the boxes below. In order to enroll in the electronic delivery program and begin receiving account documents electronically, you will need to read the Electronic Delivery Agreement and consent to its terms. You will receive the Electronic Delivery Agreement in an e-mail, unless you select all of the options below.

I would prefer to receive the following items by U.S. mail:

- Monthly Account Statements Trade Confirmations and Related Prospectuses Prospectuses, Shareholder Reports and Other Documents

¹ Fidelity may share the following pieces of information (as available): account owner name, address, phone number(s), Social Security number, date of birth, and mySmart Cash Account number with PNC Bank NA for the Fidelity Visa Gold Check Card, and with Fiserv, Inc. for Fidelity BillPay.

² All checks written will be reported on your mySmart Cash Account statement. **Fidelity must have a signature card on file to establish this service.** Wallet checks that display the Fidelity logo are provided free of charge.

³ The Fidelity Visa Gold Check Card is issued by PNC Bank NA with no annual fee and is administered by PFPC Trust Company. These entities are not affiliated with Fidelity Investments. You have read and agree to the important disclosures contained in the accompanying mySmart Cash Account Customer Agreement. The Fidelity Check Card Agreement and Disclosure Statement will accompany your debit card. The third-party trademarks appearing herein are the property of their respective owners.

⁴ All Fidelity ATM withdrawal fees will be waived for the mySmart Cash Account. In addition, your mySmart Cash Account will automatically be reimbursed all ATM fees charged by other institutions while using a Fidelity Visa Gold Check Card linked to your mySmart Cash Account at any ATM displaying the Visa,® Plus,® or Star® logos. The reimbursement will be credited to your mySmart Cash Account the same day the ATM fee is debited from the account. Please note there is a foreign transaction fee of one percent that is not waived, which will be included in the amount charged to your account. For more information on limits that may apply to reimbursements of ATM transaction fees, please see the Fidelity Check Card Agreement and Disclosure Statement.

⁵ Schedule bills to be paid electronically from your mySmart Cash Account through Fidelity.com. See the Fidelity BillPay Service Agreement for complete details.

5 OPTIONAL FEATURES

DIRECT DEPOSIT

To have all or a portion of your paycheck, or other recurring payment, deposited into your mySmart Cash Account, please complete Sections 1 and 2 (specifically subsections 2A and 2B) of the *Authorization for Direct Deposit to a Fidelity Investments Account Form* located in the account opening kit, and submit it to your employer's payroll department or the issuer of any recurring checks you receive. Please instruct your employer to use the instructions for a Fidelity brokerage account direct deposit. **Do not return the direct deposit form to Fidelity.**

ELECTRONIC FUNDS TRANSFER (EFT)

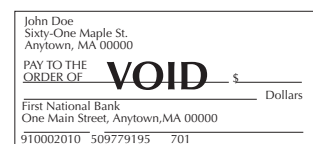
You can use this service to move cash to or from your new mySmart Cash Account and another financial firm. Electronic funds transfers (EFT) occur only when you initiate them. Your financial firm may charge a fee.

Yes, I wish to establish electronic funds transfer (EFT).

Please read the Important Information about Your Use of Electronic Funds Transfer (EFT) on page 8 of this application.

For EFT to be established, at least one common name must match exactly between your mySmart Cash and Bank accounts, and a voided check or deposit slip containing the Bank ABA or ACH routing number is required with this application. If a matching voided check or deposit slip is not provided, the bank information below must be provided and all signatures on this application must be signature guaranteed. A Signature Guarantee is designed to protect you and Fidelity from fraud. You should be able to obtain a Signature Guarantee from a bank, broker, broker/dealer, credit union (if authorized under state law), securities exchange or association, clearing agency, or savings association.

Attach a voided check or deposit slip from your checking or savings account. **Passbook savings accounts are not eligible.**



Attach here

Bank ABA routing number

Name of Bank

Checking

Savings

Bank ABA Number
(Set of numbers found in lower left-hand corner of your bank account checks)

Bank Account Number

Names as they appear on your Bank Account

Bank Branch Phone Number

CONSOLIDATE ACCOUNTS INTO A HOUSEHOLD RELATIONSHIP

Your new mySmart Cash Account will be automatically consolidated on the same statement as any existing account(s) with the same registration type and ownership information.

Complete the *Householding Relationship Form* found in your account opening kit to make updates. For example, to consolidate a mySmart Cash Account with your individual retirement accounts.

If you already have consolidated accounts into a household relationship and would like to receive your consolidated statement online, please visit www.fidelity.com/goto/edelivery.



IMPORTANT INFORMATION ABOUT YOUR USE OF ELECTRONIC FUNDS TRANSFER (EFT)**Privacy Statement:**

I understand that Fidelity Brokerage Services LLC (“Fidelity”) will disclose information to third parties about my account or the transfers I make:

- (i) Where it is necessary for completing transfers, or
- (ii) In order to verify the existence and condition of my account for a third party, such as a credit bureau or merchant, or
- (iii) In order to comply with a government agency or court order, or
- (iv) If I give Fidelity my written permission, or
- (v) For other purposes in accordance with Fidelity’s privacy statement.

Notification:

I understand that Fidelity may notify me electronically or by phone when the EFT feature is set up or EFT transactions are initiated on my account.

Redemptions:

I authorize Fidelity to accept and act upon any directions for redemptions from my mySmart Cash Account for payment to be made to the account at a financial institution I designated in my EFT Authorization. I understand and agree that Fidelity will not be liable for any loss, expense, or costs arising out of any telephone, Internet, or other electronic request for redemption so long as Fidelity transmits the redemption proceeds to the bank account I designate through my EFT authorization.

Fees:

I understand that Fidelity doesn’t charge a fee but other financial institutions I use may charge a fee.

Brokerage Account Limitations on Transfers:

The minimum EFT transaction is \$10 for redemptions and deposits; the maximum is \$100,000 for redemptions and deposits. The EFT maximum transfer amount for redemptions and deposits over any seven-day period is \$100,000.

Limitations for Electronic Funds Transfer Established Electronically:

If I establish EFT electronically, I may be able to transfer funds immediately from my bank account to my mySmart Cash Account. All EFT transactions processed during the first seven (7) business days after I establish EFT will be limited to a maximum transaction amount of \$25,000 per day (for customers with an existing relationship. For new customers, the maximum transaction amount is \$15,000 per day). On the eighth business day following my establishment of the EFT service, the maximum transaction amount will increase to \$100,000 per day for a mySmart Cash Account. Transfers from my mySmart Cash Account to my bank account will not be allowed until the eighth business day.

Brokerage Account Minimum Balances:

There is no minimum account balance to process an EFT transaction; however, my mySmart Cash Account must have adequate funds to cover the redemption of funds.

Business Days:

For purposes of these disclosures, Fidelity’s business days are Monday through Friday. Bank and New York Stock Exchange holidays are not included.

Documentation Periodic Statement:

I will receive a monthly account statement from Fidelity, unless there are no transactions in a particular month. In any case, I will receive a statement quarterly.

Direct Deposits:

If I have arranged to have direct deposits made to my mySmart Cash Account at least once every sixty (60) days from the same person or company, I can call Fidelity at 1-800-544-5555 to find out whether or not the deposit has been made.

Special Disclosures for Transfers:

My use of electronic funds transfers (EFT) for transfer of funds electronically other than those for which the primary purpose is the purchase or sale of securities (“Covered Transfers”) is covered under the Electronic Funds Transfer Act and the Federal Reserve Board’s Regulation E and related laws and regulations. The following disclosures apply to Covered Transfers:

Special Disclosures for Transfers (CONTINUED):

- **Unauthorized Transfers:** I will tell Fidelity promptly if I believe my PIN has been lost or stolen or may have been used without my permission. Telephoning Fidelity at the number listed below is the best way of keeping my possible losses down. If I believe my PIN has been lost or stolen, and I tell Fidelity within two (2) business days after I learn of the loss or theft, I can lose not more than \$50 for Covered Transfers if someone used my PIN without my permission. If I do NOT tell Fidelity within two (2) business days after I learn of the loss or theft of my PIN, and Fidelity can prove Fidelity could have prevented any unauthorized use if I had told Fidelity, I could lose as much as \$500. Also, if my statement shows Covered Transfers that I did not make, I will tell Fidelity promptly. If I do not tell Fidelity within sixty (60) days after the first statement was mailed to me, I may not get back any money I lost after sixty (60) days if Fidelity can prove that Fidelity could have stopped someone from taking the money if I had told Fidelity in time. In extenuating circumstances, Fidelity may extend such time periods. Additional protection may be available from Fidelity for specific accounts under certain circumstances.
- **Stop Payment Procedures:** If I have told Fidelity in advance to make regular Covered Transfers out of my Fidelity account, I can stop any of these payments. Here's how: I can call or write to Fidelity using the Contact Information listed below. My notice must be made in time for Fidelity to receive my request at least three (3) business days or more before the payment is scheduled to be made. If I call, Fidelity may, as an additional measure, require me to put my request in writing and get it to Fidelity within fourteen (14) days after I call. Unless otherwise provided, I may not stop payment of electronic funds transfers; therefore, I should not employ electronic access for purchases or services unless I am satisfied that I will not need to stop payment.
- **Fidelity's Liability for Failure to Make Covered Transfers:** If Fidelity does not complete a Covered Transfer to or from my Fidelity account on time or in the correct amount according to Fidelity's agreement with me, Fidelity may be liable for my losses or damages. However, there are some exceptions. Fidelity will not be liable for instance:
 - If, through no fault of Fidelity's, I do not have enough money in my Fidelity account to make the Covered Transfer.
 - If the money in my Fidelity account is subject to legal process or other claim restricting such transfers.
 - If the transfer would exceed my margin availability, if any.
 - If the bank account information I provided to Fidelity when I established the Fidelity EFT service transfers was incorrect or has subsequently become incorrect.
 - If circumstances beyond Fidelity's control (such as fire or flood) prevent the transaction, despite reasonable precautions taken by Fidelity.
 - If there was a technical malfunction that was known to me at the time I attempted to initiate a Covered Transfer or, in the case of a Covered Preauthorized Transfer, at the time the transfer should have occurred.
 - There may be other exceptions stated in your agreement with me.
- **Error Resolution:** In the case of errors or questions about my Covered Transfers, I will call or write Fidelity using the Contact Information listed below, promptly. I will call or write Fidelity if I think my statement is wrong or if I need more information about a Covered Transfer on the statement. **Fidelity must hear from me no later than 60 days after Fidelity sent the FIRST statement on which the problem or error appeared.** I will:
 - Tell Fidelity my name and account number.
 - Describe the error or the Covered Transfer that I am unsure about, and explain as clearly as I can why I believe it is an error or why I need more information.
 - Tell Fidelity the dollar amount of the suspected error. If I notify Fidelity orally, Fidelity may require that I send it my complaint or question in writing within ten (10) business days. Fidelity will tell me the results of its investigation within ten (10) business days after Fidelity hears from me and will correct any error promptly. If Fidelity needs more time, however, it may take up to forty-five (45) days to investigate my complaint or question. If Fidelity decides to do this, it will credit my account within 10 business days for the amount that I think is in error, so that I will have the use of the money during the time it takes Fidelity to complete its investigation. If Fidelity asks me to put my request or question in writing and it does not receive it within 10 business days, Fidelity may not credit my account. If Fidelity decides that there was no error, Fidelity will send me a written explanation within three business days after Fidelity finishes the investigation. I may ask for copies of the documents that Fidelity used in the investigation.

Contact Information:

Fidelity Investments, P.O. Box 770001, Cincinnati, OH 45277-0002
1-800-544-6666



6 SIGNATURE (ALL OWNERS MUST SIGN THE APPLICATION)

Each owner must READ the separate mySmart Cash Account Customer Agreement and SIGN this section in ink.

I hereby request Fidelity Brokerage Services LLC and National Financial Services LLC (collectively, "Fidelity") to open a mySmart Cash Account in the name(s) listed as account owner(s) on this application. "I" refers to all account owners.

- I acknowledge that I have been furnished with a copy of the mySmart Cash Account Customer Agreement and that I have read, understood, and agree to be bound by its terms and conditions as they are currently in effect and as they may be amended in the future. I am at least 18 years of age and of full legal age in the state in which I reside. I understand that, upon issuer's request in accordance with applicable rules and regulations, Fidelity will supply my name to issuers of any securities held in my mySmart Cash Account so I might receive any important information regarding them, unless I notify Fidelity.
- I understand that the mySmart Cash Account Customer Agreement and its enforcement shall be governed by the laws of the Commonwealth of Massachusetts. It shall cover individually and collectively all accounts that 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 my account to its successors and assigns, and this Agreement shall be binding upon my heirs, executors, administrators, successors, and assigns.
- I have received and read a complete description of the FDIC-Insured Deposit Sweep Program Disclosures document for the mySmart Cash Account through which I will make transactions and earn interest within the mySmart Cash Account.
- I hereby authorize Fidelity, upon receiving instructions from me, to make payments of amounts representing redemptions by me or distributions payable to me by initiating credit or debit entries to the bank account ("Bank") indicated on the attached voided check or deposit slip. I authorize and request the Bank to accept such entries from Fidelity, and to credit or debit, as indicated, my account at the Bank in accordance with these entries. I understand that Fidelity will not be liable for any loss, expense, or cost arising out of my instructions, provided that it institutes reasonable procedures to prevent unauthorized transactions. I acknowledge that this authorization may be revoked only by providing written notice of revocation to Fidelity, in such time and manner as afford Fidelity and the Bank a reasonable opportunity to act upon it.
- I, the undersigned, hereby constitute and appoint Fidelity my true and lawful attorney to surrender for redemption any and all balances held in the above-indicated accounts with full power of substitution in the premises. Fidelity will sell what it is instructed to and then wire the funds. Fidelity is hereby authorized and directed to accept and act upon any directions for redemptions of balances held in the above account from any account owner who requests payment to be made to the bank account above. I understand and agree that Fidelity will not be liable for any loss, expense, or costs arising out of any telephone request for redemption so long as Fidelity transmits the redemption proceeds to the bank account identified above. Fidelity reserves the right to cease to act as agent to the above appointment upon 30 days after written notice to the address noted on this form. I further certify and agree that the certifications, authorizations, and appointments in this document will continue until Fidelity receives the actual written notice of any change thereof.
- If I am a U.S. person (including a U.S. resident alien), I certify under penalties of perjury that: (1) I am a U.S. person (including a U.S. resident alien) and the Social Security or Taxpayer Identification Number provided is correct (or that I am waiting for a number to be issued to me); and (2) I am not subject to backup withholding because: (a) I am exempt from backup withholding; or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding for failure to report all dividend and interest income; or (c) I have been notified by the IRS that I am no longer subject to backup withholding. (Cross out item 2 if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.)
If I am not a U.S. person (including a U.S. resident alien), I am submitting the applicable Form W-8 with this form to certify my foreign status and, if applicable, claim tax treaty benefits.
- I certify that this account is not a Pooled or Omnibus Account. A Pooled or Omnibus Account is a single account that pools the holdings of more than one beneficial owner, whose identities are not disclosed to Fidelity, in which the beneficial owners have the ability to effect transactions, and for which subaccounting is performed by the Omnibus Account holder or a third party.
- If I have not checked the box for Affiliations, I represent and warrant that I am not affiliated with or employed by a stock exchange or a broker-dealer or I am not a control person or affiliate of a public company under SEC Rule 144 (such as a director, 10% shareholder, or a policy-making officer), or an immediate family or household member of such a person.

I understand that I will be receiving and reviewing separate account agreements for using Fidelity BillPay, and from PNC Bank NA for using the Fidelity Visa® Gold Check Card.

6 SIGNATURE (CONTINUED)

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

• This account is governed by a predispute arbitration clause, which is located on the last page of the mySmart Cash Account Customer Agreement. I acknowledge receipt of the predispute arbitration clause.

X

SIGNATURE OF ACCOUNT OWNER

Date (mm/dd/yyyy)

X

SIGNATURE OF JOINT ACCOUNT OWNER

Date (mm/dd/yyyy)

If you are enrolling in Electronic Funds Transfer (EFT) and have not attached a voided check or deposit slip, then you will need to have your signature guaranteed. You should be able to obtain a Signature Guarantee from a bank, broker, broker/dealer, credit union (if authorized under state law), securities exchange or association, clearing agency, or savings association.

A notary public cannot provide a Signature Guarantee, and a notarization cannot be accepted in lieu of a Signature Guarantee.

SIGNATURE GUARANTEE

SIGNATURE GUARANTEE

Fidelity Investments is a registered service mark owned by FMR LLC. Accounts are carried with our affiliate, National Financial Services LLC, Member NYSE, SIPC. Fidelity Investments, P.O. Box 770001, Cincinnati, OH 45277-0036.

FOR FIDELITY USE ONLY Cash ATP Account # Assigned _____

Rep. Name _____ Reg. Rep. Signature _____ Corp. ID _____ Date _____

Approving Manager's Signature _____ Date _____ Investor Center Number _____

Photo ID Type _____ Expiration Date _____

ID Number (Govt. issued only) _____ Issuance Date _____ Place of Issuance _____

Second Photo ID Type _____ Expiration Date _____

ID Number (Govt. issued only) _____ Issuance Date _____ Place of Issuance _____



Checkwriting Form (Signature Card)

Use this form to:

- add checkwriting to an existing Fidelity Account, mySmart Cash Account,[®] IRA, or Fidelity fund account
- grant checkwriting privileges to owners or authorized individuals who currently do not have them
- update one or more existing signatures (such as in connection with a name change)

Before You Begin

All information is required. If you do not provide all information — and all necessary signatures — your request will be delayed. You need to complete a separate form for each account.

The signatures provided on this card will be ADDED to existing authorized signers.

This is not the form for adding checkwriting to a Health Savings Account. Contact Fidelity (see below) for a Health Savings Checkwriting Form.

Minimum balances may apply. If your balance is below the minimum, we will delay sending out your checks until your account has the minimum balance in it.

Cancelled checks are not returned to you. Instead, all check-writing activity will be reported on your statement and online at Fidelity.com. To get a copy of a check, contact Fidelity (see below). You may be charged a fee.

Restrictions and Requirements

Certain accounts and situations have specific requirements, which may include additional documentation

<p>IRAs</p> <ul style="list-style-type: none"> • Fidelity IRA Authorization for Checkwriting <p>UGMA/UTMA Accounts</p> <ul style="list-style-type: none"> • Signature of the custodian only <p>Business Accounts</p> <ul style="list-style-type: none"> • Signatures of all authorized signers on the account 	<p>Trust Accounts</p> <ul style="list-style-type: none"> • Signature of any trustee requesting checkwriting <p>Name Change</p> <ul style="list-style-type: none"> • Name Change Authorization Form <p>Checkwriting for a Person Who Has Power of Attorney</p> <ul style="list-style-type: none"> • Signature of all account owners and attorney-in-fact • If an account owner is incapacitated, provide a physician's letter stating that the account owner is unable to sign the document 	<p>Fidelity Fund Accounts</p> <ul style="list-style-type: none"> • Checkwriting is only available on certain money market funds; indicate the fund in the account number section • Most money market funds have a minimum check amount (typically \$500), which is described in each money market fund's prospectus
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Terms and Conditions

By signing the form, you:

- Agree to be bound by the current and future Checkwriting Terms and Conditions, including those of the processing bank, UMB Bank, N.A. ("the Bank"), and the guidelines, and rules applicable to your account, including those of the fund(s), the Fidelity IRA Custodial Agreement, and the Uniform Commercial Code as enacted in the State of Missouri, as they pertain to the use of redemption checks.
- Agree that this form will be added to any signatures already on file for the same fund or account number.
- Agree that all checks will require only one signature unless otherwise indicated on the form.
- Agree that in acting in accordance with the Checkwriting Terms and Conditions, the Bank is liable only for its own negligence.
- For IRA accounts, authorize and direct the Bank to request that the Custodian or its agent redeem money/shares in your Fidelity IRA to cover checks drawn by you, upon receipt of, and to the amount of checks drawn upon the account.
- For non-IRA accounts, appoint the Bank as agent and direct it to request Fidelity to debit your account(s) that Fidelity's records indicate have been designated for that purpose by the account holders, upon receipt of, and to the amount of, checks drawn upon the designated account(s).
- Agree that all checks drawn on Fidelity fund accounts must be for the minimum check amount described in each money market fund's prospectus, and that checks for less than the minimum can be returned to the shareholders marked "Refer to Maker."

Questions? Go to [Fidelity.com/checkwriting](https://www.fidelity.com/checkwriting) or call 1-800-544-6666.

Keep these instructions for your records. Do not return them to Fidelity.

Checkwriting Form (Signature Card)

Enter information on screen, or print the form and fill out by hand.



1. Account Information

Account Number

Write the number of the Fidelity account to which you want to add checkwriting.

If the above account number is a Fidelity fund account, indicate the name of the fund to which you would like to add checkwriting.

2. Your Instructions to Fidelity

INFORMATION TO BE PRINTED ON CHECKS

- Name(s), address on file at Fidelity *Default if no choice is indicated.*
- Name(s) only
- Name(s), address on file at Fidelity, telephone number

Telephone Number

NUMBER OF SIGNATURES REQUIRED ON CHECKS

Indicate how many of the signatures below in Section 3 will be required for checks to be valid.

- Any one signature *Default if no choice is indicated.*
- Any two signatures

3. Required Signature(s) *If five or more individuals are signing, use another copy of this form.*

By signing below, you instruct Fidelity to act on your instructions given on this form, and you agree to accept all terms and conditions on this form and on the preceding "Instructions and Terms."

Owner/Authorized Individual's Name and Signature:

Signature	Date MM / DD / YYYY
X	

Owner/Authorized Individual's Name and Signature:

Signature	Date MM / DD / YYYY
X	

Owner/Authorized Individual's Name and Signature:

Signature	Date MM / DD / YYYY
X	

Owner/Authorized Individual's Name and Signature:

Signature	Date MM / DD / YYYY
X	

Questions? Go to Fidelity.com/checkwriting or call 1-800-544-6666.

Form completed and signed?

Use the enclosed envelope or mail to Fidelity Investments, PO Box 770001, Cincinnati, OH 45277-0002.

On this form, "Fidelity" means Fidelity Brokerage Services LLC and its affiliates. Brokerage services are provided by Fidelity Brokerage Services LLC, Member NYSE, SIPC.



mySmart Cash Account®

This document describes the features, policies, fees, and risks associated with your mySmart Cash Account.® The first section is the agreement, or contract, for your account, which includes a description of the FDIC-Insured Cash (Core). The second section includes a copy of the current fee schedule and other account-related information. Please review this document and keep it for your records. Do not mail it in with your application.

CUSTOMER AGREEMENT

About This Agreement 2

An introduction that includes a summary of Fidelity's responsibilities and the responsibilities you agree to accept in using your account.

Account Features 3

Descriptions of the basic features of your account and several optional features, such as cash management features.

Account Policies 4

Information on policies that affect how your account works, how orders are processed, and other account functions.

FDIC-Insured Cash (Core) Disclosures for the mySmart Cash Account 9

Disclosures 13

This section includes information on liability, certain regulations, and predispute arbitration.

ADDITIONAL INFORMATION

Fees 15

Fidelity's fees for various features and services.

Privacy Policy 18

Notices 19



FIDELITY MYSMART CASH ACCOUNT® AGREEMENT

Things to Know Before Using Your Account

mySmart Cash Account® is an alternative for your spending and short-term savings needs. mySmart Cash Account offers the ability to purchase and hold mutual funds, CDs, and other short-term instruments in addition to FDIC-eligible cash core.

As the account owner, you are responsible for monitoring your account and for all decisions and instructions concerning your account, including any securities you buy, sell, or hold in your account. Before you start using your account or any account feature, it's essential that you understand the terms, conditions, and policies that apply. A joint owner can make transactions in a joint account (including removing all the assets) without the approval of the other owner(s) and without any obligation on Fidelity's part to question the action.

There are certain situations in which it is essential that you get in touch with us.

You need to tell us immediately if any of the following occur:

- You notice incorrect or suspicious account activity.
- Your financial circumstances or goals change.
- You become subject to laws or regulations concerning corporate insiders, the reporting of certain investments, or employment in the securities industry.

Disputes between you and Fidelity are settled by arbitration.

Since this is a brokerage account, the parties agree to waive their rights to sue in court, and agree to abide by the findings of an arbitration panel established in accordance with a brokerage industry self-regulatory organization.

How to Contact Us

For account-related matters, including questions, changes, and notifications of errors, reach us:

By Phone

800-544-6666

Online

Fidelity.com

In Writing

Fidelity Investments
Client Services
P.O. Box 770001
Cincinnati, OH 45277-0045

Who's Who in This Agreement

In this document, "Fidelity," "us," and "we" include Fidelity Brokerage Services LLC ("FBS"), and National Financial Services LLC ("NFS"), as the context may require. "You" and "account owner" refer to the owner(s) indicated on the account application; for any account with more than one owner or authorized person (such as a joint or trust account), "you" and "account owner" or "account owners" refer to all owners, collectively and individually.

About This Agreement

Fidelity's Commitments to You

Under this agreement, Fidelity has certain rights and responsibilities. When we accept your account application, we are agreeing to maintain an account for you. We also agree to serve as your broker and to provide various services and features, as described on the following pages.

Your Commitments to Fidelity

Many of these commitments are spelled out more completely on the following pages, but, in general, when you sign the account application, you agree:

- to accept full responsibility for the content and accuracy of all authorized instructions placed on your account, for all results and consequences of these instructions, and for all instructions placed by you or any other person you authorize
- to maintain enough assets in your account to satisfy all obligations as they become due, and to understand that we may take whatever steps we consider necessary to resolve unpaid debts or other obligations
- to use the account and its features according to this agreement and for your own personal purposes only
- to use from time to time the account or some other account with us that is linked or used as a complement to your mySmart Cash Account to buy, sell, or hold securities
- if you use any of our electronic services or if you provide us with your e-mail address, to have your personal financial information transmitted electronically, and to receive your initial notice of our privacy policy electronically
- to keep secure your account number and password (personal identification number, or PIN) and any devices, such as mobile phones or pagers, you use in connection with your account
- to let us monitor and/or record any phone conversations with you
- to let us verify the information you provide and obtain credit reports and other credit-related information about you at any time, such as payment and employment information, and to permit any third-party financial services provider providing services for this account to do likewise
- to resolve disputes concerning your relationship with us (other than class actions) through arbitration rather than in a court of law
- if applying for any other optional features or services, to understand and accept the terms associated with them
- To protect Fidelity against losses arising from your usage of market data and other information provided by third parties
- to understand that, whenever you invest in, or exchange into, any mutual fund, you are responsible for reading that fund's prospectus, including its description of the fund, the fund's fees and charges, and the operation of the fund
- to notify us in writing any time there is a material change in your financial circumstances or investment objectives

- to be bound by the current and future terms of this agreement, from the time you first use your account or sign your application, whichever happens first
- to pay all fees, charges, and expenses incurred on your account, according to the fee schedule in effect at the time (a current schedule is provided with this agreement); for services we perform at your request that are not covered in our current fee schedule, you agree to pay the applicable fee

Account Features

The mySmart Cash Account offers a range of integrated financial services. Certain features and services are included with your account. Additional features may be added either when you open your account or later. Features and associated fees may vary depending on your relationship with Fidelity.

Standard Features

The features below come standard with your mySmart Cash Account. For more information on these features, please visit [Fidelity.com/goto/cashmanagement](https://www.fidelity.com/goto/cashmanagement). Also, please note that each of the features offered below is subject to the approval of Fidelity Investments and/or the third-party provider of the specified service.

Fidelity may share the following pieces of information (as available): account owner name, address, phone number(s), Social Security number, date of birth, and mySmart Cash Account number with PNC Bank, NA, for the Fidelity Visa® Gold Check Card, and with Fiserv for the Fidelity BillPay® service.

Checkwriting

Unlimited, free checkwriting is available through your mySmart Cash Account. All registered owners requesting checkwriting must complete and sign a signature card. Previously completed signature cards for any other accounts in your name may not be used in conjunction with this account. Checks paid will be reported on your account statement. Note that cancelled checks are not returned to you, although check imaging may be available should you prefer to receive your statements in the mail. You can indicate your preference for check images now on the mySmart Cash Account Application or later on the Checkwriting Signature Card.

If you view your account statements online, you can click on links of cleared checks within the section for mySmart Cash Account to view an image of these checks.

Fidelity Visa® Gold Check Card (Debit/ATM)

Fidelity currently covers the annual fee for the Fidelity Visa® Gold Check Card debit card. This card is issued by PNC Bank, NA, and administered by PFPC Trust Company, neither of which is affiliated with Fidelity Investments. The Fidelity Check Card Agreement and Disclosure Statement will accompany your debit card. With this debit card, you can make withdrawals from any ATM machine displaying the Visa,® Plus,® or Star® logos or make purchases wherever Visa is accepted. All Fidelity ATM withdrawal fees will be waived. In addition, your mySmart Cash Account will be reimbursed for ATM fees charged by other institutions wherever your card is accepted. Reimbursement will be credited the same day the ATM fee is debited from your account. Use of the card and right to reimbursements are subject to Fidelity's policy on abusive and excessive use of features, explained in this agreement. Please note that there is a foreign transaction fee of 1% that is not waived, which will be included in the amount charged to your account.

Please see the Fidelity Check Card Agreement and Disclosure Statement for additional information on the use of the card. The third-party trademarks appearing herein are the property of their respective owners.

Fidelity BillPay®

Fidelity BillPay® is a free service that allows you to easily manage your bills via [Fidelity.com](https://www.fidelity.com). You can set up one-time, future-dated, and recurring payments. The "Quick Add" feature allows you to easily add many payees by simply entering a phone number. The service offers quicker payment options, including "Same Day" and "Next Day" processing for certain bills. You can also sign up to receive eBills (electronic versions of your bills), alerts, and bill reminders to inform you of upcoming bills.

Please see the separate Fidelity BillPay® Service Agreement at [Fidelity.com/goto/billpay](https://www.fidelity.com/goto/billpay) for complete details.

Statements

We will send an account statement to the address of record:

- every calendar quarter, at a minimum
- for any month when you have cash management or, possibly, trading activity

Your account statements will show all activity in your account for the stated period, including cash balances, credits, debits to your core position, and any securities transactions, as well as all fees paid directly from your account.

To receive your account statements and confirmations faster, you can arrange to have them delivered electronically instead of through the mail. This option is free, and you can switch to or from it at any time upon request.

Additional Features

Transferring Money Electronically

Options for electronically transferring cash in and out of your mySmart Cash Account include bank wires, which use the Federal Reserve wire system, and electronic funds transfer (EFT), which works like an electronic check. With this service, you may electronically transfer money from your bank or another financial institution that is a member of the Automated Clearing House. Electronic funds transfers occur only when you initiate them, and certain maximums and minimums apply. Your bank may charge a fee.

Direct Deposit

Direct deposit allows you to have all or a portion of your paycheck or other regular payment deposited electronically into your mySmart Cash Account. Direct deposit must be established at the payment initiator such as your employer. Please visit [fidelity.com/depositincome](https://www.fidelity.com/depositincome) for forms and additional information.

Accessing Your Account

There are a variety of ways in which you can access your account, place an order, get market and investment information, or contact Fidelity. Online choices include [Fidelity.com](https://www.fidelity.com), alerts, and other interactive services for computers and handheld devices. Some of these services are offered by Fidelity directly; others are offered by outside providers.

Telephone choices include Fidelity Automated Service Telephone (FAST®) as well as Fidelity's telephone representatives. Both services are generally available 24 hours a day, 7 days a week. You can also speak with a Fidelity Representative in person, during business hours, at any of our Fidelity Investor Centers around the country.

Account Policies

Account Registration

Joint Registration

With joint registration accounts, any obligations or liabilities resulting from one account owner's actions are joint and several (i.e., are the responsibility of each account owner, both individually and jointly). We may enforce this agreement against all account owners or against any owner individually. Each owner of a joint account may act as if he or she were the sole owner of the account, with no further notice or approval necessary from any joint owner. For example, a joint owner can write checks, withdraw or transfer funds, arrange for account statements to be sent only to him or her, or change the account's features and services (although no account owner may remove another's name from the account). A joint owner can also buy and sell securities.

In addition, with joint accounts, the principle of "notice to one is notice to all" applies. We are legally considered to have fulfilled an obligation to the account if we fulfill it with respect to just one account owner (e.g., sending statements or other required communications to just one account owner).

Note also that we have no obligation to question the purpose or propriety of any instruction of a joint account owner or authorized person that appears to be authentic, or to let other owners know about any changes an owner has made to the account, unless we have received written notice to the contrary, from an authorized person and in good order, at the address referenced earlier under "How to Contact Us." We do reserve the right to require, at any time, the written consent of all account owners before acting on an instruction from any account owner, but we use this right only at our own discretion and for our own protection.

Laws covering joint or community property vary by state. You are responsible for verifying that the joint registration you choose is valid in your state. You may want to consult an attorney if you have specific circumstances or questions. For joint tenants with rights of survivorship and tenants by the entirety, on the death of an account owner, the entire interest in the account generally goes to the surviving account owner(s), on the same terms and conditions. For tenants in common, a deceased account owner's interest (which equals that of the other account owner[s] unless specified otherwise) goes to that account owner's legal representative. Tenants in common are responsible for maintaining records of the percentages of ownership.

Trust Accounts

Applying for a trust account is considered to be a statement from the trustees that they are authorized, under the terms of the trust and applicable law, to open a mySmart Cash Account, make transactions, add or change any account features, and direct trading and other activities, on behalf of the trust, that their transactions will be governed by the terms and conditions of all applicable trust agreements, and that Fidelity is authorized to accept instructions from any of the trustees. Applying for a trust account is also considered to be a statement that all trustees certify that Fidelity can rely on instructions from any one trustee to represent the unanimous consent of all trustees for actions taken on this account. All trustees on the account may be required to complete and sign the Fidelity Trustee Certification Form.

Account Usage

First Use of FDIC-Insured Deposit Sweep Program

Making your first deposit into your mySmart Cash Account is your acknowledgment that you have read the full disclosure for the FDIC-

Insured Deposit Sweep Program, as defined in the "mySmart Cash Account FDIC-Insured Deposit Sweep Program Disclosures" document.

Prohibited Uses and Actions

You are strictly prohibited from using your account in conjunction with any business as a broker-dealer, trader, agent, or advisor in any type of security, commodity, future, or contract, or in any business or organization connected with individuals performing these functions. You are also prohibited from publicizing or sharing with anyone any information you obtain through your account (such as securities quotes). In addition, be aware that we may freeze your account or suspend certain privileges, features, or services at any time without notice.

Intended Use

It is expected that your mySmart Cash Account be used for holding short-term assets for spending and short-term savings purposes. As a brokerage account, it provides the opportunity to purchase a range of short-term investment vehicles that may be suitable for these purposes, including money market or other mutual funds, CDs, and fixed income instruments.

How Transactions Are Settled

Credits to Your Account

Cash that you place in your mySmart Cash Account will be held in a core position called the "FDIC-Insured Deposit Sweep" (the "Sweep"). Any new deposits or proceeds from transactions in your mySmart Cash Account are automatically credited daily into your core position. Funds held in the core position that are available on the next business day (not including bank holidays and New York Stock Exchange holidays) (the "Cash Balance") will become eligible for FDIC insurance when the Cash Balance is deposited into ("swept into") an FDIC-insured interest-bearing account (the "Program Deposit Account") at a participating bank (each a "Program Bank"). Once your Cash Balance has been swept into a Program Bank, it is referred to as your "Program Deposit." Your Program Deposit is also automatically withdrawn from ("swept out of") a Program Deposit Account back into your mySmart Cash Account as necessary. Your Program Deposit will earn interest, provided that the accrued interest for a given day is at least half a cent. For more information on the sweep program, please refer to the mySmart Cash Account FDIC-Insured Deposit Sweep Program Disclosures document.

Each check deposited is promptly credited to your account. However, the money may not be available until up to four business days later, and we may decline to honor any debit that is applied against the money before the deposited check has cleared.

If a deposited check does not clear, the deposit will be removed from your account, and you are responsible for returning any interest you received on it. Note that we can only accept checks denominated in U.S. dollars and drawn on a U.S. bank account (including a U.S. branch of a foreign bank). A check sent to Fidelity that is payable to someone other than an account owner or a division of Fidelity Investments is considered a third-party check. We do not accept third-party checks.

Debits to Your Account

All debit items are paid daily to the extent that sufficient funds are available. Note that debits for the payment of any account service fees owed to Fidelity will be given priority over other debits, such as checks or debit card transactions.

As an account owner, you are responsible for satisfying all debits on your account, including any debit balance outstanding after all assets have been removed from an account, and any costs (such as legal fees) that we incur in collecting the debit.

To help ensure the proper discharge of debits, it is our policy to turn to the following sources, in this order, when settling debits against your account:

- any money that is added to your account (such as checks, interest, or transaction proceeds) on the same day the debit is applied
- any money in your account's core position (sweep)
- any shares in a Fidelity money market fund, including any in another nonretirement account with the same registration (which you authorize us to sell for this purpose when you sign the application)
- any securities in any other account at Fidelity in which you have an interest

For more information on your Cash Balance, please refer to the mySmart Cash Account FDIC-Insured Deposit Sweep Program Disclosures document.

Resolving Unpaid Obligations or Other Obligations

If the sources listed above in "Debits to Your Account" (which are defined as your "available balance" for purposes of this agreement) are not enough to satisfy a given debit, we reserve the right to decline to honor the debit, which may result in fees (such as a returned check fee) or other consequences for you.

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

It is important to understand that we do have additional choices for resolving unsatisfied obligations. Like many other securities brokers, we reserve the right to sell or otherwise use assets in an account to discharge any obligations the account owner(s) may have to us (including unmatured and contingent obligations), and to do so without further notice or demand. For example, if you have bought securities but not paid for them, we may sell them ourselves and use the proceeds to settle the purchase.

We may also use property to satisfy an obligation, whether or not we have made advances in connection with this property. This provision extends to any property held by you or carried for any account of yours, including any credit balances, assets, and contracts, as well as shares of any mutual funds or other investment companies for which Fidelity or an affiliate provides management or administrative services.

Although Fidelity may use other methods when it determines they may be more appropriate, Fidelity reserves the right to use the provisions described in this section at any time, except in cases involving retirement accounts when these provisions would conflict with the Employee Retirement Income Security Act of 1974 (ERISA) or the Internal Revenue Code of 1986, both as amended.

Policies on Optional Features

Fidelity Visa® Gold Check Card and Fidelity BillPay® Service

These features are available with mySmart Cash Accounts that have individual or joint registrations. Some debit cards may be available for trust registrations. On joint accounts, a co-owner may apply for an additional debit card in his or her own name. As an account owner, you are responsible for all usage of these features.

Each of these features is covered by its own customer agreement, which collectively are incorporated herein by reference (are legally considered part of this agreement). The appropriate agreement will be provided to you when you apply for a feature. For each feature you choose, it is your responsibility to understand the terms of its agreement before you begin using the feature. In the case of a debit card, it is also your responsibility to advise any other card holders on your account that these agreements will apply to them.

Total debit card and Fidelity BillPay® transactions generally are limited to your available balance. Debit card purchase and transaction limits may apply and are outlined in the Fidelity Check Card Agreement and Disclosure Statement.

Note that on any account, we typically reduce your available balance at the time you make a debit card transaction, rather than waiting for the transaction to be posted to your account.

Bank Wires and Electronic Funds Transfers (EFTs)

Bank wire transfers to your bank are normally processed the same day, depending on the time received. A wire normally may be for between \$10,000 and \$999,999.

Electronic funds transfers (EFTs) are normally completed within three business days of your request. Money deposited via EFT is normally not available for withdrawal for four to six business days. An electronic funds transfer may be for between \$10 and \$100,000. For the EFT feature to be established, at least one common name must match exactly between your Fidelity and bank accounts. To send and receive EFT transactions, your bank must be a member of the Automated Clearing House (ACH) system.

For electronic fund transfers, you hereby grant us limited power of attorney for purposes of liquidating any cash in your accounts (with the right to make any necessary substitutions), and direct us to accept any orders to make payments to an authorized bank account and to fulfill these orders through the liquidation of cash in your account. You agree that the above appointments and authorizations will continue until we receive written notice of any change, although we may cease to act as agents to the above appointments on 30 days' written notice to your account's address of record. You further understand that Fidelity may notify you electronically or by phone when the EFT feature is set up or EFT transactions are initiated on your account.

Abusive and Excessive Use of Features

Fidelity reserves the right to revoke account features for usage that Fidelity, at its sole discretion, deems to be abusive or excessive. Examples of such behavior include but are not limited to:

- Performing or allowing transactions in which you or a related party receive financial benefit at the expense of Fidelity or its provider(s)
- Excessive ATM fees as a result of multiple, small withdrawals in a 24-hour period
- Allowing a person who is not a listed owner of your mySmart Cash Account to use features such as your debit card or checkwriting
- Using the mySmart Cash account in a manner other than its stated intended use

Closing Your Account

We can close your account, or terminate any optional feature, at any time, for any reason, and without prior notice. You can close your account, or terminate any optional feature, by notifying us in writing or calling us on a recorded line. We may automatically close accounts with zero balances.

Regardless of how or when your account is closed, you will remain responsible for all charges, debit items, or other transactions you initiated or authorized, whether arising before or after termination. Note that a final disbursement of assets may be delayed until any remaining issues have been resolved.

If your account has a balance of less than \$100 and no account activity has occurred for a six-month period, you authorize Fidelity to liquidate the assets in the account, send a check for all the proceeds and any other cash to your address of record and close your account.

Monitoring Your Account and Notifying Us of Errors

As an account owner, you are responsible for monitoring your account. This includes making sure that you are receiving account statements and any other expected communications. It also includes reviewing these documents to see that information about your account is accurate and contains nothing suspicious.

Note that so long as we send communications to you at the physical or electronic address of record given on the application, or to any other address given to us by an authorized person, the communications are legally presumed to have been delivered, whether you actually receive them or not. In addition, confirmations and statements are legally presumed to be accurate unless you specifically tell us otherwise.

If you have not received a communication you expected, or if you have a question or believe you have found an error in any communication from us, telephone us immediately, then follow up with written confirmation.

You agree to notify us immediately if:

- you received confirmation of an order you did not place, or any similar conflicting report
- there is any other type of discrepancy or suspicious or unexplained occurrence relating to your account
- your personal identification number (PIN) or access device is lost or stolen, or you believe someone has been using it without authorization

If any of these conditions occurs and you fail to notify us immediately, neither we nor any other Fidelity affiliate will be liable for any consequences. If you do immediately notify us, our liability is limited, as described in this agreement.

With any feature or service that is governed by a separate agreement (such as a debit card agreement), note that different policies concerning error resolution and liability may apply, as described in the separate agreement.

If, through any error, you have received property that is not rightfully yours, you agree to notify us and return the property immediately.

Complying with Applicable Laws and Regulations

In keeping with federal and state laws, and with securities industry regulations, you agree to notify us in writing if any of the following occurs (with all terms in quotes defined as being within the meaning of the Securities Act of 1933):

- if you are, or later become, an "affiliate" or employee of a stock exchange, a member firm of an exchange or the Financial Industry Regulatory Authority (FINRA), a municipal securities dealer, or Fidelity or any Fidelity "affiliate"
- if you are, or later become, an "affiliate" or "control person" with respect to any security held in your account
- if any transactions in your account regarding securities whose resale, transfer, delivery, or negotiation must be reported under state or federal laws

You also agree to:

- ensure that your account transactions comply with all applicable laws and regulations, understanding that any transaction subject to special conditions may be delayed until those conditions are met
- comply with all policies and procedures concerning "restricted" and "control" securities that we may require
- comply with any insider trading policies that may apply to you as an employee or "affiliate" of the issuer of a security

We will assume that any securities or transactions in your account are not subject to the laws and regulations regarding "restricted" and "control" securities unless you specifically tell us otherwise.

Limits to Our Responsibility

Although we strive to ensure the quality and reliability of our services, including electronic services (such as online, wireless, and automated telephone services), neither we nor any third party whose services we arrange for is responsible for the availability, accuracy, timeliness, completeness, or security of any service related to your account.

You therefore agree that we are not responsible for any losses you incur (meaning claims, damages, actions, demands, investment losses, or other losses, as well as any costs, charges, attorneys' fees, or other fees and expenses) as a result of any of the following:

- the acceptance and processing of any order placed on your account, whether received electronically or through other means, so long as the order reasonably appears to be authentic
- investment decisions or instructions placed on your account, or other such actions attributable to you or any authorized person
- occurrences related to governments or markets, such as restrictions, suspensions of trading, or high market volatility or trading volumes
- uncontrollable circumstances in the world at large, such as wars, earthquakes, power outages, or unusual weather conditions
- occurrences related to computers and communications, such as a network or systems failure, a message interception, or an instance of unauthorized access or breach of security
- with respect to electronically provided market data or other information provided by third parties, any flaw in the timing, transmission, receipt, or substance (such as any inaccuracy, error, delay, omission, or sequence error, any nonperformance, or any interruption of information), regardless of who or what has caused it to occur
- the storage and use of information about you and your account(s) by our systems and transmission of this information between you and us; these activities occur entirely at your risk
- the usage of information received by you or us through any electronic services
- telephone requests for redemptions, so long as we transmit the proceeds to you or the bank account number identified
- difficulties receiving information or accessing your account that are due to the equipment you use, including difficulties resulting from technical incompatibilities, malfunctions, inherent limitations, or interruptions in service
- any checks or other debits to your account that are not honored because the account has insufficient funds

If any service failure is determined to be our responsibility, we will be liable only for whatever benefit you would have realized up to the time by which you should have notified us, as specified earlier in "Monitoring Your Account and Notifying Us of Errors."

Indemnification

You agree to indemnify us from, and hold us harmless for, any losses (as defined in "Limits to Our Responsibility") resulting from your actions or failures to act, whether intentional or not, including losses resulting from actions taken by third parties.

If you use any third-party services or devices in connection with your account (such as Internet service or wireless devices), all service agreements and payments for these are your responsibility. Rates and terms are set by the service providers and are not Fidelity's

responsibility.

Note that beyond taking reasonable steps to verify the authenticity of instructions, we have no obligation to inquire into the purpose, wisdom, or propriety of any instruction we receive.

Terms Concerning This Agreement

Applicability

This agreement is the only agreement between you and us concerning its subject matter, and covers all accounts that you, at whatever time, open, reopen, or have opened with us. In addition, if you have already entered into any agreements concerning services or features that relate to this account (such as the usage agreement for Fidelity.com), or if you do so in the future, this agreement incorporates by reference the terms, conditions, and policies of those agreements. In the case of any conflict between this agreement and an agreement for a particular service or feature, the service or feature agreement will prevail.

Governing Laws and Policies

This agreement and its enforcement are governed by the laws of the Commonwealth of Massachusetts, except with respect to its conflicts-of-law provisions.

All transactions through Fidelity are subject to the rules and customs of the marketplace where they are executed, as well as to applicable state and federal laws. In addition, the services below are subject to the following laws and policies:

- Securities trades: any Fidelity trading policies and limitations that are in effect at the time
- Online services: the license or usage terms posted online
- Checkwriting: the applicable provisions of the Uniform Commercial Code and the terms governing the service

Modification and Enforcement

We may amend or terminate this agreement at any time. This may include changing, dropping, or adding fees and policies, changing features and services or the entities that provide them (such as the bank that provides clearing services for checkwriting), and limiting the usage or availability of any feature or service, within the limits of applicable laws and regulations. Although it is our policy to send notice to account owners of any material changes, we are not obligated to do so in most cases. Outside of changes originating in these ways, no provision of this agreement can be amended or waived except in writing by an authorized representative of Fidelity.

Fidelity may transfer its interests in this account or agreement to any of its successors and assigns, whether by merger, consolidation, or otherwise. You may not transfer your interests in your account or agreement (including de facto transferral by giving a nonowner access to the account using a PIN) except with the prior written approval of Fidelity, or through inheritance, corporate dissolution, or similar circumstance, as allowed by law, in which case any rights and obligations in existence at the time will accrue to, and be binding on, your heirs, executors, administrators, successors, or assigns.

We may enforce this agreement against any and all account owners. In addition, any securities exchanges or associations that provide information to you through your account may enforce the terms of this agreement directly against you. Although we may not always enforce certain provisions of this agreement, we retain our full right to do so at any time.

If any provision of this agreement is found to be in conflict with applicable laws, rules, or regulations, either present or future, that provision will be enforced to the maximum extent allowable, or made to conform, as the case may be. However, the remainder of this agreement will remain fully in effect.

Things to Know If You Trade or Hold Securities in Your mySmart Cash Account

Trading in your account involves risks for which you assume full responsibility

Placing orders during times when markets are volatile can be risky, particularly when you are using electronic services to access information or to place orders through your mySmart Cash Account.

A joint owner can place any order in a joint account (including removing all the assets) without the approval of the other owner(s) and without any obligation on Fidelity's part to question the action.

Commitments to and from Fidelity

When you sign the account application, you are also agreeing:

- to accept full responsibility for the content and accuracy of all authorized instructions placed on your account and for all results and consequences of these instructions; this includes all investment decisions and trading orders, and all instructions placed by you or any other person you authorize
- to understand that, whenever you invest in, or exchange into, any mutual fund, you are responsible for obtaining and reading that fund's prospectus, including its description of the fund, the fund's fees and charges, and the operation of the fund

We agree to serve as your broker and, subject to our acceptance of an authorized order, to buy, sell, or otherwise dispose of securities for you according to your instructions.

Features

Securities Trading

Because the mySmart Cash Account is a brokerage account, it allows for trading and holding of many securities that are publicly traded in the United States, such as most securities in these categories:

- stocks, including common and preferred
- bonds, including corporate, municipal, and government
- convertible securities
- mutual funds, including Fidelity funds, non-Fidelity funds, and closed-end funds such as exchange-traded funds (ETFs)
- certificates of deposit (CDs)
- unit investment trusts (UITs)

In addition, the account can be used to trade certain foreign securities (either directly or as depository receipts) and precious metals. Some investments that cannot be traded through your mySmart Cash Account are futures, commodities, and currencies.

When you place a trade, you may have a choice of order types, including market orders, limit orders, stop orders, and stop-limit orders. To find out how these different types of orders work, and for other helpful information, go to [Fidelity.com/brokerage](https://www.fidelity.com/brokerage). Margin and Option features are not allowed on the mySmart Cash Account.

Trading Confirmations

We will send a confirmation for every securities transaction in your account. The only exceptions are automatic investments, automatic withdrawals, dividend reinvestments, and transactions that involve only your core position; for these activities, your regular account statement serves in place of a confirmation.

Account Protection

Any securities that may be held in your account are protected in accordance with the Securities Investor Protection Corporation (SIPC) for up to \$500,000 (including up to \$100,000 of cash balances that have not yet been received by a Program Bank or that have been withdrawn from a Program Bank). We also provide additional coverage above these limits. Neither coverage protects against a decline in the value of your securities, nor does either coverage extend to certain securities that are considered ineligible for coverage. For more details on SIPC, or to request an SIPC brochure, visit www.sipc.org or call 202-371-8300.

Dividend Reinvestment

In addition to reinvestment of mutual fund dividends, reinvestment of dividends from eligible equities and closed-end funds is an option for most Fidelity accounts, including retirement accounts and those with margin. You can choose to have the service apply to all eligible securities in your mySmart Cash Account, or only to certain ones. You can request this feature by phone or in writing (for all securities or for individual ones).

Account Policies Regarding Trading

Account Usage

Limits on Mutual Fund Trades

Because excessive trading in mutual fund shares can be detrimental to a fund and its shareholders, we may block account owners or accounts that engage in excessive trading from making further transactions in fund shares. A block on trading fund shares may be temporary or permanent, and may apply only to certain mutual funds or to all mutual funds, including Fidelity funds.

The decision to impose a block may originate with a mutual fund company or may be made by Fidelity at the brokerage account level, if Fidelity believes such a block is warranted. To see a given fund company's definition of "excessive trading," check the fund's prospectus.

In addition, we may restrict or limit any transaction in any mutual fund or other investment company that we or an affiliate manages or advises if we believe the transaction could adversely affect the investment company or its shareholders.

Transaction Settlement Deadlines

Generally, you need to pay for all transactions or deliver all securities by 2 p.m. Eastern time on the settlement date. We reserve the right to cancel or liquidate, at your risk, any transaction not settled in a timely way.

Dividend Reinvestment

With this feature, all dividends paid by eligible securities that you designate for reinvestment are automatically reinvested in additional shares of the same security. (For purposes of the Dividend Reinvestment Program, "dividends" means cash dividends and capital gain distributions, late ex-dividend payments, and special dividend payments, but not cash-in-lieu payments.) In designating any eligible security for reinvestment, you authorize us to purchase shares of that security for your account.

To be eligible for this feature, a security must satisfy all of the following:

- be a closed-end fund, common stock, or foreign security (generally American depositary receipts [ADRs])
- be margin-eligible (as defined by NFS)
- be listed on the New York Stock Exchange or the American Stock Exchange (or one of their affiliated exchanges), or traded on the NASDAQ Stock Market
- be held in street name by NFS (or at a securities depository on its behalf)
- not be held as a short position

Dividends are reinvested on shares that satisfy all of the following:

- the security is eligible
- you own the shares on the dividend record date
- you own the shares on the dividend payable date (even if you sell them that day)
- your position in the security has been settled on or before the dividend record date
- the shares are designated for reinvestment as of 9 p.m. Eastern time on the dividend record date

Shares purchased through the Dividend Reinvestment Program will generally be placed in your account as of the dividend payable date. Note, however, that the stock price at which your reinvestment occurs is not necessarily the same as the price that is in effect on the dividend payable date. This is because we generally buy the shares of domestic companies three business days before the dividend payable date, at the market price(s) in effect at the time, in order to help ensure that we have shares on hand to place in your account on the dividend payable date. Other factors may require the purchase of the shares on a different business day, which may be before, on, or after the dividend payable date, e.g., dividends of foreign companies. Also, shares of securities that have an unusual ex-dividend date are purchased on the ex-dividend date and placed in your account on the first business day following the dividend payable date. Therefore, you may end up receiving more or fewer shares than if your dividend had been reinvested on the dividend payable date itself, particularly if there are significant changes in the market price of a security just before its dividend payable date. If several purchase transactions are necessary to reinvest your and other customers' dividends in a particular security, the price per share will be the weighted average price per share for all shares purchased. If sufficient shares are unavailable in the market to satisfy all customers' requirements for dividend reinvestment for a security, the dividend will not be reinvested.

Automatic reinvestments often involve purchase of fractional shares, calculated to three decimal places. Partial shares pay prorated dividends and can be sold if you sell your entire share position, and will be liquidated automatically in transfers and certain other situations, but otherwise typically cannot be sold.

Although for dividend reinvestments your regular account statement takes the place of a trade confirmation, you can generally obtain status information the day after the reinvestment date by contacting Fidelity.

If you transfer or reregister your account within Fidelity (for example, by changing from a Traditional IRA to a Roth IRA), you need to redesignate any securities whose dividends you want reinvested.

Wherever possible, we will buy reinvestment shares through a program offered by the Depository Trust Company (DTC) that offers a share price discount (generally up to 5%). To find out which securities are currently available through DTC, contact Fidelity. Note that the availability of any given security through this program may change without notice. Also note that DTC program transactions take longer to process: although the transactions are effective as of the dividend payable date, they are generally not posted to your account until 10 to 15 days later. If you sell your dividend-generating shares before the posting date, the dividend will not be reinvested.

Note that dividend reinvestment does not ensure a profit on your investments and does not protect against loss in declining markets.

Precious Metals

Precious metals are not covered by SIPC account protection, but are insured by the depository at market value if stored through us. When trading precious metals, note that because they can experience sudden and rapid price changes, they are risky as investments, and we cannot guarantee you an advantageous price when you trade them. If you take delivery of precious metals, delivery charges and sales and use taxes will apply.

Non-Transferable Securities

In the event that any securities in your account become non-transferable, NFS may remove them from your account without prior notice. Non-transferable securities are those where transfer agent services have not been available for six or more years. A lack of transfer agent services may be due to a number of reasons, including that the issuer of such securities may no longer be in business and may even be insolvent. NFS may remove non-transferable securities from your account pursuant to a Securities and Exchange Commission approved program that permits our custodian for these securities to no longer maintain the physical certificates representing the positions in these securities. Please note the following:

- There are no known markets for these securities.
- We are unable to deliver certificates to you representing these positions.
- These transactions will not appear on Form 1099 or any other tax reporting form.
- If the position is held in a retirement account, we will not report the removal of the position as a taxable distribution, and any reinstatement of the position will not be reported as a contribution.
- If transfer agent services become available sometime in the future, NFS will use its best efforts to have the position reinstated in your account.
- Positions removed from your account will appear on your next available account statement following such removal as an "Expired" transaction.

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

Monitoring Your Account and Notifying Us of Trading Errors

As an account owner, you are responsible for monitoring your account. This includes making sure that you are receiving transaction confirmations and any other expected communications.

You agree to notify us immediately if:

- you placed an order electronically but did not receive a reference number for it (an electronic order is not considered received until we have issued an acknowledgment)
- you received confirmation of an order you did not place, or any similar conflicting report
- there is any other type of discrepancy or suspicious or unexplained occurrence relating to your account

Trading in Volatile Markets—Understand the Risks

Volatile markets can present higher trading risks, especially when you are using electronic services to access information or place orders. Ways to manage some of these risks include:

- Consider placing limit orders instead of market orders
In certain market conditions or with certain types of securities offerings (such as IPOs and technology stocks), price changes may be significant and rapid during regular or after-hours trading. In these cases, placing a market order could result in a transaction that exceeds your available funds, meaning that Fidelity would have the right to sell other assets in your account. This is a risk especially in accounts that you cannot easily add money to, such as retirement accounts.
- Be aware that quotes, order executions, and execution reports could be delayed
During periods of heavy trading or volatility, quotes that are provided as "real time" may be stale—even if they appear not to be—and you may not receive every quote update. Security prices can change dramatically during such delays.
- When cancelling an order, be sure your original order is actually cancelled before entering a replacement order.
Don't rely on a receipt for your cancellation order: that order may have arrived too late for us to act on.
- Use other ways to access Fidelity during peak volume times
Phone or computer capacity limitations could mean delays in getting information or placing orders. If you are having problems with one method, try another. The chances of encountering these risks are higher for individuals using day-trading strategies. In part for this reason, Fidelity does not promote day-trading strategies. For more information on trading risks and how to manage them, visit [Fidelity.com](https://www.fidelity.com) or contact Fidelity.

Disclosures

Service Providers

Brokerage account services are provided by NFS, an affiliate of FBS. Bonds may be traded through NFS (which may choose to act as principal or agent) or through external dealers. Services available through this account are the property of Fidelity or the third parties from which Fidelity has obtained rights. Market data provided by national securities exchanges or associations remain the property of those entities.

Should you choose to trade bonds in your mySmart Cash Account, they may be traded through NFS (which may choose to act as principal or agent) or through external dealers.

Routing of Orders

FBS routes most customer orders to its affiliated broker/dealer, NFS, which in turn sends orders to various exchanges or market centers for execution. In deciding where to send an order, NFS looks at a number of factors, such as 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 execution cost. Some market centers may execute orders at prices superior to the publicly quoted market. Although you can instruct us to send an order to a particular marketplace, our order-routing policies are designed to result in transaction processing that is favorable for you. NFS reserves the right to wait for the primary exchange to open before commencing trading in a particular security.

Money Market Fund Investments

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 a money market fund seeks to preserve the value of your investment at \$1 per share, it is possible to lose money by investing in a money market fund.

Credit-Related Information

For the name and address of any credit reporting agency from which we or a third-party provider has obtained information about you, send a written request to us or the third-party provider, as applicable.

If you apply for a debit credit card, we may share information about you and other card applicants with card issuers, which are not affiliated with Fidelity. If you don't want a card issuer to share information about you with other entities in turn, it is your responsibility to inform the card issuer of this.

Certain Fees We Receive

Fidelity and its affiliates receive fees for providing certain products and services. Below is a partial list of affiliates and the services they are paid for:

- Fidelity Management & Research Company—fee for serving as an investment advisor to the Fidelity funds.
- Fidelity will receive a fee from banks supporting the sweep. For more information, please refer to the "Benefits to Fidelity and Others" section within "Details" of the mySmart Cash Account FDIC-Insured Deposit Sweep Program Disclosures document.
- FBS and NFS—payments or other consideration (such as financial credits or reciprocal business) for directing equity trades to particular broker/dealers or market centers for execution. In addition to sales loads and 12b-1 fees described in the prospectus, FBS or NFS receives other compensation in connection with the purchase of certain mutual fund shares and/or the ongoing maintenance of those positions in your brokerage account. This additional compensation may be paid by the mutual fund, its investment advisor, or one of its affiliates. Additional information about the source(s) and amount(s) of compensation, as well as other remuneration received by FBS or NFS will be furnished to you upon written request.

Warranty Disclaimer

Neither we 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 with respect to any services provided in connection with this account, or any information programs or products obtained from, through, or in connection with these services. In no event will we or any third party be liable for direct, indirect, incidental, or consequential damages resulting from any defect in or use of these services.

Wisconsin Marital Property Act

Married Wisconsin residents should be aware that no provision of any marital property agreement, unilateral agreement, or court decree under Wisconsin's Marital Property Act will adversely affect a creditor's interest unless, prior to the time credit is granted, the creditor is furnished a copy of, or given complete information about, that agreement or decree.

Resolving Disputes — Arbitration

This agreement contains a predispute 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.
- 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 in accordance with the rules then prevailing of the Financial Industry Regulatory Authority (FINRA) or any United States securities self-regulatory organization or United States securities exchange of which the person, entity, or entities against whom the claim is made is a member, as you may designate. If you designate the rules of a United States self-regulatory organization or United States securities exchange and those rules fail to be applied for any reason, then you shall designate the prevailing rules of any other United States securities self-regulatory organization or United States securities exchange of which the person, entity, or entities against whom the claim is made

is a member. If 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 designation of the rules of a 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, or seek to enforce any predispute 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.

Before investing, consider the funds' investment objectives, risks, charges and expenses. Contact Fidelity for a prospectus containing this information. Read it carefully.

Certain FDIC insurance coverage limits for non-retirement accounts have been temporarily increased from \$100,000 to \$250,000 until December 31, 2013 for all account categories except IRAs and other certain retirement accounts, which will remain at \$250,000 per depositor. Additional information can be found on the FDIC website.

Any fixed income security sold or redeemed prior to maturity may be subject to a substantial gain or loss. Your ability to sell a CD on the secondary market is subject to market conditions.

Fidelity, Fidelity Investments, mySmart Cash Account, Fidelity BillPay and FAST are registered service marks of FMR LLC. Third-party marks appearing herein are the property of their respective owners.



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mySmart Cash Account® FDIC-Insured Deposit Sweep Program Disclosure

Summary

This document provides important information about the FDIC-Insured Deposit Sweep Program offered in connection with the Fidelity mySmart Cash Account® (the "Account"). If you have questions or need additional information, you can call a Fidelity Representative at 800-544-6666.

How It Works

Your mySmart Cash Account utilizes a core account through which all transactions settle. Uninvested balances in your core account will be held in a core position called the "FDIC-Insured Deposit Sweep" (the "Sweep"). Cash contributed to or received in your Account is held in the core account (the "Cash Balance"). On the next business day (not including bank holidays or days on which the New York Stock Exchange is closed, such as Good Friday) after receipt, Cash Balances are automatically "swept into" an FDIC-insured interest-bearing account (a "Program Deposit Account") at one or more participating banks (each a "Program Bank"). A hierarchical list of Program Banks will be assigned to your Account (the "Program Bank List") and the first bank on your Program Bank List will be designated as your "Primary Program Bank." Cash Balances up to the Maximum Deposit Limit (as further defined below) will be swept to your Primary Program Bank. The additional Program Banks, if any, on your Program Bank List will be available to accept excess Cash Balances in the event that you reach the Maximum Deposit Limit at your Primary Program Bank, provided however, that if you have Program Deposits at each available Program Bank on your Program Bank List in an amount equal to the Maximum Deposit Limit, the remaining Cash Balances will be swept to your Primary Program Bank. Once your Cash Balance has been swept into a Program Deposit Account, it becomes eligible for FDIC insurance and is referred to as your "Program Deposit." Beginning with your Primary Program Bank, your Program Deposit is also automatically withdrawn from ("swept out of") a Program Deposit Account back into your mySmart Cash Account as necessary. In this document, the sweep process between your mySmart Cash Account and the Program Deposit Account is referred to as the "Program." The Program is only available to account owners of mySmart Cash Accounts registered in the name of individuals or trusts (but only if all the beneficiaries of that trust are natural persons).

You will be informed of the Program Bank List assigned to your Account. If you open a new Account, you will receive this information in connection with the account opening process. For more information about the method used to generate your Account's Program Bank List, please refer to the "Details" section of this document.

Program Deposit Accounts are established on behalf of you and other Fidelity customers who participate in the Program. Although Fidelity will sweep your Cash Balance into a Program Deposit Account at a Program Bank, you will only have access to your Cash Balance through your mySmart Cash Account. Please call a Fidelity Representative with questions on accessing your Cash Balance. You cannot make withdrawals from the Program Deposit Account, even if you contact the Program Bank. A full list of current Program Banks can be found on our Web site at [Fidelity.com/mySCACoreBanks](https://www.fidelity.com/mySCACoreBanks) or by calling a Fidelity Representative. Once your Account is established, you will have the ability to modify the Program Bank List assigned to your Account by opting out of one or more of the Program Banks. You may also select a different Program Bank List if one is available. To discuss either possibility, please contact a Fidelity Representative.

Fidelity has the right to limit the amount of your Cash Balance that is swept into a Program Deposit Account, or to move your Cash Balance to another Program Bank if Fidelity determines that such action is necessary to protect your funds, or in the event that a Program Bank is not able or willing to take additional deposits. Please consult the "Details" section for further important information, as such action may affect your effective rate of return as well as eligibility for FDIC insurance.

Interest Rates

You will earn interest on your Program Deposit. The rate of interest varies over time. The rate may be tiered based on the balance of your FDIC-Insured Deposit Sweep plus the value of any additional eligible accounts or assets held at Fidelity that in the future may be added for purposes of qualifying for a particular interest rate tier ("Eligible Assets").

The interest rate for each tier is based on a number of factors, including general economic and business conditions. Interest on Program Deposits will be paid by the Program Bank. Customers with higher Eligible Assets generally will receive higher interest rates on their Program Deposits than customers with lower Eligible Assets.

Fidelity offers similar programs to account owners who maintain other types of accounts ("Other Accounts"). These Other Accounts currently include Health Savings Accounts ("HSAs") and certain individual retirement accounts ("IRAs"), but this may change over time without notice to you. While the same Program Bank may participate in the Program as well as the programs for these Other Accounts, the interest rate paid by a Program Bank in connection with the Program may be different from that paid by the same Program Bank in connection with similar programs offered to account owners who maintain Other Accounts with Fidelity.

Over any given period, the interest rates on the Program Deposits may be lower than the rate of return on similar non-FDIC-insured investments or deposit accounts offered outside of the Program. To compare current rates of return between the Program Deposit in your mySmart Cash Account and similar, non-FDIC-insured cash balance options available at Fidelity, please visit [Fidelity.com/mySCACoreRates](https://www.fidelity.com/mySCACoreRates).

Interest rates, tier levels, and Eligible Assets may be changed at any time and without prior notice to you. Current interest rates and annual percentage yields (APYs) for Program Deposits and a description of any assets at Fidelity that currently qualify as Eligible Assets can be found at [Fidelity.com/mySmartCashAccount](https://www.fidelity.com/mySmartCashAccount) or by calling a Fidelity Representative at 800-544-6666. Interest on your Program Deposit accrues daily, is compounded monthly, and will be reflected on your mySmart Cash Account statement as of the last business day of each month. Your continued use of your mySmart Cash Account after Fidelity posts on its Web site any change to applicable interest rates, tier levels, and/or Eligible Assets shall constitute your consent to any such change.

Important information regarding the calculation and payment of interest on your Program Deposit, including how your Eligible Assets will be determined, can be found in the section entitled "Interest" or by calling 800-544-6666.

FDIC Insurance Coverage/SIPC Protection

Your Program Deposit, together with any non-Program deposits you may have at the same Program Bank, which include deposits arising in connection with similar programs offered to account owners who maintain Other Accounts with Fidelity, as well as savings and checking accounts, money market deposit accounts, and CDs issued directly to you by the Program Bank, are insured by the FDIC, an independent agency of the U.S. government, up to a standard maximum amount in accordance with the rules of the FDIC. The applicable FDIC insurance limit depends upon the ownership capacity in which you hold the Program Deposit, and the relevant limit will be applied to all deposits (including Program Deposits and non-Program Deposits) held in the same ownership capacity by you at the same Program Bank. Deposits held in different ownership capacities, as provided in FDIC rules, are insured separately. Subject to the discussion below regarding the temporary increase of insurance limits, single ownership accounts are insured up to \$100,000 and each co-owner's share of joint accounts is insured up to \$100,000. For retirement accounts such as IRAs, the limit is typically \$250,000. HSAs, unless they possess special features, are considered to be held in the same right and capacity as other single ownership accounts of a depositor, and are combined with such other single ownership accounts, for the purpose of applying the \$100,000 maximum limit. Special rules apply to insurance of trust deposits. **If you have both a Program Deposit and non-Program deposits at the same Program Bank held in the same right and legal capacity as your Program Deposit, you must aggregate all such deposits with your Program Deposit for purposes of determining FDIC coverage. If your total funds on deposit at a Program Bank exceed the applicable FDIC insurance limit, the FDIC will not insure your funds in excess of the limit.**

Please note that on May 20, 2009, the standard maximum deposit insurance amount was temporarily increased from \$100,000 to \$250,000 through December 31, 2013. The description of FDIC deposit insurance coverage set forth herein is based upon the coverage rules prior to this temporary increase in coverage and the rules which will apply (unless subsequently amended) upon expiration of the temporary increase. During effectiveness of the temporary increase, you should read all references to FDIC insurance limits applicable to single ownership accounts and joint accounts by substituting \$250,000 for \$100,000. There is no assurance that the temporary increase will be extended beyond December 31, 2013. The coverage maximum for IRAs before this increase was \$250,000 and it will remain unchanged unless coverage for this insurable capacity is subsequently amended.

For more information, including the coverage limits that will apply when these temporary increases lapse, please refer to the section of this document entitled "Details". For more information, visit www.fdic.gov or call 1-877-ASK-FDIC (1-877-275-3342).

Fidelity is not responsible for monitoring the amount of your Program Deposit in any Program Bank to determine whether it exceeds the limit of available FDIC insurance. You are responsible for monitoring the total amount of your assets on deposit with each Program Bank (including amounts in other accounts at the Program Bank held in the same right and legal capacity) in order to determine the extent of deposit insurance coverage available to you on those deposits, including your Program Deposit. If you are a trustee, you are responsible for determining the application of the insurance rules for you and your beneficiaries.

Any securities held in the mySmart Cash Account (as opposed to the Program Deposit) are investment products and as such: (i) are not insured by the FDIC; (ii) carry no bank or government guarantees; and (iii) have associated risks.

By investing in securities you can lose your money, including the principal amount you invested. Securities held at Fidelity (as well as funds held at Fidelity and not at a Program Bank) are covered by the Securities Investor Protection Corporation (SIPC). SIPC currently protects these funds and securities up to \$500,000, including \$100,000 for claims for cash. SIPC coverage does not cover fluctuations in the market value of your investments. Your Cash Balance is only eligible for FDIC insurance once it becomes a Program Deposit held by a Program Bank. Your Cash Balance while held by Fidelity and in transit to or from a Program Bank is not FDIC-insured but is covered by SIPC. For more information regarding FDIC insurance, please consult www.fdic.gov. For more information regarding SIPC coverage, including the SIPC brochure, please consult www.sipc.org or call 202-371-8300.

Financial Benefits to Fidelity and Others

Fidelity receives a fee from each Program Bank in connection with the Program. This fee is typically based on the average aggregate daily Program Deposits on deposit with the Program Bank. The fee paid to Fidelity may vary from Program Bank to Program Bank. The fee paid to Fidelity by such Program Bank may also be different from that paid by the same Program Bank in connection with similar programs offered to account owners who maintain Other Accounts with Fidelity. In addition, the fee paid to Fidelity by each Program Bank may vary over time and may range up to an annualized rate equivalent to 4% of the balance of all Program Deposits held at that Program Bank.

The Program administrator ("Program Administrator") (which may also be a Program Bank) receives from Fidelity a service fee, which ranges between 0.035% and 0.075% of the aggregate daily balance of all Program Deposits. This fee is compensation for technology and accounting services rendered and assistance with regulatory compliance. Fidelity may be a customer of the Program Administrator and may have other financial interactions with the Program Administrator or other Program Banks. Fidelity may in the future designate one of its affiliates as the Program Administrator or a Program Bank or both.

Details

In this Disclosure Statement, "Fidelity," "us," and "we" include Fidelity Brokerage Services LLC ("FBS") and National Financial Services LLC ("NFS"), as the context may require. "You" and "account owner" refer to the owner indicated on the account application; for any account with more than one owner or authorized person (such as a joint or trust account), "you" and "account owner" or "account owners" refer to all owners, collectively and individually.

Overview

Under the Program, the Cash Balance in your mySmart Cash Account is automatically swept into and out of an interest-bearing Program Deposit Account at one or more Program Banks with which Fidelity has contracted.

The Sweep should not be viewed as a long-term investment option. If you are interested in a long-term investment option for your Cash Balances, please consider alternatives other than the Sweep that may be better suited for such purpose.

How the Program Works

Deposits

The Cash Balance in your mySmart Cash Account will be automatically swept on the next business day after receipt (not including bank holidays or days on which the New York Stock Exchange is closed, such as Good Friday) into one or more Program Deposit Accounts established by Fidelity on behalf of you and other Fidelity customers who participate in the Program at the Program Banks.

Starting with your Account's Primary Program Bank, Fidelity will sweep Cash Balances to the Program Deposit Account at such bank until the total amount of your Program Deposit at that Program Bank is equal to the Maximum Deposit Limit. If, after this process is completed, there is a remaining Cash Balance in your Account, Fidelity will sweep those funds into the next available Program Bank on your Account's Program Bank List (as more fully described below) until the total amount of your Program Deposit at that Program Bank is equal to the Maximum Deposit Limit. This process will repeat itself until either (a) there is no remaining Cash Balance in your Account or (b) a Cash Balance remains in your Account and you have Program Deposits at each available Program Bank on your Account's Program Bank List in an amount equal to the Maximum Deposit Limit, in which case the remaining Cash Balances will be swept to your Account's Primary Program Bank. **Please note that if as a result of this process, you have Program Deposits in excess of the Maximum Deposit Limit at your Account's Primary Program Bank, it is very likely that some of those funds will not be covered by FDIC insurance.**

Maximum Deposit Limit

The Maximum Deposit Limit will at all times be equal to 98% of the then applicable standard maximum deposit insurance amount for a nonretirement single ownership deposit account. For example, if the standard maximum deposit insurance amount is \$100,000 then the Maximum Deposit Limit is \$98,000 and if this amount is \$250,000, then the Maximum Deposit Limit is \$245,000.

Withdrawals

If funds are needed to cover a debit in your Account at the end of a business day (such as to cover an ATM withdrawal or a security purchase you made in the Account), the funds will be automatically swept out of the Program Deposit Account(s) back into your Account. Funds are swept out of the Program Banks in the same order that they are swept in, starting with the Primary Program Bank (up to the amount of your Program Deposit at that bank) and then moving to the next available Program Bank on your Account's Program Bank List (as more fully described below) until either the debit is satisfied or the total amount of your Program Deposits have been swept back into your Account. Program Deposits remaining at the Program Bank(s) will not be reallocated as part of this process, so as a result, you may have less than the Maximum Deposit Limit in Program Deposits at your Account's Primary Program Bank, but still have Program Deposits equal to the Maximum Deposit Limit at other Program Banks on your Account's Program Bank List.

Interest Posting

Each month, your Account statement will reflect the interest accrued on Program Deposits at each Program Bank separately. Interest accrues daily, is compounded monthly, and posted to the Program Deposit Account on the last business day of each month. After being posted to the Program Deposit Account, interest payments are swept to your Account where they could create a Cash Balance. In the event there is a Cash Balance, it will be swept to one or more Program Banks in accordance with the deposit methodology described above.

Changes to FDIC Insurance Limits

If the standard maximum deposit insurance amount for a nonretirement single ownership deposit account increases or decreases, Fidelity will determine a new Maximum Deposit Limit as of the effective date of the change. If the standard maximum deposit insurance amount increases and you have Program Deposits at your Account's Primary Program Bank in excess of the new Maximum Deposit Limit then Fidelity will sweep these funds into the next available Program Bank on your Program Bank List (as more fully described below), until the total amount of your Program Deposits at that Program Bank are equal to the Maximum Deposit Limit. This process will repeat itself until either (a) you no longer have Program Deposits at your Account's Primary Program Bank in excess of the new Maximum Deposit Limit or (b) you have Program Deposits at each available Program Bank on your Account's Program Bank List in an amount equal to the Maximum Deposit Limit, in which case any excess Program Deposits will remain at your Account's Primary Program Bank. If the standard maximum deposit insurance amount decreases, Fidelity will redistribute all of your Program Deposits across all of the available Program Banks in your Account's Program Bank List in accordance with the deposit methodology described above. **Please note that if you have Program Deposits in excess of the Maximum Deposit Limit at your Account's Primary Program Bank, it is very likely that some of those funds will not be covered by FDIC insurance.**

No evidence of ownership of the Program Deposit Account(s), such as a passbook or certificate, will be issued to you. Instead, the Program Deposit Account will be evidenced by (1) a book entry on the account records of each Program Bank showing an omnibus Program Deposit Account as being held in the name of NFS for the benefit of you and other Fidelity customers that participate in the Program, and (2) records of your Program Deposit from time to time in the Program Deposit Account maintained by NFS as your custodian and recordkeeper for the Program Bank.

Program Bank List

Your Account will be assigned a Program Bank List that may contain one or more Program Banks. Fidelity maintains a list of Program Banks for the Program (the "Master List") from which your Account's Program Bank List will be generated. This Master List may differ from similar master lists used with Other Accounts. The hierarchy of the Program Banks on your Account's Program Bank List reflects the order in which these Program Banks will be utilized in connection with your Account. The first bank on your Account's Program Bank List will be designated as your Account's Primary Program Bank. Fidelity may from time to time generate different Program Bank Lists. As a result, the Program Bank List assigned to one Account may differ from the Program Bank List assigned to another Account.

Program Bank Status

In some circumstances, one of the following statuses may be associated with a Program Bank.

Status	Description
Pending Activation	The Program Bank has been added to the Account's Program Bank List, but it is not yet available to receive Program Deposits.
Unavailable	The Program Bank is no longer accepting additional Program Deposits, but existing Program Deposits are unaffected.
Opted out	The Account owner has elected not to utilize this Program Bank. While the Program Bank will remain on the Account's Program Bank List, the Program Bank is not available to receive Program Deposits of that Account owner. To opt out of a Program Bank, please call a Fidelity Representative.

New Accounts

The Program Bank List assigned to your Account will be determined based upon the day your Account is established, and all Accounts established that day will generally be assigned the same Program Bank List. If your Account is assigned a Program Bank List that contains only a single Program Bank, then that Program Bank will be the Primary Program Bank. **Please note that if this occurred and as a result, you have Program Deposits in excess of the Maximum Deposit Limit at your Primary Program Bank, it is very likely that some of those funds will not be covered by FDIC insurance.**

The following table depicts an example of how new Accounts will be assigned a Program Bank List based on the Master Program Bank list and the daily rotation of that list as explained above. For example, an Account opened on day 1 will receive the Program Bank List starting with "Bank A" whereas an account opened on day 3 will receive the Program Bank List starting with "Bank C."

Example:

	Day 1	Day 2	Day 3	Day 4	Day 5
Master Program Bank List	Program Bank List 1	Program Bank List 2	Program Bank List 3	Program Bank List 4	Program Bank List 1
Bank A	Bank A	Bank B	Bank C	Bank D	Bank A
Bank B	Bank B	Bank C	Bank D	Bank A	Bank B
Bank C	Bank C	Bank D	Bank A	Bank B	Bank C
Bank D	Bank D	Bank A	Bank B	Bank C	Bank D

You will receive a New Account Profile that includes the Program Bank List assigned to your Account. You will generally not be able to modify the Program Bank List assigned to your Account or select a different Program Bank List during the account-opening process. However, once your Account is established, you will have the ability to modify the Program Bank List assigned to your Account by opting out of one or more of the Program Banks. You may also select a different Program Bank List if one is available. To discuss either possibility, please contact a Fidelity Representative.

Existing Accounts

If you have an existing Account that utilizes a single Program Bank to receive your Program Deposits and your Account has not previously been assigned a Program Bank List, one will be assigned to it. The Program Bank List assigned to your Account will have a Primary Program Bank that is identical to the Program Bank currently assigned to receive your Program Deposits. The Program Bank List may also contain one or more additional Program Banks from the Master List. **Please note that if your Account is assigned a Program Bank List that contains only a single Program Bank and as a result, you have Program Deposits in excess of the Maximum Deposit Limit at your Primary Program Bank, it is very likely that some of those funds will not be covered by FDIC insurance.**

The following table depicts an example of how existing Accounts will receive a Program Bank List assignment based on the Account's existing current single Program Bank core. For example, an Account with the single Program Bank core of "Bank C" will be assigned to receive Program Bank List 3 which is derived from the Master Program Bank List on the rotation methodology described above.

Example:

Master Program Bank List	Program Bank List 1	Program Bank List 2	Program Bank List 3	Program Bank List 4
Bank A	Bank A	Bank B	Bank C	Bank D
Bank B	Bank B	Bank C	Bank D	Bank A
Bank C	Bank C	Bank D	Bank A	Bank B
Bank D	Bank D	Bank A	Bank B	Bank C

The Program Bank List assigned to your Account is available on Fidelity.com. To access the Program Bank List, you must log into your Account, navigate to the "Positions" page and then click on the "FDIC-Insured Deposit Sweep" link. The status of one or more of the Program Banks on these Program Bank Lists may be reflected as "pending" for a period of time after the Program Bank List is first assigned to your Account. If you have questions about a particular Program Bank's status, or need further information about the Program Bank List assigned to your Account, please contact a Fidelity Representative.

Changes to Program Bank Lists

Customer-Initiated Changes

Once your Account has been established, you can modify the Program Bank List assigned to your Account by calling Fidelity and “opting out” of any one or more Program Banks on your Account’s Program Bank List, provided however that you must have at least one Program Bank in your Program Bank List in order to utilize the Program. By opting out of a Program Bank, you make the Program Bank inactive and ineligible or unavailable to receive Program Deposits from your Account. A Program Bank you have opted out of will still appear on the Program Bank List assigned to your Account with a designation that indicates its status. Your decision to opt out is revocable. You can call Fidelity at any time and opt back into a Program Bank, provided that the Program Bank is still participating in the Program and accepting Program Deposits.

You can call Fidelity at any time to request a different Program Bank List, if one is available. If you elect to utilize a different Program Bank List, and you previously opted out of one or more Program Banks, those opt out elections will carry over to your Account’s new Program Bank List, provided however, that because you may not opt out of the Primary Program Bank, if the Primary Program Bank on this new Program Bank List is one that you previously opted out of and you wish to maintain that election, you must utilize a different Program Bank List with a different Primary Program Bank.

If you opt out of one or more Program Banks and you currently have Program Deposits with these Program Banks, those Program Deposits will be treated as if they were a Cash Balance in your Account and reallocated to the remaining active Program Banks on your Account’s Program Bank List in accordance with the Deposit methodology described above. Likewise, if you elect to use a different Program Bank List, all your Program Deposits will be treated as if they were a Cash Balance in your Account and reallocated to the Program Banks on this new Program Bank List in accordance with the Deposit methodology described above.

Programmatic Changes

From time to time, a Program Bank may be added to or removed from a Program Bank List. New Program Banks will be added to the end of a Program Bank List and existing Program Banks being removed will be deleted from a Program Bank List. If more than one Program Bank is added at any given time, the banks will be added to the end of a Program Bank List in alphabetical order. A Program Bank List will not be reordered as a result of either the addition or removal of a Program Bank. If a Program Bank has been removed from a Program Bank List that Program Bank will no longer be available to receive Program Deposits. If you have a Program Deposit on deposit with the removed Program Bank, Fidelity will transfer your Program Deposit from that Program Bank into the remaining Program Banks on your Account’s Program Bank List as if you had opted out of such Program Bank. In the event the Program Bank that is removed from the Program Bank List is your Primary Program Bank, then the next available Program Bank on your Account’s Program Bank List will be designated the Primary Program Bank.

Every Account must be assigned a Program Bank List with at least one available Program Bank. If the removal of a Program Bank combined with your election to opt out of one or more Program Banks results in your Account’s Program Bank List having no available Program Banks, then you direct Fidelity to (1) void your opt out election, (2) assign as your Account’s Primary Program Bank the Program Bank on your Account’s Program Bank List immediately following the Program Bank that was removed and (3) transfer your Program Deposit from the removed Program Bank into your Account’s Primary Program Bank as if you had opted out of the removed Program Bank.

In certain circumstances, a Program Bank that has been added to your Account’s Program Bank List will appear on your Account’s Program Bank List with a designation that indicates its status as “pending”. A pending Program Bank will not be available to receive Program Deposits until the pending designation is removed (generally thirty (30) days). However, you may elect to opt out of a pending Program Bank at any time in accordance with the process described above.

Fidelity may from time to time make changes in the Program that include making Program Deposit Accounts available at banks other than the current Program Banks or shifting Program Deposits between Program Banks. Fidelity has the right to limit the amount of your Cash Balance that is swept into a Program Deposit Account or to move your Cash Balance to another Program Bank if Fidelity determines that such action is necessary to protect your funds, or in the event that a Program Bank is not able or willing to take additional deposits, a Program Bank’s participation in the Program is terminated or a Program Bank’s ongoing viability may be in

question. In such case, any or all of the Cash Balance in your mySmart Cash Account may be placed into a core position other than the FDIC-Insured Deposit Sweep, such as a money market mutual fund, a free credit balance position, or other available cash investment vehicle. These alternative core positions would not be eligible for FDIC insurance but may be eligible for SIPC protection.

The new core position that Fidelity chooses for you may receive a lower effective rate of return. Fidelity will attempt to select an alternative core position for you that provides a rate of return that is equal to or better than the rate of return you were receiving on your Program Deposit. Fidelity, however, cannot guarantee any rate of return, including a return that is equal to or greater than your current return. Fidelity may also receive different and potentially greater compensation in connection with the alternative core position than was the case with your original Program Bank.

By signing the mySmart Cash Account Application, you represent that you have read this Disclosure Statement and understand and consent to Fidelity changing your core position at its discretion to a money market mutual fund, a free credit balance position, or another cash investment vehicle, if available. You agree to hold Fidelity harmless for any actions that might result from Fidelity changing your core position, including any lower or different rate of return that may be paid by the new core position that Fidelity selects for you. You also acknowledge and agree to allow Fidelity to share personal information about you, including such things as your name, Social Security number or tax identification number, address or date of birth, with certain entities that provide services to Fidelity in connection with the Program. These service providers, which include the Program Banks, will use such information solely to satisfy their own statutory or regulatory obligations, or obligations that attach to Fidelity.

You will be notified in writing if we change the Program Banks into which your Cash Balance is swept. Your continued use of your mySmart Cash Account after receiving notice of a change in one or more Program Banks will constitute your affirmative consent to Fidelity to the transfer of your Program Deposit into any Program Bank that Fidelity has disclosed to you. Because you are responsible for monitoring the total amount of your deposits at a Program Bank (including any Program Deposit held at such Program Bank and all deposits you may make at a Program Bank outside the Program), in order to determine the extent of FDIC insurance coverage available, you should carefully consider whether the change in the Program Bank has an impact on your deposit insurance coverage. Fidelity may add an affiliated bank to the list of Program Banks in the future, including making an affiliated bank the sole available Program Bank under the Program.

Statements and Confirmations

The statement for your Account will: (i) indicate your balance in your core account as well as your Program Deposit balance at each Program Bank as of the last business day of each monthly statement period; (ii) detail sweeps to and from your core account during the statement period; and (iii) reflect interest accrued on Program Deposits at each Program Bank separately. This information is provided in lieu of separate confirmations for each sweep into and from a Program Deposit Account. Transfers between your MMDA and NOW sub-accounts (each of which are further described below) will not be reflected in your mySmart Cash Account statements.

Access to Your Cash Balance

You may only access your Cash Balance through your mySmart Cash Account. You cannot access or withdraw your Program Deposit by contacting the Program Bank directly. Your Program Deposit is also subject to legal process such as a levy or a garnishment delivered to Fidelity to the same extent as if those funds were in your mySmart Cash Account.

Your Program Deposit constitutes a direct obligation of the bank to you and is not an obligation of Fidelity. Fidelity does not guarantee in any way the financial condition of the Program Banks. Under federal banking regulations, each Program Bank has the right to require seven days' prior notice before permitting a withdrawal of any Program Deposits. Your interest in a Program Deposit Account is not transferable.

Sub-accounts

Fidelity is taking certain steps outlined in this section to help Program Banks manage the reserves that the Federal Reserve Board requires them to maintain against certain types of deposit accounts. These steps are in accordance with established banking laws, regulations, and practices.

At each Program Bank, your Program Deposit will be held in two linked sub-accounts: (1) an interest-bearing transaction sub-account (commonly referred to as a Negotiable Order of Withdrawal or "NOW" sub-account), and (2) an interest-bearing savings deposit sub-account (commonly referred to as a Money Market Deposit Account or "MMDA" sub-account). Interest will accrue on the combined balance of both sub-accounts at the same rate. The Program Administrator will allocate your Program Deposit (and those of each other Fidelity customer that participates in the Program) between the NOW sub-account and the MMDA sub-account on a daily basis. You will not have an individual NOW sub-account or MMDA sub-account at the Program Bank but, rather, your Program Deposit will be aggregated with the Program Deposits of other Fidelity customers that participate in the Program. For ease of reference, however, the portion of your Program Deposit that is allocated to the NOW sub-account is referred to as "your" NOW sub-account and the portion of your Program Deposit that is allocated to the MMDA sub-account is referred to as "your" MMDA sub-account. The aggregated sub-accounts at a Program Bank are referred to as the "omnibus NOW sub-account" and the "omnibus MMDA sub-account." This will allow tracking and limitation of the number of withdrawals from your MMDA sub-account and, to the extent Fidelity elects to limit such transfers, from the omnibus MMDA sub-accounts that occur during any given statement cycle, so that the total number of either type of such withdrawals does not exceed the number permitted by law.

Under applicable Federal Reserve Board regulations, your NOW sub-account is considered to be like a "transaction account" from which an unlimited number of transfers of funds (i.e., withdrawals) may be made. While there is no limit on the number of withdrawals that may be made from your NOW sub-account, the only withdrawals that are permitted from your NOW sub-account under the Program are (1) transfers to your MMDA sub-account (to the extent funds in your NOW sub-account exceed any target balance that the Program Administrator and/or Program Bank may have established for that sub-account), and (2) transfers from the NOW sub-account back to your mySmart Cash Account (to the extent needed to pay for transactions in that account, such as checks you write).

Conversely, under Federal Reserve Board regulations, your MMDA sub-account is considered to be like a "savings account" from which generally no more than six transfers of funds may be made per statement cycle. The only type of withdrawal that is permitted directly from your MMDA sub-account under the Program is a transfer to your NOW sub-account (to fund transfers from your NOW sub-account back to your mySmart Cash Account® or to maintain any target balance that the Program Administrator and/or Program Bank may have established for your NOW sub-account) and/or transfers of the remaining balance of your MMDA sub-account on the sixth transfer from the omnibus MMDA sub-account to the omnibus NOW sub-account at a Program Bank during any given monthly statement cycle as discussed below.

Your Program Deposit will always be credited to your NOW sub-account. However, to maximize the amount of funds that may be held in your MMDA sub-account, the Program Administrator and/or the Program Bank may from time to time establish a target balance for your NOW sub-account. The Program Administrator may change or vary target balances at any time and from time to time. To the extent funds in your NOW sub-account exceed any such target balance, the excess will be transferred to your MMDA sub-account unless the maximum number of transfers from your MMDA sub-account or the omnibus MMDA sub-account at a Program Bank for that monthly statement cycle have already occurred.

The target balance in your NOW sub-account may be initially set by the Program Administrator at 100%, which would result in all funds being placed and retained in your NOW sub-account until the Program Administrator changes the target balance, resulting in use of your MMDA sub-account, as described herein, at a later time.

Sweeps of the Program Deposit into your mySmart Cash Account will be made from your NOW sub-account. If the amount to be swept exceeds the available balance in your NOW sub-account, funds from your MMDA sub-account will be transferred to your NOW sub-account (up to the full balance of available funds in your MMDA sub-account) to cover the shortfall (and to replenish any target balance that the Program Administrator and/or the Program Bank may have established for your NOW sub-account). No more than six of these transfers from your MMDA sub-account to your NOW sub-account are permitted per monthly statement cycle. If a sixth transfer is needed, it will be for the full balance of available funds in your MMDA sub-account (but not including accrued interest). In addition, Fidelity may elect to limit the number of transfers from the omnibus MMDA sub-account to the omnibus NOW sub-account at a Program Bank to six per monthly statement cycle. If this limitation is imposed and a sixth such transfer is needed, it will be for the full balance of available funds in the omnibus MMDA sub-account at that Program Bank, which would result in all funds in your MMDA sub-account at that Program Bank being transferred to your NOW sub-account and remaining there for the rest of that monthly

statement cycle. In either case, at the beginning of the next monthly statement cycle, funds in your NOW sub-account that exceed any target balance that the Program Administrator and/or Program Bank may have established for your NOW sub-account will be transferred back to your MMDA sub-account.

Transfers between your NOW and MMDA sub-accounts of the Program Deposit Account are managed automatically. **This process does not impact the interest rate earned on your Program Deposit and it does not affect the number of withdrawals you can make from your mySmart Cash Account.**

Interest

Each Program Bank that holds your Program Deposits will pay you the same rate of interest on funds in your NOW sub-account and your MMDA sub-account. The rate of interest paid by each Program Bank is variable and is tiered based in part on the value of your Eligible Assets. Fidelity determines the interest rates, tier levels, and Eligible Assets, all of which may change at any time in Fidelity's sole discretion and may be based on a number of factors, including general economic and business conditions. Customers with higher Eligible Assets generally will receive higher interest rates on their Program Deposits than customers with lower Eligible Assets. Interest on your Program Deposit will be paid by the Program Bank.

Over any given period, the interest rates on the Program Deposits may be lower than the rate of return on similar non-FDIC-insured investments or deposit accounts offered outside of the Program including deposit accounts held directly with a Program Bank. To compare current rates of return between your Program Deposit and similar, non-FDIC-insured cash balance options available at Fidelity, please visit [Fidelity.com/mySmartCashAccount](https://www.fidelity.com/mySmartCashAccount).

Fidelity offers similar programs to account owners who maintain Other Accounts. While the same Program Banks may participate in the Program as well as the programs for these Other Accounts, the interest rate paid by a Program Bank in connection with the Program may be different from that paid by the same Program Bank in connection with similar programs offered to account owners who maintain Other Accounts with Fidelity.

Accounts and assets that qualify as Eligible Assets may be found on Fidelity's Web site at [Fidelity.com/mySmartCashAccount](https://www.fidelity.com/mySmartCashAccount).

Please contact us at 800-544-6666 to find out more about how your Eligible Assets are determined and to ensure all eligible accounts are linked in your household.

Interest on your Program Deposit is accrued daily, compounded monthly, and is reflected on your mySmart Cash Account monthly statement as of the last business day of the month. Interest on your Program Deposit begins to accrue on the business day those funds are received by the Program Bank, which will typically be the first business day (excluding bank holidays or days on which the New York Stock Exchange is closed, such as Good Friday) after the day those funds are posted to your mySmart Cash Account as reflected on your statement.

The current interest rate and Annual Percentage Yield (APY) on Program Deposits will vary over time and can change daily. Current rates and APYs can be found on our Web site, [Fidelity.com](https://www.fidelity.com), or by calling 800-544-6666.

The applicable interest rates, tier levels, and Eligible Assets may be changed from time to time without notice to you. Any change in these terms will be posted at [Fidelity.com/mySmartCashAccount](https://www.fidelity.com/mySmartCashAccount). You agree to check for updates to these terms. You understand that by continuing to maintain your mySmart Cash Account without objecting to any change in terms, you are accepting any new terms and you will be legally bound by all new terms and conditions. If required by applicable law, we will provide you with prior notice of changes to these terms.

Relationship Between Fidelity, the Program Administrator, and the Program Banks

Under the Program, FBS serves as your broker, maintains your mySmart Cash Account and provides certain services to you in connection therewith. NFS acts as your agent in establishing an interest-bearing omnibus Program Deposit Account at a Program Bank, sweeping the Cash Balance in your mySmart Cash Account into the Program Deposit Account, and sweeping funds from your Program Deposit back into your mySmart Cash Account. The Program Administrator provides certain recordkeeping, technology, and consulting services to Fidelity and the Program Banks with respect to the allocation of funds between your NOW and MMDA sub-accounts as referenced in the "Sub-accounts" section of this Disclosure Statement. NFS will provide you a 1099 INT for interest earned on your Program Deposit at year-end.

Fidelity may be a customer of the Program Administrator or Program Bank and may have other financial interactions with the Program Administrator or other Program Banks. Fidelity may in the future designate one of its affiliates as the Program Administrator or a Program Bank or both.

Fees paid to Fidelity and the Program Administrator in connection with administering the Program are described below in the section entitled "Benefits to Fidelity and Others."

Benefits to Fidelity and Others

Fidelity receives a fee from each Program Bank in connection with the Program that is typically based on the average aggregate daily Program Deposits held by such Program Bank. The fee paid to Fidelity may vary from Program Bank to Program Bank and will generally increase as the aggregate amount on deposit with the Program Bank increases. Fidelity offers similar programs to account owners who maintain Other Accounts. The same Program Banks may participate in the Program as well as the programs for these Other Accounts and the fee paid to Fidelity by the same Program Bank in connection with this Program may be different from that paid in connection with similar programs for Other Accounts.

The fee paid to Fidelity by each Program Bank may vary over time and may range up to an annualized rate equivalent to 4% of the balance of all Program Deposits at that Program Bank. Fidelity may from time to time reduce or waive all or a portion of the fee the Program Bank is otherwise obligated to pay. You will receive notification of any increase in the fee above 4.0%.

The fee paid to Fidelity by each Program Bank will be calculated by multiplying the Program Deposits (or, in some cases, all or a portion of the Program Deposits held in each of the MMDA and NOW sub-accounts) at a Program Bank by a "Rate" (described below) and then subtracting from that amount the total interest paid by the Program Bank to account owners with Program Deposits at that Program Bank. The interest paid to each customer will be calculated in accordance with the description in the "Interest" section above. The total interest paid by the Program Bank will depend in part on the interest rate and the number of account owners with Program Deposits at the Program Bank, as well as the level of Program Deposit balances at the Program Bank. The Rate will vary depending on the identity of the Program Bank, but will generally be tied to the London Interbank Offered Rate ("LIBOR"), the Federal Funds Effective Rate ("FFE") or the Federal Funds Target Rate ("FFT"). Depending on the Program Bank, the Rate may be tiered based upon the level of Program Deposits and may span a spectrum of up to 0.75% above or below LIBOR, FFE, or FFT.

The Program Administrator will receive a service fee from Fidelity which ranges between 0.035% and 0.075% of the aggregate daily balance of all Program Deposits for services rendered in connection with the Program, including technology and accounting services and assistance in compliance with regulatory requirements. This fee may be negotiated periodically.

The Program Banks use Program Deposits to fund current and new lending and for investment activities. The Program Banks earn net income from the difference between the interest they pay on Program Deposits and the fees paid to Fidelity and the income they earn on loans, investments, and other assets. As noted above, the Program Banks may pay rates of interest on Program Deposits that are lower than prevailing market interest rates.

FDIC Insurance Coverage/SIPC Protection

Your Program Deposit, together with any non-Program deposits you may have at the same Program Bank, which include deposits arising in connection with similar programs offered to account owners who maintain Other Accounts with Fidelity, as well as savings and checking accounts, money market deposit accounts, and CDs issued directly to you by the Program Bank, are insured by the FDIC, an independent agency of the U.S. government, up to a standard maximum amount in accordance with the rules of the FDIC. The applicable FDIC insurance limit depends upon the ownership capacity in which you hold the Program Deposit, and the relevant limit will be applied to all deposits (including Program Deposits and non-Program Deposits) held in the same ownership capacity by you at the same Program Bank. Deposits held in different ownership capacities, as provided in FDIC rules, are insured separately. Subject to the discussion below regarding the temporary increase of insurance limits, single ownership accounts are insured up to \$100,000 and each co-owner's share of joint accounts is insured up to \$100,000. For retirement accounts such as IRAs, the limit is typically \$250,000. HSAs, unless they possess special features, are considered to be held in the same right and capacity as other single ownership accounts of a depositor, and are combined with such other single ownership accounts, for the purpose of applying

the \$100,000 maximum limit. Special rules apply to insurance of trust deposits. **If you have both a Program Deposit and non-Program deposits at the same Program Bank held in the same right and legal capacity as your Program Deposit, you must aggregate all such deposits with your Program Deposit for purposes of determining FDIC coverage. If your total funds on deposit at a Program Bank exceed the applicable FDIC insurance limit, the FDIC will not insure your funds in excess of the limit.**

Please note that on May 20, 2009, the standard maximum deposit insurance amount was temporarily increased from \$100,000 to \$250,000 through December 31, 2013. The description of FDIC deposit insurance coverage set forth herein is based upon the coverage rules prior to this temporary increase in coverage and the rules which will apply (unless subsequently amended) upon expiration of the temporary increase. During effectiveness of the temporary increase, you should read all references to FDIC insurance limits applicable to single ownership accounts and joint accounts by substituting \$250,000 for \$100,000. There is no assurance that the temporary increase will be extended beyond December 31, 2013. The coverage maximum for IRAs before this increase was \$250,000 and it will remain unchanged unless coverage for this insurable capacity is subsequently amended.

For more information, including the coverage limits that will apply when these temporary increases lapse, please visit www.fdic.gov or call 1-877-ASK-FDIC (1-877-275-3342).

Program Deposits (principal and accrued interest) at each Program Bank are eligible for FDIC insurance up to the applicable limits. **Fidelity is not responsible for monitoring the amount of your Program Deposit in any Program Bank to determine whether it exceeds the limit of available FDIC insurance. You are responsible for monitoring the total amount of your assets on deposit with each Program Bank (including amounts in other accounts at the Program Bank held in the same right and legal capacity) in order to determine the extent of deposit insurance coverage available to you on those deposits, including your Program Deposit. If you are a trustee, you are responsible for determining the application of the insurance rules for you and your beneficiaries.** If you expect to have total deposits at any Program Bank (including your Program Deposit and non-Program deposits) that exceed FDIC insurance coverage limits, you should carefully consider whether you should arrange for other investment options for amounts in excess of such coverage, in order to reduce your investment risk. Fidelity will not be responsible for any insured or uninsured portion of your Program Deposit. In the event that federal deposit insurance payments should become necessary, payments of FDIC-Insured principal plus unpaid and accrued interest will be made to you by the FDIC. There is no specific time period during which the FDIC must make insurance payments available to you and you may experience a significant delay in accessing your Program Deposits in the event that it becomes necessary for the FDIC to make such payments. You may be required to provide certain documentation to the FDIC and Fidelity before insurance payments are made.

Any securities held in your Account (as opposed to the Program Deposit) are investment products and as such: (i) are not insured by the FDIC; (ii) carry no bank or government guarantees; and (iii) have associated risks. By investing in securities you can lose your money, including the principal amount you invested. Securities held at Fidelity (as well as funds held at Fidelity and not at a Program Bank) are covered by SIPC. SIPC currently protects these funds and securities up to \$500,000, including \$100,000 for claims for cash. SIPC coverage does not cover fluctuations in the market value of your investments. Your Cash Balance is only eligible for FDIC insurance once it becomes a Program Deposit held by a Program Bank. Your Cash Balance while held by Fidelity and in transit to or from a Program Bank is not FDIC-insured but is covered by SIPC. For more information regarding FDIC insurance, please consult www.fdic.gov. For more information regarding SIPC coverage, or to request the SIPC brochure, please consult www.sipc.org or call 202-371-8300.

If Fidelity exercises its right to place your Cash Balance into a core position other than the FDIC-Insured Deposit Sweep such as a money market mutual fund, a free credit balance position, or other available cash investment vehicle, your new core position would not be eligible for FDIC insurance, but may be protected by SIPC in accordance with applicable legal requirements and limitations.



Fidelity Brokerage Services, Member NYSE, SIPC
900 Salem Street, Smithfield, RI 02917

ADDITIONAL INFORMATION

Fees

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

Note that Fidelity has customer categories as well as commission pricing categories, and that the two are not necessarily linked. Your customer category is based on your overall relationship with Fidelity (not just in the area of brokerage services) and is reflected in the level of service you receive from us. Your commission pricing category is based on your asset level and how actively you trade.

Brokerage Commissions — Which Fee Schedule Applies to You?

For trading stocks we offer three different levels of pricing, with ascending levels of discounts:

- **Bronze** Available to all account owners.
- **Silver** Available to households that meet any of these minimums at Fidelity:
 - \$50,000 or more in assets
 - \$25,000 in assets + 36 trades a year
 - 72 trades a year
- **Gold** Available to households that meet either of these minimums at Fidelity:
 - \$1 million or more in assets
 - \$25,000 in assets + 120 trades a year

Our systems are designed to automatically place you in the most advantageous pricing level. In this process, the systems generally count all eligible accounts, assets and trading activity for your household, meaning all of the accounts included in the periodic statements we provide you. For more information on these policies, including how to make sure you are getting the best pricing you qualify for, see additional information referenced under “Fee and Trading Policies.”

About our Commissions and Fees

For stock and option trades, the rows correspond to the commission pricing categories — Bronze, Silver, or Gold — and the columns correspond to the method you use to place your order.

No matter which pricing category you are in, the most economical way to place trades is online, meaning either through Fidelity.com, Fidelity Active Trader Pro,® or Fidelity Anywhere.® 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.

Fee rates other than those for stock and option trades generally are the same for all customers. In the tables for these other fees, the rows correspond to the type of security or fee.

The fees described in this document apply to the mySmart Cash Account.®

STOCKS

Bronze

Online **\$19.95 per trade** + 1½¢ a share above 1,000 shares
FAST® **\$45.00 per trade** + 4½¢ a share above 500 shares
Rep-Assisted **\$55.00 per trade** + 14¢ a share above 100 shares

Silver

Online **\$10.95 per trade** + 1½¢ a share above 2,500 shares
FAST® **\$25.00 per trade** + 2½¢ a share above 2,500 shares
Rep-Assisted **\$45.00 per trade** + 4½¢ a share above 2,500 shares

Gold

Online **\$8.00 per trade**.
FAST® **\$20.00 per trade** + 2¢ a share above 2,500 shares
Rep-Assisted **\$35.00 per trade** + 3½¢ a share above 2,500 shares

These commissions and fees apply to U.S. stocks (including short sales), exchange-traded funds (ETFs), and U.S.-traded foreign securities (ADRs, or American Depositary Receipts, and ORDs, or Ordinaries). Maximum charge: 5% of principal. For foreign stocks not traded in the U.S., add \$50 per trade.

BONDS

AUCTION PURCHASES

U.S. Treasury including TIPS

Online **No charge**
Rep-Assisted **\$19.95 per trade**

New Issues, Primary Purchases (all other fixed income securities except U.S. Treasury)

Online **No charge**
Rep-Assisted **No charge**

SECONDARY MARKET TRANSACTIONS

Concessions for all secondary bond (fixed-income) trades are listed below.

U.S. Treasury including TIPS

Online **\$0 per bond**
Rep-Assisted **\$0 per bond

All Other Bonds

*Online **\$1.00 per bond**
Rep-Assisted **\$1.00 per bond

*Online \$8.00 minimum
**Rep-assisted \$19.95 minimum

Please note a \$250 maximum applies to all trades and is reduced to a \$50 maximum for bonds maturing in one year or less.

Bond orders cannot be placed through FAST.® Orders for high-yield, mortgage-backed, and other debt securities must be placed through a representative.

The offering broker, which may be our affiliate National Financial Services (“NFS”), may separately mark up or mark down the price of the security and may realize a trading profit or loss on the transaction.

MUTUAL FUNDS

Fidelity 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.

No-Transaction-Fee Funds

Online **\$75.00 per short-term redemption**

FAST® **0.5625% of principal per short-term redemption**; minimum \$75.00, maximum \$187.50

Rep-Assisted **0.75% of principal per short-term redemption**; minimum \$100.00, maximum \$250.00

Transaction-Fee Funds

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

Load Funds

All Methods **No transaction fees**; sales charges may apply

Through FundsNetwork® your account provides access to over 4,500 mutual funds. Note that this section describes only those fees associated with your account. For any fees charged by the fund itself, including any sales charges (for load funds), redemption fees, or exchange fees, see the fund's prospectus. 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.

There are no sales charges except on load funds. Short-term redemption fees apply only to shares of no-transaction-fee funds held 180 days or less. These fees are designed to discourage trading that can be detrimental to other shareholders. If there are 15 short-term redemptions in your account in any 12-month period, during the following 12 months we will charge you a transaction fee on every purchase or exchange (including automatic investments) into any non-Fidelity fund. The short-term redemption fees and the fees triggered by 15 short-term redemptions do not apply to money market funds, shares sold through Personal Withdrawal Service, or shares that were bought with reinvested dividends. You can buy shares in a transaction-fee fund from its principal underwriter or distributor without a Fidelity transaction fee. Read a fund's prospectus carefully before you invest.

FOREIGN STOCKS

Canada

Online **\$19 CAD per trade**

Rep-Assisted **\$70 CAD per trade**

France, Germany, Belgium, Italy, Netherlands, Portugal

Online **19 EUR per trade**

Rep-Assisted **70 EUR per trade**

Hong Kong

Online **HK\$250 HKD per trade**

Rep-Assisted **HK\$600 HKD per trade**

Note: Additional fees charged in Hong Kong include:

Transaction Levy 0.004% of principal on buys and sells

Trading Fee 0.005% of principal on buys and sells

Stamp Duty 0.10% of principal on buys and sells

Japan

Online **¥3,000 JPY per trade**

Rep-Assisted **¥8,000 JPY per trade**

United Kingdom

Online **£9 GBP per trade**

Rep-Assisted **£30 GBP per trade**

Note: Additional fees charged for trades in the United Kingdom include:

PTM Levy £1 GBP on buys and sells where principal amount is >£10,000 GBP

Stamp Duty 0.50% of principal on buys only

Australia

Online **\$32 AUD per trade**

Rep-Assisted **\$70 AUD per trade**

Norway

Online **kr160 NOK per trade**

Rep-Assisted **kr400 NOK per trade**

These commissions and fees apply to securities that are traded directly on non-U.S. markets. The commissions and fees that apply to U.S.-traded foreign securities (ADRs, or American Depositary Receipts, and ORDs, or Ordinaries) are listed separately within this document.

When stocks are listed in a currency other than the local market currency, commissions are charged in the currency that the stock is listed in.

Note: There may be additional fees charged for trading in certain countries, and the list of countries and fees is subject to change without notice. These fees will display in the Other Fees section on the Trade Verification page.

Foreign Currency Exchange

A currency exchange fee (in the form of a markup or markdown on the exchange rate) will be charged based on the size of the currency conversion. See the fee schedule below.

<\$100K 1.0% of principal

\$100K–\$249K 0.75% of principal

\$250K–\$499K 0.50% of principal

\$500K–\$999K 0.25% of principal

>\$1M 0–0.20% of principal

OTHER INVESTMENTS

Commercial Paper \$50 per transaction

New Issue Certificates of Deposit (CDs) No purchase fee when purchasing directly from the issuer (but note that early redemption fees may apply); when purchasing on the secondary market, fees are same as for Government Agency bonds

Unit Investment Trusts (UITs) \$35 minimum per redemption;

no fee to purchase

Precious Metals

Buy Gross Amount	% Charged on Gross Amount	Sell Gross Amount	% Charged on Gross Amount
\$0–\$9,999	2.90%	\$0–\$49,999	2.00%
\$10,000–\$49,999	2.50%	\$50,000–\$249,999	1.00%
\$50,000–\$99,999	1.98%	\$250,000+	0.75%
\$100,000+	0.99%		

+ delivery charges and applicable taxes if you take delivery

For more information on these investments and the cost of a specific transaction, contact Fidelity at 1-800-544-6666. Minimum fee per precious metals transaction: \$44. Minimum precious metals purchase: \$2,500.

OTHER FEES

Mutual Fund Low Balance Fee \$12 per year for each noncore Fidelity fund under \$2,000; other policies described below

Send a Wire \$15 per transaction; waived for Gold-Level customers and above

Voluntary Reorganizations \$38 per transaction; waived for Gold-Level customers; applies to voluntary transactions such as exercising rights or warrants, participating in tender offers, or converting bonds or preferred stock

Checkwriting; nominal fees may apply for services such as specialty check orders

Debit Card; no card fee for Fidelity VISA® Gold Check Card. Your mySmart Cash Account will automatically be reimbursed for ATM fees charged and itemized by other institutions while using a Fidelity Visa® Gold Check Card at any ATM displaying the Visa®, Plus®, or Star® logos. The reimbursement will be credited to your mySmart Cash Account the same day the ATM fee is debited from the account.

In rare instances, ATM owners may not itemize fees, which may cause disruption of individual automatic rebates. Upon notification, we will evaluate nonreceipt of ATM fee rebates. Note: There is a foreign transaction fee of 1% that is not waived, which will be included in the amount charged to your account.

ADDITIONAL INFORMATION

The *Fidelity Visa*® Gold Check Card is issued by PNC Bank, NA, and administered by PFPC Trust Company, which are not affiliated with Fidelity.

Late Settlement \$15 per transaction; charged when a securities purchase settles one or more days late due to insufficient funds being available in your account

Transfer Limited Partnership Positions \$75 per partnership; applies only when moving a holding in an unregistered partnership to your account

Transfer and Ship Certificates \$100 per certificate; waived for Gold-Level customers; applies only to customers who have certificate shares re-registered and shipped

Manual Check \$30 (Not applicable to Fidelity Retirement Accounts)
Available at Investor Centers, manual checks out of a Fidelity account are subject to a \$10 fee (waived for Gold-level accounts)

Cashier's Check \$20 (Not applicable to Fidelity Retirement Accounts)
Available only at select Investor Centers, cashier's checks, which are purchased with funds from a Fidelity account, are subject to a \$20 fee (waived for Gold-level accounts)

Fee 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 cash balance in your mySmart Cash Account.®

Commission and Fee Waiver Eligibility

To determine your eligibility for reduced commissions or fee waivers, we group the assets and trading activity of all of 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 Insurance Company accounts, Fidelity Portfolio Advisory Service® 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 commission schedule it qualifies for, and may change your commission schedule at any time based on these reviews. We update commission schedules 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 commission and 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 commission reductions or 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, go to [Fidelity.com/goto/commissions](https://www.fidelity.com/goto/commissions) or call us at 1-800-544-6666.

Mutual Fund Low-Balance Fee

Fund positions are normally valued each year on the second Friday in November. Positions opened after September 30, or after January 1 if using regular investment plans, are not subject to the fee for that calendar year. See your Fidelity fund's prospectus for additional information.

ATM Fees

Your mySmart Cash Account will automatically be reimbursed for all ATM fees charged and itemized by other institutions while using a *Fidelity Visa*® Gold Check Card at any ATM displaying the Visa,® Plus,® or Star® logos. The reimbursement will be credited to your mySmart Cash Account the same day the ATM fee is debited from the account, so long as the ATM fee is itemized by the institution and/or ATM terminal and passed to Fidelity with the ATM transaction details.

In rare instances, ATM owners may not itemize fees, which may cause disruption of individual automatic rebates. Upon notification, we will evaluate nonreceipt of ATM fee rebates. *Note:* There is a foreign transaction fee of 1% that is not waived, which will be included in the amount charged to your account.

The *Fidelity Visa*® Gold Check Card is issued by PNC Bank, NA, and administered by PFPC Trust Company, which are not affiliated with Fidelity.

Prospectuses and Fact Sheets

Free prospectuses are available for UITs, Fidelity funds, and Fidelity 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 1-800-544-6666 or visit [Fidelity.com](https://www.fidelity.com).

Privacy Policy

Our Commitment to Privacy

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

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

The privacy policies of Fidelity Investments and the Fidelity Funds are reviewed annually. Our printed and online notices are then updated to reflect any changes.

Fidelity Investments Privacy Policy

How and Why We Obtain Personal Information

Fidelity takes great care to protect personal information about you and when we use it, we do so with respect for your privacy. We may use personal information about you to service and maintain your account; process transactions in your account; respond to inquiries from you or your representative; develop, offer, and deliver products and services; or to fulfill legal and regulatory requirements. Fidelity may collect public and non-public personal information about you from any of the following sources:

- you or your representative on applications or forms (for example, name, address, Social Security number, birth date, assets and income)
- you or your employer or plan sponsor if Fidelity provides them with recordkeeping services (for example, payroll, human resource, or benefits information)
- transactional activity in your account (for example, trading history and balances)
- other interactions with Fidelity (for example, discussions with our customer service staff or information you enter into our Web sites)
- information from consumer reporting agencies (for example, to assess your creditworthiness for margin products)
- information from other third-party data services (for example, to verify your identity and to better understand your product and service needs)
- you or your representative regarding your preferences (for example, your choice of electronic statement delivery, or the screen layout you specify if you use our Internet sites)
- other sources with your consent or with the consent of your representative (for example, from other institutions if you transfer positions into Fidelity)

How We Protect Information About You

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

At Fidelity, we restrict access to personal information to those who require it to develop, support, offer and deliver products and services to you.

How We Share Information About You With Third Parties

Fidelity does not share personal information about our customers with unaffiliated third parties for use in marketing their products and services. We may share personal information with the following entities:

- unaffiliated service providers (for example, printing and mailing companies, securities clearinghouses, marketing service providers, and other entities who may provide services at Fidelity's direction)
- government agencies, other regulatory bodies and law enforcement officials (for example, for tax purposes or for reporting suspicious transactions)
- other organizations, with your consent or as directed by your representative (for example, if you use Fidelity as a financial reference in applying for credit with another institution), or as permitted or required by law (for example, for fraud prevention)

Our service providers are obligated to keep the personal information we share with them confidential and use it only to provide services specified by Fidelity.

Based on the nature of your relationship with Fidelity, we may exchange information with other third parties as described below:

- if Fidelity provides workplace services to your employer or plan sponsor, such as payroll, human resource or benefits recordkeeping services, Fidelity may exchange any information received in connection with such services with your employer or plan sponsor or others they may authorize.
- if you conduct business with Fidelity through your investment professional, we may exchange information we collect with your investment professional or with others they may authorize.
- if you transact business through Fidelity's life insurance companies, we may validate and obtain information about you from an insurance support organization. The insurance support organization may further share your information with other insurers, as permitted by law.

How We Share Information About You Within Fidelity

We may share personal information about you with various Fidelity corporate affiliates including internal service providers which perform, for example, printing, mailing, and data processing services.

Additionally, if you interact with Fidelity directly as an individual investor (including joint account holders) or if Fidelity provides services to your employer or plan sponsor, we may exchange certain information about you with Fidelity financial services affiliates, such as our brokerage and insurance companies, for their use in marketing products and services as allowed by law.

Information collected from investment professionals' customers is not shared with Fidelity affiliates for marketing purposes, except with your consent or the consent of your investment professional and as allowed by law.

Privacy Online

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

We use firewall barriers, encryption techniques and authentication procedures, among others, to maintain the security of your online session and to protect Fidelity accounts and systems from unauthorized access. We may also place cookies and similar files on your hard drive for purposes such as security, to facilitate site navigation, and to personalize your experience on our site. Our cookies do not identify you by name as an individual or by account number.

When you visit Fidelity's Internet sites, we may collect technical and navigational information, such as computer browser type, Internet Web protocol address, pages visited, and average time spent on our Web

sites. This information may be used, for example, to alert you to software compatibility issues, or it may be analyzed to improve our Web design and functionality.

We may use third-party service providers to help us analyze certain online activities. For example, these service providers may help us measure the performance of our online advertising campaigns or analyze visitor activity on our Web sites. We may permit these service providers to use cookies and other technologies, such as Web beacons or pixel tags, to perform these services for Fidelity. We do not share personally identifiable information about our customers with these third-party service providers, and these service providers do not collect such information on our behalf.

Additional Information

If you are a former customer, these policies also apply to you; we treat your information with the same care as we do information about current customers.

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

The Fidelity Investments Privacy Policy is provided on behalf of:

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

Fidelity Funds Privacy Policy

Protecting your personal information is an important priority for the Fidelity Funds. The Funds' privacy policy is designed to support this objective.

The Funds collect non-public personal information concerning you in the following ways:

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

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

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

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

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

The Fidelity Funds Privacy Policy is provided on behalf of the Fidelity Investments family of mutual funds.

Effective July 2009
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Notices

Business Continuity Plans

Recognizing how important it is to you that we make every effort to keep the unexpected from interfering with our operations, we have developed a series of contingency and disaster recovery plans. These plans provide detailed, pretested procedures for dealing with events such as fires, power outages, evacuations, severe weather, destructive acts, and other circumstances that could disrupt business continuity.

The plans have three goals:

- to prevent events and impacts that are within our control
- to ensure the continued operation of all aspects of our business and services in any circumstances, to the extent possible
- to speed the resumption of any disrupted business activities and the recovery of any lost data as quickly as reasonably possible with minimal interruption, depending on the nature and extent of the business disruption

Based on an enterprise-wide review of financial and operational risks, we have put in place contingency and disaster recovery plans that include these major elements:

- backup and recovery technologies for all mission-critical systems
- alternate customer communications systems, including rerouting of critical hotline numbers
- alternate physical site locations and temporary housing for essential personnel
- access contingencies for technology and telecom systems
- employee preparedness training
- procedures for notifying customers in the event of a service disruption, including information on length of the disruption and instructions for contacting Fidelity, and support information

Most types of service disruptions should not affect your access to your account or your ability to withdraw available funds. However, your ability to trade securities may be affected by events beyond our control.

Our contingency and disaster recovery plans are reviewed and updated at least once a year to ensure that they allow for changes in technology, business operations, regulations, and physical facilities. This notice will be updated any time there are material changes. For a current copy of this notice, go to [Fidelity.com](https://www.fidelity.com) or contact a Fidelity Representative.

Nondiscrimination Notice

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, or age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from a public assistance program; or because the applicant has, in good faith, exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is: Securities and Exchange Commission, 450 Fifth Street NW, Washington, DC 20549.

USA Patriot Act Notice

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.



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