

New Fidelity Account® — SIMPLE IRA

Use this application to open a SIMPLE IRA. Do NOT use this form for Traditional, Rollover, Roth, SEP or Inherited IRAs, or to open a SIMPLE IRA for a minor or a ward. Type on screen or print out and fill in using CAPITAL letters and black ink. If you need more room for information or signatures, use a copy of the relevant page.

1. Account Owner

SSN/TIN must be account owner's, not employer's.

First Name	M.I.	Last Name	Social Security or Taxpayer ID Number
Date of Birth MM DD YYYY		Email	
Evening Phone	Daytime Phone	Extension	

Legal/Residential Address

Provide the address used for tax reporting. Cannot be a P.O. Box, mail drop, or c/o.

Address		
City	State	ZIP

Mailing Address

Same as legal / residential address *▷ Default if no other information is indicated below.*

Address		
City	State	ZIP

Citizenship

U.S. Citizens

U.S. citizen and tax resident *▷ Skip to "Employment."*

Foreign Citizens ONLY: Residency, Citizenship, and Government Identification

If you are NOT a U.S. citizen, check one and provide information.

Permanent U.S. resident Non-permanent U.S. resident Nonresident of U.S.

Country of Citizenship	Country of Tax Residency
City, State/Province, and Country of Birth	

Check one and attach copy of government ID showing number and photo.

DHS Permanent Resident Card Employment Authorization Document Passport with U.S. visa
 U.S. driver's license Foreign national identity document Passport without U.S. visa

ID Number	Country of Issuance, if Not U.S.	State, if Driver's License
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Employment

Check one and provide information. Industry regulations require us to ask for this information.

Employed: Self-employed:

Ask employer for this number (required to set up your account).

Occupation	Employer <i>Leave blank if self-employed.</i>		
Employer Taxpayer I.D. Number <i>NOT an SSN</i>	Employer Address		
City	State/Province	ZIP/Postal Code	Country

Account Owner continues on next page. *▶▶*



Associations and Corporate Control Status

Fidelity is required by industry regulations to determine if you or someone in your household is associated with a financial services company or is a control person of a corporation. If not, skip to "Investment Objective."

- If you check this box, attach compliance officer's letter of approval ("407 letter"). If your association is with your employer, we must let them know that you have applied for this account. Having an account at a firm does not make you an associate.
- You are associated with or employed by a stock exchange, exchange member, FINRA, or municipal securities dealer:
- Same as employer

Entity Name		Entity Address	
City	State/Province	ZIP/Postal Code	Country

- You are, or someone in your household or immediate family is, a control person of a publicly traded company under SEC Rule 144 (such as director, 10% shareholder, policy-making officer, or member of the board of directors).

Company Name	Trading Symbol
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2. Financial Profile

Investment Objective

Check the objective that most closely reflects your approach for this account. For more on objectives, go to Fidelity.com/investmentobjective. Industry regulations require us to ask for this information.

Lower Risk/Shorter Time Frame	←	→	Higher Risk/Longer Time Frame
<input type="checkbox"/> Short-term Seek to preserve capital and can accept the lowest returns in exchange for price stability.	<input type="checkbox"/> Conservative Seek to minimize fluctuations in market values by taking an income-oriented approach with some potential for capital appreciation.	<input type="checkbox"/> Balanced Seek the potential for capital appreciation and some income and can withstand moderate fluctuations in market values.	<input type="checkbox"/> Growth Have a preference for growth and can withstand significant fluctuations in market values.
	<input type="checkbox"/> Aggressive Growth Seek aggressive growth and can tolerate wide fluctuations in market values, especially over the short term.	<input type="checkbox"/> Most Aggressive Seek very aggressive growth and can tolerate very wide fluctuations in market values, especially over the short term.	

Financial Profile

Check one in each column. For more on tax brackets, go to Fidelity.com/taxtable. Industry regulations require us to ask for this information.

Annual Income From all sources	Estimated Net Worth Excluding your home	Estimated Liquid Net Worth Cash and assets easily converted to cash	Federal Tax Bracket
<input type="checkbox"/> \$0 – \$20,000	<input type="checkbox"/> \$0 – \$30,000	<input type="checkbox"/> \$0 – \$15,000	<input type="checkbox"/> 0% – 15%
<input type="checkbox"/> \$20,001 – \$50,000	<input type="checkbox"/> \$30,001 – \$50,000	<input type="checkbox"/> \$15,001 – \$50,000	<input type="checkbox"/> 25%
<input type="checkbox"/> \$50,001 – \$100,000	<input type="checkbox"/> \$50,001 – \$100,000	<input type="checkbox"/> \$50,001 – \$100,000	<input type="checkbox"/> 28% or higher
<input type="checkbox"/> \$100,001 or more	<input type="checkbox"/> \$100,001 – \$500,000	<input type="checkbox"/> \$100,001 – \$500,000	
	<input type="checkbox"/> \$500,001 or more	<input type="checkbox"/> \$500,001 or more	

3. Core Position

Uninvested money in your account is held in your core position until you direct otherwise. Note that other core position options may be available after you open your account. For more information, contact Fidelity.

- Check ONLY one.
- Fidelity® Government Money Market Fund (a money market fund; not FDIC insured) ▷ Default if no choice indicated or if the FDIC-Insured Deposit Sweep Program is not available.
- FDIC-Insured Deposit Sweep Program For more information, see the FDIC-Insured Deposit Sweep Program Disclosure.

Form continues on next page. ▶▶



4. Contribution Allocation

If you want your contributions automatically invested in one or more mutual funds, provide information below.

Certain mutual funds are not available for this feature. To find out which mutual funds are available, go to Fidelity.com/simplefunds.

Fund Symbol	Fund Name/Company	% of Contributions <i>Min. 10%</i>
		.0%
Fund Symbol	Fund Name/Company	% of Contributions <i>Min. 10%</i>
		.0%
Fund Symbol	Fund Name/Company	% of Contributions <i>Min. 10%</i>
		.0%
Fund Symbol	Fund Name/Company	% of Contributions <i>Min. 10%</i>
		.0%
Fund Symbol	Fund Name/Company	% of Contributions <i>Min. 10%</i>
		.0%

Total must add up to 100%. %

5. Account Features

Document Delivery

If you provided an email address in Section 1 and unless you indicate otherwise below, all materials will be sent to you electronically. To confirm electronic delivery, respond to the Electronic Delivery Agreement and Consent, which we will email to you. To choose delivery by U.S. mail, check one or more boxes below.

Check only those items you do NOT want to receive electronically.

- Account statements
- Trade confirmations and related prospectuses
- Tax forms and related disclosures
- Other documents (including shareholder reports and regular prospectus mailings)

Form continues on next page. ►►



6. Beneficiaries

You may want to review this document with a tax, financial, or legal advisor. Designating beneficiaries is optional. However, leaving this section blank will indicate that no beneficiary is named by you for this account and that upon your death, payment will be made according to the rules of succession as outlined in the Fidelity SIMPLE IRA Custodial Agreement. You can add or change beneficiaries any time at [Fidelity.com/beneficiary](https://www.fidelity.com/beneficiary).

Copy Beneficiaries from Another Fidelity IRA Account

Available ONLY if you want to copy the current beneficiary designation(s) from an existing Fidelity IRA that does NOT have customized beneficiaries.

- Designate the SAME beneficiaries and percentages on this account(s) as are currently designated for:

Fidelity IRA Account Number

▶ Skip to "Dates and Signatures."

Primary Beneficiaries

For each beneficiary you list by name, check a beneficiary type and provide all information.

If you outlive the beneficiary and you want that beneficiary's share to go to each of his or her descendants, check "per stirpes."

A "non-spouse" is any individual who is not your spouse under federal law.

As an alternative to listing each of your children by name, you can check "Non-spouse" and insert "All my children" in the "Name" box.

- Spouse
 Non-Spouse
 Trust
 Other Entity

Name <i>If naming spouse as a beneficiary, do so here.</i>		
Social Security or Taxpayer ID Number	Date of Birth MM DD YYYY	Share Percentage
		%

Per stirpes

- Non-Spouse
 Trust
 Other Entity

Name		
Social Security or Taxpayer ID Number	Date of Birth MM DD YYYY	Share Percentage
		%

Per stirpes

- Non-Spouse
 Trust
 Other Entity

Name		
Social Security or Taxpayer ID Number	Date of Birth MM DD YYYY	Share Percentage
		%

Per stirpes

- Non-Spouse
 Trust
 Other Entity

Name		
Social Security or Taxpayer ID Number	Date of Birth MM DD YYYY	Share Percentage
		%

Per stirpes

Total must add up to 100%. %

Beneficiaries continues on next page. ▶▶



7. Signatures and Dates, continued

- Acknowledge that you will receive a monthly account statement from Fidelity, unless there are no transactions in a particular month. In any case, you will receive a statement quarterly.
- Affirm that you are at least 18 years old and of full legal age to enter into this Agreement in your state of residence.
- Understand that your account will be invested in accordance with instructions as given from time to time to FBS. You understand that either Fidelity Government Money Market Fund or the FDIC-Insured Deposit Sweep Program will serve as the core position to hold assets of your SIMPLE IRA.

- Understand that Fidelity will provide certain information about your SIMPLE IRA to your employer.
- Understand that this Fidelity SIMPLE IRA can only be established in conjunction with the Fidelity SIMPLE IRA Plan.

If requesting Contribution Allocation:

- Authorize Fidelity to invest all contributions as indicated in the Contribution Allocation section, understanding that Fidelity will not be liable for any loss, expense, or cost arising out of your instructions.
- Acknowledge that this authorization may be revoked only by providing written notice of revocation to Fidelity, in such time and

manner as affords Fidelity reasonable opportunity to act on it.

If you are a U.S. person:

- Certify under penalties of perjury that you are a U.S. citizen or other U.S. person (including a resident alien individual) and that the tax identification number shown on this form is your correct tax identification number.

If you are not a U.S. person:

- State that you are submitting IRS Form W-8BEN with this application to certify your foreign status and, if applicable, to claim tax treaty benefits.

To help the government fight money laundering and the funding of terrorism, federal law 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 or beneficial owners of certain accounts. Further documentation is required for certain entities, such as trusts, estates, corporations, partnerships, and other organizations. 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 this account is governed by a predispute arbitration clause, which appears on the last page of the Fidelity Brokerage Retirement Customer Account Agreement, and that you have read the predispute arbitration clause.

Print Owner Name	
Date MM DD YYYY	
DATE	▶
Owner Signature	
SIGN	▶

Did you sign the application and attach a check or any necessary documents? Send the ENTIRE application and any attachments to Fidelity Investments. You will receive a "New Account Profile" confirming that your account(s) is opened.

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

Use a postage-paid envelope, and drop the application off at a Fidelity Investor Center OR deliver it to:

Regular mail
Fidelity Investments
P.O. Box 770001
Cincinnati, OH 45277-0002

Overnight mail
Fidelity Investments
100 Crosby Parkway KC1K
Covington, KY 41015

Fidelity Use Only		
<input type="checkbox"/> Cash	<input type="checkbox"/> Customer not present	<input type="checkbox"/> DL/Govt ID verified
Reg. Rep. Signature	Date	Account # Assigned
Approving Manager's Signature	Date	Corp. ID A

On this form, "Fidelity" means Fidelity Brokerage Services LLC and its affiliates. Brokerage services are provided by Fidelity Brokerage Services LLC, Member NYSE, SIPC. 592526.3.0 (09/12)

SUPPLEMENTAL

INFORMATION

This booklet contains important information about the Fidelity SIMPLE-IRA. Please review it and keep for your records.

**Custodial Agreement and
Disclosure Statement**

**Fidelity Brokerage Retirement
Customer Account Agreement**

Privacy Notice

**Commission Schedule and
Schedule of Fees**

FDIC-Insured Deposit Sweep Program Disclosure

**Individual Retirement Account (IRA)
Program Bank List**



SIMPLE-IRA

Custodial Agreement

The participant whose name appears on the accompanying Application is establishing a savings incentive match plan for employees of small employers' individual retirement account (SIMPLE-IRA) under Sections 408(a) and 408(p) of the Internal Revenue Code to provide for his or her retirement and for the support of his or her beneficiaries after death. The Custodian named on the accompanying Application has given the participant the Disclosure Statement required under Regulations Section 1.408-6. The participant and the Custodian make the following Agreement:

Article I

The Custodian will accept cash contributions made on behalf of the participant by the participant's employer under the terms of a SIMPLE-IRA plan described in Section 408(p). In addition, the Custodian will accept transfers or rollovers from other SIMPLE-IRAs of the participant. No other contributions will be accepted by the Custodian.

Article II

The participant's interest in the balance in the Custodial Account is nonforfeitable.

Article III

- No part of the Custodial Account funds may be invested in life insurance contracts, nor may the assets of the Custodial Account be commingled with other property except in a common trust fund or common investment fund (within the meaning of Section 408(a)(5)).
- No part of the Custodial Account funds may be invested in collectibles (within the meaning of Section 408(m)) except as otherwise permitted by Section 408(m)(3), which provides an exception for certain gold, silver, and platinum coins, coins issued under the laws of any state, and certain bullion.

Article IV

- Notwithstanding any provision of this agreement to the contrary, the distribution of the participant's interest in the Custodial Account shall be made in accordance with the following requirements and shall otherwise comply with Section 408(a)(6) and the regulations thereunder, the provisions of which are herein incorporated by reference.
- The participant's entire interest in the Custodial Account must be, or begin to be, distributed not later than the participant's required beginning date, April 1 following the calendar year in which the participant reaches age 70½. By that date, the participant may elect, in a manner acceptable to the Custodian, to have the balance in the Custodial Account distributed in:
 - A single sum or
 - Payments over a period not longer than the life of the participant or the joint lives of the participant and his or her designated beneficiary.
- If the participant dies before his or her entire interest is distributed to him or her, the remaining interest will be distributed as follows:
 - If the participant dies on or after the required beginning date and:
 - the designated beneficiary is the participant's surviving spouse, the remaining interest will be distributed over the surviving spouse's life expectancy as determined each year until such spouse's death, or over the period in paragraph (a)(iii) below if longer. Any interest remaining after the spouse's death will be distributed over such spouse's remaining life expectancy as determined in the year of the spouse's death and reduced by 1 for each subsequent year, or, if distributions are being made over the period in paragraph (a)(iii) below, over such period.
 - the designated beneficiary is not the participant's surviving spouse, the remaining interest will be distributed over the beneficiary's remaining life expectancy as determined in the year following the death of the participant and reduced by 1 for each subsequent year, or over the period in paragraph (a)(iii) below if longer.
 - there is no designated beneficiary, the remaining interest will be distributed over the remaining life expectancy of the participant as determined in the year of the participant's death and reduced by 1 for each subsequent year.

(b) If the participant dies before the required beginning date, the remaining interest will be distributed in accordance with (i) below or, if elected or there is no designated beneficiary, in accordance with (ii) below:

- The remaining interest will be distributed in accordance with paragraphs (a)(i) and (a)(ii) above (but not over the period in paragraph (a)(iii), even if longer), starting by the end of the calendar year following the year of the participant's death. If, however, the designated beneficiary is the participant's surviving spouse, then this distribution is not required to begin before the end of the calendar year in which the participant would have reached age 70½. But, in such case, if the participant's surviving spouse dies before distributions are required to begin, then the remaining interest will be distributed in accordance with (a)(ii) above (but not over the period in paragraph (a)(iii), even if longer), over such spouse's designated beneficiary's life expectancy, or in accordance with (ii) below if there is no such designated beneficiary.
 - The remaining interest will be distributed by the end of the calendar year containing the fifth anniversary of the participant's death.
- If the participant dies before his or her entire interest has been distributed and if the designated beneficiary is not the participant's surviving spouse, no additional contributions may be accepted in the Account.
 - The minimum amount that must be distributed each year, beginning with the year containing the participant's required beginning date, is known as the "required minimum distribution" and is determined as follows:
 - The required minimum distribution under paragraph 2(b) for any year, beginning with the year the participant reaches age 70½, is the participant's Account value at the close of business on December 31 of the preceding year divided by the distribution period in the uniform lifetime table in Regulations Section 1.401(a)(9)-9. However, if the participant's designated beneficiary is his or her surviving spouse, the required minimum distribution for a year shall not be more than the participant's Account value at the close of business on December 31 of the preceding year divided by the number in the joint and last survivor table in Regulations Section 1.401(a)(9)-9. The required minimum distribution for a year under this paragraph (a) is determined using the participant's (or, if applicable, the participant and spouse's) attained age (or ages) in the year.
 - The required minimum distribution under paragraphs 3(a) and 3(b)(i) for a year, beginning with the year following the year of the participant's death (or the year the participant would have reached age 70½, if applicable under paragraph 3(b)(i)) is the Account value at the close of business on December 31 of the preceding year divided by the life expectancy (in the single life table in Regulations Section 1.401(a)(9)-9) of the individual specified in such paragraphs 3(a) and 3(b)(i).
 - The required minimum distribution for the year the participant reaches age 70½ can be made as late as April 1 of the following year. The required minimum distribution for any other year must be made by the end of such year.
 - The owner of two or more IRAs (other than Roth IRAs) may satisfy the minimum distribution requirements described above by taking from one IRA the amount required to satisfy the requirement for another in accordance with the regulations under Section 408(a)(6).

Article V

- The participant agrees to provide the Custodian with all information necessary to prepare any reports required by Sections 408(i) and 408(l)(2) and Regulations Sections 1.408-5 and 1.408-6.
- The Custodian agrees to submit to the Internal Revenue Service (IRS) and participate the reports prescribed by the IRS.
- The Custodian also agrees to provide the participant's employer the summary description described in Section 408(l)(2) unless this SIMPLE IRA is a transfer SIMPLE IRA.

Article VI

Notwithstanding any other articles that may be added or incorporated, the provisions of Articles I through III and this sentence will be controlling. Any additional

articles inconsistent with Sections 408(a) and 408(p) and the related regulations will be invalid.

Article VII

This agreement will be amended as necessary to comply with the provisions of the Code and the related regulations. Other amendments may be made with the consent of the participant and the Custodian.

Article VIII

1. Definitions. The following definitions shall apply to terms used in this Agreement:

- (a) "Account" or "Custodial Account" means the custodial account established hereunder for the benefit of the Depositor to receive contributions under a SIMPLE-IRA plan described in Section 408(p) of the Code.
- (b) "Agreement" means the Fidelity SIMPLE-IRA Custodial Agreement and Disclosure Statement, as may be amended from time to time, including the information and provisions set forth in any Application that goes with this Agreement. This Agreement, including the Application and any designation of Beneficiary filed with the Custodian, may be proved either by an original copy or by a reproduced copy thereof, including, without limitation, a copy reproduced by photocopying, facsimile transmission, electronic record, or electronic imaging.
- (c) "Account Application" or "Application" shall mean the Application and the accompanying instructions, as may be amended from time to time, by which this Agreement is established between the Depositor and the Custodian. The statements contained therein shall be incorporated into this Agreement.
- (d) "Applicable Limit" shall mean the annual elective deferral limit as determined in accordance with the following schedule. Employees who will not have attained age 50 before the end of the Plan Year may contribute up to: \$7,000 for 2002; \$8,000 for 2003; \$9,000 for 2004; and \$10,000 for 2005 and beyond. This limit may be adjusted from time to time, in multiples of \$500, by the Secretary of the Treasury in accordance with Section 408(p)(2)(E) of the Code for increases in the cost of living. Employees who will have attained age 50 before the end of the Plan Year may exceed the aforementioned limits by the following catch-up contribution amounts: \$500 for 2002; \$1,000 for 2003; \$1,500 for 2004; \$2,000 for 2005; and \$2,500 for 2006 and beyond. The additional limit may also be adjusted from time to time, in multiples of \$500, for increases in the cost of living.
- (e) "Authorized Agent" means the person or persons authorized by the Depositor (or following the death of the Depositor, the Beneficiary) in a form and manner acceptable to the Custodian to purchase or sell Shares or Other Funding Vehicles in the Depositor's (or following the death of the Depositor, the Beneficiary's) Account and to perform such other duties and responsibilities on behalf of the Depositor (or following the death of the Depositor, the Beneficiary) as set forth under this Agreement. The Custodian shall have no duty to question the authority of any such Authorized Agent.
- (f) "Beneficiary" shall mean the person(s) or entity (including a trust or estate, in which case the term may mean the trustee or personal representative acting in their fiduciary capacity) designated as such by the Depositor (or, following the death of the Depositor, designated as such by a Beneficiary)
 - (i) in a manner acceptable to and filed with the Custodian pursuant to Article VIII, Section 7, of this Agreement, or
 - (ii) pursuant to the default provisions of Article VIII, Section 7, of this Agreement.
- (g) "Code" shall mean the Internal Revenue Code of 1986, as amended.
- (h) "Company" shall mean FMR LLC, a Delaware corporation, or any successor or affiliate thereof to which FMR LLC may, from time to time, delegate or assign any or all of its rights or responsibilities under this Agreement.
- (i) "Conversion Amount" shall mean all or any part of a distribution from the Account that is deposited in a Roth IRA.
- (j) "Custodian" shall mean Fidelity Management Trust Company or its successor(s) or affiliates. Custodian shall include any agent of the Custodian as duly appointed by the Custodian.
- (k) "Depositor" or "Participant" means the person named in the Account Application.
- (l) "Election Period" shall mean the 60-day period immediately preceding January 1 of a calendar year. For the initial Plan Year, the Election Period shall mean the 60-day period that precedes or runs concurrent with the Effective Date of the Plan or the day plan notice is provided to each Eligible Employee, if later. In the case of an employee who becomes an Eligible Employee other than at the beginning of the calendar year because i) the Employer has not elected a prior year compensation requirement in the Adoption Agreement, ii) the employee satisfied the prior year's compensation requirement during a prior period of employment with the Employer, or iii) the plan is first effective after the beginning of the calendar year, the Election Period shall begin on the day plan notice is provided to the employee and shall include either the day the employee becomes eligible or the day before that date.

- (m) "Employer" means the sole proprietorship, partnership, corporation or other entity named in the Account Application, or any successor or predecessor to it, or any other Employer that contributed to a SIMPLE plan on behalf of the Depositor.
- (n) "Investment Company Shares" or "Shares" shall mean shares of stock, trust certificates, or other evidences of interest (including fractional shares) in any corporation, partnership, trust, or other entity registered under the Investment Company Act of 1940 (i) for which Fidelity Management & Research Company, a Massachusetts corporation, or its successors or affiliates, serves as investment advisor.
- (o) "Money Market Shares" shall mean any Investment Company Shares that are issued by a money market mutual fund.
- (p) "Other Funding Vehicles" shall include (i) all marketable securities traded over the counter or on a recognized securities exchange that are eligible for registration on the book entry system maintained by Depository Trust Company ("DTC") or its successors; (ii) if permitted by the Custodian, interest-bearing accounts including those of the Custodian, and such other non-DTC-eligible assets (but not including futures contracts) that are permitted to be acquired under a Custodial Account pursuant to Section 408(a) of the Code and which are acceptable to the Custodian. Notwithstanding the above, the Custodian reserves the right to refuse to accept and hold any specific asset. All assets of the Custodial Account shall be registered in the name of the Custodian or its nominee, but such assets shall generally be held in an Account for that the records are maintained on a proprietary recordkeeping system of the Company.
- (q) "Plan Year" shall mean the calendar year.
- (r) "SIMPLE" shall mean a Savings Incentive Match Plan for Employees, as defined in Section 408(p) of the Code, under which salary reduction contributions and Employer matching contributions or Employer nonelective contributions may be made.

2. Investment of Contributions.

Contributions to the Account may only be invested in Investment Company Shares, and shall be invested as described below. Notwithstanding the foregoing, if permitted by the Custodian, assets in the Account may be invested in Other Funding Vehicles. Notwithstanding the above, the Custodian reserves the right to refuse to accept and hold any specific asset, including tax-free investment vehicles. Contributions shall be invested as follows:

- (a) *General.* All contributions (including transfer of assets) to the Account shall be invested in accordance with the Depositor's instructions in the Application or as the Depositor, the Depositor's Authorized Agent, or the Depositor's Employer directs in a form and manner acceptable to the Custodian, and with subsequent instructions given by the Depositor or the Depositor's Authorized Agent (or, after the death of the Depositor, the Beneficiary) or the Depositor's Employer, as the case may be, to the Custodian in a form and manner acceptable to the Custodian. By giving such instructions to the Custodian, such person will be deemed to have acknowledged receipt of the then-current prospectus, disclosure document, or offering circular for any Investment Company Shares or Other Funding Vehicles in which the Depositor (or the Depositor's Authorized Agent or Beneficiary) or the Depositor's Employer, as the case may be, directs the Custodian to invest assets in the Account. All charges incidental to carrying out such instructions shall be charged and collected in accordance with Article VIII, Section 18. Notwithstanding the foregoing, if permitted by the Custodian and if the Employer has designated the Custodian to serve as a designated financial institution under Section 408(p)(7) of the Code in the manner prescribed by the Internal Revenue Service, and the Custodian has accepted such designation as evidenced by written acceptance mailed to the Employer, the Custodian shall not be obligated to invest any contributions to the Custodial Account that the Custodian has been advised will be transferred without cost or penalty to the Depositor to another SIMPLE-IRA (or, if the two-year (2-year) period beginning on the date contributions were first made to a Depositor's SIMPLE-IRA Employer (the "two-year period") has elapsed, to another IRA) in Other Funding Vehicles or Investment Company Shares, unless such Shares are Money Market Shares designated by the Custodian.
- (b) *Initial Contribution.* The Custodian will invest all contributions promptly after the receipt thereof. However, the Custodian shall not be obligated to invest the Depositor's initial contribution to this Custodial Account as indicated on the Application, until at least seven (7) calendar days have elapsed from the date of acceptance of the Application by or on behalf of the Custodian. The Depositor shall be deemed to have received a copy of the Disclosure Statement that accompanies this Agreement unless a request for revocation is made to the Custodian within seven (7) calendar days following the acceptance of the Application by or on behalf of the Custodian, as evidenced by notification to the Depositor (or following the death of the Depositor, the Beneficiary) in a form and manner acceptable to the Custodian.
- (c) *Incomplete, Unclear, or Unacceptable Instructions.* If the Custodial Account at any time contains an amount as to which investment instructions

in accordance with this Section 2 have not been received by the Custodian, or if the Custodian receives instructions as to an investment selection or allocation that are, in the opinion of the Custodian, incomplete, not clear, or otherwise not acceptable, the Custodian may request additional instructions from the Depositor (or the Depositor's Authorized Agent, or the Beneficiary) or the Depositor's Employer. Pending receipt of such instructions, any cash may (i) remain uninvested pending receipt by the Custodian of clear investment instructions from the Depositor (or the Depositor's Authorized Agent, or, after the death of the Depositor, the Beneficiary) or the Depositor's Employer, (ii) be invested in Money Market Shares or other core account investment vehicle, or (iii) be returned to the Depositor or the Depositor's Employer, as the case may be, and any other investment may remain unchanged. The Custodian shall not be liable to anyone for any loss resulting from delay in investing such an amount or in implementing such instructions. Notwithstanding the above, the Custodian may, but need not, for administrative convenience maintain a balance of up to \$100 of uninvested cash in the Custodial Account.

- (d) **Minimum Investment.** Any other provision herein to the contrary notwithstanding, the Depositor (or the Depositor's Authorized Agent, or, after the death of the Depositor the Beneficiary) or the Depositor's Employer may not direct that any part or all of the Custodial Account be invested in Investment Company Shares or in Other Funding Vehicles unless the aggregate amount to be invested is at least such amount as the Custodian shall establish from time to time.
- (e) **No Duty.** The Custodian shall not have any duty to question the directions of the Depositor (or the Depositor's Authorized Agent, or the Beneficiary) or the Depositor's Employer, as the case may be, in the investment or ongoing investment of the Custodial Account or to advise the Depositor (or the Authorized Agent, or the Beneficiary) or the Depositor's Employer, as the case may be, regarding the purchase, retention, withdrawal, or sale of assets credited to the Custodial Account. The Custodian, or any of its affiliates, successors, agents, or assigns shall not be liable for any loss that results from the Depositor's (or the Depositor's Authorized Agent, or the Beneficiary) or Depositor's Employer's exercise of control (whether by his or her action or inaction) over the Custodial Account, or any loss that results from any directions received from the Depositor (or the Depositor's Authorized Agent, or the Beneficiary) or the Depositor's Employer with respect to SIMPLE IRA assets.

3. Types of Contributions. Only SIMPLE contributions shall be made to a SIMPLE-IRA, and, with the exception of Rollover Contributions, which are more fully described below, such contributions are limited to the following:

- (a) **Salary Reduction Contributions.** Each Depositor who is an eligible employee under the Employer's SIMPLE-IRA Plan must be permitted to make salary reduction contributions if he or she so elects. A salary reduction contribution is a contribution, generally expressed as a percentage of compensation, that an employee elects to have contributed to his or her SIMPLE-IRA instead of receiving that amount in cash. The Employer may permit the Depositor to express the amount of his or her salary reduction contribution as a specific dollar amount. Salary reduction contributions cannot exceed the Applicable Limit per Plan Year. The Depositor may cease salary reduction contributions at any time by notifying the Employer. Salary reduction contributions include catch-up contributions pursuant to Section 414(v) of the Code for Depositors age 50 or older.
- (b) **Catch-Up Contributions.** Eligible Employees who have attained age 50 before the close of the Plan Year are eligible to make catch-up contributions to the Account in accordance with and subject to the limitations of Section 414(v) of the Code. Catch-up contributions are not taken into account for purposes of determining the limits under Sections 402(g), 408(p), or 415 of the Code.
- (c) **Employer Matching Contributions.** An Employer is generally required to make a matching contribution on behalf of each eligible employee in an amount equal to the Depositor's salary reduction contributions, up to 3% of the Depositor's compensation for the applicable Plan Year. The Employer can elect to reduce this matching contribution to not less than 1%, provided notification is provided by the Employer of the Employer's intention to reduce this limit within a reasonable period of time before the Election Period for that Plan Year, and such a reduction in matching contributions has not occurred in more than two out of the last five years that ends with (and includes) the Plan Year for which the election is effective. The maximum Employer Matching contribution that can be made is the Applicable Limit. The Custodian shall not be responsible for determining the amount of any matching contribution made on behalf of the Depositor, nor shall the Custodian be responsible to recommend or compel any Employer contributions to the Account. The disposition of excess matching contributions will be made in accordance with instructions from the Depositor (or the Depositor's Authorized Agent, or, after the death of the Depositor, the Beneficiary) or the Depositor's Employer, as the case may be, to the Custodian in a form and manner acceptable to it. If you, as Depositor, are

50 years of age or older, your Employer must generally match any catch-up contributions you make up to the limits described herein.

- (d) **Employer Nonelective Contributions.** Instead of making a matching contribution, an Employer may make a nonelective contribution equal to 2% of each eligible employee's compensation, without regard to whether the employee was making salary reduction contributions for the applicable calendar year. The compensation that is taken into account for this 2% nonelective contribution is limited to \$200,000, as may be adjusted by the IRS for cost of living increases in accordance with Section 401(a)(17) of the Code. Eligible employees must be notified by the Employer that a 2% nonelective contribution will be made instead of a matching contribution within a reasonable period of time before the Election Period. The Custodian shall not be responsible for determining the amount of any nonelective contribution made on behalf of the Depositor, nor shall the Custodian be responsible to recommend or compel any Employer contributions to the Account. The disposition of excess nonelective contributions will be made in accordance with instructions from the Depositor (or the Depositor's Authorized Agent, or, after the death of the Depositor, the Beneficiary) or the Depositor's Employer, as the case may be, to the Custodian in a form and manner acceptable to it.

4. Timing of Contributions. An Employer matching or nonelective contribution is deemed to have been made on the last day of the preceding taxable year if the contribution is made by the deadline for filing the Employer's income tax return (including extensions) for the taxable year that includes the last day of the Plan Year for which the contributions are made, or such later date as may be determined by the Department of the Treasury or the IRS. Salary reduction contributions are made prospectively on a calendar year basis, and must be contributed to a Depositor's Account, in a form and manner acceptable to the Custodian, as soon as such contributions can reasonably be segregated from the Employer's general assets, but in no event later than 30 calendar days following the last day of the month in which amounts were withheld from the Employee's compensation. The Custodian will not be responsible under any circumstances for the timing, purpose, or propriety of any contribution, nor shall the Custodian incur any liability for any tax imposed on account of any contribution.

5. Rollover Contributions. The Custodian will accept for the Custodial Account all rollover contributions from SIMPLE-IRAs that consist of cash, and it may, but shall be under no obligation to, accept all or any part of any other rollover contribution from another SIMPLE-IRA. The Depositor (or the Depositor's Authorized Agent) shall designate each rollover contribution as such to the Custodian, and by such designation shall confirm to the Custodian that a proposed rollover contribution qualifies as a rollover contribution within the meaning of Section 408(d)(3) of the Code. The Depositor (or the Depositor's Authorized Agent) shall provide any information the Custodian may require to properly allocate IRA rollover contributions to the Depositor's Account(s). Submission by or on behalf of a Depositor of a rollover contribution consisting of assets other than cash or property permitted as an investment under this Article VIII shall be deemed to be the instruction of the Depositor to the Custodian that, if such rollover contribution is accepted, the Custodian will use its best efforts to sell those assets for the Depositor's Account, and to invest the proceeds of any such sale in accordance with Section 2. To the extent permitted by law, the Custodian shall not be liable to anyone for any loss resulting from such sale or delay in effecting such sale; or for any loss of income or appreciation with respect to the proceeds thereof after such sale and prior to investment pursuant to Section 2; or for any failure to effect such sale if such property proves not readily marketable in the ordinary course of business. All brokerage and other costs incidental to the sale or attempted sale of such property will be charged to the Custodial Account in accordance with Article VIII, Section 18. In the case of a distribution from a SIMPLE-IRA, such distribution qualifies as a rollover contribution, provided it is deposited timely to another SIMPLE-IRA (or, if the "two year period" has elapsed, to another IRA) or to an employer sponsored plan that accepts such rollovers, and otherwise satisfies the requirements of Section 408(d)(3) of the Code for a rollover contribution.

6. Reinvestment of Earnings. In the absence of instructions pursuant to Section 2, distributions of every nature that are received in respect of the assets in a Depositor's (or following the death of the Depositor, the Beneficiary's) Custodial Account shall be reinvested as described herein:

- (a) In the case of a distribution in respect of Investment Company Shares that may be received, at the election of the Depositor, in cash or in additional Shares of such Investment Company, the Custodian shall elect to receive such distribution in additional Shares of that Investment Company.
- (b) In the case of a cash distribution that is received in respect of Investment Company Shares, the Custodian shall reinvest such cash in additional Shares of that Investment Company.
- (c) In the case of any other distribution of any nature received in respect of assets in the Custodial Account, the distribution shall be liquidated to cash, if necessary, and shall be reinvested in accordance with the Depositor's instructions pursuant to Section 2.

7. Designation of Beneficiary. A Depositor may designate a Beneficiary as follows:

- (a) *General.* A Depositor (or following the death of the Depositor, the Beneficiary) may designate a Beneficiary or Beneficiaries at any time, and any such designation may be changed or revoked at any time, by a designation executed by the Depositor (or following the death of the Depositor, the Beneficiary) in a form and manner acceptable to, and filed with, the Custodian; provided, however, that such designation, or change or revocation of a prior designation, shall not be effective unless it is received and accepted by the Custodian no later than nine months after the death of the Depositor (or following the death of the Depositor, the Beneficiary), and provided, further, that such designation, change, or revocation shall not be effective as to any assets distributed or transferred out of the Account (including a transfer to an inherited IRA or Beneficiary Distribution Account) prior to the Custodian's receipt and acceptance of such designation, change, or revocation. Subject to Sections 9 and 10 below, the Custodian may distribute or transfer any portion of the Account immediately following the death of the Depositor (or following the death of the Depositor, the Beneficiary) under the provisions of the designation then on file with the Custodian, and such distribution or transfer discharges the Custodian from any and all claims as to the portion of the Account so distributed or transferred. The latest such designation or change or revocation shall control except as determined by applicable law. If the Depositor had not by the date of his or her death properly designated a primary or contingent Beneficiary in accordance with the preceding sentence, or if no designated primary or contingent Beneficiary survives the Depositor, the Depositor's Beneficiary shall be his or her surviving spouse, but if he or she has no surviving spouse, the Depositor's Beneficiary shall be his or her estate. If the Depositor designates more than one primary or contingent Beneficiary but does not specify the percentages to which such Beneficiary(ies) is entitled, payment will be made to the surviving Beneficiary(ies), as applicable in equal shares. Unless otherwise designated by the Depositor in a form and manner acceptable to the Custodian, if a primary or contingent Beneficiary designated by the Depositor predeceases the Depositor, the Shares and Other Funding Vehicles for which that deceased Beneficiary is entitled will be divided equally among the surviving primary and contingent Beneficiary(ies), as applicable. If the Beneficiary is not a U.S. citizen or other U.S. person (including a resident alien individual) at the time of death, the distribution options and tax treatment available to such Beneficiary may be more restrictive. Unless otherwise designated by the Depositor in a form and manner acceptable to the Custodian, if there are no primary Beneficiaries living at the time of the Depositor's death, payment of the Depositor's Account upon his or her death will be made to the surviving contingent Beneficiaries designated by the Depositor. If a Beneficiary does not predecease the Depositor but dies before receiving his or her entire interest in the Custodial Account, his or her remaining interest in the Custodial Account shall be paid to a Beneficiary or Beneficiaries designated by such Beneficiary(ies) as his or her successor Beneficiary in a form and manner acceptable to, and filed with, the Custodian; provided, however, that such designation is received and accepted by the Custodian in accordance with this section. If no proper designation has been made by such Beneficiary, in accordance with this section, distributions will be made to such Beneficiary's estate. Notwithstanding any provision of this Agreement to the contrary, for purposes of distributions calculated and requested pursuant to Article IV, the designated beneficiary within the meaning of Section 401(a)(9)(E) of the Code shall be the individual designated as such by the Depositor. Notwithstanding any provision of this Agreement to the contrary, unless otherwise designated by the Depositor (or following the death of the Depositor, by a Beneficiary) in a form and manner acceptable to the Custodian, when used in this Agreement or in any designation of Beneficiary received and accepted by the Custodian, the term "per stirpes" shall be construed as follows: if any primary or contingent Beneficiary, as applicable, does not survive the Depositor (or following the death of the Depositor, the Beneficiary), but leaves surviving descendants, any share otherwise payable to such beneficiary shall instead be paid to such beneficiary's surviving descendants by right of representation. In all cases, the Custodian shall be authorized to rely on any representation of facts made by the Depositor, the executor or administrator of the estate of the Depositor, any Beneficiary, the executor or administrator of the estate of any Beneficiary, or any other person deemed appropriate by the Custodian in determining the identity of unnamed Beneficiaries.
- (b) *Minors.* If a distribution upon the death of the Depositor (or following the death of the Depositor, the Beneficiary) is payable to a person known by the Custodian to be a minor or otherwise under a legal disability, the Custodian may, in its absolute discretion, make all or any part of the distribution to (i) a parent of such person; (ii) the guardian, conservator, or other legal representative, wherever appointed, of such person; (iii) a Custodial

Account established under a Uniform Gifts to Minors Act, Uniform Transfers to Minors Act, or similar act; (iv) any person having control or custody of such person; or (v) to such person directly. Notwithstanding anything in this Agreement to the contrary, if the Account is established for a minor under the provisions of either the Uniform Gifts to Minors Act or the Uniform Transfers to Minors Act (to the extent permitted by the Custodian), the Beneficiary of such Account while so established and maintained shall be the minor's estate or as otherwise determined in accordance with the applicable state Uniform Gifts to Minors Act or Uniform Transfers to Minors Act.

- (c) *QTIPS and QDOTS.* A Depositor may designate as Beneficiary of his or her Account a trust for the benefit of his or her surviving spouse that is intended to satisfy the conditions of Sections 2056(b)(7) or 2056A of the Code (a "Spousal Trust"). In that event, if the Depositor is survived by his or her spouse, the following provisions shall apply to the Account, from and after the death of the Depositor until the death of the Depositor's surviving spouse: (i) all of the income of the Account shall, at the direction of the trustee(s) of the Spousal Trust be paid to the Spousal Trust annually or at more frequent intervals as directed by the trustee(s) of such Spousal Trust, and (ii) no person shall have the power to assign any part of the Account to any person or entity other than the Spousal Trust. To the extent permitted by Section 401(a)(9) of the Code, as determined by the trustee(s) of the Spousal Trust, the surviving spouse of a Depositor who has designated a Spousal Trust as his or her Beneficiary may be treated as his or her "designated beneficiary" for purposes of the distribution requirements of that Code section. The Custodian shall have no responsibility to determine whether such treatment is appropriate.
- (d) *Judicial Determination.* Anything to the contrary herein notwithstanding, in the event of reasonable doubt respecting the proper course of action to be taken, the Custodian may in its sole and absolute discretion resolve such doubt by judicial determination, which shall be binding on all parties claiming any interest in the Account. In such event, all court costs, legal expenses, reasonable compensation of time expended by the Custodian in the performance of its duties, and other appropriate and pertinent expenses and costs shall be collected by the Custodian from the Custodial Account in accordance with Article VIII, Section 18.
- (e) *No Duty.* The Custodian shall not have any duty to question the directions of a Depositor (or the Authorized Agent, or the Beneficiary) as to the time(s) and amount(s) of distributions from the Custodial Account, or to advise him or her regarding the compliance of such distributions with Section 408(a)(6), Section 401(a)(9), Section 2056(b)(7), or Section 2056A of the Code.

8. Payroll Deduction. A Depositor must elect to have salary reduction contributions to his or her Custodial Account made through payroll deduction in a form and manner acceptable to the Custodian. In order to establish payroll deduction, the Depositor must authorize his or her Employer to deduct a fixed percentage (or a fixed dollar amount, if permitted by the Employer) from a pay period's salary up to a total amount of the Applicable Limit per year, as indexed by the Internal Revenue Service to reflect increases in the cost of living, or as may otherwise be reduced by limits imposed under Section 402(g) of the Code. The Custodian shall continue to receive for the Depositor's Account salary reduction contributions until such time as the Depositor's instruction to his or her Employer (with reasonable advance notice) causes such contributions to be modified or to cease.

9. Transfers to or from the Account. Assets held on behalf of the Depositor in another SIMPLE-IRA may be transferred by the trustee or custodian thereof directly to the Custodian, in a form and manner acceptable to the Custodian, to be held in the Custodial Account for the Depositor under this Agreement. The Custodian will not be responsible for any losses the Depositor may incur as a result of the timing of any such transfer from another trustee or custodian that are due to circumstances reasonably beyond the control of the Custodian. Assets held on behalf of the Depositor in the Account may be transferred directly to a trustee or custodian of another SIMPLE-IRA (or, if the two-year period beginning on the date the Depositor first received contributions under the SIMPLE-IRA plan maintained by the Depositor's employer ("the two-year period") has elapsed, to another IRA) established for the Depositor, if so directed by the Depositor in a form and manner acceptable to the Custodian. It shall be the Depositor's responsibility to ensure that the transfer is permissible and that any minimum distribution required by Sections 408(a)(6) and 401(a)(9) of the Code and applicable regulations is satisfied.

10. Distributions from the Account. Distributions from the Account will be made only upon the request of the Depositor (or, with the prior consent of the Custodian, the Depositor's Authorized Agent, or, after the death of the Depositor, the Beneficiary) in such form and in such manner as is acceptable to the Custodian, and will be included in gross income to the extent required by law. Notwithstanding this Section 10 and Section 17 below, the Custodian is empowered to make a distribution absent the Depositor's (or, with the prior consent of the Custodian, the Authorized Agent's, or, following the death of the Depositor, the Beneficiary's) direction if directed to do so pursuant to a court order or levy of any kind, or in the event the Custodian resigns or is removed as Custodian. In such instance, neither the Custodian nor the Company shall in any event incur any liability

for acting in accordance with such court order or levy, or with the procedures for resignation or removal in Section 23 below. For distributions requested pursuant to Article IV, life expectancy shall be calculated based on information provided by the Depositor (or the Depositor's Authorized Agent, or, after the death of the Depositor, his or her Beneficiary), using the applicable distribution period from a table prescribed by the Internal Revenue Service in regulations or other guidance. The Custodian shall be under no duty to perform any calculations in connection with distributions requested pursuant to Article IV unless otherwise required to do so by the Internal Revenue Service. Notwithstanding the foregoing, at the direction of the Depositor (or following the death of the Depositor, the Beneficiary), and with the consent of the Custodian, the Custodian may perform calculations in connection with such distributions. The Custodian shall not incur any liability for errors in such calculations as a result of its reliance on information provided by the Depositor (or the Depositor's Authorized Agent, or, after the death of the Depositor, his or her Beneficiary). Without limiting the generality of the foregoing, the Custodian is not obligated to make any distribution, including a minimum required distribution as specified in Article IV above, absent a specific direction from the Depositor (or the Depositor's Authorized Agent, or, after the death of the Depositor, the Beneficiary) to do so in a form and manner acceptable to the Custodian, and the Custodian may rely and shall be fully protected in so relying upon any such direction. The Custodian will not, under any circumstances, be responsible for the timing, purpose, or propriety of any distribution made hereunder, nor shall the Custodian incur any liability or responsibility for any tax imposed on account of any distribution or failure to make a required distribution. Notwithstanding anything herein to the contrary, on or before December 31, 2003, a Beneficiary receiving distributions pursuant to Paragraph 3(b)(ii) of Article IV of this Custodial Agreement may generally begin taking distributions over the Beneficiary's remaining life expectancy in accordance with Section 401(a)(9) of the Code and related regulations.

11. Conversion of Distributions from the Account.

Generally, the Depositor may convert any or all distributions from the Account for which the two-year period has elapsed beginning on the date you first received contributions under the SIMPLE-IRA plan maintained by your employer, for deposit into a Roth IRA ("Conversion Amount(s)"). However, any minimum distribution from the Account required by Sections 408(a)(6) and 401(a)(9) of the Code and applicable regulations for the year of the conversion cannot be converted to a Roth IRA. The Depositor (or Authorized Agent) shall designate each Conversion Amount as such to the Custodian and by such designation shall confirm to the Custodian that a proposed Conversion Amount qualifies as a conversion within the meaning of Sections 408A(c)(3), 408A(d)(3), and 408A(e) of the Code, except that any conversion contribution shall not be considered a rollover contribution for purposes of Section 408(d)(3)(B) of the Code relating to the one-rollover-per-year rule. Conversions must generally be made by December 31 of the year to which the conversion relates. Conversions made via a 60-day rollover must be deposited in a Roth IRA within 60 days.

12. Recharacterization of Converted Amounts. Amounts converted to a Roth IRA may be transferred ("recharacterized") via a trustee-to-trustee transfer to the Custodian, in a form and manner acceptable to the Custodian, to be held in the Account for the Depositor under this Agreement. It shall be the Depositor's responsibility in all cases to ensure that the recharacterization is permissible and satisfies the requirements of Code Section 408A and any related rules, regulations, and any other applicable guidance issued by the Internal Revenue Service. A contribution that constitutes a recharacterization of a prior conversion contribution must be made by the deadline for filing the Depositor's income tax return for the year to which the conversion contribution relates, or such later date as authorized by the IRS. The Custodian will not be responsible for any penalties or losses the Depositor may incur as a result of the timing of any such recharacterization from another trustee or custodian that are due to circumstances reasonably beyond the control of the Custodian.

13. Actions in the Absence of Specific Instructions.

If the Custodian receives no response to communications sent to the Depositor (the Depositor's Authorized Agent, or, after the death of the Depositor, the Beneficiary) at the Depositor's (or the Depositor's Authorized Agent's, or the Beneficiary's) last known address as shown in the records of the Custodian, or if the Custodian determines, on the basis of evidence satisfactory to it, that the Depositor, or after the death of the Depositor, the Beneficiary, is legally incompetent, the Custodian thereafter may make such determinations with respect to distributions, investments, and other administrative matters arising under this Agreement as it considers reasonable, notwithstanding any prior instructions or directions given by or on behalf of the Depositor, or after the death of the Depositor, the Beneficiary. Any determinations so made shall be binding on all persons having or claiming any interest under the Custodial Account, and the Custodian shall not incur any obligation or liability for any such determination made in good faith, for any action taken in pursuance thereof, or for any fluctuations in the value of the Account in the event of a delay resulting from the Custodian's good faith decision to await additional information or evidence.

14. Instructions, Notices, and Communications. All instructions, notices, or communications, written or otherwise, required to be given by the Custodian to the Depositor (or following the death of the Depositor, the Beneficiary) shall be deemed to have been given when delivered or provided to the last known address, including an electronic address, of the Depositor or the Beneficiary in the records of the Custodian. All instructions, notices, or communications, written or otherwise, required to be given by the Depositor (or following the death of the Depositor, the Beneficiary) to the Custodian shall be mailed, delivered, or provided to the Custodian at its designated mailing address, including an electronic address if authorized by the Custodian, as specified on the Application or Account statement (or such other address as the Custodian may specify), and no such instruction, notice, or communication shall be effective until the Custodian's actual receipt thereof.

15. Effect of Instructions, Notices, and Communications.

- (a) *General.* The Custodian shall be entitled to rely conclusively upon, and shall be fully protected in any action or non-action taken in good faith in reliance upon, any instructions, notices, communications, or instruments, written or otherwise, believed to have been genuine and properly executed. Any such notification may be proved by original copy or reproduced copy thereof, including, without limitation, a copy produced by photocopying, facsimile transmission, electronic record, or electronic imaging. For purposes of this Agreement, the Custodian may (but is not required to) give the same effect to a telephonic instruction or an instruction received through electronic commerce as it gives to a written instruction, and the Custodian's action in doing so shall be protected to the same extent as if such telephonic or electronic commerce instructions were, in fact, a written instruction. Any such instruction may be proved by audio recorded tape, data file, or electronic record maintained by the Custodian, or other means acceptable to the Custodian, as the case may be.
- (b) *Incomplete or Unclear Instructions.* If the Custodian receives instructions or other information relating to the Depositor's (or following the death of the Depositor, the Beneficiary's) Custodial Account that are, in the opinion of the Custodian, incomplete or not clear, the Custodian may request instructions or other information from the Depositor (or the Depositor's Authorized Agent, or after the death of the Depositor, the Beneficiary) or the Depositor's Employer, as the case may be. Pending receipt of any such instructions or other information, the Custodian shall not be liable to anyone for any loss resulting from any delay, action, or inaction on the part of the Custodian. In all cases, the Custodian shall not have any duty to question any such instructions or information from a Depositor (or the Depositor's Authorized Agent, or the Beneficiary) or a Depositor's Employer relating to a Depositor's Custodial Account or to otherwise advise the Depositor (or the Depositor's Authorized Agent, or the Beneficiary) or the Depositor's Employer regarding any matter relating thereto.

16. Tax Matters.

- (a) *General.* The Custodian shall submit required reports to the Internal Revenue Service, to the Depositor's Employer, and to the Depositor (or the Depositor's Authorized Agent, or, after the death of the Depositor, the Beneficiary); provided, however, that such individual shall prepare any return, report, or notice required in connection with maintaining the Account, or as a result of liability incurred by the Account for tax on unrelated business taxable income.
- (b) *Annual Report.* As required by the Internal Revenue Service, the Custodian shall deliver to the Depositor (or following the death of the Depositor, the Beneficiary) a report(s) of certain transactions effected in the Custodial Account and the fair market value of the assets of the Custodial Account as of the close of the calendar year. Unless the Depositor (or the Depositor's Authorized Agent, or, after the death of the Depositor, the Beneficiary) sends the Custodian written objection to a report within ninety (90) days of receipt, the Depositor (the Authorized Agent, or, after the death of the Depositor, the Beneficiary) shall be deemed to have approved of such report, and the Custodian and the Company, and their officers, employees, and agents shall be forever released and discharged from all liability and accountability to anyone with respect to their acts, transactions, duties, and responsibilities as shown on or reflected by such report(s). The Company shall not incur any liability in the event the Custodian does not satisfy its obligations as described herein.
- (c) *Tax Withholding.* Any distributions from the Custodial Account may be made by the Custodian net of any required tax withholding. If permitted by the Custodian, any distributions from the Custodial Account may be made net of any voluntary tax withholding requested by the Depositor (or, if permitted by the Custodian, the Authorized Agent, or, following the death of the Depositor, the Beneficiary). The Custodian shall be under no duty to withhold any excise penalty that may be due as a result of any transaction within the Custodial Account.

17. Spendthrift Provision. Subject to Section 10 above, any interest in the Account generally shall not be transferred or assigned by voluntary or involuntary act of the Depositor (or, following the death of the Depositor, the Beneficiary) or by operation of law; nor shall any interest in the Account be subject to alienation, assignment, garnishment, attachment, receivership, execution, or levy, except as required by law. However, this Section 17 shall not in any way be construed to, and the Custodian is in no way obligated or expected to, commence or defend any legal action or proceeding in connection with this Agreement or the Custodial Account. Commencement of legal action or proceeding or defense shall be solely the responsibility of the Depositor (or, following the death of the Depositor, the Beneficiary) unless agreed upon by the Custodian and Depositor (or, following the death of the Depositor, the Beneficiary), and unless the Custodian is fully indemnified for doing so to the Custodian's satisfaction. Notwithstanding the foregoing, in the event of a property settlement between a Depositor (or, following the death of the Depositor, the Beneficiary) and his or her former spouse pursuant to which the transfer of a Depositor's (or, following the death of the Depositor, the Beneficiary's) interest hereunder, or a portion thereof, is incorporated in a divorce decree or in a instrument, written or otherwise, incident to such divorce or legal separation, then the interest so decreed by a Court to be the property of such former spouse shall be transferred to a separate custodial account for the benefit of such former spouse, in accordance with Section 408(d)(6) of the Code. In the event the Custodian is directed to distribute assets from the Custodial Account pursuant to a court order or levy, the Custodian shall do so in accordance with such order or levy and Section 10 above, and the Custodian shall not incur any liability for distributing such assets of the Account.

18. Fees and Expenses

- (a) *General.* The fees of the Custodian for performing its duties hereunder shall be in such amount as it shall establish from time to time, as communicated on the Schedule of Fees that accompanies this Agreement, or in some other manner acceptable to the Custodian. All such fees, as well as expenses (such as, without limitation, fees for special legal services, taxes levied or assessed, or expenses in connection with the liquidation or retention of all or part of a rollover contribution) shall be collected by the Custodian from cash available in the Custodial Account, or if insufficient cash shall be available, by sale or withdrawal of sufficient assets in the Custodial Account and application of the sales proceeds or funds withdrawn to pay such fees and expenses. Alternatively, but only with the consent of the Custodian, fees and expenses may be paid directly to the Custodian by the Depositor (or the Depositor's Authorized Agent, or, after the death of the Depositor, the Beneficiary) by separate check. Notwithstanding the foregoing, if permitted by the Custodian and if the Employer has designated the Custodian to serve as a designated financial institution under Section 408(p)(7) of the Code in the manner prescribed by the IRS, and the Custodian has accepted such designation as evidenced by written acceptance mailed to the Employer, the Depositor may request in a form and manner acceptable to the Custodian that certain assets in the Depositor's Custodial Account be transferred without cost or penalty to the Depositor to another SIMPLE-IRA designated by the Depositor (or, if the two-year period has elapsed, to another IRA designated by the Depositor) maintained for the Depositor's benefit, pursuant to the procedures described in the summary description delivered to the Depositor by the Depositor's Employer.
- (b) *Advisor Fees.* The Custodian shall, upon direction from the Depositor (or the Depositor's Authorized Agent, or, after the death of the Depositor, the Beneficiary) disburse from the Custodial Account payment to the Depositor's registered investment advisor any fees for financial advisory services rendered with regard to the assets held in the Account. Any such direction must be provided in a form and manner acceptable to the Custodian. The Custodian shall be entitled to rely conclusively upon, and shall be fully protected in any action or non-action taken in full faith reliance upon, any such fee disbursement direction.
- (c) *Sale of Assets /Withdrawal of Funds.* Whenever it shall be necessary in accordance with this Section 18 to sell assets or withdraw funds in order to pay fees or expenses, the Custodian may sell or withdraw any or all of the assets credited to the Custodial Account at that time, and shall invest the portion of the sales proceeds/funds withdrawn remaining after collection of the applicable fees and expenses therefrom in accordance with Section 2. The Custodian shall not incur any liability on account of its sale or retention of assets under such circumstances.

19. Voting with Respect to Securities. The Custodian shall deliver to the Depositor (or, following the death of the Depositor, the Beneficiary) all prospectuses and proxies that may come into the Custodian's possession by reason of its holding of Investment Company Shares or Other Funding Vehicles in the Custodial Account. The Depositor (or the Depositor's Authorized Agent, or, following the death of the Depositor, the Beneficiary) may direct the Custodian as to the manner in which any Investment Company Shares or Other Funding Vehicles held in the Custodial Account shall be voted with respect to any matters as to which the Custodian as holder of record is entitled to vote, coming before any meeting of

shareholders of the corporation that issued such securities, or of holders of interest in the Investment Company or corporation that issued such Investment Company Shares or Other Funding Vehicles. All such directions shall be in a form and manner acceptable to the Custodian, and delivered to the Custodian or its designee within the time prescribed by it. The Custodian shall vote only those securities and Investment Company Shares with respect to which it has received timely directions from the Depositor (or the Depositor's Authorized Agent, or the Beneficiary); provided, however, that by establishing (or having established) the Custodial Account, the Depositor authorizes the Custodian to vote any Investment Company Shares held in the Custodial Account on the applicable record date, for which no timely instructions are received, in the same proportions as the Custodian has been instructed to vote the Investment Company Shares held in the Custodial Accounts for which it has received timely instructions, but effective solely with respect to votes before January 1, 2003, only to the extent that such vote is necessary to establish a quorum.

20. Limitations on Custodial Liability and Indemnification.

Neither the Custodian, the Company, nor any agent or affiliate thereof provides tax or legal advice. Depositors, Beneficiaries, and Authorized Agents are strongly encouraged to consult their attorney or tax advisor with regard to their specific situation. The Depositor (or, following the death of the Depositor, the Beneficiary) and the Custodian intend that the Custodian shall have and exercise no discretion, authority, or responsibility as to any investment in connection with the Account, and the Custodian shall not be responsible in any way for the purpose, propriety, or tax treatment of any contribution, or of any distribution, or any other action or non-action taken pursuant to the Depositor's direction (or that of the Depositor's Employer, Authorized Agent, or, after the death of the Depositor, the Beneficiary). The Depositor (or, following the death of the Depositor, the Beneficiary) who directs the investment of his or her Account shall bear sole responsibility for the suitability of any directed investment and for any adverse consequences arising from such an investment, including, without limitation, the inability of the Custodian to value or to sell an illiquid investment, or the generation of unrelated business taxable income with respect to an investment. Unless the Depositor (the Authorized Agent or the Beneficiary) sends the Custodian written objection to any statement, notice, confirmation, or report within ninety (90) days of receipt from the Custodian, the Depositor (the Authorized Agent or the Beneficiary) shall be deemed to have approved of such statement, notice, confirmation, or report, and the Custodian and the Company, and their officers, employees, and agents shall be forever released and discharged from all liability and accountability to anyone with respect to their acts, transactions, duties, and responsibilities as shown on or reflected by such statement, notice, confirmation or report(s). To the fullest extent permitted by law, the Depositor (the Depositor's Authorized Agent, or, following the death of the Depositor, the Beneficiary) shall at all times fully indemnify and save harmless the Custodian, the Company and their agents, affiliates, successors, and assigns, and their officers, directors, and employees, from any and all liability arising from the Depositor's (the Depositor's Authorized Agent's, or, following the death of the Depositor, the Beneficiary's) direction, and from any and all other liability whatsoever that may arise in connection with this Agreement except liability arising from gross negligence or willful misconduct on the part of the indemnified person. The Custodian shall not have any responsibility or liability for the actions or inaction of any successor or predecessor custodian of this Account.

21. Delegation to Agents. The Custodian may delegate to one or more entities the performance of recordkeeping, ministerial, and other services in connection with the Custodial Account, for a reasonable fee (to be paid by the Custodian and not by the Custodial Account). Any such agent's duties and responsibilities shall be confined solely to the performance of such services, and shall continue only for so long as the Custodian named in the Application (or its successor) serves as Custodian or otherwise deems appropriate. Although the Custodian shall have no responsibility to give effect to a direction from anyone other than the Depositor (or, following the death of the Depositor, the Beneficiary), the Custodian may, in its discretion, establish procedures pursuant to which the Depositor (or, following the death of the Depositor, the Beneficiary), may delegate, in a form and manner acceptable to the Custodian, to a third party any or all of the Depositor's (or, following the death of the Depositor, the Beneficiary's) powers and duties hereunder. Any such third party to whom the Depositor (or, following the death of the Depositor, the Beneficiary) has so delegated powers and duties shall be treated as the Depositor (or, following the death of the Depositor, the Beneficiary) for purposes of applying the preceding sentences of this paragraph and the provisions of this Agreement.

22. Amendment of Agreement. The Custodian may amend this Agreement in any respect at any time (including retroactively), so that the Agreement may conform with applicable provisions of the Code, or with any other applicable law as in effect from time to time, or to make such other changes to this Agreement as the Custodian deems advisable. Any such amendment shall be effected by delivering to the Custodian and to the Depositor (or, following the death of the Depositor, the Beneficiary) at his or her last known address, including an electronic address (as shown in the records of the Custodian) a copy of such amendment or a restatement of this Custodial Agreement. The Depositor (or, following the death of the Depositor, the Beneficiary) shall be deemed to consent to any such

amendment(s) if he or she fails to object thereto by notice to the Custodian in a form and manner acceptable to the Custodian within thirty (30) calendar days from the date a copy of such amendment(s) or restatement is delivered to the Depositor (or, following the death of the Depositor, the Beneficiary) to terminate the Custodial Account and distribute the proceeds, as so directed by the Depositor (or, following the death of the Depositor, the Beneficiary).

23. Resignation or Removal of Custodian. The Company may remove the Custodian at any time, and the Custodian may resign at any time, upon thirty (30) days' notice to the Depositor (or, following the death of the Depositor, the Beneficiary). Upon the removal or resignation of the Custodian, the Company may, but shall not be required to, appoint a successor custodian under this Custodial Agreement; provided that any successor custodian shall satisfy the requirements of Section 408(a)(2) of the Code. Upon any such successor's acceptance of appointment, the Custodian shall transfer the assets of the Custodial Account, to such successor custodian; provided, however, that the Custodian is authorized to reserve such sum of money or property as it may deem advisable for payment of any liabilities constituting a charge on or against the assets of the Custodial Account or on or against the Custodian or the Company. Upon acceptance of such appointment, a successor custodian shall be vested with all authority, discretionary or otherwise, of the Custodian pursuant to this Agreement. The Custodian shall not be liable for the acts or omissions of any successor to it. If no successor custodian is appointed by the Company, the Custodial Account shall be terminated, and the assets of the Account, reduced by the amount of any unpaid fees or expenses, will be distributed to the Depositor (or, following the death of the Depositor, the Beneficiary).

24. Termination of the Custodial Account. The Depositor may terminate the Custodial Account at any time upon notice to the Custodian in a manner and form acceptable to the Custodian. Upon such termination, the Custodian shall transfer the assets of the Custodial Account, reduced by the amount of any unpaid fees or expenses, to the custodian or trustee of another SIMPLE-IRA (within the meaning of Section 408(p) of the Code) or if the two-year period has elapsed, to another IRA designated by the Depositor, as described in Article VIII, Section 9. The Custodian shall not be liable for losses arising from the acts, omissions, delays, or other inaction of any such transferee custodian or trustee. If notice of the Depositor's intention to terminate the Custodial Account is received by the Custodian and the Depositor has not designated a transferee custodian or trustee for the assets in the Account, then the Account, reduced by any unpaid fees or expenses, will be distributed to the Depositor (or, following the death of the Depositor, the Beneficiary).

25. Governing Law. This Agreement, and the duties and obligations of the Company and the Custodian under the Agreement, shall be construed, administered, and enforced according to the laws of the Commonwealth of Massachusetts, except as superseded by federal law or statute.

26. When Effective. This Agreement shall not become effective until acceptance of the Application by or on behalf of the Custodian, as evidenced by a notice to the Depositor.



Fidelity Brokerage Services LLC, Member NYSE, SIPC

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not part of prospectus

Disclosure Statement

The following information is generally applicable for tax years beginning after December 31, 2001, and is provided to you in accordance with the requirements of the Internal Revenue Code, as amended (the "Code") and should be reviewed in conjunction with both the Custodial Agreement and the Application for this Fidelity Savings Incentive Match Plan for Employees Individual Retirement Account ("SIMPLE-IRA"). This SIMPLE-IRA is a custodial account (the "Account") created to provide for the Depositor's retirement.

The terms used in this Disclosure Statement shall have the meanings set forth in Article VIII of the Custodial Agreement for this SIMPLE-IRA, unless a different meaning is clearly required by the context. Except as clearly indicated otherwise or as clearly required by the context, "you" and "your" refer to the Depositor/Account Owner for whose benefit the Account is originally established. Following the death of the Depositor, the Beneficiary(ies) must establish an IRA Beneficiary Distribution Account, the terms and conditions of which are governed by the Fidelity IRA Custodial Agreement and Disclosure Statement. **Neither the Custodian, the Company, nor any affiliate or agent thereof provides tax or legal advice. As a result, you are strongly encouraged to seek competent tax or legal advice with respect to any and all matters pertaining to this SIMPLE-IRA with regard to your specific situation, as such matters may result in adverse tax consequences and/or penalties.**

Right to Revoke. If you do not receive this Disclosure Statement at least seven (7) calendar days prior to the establishment of this SIMPLE-IRA, you may revoke this Account by mailing or delivering a request for revocation, in a form and manner acceptable to the Custodian, within seven (7) calendar days after the establishment date of your Account. You will be deemed to have received this Disclosure Statement unless a request to receive this information is made to the Custodian at the location below within seven (7) calendar days following acceptance by the Custodian of your IRA as evidenced by or on behalf of the Custodian. Your revocation request must be delivered in a form and manner acceptable to the Custodian to:

Fidelity Investments
P.O. Box 770001
Cincinnati, OH 45277-0035
Attn: Distribution Services

Or

Fidelity Investments
2300 Litton Lane KH2GC
Hebron, KY 41048-9397

Upon revocation, you will receive a full refund of your initial contribution (or transfer of assets, as applicable), including sales commissions (if any) and/or administrative fees. If you have any questions relative to revoking your SIMPLE-IRA, please call our 24-hour toll-free number 1-800-544-4774.

Types of IRAs. The following account types are available under the Fidelity SIMPLE-IRA Custodial Agreement and Disclosure Statement:
SIMPLE-IRA. Your SIMPLE-IRA is a Custodial Account created for your exclusive benefit to receive contributions under your Employer's Savings Incentive Match Plan for Employees plan described in Section 408(p) of the Code (a "SIMPLE Plan"). Your SIMPLE-IRA may also qualify as a "Transfer SIMPLE-IRA" in which assets previously contributed under a SIMPLE Plan other than a Fidelity SIMPLE-IRA can be held. Your interest in the Account is 100% vested and nonforfeitable.

Note: For purposes of this Disclosure Statement, "**Compensation**" refers to wages, salaries, professional fees, or other amounts derived from or received for personal service actually rendered and includes the earned income of a self-employed individual, and any alimony or separate maintenance payment includible in your gross income. For self-employed individuals, compensation means earned income. "**Adjusted Gross Income**" ("AGI") is determined prior to adjustments for personal exemptions and itemized deductions. For purposes of determining the IRA Deduction, AGI is modified to take into account deductions for IRA contributions, taxable benefits under the Social Security and Railroad Retirement Acts, and passive loss limitations under Code Section 469, except that you should disregard Code Sections 135, 137, 911.

Account Information.

Designation of Beneficiary. You should designate a Beneficiary(ies) to receive the balance of your SIMPLE-IRA upon your death. The Beneficiary(ies) must be designated on your SIMPLE-IRA Application, or in another form and manner acceptable to the Custodian. Upon your death, the assets remaining in your SIMPLE-IRA will be distributed to the Beneficiary(ies) previously named by you on record with the Custodian in accordance with the provisions of the Fidelity IRA Custodial Agreement. If a beneficiary you designate is not a U.S. citizen or other U.S. Person (including a resident alien individual) at the time of your death, distribution options from the SIMPLE-IRA and the tax treatment of such distributions may be more restrictive. Please refer to Article VIII of your Custodial Agreement ("Designation of Beneficiary") for more information.

Investment of Account. The assets in your Account will be invested in accordance with directions communicated from you (or your Authorized Agent, if any, or, after your death, the Beneficiary), or through your Employer. You should read any publicly available information (e.g., prospectuses, annual reports) which would enable you to make an informed investment decision, and take into consideration your overall investment portfolio, your tolerance for risk, the time frame of your investments and the various tax consequences of your actions. You should periodically review your investments, and make any adjustments that you feel may be necessary. If no investment instructions are received from you (or your Authorized Agent), or if the instructions received are, in the opinion of the Custodian, unclear, or may result in an erroneous transaction, you (or your Authorized Agent, if any) or your Employer may be requested to provide investment instructions or other instructions. In the absence of such instructions or information, all or part of your contribution may (a) remain uninvested pending instructions or information from you or your Authorized Agent, if any, (b) be returned to you, (c) be invested in Money Market Shares, which strive to maintain a stable \$1 per share balance, or (d) be returned to your Employer. No part of your SIMPLE-IRA may be invested in life insurance or be commingled with other property, except in a common trust fund or common investment fund. Keep in mind that with respect to investments in investment company shares (i.e., mutual funds) or other securities held in your Account, growth in the value of your Account cannot be guaranteed or projected.

Eligibility. Employees and self-employed individuals who satisfy the eligibility requirements under the Employer's SIMPLE Plan are eligible to have contributions under such plan made to a SIMPLE-IRA. All employees of the Employer who received at least \$5,000 in compensation from the Employer during any two (2) preceding calendar years and who are reasonably expected to receive at least \$5,000 in compensation for the current year must be eligible to participate in the Employer's SIMPLE Plan for the calendar year. An Employer may impose less restrictive requirements for participation, but may not impose any additional requirements for participation in the SIMPLE Plan. Employees and self-employed individuals who participate in a SIMPLE Plan by making salary reduction contributions or by receiving an Employer matching or nonelective contribution are still eligible to contribute to a Traditional IRA or a Roth IRA, but for purposes of making a deductible IRA contribution, will be considered an active participant in an employer-sponsored retirement plan.

Contributions.

General. Only contributions made pursuant to a SIMPLE Plan (other than rollover contributions described below) can be made to a SIMPLE-IRA, and the SIMPLE-IRA cannot accept any other type of contributions. Contributions (other than rollover contributions described below) must be made in "cash" and not in "kind." Therefore, securities or other assets already owned cannot be contributed to a SIMPLE-IRA but must be converted to cash and then contributed. No part of your contribution may be invested in life insurance or be commingled with other property, except in a common trust fund or common investment fund.

Types of Contributions

Salary Reduction Contributions. If you are eligible to participate in your Employer's SIMPLE Plan, you are permitted to make salary reduction contributions if you elect to do so by entering into a salary reduction agreement with your Employer. A salary reduction contribution is generally expressed as a percentage of compensation or a specific dollar amount that you elect to have contributed to your SIMPLE-IRA instead of receiving that amount in cash. Salary reduction contributions cannot exceed the maximum amount allowed under current law. You can stop salary reduction contributions at any time during the year by notifying your Employer. You must generally wait until the Election Period, as described in your Summary Description, to resume or modify a salary reduction agreement, but your Employer will notify you of other times when you may resume or modify a salary reduction agreement.

Catch-Up Contributions. If you are at least age 50 by December 31 of the calendar year to which a contribution relates, you are eligible to make a "catch-up" contribution to your Fidelity SIMPLE-IRA in addition to your salary reduction contributions. Catch-up contributions are subject to the annual contribution limits explained below. It is your responsibility to ensure that you meet the requirements for making a catch-up contribution, and for ensuring that you do not exceed the limits as applicable.

Annual SIMPLE-IRA Salary Reduction and Catch-up Contribution Limits. The maximum annual contribution limits for SIMPLE-IRA contributions for the following tax years are:

Tax Years	Annual SIMPLE-IRA Contribution Limit	Annual SIMPLE-IRA Catch-Up Contribution Limit for Depositor at Least Age 50	Maximum Annual SIMPLE-IRA Contribution Limit for Participants at Least Age 50 (including Catch-Up)
2012	\$11,500	\$2,500	\$14,000
2013	\$12,000	\$2,500	\$14,500

Employer Matching Contributions. If you are eligible to participate in your Employer's SIMPLE Plan, your Employer is generally required to make a matching contribution on your behalf in an amount equal to your salary reduction contributions, up to 3% of your compensation, for the applicable calendar year. The Employer can elect to reduce this matching contribution to no less than 1% of your compensation, provided the Employer notifies you of this reduced limit within a reasonable period of time before the Election Period for the Plan Year the reduction is effective, and such a reduction in matching contributions has not occurred in more than two out of the last five years that ends with (and includes) the year for which the election is effective. The maximum Employer matching contribution cannot exceed the maximum amount allowed under current law as adjusted by the Internal Revenue Service for increases in the cost of living.

Employer Nonelective Contributions. If you are eligible to participate in your Employer's SIMPLE Plan, your Employer may make a nonelective contribution for equal to 2% of your compensation, without regard to whether you elected to make salary reduction contributions for the applicable calendar year. This contribution would be made instead of any matching contribution by your Employer. Your Employer must notify you that a 2% nonelective contribution will be made instead of a matching contribution within a reasonable period of time before the Election Period for the applicable Plan Year.

Rollover Contributions. You may roll over contributions from other SIMPLE-IRAs which consist of cash, and the Custodian may, but shall not be obligated to, accept all or any part of any other rollover contribution from a SIMPLE-IRA to your Fidelity SIMPLE-IRA. You must designate each proposed rollover contribution as such to the Custodian, and such contribution must qualify as a rollover contribution within the meaning of Section 408(d)(3) of the Code. After the two-year period, you may roll over distributions from your Account to another SIMPLE-IRA, IRA (other than a SIMPLE-IRA), or to certain employer-sponsored retirement plans that accept such rollovers. You are strongly encouraged to seek tax advice regarding all rollover contributions.

Timing of Contributions. Salary reduction contributions are made prospectively on a calendar-year basis. Your Employer must deposit your salary reduction contributions to your SIMPLE-IRA as soon as they can reasonably be segregated from the Employer's general assets, but in no event later than 30 days following the last day of the month that your salary reduction contributions would otherwise have been paid to you in cash. Your Employer's matching or nonelective contributions must be deposited to your SIMPLE-IRA by your Employer's income tax filing deadline including extensions for the year for which the contributions are being made. So long as you are still employed and are receiving Compensation from your Employer, you can continue to participate in your Employer's SIMPLE Plan beyond age 70½ if you continue to meet the eligibility requirements under the SIMPLE Plan.

Excess Contributions. Contributions (including an improper rollover or a salary reduction contribution) to your SIMPLE-IRA that exceed the maximum allowable per tax year are considered excess contributions. An excess tax of 6% of the excess amount will be incurred for each calendar year in which the excess contribution remains in your SIMPLE-IRA. You may correct the excess contribution and avoid the 6% penalty tax for that year by withdrawing the excess contribution and its earnings, if any, from the SIMPLE-IRA by providing a request to the Custodian in a form and manner acceptable to the Custodian on or before the due date, including extensions, for filing your federal income tax return for the year in which you made the excess contribution. Alternatively, your Employer may correct excess or erroneous contributions made on your behalf by providing the Custodian a request in a form and manner acceptable to the Custodian requesting that the Custodian return the excess or erroneous contribution. Such request shall be deemed to be your instruction to the Custodian to correct the excess or erroneous contribution by withdrawing the excess or erroneous contribution and its earnings from your SIMPLE-IRA.

The amount of the excess contribution withdrawn will not be considered a premature distribution nor (except in the case of a salary reduction contribution) be taxed as ordinary income, but any earnings on such excess contribution that are withdrawn will be taxed as ordinary income to you for the year in which the distribution was made. In addition, income earned on such excess contribution may be subject to a 10% premature distribution penalty. This nondeductible penalty may be increased to 25% if the distribution occurs within a two-year period beginning on the date that you first received contributions in your SIMPLE-IRA under the SIMPLE Plan maintained by your Employer (the two-year period). Excess contributions attributable to salary reduction contributions are includible in your gross income in the calendar year of deferral. If you withdraw the excess contribution attributable to salary reduction contributions on or before April 15 following the calendar year to which the contribution relates, the allocable income is not subject to the 10% premature distribution penalty. The 6% penalty tax will be imposed on excess contributions for each year the excess contribution remains in the SIMPLE-IRA. It is your responsibility to see that excess contributions are corrected in a timely and proper manner.

Note: The IRS has not released the rules regarding excess or erroneous contributions to SIMPLE-IRAs. As a result, some modifications to the provisions contained herein may be required in order to comply with regulatory requirements under Section 408(p) of the Code. You are encouraged to seek competent tax advice from your tax advisor or tax lawyer before correcting excess or erroneous contributions.

Tax credit for IRA contributions. You may be able to receive a tax credit for your contribution to your SIMPLE-IRA. The maximum annual contribution amount eligible for the credit is \$2,000. Eligibility for the credit, which is a percentage of the contribution amount, is determined by your AGI as indicated in the chart below.*

*SAVER's AGI limits will be indexed for cost-of-living in \$500 increments.

Joint Filers (AGI)	Heads of Households (AGI)	All Other Filers* (AGI)	Credit Rate	Maximum Credit
\$0–\$35,500	\$0–\$26,625	\$0–\$17,750	50%	\$1,000
\$35,501–\$38,500	\$26,626–\$28,875	\$17,751–\$19,250	20%	\$400
\$38,501–\$59,000	\$28,876–\$44,250	\$19,251–\$29,500	10%	\$200
Over \$59,000	Over \$44,250	Over \$29,500	0%	\$0

Distributions.

General. Distributions from the SIMPLE-IRA will be made only upon your request (or, with prior consent of the Custodian, the request of your Authorized Agent, if any), in a form and manner acceptable to the Custodian. However, the Custodian may make a distribution from the SIMPLE-IRA without such instruction if directed to do so by a court order or levy. Distributions can be made at any time, but must meet certain minimum distribution requirements, as more fully explained below. Distributions from your Account will be included in your gross income for federal income tax purposes for the year in which the distribution is made. If permitted by the Custodian, you may be eligible to request that certain distributions be made through the telephone redemption or SIMPLE-IRA checkwriting service, or in another form or manner acceptable to the Custodian.

Methods of Distributions. Assets may be distributed from your Account according to one or more of the following methods selected by you (or your Authorized Agent, if any, or after your death, the Beneficiary, executor or administrator): (a) total distribution, (b) partial distribution, (c) distribution over a certain period, or (d) purchase of an annuity contract. (See Article IV of your SIMPLE-IRA Custodial Agreement for a full description of these distribution methods.)

Premature Distributions. Distributions from your SIMPLE-IRA made before you reach age 59½ will be subject to a 10% nondeductible penalty tax (in addition to being taxable as ordinary income) unless the distribution is an exempt withdrawal of an excess contribution, or the distribution is rolled over to another SIMPLE-IRA (or, after the two-year period, a Traditional IRA) that is eligible to receive such rollover, or the distribution is made on account of your death or disability. Exceptions to the 10% early withdrawal penalty may also be available to SIMPLE-IRA owners if certain requirements are satisfied including:

- part of a series of substantially equal periodic payments made not less frequently than annually over your life or life expectancy, or the joint life expectancies of you and your Beneficiary,
- for qualified medical purposes in excess of 7.5% of your AGI,
- to cover qualified health insurance premiums of certain unemployed individuals,
- used to acquire a first-time principal residence (subject to a \$10,000 lifetime limit from all your IRAs), for you, as Depositor, your spouse, your or your spouse's children, grandchildren, or ancestors,
- used to pay qualified higher education expenses for you, your spouse, your children, or your grandchildren, or the children or grandchildren of your spouse, or
- is made on account of an IRS levy, as described in Code Section 6331.

To the extent a premature penalty applies to any distribution taken from your SIMPLE-IRA, this nondeductible penalty tax will be increased to 25% if the distribution occurs within the two-year period described above.

The Custodian is permitted to rely on its own records in determining whether a distribution from your SIMPLE-IRA is subject to the 25% penalty applicable to a distribution. If you established your SIMPLE-IRA with a rollover or transfer from another SIMPLE-IRA, the Custodian may, but is not required to, confirm the date contributions were first deposited to your SIMPLE-IRA under the SIMPLE Plan maintained by your Employer from a previous account statement or other information the Custodian may deem necessary to confirm the date contributions were first made to your SIMPLE-IRA under the SIMPLE Plan maintained by your Employer. You should consult with your tax advisor to see if an exception to this penalty applies before requesting any distribution prior to age 59½.

Minimum Distributions

General. It is your responsibility to ensure that required distributions are timely and are in amounts which satisfy the IRS requirements under Code Sections 408(a)(6) and 401(a)(9) and the related IRS regulations. Once distributions are required to begin, they must not be less than the amount each year which would exhaust the value of the Account over the required distribution period, which is generally determined according to the applicable life expectancy tables specified by the IRS. You may be subject to a 50% excise tax on the amount by which the distribution you actually received in any year falls short of the minimum distribution required for the year.

Lifetime MRDs for SIMPLE-IRA Depositors. If you are a Depositor, you must begin receiving distributions of the assets in the Account by April 1 of the year following the year in which you reach age 70½. This is called your "Required Beginning Date" ("RBD"). Minimum required distributions must continue to be made by December 31 of each subsequent year, including the year in which you, as Depositor, are required to take your first minimum required distribution. If you, as Depositor, maintain more than one IRA (Roth IRAs excluded), you may take from any of your IRAs the aggregate amount to be withdrawn. Please refer to Article IV of your Custodial Agreement ("Distributions from Your Account") for additional information on minimum required distributions.

Distributions after the Death of the Depositor. If you are a Beneficiary and have inherited an IRA from a Depositor who died after reaching RBD, you must generally begin receiving distributions by December 31 of the year following the year of the Depositor's death. Special rules apply for spousal beneficiaries and entity beneficiaries. Special rules may also apply to beneficiaries who are not citizens or other persons of the United States. Successor Beneficiaries must continue distributions under the original Beneficiary's payment schedule, unless faster distribution is required. Please refer to Article IV of your Custodial Agreement for additional information on death distribution requirements.

Rollover Treatment. Distributions from your SIMPLE-IRA representing all or any part of the assets in your SIMPLE-IRA are also eligible for rollover treatment to another SIMPLE-IRA. You may roll over all or any part of the same property from this distribution of assets, within 60 days of receipt, into another SIMPLE-IRA, and maintain the tax-deferred status of these assets. Provided the two-year period has elapsed, you may also roll over all or any part of the same property from this distribution of assets, within 60 days of receipt, into an IRA or individual retirement annuity, or another employer-sponsored plan that accepts such rollovers and maintain the tax-deferred status of these assets. A 60-day rollover can be made from a SIMPLE-IRA only once every 12 months. All or any part of an amount distributed for a qualified first-time home purchase of a principal residence which does not materialize can be returned or rolled over to a SIMPLE-IRA. In such instance, the 60 days is extended to 120 days, and the rollover will not count for purposes of the "once every twelve months" rule mentioned above. Since failed or erroneous rollovers can result in significant tax consequences and possible penalties, you should speak with a tax advisor before initiating a rollover.

Conversion of Distributions from the Account. After the expiration of the two-year period beginning on the date you first received contributions under the SIMPLE-IRA plan maintained by your employer, you may convert any or all distributions from the Account which consist of cash, for deposit into a Roth IRA ("Conversion Amount(s)"), if your AGI (single or joint) is \$100,000 or less for a taxable year. Conversions can be made by means of a 60-day rollover or a trustee-to-trustee transfer. If you have reached age 70½, you must satisfy your minimum required distribution with respect to your SIMPLE-IRA prior to making a conversion contribution for such year. Any minimum distribution from the Account required by Sections 408(a)(6) and 401(a)(9) of the Code and applicable regulations for the year of the conversion cannot be converted to a Roth IRA. For taxable years beginning before January 1, 2005, you are required to include the amount of your minimum required distribution in your AGI when determining if your AGI is \$100,000 or less. You will be subject to income tax on any Conversion Amount. The Conversion Amount will not be subject to the premature distribution penalty described above. If taxes are withheld from your Roth IRA Conversion, the amount withheld may be subject to the 10% early withdrawal penalty unless an exception applies. In addition, the withholding amount may make you ineligible to convert as the withheld amounts are taken into account when determining your Adjusted Gross Income for Roth Conversion eligibility.

*single filers and married taxpayers filing separately

Recharacterization of Converted Amounts. You may elect, in a form and manner acceptable to the Custodian, to transfer (“recharacterize”) via a trustee-to-trustee transfer, any amounts converted to a Roth IRA to be held in the Account under this Agreement. Recharacterizations must be completed by your deadline (generally April 15) including extensions for filing your federal income tax return for the year for which the conversion contribution to the Roth IRA relates or a later date as authorized by the IRS. Any net income attributable to a contribution that is recharacterized must be transferred to your SIMPLE-IRA. The amount(s) that is recharacterized is treated as having been originally contributed to your SIMPLE-IRA on the same date and for the same taxable year that the amount was contributed to your Roth IRA. For tax years beginning on or after January 1, 2000, you may not reconvert an amount previously converted and recharacterized before the later of January 1 of the taxable year following the taxable year in which the conversion is made, or the end of the thirty (30) day period beginning on the day you complete a recharacterization back to the original IRA. Beginning January 1, 2000, and thereafter, a reconversion of an amount that has been converted and recharacterized prior to January 1 of the taxable year following the taxable year in which the conversion was made, or, if later, the end of the thirty (30) day period beginning on the day the recharacterization occurs will be treated as a “failed conversion.” You are strongly encouraged to consult a competent tax advisor before initiating any reconversion(s) or recharacterization(s).

Miscellaneous.

Other Considerations with Respect to the Account.

Use of a Designated Financial Institution. You are free to establish your SIMPLE-IRA with the custodian or trustee of your choice, unless your Employer chooses a designated financial institution for the SIMPLE Plan and requires all SIMPLE contributions to be made to SIMPLE-IRAs with a particular financial institution. In order for your Employer to use a designated financial institution, the Employer and that particular financial institution must agree that the financial institution will be a designated financial institution. In doing so, the financial institution must also agree that your SIMPLE-IRA contributions will be transferred to another SIMPLE-IRA (or, after the two-year period, to any other IRA) without cost or penalty to you, including liquidation fees, transaction fees, commissions, and loads. If the Custodian has agreed to be a designated financial institution for an Employer’s SIMPLE Plan, each participant in the Employer’s plan will be given written procedures for requesting transfers without costs or penalties.

Divorce or Legal Separation. If all or any portion of your Account is awarded to a spouse or former spouse pursuant to divorce or legal separation, such portion can be transferred to an IRA in the receiving spouse’s name. This transaction can be processed without any tax implications to you provided a written instrument specifically directing such transfer is executed by a court incident to the divorce or legal separation in accordance with Section 408(d)(6) of the Code is received and accepted by the Custodian. The Custodian may in its discretion require other direction from you and the recipient of any portion of your SIMPLE-IRA.

Fees and Expenses. Fees and other expenses of maintaining your Fidelity SIMPLE-IRA Account are described in the Schedule of Fees which accompanies this Disclosure Statement (or in some other manner acceptable to the Custodian) and may be changed from time to time, as provided in the Custodial Agreement.

Prohibited Transactions. If any of the events prohibited by Section 4975 of the Code (such as any sale, exchange or leasing of any property between you and your SIMPLE-IRA) occurs during the existence of your SIMPLE-IRA, your Account will be disqualified and the entire balance in your Account will be treated as if distributed to you as of the first day of the year in which the prohibited event occurs. This “distribution” will be subject to ordinary income tax to the extent taxable and, if you were under age 59½ at the time, this distribution may be subject to the 10% penalty tax on premature distributions. If you have not participated in the SIMPLE Plan maintained by your Employer for the two-year period at the time of this deemed distribution, this penalty tax will be increased to 25%. If you or your Beneficiary use or pledge all or any part of your SIMPLE-IRA as security for a loan, then the portion so pledged will be treated as if distributed to you, and will be taxable to you as ordinary income to the extent taxable and subject to the 10% penalty during the year in which you make such a pledge. If the two-year period beginning on the date that contributions were first deposited to your SIMPLE-IRA under the SIMPLE Plan maintained by your Employer has not elapsed at the time of this deemed distribution, this penalty tax will be increased to 25%.

Other Tax Considerations.

No Special Tax Treatment. No distribution to you or anyone else from your Account can qualify for capital gain treatment under the federal income tax laws. The taxable portion of the distribution is taxed to the person receiving such distribution as ordinary income. There are no special averaging rules applicable to distributions from your Account.

Gift Tax. If you elect during your lifetime to have all or any part of your Account payable to a Beneficiary at or after your death, the election generally will not subject you to any gift-tax liability, but you should check with your tax advisor regarding estate tax consequences.

Tax Withholding. Federal income tax will be withheld from distributions you receive from a SIMPLE-IRA unless you elect not to have tax withheld. However, if SIMPLE-IRA distributions are to be delivered outside of the United States, this withholding tax is mandatory and you may not elect otherwise unless you certify to the Custodian that you are not a U.S. citizen or other U.S. Person (including a resident alien individual). This tax will also be mandatory if you do not provide a valid residential address within the United States. (A post office box is not deemed to be a valid residential address.) Federal income tax will be withheld at a rate of 10% unless a higher rate is elected by you or if non-resident alien withholding applies. In addition, state income taxes may be withheld from your SIMPLE-IRA distributions, if applicable depending on the state of residence indicated in your legal address of record for your SIMPLE-IRA.

Reporting for Tax Purposes. Contributions to your SIMPLE-IRA cannot be deducted by you on your federal tax Form 1040 or 1040A for the taxable year contributed unless you are self-employed and are making such contributions in connection with a SIMPLE Plan that you sponsor as an Employer. Other reporting will be required by you in the event that special taxes or penalties are due. You must also file Treasury Form 5329 (or such other forms as the IRS may require) with the IRS for each taxable year for which the contribution limits are exceeded, a premature distribution takes place, or less than the required minimum amount is distributed from your SIMPLE-IRA. You must report contributions and distributions on such forms as the IRS may require.

IRS Approval. The form of this Savings Incentive Match Plan for Employees Individual Retirement Account is the model government form provided by the IRS known as Form 5305-SA. For more information on SIMPLE-IRAs, refer to IRS Publication 590, Individual Retirement Arrangements (IRAs) or IRS Publication 560, Retirement Plans for Small Business or contact the IRS, as transactions done incorrectly may result in adverse tax consequences.



Things to Know Before Using Your Account

The information in this box is only a summary. Please read the agreement for more complete information.

Using your brokerage retirement account involves risks, for which you assume full responsibility.

As the account owner, you are fully responsible for monitoring your account and for all investment decisions and instructions concerning your account.

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 brokerage retirement 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 or any one of multiple trustees can place any order in a joint account or trust account (including removing all of the assets) without the approval of the other owner(s) or trustee(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 anything incorrect or suspicious concerning your orders, account activity, or statements.
- 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.

The terms of this agreement apply only to certain Fidelity retirement accounts.

This account agreement applies to Fidelity IRAs (including traditional, rollover, and SEP IRAs), Fidelity Roth IRAs, Fidelity SIMPLE-IRAs, and Fidelity Retirement Plan accounts [Profit Sharing, Money Purchase, and Self-Employed 401(k) plans].

Disputes between you and Fidelity are settled by arbitration.

As with most brokerage accounts, 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 an industry self-regulatory organization.

How to Contact Us

For matters concerning your account, including questions, changes, and notifications of errors, contact 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 indicated on the account application.

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 serve as your broker and to maintain an account for you. We agree, subject to our acceptance of an authorized order, to buy, sell, or otherwise dispose of, or acquire, securities for you according to your instructions. We also agree 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, and for all results and consequences of these instructions, including all investment decisions, trading orders, and all instructions placed by you or any other person you authorize
- 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
- 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
- if you use any of our electronic services, or 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, username, and password, 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 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, or using, any optional features or services (including online or other electronic services), to understand and accept the terms associated with them
- to protect Fidelity against losses arising from your use of market data and other information provided by third parties
- to understand that, whenever you invest in, or exchange into, any mutual fund (including any fund serving as your core position), 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 anytime 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

Account Features

Certain features and services are standard with your Fidelity retirement account. Others are optional, and may be added either when you open your account or later. Note that some features and fees vary depending on the nature of your relationship with Fidelity.

Industry regulations require that Fidelity Brokerage Services LLC (FBS) and its clearing firm, National Financial Services LLC (NFS), allocate between them certain functions regarding the administration of your account. The following is a summary of the allocation of those functions performed by FBS and NFS.

FBS is responsible for:

- Obtaining and verifying account information and documentation.
- Opening, approving and monitoring trading and other activity in your account.
- Acceptance of orders and other instructions from you regarding your account, and for promptly and accurately transmitting those orders and instructions to NFS.
- Determining the suitability of investment recommendations and advice, and that those persons placing instructions for your account are authorized to do so. NFS will not give you advice about your investments and will not evaluate the suitability of investments made by you, your investment representative or any other party.
- Operating and supervising your account and its own activities in compliance with applicable laws and regulations, including compliance with federal, industry and NFS margin rules pertaining to your margin account and for advising you of margin requirements.
- Maintaining the required books and records for the services it performs.
- Investigating and responding to any questions or complaints you have about your account(s), confirmations, your periodic statement or any other matter related to your account(s). FBS will notify NFS with respect to matters involving services performed by NFS.

NFS is responsible, at the direction of FBS, for:

- The clearance and settlement of securities transactions.
- The execution of securities transactions, in the event NFS accepts orders from FBS.
- Preparing and sending transaction confirmations and periodic statements of your account (unless FBS has undertaken to do so).
- Acting as custodian for funds and securities received by NFS on your behalf.
- Following the instructions of FBS with respect to transactions and the receipt and delivery of funds and securities for your account.
- Extending margin credit for purchasing or carrying securities on margin.
- Maintaining the required books and records for the services it performs.

Standard Features

Securities Trading

This account is a brokerage account that allows the 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)
- options, although retirement accounts are only eligible for writing covered calls, buying calls/puts, and buying long straddles/strangles/combinations with respect to index and equity options in all cases
- options spreads may be permitted in IRA accounts provided certain conditions are met; please contact your Fidelity Representative for more information

- 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 certain precious metals.

Fidelity may make non-personal historical trading data available to institutional clients on an aggregate basis for analysis purposes (such as trending).

Some investments that **cannot** be traded through your Fidelity retirement account are futures and commodities.

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).

Core Account

Your Fidelity retirement account includes a core account that is used for settling transactions and holding balances awaiting investment. Amounts contributed or received will be invested in the core position.

Newly established Fidelity IRAs (including traditional, rollover, and SEP IRAs), and newly established Fidelity Roth IRAs and Fidelity SIMPLE-IRAs, will utilize a Fidelity money market mutual fund (generally the Fidelity Government Money Market Fund or any other investment vehicle Fidelity might make available for this purpose). Fidelity Cash Reserves is also available after the account has been established. However, during the account opening process, you can affirmatively elect to change this default to an FDIC Insured Deposit Sweep (the "Sweep") provided it is available. Note that inherited IRAs and any IRAs, Roth IRAs, or SIMPLE-IRAs that utilize Fidelity's Portfolio Advisory Services will not have the ability to use the Sweep. For more information about the Sweep, please refer to the FDIC-Insured Deposit Sweep Program Disclosures document, which is attached hereto, incorporated herein, and forms a part of this Agreement.

Once the Fidelity IRA, Fidelity Roth IRA, or Fidelity SIMPLE-IRA is established, you can switch the core account position between the Sweep and the then available Fidelity money market mutual fund core option without restriction. Information about the rates of return on these different options can be found at www.fidelity.com/ira.

Owners of existing Fidelity IRAs (including traditional, rollover, and SEP IRAs), Fidelity Roth IRAs and Fidelity SIMPLE-IRAs, other than inherited IRAs and those IRAs, Roth IRAs, or SIMPLE-IRAs that utilize Fidelity's Portfolio Advisory Services, may also switch the core account position between the Sweep and the then available Fidelity money market mutual fund option without restriction.

For Fidelity Retirement Plan accounts [including Profit Sharing, Money Purchase, and Self-Employed 401(k) plan accounts], the core account position is generally the Fidelity Cash Reserves, or any other investment vehicle Fidelity might make available for this purpose.

If you establish or maintain a Fidelity IRA (including traditional, rollover, and SEP IRAs), a Fidelity Roth IRA, or a Fidelity SIMPLE-IRA and you wish to transfer to or otherwise utilize Fidelity's Portfolio Advisory Services, as a condition of enrolling in Fidelity's Portfolio Advisory Services, your core account position in the Portfolio Advisory Services account will be the then available Fidelity money market mutual fund (generally Fidelity Cash Reserves or any other investment vehicle Fidelity might make available for this purpose). As a result, any balance in the Sweep will be liquidated prior to such a transfer or utilization.

If you maintain a Fidelity IRA (including traditional, rollover, and SEP IRAs), a Fidelity Roth IRA, or a Fidelity SIMPLE-IRA and you wish to establish a relationship with an independent third-party investment adviser that utilizes Fidelity or its affiliates for clearing and custody services and technology support, your core option will be the then available money market mutual fund. As a result, any balance in the Sweep must be liquidated in connection with the establishment of such relationship.

The Sweep is not available in inherited IRAs (including inherited Roth IRAs). Therefore, in connection with the establishment of an inherited IRA, prior to transferring the assets to the inherited IRA, any balance maintained by the deceased IRA depositor in the Sweep will be liquidated.

If your Fidelity IRA, Fidelity Roth IRA, or Fidelity SIMPLE-IRA was established by your employer in accordance with the terms of your workplace savings plan and your employer elected as the core option the then available Fidelity money market mutual fund (generally Fidelity Cash Reserves or any other investment vehicle Fidelity might make available for this purpose), at the time that you activate your employer-established IRA, you will not be able to select the Sweep. Your only core option at that time will be the then available Fidelity money market mutual fund (generally Fidelity Cash Reserves or any other investment vehicle Fidelity might make available for this purpose). However, after you activate your IRA, you may switch the core account position between the Sweep and the then available Fidelity money market mutual fund option without restriction.

Similarly, your core option will be the then available money market mutual fund if you establish a relationship with an independent third-party investment adviser who utilizes Fidelity and its affiliates for clearing and custody services and technology support.

Prior to transferring assets to an inherited IRA following the death of the original IRA depositor, any balance in the Sweep will be liquidated because the Sweep is not available in inherited IRAs.

Statements

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

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

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

We will also 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 account; for these activities, your regular account statement serves in place of a confirmation.

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.

Account Protection

The securities in your account are protected in accordance with the Securities Investor Protection Corporation (SIPC) for up to \$500,000 (including up to \$250,000 for uninvested cash). 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 the SIPC, or to request an SIPC brochure, visit www.sipc.org or call 202-371-8300.

Please note that if you utilize the Sweep, any balance you maintain in your core account is swept to an FDIC-insured position at a bank with which Fidelity has established a relationship (a "Program Bank"). Funds are swept to the Program Bank on the business day following the date that funds are credited to your account. Until funds are swept to the Program Bank, they are covered by SIPC. Once funds are swept to a Program Bank, they are no longer covered by SIPC, but they are eligible for FDIC insurance subject to FDIC insurance coverage limits. For more information about the Sweep, please refer to the FDIC-Insured Deposit Sweep Program Disclosures document, which is attached hereto, incorporated herein, and forms a part of this Agreement.

Optional Features

You can set up these services using your account application. To add them to an existing account, contact Fidelity. Some of these features are covered by their own customer agreements, which are incorporated into this agreement by reference (are legally considered part of this agreement) and will be provided to you as applicable. Note that some services are not available for certain types of accounts.

Checkwriting

Checkwriting is available on certain retirement accounts. Note that cancelled checks are not returned to you, although check imaging may be available.

Electronic Funds Transfer

You may transfer cash in and out of your core account using electronic funds transfer (EFT), which works like an electronic check. You can also arrange for your brokerage account to receive periodic payments from other accounts, or transfers from other sources, such as Automatic Investments.

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 retirement accounts. You can choose to have the service apply to all eligible securities in your account, or only to certain ones. You can request this feature by phone or in writing (for all securities or for individual ones) once you have established your account.

Accessing Your Account

There are a variety of ways you can place orders, access your account, get market and investment information, or contact Fidelity. Online choices include Fidelity.com, Fidelity Active Trader Pro,[®] alerts and wireless trading services, and other interactive services for computers or hand-held 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, seven 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

Custodial Accounts

For accounts opened by a parent, guardian, or custodian for the benefit of a minor: By opening this type of account, you agree that all account assets will be used only for the minor's benefit. Note that the IRA Custodian or Plan Trustee may restrict the use of this type of account.

Account Usage

First Use of a Core Account

If you choose a money market fund for your core position, making your first investment into that fund is your acknowledgment that you have received and read a prospectus or profile prospectus for that fund. Note that your core positions must meet the investment minimums for that fund.

Retirement Account Funding for Canadian Residents

If you have provided Fidelity with an address and/or tax information that indicates that you are a resident of Canada, you warrant and represent to Fidelity that any cash or assets used to fund this account constitute proceeds from an existing IRA or retirement plan account previously established in the United States for your benefit.

Prohibited Uses and Actions

You are strictly prohibited from using your account in conjunction with any business as a broker-dealer, trader, agent, or adviser 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.

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 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 what a given fund company's definition of "excessive trading" is, 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.

How Transactions Are Settled

Credits to Your Account

Any new deposits or proceeds from transactions are automatically swept daily into your core account.

Each check deposited is promptly credited to your core account. However, the money may not be available to use 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). We cannot accept third-party checks.

Debits to Your Account

All debit items (including checks, securities purchases, and electronic transfers of money) are paid daily to the extent that sufficient funds are available. Note that debits to resolve securities transactions or the payment of account fees will be given priority over other debits, such as checks.

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 core account
- any shares in a Fidelity money market fund held in this or another brokerage retirement account that has the same registration (which you authorize us to sell for this purpose when you sign the application)
- any other securities in this or another brokerage retirement account

Money market fund shares used to pay debits are redeemed at the share price in effect at the time (typically \$1.00). For disclosures concerning money market funds, see "Money Market Fund Investments" in the "Disclosures" section of this agreement.

Note that distributions from a Fidelity retirement plan account are subject to certain plan and IRS restrictions.

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 take action as we see fit, including declining 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 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.

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 when they would conflict with the Employee Retirement Income Security Act of 1974 (ERISA) or the Internal Revenue Code of 1986, both as amended.

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.

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 with your own tax advisor concerning any tax implications that may arise as a result of any of these circumstances.

Policies on Optional Features

EFT Transactions

EFT transactions are normally completed within three to seven business days of your request. An EFT transfer may be for between \$10 and \$99,999. The two accounts involved in an EFT transaction must have at least one owner's name in common (and that name must match exactly). To send and receive EFT transactions, your bank must be a member of the Automated Clearing House (ACH) system.

For EFT transactions, you hereby grant us limited power of attorney for purposes of redeeming any shares 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 redemption of shares in your account. You agree that the above appointments and authorizations will continue until we receive written notice of any change at the address listed following "Things to Know Before Using Your Account," 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.

Dividend Reinvestment Program

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 depository 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 which 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), which offers a share price discount (generally up to 5%). To find out which securities are currently available through the DTC, contact Fidelity. Note that the availability through this program of any given security 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

In general, precious metals and other collectibles within the meaning of Section 408(m) of the Internal Revenue Code may not generally be purchased in an IRA or other retirement account except as otherwise permitted under ERISA and the Internal Revenue Code, as applicable, and to the extent permitted by Fidelity. To the extent that collectibles, including precious metals, are held in an underlying trust or other investment vehicle such as an exchange traded fund, it is your responsibility to determine whether or not such an investment is appropriate for an IRA or retirement plan account and whether the acquisition of such investment may result in a taxable distribution from such account under Section 408(m).

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 store precious metals through us, storage fees will apply.

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.

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 transaction confirmations, 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 received 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 (see contact information following "Things to Know Before Using Your Account").

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 volatile securities, 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 especially a risk 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 or contact Fidelity.

- your password 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 an options trading 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 to immediately return the property and any earnings it may have yielded.

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 occur (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 are 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:

- cancellation of an accepted trade in which Fidelity reasonably determines, in its sole discretion, that there was a data, clerical or other similar error in the handling or processing of the trade, including but not limited to a situation where a third party caused such error
- the acceptance and processing of any order placed on your account, whether received electronically or through other means, as long as the order reasonably appears to be authentic
- cancellation of an accepted/executed trade when dealers and/or contra-parties notify Fidelity that they are unable to deliver the bonds because the order was filled in error
- 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 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. Apart from 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 password) except with the prior written approval of Fidelity, or through inheritance, divorce, 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.

Fidelity may use the electronically stored copy of your (or your agent's) signature, any written instructions or authorization, the account application and this agreement as the true, complete, valid, authentic, and enforceable record, admissible in judicial, administrative, or arbitration proceedings to the same extent as if the documents and records were originally generated and maintained in printed form. You agree to not contest the admissibility or enforceability of the electronically stored copies of such documents in any proceeding between you and Fidelity.

Disclosures

Service Providers

Retirement brokerage 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.

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 publicly quoted market prices. 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.

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 adviser to the Fidelity funds.
- FBS and NFS—payments or other considerations (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 adviser, 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 express or implied, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose in respect of 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.

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 \$1.00 per share, it is possible to lose money by investing in a money market fund.

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.

Unclaimed Property

Your account balance and certain uncashed checks issued from your account may be transferred to a state unclaimed property administrator if no activity occurs in the account or the check remains outstanding within the time period specified by the applicable state law.

Callable Securities Lottery

When street name or bearer securities held for you are subject to a partial call or partial redemption by the issuer, NFS may or may not receive an allocation of called/redeemed securities by the issuer, transfer agent, and/or depository. If NFS is allocated a portion of the called/redeemed securities, NFS utilizes an impartial lottery allocation system, in accordance with applicable rules, that randomly selects the securities within customer accounts that will be called/redeemed. NFS's allocations are not made on a pro rata basis and it is possible for you to receive a full or partial allocation, or no allocation. You have the right to withdraw uncalled fully paid securities at any time prior to the cutoff date and time established by the issuer, transfer agent, and/or depository with respect to the partial call, and also to withdraw excess margin securities, provided your account is not subject to restriction under the Federal Reserve's Regulation T or such withdrawal will not cause an undermargined condition. For more information and an example of the impartial lottery process, please go to: http://personal.fidelity.com/products/fixedincome/FI_Common_Risk.shtml.

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:

- 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.
- Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
- The ability of the parties to obtain documents, witness statements, and other discovery is generally more limited in arbitration than in court proceedings.
- The arbitrators do not have to explain the reason(s) for their award unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 20 days prior to the first scheduled hearing date.
- The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
- 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.


- 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 through 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 commence arbitration through a United States self-regulatory organization or United States securities exchange and the rules of that organization or exchange fail to be applied for any reason, then you shall commence arbitration with any other United States securities self-regula-

tory 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 commencement of arbitration through a particular 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, nor 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; (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.



FACTS	<p>What do Fidelity Investments and the Fidelity Funds do with your personal information?</p> 	
WHY?	<p>Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.</p>	
WHAT?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> ■ Social Security number and employment information ■ assets and income ■ account balances and transaction history <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>	
HOW?	<p>All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information, the reasons Fidelity Investments and the Fidelity Funds (hereinafter referred to as "Fidelity") choose to share, and whether you can limit this sharing.</p>	
REASONS WE CAN SHARE YOUR PERSONAL INFORMATION	DOES FIDELITY SHARE?	CAN YOU LIMIT THIS SHARING?
<p>For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus</p>	Yes	No
<p>For our marketing purposes— to offer our products and services to you</p>	Yes	No
<p>For joint marketing with other financial companies</p>	No	We don't share
<p>For our affiliates' everyday business purposes— information about your transactions and experiences</p>	Yes	No
<p>For our affiliates' everyday business purposes— information about your creditworthiness</p>	No	We don't share
<p>For nonaffiliates to market to you</p>	No	We don't share
QUESTIONS?	<p>Call 800-544-6666. 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.</p>	

WHO WE ARE	
Who is providing this notice?	Companies owned by Fidelity Investments using the Fidelity name to provide financial services to customers, and the Fidelity Funds. A list of companies is located at the end of this notice.
WHAT WE DO	
How does Fidelity protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Fidelity collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> ■ open an account or direct us to buy/sell your securities ■ provide account information or give us your contact information ■ tell us about your investment portfolio We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only <ul style="list-style-type: none"> ■ sharing for affiliates' everyday business purposes—information about your creditworthiness ■ affiliates from using certain information to market to you ■ sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing.
DEFINITIONS	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> ■ Fidelity Investments affiliates include companies with the Fidelity name (excluding the Fidelity Funds), as listed below, and other financial companies such as National Financial Services LLC, Strategic Advisers, Inc., and Pyramis Global Advisors, LLC.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> ■ Fidelity does not share with nonaffiliates so they can market to you.
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> ■ Fidelity doesn't jointly market.
OTHER IMPORTANT INFORMATION	
<p>If you transact business through Fidelity Investments 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.</p> <p>If you establish an account in connection with your employer, your employer may request and receive certain information relevant to the administration of employee accounts.</p> <p>If you interact with Fidelity Investments directly as an individual investor (including joint account holders), we may exchange certain information about you with Fidelity Investments financial services affiliates, such as our brokerage and insurance companies, for their use in marketing products and services as allowable by law. Information collected from investment professionals' customers is not shared with Fidelity Investments affiliates for marketing purposes, except with your consent or the consent of your investment professional and as allowed by law.</p> <p>The Fidelity Funds have entered into a number of arrangements with Fidelity Investments companies to provide for investment management, distribution, and servicing of the Funds. The Fidelity Funds do not share personal information about you with other entities for any reason, except for everyday business purposes in order to service your account. For additional information, please visit Fidelity.com.</p>	
WHO IS PROVIDING THIS NOTICE?	
<p>Fidelity Investments companies: Fidelity Brokerage Services LLC; Fidelity Distributors Corporation; Fidelity Investments Institutional Operations Company, Inc.; Fidelity Investments Institutional Services Company, Inc.; Fidelity Management Trust Company; Fidelity Personal Trust Company, FSB; Fidelity Investments Life Insurance Company; Empire Fidelity Investments Life Insurance Company; Fidelity Insurance Agency, Inc.; National Financial Services LLC; Strategic Advisers, Inc.; Pyramis Global Advisors, LLC</p> <p>The Fidelity Funds, which include funds advised by Strategic Advisers, Inc.</p>	

NOTICE OF BUSINESS CONTINUITY

Fidelity is committed to providing continuous customer service and support; however, we recognize that there are potential risks that could disrupt our ability to serve you. We are confident that we have taken the necessary steps that will allow us to reduce or eliminate the impact of a business disruption.

Fidelity recognizes the responsibility we have to our customers. We have implemented a business continuity management program with a strong governance model and commitment from senior management. Our continuity program's primary objectives are to meet the needs of our customers, maintain the wellbeing and safety of our employees, and meet our regulatory obligations. The planning process is risk based and involves the understanding and prioritization of critical operations across the firm, the anticipation of probable threats, and the proactive development of strategies to mitigate the impact of those events.

Our continuity planning teams work closely with local governments and officials in the event of an outage impacting our operations. Additionally, Fidelity has identified three large scale scenarios that require particular focus: pandemics, events impacting stock and bond market operations, and cyber events. Detailed response plans have been developed and cross-discipline teams have been trained to address both day-to-day disruptions as well as these specific events.

Each Fidelity department has developed the capabilities to recover both operations and systems. All continuity plans are designed to account for disruptions of various lengths and scopes, and to ensure that critical functions are recovered to meet their business objectives. Critical business groups operate from multiple sites. Dedicated teams within our technology organizations ensure that critical applications and data have sufficient redundancy and availability to minimize the impact of an event. Key components of Fidelity's continuity and technology recovery planning include:

- Alternate physical locations and preparedness
- Alternative means to communicate with our customers
- Back-up telecommunications and systems
- Employee safety programs

Plans are tested regularly to ensure they are effective should an actual event occur. Fidelity's Business Continuity Plans are reviewed no less than annually to ensure the appropriate updates are made to account for operations, technology, and regulatory changes. Material changes will be reflected in an updated "Notice of Business Continuity Plan." You may obtain a copy of this notice at any time by contacting a Fidelity Representative.

Brokerage Commission and Fee Schedule

FEES AND COMPENSATION

Fidelity brokerage accounts are highly flexible, and our cost structure is flexible as well. Our use of “à la carte” pricing for many features helps to ensure that you only pay for the features you use.

About Our Commissions and Fees

The most economical way to place trades is online, meaning either through Fidelity.com, Fidelity Active Trader Pro,[®] or Fidelity Mobile.[®] 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.

The fees described in this document apply to the Fidelity Account,[®] Non-Prototype Retirement Accounts, Health Savings Accounts (HSAs), and Fidelity Retirement Accounts (including Traditional, Roth, Rollover, SEP-IRA, SIMPLE IRAs, and Fidelity Retirement Plans (Keogh and SE 401(k)), and inherited IRAs and inherited Keogh accounts). Note that different fee schedules generally apply for Stock Plan Services. The fees described in this document may change from time to time without notice. Before placing a trade, consider Fidelity's most recent Brokerage Commission and Fee Schedule, available at Fidelity.com or through a Fidelity representative.

STOCKS/ETFs

Online **\$7.95 per trade**

FAST[®] **\$12.95 per trade**

Rep-Assisted **\$32.95 per trade**

These commissions and fees apply to securities including, but not limited to, domestic (US) equities traded on national exchanges, short sales, exchange-traded funds (ETFs), and U.S.-traded foreign securities (ADRs, or American Depository Receipts, and ORDs, or Ordinaries).¹ For details on foreign stock trading, see the Foreign Stocks section.

There is an assessment of between \$0.01 and \$0.03 per \$1,000 of principal in addition to your commission that is added to sell orders. This assessment is imposed on the financial services industry by the Securities and Exchange Commission to cover the government's costs of regulating the security markets and security professionals.

Fidelity Brokerage Services LLC (“FBS”) and/or NFS receives remuneration, compensation, or consideration for directing orders in equity securities to particular broker/dealers or market centers for execution. The payer, source, and nature of any compensation received in connection with your particular transaction will vary based on the venue that a trade has been routed to for execution and will be disclosed upon written request to FBS. Please refer to Fidelity's customer agreement for additional information about order flow practices and to Fidelity's commitment to execution quality (http://personal.fidelity.com/products/trading/Fidelity_Services/Service_Commitment.shtml) for additional information about order routing. Also review FBS's annual disclosure on payment for order flow policies and order routing policies.

FBS receives compensation from the fund's advisor or its affiliates in connection with a marketing program that includes promotion of this security and other iShares funds, as well as the waiver of commissions for online trades in certain iShares funds (“Marketing Program”). FBS is entitled to receive additional payments during or after termination of the Marketing Program based upon a number of criteria, including the overall success of the Marketing Program and the continuance of commission waivers. The Marketing Program creates significant incentives for FBS to encourage customers to buy iShares funds. Additional information about the sources, amounts, and terms of compensation is described in the ETF's prospectus and related documents.

NEW ISSUE

Fidelity makes certain new issue products available without a separate transaction fee. Fidelity may receive compensation for participating in the offering as a selling group member or underwriter. The compensation Fidelity receives from issuers when acting as both underwriter and selling group member is reflected in the “Range of Fees from Underwriting” column. When Fidelity acts as underwriter but securities are sold through other selling group members, Fidelity receives the underwriting fees less the selling group fees.

Securities	Range of Fees from Participation in Selling Group	Range of Fees from Underwriting
IPOs	• 3% to 4.2% of the investment amount	• 5% to 7% of the investment amount
Follow-Ons	• 1.8% to 2.4% of the investment amount	• 3% to 4% of the investment amount

Please refer to the applicable pricing supplement or other offering document for the exact percentage sales concession or underwriting discount.

OPTIONS

Online **\$7.95 per trade** + 75¢ per contract

FAST[®] **\$12.95 per trade** + 75¢ per contract

Rep-Assisted **\$32.95 per trade** + 75¢ per contract

Buy-to-close trades: regular online stock rates apply when the contract price is 65¢ or less; or regular options rates (as above) apply when the contract price exceeds 65¢. Exercises and assignments: regular online stock rates apply. Maximum charge: 5% of principal (subject to a minimum charge of \$7.95 for Online trades, \$12.95 for FAST trades, and \$32.95 for Rep-Assisted trades).

Multi-Leg Option orders are charged only on base commission, plus a per contract charge for the total number of contracts executed in the trade.

The Options Regulatory Fee applies to both option buy and sell transactions. This fee is in addition to your commission, and is included on your trade confirmation in the Activity Assessment Fee. The current cumulative fee charged by participating options exchanges is \$0.0292 per contract and is subject to change at any time. In addition, other options exchanges may decide to impose similar fees. If so, these fees will also be included in the Activity Assessment Fee. All fees collected by Fidelity are passed on to the appropriate regulatory body to meet this requirement.

BONDS AND CDS

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

Fidelity makes certain new issue products available without a separate transaction fee. Fidelity may receive compensation from issuers for participating in the offering as a selling group member and/or underwriter. The compensation Fidelity receives from issuers when acting as both underwriter and selling group member is reflected in the “Range of Fees from Underwriting” column. When Fidelity acts as underwriter but securities are sold through other selling group members, Fidelity receives the underwriting fees less the selling group fees.

BONDS

Securities	Range of Fees from Participation in Selling Group	Range of Fees from Underwriting
Agency/GSE	N/A	• 0.05% to 1.00% of the investment amount
Corporate Notes	• 0.01% to 2.5% of the investment amount	• 0.01% to 3.0% of the investment amount
Corporate Bond	• 0.01% to 2.5% of the investment amount	• 0.05% to 3.0% of the investment amount
Municipal Bonds and Taxable Municipal Bonds	• 0.1% to 2% of the investment amount	• 0.1% to 2.5% of the investment amount
Structured Products (Registered Notes)	• 0.05% to 5.0% of the investment amount	N/A
Fixed-Rate Capital	• 2% of the investment amount	• 3% of the investment amount

Please refer to the applicable pricing supplement or other offering document for the exact percentage sales concession or underwriting discount.

¹ A Financial Transaction Tax equivalent to 0.20% of the principal will be assessed on purchases of French ADRs.

CDs

Securities	Range of Fees from Participation in Selling Group	Range of Fees from Underwriting
CDs—CDIPs (Inflation Protected)	• 0.1% to 2% of the investment amount	• 0.1% to 2.5% of the investment amount
Structured Products (Market-linked CDs)	• 0.05% to 5% of the investment amount	N/A

U.S. Treasury, including TIPS—Auction Purchases

Online **No charge**

Rep-Assisted **\$19.95 per trade**

SECONDARY MARKET TRANSACTIONS

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

U.S. Treasury, including TIPS

Online **No charge**

Rep-Assisted **\$19.95

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 that 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.®

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. If NFS is not the offering broker, Fidelity compensation is limited to the prices above.

Foreign Fixed-Income Trading

When purchasing a foreign currency-denominated fixed-income security for settlement in USD, the following additional charges will apply:

<\$1M	0.30% of principal
\$1M–\$5M	0.20% of principal
>\$5M	negotiated rate

MUTUAL FUNDS

This section only describes fees associated with your account. Fees charged by a fund itself (for example, expense ratios, redemption fees [if any], exchange fees [if any], sales charges [for load funds]) are in the fund's prospectus. Read it carefully before you invest.

Fidelity Funds

All Methods **No transaction fee**

FundsNetwork Funds

Through FundsNetwork,® your account provides access to over 4,900 mutual 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.

Fidelity Brokerage Services LLC, or its brokerage affiliate, may receive remuneration for providing certain recordkeeping or shareholder services to these fund families.

FBS has contracted to receive other compensation in connection with the purchase and/or the ongoing maintenance of positions in certain mutual fund shares in your brokerage account. This additional compensation may be paid by the mutual fund, its investment advisor, or one of its affiliates. All or a portion of this compensation may be funded with 12b-1 fees as described in the fund's prospectus.

FundsNetwork No Transaction Fee (NTF) Funds

All Methods **No transaction fee* and no load**

Short-term Trading Fees

Fidelity will charge a short-term trading fee each time you sell or exchange shares of FundsNetwork NTF funds held less than 60 days (short-term trade). Fidelity funds, money market funds, funds redeemed through the Personal Withdrawal Service, and shares purchased through dividend reinvestment are not subject to this short-term trading fee. Fidelity reserves the right to exempt other funds from this fee, such as funds designed to achieve their stated objective on a short-term basis. The fee will be based on the following fee schedule:

Online **\$75.00 flat fee**

Fidelity Automated Service Telephone (FAST®): **0.5625% of principal** (25% off representative-assisted rates), maximum \$187.50, minimum \$75

Representative-Assisted: **0.75% of principal**, maximum \$250, minimum \$100

Please be aware that certain FundsNetwork funds may be subject to separate and additional redemption fees imposed by the particular fund. Please refer to a fund's current prospectus for details.

*Fidelity reserves the right to change the funds available without transaction fees and reinstate the fees on any funds.

FundsNetwork Transaction-Fee Funds (no load)

Purchases:

Online: **\$75 per investment**

FAST®: **0.5625% of principal per investment**; minimum \$75, maximum \$187.50

Rep-Assisted: **0.75% of principal per investment**; minimum \$100, maximum \$250

Redemptions:

Fidelity does not charge a transaction fee on any redemption of shares of a transaction-fee fund that were purchased with no load. A fund's own redemption fees may apply.

You can buy shares in a transaction-fee fund from its principal underwriter or distributor without a Fidelity transaction fee.

FundsNetwork Load Funds

All Methods **A fund's sales charges may apply**. Fidelity does not charge a transaction fee on a load fund. A fund's own redemption fees may apply.

FOREIGN STOCKS

Fidelity offers you two different ways to trade foreign stocks. You can utilize either Fidelity's "International Trading" functionality or its "Foreign Ordinary Share Trading" service. Depending on the service, different commissions, taxes and fees may apply as more fully described below. You can also call a Fidelity representative for further detail.

International Trading

International Trading allows customers to trade stocks from 25 countries and exchange between 16 currencies. These trades are placed using a root symbol, followed by a colon (:) and then the two-letter country code for the market the customer wants to trade in. The commission and additional charges that may apply for International Trading will vary as noted below, depending on the market and whether the trade is placed online or through a representative. Please also note that if a security trading on an exchange in one of the markets noted below is only listed for trading in a currency other than that country's local market's currency, then the commissions and fees that will be charged will be based on the currency the security is trading in instead of the local market's currency. The list of countries, currencies, taxes and fees provided below is subject to change without notice.

Austria, Belgium, Finland, France, Germany, Greece, Ireland, Italy, Netherlands, Portugal, and Spain

Online **19 EUR per trade**

Rep-Assisted **50 EUR per trade**

Note: There may be additional fees or taxes imposed on transactions in certain securities including: Financial Transaction Tax: 0.20% of principal per trade on purchases of French securities.

Stamp Tax **1.00% of principal per trade** on purchases of Irish securities.

Australia

Online **\$32 AUD per trade**

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

Canada

Online **\$19 CAD per trade**

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

Denmark

Online **160 DKK per trade**

Rep-Assisted **420 DKK per trade**

Hong Kong

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

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

Note: Additional fees or taxes imposed on transactions in Hong Kong securities include:

Transaction Levy **0.004% of principal** per trade

Trading Fee **0.005% of principal** per trade

Stamp Duty **0.10% of principal** per trade

Japan

Online **¥3,000 JPY per trade**

Rep-Assisted **¥8,000 JPY per trade**

Mexico

Online **\$360 MXN per trade**

Rep-Assisted **\$960 MXN per trade**

New Zealand

Online **\$35 NZD per trade**

Rep-Assisted **\$90 NZD per trade**

Norway

Online **kr160 NOK per trade**

Rep-Assisted **kr400 NOK per trade**

Poland

Online **90 PLN per trade**

Rep-Assisted **235 PLN per trade**

S. Africa

Online **225 ZAR per trade**

Rep-Assisted **600 ZAR per trade**

Note: Additional fees or taxes imposed on transactions in S. African securities include:

Securities Transfer Tax: **0.25% of principal** on purchases

Singapore

Online **\$35 SGD per trade**

Rep-Assisted **\$90 SGD per trade**

Note: Additional fees or taxes imposed on transactions in Singapore securities include:

Clearing fee **0.04% of principal** per trade

Sweden

Online **kr180 SEK per trade**

Rep-Assisted **kr480 SEK per trade**

Switzerland

Online **CHF25 CHF per trade**

Rep-Assisted **CHF65 CHF per trade**

United Kingdom

Online **£9 GBP per trade**

Rep-Assisted **£30 GBP per trade**

Note: Additional fees or taxes imposed on transactions in UK securities include: PTM Levy **£1 GBP** per trade where principal amount is >£10,000
GBP Stamp Duty **0.50% of principal** only on purchases

There may also be further fees, taxes, or other charges assessed when conducting transactions in foreign securities beyond those described here. Details regarding these charges are available from a Fidelity representative. These fees, taxes, and charges, if any, will be disclosed on your trade confirmation (either individually or in the aggregate) and/or may be incorporated into the execution price.

Foreign Currency Exchange

In addition to the commissions, taxes, fees, and other charges noted above, 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, pursuant to the following schedule:

<\$100K	1.0% of principal
\$100K–\$249K	0.75% of principal
\$250K–\$499K	0.50% of principal
\$500K–\$999K	0.30% of principal
\$1M+	0–0.20% of principal

Foreign Ordinary Share Trading

Foreign Ordinary Share Trading allows customers to trade shares in foreign corporations on the over-the-counter (OTC) market using a five-character symbol ending in "F." Trades in foreign ordinary shares can be placed online or through a Fidelity representative. In either case, the domestic commission schedule for stocks/ETFs will apply. A \$50 fee will also be charged on each transaction in any foreign ordinary stock that is not Depository Trust Company eligible. Depending on the security and the market, additional charges will apply, as described below. There may also be further fees, taxes, or other charges assessed when conducting transactions in foreign securities beyond those described here. Details regarding these charges are available from a Fidelity representative. These fees and taxes, if any, will be disclosed on the trade confirmation (either individually or in the aggregate) and/or may be incorporated into the execution price.

Canada

When trading in Canadian stocks, orders are generally routed to brokers in Canada. However, dually listed Canadian stocks may be routed to a Canadian broker or U.S. market center for execution. If the order is routed to a Canadian broker, a local broker's fee of \$0.0025 CAD if less than \$1

CAD and \$0.005 CAD if greater than \$1 CAD and a foreign exchange fee of up to 0.01% of the principal may also be incorporated into the execution price.

All Other Countries

For every country other than Canada, shares will be traded on the over-the-counter market through a U.S. market maker, unless you direct otherwise when you place your trade through a representative. In that situation (that is, if you direct that the transaction occur other than on the over-the-counter market), an additional foreign exchange fee of up to 0.30% of principal per trade may be incorporated into the execution price.

OTHER INVESTMENTS

Commercial Paper \$50 per transaction

Unit Investment Trusts (UITs) \$35 minimum per redemption; no fee to purchase. Fidelity makes certain new issue products available without a separate transaction fee. Fidelity receives compensation for participating in the offering as a selling group member. Fees from participating in the selling group range from 1% to 4% of the public offering price. Fidelity may also receive compensation for reaching certain sales levels, which range from 0.001%–0.0025% of the monthly volume sold.

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

Fidelity charges a quarterly storage fee of 0.125% of the total value or \$3.75, whichever is greater. Storage fees are pre-billed based on the value of the precious metals in the marketplace at the time of billing.

For more information on these other investments and the cost of a specific transaction, contact Fidelity at 800-544-6666. Minimum fee per precious metals transaction: \$44. Minimum precious metals purchase: \$2,500 (\$1,000 for IRAs). Precious metals may not be purchased in a Fidelity Retirement Plan (Keogh), and are restricted to certain types of investments in a Fidelity IRA.

OTHER FEES AND COMPENSATION

All Accounts

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

Bank Wire \$15 per transaction; waived for households that meet certain asset and trade minimums at Fidelity²

Foreign Currency Wires up to 3% of principal; charged when converting USD to wire funds in a foreign currency

Foreign Dividends/Reorganizations 1% of principal; charged when a dividend is paid or a reorganization event occurs on a foreign asset held in an account in USD

Voluntary Reorganizations \$38 per transaction; applies to voluntary transactions such as exercising rights or warrants, participating in tender offers, bonds or preferred stock; waived for households that meet certain asset and trade minimums at Fidelity¹

Nonretirement Accounts

Checkwriting \$15 per returned check or stop-payment; nominal fees may apply for services such as check reorders, copies of checks, and specialty check orders

Debit Card No card fee for Fidelity VISA® Gold Check Card + \$1.00 per ATM transaction above five transactions per month; households with \$500,000 in assets or 120 trades per year pay no Fidelity ATM fee and Fidelity reimburses domestic ATM fees charged by other institutions up to \$75 per year. ATM not available for Fidelity HSA debit card.

Credit Card No annual fee for Fidelity Investment Rewards Visa Signature® Card + any interest charges and fees you incur (see your card member agreement)

¹ Households with \$1 million or more in assets or \$25,000 or more in assets + 120 trades a year. For details, see Fee Waiver Eligibility section on the next page.

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; applies only to customers who have certificate shares reregistered and shipped; waived for households that meet certain asset and trade minimums at Fidelity²

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 nonretirement account, are subject to a \$20 fee; waived for households that meet certain asset and trade minimums at Fidelity²

Retirement Accounts and HSAs

Annual Fees \$25 per year for SIMPLE IRAs; deducted from account (usually in November) unless employer has already paid separately. Fidelity may deduct an administrative fee of \$12 per quarter (\$48 annually) from your Fidelity HSA; waived for households that meet certain asset minimums at Fidelity.² The administrative fee will not be deducted if it's paid by your employer.

Close Account \$50 per account for Fidelity IRAs (excluding SIMPLE IRAs), Fidelity Retirement Plan (Keogh) Accounts

Check Ordering HSAs will be subject to a fee of \$10 per order of 25 checks.

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 core account.

Fee Waiver Eligibility

To determine your eligibility for 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 Life 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 fee waivers it qualifies for, and may change your fee waiver eligibility at any time based on these reviews. We update fee waiver eligibility 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 fee 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 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 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, periodic investment plans, are not subject to the fee for that calendar year. See your Fidelity fund's

prospectus for additional information. This fee does not apply to Portfolio Advisory Services, SIMPLE IRA, CIT, or Fidelity BrokerageLink[®] accounts.

ATM Fees

For ATM transactions, assets are calculated each business day and free ATM use is extended to the account the following day. Accounts which do not maintain the stated balances may be charged the fee without notice. ATM withdrawals may be subject to other fees and limits.

Limits on Feature Eligibility

Retirement accounts and Fidelity BrokerageLink[®] accounts cannot trade foreign securities or sell short, are not eligible for margin loans, and may be subject to other rules and policies. Please see the literature for these accounts for details.

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 800-544-6666 or visit [Fidelity.com](https://www.fidelity.com).

Margin Fees

Understanding how margin charges are calculated is essential for any investor considering or using margin. The information below, provided in conformity with federal securities regulations, is designed to help you understand the terms, conditions, and methods associated with our margin interest charges.

For all margin borrowing—regardless of what you use it for—we charge interest at an annual rate that is based on two factors: our base rate, and your average debit balance. We set our base rate with reference to commercially recognized interest rates, industry conditions regarding margin credit, and general credit conditions. The table below shows the premiums and discounts we apply to our base rate depending on the average debit balance:

Interest Charged

Average Debit Balance	Interest Charged Above/Below Base Rate
\$0–\$9,999.99	+2.00%
\$10,000–\$24,999.99	+1.50%
\$25,000–\$49,999.99	+1.00%
\$50,000–\$99,999.99	+0.50%
\$100,000–\$499,999.99	0.00%
\$500,000	–2.825%

In determining your debit balance and interest rate, we combine the margin balances in all your accounts except short accounts and income accounts. We then compute interest for each account based on the rate resulting from averaging the daily debit balances during the interest period. Interest is charged from the date we extend you credit.

Your rate of interest will change without notice based on changes in the base rate and in your average debit balance. When your interest rate is increased for any other reason, we will give you at least 30 days' written notice. If the base rate is stated as a range, we may apply the high end of the range.

For any month where your monthly margin charges are \$1 or more, your monthly statement will show both the dollar amount and the rate of your interest charges. If your interest rate changed during the month, separate charges will be shown for each rate. Each interest cycle begins the first business day following the 20th of each month.

² Households with \$250k or more in assets. For details, see Fee Waiver Eligibility section.

Other Charges

You may be assessed separate interest charges, at the base rate plus two percentage points, in connection with any of the following:

- Payments of the proceeds of a security sale in advance of the regular settlement date (such prepayments must be approved in advance)
- When the market price of a "when-issued" security falls below your contract price by more than the amount of your cash deposit
- When payments for securities purchased are received after the settlement date

How Interest Is Computed

Interest on debit balances is computed by multiplying the average daily debit balance of the account by the applicable interest rate in effect and dividing by 360, times the number of days a daily debit balance was maintained during the interest period.

Marking to Market

The credit balance in the short account will be decreased or increased in accordance with the corresponding market values of all short positions. Corresponding debits or credits will be posted to the margin account. These entries in the margin account will, of course, affect the balance on which interest is computed. Credits in your short account, other than marking to market, will not be used to offset your margin account balance for interest computation.

Guide to Brokerage and Investment Advisory Services at Fidelity Investments

This brochure highlights important differences between the brokerage and investment advisory services that may be provided to you as part of your retail relationship with Fidelity Investments ("Fidelity"). Depending on your individual goals and investment objectives, our registered representatives may assist you with brokerage services, investment advisory services, or both. As you may know, Fidelity offers investors many different types of financial products and services, including brokerage, investment advisory, and insurance products and services.

It is important for you to understand that our brokerage services and investment advisory services are separate and distinct. Fidelity's brokerage products and services are covered under different sets of laws and regulations from our investment advisory products and services, and our obligations and duties to you are different for each. Although your Fidelity Representative may serve as your primary point of contact for many of the services you receive from Fidelity, when you receive multiple services from Fidelity, each service will be governed by the specific agreement, laws, and regulations applicable to that type of service—and therefore may be different from service to service.

Fidelity Brokerage Services

Our brokerage products and services for retail investors are provided to you through Fidelity Brokerage Services LLC ("FBS"), a broker-dealer that is registered with the Securities and Exchange Commission ("SEC") and that is a member of the Financial Industry Regulatory Authority ("FINRA"), the New York Stock Exchange ("NYSE") and Securities Investor Protection Corporation ("SIPC").

When we act as a broker for you, our primary role, as described in your Fidelity Brokerage Account Agreement, is to accept orders and execute transactions in your Fidelity Brokerage Account based on your instructions. You, or your authorized representative, direct all trading and are responsible for all investment decisions in your Fidelity Brokerage Account.

Some of our brokerage representatives also hold insurance licenses which allow them to sell life insurance and annuities issued by our affiliated life insurance companies and certain unaffiliated life insurance companies. Our brokerage representatives may also make referrals to non-affiliated advisors, and when they do so, they are acting in a broker-dealer, and not an investment adviser, capacity.

When we act as a broker for you, we also offer you investment education, research, planning assistance, and guidance designed to assist you in making decisions on the various products that you may wish to hold. No separate fees are charged for the investment education, research, planning assistance, and guidance that Fidelity offers you because they are part of, and considered to be incidental to, the brokerage services that we provide.

Unless we specifically state otherwise, Fidelity is acting as a broker-dealer with respect to your account and as a broker-dealer and insurance agent with respect to any insurance product.

When we act as your broker, we are held to the legal standards under applicable federal and state securities laws, and the rules of self-regulatory organizations for broker-dealers such as FINRA. We are also subject to state insurance laws relative to the sale of life and annuity products. Among other things, these regulations require broker-dealers to:

- Execute your trades with diligence and competence and seek to provide best execution in light of prevailing market conditions;
- Have reasonable grounds for believing that any security that we specifically present to you is suitable given your investment objectives, risk tolerance, financial and tax status and other financial information you have disclosed to us;
- Treat you in a manner characterized by principles of fair dealing and high standards of honesty and integrity.

When we act in a brokerage or insurance agency capacity, we do not have a fiduciary or advisory relationship with you and our disclosure obligations are more limited than if we did. In general, unless we specifically inform you otherwise, the services offered by our representatives are services offered by FBS.

How you are charged for Fidelity's brokerage services

Fidelity's brokerage services are provided through your Fidelity Brokerage Account. Your costs for brokerage services are typically based on a transaction charge, often called a commission, for each trade you make in your account, or a mark-up/mark-down, or spread, in the case of certain transactions. Other costs and charges will also apply to your account and these costs and charges are outlined in your Fidelity Brokerage Account Customer Agreement or as you are otherwise notified. Life insurance and annuity product sales will result in a commission payment to us from the affiliated and non-affiliated insurance companies for the insurance products we sell.

As compensation for the services they provide, our broker-dealer representatives receive base pay and may also be eligible to receive variable compensation. More information on our representatives' compensation is available upon request or can be found online at:

http://personal.fidelity.com/misc/gettingstarted/pdf/representative_compensation.pdf.

Fidelity's Investment Advisory Services

Our investment advisory services to retail investors, including but not limited to Portfolio Advisory Services ("PAS®"), are offered through Strategic Advisers, Inc. ("Strategic Advisers"), a Fidelity Investments company and an investment adviser registered with the SEC under the Investment Advisers Act of 1940 (the "Advisers Act"). When we act as a registered investment adviser, our primary role is the delivery of our investment advisory services and/or our management of your investment advisory account. We provide investment management services on a discretionary basis based on your investment objectives and risk tolerance.

If you ask us to provide investment advisory services we will do so only pursuant to a written agreement that describes our investment advisory relationship with you and our obligations to you. You also will receive a disclosure document describing the specific investment advisory service we will be providing to you. These documents explain the types of services we provide, the applicable advisory fees, research, affiliations, any potential conflicts between our interests and yours, and the business background of the key personnel responsible for our activities as an investment adviser.

When we act as an investment adviser, we are considered to have a fiduciary relationship with you and are held to legal standards under applicable federal and state securities laws. If you are an investment advisory client, we owe you a fiduciary duty under the Advisers Act in connection with the specific investment advisory service we will be providing to you. An example of this duty is our obligation as an investment adviser to make full and fair disclosure of all material facts about our services and our relationship and an obligation to place your interests before our own when managing your account.

In an advisory relationship, we also are obligated:

- To ensure that investment advisory services are suited to your specific investment objectives, needs, and circumstances;
- To disclose potential conflicts of interest between our interests and yours;
- To disclose whether and to what extent we (or our affiliates) receive additional compensation from you or a third party as a result of our relationship with you;
- To get your consent before engaging in transactions with you for our own, an affiliate's, or another client's account; and
- To not unfairly advantage one advisory client to the disadvantage of another.

Please note that Strategic Advisers' investment advisory services are limited strictly to those accounts for which you have entered into an advisory agreement with Strategic Advisers. The fact that Strategic Advisers serves as investment adviser for some of your accounts does not mean that Strategic Advisers is under any obligation to provide investment advisory services for other accounts you may have, either at Fidelity or with another financial institution.

How you are charged for Fidelity's Investment Advisory Services

Strategic Advisers offers several discretionary investment management services through Portfolio Advisory Services, including Fidelity Portfolio Advisory Service®, Fidelity Private Portfolio Service®, Fidelity® Private Portfolio Service for Trusts, Fidelity® Personalized Portfolios, Fidelity® Personalized Portfolios for Trusts, and Fidelity® Strategic Disciplines.

These services provide discretionary investment management for a fee. Your fees for investment advisory services are described in the client agreement for the applicable service; typically, advisory fees will be an agreed-upon percentage of the assets held in your investment advisory account. In the context of Portfolio Advisory Services, this fee typically covers both our investment management services and your trading costs (note that other costs are not included). This fee is expressed as an annual percentage (for example, 1%), but is charged to your account on a quarterly basis in arrears. Each of our investment advisory services has an agreement and disclosure document that explains its fees in detail.

Representatives who recommend Portfolio Advisory Services products receive compensation if you open a Portfolio Advisory Services account. In some cases, this compensation is greater than what the representative would receive if you purchased certain other products offered by Fidelity. As noted above, more information on our representatives' compensation is available upon request or can be found online at: http://personal.fidelity.com/misc/gettingstarted/pdf/representative_compensation.pdf.

Additional Information

Fidelity Representatives' use of any specific title or designation does not imply that they are providing you with any specific service, such as financial planning or other investment advisory services. Whether you are a brokerage or investment advisory client is dictated by the actual services that are agreed upon and provided to you.

If at any time you would like clarification on the nature of services in your Fidelity account, please speak with a Fidelity Representative, either at one of our Investor Centers or by calling 1-800-FIDELITY, or visit our Web site at www.fidelity.com. We also urge you to carefully read the account agreements and disclosures that we provide to you for our brokerage and advisory services, copies of which can be found at: <http://personal.fidelity.com/accounts/services/content/mostrequested.shtml#portadvisory>.

Fidelity Portfolio Advisory Service® is a service of Strategic Advisers, Inc., a registered investment adviser and a Fidelity Investments company. Fidelity Private Portfolio Service®, Fidelity® Personalized Portfolios or Fidelity® Strategic Disciplines may be offered through the following Fidelity Investments companies: Strategic Advisers, Inc.; Fidelity Personal Trust Company, FSB ("FPT"), a federal savings bank; or Fidelity Management Trust Company ("FMTC"). Nondeposit investment products and trust services offered through FPT and FMTC and their affiliates are not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency, are not obligations of any bank, and are subject to risk, including possible loss of principal. **These services provide discretionary money management for a fee.**

Brokerage services provided by Fidelity Brokerage Services LLC. Custody and other services provided by National Financial Services LLC. Both are Fidelity Investments companies and members of NYSE and SIPC.

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

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Fidelity Brokerage Services LLC, Member NYSE, SIPC
900 Salem Street, Smithfield, RI 02917
Strategic Advisers, Inc.

FDIC-Insured Deposit Sweep Program Disclosure

For Fidelity Individual Retirement Accounts (IRAs) and Fidelity Health Savings Accounts (HSAs)

Summary

This document provides important information about the FDIC-Insured Deposit Sweep Program offered in connection with certain Fidelity IRAs (including Traditional, Rollover, and SEP-IRAs), Fidelity Roth IRAs, and Fidelity SIMPLE-IRAs (each an Individual Retirement Account, or IRA) and/or the Fidelity Health Savings Account (HSA) (each an "Account"). If you have questions about an IRA, you can call a Fidelity Representative at 800-544-6666. For questions about an HSA, please call 800-544-3716.

How the Program Works

IRAs and HSAs utilize a core account through which all transactions settle. In accordance with your instructions and pursuant to these disclosures, the uninvested balances in your core account will be held in a 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 (the "Program Deposit Account") at one or more participating banks (each a "Program Bank"). A hierarchical list of Program Banks (the "Program Bank List") will be assigned to your Account and the first bank on your Program Bank List will be designated as your "Primary Core Bank." Cash Balances up to the Maximum Deposit Limit (as further defined below) will be swept into your Primary Core 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 Core 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, any remaining Cash Balances will be swept into your Primary Core 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 Core Bank, your Program Deposit is also automatically "swept out of" a Program Deposit Account as necessary to satisfy debits in your Account. In this document, the sweep process between your Account and the Program Deposit Account is referred to as the "Program."

The Program is available to most IRA and HSA accounts. The Program is not available to inherited IRAs, IRAs, and HSAs that utilize Fidelity's Portfolio Advisory Services, or any IRA or HSA where the account owner has established a relationship with an independent third-party investment adviser that utilizes Fidelity or its affiliates for clearing and custody services and technology support. There are also limitations on the Program if your IRA was established by your employer in accordance with the terms of your workplace savings plan.

During the IRA account-opening process, account owners can affirmatively elect to utilize the Sweep. For newly established HSAs, the Sweep is the only option.

Existing IRA account owners may generally switch the core option between the Sweep and a Fidelity money market mutual fund without restriction. Existing HSA account owners may also elect to switch from a Fidelity money market mutual fund to the Sweep, but they may not in the future change back to a Fidelity money market mutual fund. Existing account owners seeking more information or wishing to make a change can do so by calling a Fidelity Representative.

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. If you have an existing Account that utilizes an alternative core position and you elect to switch to the Sweep, you will receive a notice confirming your election. 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 with a Program Bank, **you cannot make withdrawals from the Program Deposit Account, even if you contact the Program Bank. Your Cash Balance is only available through your Account.** Please call a Fidelity Representative with any questions on accessing your Cash Balance.

You will be notified in advance, whenever possible, of a change that affects your Account. However, in extraordinary circumstances including, but not limited to, situations where a Program Bank is unable or unwilling to take additional Program Deposits, a Program Bank's participation in the Program is terminated, or a Program Bank's ongoing viability may be in question, you direct Fidelity, without providing advance notice to you, to make an intraday change to your Program Bank List that will affect the Program Bank assigned to your Account on a given day, 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 Fidelity's compensation and your eligibility for FDIC insurance.

Interest Rates

You will earn interest on your Program Deposit. The interest rate will be tiered and is based on your daily Program Deposit balances as well as the current interest rate environment.

Interest rates may vary depending on the type of Account (IRA or HSA). Program Banks may participate in the Program in connection with both IRAs and HSAs. Account owners maintaining both an IRA and an HSA may have Program Deposits at the same Program Bank as a result of utilizing the Program in connection with both Accounts and may be paid different interest rates on the Accounts by the same bank.

Fidelity offers similar programs to account owners who maintain other types of accounts ("Other Accounts"). While the same Program Bank may participate in the Program as well as the program 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 the program offered to account owners who maintain Other Accounts with Fidelity.

The rate of interest may change at any time and will vary over time as provided herein. For more information about the schedule used to determine the rate of interest, please refer to the section of this document entitled "Details." Interest on Program Deposits will be paid by the Program Bank. Customers with larger Program Deposits generally will receive higher interest rates than customers with smaller Program Deposits. Over any given period, the interest rates on your 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 the Sweep and non-FDIC-insured options available at Fidelity, please visit [Fidelity.com/IRACoreRates](https://www.fidelity.com/IRACoreRates) for IRA rates or [Fidelity.com/HSACoreRates](https://www.fidelity.com/HSACoreRates) for HSA rates or call a Fidelity Representative.

Current interest rates and annual percentage yields (APYs) for Program Deposits can be found at [Fidelity.com/IRACoreRates](https://www.fidelity.com/IRACoreRates) for IRA rates or [Fidelity.com/HSACoreRates](https://www.fidelity.com/HSACoreRates) for HSA rates or by calling a Fidelity Representative.

Interest accrues daily, is compounded monthly, and will be reflected on your Account statement as of the last business day of each month. Additional information regarding the calculation and payment of interest on your Program Deposit can be found in the "Details" section or by calling a Fidelity Representative.

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 on 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. Single ownership accounts are insured up to \$250,000, and each co-owner's share of joint accounts is insured up to \$250,000. 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 \$250,000 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.

For more information, please refer to the section of this document entitled "Details", visit fdic.gov or call 877-ASK-FDIC (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.

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 the Securities Investor Protection Corporation (SIPC). SIPC currently protects these funds and securities up to \$500,000, including \$250,000 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 fdic.gov. For more information regarding SIPC coverage, or to request the SIPC brochure, please consult sipc.org or call 202-371-8300.

Relationship Between Fidelity and Others

Fidelity receives a fee from each Program Bank in connection with the operation of the Program. This fee is typically based on the average aggregate daily Program Deposits associated with IRAs and/or HSAs on deposit with the Program Bank. The fee paid to Fidelity may vary from Program Bank to Program Bank and will generally increase as the amount on deposit with the Program Bank increases. The fee paid to Fidelity by the same Program Bank in connection with the Program may be different for IRAs and HSAs. 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. The fee paid to Fidelity by each Program Bank may vary over time, but will never exceed a maximum annualized rate equivalent to 4% of the total of all IRA and HSA Program Deposits held at that Program Bank. Prior to January 1, 2013, the Program Administrator (which may also be a Program Bank) receives a service fee from Fidelity, which ranges from 0.035% to 0.075% of the aggregate daily balance of all Program Deposits. Effective January 1, 2013, the Program Administrator will receive a service fee from Fidelity, which will range from 0.010% to 0.035% 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 or a Program Bank and may have other financial interactions with the Program Administrator or the Program Bank. Fidelity may in the future designate one of its affiliates as the Program Administrator or a Program Bank or both.

Details

"Fidelity," "us," and "we" include Fidelity Brokerage Services LLC (FBS), National Financial Services LLC (NFS) and our affiliates as the context may require. "You" and "account owner" refer to the owner indicated on the account application.

Overview

Under the Program, the Cash Balance in your 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 Program is part of Fidelity's IRA or HSA product offering. As described more fully below, you make the decision to utilize the Program when you open your Account with Fidelity or, if you are an existing account owner, when you elect to switch to the Sweep from a Fidelity money market mutual fund. Fidelity does not have, and will not exercise, any authority or control over your IRA or HSA either (i) with respect to the deposit of the Cash Balance in your account in the Program Deposit Account or (ii) otherwise with respect to the Program. By maintaining your Account with Fidelity, you acknowledge and agree that you make the decision to participate in the Program and that neither Fidelity nor any of its affiliates is acting as a fiduciary on behalf of your IRA or HSA with respect to any aspect of the Program.

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 a purpose.

How the Program Works

Deposits

The Cash Balance in your 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 Core 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 (i) there is no remaining Cash Balance in your Account or (ii) 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 into your Account's Primary Core 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 Core Bank, it is very likely that some of those funds will not be covered by FDIC insurance.**

Maximum Deposit Limit

The Maximum Deposit Limit for IRAs will at all times be equal to 98% of the then-applicable standard maximum deposit insurance amount for an individual retirement account. The Maximum Deposit Limit for HSAs 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 \$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 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 Core Bank (up to the amount of your Program Deposit) 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. As a result, you may have less than the Maximum Deposit Limit in Program Deposits at your Account's Primary Core 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 reflects the interest accrued on Program Deposits at each Program Bank separately. Interest accrues daily, compounds monthly, and posts 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 into your Account where they could create a Cash Balance. In the event that there is a Cash Balance, it will be swept into 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 an individual retirement account or a nonretirement single ownership deposit account increases or decreases, Fidelity will determine a new Maximum Deposit Limit for IRAs and/or HSAs, as applicable, 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 Core 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 (i) you no longer have Program Deposits at your Account's Primary Core Bank in excess of the new Maximum Deposit Limit or (ii) 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 Core Bank. If the standard maximum deposit insurance amount decreases, Fidelity will redistribute all your Program Deposits across all 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 Core Bank, it is very likely that some of those funds will not be covered by FDIC insurance.**

Evidence of Ownership

No evidence of ownership of the Program Deposit Account, such as a passbook or certificate, will be issued to you. Instead, the Program Deposit Account will be evidenced by (i) 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 (ii) records of your Program Deposit from time to time in the Program Deposit Account maintained by NFS as your IRA or HSA service provider.

Program Banks

Fidelity maintains a list of Program Banks for IRAs (the "IRA Master Program Bank List") and a different list of Program Banks for HSAs (the "HSA Master Program Bank List"), but each Master List operates in the same manner. These Master Lists may also differ from the Master List(s) used with Other Accounts. From time to time, a Program Bank may be added to or removed from either the IRA or HSA Master Program Bank List. New Program Banks will be added to the end of the Master List and existing Program Banks that are removed from the Program will be deleted from the Master List. The Master Program Bank List will not be reordered as a result of either the addition or removal of a Program Bank. If more than one Program Bank is added at any given time, the banks will be added to the end of the Master List in alphabetical order. Removing a Program Bank from either the IRA or HSA Master Program Bank List means that Fidelity has terminated its relationship with such Program Bank and the Program Bank no longer participates in the Program. If a Program Bank is removed from either the IRA or HSA Master Program Bank List, Fidelity will transfer your Program Deposit from that Program Bank into another Program Bank or Program Banks in accordance with the deposit methodology discussed above as if you had opted out of such Program Bank (as more fully described below).

Each Program Bank may accept deposits up to an aggregate deposit limit (the "Deposit Limit"), which generally caps the total amount on deposit at the Program Bank in connection with the Program as well as similar programs offered by Fidelity in connection with Other Accounts. The Deposit Limit is set by contract between Fidelity and the Program Bank.

Program Bank Status

A status is assigned to each Program Bank. This status, which may change daily, reflects the Program Bank's ability to accept Program Deposits. As a general rule, a Program Bank's ability to accept Program Deposits is unrestricted except when one of the following applies:

Unavailable—A Program Bank that is unable to accept additional Program Deposits because it has reached its Deposit Limit. Characterizing a Program Bank as Unavailable will not affect existing Program Deposits at the Program Bank, but new deposits will be prohibited, except in situations where: (i) the Unavailable Program Bank is the only Program Bank on the Master Program Bank List or (ii) the Unavailable Program Bank is the Primary Core Bank and every other Program Bank in the Program Bank List assigned to an Account is unavailable to take deposits because they are also Unavailable, have been Opted Out (as further defined below), or are Pending Activation (as further defined below).

Overflow—A Program Bank that is unable to serve as a Primary Core Bank because the total amount on deposit at the Program Bank in connection with the Program as well as in connection with similar programs offered in connection with Other Accounts is within \$50,000,000 of such Program Bank's Deposit Limit. Assigning a Program Bank an Overflow status will not affect existing Program Deposits at the Program Bank, but the Program Bank will be ineligible to serve as a Primary Core Bank except in situations where the Overflow Program Bank is the only Program Bank on the IRA or HSA Master Program Bank List.

Pending Activation—A Program Bank that has been added to the IRA or HSA Master Program Bank List, but is not yet available to receive Program Deposits.

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. This status applies only to the Account at issue and has no impact on the Program Bank's ability to accept Program Deposits in connection with the broader Program. To opt out of a Program Bank, please call a Fidelity Representative.

Program Bank List

Program Bank Lists for IRAs and HSAs are generated each day based on either the IRA Master Program Bank List or the HSA Master Program Bank List. As a result, the Program Bank Lists for IRAs and HSAs generated on one day of the week may be different from the lists created for IRAs or HSAs on another day. Because the IRA and HSA Master Program Bank Lists may be different, the Program Bank Lists for IRAs and HSAs generated on the same day may also differ. The process utilized to generate a Program Bank List is more fully described below.

Your Account will be assigned a Program Bank List. 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 Core Bank.

New Accounts

IRA account owners can affirmatively elect to utilize the Sweep. For newly established HSAs, the Sweep is the only option. Fidelity reserves the right to suspend Program availability for new IRA accounts if overall Program Deposits approach total Program Deposit capacity and Fidelity determines that the administration and operation of the Program could be jeopardized by continuing to accept new IRA customers into the Program. Total Program Deposit capacity is the sum of each participating Program Bank's Deposit Limit. If this contingency occurs and you elect the Sweep during IRA account opening, Fidelity will instead default your core position to the available Fidelity Money Market Fund. Existing IRA Customers already utilizing the Program will be unaffected by this default core selection override. Fidelity will notify you of such a change in core options at the time you open your account, if practicable. Otherwise, notice will be provided after account establishment.

The Program Bank List assigned to your Account will be determined based on the day your Account is established, and all accounts established that day will be assigned the same Program Bank List. The Program Bank List is generated on a rotating basis, based on the hierarchy of Program Banks set forth on the IRA or HSA Master Program Bank List. At the outset of the Program, the initial Program Bank List reflects a hierarchy of Program Banks identical to that on the applicable IRA or HSA Master Program Bank List. From that point forward, on each successive day, every Program Bank is moved up one position in the hierarchy and the Program Bank that was previously the first bank in the hierarchy is moved to the end, subject to Program Banks being added to and removed from the IRA or HSA Master Program Bank List as described above. This progression continues until a Program Bank List hierarchy beginning with the last Program Bank on the Master List has been utilized, at which time the rotation starts over again beginning with a Program Bank List having a hierarchy of Program Banks identical to the hierarchy of Program Banks on the IRA or HSA Master Program Bank List.

The aforementioned notwithstanding, any time a Program Bank List is generated with a Primary Core Bank that has either an overflow or unavailable status, that Program Bank List will be discarded and a new Program Bank List will be generated using the methodology described above. This process will be repeated as necessary until a Program Bank List is generated for that day that has an unrestricted Program Bank listed first in the hierarchy.

Additionally, if at any time, either the IRA or HSA Master Program Bank List contains only a single Program Bank, then the process described above will not be utilized. As long as the Master Program Bank List contains only a single Program Bank, the same Program Bank List will be assigned to all Accounts. Because that Program Bank List will consist of only a single Program Bank, that Program Bank will also be the Primary Core 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 Core Bank, it is very likely that some of those funds will not be covered by FDIC insurance.**

The following table illustrates how new Accounts will be assigned a Program Bank List based on the methodology described 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 D." The latter is caused by the fact that "Bank B" is Unavailable, and therefore can not serve as the Primary Core Bank. Therefore, Program Bank List 2 is discarded and Program Bank List 3 is used instead on day 2.

Example:

	Day 1		Day 2	Day 3	Day 4
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

*Unavailable

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 this possibility, contact a Fidelity Representative.

Switching an Existing Account to the Sweep

Existing IRA account owners may generally switch the core account option between the Sweep and a Fidelity money market mutual fund without restriction. Existing HSA account owners may also elect to switch from a Fidelity money market mutual fund to the Sweep, but that election is irrevocable and may not be changed back to a Fidelity money market mutual fund in the future. Existing account owners seeking more information or wishing to make a change can do so by calling a Fidelity Representative.

If you elect to change your existing core account option to utilize the Sweep, you may select either the default Program Bank List assigned to new accounts established on that day or you may select another Program Bank List if one is available.

You will also receive a Revised Account Profile that includes the Program Bank List assigned to your Account. At the time you elect to change the option for your core account to the Sweep, you will not be able to modify the Program Bank List assigned to your account or select a different Program Bank List. However, once the change in your core account is effective, 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 this possibility, contact a Fidelity Representative.

Existing Accounts Utilizing the Sweep

The Program Bank List assigned to your Account is available on Fidelity.com. To access the Program Bank List, you must log in to your Account, navigate to the "Positions" page, and then click on the "FDIC-Insured Deposit Sweep" link. 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 one or more Program Banks on the Program Bank List, provided, however, that you 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.

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 Core Bank, if the Primary Core 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 Core 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 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 that Program Bank. In the event that the Program Bank that is removed from the Program Bank List is your Primary Core Bank, then the next available Program Bank on your Account's Program Bank List will be designated the Primary Core 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 (i) void your opt-out election, (ii) assign as your Account's Primary Core Bank the Program Bank on your Account's Program Bank List immediately following the Program Bank that was removed, and (iii) transfer your Program Deposit from the removed Program Bank into your Account's Primary Core Bank as if you had opted out of the removed Program Bank.

Bank Status Changes

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

Once the status of a Program Bank changes such that it is no longer *pending*, any cash balances in the Account's Primary Core Bank in excess of the Maximum Deposit Limit will be automatically swept into the newly available Program Bank in accordance with the deposit methodology discussed above.

Likewise, if the status of a Program Bank changes such that it is no longer *Unavailable* or *Opted Out*, any cash balances in the Account's Primary Core Bank in excess of the Maximum Deposit Limit will be automatically swept into the newly unrestricted Program Bank in accordance with the deposit methodology discussed above.

You will be notified in advance, whenever possible, of a change that affects your Account. However, in extraordinary circumstances including, but not limited to, situations where a Program Bank is unable or unwilling to take additional Program Deposits, a Program Bank's participation in the Program is terminated, or a Program Bank's ongoing viability may be in question, you direct Fidelity, without providing advance notice to you, to make an intraday change to the Program Bank List that will affect the Program Banks assigned to receive Program Deposits, 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. In the absence of an available Program Bank, you direct Fidelity to place any or all the Cash Balance in your Account into the available core position, specifically a Fidelity money market mutual fund or other available core position. Such an alternative core position may not be eligible for FDIC insurance, but may be eligible for SIPC protection. Where advance notice is not possible, you will be notified as soon as is reasonably practicable. Fidelity cannot guarantee any rate of return, including a return that is equal to or greater than your current return and you may receive a lower effective rate of return on the new core position. 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. Your continued use of your Account after receiving notice of a change that affects your Account will constitute your affirmative consent to Fidelity's action. 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.

By signing the Account Application or instructing Fidelity to change your existing core position to the Sweep, you represent that you have received and read this Disclosure Statement. You further understand and consent to Fidelity changing your core position to a Fidelity money market mutual fund or another investment vehicle, should the need occur. You agree to hold Fidelity harmless for any actions that might result from such a change to your core position, including any lower or different rate of return that may be paid by the new core position. You also direct Fidelity to liquidate your Cash Balances and terminate your participation in the Program in the event that you (i) establish a relationship with an independent third-party investment adviser who utilizes Fidelity and its affiliates for clearing and custody services and technology support, (ii) you wish to transfer or to otherwise use Fidelity's Portfolio Advisory Services, or (iii) you are deceased and your heir is establishing an inherited IRA with the proceeds from your IRA. You further 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.

Access to Your Cash Balance

You may only access your Cash Balance through your Account. You cannot access or withdraw your Program Deposit by contacting a Program Bank directly. Your Program Deposit may also be subject to legal process such as a levy or a garnishment delivered to Fidelity.

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, a Program Bank may exercise its right to require seven days' prior notice before permitting Program Deposits to be swept out of the Program Deposit Account. Your interest in a Program Deposit Account is not transferable.

Deposit Accounts

Fidelity is taking certain steps, including those 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.

Each Program Bank uses one of the following two deposit account structures, either: (1) a master account with two linked legally separate sub-accounts: (a) an interest-bearing transaction sub-account (commonly referred to as a Negotiable Order of Withdrawal or "NOW" account), and (b) an interest-bearing savings deposit account (commonly referred to as a Money Market Deposit Account or MMDA account); or (2) legally separate linked NOW and MMDA accounts. Regardless of whether the Bank utilizes structure (1) or (2) noted above, the accounts will be referred to throughout this document as, respectively, the "NOW sub-account" and the "MMDA sub-account" and collectively the "sub-accounts," and Program Deposits at the Program Bank will be held in the sub-accounts. 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 that Fidelity elects to limit such transfers from the omnibus MMDA sub-accounts that occur during any given statement cycle, will help ensure 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 (i) transfers to your MMDA sub-account (to the extent funds in your NOW sub-account exceed any target balances that the Program Administrator and/or Program Bank may have established for that sub-account), and (ii) transfers from the NOW sub-account to satisfy debits in your Account.

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 to satisfy debits in your Account or to maintain any target balance that the Program Administrator and/or the Program Bank may have established for your NOW sub-account) and/or transfers of the remaining balance of your 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. This target balance may be changed 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 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 to satisfy debits in your 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 Account.**

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 will not be reflected in your Account statements. 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 any change to a Program Bank utilized for your Account has an impact on your deposit insurance coverage.

Interest Rates

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 depends in part on the amount of your Program Deposits. Customers with larger Program Deposits will generally receive higher interest rates on their Program Deposits than customers with smaller Program Deposits in accordance with the schedules set forth below.

Interest rates may vary depending on the type of Account (IRA or HSA). Program Banks may participate in the Program in connection with both IRAs and HSAs. Account owners maintaining both an IRA and an HSA may have Program Deposits at the same Program Bank as a result of utilizing the Program in connection with both Accounts and may be paid different interest rates by the same bank on each Account. The interest rate paid by a 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.

IRAs

The interest rate and APY to be paid by every Program Bank on the Program Deposits arising in connection with an IRA utilizing the Program will be determined based on the following table. The interest rate will be determined each day by Fidelity, based upon the published table, your Program Deposit Balance, as well as, in certain circumstances, the Federal Funds Target Rate (FFT). Information about the current FFT can be found on the Web site of the Board of Governors of the Federal Reserve System at federalreserve.gov/fomc/fundsrate.htm. In the event that the FFT is a range rather than a specific rate, for purposes of this table, FFT will be equal to the upper bound of that range.

RATE SCHEDULE—effective November 7, 2011

And your Program Deposit Balance* is	If the Federal Funds Target Rate (FFT) is											
	0% – 1.49%		1.50% – 1.99%		2.00% – 2.49%		2.50% – 2.99%		3.00% – 3.49%		Greater than 3.49%	
	Interest Rate	APY	Interest Rate	APY	Interest Rate	APY	Interest Rate	APY	Interest Rate	APY	Interest Rate	APY
Less than \$50,000.00	0.01%	0.01%	0.15%	0.15%	0.15%	0.15%	0.15%	0.15%	0.15%	0.15%	FFT – 3.27%	$((1 + ((FFT - 3.27\%) / 365))^{365} - 1)\%$
\$50,000.00–\$99,999.99	0.01%	0.01%	0.15%	0.15%	0.15%	0.15%	0.15%	0.15%	0.25%	0.25%	FFT – 2.77%	$((1 + ((FFT - 2.77\%) / 365))^{365} - 1)\%$
\$100,000.00–\$499,999.99	0.01%	0.01%	0.20%	0.20%	0.45%	0.45%	0.50%	0.50%	0.75%	0.75%	FFT – 2.29%	$((1 + ((FFT - 2.29\%) / 365))^{365} - 1)\%$
\$500,000.00 and greater	0.01%	0.01%	0.20%	0.20%	0.50%	0.50%	0.75%	0.75%	1.00%	1.00%	FFT – 2.04%	$((1 + ((FFT - 2.04\%) / 365))^{365} - 1)\%$

*Your Program Deposit Balance is determined solely based on the Program Deposits in your IRA.

The following examples may help illustrate how the interest rate and APY paid on the Program Deposit in your IRA are determined.

RATE SCHEDULE—effective November 7, 2011

If	FFT Is	And	Your Program Deposit Balance Is	Then	Your Interest Rate Is	And	Your APY Is
	0.25%		\$25,000		0.01%		0.01%
	1.75%		\$75,000		0.15%		0.15%
	2.25%		\$125,000		0.45%		0.45%
	2.75%		\$750,000		0.75%		0.75%
	3.00%		\$5,000		0.15%		0.15%
	7.50%		\$50,000		4.73%		4.84%

HSAs

The interest rate and APY to be paid by every Program Bank on Program Deposits arising in connection with an HSA utilizing the Program will be determined based on the following table. The interest rate will be determined each day by Fidelity, based upon the published table, your Program Deposit Balance, as well as, in certain circumstances, the FFT. Information about the current FFT can be found on the Web site of the Board of Governors of the Federal Reserve System at federalreserve.gov/fomc/fundsrate.htm. In the event that the FFT is a range rather than a specific rate, for purposes of this table, FFT will be equal to the upper bound of that range.

RATE SCHEDULE—effective November 7, 2011

And your Program Deposit Balance* is	If the Federal Funds Target Rate (FFT) is										APY	
	0% – 1.49%		1.50% – 1.99%		2.00% – 2.49%		2.50% – 2.99%		3.00% – 3.49%			Greater than 3.49%
	Interest Rate	APY	Interest Rate	APY	Interest Rate	APY	Interest Rate	APY	Interest Rate	APY	Interest Rate	APY
Less than \$1,000.00	0.01%	0.01%	0.15%	0.15%	0.15%	0.15%	0.15%	0.15%	0.15%	0.15%	FFT – 3.27%	$((1 + ((FFT - 3.27\%) / 365))^{365} - 1)\%$
\$1,000.00–\$4,999.99	0.01%	0.01%	0.15%	0.15%	0.15%	0.15%	0.15%	0.15%	0.25%	0.25%	FFT – 2.77%	$((1 + ((FFT - 2.77\%) / 365))^{365} - 1)\%$
\$5,000.00–\$14,999.99	0.01%	0.01%	0.20%	0.20%	0.45%	0.45%	0.50%	0.50%	0.75%	0.75%	FFT – 2.29%	$((1 + ((FFT - 2.29\%) / 365))^{365} - 1)\%$
\$15,000 and greater	0.01%	0.01%	0.20%	0.20%	0.50%	0.50%	0.75%	0.75%	1.00%	1.00%	FFT – 2.04%	$((1 + ((FFT - 2.04\%) / 365))^{365} - 1)\%$

*Your Program Deposit Balance is determined solely based on the Program Deposits in your HSA.

RATE SCHEDULE—effective November 7, 2011

If	FFT Is	And	Your Program Deposit Balance Is	Then	Your Interest Rate Is	And	Your APY Is
	0.25%		\$500		0.01%		0.01%
	1.75%		\$2,500		0.15%		0.15%
	2.25%		\$10,000		0.45%		0.45%
	2.75%		\$25,000		0.75%		0.75%
	3.00%		\$100		0.15%		0.15%
	7.50%		\$1,000		4.73%		4.84%

Over any given period, the interest rates on your 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.

Interest on your Program Deposit is accrued daily, compounded monthly, and reflected on your account statement. Interest on your Program Deposit begins to accrue on the business day those funds are received by the Program Bank, which in most instances 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 Account.

The interest rate and APY on Program Deposits will vary over time and can change daily without notice to you in accordance with the applicable table. Current rates and APYs can be found on our Web site at [Fidelity.com/IRACoreRates](https://www.fidelity.com/IRACoreRates) for IRA rates or [Fidelity.com/HSACoreRates](https://www.fidelity.com/HSACoreRates) for HSA rates or by calling a Fidelity Representative.

To compare current rates of return between the Sweep and non-FDIC-insured options available at Fidelity, please visit [Fidelity.com/IRACoreRates](https://www.fidelity.com/IRACoreRates) for IRA rates or [Fidelity.com/HSACoreRates](https://www.fidelity.com/HSACoreRates) for HSA rates or call a Fidelity Representative.

The tables noted above are published by Fidelity, which is solely responsible for their content and any changes thereto. Fidelity may modify or amend these tables at any time. You will be notified in writing, in advance, whenever possible, of such a change before it becomes effective. However, in extraordinary circumstances, such notice may need to be provided after such change becomes effective.

You understand that by continuing to maintain your Account and/or continuing to utilize the Program without objecting to any change in terms and conditions, contained in this document, including a change to these interest rate tables, you are accepting any new terms and conditions, including changes to the above interest rate tables, 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 and conditions.

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 on 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. Single ownership accounts are insured up to \$250,000 and each co-owner's share of joint accounts is insured up to \$250,000. 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 \$250,000 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.**

For more information, please visit [fdic.gov](https://www.fdic.gov) or call 877-ASK-FDIC (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 that 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 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 the SIPC. SIPC currently protects these funds and securities up to \$500,000, including \$250,000 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 fdic.gov. For more information regarding SIPC coverage, or to request the SIPC brochure, please consult sipc.org or call 202-371-8300.

If your Cash Balance is invested in a core position other than the Sweep, such as a Fidelity money market mutual fund or other available investment vehicle, your core position will not be eligible for FDIC insurance, but may be protected by SIPC in accordance with applicable legal requirements and limitations.

Relationship Between Fidelity and Others

Under the Program, Fidelity serves as your broker, maintains your IRA or HSA Account, and provides certain services to you in connection therewith. Fidelity Management Trust Company (FMTC) or Fidelity Personal Trust Company, FSB ("FPT") (as the case may be depending on the type of Account) serves as the IRA or HSA Custodian of your Account. NFS, in turn, acts as agent on behalf of FMTC or FPT (as the case may be depending on the type of Account) in establishing an interest-bearing omnibus Program Deposit Account at a Program Bank, sweeping the Cash Balance in your Account to and from the Program Deposit 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 "Deposit Accounts" section of this Disclosure Statement.

Fidelity may be a customer of the Program Administrator or a 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 each Program Bank. The fee paid to Fidelity will vary from Program Bank to Program Bank and will generally increase as the aggregate amount on deposit with the Program Bank increases. The fee paid to Fidelity by the same Program Bank in connection with this Program may be different for IRAs and HSAs. 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.

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 all IRA and HSA 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%.

The fee paid to Fidelity by each Program Bank, which is a function of the "Rate" (as described below) and the interest rate (as described above), is established by Fidelity in accordance with Fidelity's agreement with each Program Bank. The fee is 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 that Bank's "Rate" and then subtracting total interest paid by the Program Bank to accounts with Program Deposits at that Program Bank. The "Interest Rates" section above describes how the interest rate is determined as well as how the interest paid to each customer is calculated. The total interest paid by the Program Bank will depend in part on the number of accounts with Program Deposits at that Program Bank as well as the level of Program Deposit balances at the Program Bank. The Rate is determined by Fidelity's contract with each Program Bank, and 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 FFT. Depending on the Program Bank, the Rate may be tiered based on the level of Program Deposits and may span a spectrum of up to 0.75% above or below LIBOR, FFE, or FFT.

Prior to January 1, 2013, the Program Administrator will receive a service fee from Fidelity, which ranges from 0.035% to 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. Effective January 1, 2013, the Program Administrator will receive a service fee from Fidelity, which ranges from 0.010% to 0.035% 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 or rates on deposit accounts opened directly with such Program Bank.



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

Fidelity Individual Retirement Account (IRA) Program Bank List

Customers may obtain the benefits of FDIC insurance eligibility* in a Fidelity IRA through the FDIC-Insured Deposit Sweep Program and the Program Banks listed below. Once you open and fund your IRA,¹ the available Cash Balance will be held on your behalf at one or more of the Program Banks assigned to your account.² Once at a bank, your Cash Balance will be eligible for FDIC insurance coverage up to the applicable limits.³

If you select the FDIC-Insured Deposit Sweep as your core position, Fidelity will assign a Program Bank List to your account. The banks on the list will be eligible to receive your Cash Balances. After your account is established, you will receive a New Account Profile confirming your account details, including the Program Bank List assigned to your account. If you open your account online, you will receive information about the Program Bank List that will be assigned to your account before you complete the account opening process. If the FDIC-Insured Deposit Sweep Program is no longer available, then Fidelity will disregard your election and establish Fidelity Government Money Market Fund as your core position. After your account is open, you may contact us to change to another Program Bank List, if one is available. You may also select a different core position, Fidelity Government Money Market Fund (a money market fund) or Fidelity Cash Reserves (a money market fund), at any time.

IRA Master Program Bank List⁴

1. Fifth Third Bank	6. Bank of America, N.A.
2. SunTrust Bank	7. Citibank, N.A.
3. Union Bank, N.A.	8. Associated Bank, N.A.
4. RBS Citizens Bank, N.A.	9. The PrivateBank and Trust Company
5. Wells Fargo Bank, N.A.	10. The Bank of New York Mellon

Information is current as of 12/14/2012.

In certain unusual circumstances, the Program Bank List shown above may not be current, but up-to-date information is always available online at Fidelity.com/IRACoreBanks, or by calling a Fidelity Representative at 800-544-6666.

Fidelity will manage the movement of money between Fidelity and the Program Banks assigned to your account; this will occur automatically whenever you make deposits, execute transactions, or withdraw money from your IRA. To learn more, please review the *FDIC-Insured Deposit Sweep Program Disclosures*. You may call a Fidelity Representative at 800-544-6666 if you have any questions regarding the Program Banks.

You are responsible for monitoring the total amount of your assets on deposit with a Program Bank (including amounts in other accounts at that bank held in the same right and legal capacity) in order to determine the extent of FDIC deposit insurance coverage available to you on those deposits, including your Cash Balance held at the Program Bank.

An investment in a money market fund is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the fund seeks to preserve the value of your investment at \$1.00 per share, it is possible to lose money by investing in the fund.

* Visit FDIC.gov for more details regarding FDIC insurance coverage.

¹The FDIC-Insured Deposit Sweep core position is available with Traditional, Roth, Rollover, SEP and SIMPLE IRAs. The core position for all Inherited IRAs can be either Fidelity Government Money Market Fund or Fidelity Cash Reserves.

²You may access your Cash Balance only through your Fidelity IRA. You cannot access or withdraw the Cash Balance by directly contacting the Program Bank.

³The Cash Balance in the FDIC-Insured Deposit Sweep is swept to an FDIC-insured interest-bearing account at a Program Bank. The deposit at the Program Bank is not covered by SIPC. The deposit is eligible for FDIC insurance subject to FDIC insurance coverage limits. All assets of the account holder at the depository institution will generally be counted toward the aggregate limit. For more information about FDIC insurance coverage, please visit the FDIC Web site at FDIC.gov or call 877-ASK-FDIC. As referenced in the *FDIC-Insured Deposit Sweep Program Disclosures*, customers are responsible for monitoring their total assets at a Program Bank to determine the extent of available FDIC insurance. All FDIC insurance coverage is in accordance with FDIC rules.

⁴This is the current list of Program Banks to which Fidelity may elect to sweep your Cash Balance. In the event that your total assets at a Program Bank (including assets that you hold with the bank outside the FDIC-Insured Deposit Sweep Program) exceed the FDIC insurance limits, you may contact Fidelity to change to a different Program Bank List if one is available. Fidelity maintains the right to change the Program Bank List that is assigned to your account at any time. If a change is made to the Program Bank List assigned to your account, Fidelity will notify you in writing of that change through your statement or a confirmation notice. Although Fidelity cannot guarantee the financial health or stability of the Program Banks, it has made diligent efforts to select banks that are financially sound, have a good business reputation, and are in good standing with the FDIC and other bank regulatory bodies.



<u>Fund</u>	<u>Ticker</u>
Fidelity [®] Government Money Market Fund	SPAXX
Fidelity Money Market Fund	SPRXX
Fidelity U.S. Treasury Money Market Fund	FDLXX

Prospectus

June 29, 2012

Like securities of all mutual funds, these securities have not been approved or disapproved by the Securities and Exchange Commission, and the Securities and Exchange Commission has not determined if this prospectus is accurate or complete. Any representation to the contrary is a criminal offense.



82 Devonshire Street, Boston, MA 02109

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Fund Summary

Fund: Fidelity® Government Money Market Fund Investment Objective

The fund seeks as high a level of current income as is consistent with preservation of capital and liquidity.

Shareholder fees (fees paid directly from your investment)

Annual fund operating expenses (expenses that you pay each year as a % of the value of your investment)

Management fee	0.42%
Distribution and/or Service (12b-1) fees	None
Other expenses	0.00%
Total annual fund operating expenses	0.42%

This **example** helps compare the cost of investing in the fund with the cost of investing in other mutual funds.

Let's say, hypothetically, that the annual return for shares of the fund is 5% and that your shareholder fees and the annual operating expenses for shares of the fund are exactly as described in the fee

1 year	\$ 43
3 years	\$ 135
5 years	\$ 235
10 years	\$ 530

Principal Investment Strategies

- Normally investing at least 80% of assets in U.S. Government securities and repurchase agreements for those securities.
- Investing in U.S. Government securities issued by entities that are chartered or sponsored by Congress but whose securities are neither issued nor guaranteed by the U.S. Treasury.
- Potentially entering into reverse repurchase agreements.
- Investing in compliance with industry-standard regulatory requirements for money market funds for the quality, maturity, and diversification of investments.

Principal Investment Risks

- **Interest Rate Changes.** Interest rate increases can cause the price of a money market security to decrease.
- **Issuer-Specific Changes.** A decline in the credit quality of an issuer or a provider of credit support or a maturity-shortening structure for a security can cause the price of a money market security to decrease.

An investment in the fund is not a deposit of a bank and is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the fund seeks to

Fee Table

The following table describes the fees and expenses that may be incurred when you buy and hold shares of the fund.

None

table. This example illustrates the effect of fees and expenses, but is not meant to suggest actual or expected fees and expenses or returns, all of which may vary. For every \$10,000 you invested, here's how much you would pay in total expenses if you sell all of your shares at the end of each time period indicated:

preserve the value of your investment at \$1.00 per share, it is possible to lose money by investing in the fund.

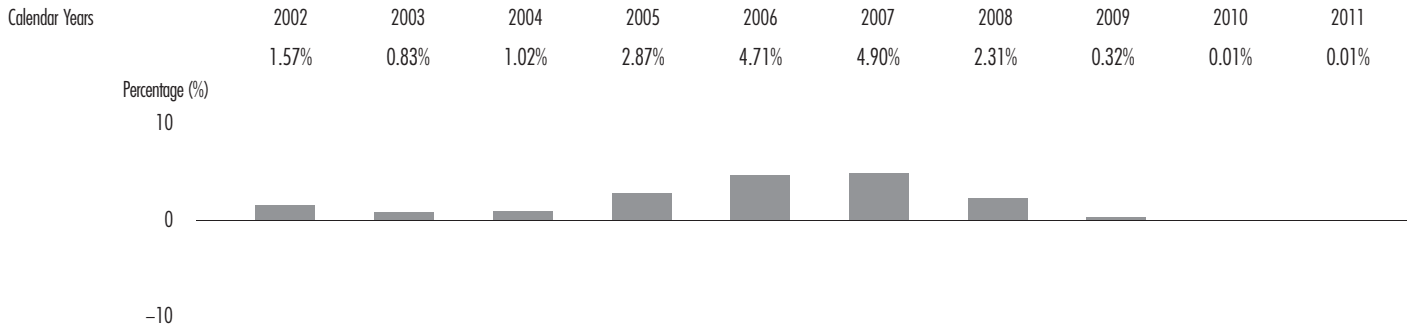
Performance

The following information is intended to help you understand the risks of investing in the fund. The information illustrates the changes in the performance of the fund's shares from year to year. Past performance is not an indication of future performance.

Visit www.fidelity.com for updated return information.

Fund Summary – continued

Year-by-Year Returns



During the periods shown in the chart:

Highest Quarter Return
 Lowest Quarter Return
 Year-to-Date Return

Returns	Quarter ended
1.25%	December 31, 2006
0.00%	March 31, 2010
0.00%	March 31, 2012

Average Annual Returns

For the periods ended
 December 31, 2011

Fidelity Government Money Market Fund

Past 1 year	Past 5 years	Past 10 years
0.01%	1.49%	1.84%

Investment Advisers

Fidelity Management & Research Company (FMR) is the fund's manager. Fidelity Investments Money Management, Inc. (FIMM) and other investment advisers serve as sub-advisers for the fund.

Purchase and Sale of Shares

You may buy or sell shares of the fund through a Fidelity brokerage or mutual fund account, through a retirement account, or through an investment professional. You may buy or sell shares in various ways:

Internet

www.fidelity.com

Phone

Fidelity Automated Service Telephone (FAST®) 1-800-544-5555

To reach a Fidelity representative 1-800-544-6666

Mail

Additional purchases:

Fidelity Investments
 P.O. Box 770001
 Cincinnati, OH 45277-0003

Redemptions:

Fidelity Investments
 P.O. Box 770001
 Cincinnati, OH 45277-0035

TDD – Service for the Deaf and Hearing Impaired

1-800-544-0118

The price to buy one share of the fund is its net asset value per share (NAV). Your shares will be bought at the NAV next calculated after your investment is received in proper form.

The price to sell one share of the fund is its NAV. Your shares will be sold at the NAV next calculated after your order is received in proper form.

The fund is open for business each day the New York Stock Exchange (NYSE) is open. Even if the NYSE is closed, the fund will be open for business on those days on which the Federal Reserve Bank of New York (New York Fed) is open, the primary trading markets for the fund's portfolio instruments are open, and the fund's management believes there is an adequate market to meet purchase and redemption requests.

Initial Purchase Minimum	\$25,000
For Fidelity Traditional IRA, Roth IRA, Rollover IRA, Simplified Employee-Pension IRA and Keogh accounts, and Non-Fidelity Prototype Retirement accounts	
	\$10,000

The fund may waive or lower purchase minimums in other circumstances.

Tax Information

Distributions you receive from the fund are subject to federal income tax and generally will be taxed as ordinary income or capital gains, and may also be subject to state or local taxes, unless you are investing through a tax-advantaged retirement account (in which case you may be taxed later, upon withdrawal of your investment from such account).

Payments to Financial Intermediaries

The fund, FMR, Fidelity Distributors Corporation (FDC), and/or their affiliates may pay intermediaries, including retirement plan sponsors, administrators, or service-providers (who may be affiliated

with FMR or FDC), for the sale of fund shares and related services. These payments may create a conflict of interest by influencing your intermediary and your investment professional to recommend the fund over another investment. Ask your investment professional or visit your intermediary's web site for more information.

Fund Summary

Fund: Fidelity® Money Market Fund Investment Objective

The fund seeks as high a level of current income as is consistent with preservation of capital and liquidity.

Shareholder fees (fees paid directly from your investment)

Annual fund operating expenses (expenses that you pay each year as a % of the value of your investment)

Management fee	0.42%
Distribution and/or Service (12b-1) fees	None
Other expenses	0.00%
Total annual fund operating expenses	0.42%

This **example** helps compare the cost of investing in the fund with the cost of investing in other mutual funds.

Let's say, hypothetically, that the annual return for shares of the fund is 5% and that your shareholder fees and the annual operating expenses for shares of the fund are exactly as described in the fee

1 year	\$ 43
3 years	\$ 135
5 years	\$ 235
10 years	\$ 530

Principal Investment Strategies

- Investing in U.S. dollar-denominated money market securities of domestic and foreign issuers and repurchase agreements.
- Potentially entering into reverse repurchase agreements.
- Investing more than 25% of total assets in the financial services industries.
- Investing in compliance with industry-standard regulatory requirements for money market funds for the quality, maturity, and diversification of investments.

Principal Investment Risks

- **Interest Rate Changes.** Interest rate increases can cause the price of a money market security to decrease.
- **Foreign Exposure.** Entities located in foreign countries can be affected by adverse political, regulatory, market, or economic developments in those countries.
- **Financial Services Exposure.** Changes in government regulation and interest rates and economic downturns can have a significant negative effect on issuers in the financial services sector, including the price of their securities or their ability to meet their payment obligations.

Fee Table

The following table describes the fees and expenses that may be incurred when you buy and hold shares of the fund.

None

table. This example illustrates the effect of fees and expenses, but is not meant to suggest actual or expected fees and expenses or returns, all of which may vary. For every \$10,000 you invested, here's how much you would pay in total expenses if you sell all of your shares at the end of each time period indicated:

- **Issuer-Specific Changes.** A decline in the credit quality of an issuer or a provider of credit support or a maturity-shortening structure for a security can cause the price of a money market security to decrease.

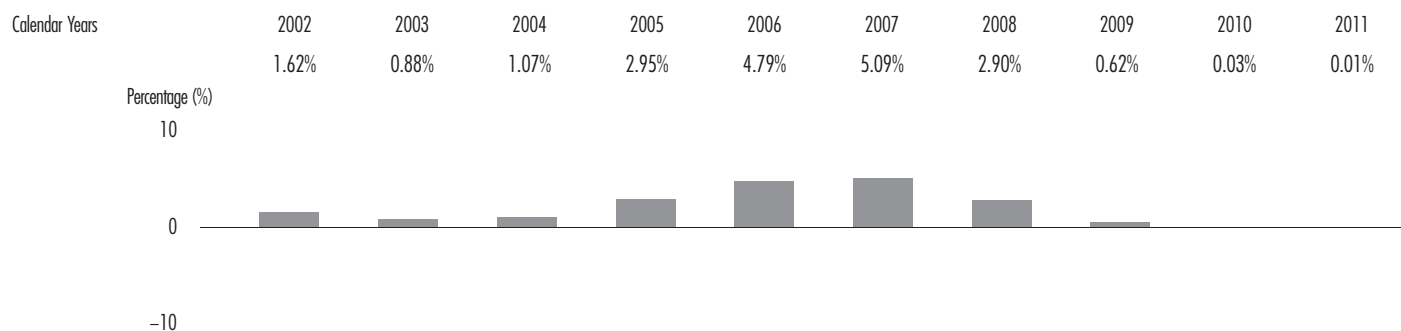
An investment in the fund is not a deposit of a bank and is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the fund seeks to preserve the value of your investment at \$1.00 per share, it is possible to lose money by investing in the fund.

Performance

The following information is intended to help you understand the risks of investing in the fund. The information illustrates the changes in the performance of the fund's shares from year to year. Past performance is not an indication of future performance.

Visit www.fidelity.com for updated return information.

Year-by-Year Returns



During the periods shown in the chart:

Highest Quarter Return

Lowest Quarter Return

Year-to-Date Return

Returns	Quarter ended
1.28%	September 30, 2007
0.00%	March 31, 2011
0.00%	March 31, 2012

Average Annual Returns

For the periods ended
December 31, 2011

Fidelity Money Market Fund

Past 1 year	Past 5 years	Past 10 years
0.01%	1.71%	1.98%

Investment Advisers

Fidelity Management & Research Company (FMR) is the fund's manager. Fidelity Investments Money Management, Inc. (FIMM) and other investment advisers serve as sub-advisers for the fund.

Purchase and Sale of Shares

You may buy or sell shares of the fund through a Fidelity brokerage or mutual fund account, through a retirement account, or through an investment professional. You may buy or sell shares in various ways:

Internet

www.fidelity.com

Phone

Fidelity Automated Service Telephone (FAST®) 1-800-544-5555

To reach a Fidelity representative 1-800-544-6666

Mail

Additional purchases:

Fidelity Investments
P.O. Box 770001
Cincinnati, OH 45277-0003

Redemptions:

Fidelity Investments
P.O. Box 770001
Cincinnati, OH 45277-0035

TDD – Service for the Deaf and Hearing Impaired

1-800-544-0118

The price to buy one share of the fund is its net asset value per share (NAV). Your shares will be bought at the NAV next calculated after your investment is received in proper form.

The price to sell one share of the fund is its NAV. Your shares will be sold at the NAV next calculated after your order is received in proper form.

The fund is open for business each day the New York Stock Exchange (NYSE) is open. Even if the NYSE is closed, the fund will be open for business on those days on which the Federal Reserve Bank of New York (New York Fed) is open, the primary trading markets for the fund's portfolio instruments are open, and the fund's management believes there is an adequate market to meet purchase and redemption requests.

Initial Purchase Minimum **\$25,000**

For Fidelity Traditional IRA, Roth IRA, Rollover IRA, Simplified Employee-Pension IRA and Keogh accounts, and Non-Fidelity Prototype Retirement accounts **\$10,000**

The fund may waive or lower purchase minimums in other circumstances.

Tax Information

Distributions you receive from the fund are subject to federal income tax and generally will be taxed as ordinary income or capital gains, and may also be subject to state or local taxes, unless you are investing through a tax-advantaged retirement account (in which case you may be taxed later, upon withdrawal of your investment from such account).

Payments to Financial Intermediaries

The fund, FMR, Fidelity Distributors Corporation (FDC), and/or their affiliates may pay intermediaries, including retirement plan sponsors, administrators, or service-providers (who may be affiliated

Fund Summary – continued

with FMR or FDC), for the sale of fund shares and related services. These payments may create a conflict of interest by influencing your intermediary and your investment professional to recommend the fund over another investment. Ask your investment professional or visit your intermediary's web site for more information.

Fund Summary

Fund: Fidelity® U.S. Treasury Money Market Fund Investment Objective

The fund seeks as high a level of current income as is consistent with the security of principal and liquidity.

Shareholder fees (fees paid directly from your investment)

None

Annual fund operating expenses (expenses that you pay each year as a % of the value of your investment)

Management fee	0.42%
Distribution and/or Service (12b-1) fees	None
Other expenses	0.00%
Total annual fund operating expenses	0.42%

This **example** helps compare the cost of investing in the fund with the cost of investing in other mutual funds.

Let's say, hypothetically, that the annual return for shares of the fund is 5% and that your shareholder fees and the annual operating expenses for shares of the fund are exactly as described in the fee

1 year	\$ 43
3 years	\$ 135
5 years	\$ 235
10 years	\$ 530

Principal Investment Strategies

- Normally investing at least 80% of assets in U.S. Treasury securities.
- Potentially entering into reverse repurchase agreements.
- Normally investing in securities whose interest is exempt from state and local income taxes.
- Investing in compliance with industry-standard regulatory requirements for money market funds for the quality, maturity, and diversification of investments.

Principal Investment Risks

- **Interest Rate Changes.** Interest rate increases can cause the price of a money market security to decrease.
- **Issuer-Specific Changes.** A decline in the credit quality of an issuer or a provider of credit support or a maturity-shortening structure for a security can cause the price of a money market security to decrease.

An investment in the fund is not a deposit of a bank and is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the fund seeks to

Fee Table

The following table describes the fees and expenses that may be incurred when you buy and hold shares of the fund.

table. This example illustrates the effect of fees and expenses, but is not meant to suggest actual or expected fees and expenses or returns, all of which may vary. For every \$10,000 you invested, here's how much you would pay in total expenses if you sell all of your shares at the end of each time period indicated:

preserve the value of your investment at \$1.00 per share, it is possible to lose money by investing in the fund.

Performance

The following information is intended to help you understand the risks of investing in the fund. The information illustrates the changes in the performance of the fund's shares from year to year. Past performance is not an indication of future performance.

Visit www.fidelity.com for updated return information.

Fund Summary – continued

Year-by-Year Returns

Calendar Years	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011
	1.44%	0.75%	0.92%	2.64%	4.42%	4.38%	1.49%	0.05%	0.01%	0.01%

Percentage (%)

10

0

-10

During the periods shown in the chart:

Highest Quarter Return

Lowest Quarter Return

Year-to-Date Return

Returns	Quarter ended
1.18%	December 31, 2006
0.00%	March 31, 2010
0.00%	March 31, 2012

Average Annual Returns

For the periods ended
December 31, 2011

Fidelity U.S. Treasury Money Market Fund

Past 1 year	Past 5 years	Past 10 years
0.01%	1.18%	1.60%

Investment Advisers

Fidelity Management & Research Company (FMR) is the fund's manager. Fidelity Investments Money Management, Inc. (FIMM) and other investment advisers serve as sub-advisers for the fund.

Purchase and Sale of Shares

You may buy or sell shares of the fund through a Fidelity brokerage or mutual fund account, through a retirement account, or through an investment professional. You may buy or sell shares in various ways:

Internet

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Phone

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P.O. Box 770001
Cincinnati, OH 45277-0035

TDD – Service for the Deaf and Hearing Impaired

1-800-544-0118

The price to buy one share of the fund is its net asset value per share (NAV). Your shares will be bought at the NAV next calculated after your investment is received in proper form.

The price to sell one share of the fund is its NAV. Your shares will be sold at the NAV next calculated after your order is received in proper form.

The fund is open for business each day the New York Stock Exchange (NYSE) is open. Even if the NYSE is closed, the fund will be open for business on those days on which the Federal Reserve Bank of New York (New York Fed) is open, the primary trading markets for the fund's portfolio instruments are open, and the fund's management believes there is an adequate market to meet purchase and redemption requests.

Initial Purchase Minimum **\$25,000**

For Fidelity Traditional IRA, Roth IRA, Rollover IRA, Simplified Employee-Pension IRA and Keogh accounts, and Non-Fidelity Prototype Retirement accounts **\$10,000**

The fund may waive or lower purchase minimums in other circumstances.

Tax Information

Distributions you receive from the fund are subject to federal income tax and generally will be taxed as ordinary income or capital gains, and may also be subject to state or local taxes, unless you are investing through a tax-advantaged retirement account (in which case you may be taxed later, upon withdrawal of your investment from such account).

Payments to Financial Intermediaries

The fund, FMR, Fidelity Distributors Corporation (FDC), and/or their affiliates may pay intermediaries, including retirement plan sponsors, administrators, or service-providers (who may be affiliated

with FMR or FDC), for the sale of fund shares and related services. These payments may create a conflict of interest by influencing your intermediary and your investment professional to recommend the fund over another investment. Ask your investment professional or visit your intermediary's web site for more information.

Fund Basics

Investment Details

Investment Objective

Fidelity Government Money Market Fund seeks as high a level of current income as is consistent with preservation of capital and liquidity.

Principal Investment Strategies

FMR normally invests at least 80% of the fund's assets in U.S. Government securities and repurchase agreements for those securities. Certain issuers of U.S. Government securities are sponsored or chartered by Congress but their securities are neither issued nor guaranteed by the U.S. Treasury. FMR also may enter into reverse repurchase agreements for the fund.

In buying and selling securities for the fund, FMR complies with industry-standard regulatory requirements for money market funds regarding the quality, maturity, and diversification of the fund's investments. FMR stresses maintaining a stable \$1.00 share price, liquidity, and income.

Investment Objective

Fidelity Money Market Fund seeks as high a level of current income as is consistent with preservation of capital and liquidity.

Principal Investment Strategies

FMR invests the fund's assets in U.S. dollar-denominated money market securities of domestic and foreign issuers and repurchase agreements. FMR also may enter into reverse repurchase agreements for the fund.

FMR will invest more than 25% of the fund's total assets in the financial services industries.

In buying and selling securities for the fund, FMR complies with industry-standard regulatory requirements for money market funds regarding the quality, maturity, and diversification of the fund's investments. FMR stresses maintaining a stable \$1.00 share price, liquidity, and income.

Investment Objective

Fidelity U.S. Treasury Money Market Fund seeks as high a level of current income as is consistent with the security of principal and liquidity.

Principal Investment Strategies

FMR normally invests at least 80% of the fund's assets in U.S. Treasury securities. FMR reserves the right to enter into repurchase agreements for U.S. Treasury securities for the fund, although it does not anticipate doing so. FMR also may enter into reverse repurchase agreements for the fund. FMR normally invests the fund's assets in securities whose interest is specifically exempt from state and local income taxes under federal law; such interest is not exempt from federal income tax.

In buying and selling securities for the fund, FMR complies with industry-standard regulatory requirements for money market funds

regarding the quality, maturity, and diversification of the fund's investments. FMR stresses maintaining a stable \$1.00 share price, liquidity, and income.

Description of Principal Security Types

Money market securities are high-quality, short-term securities that pay a fixed, variable, or floating interest rate. Securities are often specifically structured so that they are eligible investments for a money market fund. For example, in order to satisfy the maturity restrictions for a money market fund, some money market securities have demand or put features, which have the effect of shortening the security's maturity. Money market securities include bank certificates of deposit, bankers' acceptances, bank time deposits, notes, commercial paper, and U.S. Government securities.

U.S. Government securities are high-quality securities issued or guaranteed by the U.S. Treasury or by an agency or instrumentality of the U.S. Government. U.S. Government securities may be backed by the full faith and credit of the U.S. Treasury, the right to borrow from the U.S. Treasury, or the agency or instrumentality issuing or guaranteeing the security. Certain issuers of U.S. Government securities, including Fannie Mae, Freddie Mac, and the Federal Home Loan Banks, are sponsored or chartered by Congress but their securities are neither issued nor guaranteed by the U.S. Treasury.

A *repurchase agreement* is an agreement to buy a security at one price and a simultaneous agreement to sell it back at an agreed-upon price.

Principal Investment Risks

Many factors affect each fund's performance. A fund's yield will change daily based on changes in interest rates and other market conditions. Although each fund is managed to maintain a stable \$1.00 share price, there is no guarantee that the fund will be able to do so. For example, a major increase in interest rates or a decrease in the credit quality of the issuer of one of a fund's investments could cause the fund's share price to decrease. It is important to note that neither the funds' share prices nor their yields are guaranteed by the U.S. Government.

The following factors can significantly affect a fund's performance:

Interest Rate Changes. Money market securities have varying levels of sensitivity to changes in interest rates. In general, the price of a money market security can fall when interest rates rise and can rise when interest rates fall. Securities with longer maturities and the securities of issuers in the financial services sector can be more sensitive to interest rate changes. Short-term securities tend to react to changes in short-term interest rates.

Foreign Exposure. Issuers located in foreign countries and entities providing credit support or a maturity-shortening structure that are located in foreign countries can involve increased risks. Extensive public information about the issuer or provider may not be available and unfavorable political, economic, or governmental developments could affect the value of the security.

In addition, global economies and financial markets are becoming increasingly interconnected, which increases the possibilities that conditions in one country or region might adversely impact issuers or providers in a different country or region.

Financial Services Exposure. Financial services companies are highly dependent on the supply of short-term financing and can be sensitive to changes in government regulation and interest rates and to economic downturns in the United States and abroad. These events can significantly affect the price of issuers' securities as well as their ability to make payments of principal or interest or otherwise meet obligations on securities or instruments for which they serve as guarantors or counterparties.

Issuer-Specific Changes. Changes in the financial condition of an issuer or counterparty, changes in specific economic or political conditions that affect a particular type of issuer, and changes in general economic or political conditions can increase the risk of default by an issuer or counterparty, which can affect a security's or instrument's credit quality or value. Entities providing credit support or a maturity-shortening structure also can be affected by these types of changes. If the structure of a security fails to function as intended, the security could decline in value.

In response to market, economic, political, or other conditions, FMR may temporarily use a different investment strategy (including leaving a significant portion of a fund's assets uninvested) for defensive purposes. Uninvested assets do not earn income for a fund, which may have a significant negative impact on the fund's yield and may prevent the fund from achieving its investment objective.

Fundamental Investment Policies

The following policies are fundamental, that is, subject to change only by shareholder approval:

Fidelity Government Money Market Fund seeks as high a level of current income as is consistent with preservation of capital and liquidity.

Fidelity Money Market Fund seeks as high a level of current income as is consistent with preservation of capital and liquidity.

Fidelity U.S. Treasury Money Market Fund seeks as high a level of current income as is consistent with the security of principal and liquidity.

Shareholder Notice

The following policies are subject to change only upon 60 days' prior notice to shareholders:

Fidelity Government Money Market Fund normally invests at least 80% of its assets in U.S. Government securities and repurchase agreements for those securities.

Fidelity U.S. Treasury Money Market Fund normally invests at least 80% of its assets in U.S. Treasury securities.

Valuing Shares

Each fund is open for business each day the NYSE is open. Even if the NYSE is closed, a fund will be open for business on those days on which the New York Fed is open, the primary trading markets for the fund's portfolio instruments are open, and the fund's management believes there is an adequate market to meet purchase and redemption requests.

Each fund's NAV is the value of a single share. Fidelity normally calculates each fund's NAV as of the close of business of the NYSE, normally 4:00 p.m. Eastern time. Each fund's assets normally are valued as of this time for the purpose of computing the fund's NAV.

NAV is not calculated and a fund will not process purchase and redemption requests submitted on days when the fund is not open for business. The time at which shares are priced and until which purchase and redemption orders are accepted may be changed as permitted by the Securities and Exchange Commission (SEC).

To the extent that a fund's assets are traded in other markets on days when the fund is not open for business, the value of the fund's assets may be affected on those days. In addition, trading in some of a fund's assets may not occur on days when the fund is open for business.

Each fund's assets are valued on the basis of amortized cost.

Shareholder Information

Additional Information about the Purchase and Sale of Shares

General Information

Fidelity Investments was established in 1946 to manage one of America's first mutual funds. Today, Fidelity is one of the world's largest providers of financial services.

In addition to its mutual fund business, the company operates one of America's leading brokerage firms, Fidelity Brokerage Services LLC. Fidelity is also a leader in providing tax-advantaged retirement plans for individuals investing on their own or through their employer.

You may buy or sell shares of a fund through a Fidelity brokerage account or a Fidelity mutual fund account. If you buy or sell shares of a fund (other than by exchange) through a Fidelity brokerage account, your transactions generally involve your Fidelity brokerage core (a settlement vehicle included as part of your Fidelity brokerage account).

If you do not currently have a Fidelity brokerage account or a Fidelity mutual fund account and would like to invest in a fund, you may need to complete an application. For more information about a Fidelity brokerage account or a Fidelity mutual fund account, please visit Fidelity's web site at www.fidelity.com, call 1-800-FIDELITY, or visit a Fidelity Investor Center (call 1-800-544-9797 for the center nearest you).

You may also buy or sell shares of the funds through a retirement account (such as an IRA or an account funded through salary deduction) or an investment professional. Retirement specialists are available at 1-800-544-4774 to answer your questions about Fidelity retirement products. If you buy or sell shares of a fund through a retirement account or an investment professional, the procedures for buying, selling, and exchanging shares of the fund and the account features and policies may differ from those discussed in this prospectus. Fees in addition to those discussed in this prospectus may also apply. For example, you may be charged a transaction fee if you buy or sell shares of a fund through a non-Fidelity broker or other investment professional.

You should include the following information with any order to buy, sell, or exchange shares:

- Your name;
- Your account number;
- Name of fund whose shares you want to buy or sell; and
- Dollar amount or number of shares you want to buy or sell.

Certain methods of contacting Fidelity, such as by telephone or electronically, may be unavailable or delayed (for example, during periods of unusual market activity). In addition, the level and type of service available may be restricted based on criteria established by Fidelity.

A fund may reject for any reason, or cancel as permitted or required by law, any purchase or exchange, including transactions deemed to represent excessive trading, at any time.

Excessive trading of fund shares can harm shareholders in various ways, including reducing the returns to long-term shareholders by increasing costs to a fund (such as spreads paid to dealers who sell money market instruments to a fund) and disrupting portfolio management strategies.

FMR anticipates that shareholders will purchase and sell shares of each fund frequently because a money market fund is designed to offer investors a liquid cash option. Accordingly, the Board of Trustees has not adopted policies and procedures designed to discourage excessive trading of money market fund shares and each fund accommodates frequent trading.

A fund may in its discretion restrict, reject, or cancel any purchases or exchanges that, in FMR's opinion, may be disruptive to the management of that fund or otherwise not be in the fund's interests.

Each fund has no limit on purchase or exchange transactions. Each fund reserves the right at any time to restrict purchases or exchanges or impose conditions that are more restrictive on excessive or disruptive trading than those stated in this prospectus.

Buying Shares

The price to buy one share of each fund is its NAV. Each fund's shares are sold without a sales charge.

Your shares will be bought at the NAV next calculated after your investment is received in proper form.

Each fund has authorized certain intermediaries to accept orders to buy shares on its behalf. When authorized intermediaries receive an order in proper form, the order is considered as being placed with the fund, and shares will be bought at the NAV next calculated after the order is received by the authorized intermediary. Orders by funds of funds for which FMR or an affiliate serves as investment manager will be treated as received by the fund at the same time that the corresponding orders are received in proper form by the funds of funds.

There is no minimum balance or purchase minimum for investments through Portfolio Advisory Services, a mutual fund or a qualified tuition program for which FMR or an affiliate serves as investment manager, certain Fidelity retirement accounts funded through salary deduction, or fund positions opened with the proceeds of distributions from such retirement accounts or from a Fidelity systematic withdrawal service. In addition, each fund may waive or lower purchase minimums in other circumstances.

Each fund may stop offering shares completely or may offer shares only on a limited basis, for a period of time or permanently.

If your payment is not received and collected, your purchase may be canceled and you could be liable for any losses or fees a fund or Fidelity has incurred.

Under applicable anti-money laundering regulations and other federal regulations, purchase orders may be suspended, restricted, or canceled and the monies may be withheld.

Selling Shares

The price to sell one share of each fund is its NAV.

Your shares will be sold at the NAV next calculated after your order is received in proper form. Normally, redemptions will be processed by the next business day, but it may take up to seven days to pay the redemption proceeds if making immediate payment would adversely affect a fund.

Each fund has authorized certain intermediaries to accept orders to sell shares on its behalf. When authorized intermediaries receive an order in proper form, the order is considered as being placed with the fund, and shares will be sold at the NAV next calculated after the order is received by the authorized intermediary. Orders by funds of funds for which FMR or an affiliate serves as investment manager will be treated as received by the fund at the same time that the corresponding orders are received in proper form by the funds of funds.

A signature guarantee is designed to protect you and Fidelity from fraud. If you hold your shares in a Fidelity mutual fund account and submit your request to Fidelity by mail, Fidelity may require that your request be made in writing and include a signature guarantee in certain circumstances, such as:

- When you wish to sell more than \$100,000 worth of shares;
- When the address on your account (record address) has changed within the last 15 days or you are requesting that a check be mailed to an address different than the record address;
- When you are requesting that redemption proceeds be paid to someone other than the account owner; or
- In certain situations when the redemption proceeds are being transferred to a Fidelity mutual fund account with a different registration.

You should be able to obtain a signature guarantee from a bank, broker (including Fidelity Investor Centers), 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.

When you place an order to sell shares, note the following:

- If you are selling some but not all of your shares, keep your fund balance above the required minimum to keep your fund position open, except fund positions not subject to balance minimums.
- Redemption proceeds (other than exchanges) may be delayed until money from prior purchases sufficient to cover your redemption has been received and collected.
- Redemptions may be suspended or payment dates postponed when the NYSE is closed (other than weekends or holidays), when trading on the NYSE is restricted, or as permitted by the SEC.

- Redemption proceeds may be paid in securities or other property rather than in cash if FMR determines it is in the best interests of a fund.

- If you hold your shares in a Fidelity mutual fund account and you sell shares by writing a check, if available, and the amount of the check is greater than the value of your fund position, your check will be returned to you and you may be subject to additional charges.

- You will not receive interest on amounts represented by uncashed redemption checks.

- If you hold your shares in a Fidelity mutual fund account and your redemption check remains uncashed for more than one year, the check may be invested in additional shares of the fund at the NAV next calculated on the day of the investment.

- Under applicable anti-money laundering regulations and other federal regulations, redemption requests may be suspended, restricted, canceled, or processed and the proceeds may be withheld.

To sell shares issued with certificates, call Fidelity for instructions. The funds do not currently issue share certificates.

Exchanging Shares

An exchange involves the redemption of all or a portion of the shares of one fund and the purchase of shares of another fund.

As a shareholder, you have the privilege of exchanging shares of a fund for shares of other Fidelity funds.

However, you should note the following policies and restrictions governing exchanges:

- The exchange limit may be modified for accounts held by certain institutional retirement plans to conform to plan exchange limits and Department of Labor regulations. See your retirement plan materials for further information.

- Each fund may refuse any exchange purchase for any reason. For example, each fund may refuse exchange purchases by any person or group if, in FMR's judgment, the fund would be unable to invest the money effectively in accordance with its investment objective and policies, or would otherwise potentially be adversely affected.

- Before exchanging into a fund, read its prospectus.

- The fund you are exchanging into must be available for sale in your state.

- Exchanges may have tax consequences for you.

- If you are exchanging between accounts that are not registered in the same name, address, and taxpayer identification number (TIN), there may be additional requirements.

- Under applicable anti-money laundering regulations and other federal regulations, exchange requests may be suspended, restricted, canceled, or processed and the proceeds may be withheld.

Shareholder Information – continued

The funds may terminate or modify exchange privileges in the future.

Other funds may have different exchange restrictions and minimums, and may impose redemption fees of up to 2.00% of the amount exchanged. Check each fund's prospectus for details.

Features and Policies

Features

The following features may be available to buy and sell shares of a fund or to move money to and from your account, depending on whether you are investing through a Fidelity brokerage account or a Fidelity mutual fund account. Please visit Fidelity's web site at www.fidelity.com or call 1-800-544-6666 for more information.

Electronic Funds Transfer: electronic money movement through the Automated Clearing House

- To transfer money between a bank account and a Fidelity brokerage account or Fidelity mutual fund account.
- You can use electronic funds transfer to:
 - Make periodic (automatic) purchases of Fidelity fund shares or payments to your Fidelity brokerage account.
 - Make periodic (automatic) redemptions of Fidelity fund shares or withdrawals from your Fidelity brokerage account.

Wire: electronic money movement through the Federal Reserve wire system

- To transfer money between a bank account and a Fidelity brokerage account or Fidelity mutual fund account.

Automatic Transactions: periodic (automatic) transactions

- To directly deposit all or a portion of your compensation from your employer (or the U.S. Government, in the case of Social Security) into a Fidelity brokerage account or Fidelity mutual fund account.
- To make contributions from a Fidelity mutual fund account to a Fidelity mutual fund IRA.
- To sell shares of a Fidelity money market fund and simultaneously to buy shares of another Fidelity fund in a Fidelity mutual fund account.

Checkwriting

- To sell Fidelity fund shares from your Fidelity mutual fund account or withdraw money from your Fidelity brokerage account.

Policies

The following policies apply to you as a shareholder.

Statements that Fidelity sends to you include the following:

- Confirmation statements (after transactions affecting your fund balance except, to the extent applicable, reinvestment of distributions in the fund or another fund, certain transactions through automatic investment or withdrawal programs, and certain transactions in the funds that are followed by a monthly account statement).
- Monthly or quarterly account statements (detailing fund balances and all transactions completed during the prior month or quarter).

To reduce expenses, only one copy of most financial reports and prospectuses may be mailed to households, even if more than one person in a household holds shares of a fund. Call Fidelity at 1-800-544-8544 if you need additional copies of financial reports or prospectuses. If you do not want the mailing of these documents to be combined with those for other members of your household, contact Fidelity in writing at P.O. Box 770001, Cincinnati, Ohio 45277-0002.

Electronic copies of most financial reports and prospectuses are available at Fidelity's web site. To participate in Fidelity's electronic delivery program, call Fidelity or visit Fidelity's web site for more information.

You may initiate many **transactions by telephone or electronically**. Fidelity will not be responsible for any loss, cost, expense, or other liability resulting from unauthorized transactions if it follows reasonable security procedures designed to verify the identity of the investor. Fidelity will request personalized security codes or other information, and may also record calls. For transactions conducted through the Internet, Fidelity recommends the use of an Internet browser with 128-bit encryption. You should verify the accuracy of your confirmation statements upon receipt and notify Fidelity immediately of any discrepancies in your account activity. If you do not want the ability to sell and exchange by telephone, call Fidelity for instructions.

You may also be asked to provide additional information in order for Fidelity to verify your identity in accordance with requirements under anti-money laundering regulations. Accounts may be restricted and/or closed, and the monies withheld, pending verification of this information or as otherwise required under these and other federal regulations.

Fidelity may deduct a **small balance maintenance fee** of \$12.00 from a fund balance with a value of less than \$2,000 in shares. It is expected that fund balances will be valued after November 1 but prior to December 31 of each calendar year. Fund positions opened after September 30 will not be subject to the fee for that calendar year. The fee, which is payable to Fidelity, is designed to offset in

part the relatively higher costs of servicing smaller fund positions. This fee will not be deducted from fund positions opened after January 1 of that calendar year if those positions use certain regular investment plans.

If your **fund balance** falls below \$10,000 worth of shares for any reason and you do not increase your balance, Fidelity may sell all of your shares and send the proceeds to you after providing you with at least 30 days' notice to reestablish the minimum balance. Your shares will be sold at the NAV on the day Fidelity closes your fund position. Certain fund positions are not subject to these balance requirements and will not be closed for failure to maintain a minimum balance.

Fidelity may charge a **fee for certain services**, such as providing historical account documents.

Dividends and Capital Gain Distributions

Each fund earns interest, dividends, and other income from its investments, and distributes this income (less expenses) to shareholders as dividends. Each fund may also realize capital gains from its investments, and distributes these gains (less losses), if any, to shareholders as capital gain distributions.

Distributions you receive from each fund consist primarily of dividends. Each fund normally declares dividends daily and pays them monthly.

Earning Dividends

A fund processes purchase and redemption requests only on days it is open for business.

Shares generally begin to earn dividends on the first business day following the day of purchase.

Shares generally earn dividends until, but not including, the next business day following the day of redemption.

Exchange requests will be processed only when both funds are open for business.

Distribution Options

When you open an account, specify on your application how you want to receive your distributions. The following distribution options are available for shares of each fund:

1. Reinvestment Option. Your dividends and capital gain distributions, if any, will be automatically reinvested in additional shares of the fund. If you do not indicate a choice on your application, you will be assigned this option.

2. Cash Option. Your dividends and capital gain distributions, if any, will be paid in cash.

3. Directed Dividends[®] Option. Your dividends will be automatically invested in shares of another identically registered Fidelity fund. Your capital gain distributions, if any, will be automatically invested in shares of another identically registered

Fidelity fund, automatically reinvested in additional shares of the fund, or paid in cash.

If the distribution option you prefer is not listed on your account application, or if you want to change your current distribution option, visit Fidelity's web site at www.fidelity.com or call 1-800-544-6666 for more information.

If you elect to receive distributions paid in cash by check and the U.S. Postal Service does not deliver your checks, your distribution option may be converted to the Reinvestment Option. You will not receive interest on amounts represented by uncashed distribution checks.

If your dividend check(s) remains uncashed for more than six months, your check(s) may be invested in additional shares of the fund at the NAV next calculated on the day of the investment.

Tax Consequences

As with any investment, your investment in a fund could have tax consequences for you. If you are not investing through a tax-advantaged retirement account, you should consider these tax consequences.

Distributions you receive from each fund are subject to federal income tax, and may also be subject to state or local taxes.

For federal tax purposes, certain of each fund's distributions, including dividends and distributions of short-term capital gains, are taxable to you as ordinary income, while certain of each fund's distributions, including distributions of long-term capital gains, if any, are taxable to you generally as capital gains. Because each fund's income is primarily derived from interest, dividends from each fund generally will not qualify for the long-term capital gains tax rates available to individuals.

Any taxable distributions you receive from a fund will normally be taxable to you when you receive them, regardless of your distribution option. If you elect to receive distributions in cash or to invest distributions automatically in shares of another Fidelity fund, you will receive certain December distributions in January, but those distributions will be taxable as if you received them on December 31.

Fund Services

Fund Management

Each fund is a mutual fund, an investment that pools shareholders' money and invests it toward a specified goal.

FMR is each fund's manager. The address of FMR and its affiliates, unless otherwise indicated below, is 82 Devonshire Street, Boston, Massachusetts 02109.

As of December 31, 2011, FMR had approximately \$1.0 billion in discretionary assets under management.

As the manager, FMR has overall responsibility for directing each fund's investments and handling its business affairs.

FIMM serves as a sub-adviser for each fund. FIMM has day-to-day responsibility for choosing investments for each fund.

FIMM is an affiliate of FMR. As of December 31, 2011, FIMM had approximately \$602.4 billion in discretionary assets under management.

Other investment advisers assist FMR with foreign investments:

- Fidelity Management & Research (U.K.) Inc. (FMR U.K.), at 10 Paternoster Square, 4th Floor, London, EC4M 7LS, United Kingdom, serves as a sub-adviser for each fund. As of December 31, 2011, FMR U.K. had approximately \$13.4 billion in discretionary assets under management. FMR U.K. may provide investment research and advice on issuers based outside the United States and may also provide investment advisory services for each fund. FMR U.K. is an affiliate of FMR.
- Fidelity Management & Research (Hong Kong) Limited (FMR H.K.), at Floor 19, 41 Connaught Road Central, Hong Kong, serves as a sub-adviser for each fund. As of December 31, 2011, FMR H.K. had approximately \$7.1 billion in discretionary assets under management. FMR H.K. may provide investment research and advice on issuers based outside the United States and may also provide investment advisory services for each fund. FMR H.K. is an affiliate of FMR.
- Fidelity Management & Research (Japan) Inc. (FMR Japan), at Kamiyacho Prime Place, 1-17, Toranomon-4-Chome, Minato-ku, Tokyo, Japan, serves as a sub-adviser for each fund. FMR Japan was organized in 2008 to provide investment research and advice on issuers based outside the United States. FMR Japan may provide investment research and advice on issuers based outside the United States and may also provide investment advisory services for each fund. FMR Japan is an affiliate of FMR.

From time to time a manager, analyst, or other Fidelity employee may express views regarding a particular company, security, industry, or market sector. The views expressed by any such person are the views of only that individual as of the time expressed and do not necessarily represent the views of Fidelity or any other person in the Fidelity organization. Any such views are subject to change at any time based upon market or other conditions and Fidelity disclaims any responsibility to update such views. These views may not be relied on as investment advice and, because investment decisions for a Fidelity fund are based on numerous factors, may

not be relied on as an indication of trading intent on behalf of any Fidelity fund.

Each fund pays a management fee to FMR. The management fee is calculated and paid to FMR every month. FMR pays all of the other expenses of each fund with limited exceptions.

Each fund's annual management fee rate is 0.42% of its average net assets.

FMR pays FIMM, FMR U.K., FMR H.K., and FMR Japan for providing sub-advisory services.

The basis for the Board of Trustees approving the management contract and sub-advisory agreements for each fund is available in each fund's semi-annual report for the fiscal period ended October 31, 2011.

FMR may, from time to time, agree to reimburse a fund for, or waive, management fees above a specified limit. FMR retains the ability to be repaid by a fund if expenses fall below the specified limit prior to the end of the fiscal year.

Reimbursement or waiver arrangements can decrease expenses and boost performance.

Fund Distribution

FDC distributes each fund's shares.

Intermediaries, including retirement plan sponsors, administrators, and service-providers (who may be affiliated with FMR or FDC), may receive from FMR, FDC, and/or their affiliates compensation for providing recordkeeping and administrative services, as well as other retirement plan expenses, and compensation for services intended to result in the sale of shares of the fund. These payments are described in more detail in this section and in the statement of additional information (SAI).

Each fund has adopted a Distribution and Service Plan pursuant to Rule 12b-1 under the Investment Company Act of 1940 (1940 Act) with respect to its shares that recognizes that FMR may use its management fee revenues, as well as its past profits or its resources from any other source, to pay FDC for expenses incurred in connection with providing services intended to result in the sale of shares of each fund and/or shareholder support services. FMR, directly or through FDC, may pay significant amounts to intermediaries, including retirement plan sponsors, service-providers, and administrators, that provide those services. Currently, the Board of Trustees of each fund has authorized such payments for shares of each fund.

If payments made by FMR to FDC or to intermediaries under a Distribution and Service Plan were considered to be paid out of a fund's assets on an ongoing basis, they might increase the cost of your investment and might cost you more than paying other types of sales charges.

From time to time, FDC may offer special promotional programs to investors who purchase shares of Fidelity funds. For example, FDC may offer merchandise, discounts, vouchers, or similar items to investors who purchase shares of certain Fidelity funds during

certain periods. To determine if you qualify for any such programs, contact Fidelity or visit our web site at www.fidelity.com.

No dealer, sales representative, or any other person has been authorized to give any information or to make any representations, other than those contained in this prospectus and in the related SAI, in connection with the offer contained in this prospectus. If given or made, such other information or representations must not be relied upon as having been authorized by the funds or FDC. This prospectus and the related SAI do not constitute an offer by the funds or by FDC to sell shares of the funds to or to buy shares of the funds from any person to whom it is unlawful to make such offer.

Appendix

Financial Highlights

The financial highlights tables are intended to help you understand the financial history of each fund's shares for the past 5 years. Certain information reflects financial results for a single share of a fund. The total returns in the table represent the rate that an investor would have earned (or lost) on an investment in shares of a fund

(assuming reinvestment of all dividends and distributions). This information has been audited by PricewaterhouseCoopers LLP, independent registered public accounting firm, whose reports, along with each fund's financial highlights and financial statements, are included in each fund's annual report. A free copy of each annual report is available upon request.

Fidelity Government Money Market Fund					
Years ended April 30,	2012	2011	2010	2009	2008
Selected Per-Share Data					
Net asset value, beginning of period	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00
Income from Investment Operations					
Net investment income (loss)	— ^D	— ^D	.001	.015	.042
Net realized and unrealized gain (loss) ^D	—	—	—	—	—
Total from investment operations	— ^D	— ^D	.001	.015	.042
Distributions from net investment income	— ^D	— ^D	(.001)	(.015)	(.042)
Distributions from net realized gain	—	— ^D	— ^D	—	—
Total distributions	— ^D	— ^D	(.001)	(.015)	(.042)
Net asset value, end of period	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00
Total Return ^{A,B}	.01%	.01%	.09%	1.48%	4.31%
Ratios to Average Net Assets ^C					
Expenses before reductions	.42%	.42%	.42%	.45%	.42%
Expenses net of fee waivers, if any	.16%	.26%	.35%	.45%	.42%
Expenses net of all reductions	.16%	.26%	.35%	.44%	.41%
Net investment income (loss)	.01%	.01%	.10%	1.39%	4.02%
Supplemental Data					
Net assets, end of period (000 omitted)	\$ 2,826,285	\$ 583,462	\$ 700,145	\$ 1,144,433	\$ 837,409

^A Total returns would have been lower if certain expenses had not been reduced during the applicable periods shown.

^B Total returns do not include the effect of the account closeout fee.

^C Expense ratios reflect operating expenses of the Fund. Expenses before reductions do not reflect amounts reimbursed or waived or reductions from expense offset arrangements and do not represent the amount paid by the Fund during periods when reimbursements, waivers or reductions occur. Expenses net of fee waivers reflect expenses after reimbursement and waivers but prior to reductions from expense offset arrangements. Expenses net of all reductions represent the net expenses paid by the Fund.

^D Amount represents less than \$.001 per share.

Fidelity Money Market Fund

Years ended April 30,	2012	2011	2010	2009	2008
Selected Per-Share Data					
Net asset value, beginning of period	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00
Income from Investment Operations					
Net investment income (loss)	— ^D	— ^D	.002	.021	.045
Net realized and unrealized gain (loss) ^D	—	—	—	—	—
Total from investment operations	— ^D	— ^D	.002	.021	.045
Distributions from net investment income					
Distributions from net investment income	— ^D	— ^D	(.002)	(.021)	(.045)
Distributions from net realized gain					
Distributions from net realized gain	—	— ^D	— ^D	—	—
Total distributions	— ^D	— ^D	(.002)	(.021)	(.045)
Net asset value, end of period	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00
Total Return^{A,B}	.01%	.03%	.24%	2.10%	4.60%
Ratios to Average Net Assets^C					
Expenses before reductions	.42%	.42%	.43%	.44%	.42%
Expenses net of fee waivers, if any	.37%	.41%	.43%	.44%	.42%
Expenses net of all reductions	.37%	.41%	.43%	.44%	.41%
Net investment income (loss)	.01%	.03%	.26%	2.03%	4.49%

Supplemental Data

Net assets, end of period (in millions)	\$ 3,388	\$ 4,197	\$ 6,457	\$ 8,876	\$ 7,790
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^A Total returns would have been lower if certain expenses had not been reduced during the applicable periods shown.

^B Total returns do not include the effect of the account closeout fee.

^C Expense ratios reflect operating expenses of the Fund. Expenses before reductions do not reflect amounts reimbursed or waived or reductions from expense offset arrangements and do not represent the amount paid by the Fund during periods when reimbursements, waivers or reductions occur. Expenses net of fee waivers reflect expenses after reimbursement and waivers but prior to reductions from expense offset arrangements. Expenses net of all reductions represent the net expenses paid by the Fund.

^D Amount represents less than \$.001 per share.

Fidelity U.S. Treasury Money Market Fund

Years ended April 30,	2012	2011	2010	2009	2008
Selected Per-Share Data					
Net asset value, beginning of period	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00
Income from Investment Operations					
Net investment income (loss)	— ^D	— ^D	— ^D	.007	.035
Net realized and unrealized gain (loss) ^D	—	—	—	—	—
Total from investment operations	— ^D	— ^D	— ^D	.007	.035
Distributions from net investment income					
Distributions from net investment income	— ^D	— ^D	— ^D	(.007)	(.035)
Distributions from net realized gain					
Distributions from net realized gain	—	—	— ^D	—	—
Total distributions	— ^D	— ^D	— ^D	(.007)	(.035)
Net asset value, end of period	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00
Total Return^{A,B}	.01%	.01%	.02%	.75%	3.59%
Ratios to Average Net Assets^C					
Expenses before reductions	.42%	.42%	.42%	.45%	.45%
Expenses net of fee waivers, if any	.05%	.17%	.27%	.45%	.45%
Expenses net of all reductions	.05%	.17%	.27%	.45%	.44%
Net investment income (loss)	.01%	.01%	.01%	.58%	3.21%

Supplemental Data

Net assets, end of period (in millions)	\$ 6,044	\$ 4,722	\$ 5,196	\$ 8,413	\$ 4,786
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^A Total returns would have been lower if certain expenses had not been reduced during the applicable periods shown.

^B Total returns do not include the effect of the account closeout fee.

^C Expense ratios reflect operating expenses of the Fund. Expenses before reductions do not reflect amounts reimbursed or waived or reductions from expense offset arrangements and do not represent the amount paid by the Fund during periods when reimbursements, waivers or reductions occur. Expenses net of fee waivers reflect expenses after reimbursement and waivers but prior to reductions from expense offset arrangements. Expenses net of all reductions represent the net expenses paid by the Fund.

^D Amount represents less than \$.001 per share.

Notes

Notes

IMPORTANT INFORMATION ABOUT OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT ACT), requires all financial institutions to obtain, verify, and record information that identifies each person or entity that opens an account.

For individual investors opening an account: When you open an account, you will be asked for your name, address, date of birth, and other information that will allow Fidelity to identify you. You may also be asked to provide documents that may help to establish your identity, such as your driver's license.

For investors other than individuals: When you open an account, you will be asked for the name of the entity, its principal place of business and taxpayer identification number (TIN) and may be requested to provide information on persons with authority or control over the account such as name, residential address, date of birth and social security number. You may also be asked to provide documents, such as drivers' licenses, articles of incorporation, trust instruments or partnership agreements and other information that will help Fidelity identify the entity.

You can obtain additional information about the funds. A description of each fund's policies and procedures for disclosing its holdings is available in the funds' SAI and on Fidelity's web sites. The SAI also includes more detailed information about each fund and its investments. The SAI is incorporated herein by reference (legally forms a part of the prospectus). Each fund's annual and semi-annual reports also include additional information.

For a free copy of any of these documents or to request other information or ask questions about a fund, call Fidelity at 1-800-544-8544. In addition, you may visit Fidelity's web site at www.fidelity.com for a free copy of a prospectus, SAI, or annual or semi-annual report or to request other information.

The SAI, the funds' annual and semi-annual reports and other related materials are available from the Electronic Data Gathering, Analysis, and Retrieval (EDGAR) Database on the SEC's web site (<http://www.sec.gov>). You can obtain copies of this information, after paying a duplicating fee, by sending a request by e-mail to publicinfo@sec.gov or by writing the Public Reference Section of the SEC, Washington, D.C. 20549-1520. You can also review and copy information about the funds, including the funds' SAI, at the SEC's Public Reference Room in Washington, D.C. Call 1-202-551-8090 for information on the operation of the SEC's Public Reference Room.

Investment Company Act of 1940, File Number, 811-07139

FDC is a member of the Securities Investor Protection Corporation (SIPC). You may obtain information about SIPC, including the SIPC brochure, by visiting www.sipc.org or calling SIPC at 202-371-8300.

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