

# **Durable Power of Attorney**—Requirements

New York

## Important to Know

- This is a very important legal document. It gives another person control over your accounts listed in Section 2 and direct access to your money. The person will have the power to buy, sell, transfer, and dispose of any assets in the accounts you identify here, including assets you may acquire in the future. Review it carefully with a trusted legal professional before you sign it.
- Please note: ALL information and signatures must be provided at the time this form is submitted, or we may be unable to process your request. Please review the checklist below to ensure that all requirements are met.

## Important Requirements to Note:

The account owner is a resident of New York. For residents of all other states, go to <i>Fidelity.com/poa</i> to download the appropriate form.
All applicable sections are completed in their entirety.
The account owner has initialed in Section 3 to confirm that he or she has reviewed and agrees to the powers being granted to the Attorney-in-Fact.
The Attorney-in-Fact has initialed in Section 6 to confirm that he or she will not be paid for the investment management of the account(s). IMPORTANT: This request cannot be processed without this confirmation. To establish a Registered Investment Advisor relationship, please contact Fidelity Institutional Wealth Services at 800-735-3756.
The account owner has signed and dated this form within 180 days of receipt by Fidelity in the presence of two separate witnesses and a notary public. <b>Note:</b> The Attorney-in-Fact cannot also act in the capacity of a witness.
The Attorney-in-Fact's signature has also been notarized within 180 days of receipt by Fidelity.
The account owner has reviewed the laws of New York for any additional requirements.
For trust accounts: The account owner has initialed in Section 3, Optional Powers, to indicate that he or she is delegating all fiduciary powers in connection with a trust.
For Defined Contribution Retirement Plan (Keogh) accounts: Both the plan participant and Plan Administrator have signed this form. <b>Note:</b> Only a plan participant can add an Attorney-in-Fact. Do NOT use this form to add an Attorney-in-Fact for the Plan Administrator. Instead, contact a Fidelity representative for more information.



## **Durable Power of Attorney**—New York

This form should be used only by residents of New York who wish to grant or modify the power of a third party (your agent or "Attorney-in-Fact") to act on your behalf on one or more Fidelity accounts. Do NOT use this form for any custodial, business, defined benefit, investment-only (also known as non-prototype), or fiduciary accounts, ABLE accounts that have a Person with Signature Authority (PSA), or workplace retirement plans, such as a 401(k).

Type on screen or print out and fill in using CAPITAL letters and black ink. If you need more room for information or signatures, make a copy of the relevant page.

CAUTION TO THE PRINCIPAL: Your Power of Attorney is an important document. As the "principal," you give the person whom you choose (your "agent") authority to spend your money and sell or dispose of your property during your lifetime without telling you. You do not lose your authority to act even though you have given your agent similar authority.

When your agent exercises this authority, he or she must act according to any instructions you have provided or, where there are no specific instructions, in your best interest.

"Important Information for the Agent" in Section 6 of this document describes your agent's responsibilities. Your agent can act on your behalf only after signing the Power of Attorney before a notary public. You can request information from your agent at any time. If you are revoking a prior Power of Attorney (Section 5) you should provide written notice of the revocation to your prior agent(s) and to any third parties who may have acted upon it, including the financial institutions where your accounts are located.

You can revoke or terminate your Power of Attorney at any time for any reason as long as you are of sound mind. If you are no longer of sound mind, a court can remove an agent for acting improperly. Your agent cannot make health care decisions for you. You may execute a "Health Care Proxy" to do this.

The law governing Powers of Attorney is contained in the New York General Obligations Law, Article 5, Title 15. This law is available at a law library, or online through the New York State Senate or Assembly websites, www.nysenate.gov or www.nyassembly.gov.

If there is anything about this document that you do not understand, you should ask a lawyer of your own choosing to explain it to you.

## Helpful to Know

- In Sections 1–5 and 8 of this form, "You," "you," and "your" refer to the account owner. In Sections 6 and 7 of this form, "You," "you," and "your" refer to the Attorney-in-Fact. In Section 9, "you" refers to the Defined Contribution Retirement Plan Administrator or Employer, if applicable.
- Your Attorney-in-Fact (the person to whom you grant power of attorney) may have the right to take reasonable payment from your account for his or her services.

Helpful to Know continues on next page. ▶▶

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- This is a durable power of attorney (POA), meaning it remains in effect regardless of your physical or mental health—even if you become incompetent and can no longer make your own decisions or manage your own affairs. From the moment you sign this form, your Attorney-in-Fact will have the powers granted by this form until we receive written notice revoking those powers.
- For 529 plans, references to Principal shall mean Participant.
- For ABLE accounts, references to Principal shall mean the Designated Beneficiary/ Eligible Individual.
- You have the right to modify or revoke this POA. To do so, submit a new POA form or a letter of instruction (LOI). Should you be declared incompetent, you lose the option of modifying or revoking this POA.
- You must complete Sections 1–5 and 8 yourself, your Attorney-in-Fact must complete Sections 6 and 7, and your Defined Contribution Retirement Plan Administrator or Employer (if applicable) must complete Section 9.

- This form appoints an Attorney-in-Fact for one person. Joint account owners or other individuals must complete a separate form.
- If the existing account(s) have options or checkwriting, new forms must be completed to maintain the features on the account(s).
   Visit Fidelity.com/forms to obtain the necessary forms.
- Important to Note: Once your Attorneyin-Fact is added, there will be a 30-day restriction on making withdrawals that total more than \$10,000 from the account, but exceptions can be made in certain situations. Please contact a Fidelity representative for more information.

#### **ABLE Accounts**

 ABLE accounts that have a PSA cannot add an Attorney-in-Fact. If there is NOT a PSA, the Designated Beneficiary can add an Attorney-in-Fact. Do not use this form to add or change a PSA; instead, go to Fidelity.com/forms to download the ABLE Account — PSA Maintenance form.

#### 1. Account Owner

This phone number may be used if we have questions, but will not be used to update your account information.

First Name	Mide	dle Name	Last Name
Social Security or Taxpayer ID Number		Primary Phone	
·			

Form continues on next page. ▶▶

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## 2. Account(s) Included

Eligible personal investing accounts include individual and joint nonretirement accounts; trust accounts; 529 plan accounts (excluding UTMA/UGMA 529); ABLE accounts that do not have a PSA established; traditional, Roth, rollover, SEP, SIMPLE, and inherited IRAs; Defined Contribution Retirement Plan (Keogh) accounts; and Health Savings Accounts (HSAs).

check this box, we will only list the Attorney-in-Fact on the eligible accounts listed below.

that are either (1) owned by you, either individually or jointly, as evidenced by the fact that your Social Security number noted above is associated with the account or (2) a trust account where you serve as a trustee. In the case of a trust, by completing this form, you also warrant and represent that this appointment is consistent with the terms of the trust.

#### OR

ONLY these accounts: Do not list account numbers here if you checked the "ALL eligible personal investing accounts" box above.

List accounts that you want this form to apply to. To appoint a different Attorneyin-Fact for other accounts, use a copy of this form.

Account Number	Account Number	Account Number
Account Number	Account Number	Account Number

#### 3. Powers to Be Granted

Powers granted by the account owner identified in Section 1.

#### Standard Powers

By completing this form, you grant all of these powers to the Attorney-in-Fact identified in Section 6.

**REQUIRED** 



- Access accounts and place trades Buy, sell, sell short, exchange, convert, tender, or otherwise acquire or dispose of all types of securities and other investments, including the right to borrow on margin and conduct options transactions to whatever extent any account is approved for these features.
- Withdraw money Remove assets from any account by any means available for that account type and regardless of any tax consequences. Withdrawn assets may be distributed to you or to any third party, including your Attorney-in-Fact.
- Move money among accounts Make rollovers, Roth IRA conversions, IRA recharacterizations, or other transfers of assets within and between account(s).
- Modify or close accounts Modify or close any account named on this form and use your taxpayer ID to open any number or type of new accounts, including managed accounts, for your benefit. Note: For your Attorney-in-Fact to open a new account on your behalf, an updated version of this form must be provided along with the new account application.
- Engage investment managers Engage investment managers, delegate investment authority, and pay investment advisory fees.

Powers to Be Granted continues on next page. ▶▶

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- Answer for tax matters Make, execute, present, modify, and exercise any certification (including, without limitation, IRS Forms W-8 and W-9 and any substitutes for or successors to those forms) or election available or required under federal, state, local, or foreign tax law related to the account(s) or any accounts your Attorney-in-Fact may open, to the extent permitted by the applicable taxing authority.
- Change addresses Change the legal or mailing address on any account.
- Write checks Set up checkwriting and/or sign checks drawn on any account.
   Requires an additional form, signed by the Attorney-in-Fact and all account owners. Visit Fidelity.com/checkwriting to obtain the form(s). Not available for 529 Plans; ABLE, Defined Contribution Retirement Plan, or Fidelity managed accounts; or Inherited, Roth, or SIMPLE IRAs.

Exercise the aforementioned "Standard Powers" in connection

#### **Optional Powers**

The Attorney-in-Fact identified in Section 6 will only be granted these powers if you write your initials next to the appropriate option.

Account Owner Initials

Name others as beneficiaries Add, change, or remove beneficiaries (in accordance with specific account rules) and 529 College Savings Plan successor participants, provided that this does not grant the Attorney-in-Fact the authority to name him/herself as a beneficiary.

Account Owner Initials

Name others or self as beneficiary Add, change, or remove beneficiaries (in accordance with specific account rules) and 529 College Savings Plan successor participants, including the ability to self-appoint. ABLE accounts cannot grant this power.

PEQUIRED

FOR TRUST

Account Owner Initials

Account Owner Initials

Delegate fiduciary powers in connection with a trust

## 4. Duplicate Materials

ACCOUNTS.

If you would like your Attorney-in-Fact to receive copies of account statements and/or transaction confirmations, check the appropriate boxes below. All account statements and/or transaction confirmations will be sent electronically.

with such trust.

If your Attorney-in-Fact indicates in Section 6 that he or she is associated with a firm engaged in the securities business, Fidelity must also send copies of your account statements to that firm. **If you do not authorize Fidelity to send duplicate statements** to those parties, Fidelity will be unable to process this POA.

Indicate which materials should be	☐ Account statements
sent to your Attorney- in-Fact and any	☐ Transaction confirmations
securities firm with	
which he or she is affiliated.	
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Form continues on next page. ▶▶

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## 5. Remove Existing Attorneys-in-Fact

Complete this section ONLY if you want to remove one or more existing Attorney(s)-in-Fact from your account(s). If you do not want to make any changes to your existing Attorneys-in-Fact, skip to Section 6. If you are not appointing a new Attorney-in-Fact with this form, skip to Section 8, and no notary or witnesses are required.

Check only one.	☐ Remove ALL existing Attorneys-in-Fact.
	☐ Remove ONLY the following Attorney(s)-in-Fact:
	Name(s)

## 6. Add an Attorney-in-Fact

Sections 6 and 7 must be completed by the Attorney-in-Fact. In this Section 6, "You," "you," and "your" refer to the Attorney-in-Fact. Individuals who are being paid for their investment management of the account(s) are not permitted.

IMPORTANT INFORMATION FOR THE AGENT: When you accept the authority granted under this Power of Attorney, a special legal relationship is created between you and the principal. This relationship imposes on you legal responsibilities that continue until you resign or the Power of Attorney is terminated or revoked. You must:

(1) act according to any instructions from the principal, or, where there are no instructions, in the principal's best interest; (2) avoid conflicts that would impair your ability to act in the principal's best interest; (3) keep the principal's property separate and distinct from any assets you own or control, unless otherwise permitted by law; (4) keep a record of all transactions conducted for the principal or keep all receipts of payments and transactions conducted for the principal; and (5) disclose your identity as an agent whenever you act for the principal by writing or printing the principal's name and signing your own name as "agent" in either of the following manners: (Principal's Name) by (Your Signature) as Agent, or (your signature) as Agent for (Principal's Name). You may not use the principal's assets to benefit yourself or anyone else or make gifts to yourself or anyone else unless the principal has specifically granted you that authority. If you have that authority, you must act according to any instructions of the principal or, where there are no such instructions, in the principal's best interest. You may resign by giving written notice to the principal and to any co-agent, successor agent, monitor if one has been named in this document, or the principal's guardian if one has been appointed. If there is anything about this document or your responsibilities that you do not understand, you should seek legal advice.

Liability of agent: The meaning of the authority given to you is defined in New York's General Obligations Law, Article 5, Title 15. If it is found that you have violated the law or acted outside the authority granted to you in the Power of Attorney, you may be liable under the law for your violation.

Add an Attorney-in-Fact continues on next page. ▶▶

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Enter full first and last name as evidenced by	First Name	Middle Name	Last Name				
a government-issued,							
unexpired document (e.g., driver's license, passport,	Social Security or Taxpayer ID Number	Required	Date of Birth MM DD YYYY	Relationship to Owner			
permanent resident card).		SSN LITIN					
Mobile phone number	Mobile Phone	Secondary Phone					
and email are required for account security,							
transactional alerts, and delivery of other	Email						
communications.							
	related documents and commu	unications. Message and	d data rates apply; frequer	all, or text you regarding account- ncy may vary. For help with texts, reply ation at any time through your profile on			
INITIALS REQUIRED.	Attorney-in-Fact Initials	Initial here to confirm	that you will not be paid t	for			
			gement of the account(s).				
Docidontial Ad	duose (whore you liv	This is your	logal addraga yaa	d for tay reporting			
Residential Ad	dress (where you liver Street Address	ve) Triis is your	legal address use	d for tax reporting.			
	Sileet Address						
	City	State/Province	ZIP/Postal Code	Country			
				·			
Mailing Addre	Mailing Address This may be a PO box, drop box, or c/o location.						
☐ Same as residential address ▷ Default if no other information							
indicated below.							
	Mailing Address						
	City	State/Province	ZIP/Postal Code	Country			
Citizenship		·	·				
Indicate your	U.S. citizen. Do not complete the fields below. Skip to Income Source						
citizenship status.	□ Foreign citizen Information in this box must be completed.						
	Country of Citizenship						
Cl	Downson on til C	rasidant 🗆 Na		wasi dan t			
Choose one.	☐ Permanent U.S. r		onpermanent 0.5	. resident			
	☐ Nonresident of U						
Government Identification Number							
	ID Number		Country of Issuance				
Unexpired ID must include reference	ID Issuance Date MM DD YYYY	ID Expiration Date MA	1 DD YYYY				
number and photo.							
Attach copy of ID.	☐ Passport Numbe	r 🗆 Permanei	nt Resident Identi	ifier			
	☐ Other Governme						
	Other Governme	:nt-issued ID N	umber				
		Add an Atto	rney-in-Fact cont	tinues on next page. 🕨			

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Check one	= In	dustry regulations requi			ion.			
and provide	Ш	Employed $\square$	Self-em	ployed				
information.		Occupation			Employer	· Leave blank i	f self-empl	oyed.
		Employer Address						
		City		State/Province	ZIP/Posta	I Codo	Country	
		City		State/Hovince	Zii /i Osta	Code	Country	
		Retired □ N	ot emplo	yed	-			
		Source of Income Pension, in	vestments, spouse	e, etc.				
Associations								
As a person associated with a member firm, you are obligated to ceive consent from that firm. Fidelity as existing consent agreements with many firms for their employees to	or wh na tio a o pu	an immediate fa no meets the afo me and address ons and statemer consolidated sta irposes of comp	amily merorementice below. In the for this terment) we have a second to be a seco	mber resice oned emplenformation of account of the sen	ing in the oyment o (includir and any	e same criteria, <sub>l</sub> ng dupli account	house orovic cate of s you	or are the spouse whold of someone de the company's copies of confirma- or choose to have on rson's employer for
maintain accounts  with Fidelity and to	Com	npany Name						
eliver transactional a. If your firm is not	Com	npany Address						
ne of them, Fidelity will attempt to					I	I		
contact your firm's compliance office.	City				State/Province	ZIP/Postal Co	ode	Country
Affiliations								
	de bo tra	ependents, etc.), pard of directors,	living in y a 10% sh n "Affiliat	rour home areholder, e"), you n	at the sa or a poli nust provi	ame add cy-maki de the i	dress), ng off nform	rs, in-laws, and/or , is a member of the ficer of a publicly nation below. If there
		iate's Company Name	<u> </u>					Trading Symbol or CUSIP

Form continues on next page. ▶▶

Trading Symbol or CUSIP

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# 7. Attorney-in-Fact Signature and Date Named Attorney-in-Fact must sign and date this section within 180 days of receipt by Fidelity in the presence of a notary public.

In this Section 7, "You," "you," and "your" refer to the Attorney-in-Fact. By signing below, you:

- Affirm that you have read, and that you understand and agree to be bound by, the provisions of this form as well as the terms and conditions set forth in all applicable customer agreements between the Account Owner and Fidelity (collectively, the "Agreement"), including the Fidelity Brokerage Commission and Fee Schedule, as are currently in effect and as may be amended in the future, as well as any applicable state notices.
- Affirm that you are the Attorney-in-Fact named in Section 6.
- Accept appointment as Attorney-in-Fact for the owner identified in Section 1, according to all terms and conditions described in this form.
- Agree that any information given on this
   Durable Power of Attorney is subject
   to verification. You authorize Fidelity
   Brokerage Services LLC, National Financial
   Services LLC and their agents, affiliates,
   assigns, control persons, employees,
   successor custodians, officers and directors
   (collectively, "Fidelity") to act on all
   instructions given on this form, to obtain
   a credit or other financial responsibility
   report on you and upon written request, to
   provide the name and address of the credit
   reporting agency used.
- Represent and warrant that if you have not completed the section titled Associations, you are not employed by nor associated with a broker-dealer, stock exchange, exchange member firm, FINRA, a municipal

- securities dealer, or any other financial institution, nor are you the spouse or immediate family member residing in the same household of such a person.
- Represent and warrant that if you have not completed the section titled Affiliations, none of you, your spouse, nor any of your relatives living in your home are a control person or affiliate of a public company under SEC Rule 144.
- Affirm that the account owner is not deceased, has not partially or totally revoked, suspended, or terminated the authority delegated and that there is no petition pending to determine the incapacity of or to appoint a guardian for the account owner.
- Agree not to issue or relay any instructions that you believe to be inconsistent with your powers or responsibilities as Attorney-in-Fact.
- Agree to avoid conflicts that would impair your ability to act in the account owner's best interest.
- Agree to keep the account owner's property separate from any assets you own or control, unless otherwise permitted by law.
- Agree to keep a record of all receipts, payments, and transactions conducted for the account owner.
- Agree to identify yourself as Attorney-in-Fact when signing documents on behalf of the account owner, using either of these accepted forms: "[account owner name] by [your signature] as Agent," or "[your signature] as Agent for [account owner name]".

Attorney-in-Fact Signature and Date continues on next page. ▶ ▶

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- In the event that more than one Attorneyin-Fact is named, represent that you are authorized to act severally or individually, and that Fidelity may follow any of your instructions independent of all other Attorneys-in-Fact, including the delivery of assets to you personally.
- Understand that in the event of any conflict between instructions given by Attorneys-in-Fact or by an account owner and an Attorney-in-Fact, Fidelity may restrict the account until it has received joint written instructions that it finds satisfactory.
- Indemnify and hold harmless Fidelity from and against any and all losses, liabilities, claims, and costs (including reasonable attorneys' fees) resulting from transactions made in accordance with your instructions.
- Agree that Fidelity may restrict or suspend your ability to remove money from the accounts listed in Section 2.
- Affirm that the account owner executed this POA while competent to do so and was not acting under duress or undue influence.
- Agree to serve as Attorney-in-Fact, and acknowledge that this POA remains in full force and effect, until Fidelity has received what it considers to be satisfactory written notice of either the account owner's death or your removal or resignation as Attorneyin-Fact. Written notice to the account owner and to any co-agent, successor agent, or the account owner's guardian (if one has been appointed), will ordinarily constitute satisfactory notice of resignation.

- Agree to cease acting as Attorney-in-Fact if you know, or have reason to know, that your capacity to act as Attorney-in-Fact has been limited or terminated for any reason.
- Certify that you will not be paid for the investment management related to the account(s). If you are looking to establish a Registered Investment Advisor relationship, please contact Fidelity Institutional Wealth Services.

For Defined Contribution Retirement Plan (Keogh) Accounts, if the current Plan Administrator is being added as the Attorneyin-Fact:

- State that you are also the Plan Administrator or Employer responsible for the Plan for which authority is being requested on this form.
- Consent to your appointment as the Attorney-in-Fact identified in this form, understanding that:
  - As the Attorney-in-Fact, you will be granted only the powers described in this form, and will be authorized only to place orders that are permitted by the Plan.
  - As the Attorney-in-Fact, you are not authorized to establish a new Plan.
  - Fidelity Management Trust Company acts only as custodian or trustee for this Plan, and has no discretionary fiduciary authority or responsibility; the account owner, therefore, is solely responsible for determining the suitability of, and for accepting all consequences of all investments and actions taken on the account(s).

Attorney-in-Fact Signature and Date continues on next page. ▶▶

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# This durable POA shall be governed by New York law, except with respect to its conflict of laws provisions.

To help the government fight financial crimes, federal regulation requires Fidelity to obtain your name, date of birth, address, and a government-issued ID number before opening your account, and to verify the information. In certain circumstances, Fidelity may obtain and verify comparable information for any person authorized to make transactions in an account. Also, federal regulation requires Fidelity to obtain and verify the beneficial owners and control persons of legal entity customers. Requiring the disclosure of key individuals who own or control a legal entity helps law enforcement investigate and prosecute crimes. Your account may be restricted or closed if Fidelity cannot obtain and verify this information. Fidelity will not be responsible for any losses or damages (including, but not limited to, lost opportunities) that may result if your account is restricted or closed.

You acknowledge that the account(s) and this durable POA are governed by a predispute arbitration clause, which appears on the last page of the Agreement, and that you have read the predispute arbitration clause.

PRINT ATTORNEY-IN-FACT NAME	
ATTORNEY-IN-FACT SIGNATURE	DATE MM/DD/YYYY
X	X

Certificate of Acknowledgement of Notary Public Must be a U.S. Notary. Foreign notary or consular seals may NOT be substituted. State of, in the County of, subscribed and sworn to before me by the above-named Attorney-in-Fact who is personally known to me or who has produced as identification, that the foregoing statements were true and accurate and made of his/her own free act and deed, on//					
PRINT NOTARY NAME		▼ NOTARY SEAL/STAMP ▼			
NOTARY SIGNATURE	DATE MM/DD/YYYY				
X	X				
My commission expires//	-·				

Form continues on next page. ▶▶

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8. Account Owner Signature and Date Account owner must sign and date this form within 180 days of receipt at Fidelity. Only if appointing a new Attorney-in-Fact: Account Owner must sign and date this section in the presence of a notary public and two witnesses.

By signing below, you:

- Affirm that you have read, and that you understand and agree to be bound by, the provisions of this form and any applicable state notices.
- Authorize Fidelity Brokerage Services LLC, National Financial Services LLC and their agents, affiliates, assigns, control persons, employees, successor custodians, officers and directors (collectively, "Fidelity") to act on all instructions given on this form, including providing any securities firm with which your Attorney-in-Fact is affiliated with copies of any duplicate materials provided to your Attorney-in-Fact as indicated in Section 4.
- Affirm that you appoint the individual identified in Section 6 as your agent and Attorney-in-Fact, granting all powers identified in Section 3 with respect to all accounts identified in Section 2, including any powers specifically granted by you by writing your initials next to them.
- Warrant and represent that if you have delegated to your Attorney-in-Fact the authority to exercise fiduciary powers in connection with a trust in Section 3, that you are permitted as the trustee under the governing trust instrument to hire agents and delegate all authority as outlined herein.
- Ratify and confirm all instructions given by your Attorney-in-Fact to the extent permitted by this form and any applicable account agreements.
- Certify that you are the registered owner of the account(s) identified in Section 2, and that all information you provided is correct.

- Acknowledge that Fidelity has not offered you any tax or legal advice (including advice as to whether this agreement satisfies the laws of your state), and affirm that you have consulted with your attorney prior to executing this form about any aspects of this form that you did not understand.
- Acknowledge that Fidelity has no duty to, and does not, monitor the activities of your Attorney-in-Fact.
- Authorize Fidelity to send duplicate account statements and/or transaction confirmations to your Attorney-in-Fact if indicated in Section 4 and if your Attorneyin-Fact indicates in Section 6 that he or she is associated with a firm engaged in the securities business, further authorize Fidelity to send copies of your account statements and/or transaction confirmations to both the Attorney-in-Fact and the firm.
- Agree to be responsible for all costs and obligations, including trading fees and commissions, incurred in connection with the accounts identified in Section 2 by your Attorney-in-Fact, including any costs and obligations that remain unpaid at the time an Attorney-in-Fact ceases to serve in that capacity for any reason.
- Indemnify and hold Fidelity harmless from and against any and all losses, liabilities, claims, and costs (including reasonable attorney fees) that are in any way connected with your instructions or with any action or instruction of your Attorney-in-Fact, even if your Attorney-in-Fact's authorization has been terminated but Fidelity has not yet

Account Owner Signature and Date continues on next page. ▶▶

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received notice of the termination. (The indemnifications in this bullet are in addition to, and do not limit, any rights that Fidelity may have under any other agreement with you.)

- Agree that to induce any transfer agent or other third party (collectively, "Third Parties") to act, any such Third Parties receiving a duly executed copy or facsimile of this POA may act upon it, and that revocation or termination hereof shall be ineffective as to Third Parties, unless and until actual written notice of such revocation or termination shall have been received by such Third Parties.
- Affirm that you understand that your Attorney-in-Fact may be entitled to receive compensation out of your accounts for services performed.
- Agree that this form is in addition to (and in no way limits or restricts) any and all rights which Fidelity may have under any other agreement or agreements between Fidelity and you, and shall inure and continue in favor of Fidelity, its successors (by merger, consolidation, or otherwise) and assigns.
- Certify that you are not adding an individual who will be paid for his or her investment management of the account(s).

### Margin or options customers

 Acknowledge that the Attorney-in-Fact may open new option positions or close existing positions, and exercise options contracts or sell options contracts as either a covered or uncovered writer if the account is approved to trade options; however, if the Attorneyin-Fact engages in either margin or option transactions, you recognize the inherent risks involved and are fully prepared financially to undertake such risks. Accounts with multiple Attorneys-in-Fact

- Authorize each Attorney-in-Fact to act alone (severally) and without the consent of any other Attorney-in-Fact, with respect to each power granted in this form.
- Notwithstanding the previous bullet, acknowledge that Fidelity may freeze all activity on your account(s) if Fidelity receives conflicting or inconsistent instructions from your Attorneys-in-Fact, and that your accounts will remain frozen until the conflict is resolved by either a) written instructions from you, b) joint written instructions from all Attorneys-in-Fact, or c) a court order instructing Fidelity how to proceed.

For Defined Contribution Retirement Plan (Keogh) Accounts, if the current Plan Administrator is also the Account Owner:

- State that you are also the Plan Administrator or Employer responsible for the Plan for which authority is being requested on this form.
- Consent to the appointment of the Attorney-in-Fact identified in this form, understanding that:
  - The Attorney-in-Fact will be granted only the powers described in this form, and will be authorized only to place orders that are permitted by the Plan.
  - The Attorney-in-Fact is not authorized to establish a new Plan.
  - Fidelity Management Trust Company acts only as custodian or trustee for this Plan, and has no discretionary fiduciary authority or responsibility; therefore, you, as the account owner, are solely responsible for determining the suitability of, and for accepting all consequences of all investments and actions taken on the account(s).

Account Owner Signature and Date continues on next page. >>

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This durable POA shall be governed by New York law, except with respect to its conflict of laws provisions.

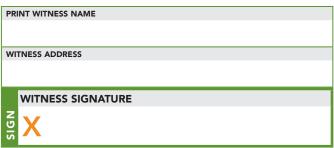
You acknowledge that the account(s) and this durable POA are governed by a predispute arbitration clause, which appears on the last page of the Agreement, and that you have read the predispute arbitration clause.



Certificate of Acknowledgement of Notary Public Must be a U.S. Notary. Foreign notary or consular seals may NOT be substituted. State of, in the County of, subscribed and sworn to before me by the above-named Account owner who is personally known to me or who has produced as identification, that the foregoing statements were true and accurate and made of his/her own free act and deed, on//				
PRINT NOTARY NAME		▼ NOTARY SEAL / STAMP ▼		
NOTARY SIGNATURE	DATE MM/DD/YYYY			
Z V	V			
N SIGN	<b>*</b>			
My commission expires//				
···, · · · · · · · · · · · · · · · · ·	•			

**SIGNATURES OF WITNESSES:** By signing as a witness, I acknowledge that the Account Owner signed the Power of Attorney in my presence and in the presence of the other witness, or that the Account Owner acknowledged to me that the Account Owner's signature was affixed by him or her or at his or her direction. I also acknowledge that the Account Owner has stated that this Power of Attorney reflects his or her wishes and that he or she has signed it voluntarily. I am not named herein as an agent or as a permissible recipient of gifts.

PRINT WITNESS NAME	PRINT V
WITNESS ADDRESS	WITNES
WITNESS SIGNATURE	WI
X	NSIGN
<u> </u>	S A



Form continues on next page. >>

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## 9. Plan Administrator/Employer Signature and Date

Required ONLY for Defined Contribution Retirement Plan (Keogh) accounts. In this Section 9, "you" refers to the Plan Administrator or Employer signing below.

By signing below, you:

- State that you are the Plan Administrator or Employer responsible for the Plan for which authority is being requested on this form.
- Consent to the appointment of the Attorney-in-Fact identified in this form, understanding that:
- The Attorney-in-Fact will be granted only the powers described in this form, and will be authorized only to place orders that are permitted by the Plan.
- The Attorney-in-Fact is not authorized to establish a new Plan.
- Fidelity Management Trust Company acts only as custodian or trustee for this Plan, and has no discretionary fiduciary authority or responsibility; the account owner, therefore, is solely responsible for determining the suitability of, and for accepting all consequences of, all investments and actions taken on the account(s).

PRINT ADMINISTRATOR/EMPLOYER NAME	
ADMINISTRATOR/EMPLOYER SIGNATURE	DATE MAKED MAKE
ADMINISTRATOR/EMPLOYER SIGNATURE	DATE MM/DD/YYYY
X X	X

Did you sign the form and attach any necessary documents? Send the ENTIRE form and any attachments to Fidelity Investments.

Questions? Go to Fidelity.com/poa or call 800-343-3548.

Regular mail Fidelity Investments PO Box 770001 Cincinnati, OH 45277-0002 Overnight mail Fidelity Investments 100 Crosby Parkway KC1K Covington, KY 41015

On this form, "Fidelity" means Fidelity Brokerage Services LLC and its affiliates. Brokerage services are provided by Fidelity Brokerage Services LLC, Member NYSE, SIPC. 596097.9.0 (06/23)

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