

Registered Investment Advisor Agreement for Investment Advisor Representative

This Registered Investment Advisor Agreement (“Agreement”) is used to collect information about the individual Investment Advisor Representative (“IAR”) who has been authorized by a principal of the Registered Investment Advisor (“RIA”) to act pursuant to the terms of the Representation and Indemnification Letter provided by the RIA to Fidelity Brokerage Services, LLC (“FBS”), National Financial Services LLC (“NFS”) and Fidelity Investments Institutional Operations Company, Inc. (“FIIOC”) (collectively, “Fidelity”), as amended from time to time (“Letter”).

By signing this Agreement, the RIA represents that it has fully informed the IAR of the terms of the Letter, and the IAR represents that it is fully aware of the terms of the Letter and agrees to follow such terms to the same extent as the RIA. The RIA understands and agrees that it is wholly and solely responsible for all activities of the IAR under this Agreement, whether or not authorized by the RIA.

The term “Participant” refers to the plan participant on whose behalf such Investment Advisor purports to act in a fiduciary capacity, and who has signed the Fidelity Investments Registered Investment Advisor Authorization Form. The terms of this Agreement will apply to any order, instruction, or representation that such Investment Advisor gives Fidelity with respect to any such Participant.

This Agreement is effective as of the later of the dates the Agreement is signed by the RIA and the IAR, as set forth in Part B, but may be terminated at any time in Fidelity’s discretion if any of the statements or representations set forth below become untrue, or for any other reason or no reason. This Agreement will automatically terminate as of the earliest of (1) the date that the relationship between Fidelity and the RIA ceases; (2) the date that the RIA or IAR informs Fidelity that the IAR’s relationship with the RIA has been terminated; or (3) the date that Fidelity terminates this Agreement.

A. Conditions of the Agreement

In order to induce Fidelity to accept from us orders and other instructions with respect to a Participant, we hereby represent to Fidelity and agree that:

- (1) I am (or my firm is) an Investment Advisor registered under the Investment Advisers Act of 1940 (“Advisers Act”) or in each state in which I or my activities require registration and that such registration is current and not restricted due to any regulatory agency actions;
- (2) If applicable, I am (or my firm is) an Investment Advisor registered under the Investment Advisers Act of 1940 or other appropriate regulator;
- (3) As of the date of this Agreement I am, and during any period for which I serve as Advisor to any account with you I shall remain, in compliance with each of the laws, rules, and regulations to which I am or my activities are subject;
- (4) I have made such disclosure to Participants regarding the advisory relationship described herein as is required by applicable law or regulation;
- (5) I have a valid contract in place with the Participant to provide investment advice and investment advisory services, which include all the services authorized by the Participant in Section 2 of the Fidelity Investments Registered Investment Advisor Authorization Form. I agree to immediately inform Fidelity if the Participant dies, or partially or completely revokes, terminates, suspends, or materially modifies all or part of such contract, or if a legal guardian or conservator is appointed to handle the Participant’s affairs;
- (6) I have in my files written authorization, power of attorney, or other similar instrument duly executed by the Participant that authorizes me to direct orders on a discretionary basis to you on behalf of the Participant;
- (7) In the event I request Fidelity to (a) deduct investment advisor management fees from an account, or (b) take any other action with respect to a Participant or account maintained with Fidelity, I have in my files such duly executed documentation as is necessary to authorize me to make such request;
- (8) I represent that I will open accounts with Fidelity and/or refer Participants to Fidelity only in those instances in which I deem it appropriate and in the best interest of Participants;



- (9) I represent that I have made such disclosures to Participants regarding all third-party service providers I use and any personal information I pass through to third-party providers in the course of managing their accounts. I represent that I understand and will apply the applicable terms of the Letter (or amendment thereto) any time I transmit, request to transmit, export, download, retrieve, access or otherwise use Client Data, which includes Participants' Third Party Data and Personal Information;
- (10) In the event I provide Fidelity with instructions via a faxed or imaged document, I represent that I have the original of that document in my files and will forward it to Fidelity upon request; and that the person(s) who executed such authorizing document(s), including the delegation to me of discretionary investment authority, was properly authorized to do so by the person or institution he or she represents;
- (11) I have provided to each Participant complete and current documentation regarding each of Fidelity's products and services that I may make available to them, and have caused such documentation to be properly executed by or on behalf of the Participant where required;
- (12) I am neither affiliated with nor an agent of Fidelity, I am not authorized to make representations to Participants or others on behalf of Fidelity, and I will not make any representation(s) to the contrary;
- (13) With respect to each order or instruction I direct to Fidelity on behalf of a Participant, I have fully investigated and considered the Participant's investment objectives and other relevant information and have determined that each such order, instruction, and resulting transaction is suitable for the Participant and that the Participant has sufficient assets to satisfy the financial obligations to Fidelity resulting from the transaction;
- (14) I agree to be financially responsible for any unsatisfied financial obligation in our firm accounts or Participant accounts in the event that such obligation is the result of instructions or an order that I or a third-party service provider working for me directed to Fidelity;
- (15) I will not engage in the following activities without written authorization from the employer:
- Unscheduled solicitation visits to an employee's home or office;
 - Unsolicited sales presentations in offices, hallways, cafeterias, parking lots, sidewalks, streets, etc.;
 - Solicitation mailings, emailings or other communications to employees' places of employment such as a campus address (or email address), or use of the employer's institutional mail or email system for any purpose;
 - Promotional telephone solicitation calls (cold calls) to employees at places of employment; and
 - The distribution of sales or promotional material on property owned or controlled by a Participant's employer other than to an individual employee during a scheduled visit;
- (16) I have familiarized myself with and will conduct my professional activities in accordance with the employer's retirement plan policies regarding solicitation and marketing activities where a Participant is employed;
- (17) I understand that Fidelity has the right to cease doing business with me or my firm for violating our representations and agreements, engaging in prohibited activities or for any other reason or for no reason. I understand that cessation may include, but not be limited to, termination of access to Wealthscape and/or other similar electronic data channels, cessation of trading brokerage services, termination of fee deduction capabilities, and/or discontinuance of receipt of duplicate account statements and correspondence, in Fidelity's sole discretion. We agree that Fidelity may notify the affected Participants and/or Sponsors of such occurrence;
- (18) I understand and accept that for a variety of reasons, including verification of securities transactions and other information, Fidelity may monitor and/or record telephone conversations between me or my employees and Fidelity representatives. I consent to such recording and will be solely responsible for notifying, and obtaining the consent of, all current and future employees that such conversations may be monitored and/or recorded. I consent to the admission of such recordings as evidence in any adjudication of any dispute or claim arising under this representation should Fidelity wish to admit them;
- (19) I will not alter any of the materials provided to me by Fidelity, including but not limited to the Fidelity custodial account agreement, disclosure statement, Participant agreements, or Participant applications. I agree to deliver to Participants all account documentation provided by Fidelity in its entirety, including but not limited to applications, agreements, and any ancillary documentation;

- (20) I understand and agree, pursuant to IRS Section 403(b) or the employer's retirement plan transfer rules, that exchanges out of the Participant's account may only be made to employer-approved vendors;
- (21) I agree to notify Fidelity immediately in the event our investment advisor registration status under the Advisers Act or the state(s) in which I am currently registered is terminated or changes materially;
- (22) I understand and agree that I will not take any action that knowingly results in a Participant's account being invested in an investment product that is not an available investment under the retirement plan;
- (23) I understand that either party may terminate the agreement to provide advisory services at any time with 30 days' advance written notice or immediately if I cease to be registered as an Investment Advisor. No termination by Fidelity or me in accordance with this section shall affect the rights or obligations of either party arising prior to the effective date of such termination;
- (24) I agree that Fidelity may, but is not obligated to, perform a background check on me and/or any or all of the individuals identified in Section 1B of the Fidelity Investments Registered Investment Advisor Authorization Form or otherwise verify any information I and/or any or all of the individuals identified in Section 1B provide, and I authorize Fidelity to obtain a credit report or other financial responsibility report about me and/or any or all of the individuals identified in Section 1B at any time. Upon written request Fidelity will provide the name and address of the reporting agency used. I agree that Fidelity has the right to reject me and/or any or all of the individuals identified in Section 1B as Investment Advisors as a result of such a credit report or for any other reason at any time, and that Fidelity may notify the Participant of any such rejection and the reason therefore;
- (25) I agree that Fidelity assumes no responsibility for reviewing or monitoring any investment decision or other activity by me or my designees, but reserves the right to confirm any order or instruction with the Participant prior to acting upon the order or instruction;
- (26) I agree that acceptance of this agreement by Fidelity, and, if applicable, the employer, is not an endorsement of me, any or all of the individuals identified in Section 1B of the Fidelity Investments Registered Investment Advisor Authorization Form, or my firm;
- (27) If "Payment of Investment Advisor's Fees" is authorized, I assert and agree that:
- My fees are fully disclosed to the Participant;
 - My contract with the Participant requires that my fees be paid directly from the Participant's account(s) only, and that such account(s) is solely liable for such fees;
 - My fees cannot be paid directly by the Participant at any time;
 - My fees relate directly to the provision of services with respect to the Participant's account(s); and
 - I understand that Fidelity will treat the fee deductions and disbursements as nonreportable, nontaxable transactions to the Participant for tax purposes, unless the Internal Revenue Service considers (1) the advisory fee deductions not to be an "ordinary and necessary" expense of the account(s) or (2) the account(s) is not "solely liable" for such fees. I agree to immediately inform Fidelity if the Participant is required to report the fee deductions and disbursements as taxable transactions, at which time Fidelity may, in its sole discretion, discontinue such deductions and disbursements from the Participant's account(s) under the plan(s);
- (28) If the employer's signature is not required, I assert that I have verified the accuracy of the information provided by the Participant in Section 2 of the Fidelity Investments Registered Investment Advisor Authorization Form and I agree that the employer's signature is not required in Section 3;
- (29) I agree that this Agreement shall be construed, administered, and enforced according to the laws of the Commonwealth of Massachusetts, except as superseded by federal laws or regulations;
- (30) I agree that this Agreement shall inure to the benefit of Fidelity and of any successor firm or firms and to the benefit of the affiliates and assigns of Fidelity or any successor firm. It shall be binding upon our successors, heirs, executors, and administrators. I agree not to assign this Agreement without the written consent of Fidelity and the Participant.
- (31) I agree that Fidelity may have accepted in the past an alternative to the Fidelity Investments Registered Investment Advisor Authorization Form. I agree that Fidelity may require that a Fidelity Investments Registered Investment Advisor Authorization Form may need to be completed for each Participant or that Fidelity may elect to accept any prior similar form.

In lieu of furnishing to you copies of the written authorizations and other documents referred to above, and in consideration of your acceptance of orders and other instructions from me, I agree to indemnify and hold harmless Fidelity and its officers, directors, employees, agents, control persons, and affiliates from and against all claims, losses, damages, liabilities, and expenses (including reasonable attorney fees) in the event that: (1) any representation by me (or any individual identified in Section 1B of the Fidelity Investments Registered Investment Advisor Authorization Form) to you is or becomes untrue, (2) I (or any individual identified in Section 1B) fail to comply with the terms or conditions of this Agreement or the Letter, (3) any Participant, Plan Sponsor, or other person alleges that any order or instruction I (or any individual identified in Section 1B) give to you was unauthorized or exceeded the scope of my authority, or (4) any Participant, Plan Sponsor, or other person alleges that any transaction effected by Fidelity on the basis of an order or instruction from me (or any individual identified in Section 1B) was not suitable or was otherwise improper.

B. Investment Advisor’s Signature

I have read and understand the terms set forth in this Agreement, and hereby agree to abide by the specified conditions, as of the date set forth below:

Name of Firm

Firm SEC Number: -

IARD/CRD Number:

Social Security or U.S. Tax Identification Number:

Primary G Number:

Secondary G Number:

By:

Signature of Registered Investment Advisor Principal

Printed name of Registered Investment Advisor Principal Title

Registered Investment Advisor Address

Signature of Investment Advisor Representative

Printed name of Investment Advisor Representative

Investment Advisor Representative Address

Date

Email form to: david.gillman@fmr.com



Fidelity Investments Institutional Operations Company, Inc.
245 Summer Street, Boston, MA 02109