Fidelity Rewards+® Program Terms and Conditions

Please read the following Terms and Conditions carefully.

By participating in the Fidelity Rewards+ program for Wealth Management clients ("Rewards Program"), you acknowledge that you have read, understand and agree to the Terms and Conditions ("Program Terms"). You may not participate in the Rewards Program if you do not agree to the Program Terms.

The Program Terms govern your access and participation in the Rewards Program which is provided by Fidelity Brokerage Services LLC and its affiliates (collectively, "Fidelity," "our," "us," or "we"). The Program Terms are supplemental to and do not alter in any way the terms or conditions of any other agreement governing your relationship with Fidelity. In the event there is a conflict between the Program Terms and any other agreement with Fidelity, these Program Terms will control but only with respect to the Rewards Program.

Fidelity reserves the right to make changes to or terminate the Rewards Program and/or to modify all or any portion of the Program Terms or any policy pertaining to the Rewards Program at any time and in our sole discretion without notice to you. Continued participation in the Rewards Program will confirm your acceptance of these changes. Please visit Fidelity.com to review the most recent Program Terms. If you do not accept the most current version of the Program Terms, you must cease participation in the Rewards Program.

1) Program Description

The Rewards Program is available to Fidelity customers based on asset and product ownership eligibility criteria. There are three program tiers in the Rewards Program ("Tiers") — Gold, Platinum, and Platinum Plus. Tier eligibility is determined based on the aggregate balance of your Eligible Account(s). The Rewards Program currently includes the following benefits: Additional incremental Program Points via net purchases made using the Fidelity® Rewards Visa Signature® Card, no contract fees for online options trades, access to additional money market funds, identity theft protection through IDnotify®, a part of Experian®, and access to the Inspiring Voices event series. To receive these benefits, you must first enroll in the Rewards Program through a simple online enrollment process. For more detailed information on the Rewards Program and its benefits, including program eligibility criteria, please read the entire Program Terms below.

2) Rewards Program Eligibility

Subject at all times to Fidelity's right to alter or waive these eligibility criteria at its sole discretion, you are eligible to enroll in the Rewards Program if you have $250,000 ("Minimum Program Balance") or more held in Fidelity® Wealth Services and/or a Fidelity® Strategic Disciplines account(s) ("Eligible Accounts") registered individually in your name and Social Security number, in a joint account for which you are listed as a joint owner, or certain revocable living trusts for which you are the named trustee and the account uses your Social Security number for tax reporting purposes. Minimum Program Balance does not include accrued interest that has not been paid and unpriced securities. Please refer to

the Total Account Value amount on Fidelity.com for current amounts contributing toward your Minimum Program Balance. Assets in all other registration types, such as irrevocable trusts, revocable trusts not meeting the above stated criteria, partnerships, or LLCs will not be included when determining program eligibility. The assets in a joint account will be used to determine whether each joint account owner meets the Minimum Program Balance (e.g., in the case of a joint account with a balance of $100,000 registered in the names of Owner A and Owner B, both Owner A and Owner B will be credited with $100,000 for purposes of determining if either meets the Minimum Program Balance). You are eligible for the Gold Tier if you have $250,000-$999,999 held in Eligible Accounts; eligible for the Platinum Tier if you have $1,000,000-$1,999,999 held in Eligible Accounts; and eligible for the Platinum Plus Tier if you have $2,000,000 or more held in Eligible Accounts.

Fidelity may also allow the spouse of those individuals enrolled in the Rewards Program ("Spouse") to enroll at the same Tier available to the individual who has met the Minimum Program Balance ("Enrollee"). Spouse includes those individuals married under state law. Spouse must have a funded account with Fidelity Brokerage Services LLC registered individually in their name and Social Security number, in a joint account for which they are listed as a joint owner, or certain revocable living trusts for which they are the named trustee and the account is their Social Security number for tax reporting purposes. Please note that Fidelity will not aggregate the account balances among both the Spouse and Enrollee to determine the applicable benefits Tier. If both individuals have Eligible Accounts Balances, Fidelity will make available the highest Tier benefits earned by either individual to both individuals. Fidelity may perform periodic reviews to ensure proper benefit Tier placement for Spouse in the event the Enrollee no longer becomes eligible to participate, chooses to unenroll, or gets downgraded or upgraded. All Program Terms will apply to the Spouse if they choose to enroll in the Rewards Program. The Rewards Program is not available to non-US residents. Certain states and local jurisdictions have laws that limit or restrict public employees from accepting items of value from vendors such as Fidelity that provide services to public institutions. Some public entities such as governments, state universities, health care organizations, etc., also have internal policies that may contain similar restrictions. If you are a public official or employee, you should determine if one of these laws or internal policies applies to you. You must inform Fidelity if you believe you are ineligible to participate in the Rewards Program because of these restrictions.

The Rewards Program is not offered as a component of any advisory service or program through Fidelity, including, without limitation, Fidelity® Wealth Services and Fidelity® Strategic Disciplines.

3) Enrollment, Tier Upgrades, Tier Downgrades, Disenrollment, Re-enrollment, and Cancellation

A) Enrollment

Once you meet the Minimum Program Balance, you are eligible to enroll in the Rewards Program. You may enroll up to 30 days after you become eligible. After 30 days, you may still be eligible to enroll as long as you meet the Minimum Program Balance at the time of enrollment. You can enroll in the Rewards Program using the Fidelity.com Rewards Program enrollment page.

Once enrolled, you will participate in the Rewards Program for a period of one year ("Program Period") starting on the date you enrolled in the Rewards Program. Your Program Period will reset for a new one-year period in the event you are upgraded to a higher Tier. Please see the "Tier Upgrades" section below for additional details. To activate a Program benefit you may be required to register and take action for such benefit. Please read each benefit section below for details.

B) Tier Upgrades

If the value of your Eligible Accounts increases and you qualify for a higher Tier at any time during the Program Period, Fidelity will automatically upgrade you to the higher Tier, generally within 7 business days of first meeting the higher Tier's eligibility requirement. If upgraded, your new Program Period will begin on the date of the upgrade; and you will automatically receive access to the higher Tier of any benefit you previously registered for.

C) Tier Downgrades

You will not be downgraded to a lower Tier during the Program Period. At the end of the Program Period, Fidelity may assign you to a different Tier based on the value of your Eligible Accounts.

D) Disenrollment

At the end of the Program Period, to continue to be enrolled in the Rewards Program, you must meet the Minimum Program Balance. If you do not meet the Minimum Program Balance at the end of the Program Period, Fidelity will automatically disenroll you from the Rewards Program. You may be invited to enroll in the Rewards Program at a future date provided you meet the Minimum Program Balance and agree to the current Program Terms. You will be required to re-enroll at that time.

E) Re-enrollment

At the end of your Program Period, provided you continue to comply with the Program Terms, you will automatically be re-enrolled in the Rewards Program for another Program Period beginning on the re-enrollment date at a Tier commensurate with the value of your Eligible Accounts.

F) Cancellation

You may choose to cancel your enrollment in the Rewards Program at any time by notifying Fidelity. Upon receipt of notice, Fidelity will terminate your participation in the Rewards Program. Please note that non-affiliated third parties will provide certain benefits (described in more detail further in the Program Terms), and cancellation may vary based upon each provider's policies and procedures. For more information about how this will affect your benefits, please refer to each benefit section below.

4) Privacy

Please review Fidelity's privacy policy available at Fidelity.com. Non-affiliated third parties may provide certain benefits as part of the Rewards Program and may require you to enter into separate agreements

directly with them. As such, the privacy policy of such third parties will apply when you are dealing with them.

5) Benefits

By enrolling in the Rewards Program, you have the option of accessing some or all of the Rewards Program benefits. Some of these benefits require you to sign up or otherwise perform some additional action or activity in order to receive the benefit. If you do not register or complete the required action or activity, you will not receive the benefit.

Access to no-contract fee online options trades or waived minimum investment requirements for certain money market funds requires the establishment of a non-managed brokerage account ("Program Benefit Eligible Account"). A Program Benefit Eligible Account is one in which individual securities trading is not prohibited, including individual brokerage accounts, joint non-retirement accounts, individual retirement accounts (IRAs), and certain revocable living trusts for which you are the named trustee and the account uses your Social Security number for tax reporting purposes.

You may not be able to access these benefits using certain account types, such as a 529, ENABLE, or Health Savings Account. Note that this is not a finite list and that there are other accounts that are not considered program eligible.

Certain benefits may be provided through non-affiliated third parties ("Third Party Providers") and these Third Party Providers may require you to enter into separate agreements directly with them. Please read these carefully. These Third Party Providers are not affiliated with Fidelity and are not sponsors or co-sponsors of the Rewards Program. All Third Party Provider names, logos, and marks are used with permission and are the property of their respective owners. Third Party Providers are subject to change without notice. Third Party Providers are responsible for the quality and performance of any products or services they provide or offer and may refuse to service you as a client regardless of your enrollment in the Rewards Program. **Fidelity is in no way responsible for any aspects of the products or services offered by any Third Party Provider.**

A) Program Points via Purchases Made Using the Fidelity® Rewards Visa Signature® Card

Clients with a Fidelity® Rewards Visa Signature® Card a credit card issued by Elan Financial Services (Elan Financial Services shall be referred to as "Elan" and the credit card shall be referred to as a "Fidelity Card") who enroll in the Rewards Program may be eligible to earn additional Points (as defined in the Fidelity Card Rewards Program Rules below) on eligible net purchases using the Fidelity Card. Gold Tier clients earn an additional .25 Points, Platinum Tier clients earn an additional .50 Points, and Platinum Plus Tier clients earn an additional 1.00 Point (these additional Points are referred to as "Program Points").

If you do not have an eligible Fidelity Card, you must apply for one in order to receive Program Points. Participation in the Rewards Program does not guarantee that you will be issued a Fidelity Card. The decision to issue a Fidelity Card is made by Elan at its sole discretion independent of Fidelity whether or not you are enrolled in the Rewards Program.

Upon enrolling in the Rewards Program, Fidelity will notify Elan of your participation and your applicable Tier. You should begin to earn Program Points within 7 business days of enrolling in the Rewards Program or within 7 business days of obtaining a Fidelity Card (in the event you obtain a Fidelity Card after enrolling in the Rewards Program).

Fidelity will also notify Elan if your Tier is upgraded or downgraded. Within 7 business days of notification, Elan will adjust your Program Points earn rate. Your revised earn rate will apply beginning on the date of Elan's adjustment, regardless of the date on which your Tier was upgraded or downgraded.

Except as further described herein, Program Points have the same characteristics as Points earned using the Fidelity Card, including but not limited to earning, redemption, and forfeiture. For a complete explanation, please refer to the Fidelity® Rewards Visa Signature® Card Rewards Program Rules.

If your Points are redeemed and automatically deposited into an eligible Fidelity account, your Program Points will be handled the same way.

Any Program Points adjustments on your account (e.g., because of a merchandise return) will be calculated using the earn rate in effect at the time of the adjustment. As such, if your Tier changes between the date of the original purchase and the adjustment, the number of Program Points adjusted will differ from the original credited Program Point amount. For example, if you make a purchase on the 15th of the month and earn at a rate of .50 Program Points, are upgraded on the 15th of the following month to the next Tier, and then on the 25th of that month you return the purchase, your account will be adjusted at a 1.00 rate.

If you cancel your participation in the Rewards Program or are disenrolled, you will cease earning Program Points.

Points and Program Points will appear separately on your credit card statement. Program Points earned will appear on your monthly credit card statement in the Reward Points Summary section under Extra Fidelity (Tier) Program Points and will be reflected online in the Fidelity Manage Point History tab under Bonus Points.

Elan and Fidelity are independent entities and are not legally affiliated.

Visa and Visa Signature are registered trademarks of Visa International Service Association and are used by Elan pursuant to a license from Visa U.S.A., Inc.

B) No-Contract Fee Online Options Trades

You will receive a specific number of online options trades on which no commissions will be charged and the contract fee of $0.65 per contract waived on up to 100,000 contracts over a 12-month period. You may use these trades in your accounts in which individual securities trading is not prohibited, including non-retirement accounts (individual or joint), Fidelity IRAs (Rollover IRA, Traditional IRA, Inherited IRA, Roth IRA, SEP IRA), or certain revocable living trusts for which you are the named trustee and the account uses your Social Security number for tax reporting purposes ("Program Benefit Eligible

Account(s)"). Gold Tier clients will receive 100 of these online options trades per year, Platinum Tier clients will receive 250 of these online options trades per year, and Platinum Plus Tier clients will receive an unlimited number of these online options trades per year. All tiers are subject to the 100,000 contract limit. Note that an Options Regulatory Fee (from $0.03 to $0.05 per contract) will apply to both buy and sell transactions and that sell orders are subject to an activity assessment fee (from $0.01 to $0.03 per $1,000 of principal). All non-Fidelity regulatory fees are subject to change.
Fidelity will allocate the online options trades that you earn based on your enrollment in the Rewards Program and your tier upon your initial enrollment date and then at the end of each Program Period. These trades may be used in any Program Benefit Eligible Account. Any online options trades not used expire one year after initial allocation by Fidelity. No cash compensation will be given for any unused trades. If you are upgraded, you will receive the upgraded trade allotment and the previous trading allotment will immediately expire. No-contract fee online options trades may not be used for purposes of trading assets held in any Fidelity managed account or any account that is used to determine eligibility for the Fidelity Rewards+ program.

C) Waived Minimum Investments for Money Market Funds

You will have the option to purchase certain money market funds in your Program Benefit Eligible Account and investment minimums will be waived pursuant to your eligibility in the Rewards Program. Please see below for all funds available dependent on your benefit Tier. Note that you will be eligible to purchase funds in your current Tier and any lower Tier as well. At any time, if you are downgraded or disenrolled, you will not be able to purchase additional shares of the funds unless you satisfy applicable eligibility requirements pursuant to each fund's prospectus. You will not be required to sell existing positions in any fund.

The Gold Tier includes access to the following:
Fidelity® Government Money Market Fund – Premium Class (FZCXX); Fidelity® Money Market Fund – Premium Class (FZDXX); Fidelity® Tax-Exempt Money Market Fund – Premium Class (FZEXX); Fidelity® California AMT Tax-Free Money Market Fund (FSPXX); Fidelity® Massachusetts AMT Tax-Free Money Market Fund (FMSXX); Fidelity® New Jersey AMT Tax-Free Money Market Fund (FSJXX); Fidelity® New York AMT Tax-Free Money Market Fund (FSNXX).

The Platinum Tier includes access to Gold Tier funds, plus the following:
Fidelity® Investments Money Market, Government Portfolio – Class I (FIGXX); Fidelity® Investments Money Market, Treasury Portfolio – Class I (FISXX); Fidelity® Investments Money Market, Treasury Only – Class I (FSIXX); Fidelity® Investments Money Market, Money Market Portfolio – Class I (FMPXX); Fidelity® Investments Money Market Tax Exempt – Class I (FTCXX); Fidelity® California AMT Tax-Free Money Market Fund – Institutional Class (FSBXX); Fidelity® Massachusetts AMT Tax-Free Money Market Fund – Institutional Class (FMAXX); Fidelity® New Jersey AMT Tax-Free Money Market Fund – Institutional Class (FSKXX); Fidelity® New York AMT Tax-Free Money Market Fund – Institutional Class (FNKXX).

The Platinum Plus Tier includes access to Gold and Platinum Tier funds, plus the following:
Fidelity® Investments Money Market, Government Portfolio – Institutional Class (FRGXX); Fidelity® Investments Money Market, Treasury Portfolio – Institutional Class (FRBXX); Fidelity® Investments Money Market, Treasury Only – Institutional Class (FRSXX); Fidelity® Investments Money Market Portfolio – Institutional Class (FNSXX).

Please note that from time to time some of these funds may be closed to new investors.

D) Identity Theft Protection

As part of the Rewards Program, Fidelity will offer enrolled participants identity theft protection ("benefits") through IDnotify, a part of Experian ("IDnotify"). IDnotify provides participants a package of complimentary benefits that includes Identity Theft Insurance* for certain eligible expense reimbursement and stolen funds, access to full-service Identity Restoration Support, and a suite of additional services designed to monitor personal information.

All eligible Fidelity Rewards+ enrollees will receive the same package of benefits; the only difference being the cap on Identity Theft Insurance. Gold Tier clients will be eligible for identity theft insurance coverage with a $2 million cap, Platinum Tier clients will be covered up to $3 million, and Platinum Plus Tier clients will be subject to a $5 million cap.

Soon after enrolling in the Rewards Program, you will be covered by identity theft insurance and are eligible to use identity restoration support. In order to use any additional monitoring services, you must set up an account with IDnotify, via a link from the Fidelity Rewards+ program. As part of the account setup you must enter all of the personal data you wish to have monitored by IDnotify. Fidelity does not provide any personal information to IDnotify. You must enter any personal information you wish to have monitored by IDnotify in order to establish an IDnotify account, including any information related to your Fidelity or non-Fidelity accounts. The benefit and service support is provided through IDnotify and not Fidelity. As a result, any insurance claims, inquiries or other customer support regarding Identity Theft Insurance, Identity Restoration Support, or any additional monitoring services, must be made directly to IDnotify.

In the event that you had an account with IDnotify prior to enrolling in the Rewards Program, that account will remain active and is not impacted by enrollment in the Rewards Program. When you enroll in the Rewards Program, you will be covered by Rewards Program benefits of Identity Theft Insurance and Identity Restoration Support from IDnotify. However, you must create a new account with IDnotify via the Rewards Program in order to receive the complimentary additional services to monitor personal information. If you wish to cancel your prior paid account, you must contact IDnotify. In the event you are disenrolled from the Rewards Program, your benefits through the Rewards Program will no longer be available, although you may purchase services directly from IDnotify.

Experian and Fidelity Investments are independent entities and are not legally affiliated.

**Identity Theft Insurance is provided by Assurant. Reimbursement is underwritten by Interstate Fire & Casualty Company. This benefit is underwritten pursuant to an identity theft fraud blanket or group policy issued to CSIdentity Corporation, a Delaware Corporation. Coverage is subject to the conditions*

and exclusions in the Terms and Conditions in all states. Coverage is provided to residents of the United States and U.S. territories and possessions.

E) Inspiring Voices **Event Series**

As part of the Rewards Program, Fidelity will offer enrolled participants access to a periodic event series with third-party speakers. All eligible Fidelity Rewards+ enrollees have access to events.

6) Other Important Information

A) Incorporation of Existing Terms

The Fidelity.com Terms of Use, as well as any Fidelity account customer agreement you may have agreed to, are incorporated into the Program Terms for purposes of governing law, enforcement rights, and dispute resolution.

B) Governing Law

The Program Terms and their enforcement are governed by the laws of the Commonwealth of Massachusetts, without regard to conflicts of law, and shall inure to the benefit of Fidelity's successors and assigns, whether by merger, consolidation, or otherwise. This provision may not apply to participants in certain employer-sponsored workplace savings plans.

C) Disclaimer of Liability

FIDELITY WILL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, DIRECT, OR INDIRECT DAMAGES RELATED TO YOUR PARTICIPATION IN THE REWARDS PROGRAM.

FIDELITY WILL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY LOSS RESULTING FROM A CAUSE OVER WHICH FIDELITY DOES NOT HAVE DIRECT CONTROL. THIS INCLUDES FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATIONS LINES (INCLUDING TELEPHONE, CABLE, AND INTERNET), UNAUTHORIZED ACCESS, VIRUSES, THEFT, OPERATOR ERRORS, SEVERE OR EXTRAORDINARY WEATHER (INCLUDING FLOOD, EARTHQUAKE, OR OTHER ACT OF GOD), FIRE, WAR, INSURRECTION, TERRORIST ACT, RIOT, LABOR DISPUTE AND OTHER LABOR PROBLEMS, ACCIDENT, EMERGENCY, OR ACTION OF GOVERNMENT.

IF YOU LIVE IN A STATE THAT DOES NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SOME OR ALL OF THESE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

D) Indemnification

As a condition of your participation in the Rewards Program, you agree to indemnify and hold Fidelity and its service providers harmless from and against any and all claims, losses, liability, costs, and expenses (including but not limited to attorneys' fees) arising from your participation in the Rewards Program, or from your violation of the Program Terms.

E) Severability

If a court of competent jurisdiction deems any Program Term provision unenforceable, that provision will be enforced to the maximum extent permissible, and the remaining provisions will remain in full force and effect.

F) Class Action Waiver

TO THE EXTENT PERMITTED BY APPLICABLE LAW, FOR ANY MATTERS NOT SUBMITTED TO ARBITRATION, YOU AND FIDELITY HEREBY AGREE THAT ANY LITIGATION ARISING OUT OF THIS AGREEMENT, RELATING TO THE REWARDS PROGRAM, OR ANY OTHER DISPUTE OR CONTROVERSY BETWEEN YOU AND FIDELITY WILL PROCEED ON AN INDIVIDUAL BASIS AND WILL NOT PROCEED AS PART OF A CLASS ACTION AND THAT YOU AND FIDELITY HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY WAIVE ANY RIGHT TO PROCEED IN A CLASS ACTION OR TO SERVE AS A CLASS REPRESENTATIVE.

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