



Please enter your existing Fidelity account number here.

Account Number

Account number input grid



# Add Advisor to Fidelity Retail (Personal Investments) Account

For full account conversions only. Use this form to designate and grant certain authority to your Authorized agent(s)/Advisor(s) on your existing Fidelity Retirement or Non-Retirement Account.

## Eligible Account Types

**Personal accounts:** Individual, Joint, Trust, Estate, Fiduciary, Custodial (UTMA/UGMA), Non-prototype;  
**Retirement accounts:** IRA, Roth IRA, Rollover IRA, SEP-IRA;  
**Business accounts:** Partnership, Sole Proprietorship, Unincorporated Association, Corporation

## Ineligible Account Types

529 accounts, Portfolio Advisory Services (PAS), Income Management Accounts (IMA), mySmart Cash accounts, SIMPLE accounts, Mutual Fund Only accounts, Self Directed Brokerage accounts, Keogh accounts, Inherited IRA accounts, Self-employed 401(k) accounts.

Note: This process is not available for account product types not offered by Retail, such as Third Party Administration, Separately Managed Accounts, and Individually Directed Accounts (IDAs).

## Account Owners

Form for Account Owners with fields for Name of Primary Account Owner, Middle Name, Last Name, and E-mail address\*.

\*If you request electronic delivery of account documents below, Fidelity will use this e-mail address to notify you when documents are available.

## Designation of Authorization – Designate the following Authorized agent/Advisor for the account indicated above.

Form for Designation of Authorization with multiple rows for Primary and Secondary Advisor Name, Price Code, and a 'G' indicator.

For Advisor Use Only:  Account referred through Wealth Advisor Solutions program

## Trading and Asset Movement Authorizations

### Trading Authorization

Authorizes Fidelity to accept trades, servicing, account-related, or other instructions on your account from your Authorized agent(s)/Advisor(s), without direct instructions from you. Trading authorization is a feature of all accounts opened with this application; you grant trading authorization when you sign the application. By granting trading authorization to your Authorized agent(s)/Advisor(s), you understand and agree that your Authorized agent(s)/Advisor(s) will have the ability to instruct Fidelity to initiate transfers of cash from your bank account to your Fidelity account, based on standing written funds transfer instructions provided by you to Fidelity. Unless you designate Asset Movement Authorization Level 1 or Level 2 on this account, your Authorized agent(s)/Advisor(s) will not be authorized to withdraw, or direct the withdrawal of, assets from your account. In the case of a retirement account, your Authorized agent(s)/Advisor(s) cannot designate a beneficiary(ies) for your account. See the Terms and Conditions at the end of this form.

**You understand and agree Fidelity cannot confirm the account registration at the receiving bank and will rely solely on the representations of your Authorized agent/Advisor as to the registration of the receiving account.**

Your Authorized agent/Advisor will have the authority to direct Fidelity with regard to the timing, amount and reason of any IRA distribution and the amount of federal and state tax withholding to apply on your behalf.

You are advised to consult with your legal or tax advisor regarding all elections made with respect to distributions. You assume the responsibility that results from any IRA distribution initiated by You or your Authorized agent/Advisor.

### Asset Movement Authorization

By granting Level 1 or Level 2 authorizations, You direct Fidelity to accept instructions from your Authorized agent/ Advisor concerning the types of transactions indicated for that level. In the Level 1 and Level 2 descriptions to the right, "same-registration" means the same owner or owners and the same registration type and "accounts You own individually" means accounts with the same individual owner. Fidelity may require direct instructions from You for transactions over a certain dollar amount.

#### Level 1 This includes:

- checks made payable to You and sent to your address
- bank wires or electronic funds transfers (EFTs) to any account You have authorized through standing written instructions
- for non-retirement brokerage accounts, transfers of cash or securities from this account to other same-registration accounts at Fidelity, if this account is an Individual or Transfer on Death Individual (TODI) account, contributions

from this account to any IRA You own at Fidelity, or from this account to any third-party account at Fidelity You have authorized through standing written instructions

- for Premiere Select individual retirement accounts or Fidelity SIMPLE individual retirement accounts (IRAs), transfers of cash or securities from this account to other same registration IRAs that are not reported for tax purposes, distributions from this account to Fidelity non-retirement brokerage accounts You own individually, conversions to Roth IRAs and transfers from this account to any third party account at Fidelity You have authorized through standing written instructions, including distributions from this account to Fidelity non-retirement accounts with different owners and/or registrations.

Grant  Withdraw

#### Level 2 This includes all Level 1 authorizations, plus:

- for IRA and non-retirement brokerage accounts, bank wires to any same-registration account outside Fidelity, without direct instructions from You

Grant  Withdraw

**Forwarding of Prospectuses, Proxies, and Reports** If you indicate no choice, these materials will be sent to the account mailing address.

By checking one or more boxes below, you instruct Fidelity to deliver to Primary Authorized agent/Advisor the materials indicated instead of delivering them to you at the mailing address on your account.

**Proxies** Includes all proxy voting materials. In choosing this option, you also direct Fidelity to accept votes regarding these proxies from your Primary Authorized agent/Advisor. If your Primary Authorized agent/Advisor has a Proxy Voting G Number or uses a proxy administrator, provide the G Number and administrator name as appropriate.

Send to my Primary Advisor    OR     Send to Me

**Reports** Includes annual reports and information statements.

Send to my Primary Advisor    OR     Send to Me

**Prospectuses**

Send to my Primary Advisor    OR     Send to Me

**Corporate Actions/Reorganization Notices** Notwithstanding your election to receive Corporate Actions/Reorganization Notices at your account's mailing address, Fidelity will accept decisions on the corporate actions/reorganization notices from your Primary Authorized agent/ Advisor.

Send to my Primary Advisor    OR     Send to Me

|  |   |
|--|---|
| <i>For Authorized agent/Advisor Use Only</i> |   |
| <b>Proxy Voting</b>                          | G Number (Agent/Advisor or Administrator) |
| <b>G</b>                                     |   |
| Name (Administrator Only)                    |   |
|  |   |

**Receive Your Account Documents Online**

For your convenience certain account documents can be delivered to you electronically. These documents include account statements, trade confirmations, prospectuses and shareholder reports. In addition, as other documents become available, we will be able to deliver them to you electronically instead of by U.S. Mail. In order to begin receiving documents electronically, you will need to read the Electronic Delivery Agreement and agree to its terms. You will receive this agreement at the e-mail address you provided on page 2. Please note that Electronic Delivery is not available for Non-Prototype accounts.

If you do not want electronic delivery of your account documents you should check off the associated boxes below.

**I would prefer to receive the following documents by U.S. Mail:**

- Monthly Account Statements
- Immediate and Quarterly Trade Confirmations
- Prospectuses, Shareholder Reports, Corporate Actions/Reorganization Notifications and other materials

**Trade Confirmations, Account Profiles, and Statements**

**Quarterly Trade Confirmation Statements** In lieu of immediate written trade confirmations, you will receive a quarterly report detailing all trade confirmations at the account mailing address via U.S. mail or electronically via the e-mail address provided for electronic delivery of documentation. Immediate written trade confirmations will continue to be sent to applicable Authorized agent(s)/Advisor(s).

**Duplicate Materials** Check any desired. Account profiles include ownership and investment objectives information. Individuals or entities receiving account statements or trade confirmations will also be granted access to all account information.

**Send Copies to All Owners/Trustees:**     Trade Confirmations     Account Profiles     Account Statements

**Send Copies to Third Party/Parties:**

Trade Confirmations     Account Statements

|  |                |                 |  |
|--|----------------|-----------------|--|
| Name   |                |                 |  |
| Address (Not Required if Providing G Number) |                |                 |  |
| City   | State/Province | Zip/Postal Code |  |
| Country                                      | G Number       | G               |  |

Trade Confirmations     Account Statements

|  |                |                 |  |
|--|----------------|-----------------|--|
| Name   |                |                 |  |
| Address (Not Required if Providing G Number) |                |                 |  |
| City   | State/Province | Zip/Postal Code |  |
| Country                                      | G Number       | G               |  |

# Account Authorizations and Signatures – Account Owner signature required.

By signing below, the account owner(s) (“You”) understand and agree to the following: You have received, read and agree to the attached Terms and Conditions for Advisor Authorizations and Designations.

By adding your Authorized agent(s)/Advisors to your account, the terms and conditions of your Brokerage Account Client Agreement will be amended. You will receive a copy of the amended Brokerage Account Client Agreement at your address of record.

By adding an your Authorized agent(s)/Advisor(s) to your Fidelity Traditional IRA, Fidelity Roth IRA, Fidelity SEP-IRA, Fidelity Rollover IRA or Fidelity Non-Prototype Retirement Account (each of which is referred to herein as “account” or “retirement account”), you also agree to the following with respect to your retirement account:

- The terms and conditions of your retirement account agreement will be amended and restated from your existing IRA to the Premiere Select IRA or the Premiere Select Roth IRA, as applicable You will receive a copy of the amended Retirement Account Client Agreement at your address of record. You will also receive the applicable custodial agreement and disclosure statement.
- You understand that Fidelity Management Trust Company, or any successor thereof, will remain as Custodian for your retirement account and Fidelity Brokerage Services LLC and National Financial Services LLC will continue to perform administrative services for your account.

You will notify Fidelity in writing of any material change concerning any of these representations or authorizations, including rescinding any authorization or designation. You

understand that any change will not be effective until Fidelity receives written notification from you.

You have reviewed the investment advisory fees with your Authorized agent(s)/Advisor(s) and you believe the fees are reasonable for the services provided.

By adding your Authorized agent(s)/Advisor(s) to your account, the following changes may occur. You should consult with your Authorized agent(s)/Advisor(s) on each of these changes:

- If you have been approved for margin on your account, the terms and conditions of your current margin agreement continue to govern your use of margin but, you will be subject to new interest rates and calculations provided herein. You have read and agree to the new interest rates and calculations.
- Any features of your current account that are based on margin schedules will be subject to the new margin rates provided herein.
- Your account will be restricted from opening any new options positions. You will still be able to liquidate or exercise existing positions. You may apply to be re-considered for options trading privileges.
- Your existing commission schedule may change.
- Existing account fees, such as wire fees, check fees, ATM fees, etc., may change.

**You acknowledge receipt of the information regarding new margin interest rates and calculations. This account is governed by a pre-dispute arbitration clause, which appears on the last page of the Terms and Conditions for Advisor Authorizations and Designations attached hereto, and you acknowledge that you have received a copy of this clause.**

|                       |                   |
|-----------------------|-------------------|
| Name of Account Owner |                   |
| Signature             | Date (MM-DD-YYYY) |
| X                     |                   |

|                       |                   |
|-----------------------|-------------------|
| Name of Account Owner |                   |
| Signature             | Date (MM-DD-YYYY) |
| X                     |                   |

# Terms and Conditions for Advisor Authorizations and Designations

To: Fidelity Brokerage Services LLC and National Financial Services LLC (collectively, "Fidelity" or "us" or "we").

## The Role of the Authorized agent(s)/Advisor(s)

With respect to the Authorized agent(s)/Advisor(s) you have authorized on this retirement or non-retirement account, you understand and agree that:

- you have chosen your Authorized agent(s)/Advisor(s) based on criteria you believe appropriate for your investment needs and without any advice from Fidelity.
- your Authorized agent(s)/Advisor(s) have collected from you sufficient information to make investment management and trading decisions that are suitable to your financial goals and circumstances.
- your Authorized agent(s)/Advisor(s) is not affiliated with us and is not authorized to act as our agent or make representations on our behalf. Fidelity and you or Authorized agent(s)/Advisor(s) have no relationship excepts as described in this agreement.
- all investment or trading decisions and trading activity on your account will be made solely by you or your Authorized agent(s)/Advisor(s), meaning only those Authorized agent(s)/Advisor(s) named in this Add Advisor to Fidelity Retail Account Form or those designated subsequently in writing to us.
- we are authorized to accept and act on all instructions of your Authorized agent(s)/Advisor(s) that are in accordance with this agreement, until we receive written notice from you revoking this authorization.
- we reserve the right, but are not obligated, to request authorization from you prior to executing any transaction requested from your Authorized agent(s)/Advisor(s), including requests to change the address on your account, bank wires or EFTs, and to restrict, not accept or cease accepting instructions from your Authorized agent(s)/Advisor(s) at Fidelity's sole discretion and for its sole protection.
- we are not responsible for reviewing, monitoring, or supervising your Authorized agent(s)/Advisor(s), their strategies, plans, fee calculations, or the suitability or frequency of the investment or trading activity in your account, nor for verifying the authority of an Authorized agent(s)/Advisor(s) before placing orders, nor for monitoring the terms of any oral or written agreement between you and any Authorized agent(s)/Advisor(s).
- your Authorized agent(s)/Advisor(s) is obligated to comply with, and make all disclosures as required by, all applicable state, Federal and industry securities laws and regulations, and interpretations promulgated thereunder, including, but not limited to, the Investment Advisers Act of 1940, the Securities Exchange Act of 1934, the Investment Company Act of 1940 and the Financial Industry Regulatory Authority (FINRA) Conduct Rules. Fidelity will not undertake to confirm or ensure that your Authorized agent(s)/Advisor(s) remains in compliance with its obligations.
- you shall indemnify and hold harmless Fidelity and Fidelity Management Trust Company and their officers, directors, employees, agents and affiliates from and against any and all losses, claims or financial obligations that may arise from acting on the instructions of your Authorized agent(s)/Advisor(s) based on the authorizations you granted herein, and any act or omission of your Authorized agent(s)/Advisor(s) with respect to your account. This indemnity is in addition to, and in no way restricts, any rights that may exist at law or under any agreement(s) between you and Fidelity. This indemnity shall be construed, administered and enforced according to the laws of the Commonwealth of Massachusetts. It shall inure to the benefit of Fidelity and of any successor firm or firms (whether by merger, consolidation or otherwise) irrespective of any change(s) at any time in the personnel thereto for any cause whatsoever, and to the benefit of the affiliates and the assigns of Fidelity or any successor firm.
- your Authorized agent(s)/Advisor(s) is authorized to act for you and on your behalf in the same manner and with the same force and effect as you might or could do to the extent necessary or incidental to the furtherance or conduct of the account, in accordance with this agreement or your separate standing instructions.
- your Authorized agent(s)/Advisors will have access to tax reporting information about your account.

## How We Support Your Authorized agent(s)/Advisor(s)

Fidelity provides your Authorized agent(s)/Advisor(s) with a range of services and other benefits to help them conduct their business and serve you. For instance, Fidelity may pay for or provide your Authorized agent(s)/Advisor(s) with technology solutions to help facilitate their integration with Fidelity's brokerage system and streamline their operations. These may include Fidelity's proprietary integrated analysis, trading, and reporting system that allows Authorized agent(s)/Advisor(s) to communicate electronically with Fidelity. We also offer investment research to help your Authorized agent(s)/Advisor(s) make well informed investment decisions for your account. Trained Fidelity representatives are available to provide administrative support to your Authorized agent(s)/Advisor(s).

We may assist your Authorized agent(s)/Advisor(s) in their marketing activities, including by providing marketing toolkits and other forms of marketing materials your Authorized agent(s)/Advisor(s) may use or adapt for their purposes, co-sponsor

events sponsored by your Authorized agent(s)/Advisor(s), or engage in joint marketing initiatives with your Authorized agent(s)/Advisor(s). We may assist your Authorized agent(s)/Advisor(s) in joining our platform and in completing documentation to enroll clients to receive our services, and this may include providing or paying for clerical staff to assist and, in some cases, paying account transfer fees or other charges you or other clients may have to pay when changing custodians or service providers.

In limited circumstances, we may also make direct payments to your Authorized agent(s)/Advisor(s). For example, we may reimburse your Authorized agent(s)/Advisor(s) for reasonable travel expenses incurred when reviewing our business and practices. We also may pay your Authorized agent(s)/Advisor(s) for performing certain back-office, administrative, custodial support, and clerical services for us in connection with client accounts for which we act as custodian. These payments may create an incentive for your Authorized agent(s)/Advisor(s) to favor certain types of investments over others.

These and other services we furnish will provide benefits to your Authorized agent(s)/Advisor(s) and may be made available to your Authorized agent(s)/Advisor(s), at no fee or at a discounted fee, and the terms may vary among Authorized agent(s)/Advisor(s) depending on the business they and their clients conduct with us and other factors. Fidelity's provision of these services and other benefits to your Authorized agent(s)/Advisor(s) may be based on clients of your Authorized agent(s)/Advisor(s) placing a certain amount of assets in accounts with us within a certain period of time. Your Authorized agent(s)/Advisor(s) may be influenced by this in recommending or requiring that its clients establish accounts with us. These products and services may not necessarily benefit your account.

Fidelity and your Authorized agent(s)/Advisor(s) may agree to pricing (including commissions and transaction account and service fees) for client accounts of your Authorized agent(s)/Advisor(s) at Fidelity, including your own account, based on the nature and scope of business your Authorized agent(s)/Advisor(s) does with us, including the current and future expected amount of the client assets of your Authorized agent(s)/Advisor(s) that are in our custody, the types of securities managed by your Authorized agent(s)/Advisor(s). We may change this pricing and the services and other benefits we provide if the nature or scope of business of the business your Authorized agent(s)/Advisor(s) does with us changes or does not reach certain levels, in which case pricing for the client accounts of your Authorized agent(s)/Advisor(s), including your own account, may increase to an amount we decide but not to exceed our standard pricing for Authorized agent(s)/Advisor(s) that custody with Fidelity.

Your Authorized agent(s)/Advisor(s) may be required to disclose information pertaining to its receipt of the services and benefits to you. Fidelity has no responsibility to monitor, nor will it undertake to review your advisor's practices or disclosures to determine if they are consistent with applicable law.

For further information about the programs and incentives available to your Authorized agent(s)/Advisor(s) in managing your account through Fidelity, please feel free to contact us or your Authorized agent(s)/Advisor(s) directly.

## Trading Authorizations

- A. You have indicated on this form that you have authorized one or more Authorized agents/Advisors to execute trades on your account, and Fidelity is authorized and directed to accept any trading, servicing, account-related, or other instruction of the Authorized agent(s)/Advisor(s) on your behalf. The Authorized agent(s)/Advisor(s) may inquire in and trade in your account as specified, and Fidelity is authorized and directed to accept the instructions of the Authorized agent(s)/Advisor(s). The authorization shall be applicable to all assets you hold in the specified account. Except as otherwise provided, the Authorized agent(s)/Advisor(s) is not authorized to withdraw, or direct the withdrawal of, assets from your account.
- B. You understand and agree that:
  1. By granting trading authorization to your Authorized agent(s)/Advisor(s), you understand and agree that your advisor will have the ability to instruct Fidelity to initiate transfers of cash from your bank account to your Fidelity account, based on standing written funds transfer instructions provided by you to Fidelity.
  2. Fidelity is further authorized to act upon your Authorized agent(s)/Advisor(s)'s instructions to aggregate transaction orders for your Account with orders for one or more other accounts over which the Authorized agent(s)/Advisor(s) has trading authorization, or to accept or deliver assets pursuant to a separately executed authorization you have granted to your Authorized agent(s)/Advisor(s) in transactions executed by other Broker/Dealers where Authorized agent(s)/Advisor(s) has so aggregated orders. You agree that if any such aggregated order is executed in more than one transaction, your portion of such order may be deemed to have been at the weighted average of the prices at which all of such transactions were executed.

## Asset Movement Authorization

### Level I

By selecting Level I asset movement authorization on your account application, you authorize and direct Fidelity to accept instructions from your Authorized agent(s)/Advisor(s) (1) for redemptions and payment of monies from your account by check made payable to you and sent to you at your address, (2) to disburse funds electronically, including bank wires and Electronic Funds Transfers (EFTs), to any bank account pursuant to a standing written instruction provided to Fidelity and signed by you, (3) for non-retirement brokerage accounts, transfers of cash or securities from this account to other same-registration accounts at Fidelity, or from this account to any third-party account at Fidelity you have authorized through standing written instructions, and (4) for IRAs, transfers of cash or securities from this account to other same registration IRAs that are not reported for tax purposes, distributions from this account to Fidelity non-retirement brokerage accounts you own individually, conversions to Roth IRAs and transfers from this account to any third party account at Fidelity you have authorized through standing written instructions, including distributions from this account to Fidelity non-retirement accounts with different owners and/or registrations.

### Level II

By Selecting Level II asset movement authorization on your account application, you authorize and direct Fidelity to accept instructions from your Authorized agent(s)/Advisor(s) as described in Level I and, in addition, to accept instructions from your Authorized agent(s)/Advisor(s), without receiving instructions directly from you, to transfer monies from your Fidelity account by wire or EFTs to accounts at banks or other financial institutions that your Authorized agent(s)/Advisor(s) represents to Fidelity have the same account owner or owners and the same registration type as this account. **By granting this authorization, you understand and agree that Fidelity will not undertake to confirm your Authorized agent(s)/Advisor(s)'s representations and cannot confirm the account registration at the receiving bank or financial institution. Therefore, Fidelity will not undertake to monitor your Authorized agent(s)/Advisor(s)'s compliance with your instructions to him or her and will rely solely upon the instructions of your Authorized agent(s)/Advisor(s) for these transfers. You understand that you should carefully review your account documentation and monitor all activity on your account. Fidelity may require direct instructions from you for transactions over a certain amount.**

You may terminate this authorization at any time.

### Commissions/Fees/Pricing

You hereby authorize your Authorized agent(s)/Advisor(s) to enter into such schedule of interest rates, commission rates and any other fee schedules for your account as may be determined between your Authorized agent(s)/Advisor(s) and Fidelity, and you hereby certify that your Authorized agent(s)/Advisor(s) has informed you of such interest rates, commission rates and other fee schedules, and you agree to be bound thereby.

### Authorization to Pay Fees to Advisor

By signing the account application, you authorize Fidelity to pay management fees to your Authorized agent(s)/Advisor(s) or his/her agent. You authorize Fidelity to pay Authorized agent(s)/Advisor(s) from your account. Fidelity may use money from the Core Transaction Account and/or cash in your account to the extent necessary to pay such fees. Fidelity may rely on the fee calculation submitted by Authorized agent(s)/Advisor(s) to Fidelity to deduct from your account. You understand that it is your responsibility to verify the fee and the accuracy of the fee calculation and that Fidelity will not determine whether the fee or the calculation is accurate and appropriate.

### Assignment

Authorized agent(s)/Advisor(s) may not assign this or any related agreement without the prior written consent of you and Fidelity. All authorizations granted to your Authorized agent(s)/Advisor(s) shall inure to the benefit of your Authorized agent(s)/Advisor(s)'s successors, whether by merger, consolidation or otherwise, and assigns, and Fidelity may transfer the Authorized agent(s)/Advisor(s)'s authorizations to the successor and assigns.

### Termination of Authorization

The authorizations you have granted in this Agreement will remain effective until Fidelity is notified in writing of your death, disability or incapacity or unless revoked through written notice actually received by Fidelity. Such revocation will not affect your obligation resulting from transactions initiated prior to Fidelity's receipt of such written notice. You understand that if Fidelity terminates its account agreement with your Authorized agent(s)/Advisor(s), Fidelity will not be obligated to honor the authorization you have granted to your Authorized agent(s)/Advisor(s) in this Agreement, and you will have exclusive control over, and responsibility for, your account; and unless Fidelity notifies you otherwise, your account will become a Fidelity retail brokerage account. This agreement may be modified or amended only pursuant to a written agreement signed by a duly authorized representative of Fidelity.

**Furthermore, it is understood that the authorizations you have granted to your Authorized agent(s)/Advisor(s) in this form are in addition to, and in no way restrict, any rights that may exist at law or under any other agreement(s) between you and Fidelity. The authorizations you have granted to your Authorized agent(s)/Advisor(s) in this form shall be construed, administered and enforced according to the laws of the Commonwealth of Massachusetts. They**

shall inure to the benefit of Fidelity and of any successor firm or firms (whether by merger, consolidation or otherwise) irrespective of any change(s) at any time in the personnel thereto for any cause whatsoever and to the benefit of the affiliates and the assigns of Fidelity or any successor firm.

### Resolving Disputes – Arbitration

This agreement contains a pre-dispute arbitration clause. Under this clause, which you agree to when you sign your account application, you and Fidelity agree as follows:

- A. All parties to this agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.
- B. Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
- C. The ability of the parties to obtain documents, witness statements, and other discovery is generally more limited in arbitration than in court proceedings.
- D. The arbitrators do not have to explain the reason(s) for their award.
- E. The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
- F. The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration maybe brought in court.
- G. The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this agreement.

**All controversies that may arise between you, your Authorized agent(s)/Advisor(s), 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, your Authorized agent(s)/Advisor(s), and us, whether entered into or arising before, on or after the date this account is opened) shall be determined by arbitration in accordance with the rules then prevailing of the Financial Industry Regulatory Authority (FINRA) or any United States securities self-regulatory organization or United States securities exchange of which the person, entity or entities against whom the claim is made is a member, as you may designate. If you designate the rules of a United States self-regulatory organization or United States securities exchange and those rules fail to be applied for any reason, then you shall designate the prevailing rules of any other United States securities self-regulatory organization or United States securities exchange of which the person, entity or entities against whom the claim is made is a member. If you do not notify us in writing of your designation within five (5) days after such failure or after you receive from us a written demand for arbitration, then you authorize us to make such designation on your behalf. The designation of the rules of a self-regulatory organization or securities exchange is not integral to the underlying agreement to arbitrate. You understand that judgment upon any arbitration award may be entered in any court of competent jurisdiction.**

**No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class action who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; or (ii) the class is decertified; or (iii) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein.**

### Statements/Periodic Reports/Proxies

You will receive a statement of all transactions quarterly, and monthly in the months where there is activity in your account, unless you have authorized on this form to direct all written trade confirmations to your Authorized agent(s)/Advisor(s) in lieu of sending them to you directly.

The only transactions that are not reflected on confirmation statements 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 statement.

If in lieu of confirmations you have elected to receive quarterly account statements detailing all trade confirmations, you understand that receiving quarterly account statements impacts your ability to monitor as promptly the trading activity and investment decisions made by your Authorized agent(s)/Advisor(s). You can revoke these instructions with written notice to us.

The account statement will detail: securities bought or sold in your securities account, whether on margin or on a fully paid basis; all purchases of merchandise, services and cash advances made with the check or debit card; redemption checks; margin loans and repayments and interest charges, if any; the number of fund shares that were purchased or redeemed for you; and electronic funds transfers and monthly fees assessed.

By authorizing Fidelity to deliver prospectuses to your Authorized agent(s)/Advisor(s) in lieu of sending them to you, you acknowledge that you will not receive prospectuses on securities held in your account and that it is your responsibility to evaluate the appropriateness of trading decisions made by your Authorized agent(s)/Advisor(s).

If you direct Fidelity to deliver your prospectus, proxies, related materials or corporate actions to your Authorized agent(s)/Advisor(s) instead of delivering these documents to you, and you authorize Fidelity to accept votes from your

Authorized agent(s)/Advisor(s) on proxies and corporate actions, you represent and agree to the following:

- Fidelity has no responsibility to verify any of the representations you make with respect to these instructions.
- If your Authorized agent(s)/Advisor(s) has identified a proxy-related third-party administrator on this form, you represent that you have separately authorized your Authorized agent(s)/Advisor(s) to use such an administrator, your Authorized agent(s)/Advisor(s) may not delegate to the proxy administrator the right to determine your proxy vote, and Fidelity may honor instructions from your Authorized agent(s)/Advisor(s) to forward proxy materials to the adminis-

trator and may accept your Authorized agent(s)/Advisor(s)' proxy voting decisions when communicated to Fidelity by the administrator.

- Any and all Authorized agents/Advisors you have designated and authorized are either registered investment advisors or are banks, bank holding companies or otherwise exempt from registration.
- You have granted your Authorized agent(s)/Advisor(s) discretion over your account pursuant to a written investment advisory contract between you and your Authorized agent(s)/Advisor(s).

## Instructions, Terms and Conditions applicable to Premiere Select<sup>®</sup> Retirement Accounts and Fidelity SIMPLE IRAs.

The attached form should be used to authorize your Authorized agent/Advisor to initiate certain types of distributions and Roth conversions (collectively "distributions") from your Premiere Select Traditional IRA, Roth IRA, Rollover IRA, SEP-IRA, IRA Beneficiary Distribution Account, Roth IRA Beneficiary Distribution Account or Fidelity SIMPLE IRA ("IRAs") on your behalf, or to change/delete existing authorization.

**Important:** This form cannot be used to request certain types of distributions, including a periodic distribution plan. To establish a periodic distribution plan, you must complete a Premiere Select IRA Periodic Distribution Request Form which can be obtained from your Authorized agent/Advisor.

Please read these Instructions, Terms and Conditions carefully before completing the attached form. You, and not your Authorized agent/Advisor, are responsible for complying with IRS rules governing IRA distributions, including required minimum distributions and substantially equal periodic payments. If You fail to meet any IRS requirements regulating IRA distributions, you may be subject to tax penalties. If You have any questions regarding your specific situation, please consult with your tax advisor. Actions taken by your Authorized agent/Advisor on your account are binding and subject to the same rules as if you had directly instructed Fidelity. Distributions and tax withholding generally cannot be reversed once completed. Any corrections to an error on your part or that of your Authorized agent/Advisor will generally have to follow applicable IRS rules and regulations.

Distributions made in cash will be paid from the balance of your core account investment vehicle ("core account"). It is you and your Authorized agent/Advisor's responsibility to ensure there are sufficient funds available in the core account to process the distribution.

For full distributions, a \$75 liquidation/termination fee, if applicable, as described in your Premiere Select IRA Application or in some other manner acceptable to the Custodian, will be collected from the final distribution amount.

If you have any questions, please consult your Authorized agent/Advisor.

### Designation of Authorization

By completing and signing the attached form, You are authorizing your Authorized agent/Advisor, as your agent, to provide direction to Fidelity to make distributions from your Premiere Select IRA or Fidelity SIMPLE IRA. Your Authorized agent/Advisor will be authorized to direct Fidelity to pay an IRA distribution regardless of the tax consequences of such distribution. If a distribution is made by check, it may only be sent to your address of record. Your Authorized agent/Advisor will be authorized to direct Fidelity regarding the following:

**Timing and amount** – Your Authorized agent/Advisor will direct Fidelity with respect to the timing and specific amount of distributions to be made in cash or in kind.

**Note:** In-kind transactions with tax withholding may only be requested by submitting a Premiere Select IRA One-Time Distribution Request Form.

**Reason for distribution** – Your Authorized agent/Advisor will direct Fidelity with respect to the reason for the distribution. The following reasons may apply:

- Normal – if You are at least age 59½.
- Premature – if You are under the age of 59½ (includes qualified first time home purchases, distributions for qualified higher education expenses, and Substantially Equal Periodic Payments (SEPPs)).
- Roth Conversion (Refer to Roth Conversion section below).
- Return of Excess Contribution.
- Death Distribution.

#### Note:

- Transfers between like registered accounts will be treated as trustee to trustee transfers and not reported for tax reporting purposes. If You are transferring to a like registered IRA outside of Fidelity, the amount will be reported unless You provide documentation from the successor IRA custodian that shows that firm's acceptance as successor IRA custodian.
- If You are taking a qualified Roth IRA distribution, your account must meet the IRS requirement of the 5-taxable-year period, which begins on the first day of your taxable year for which the first regular contribution is made to

any Roth IRA owned by You or, if earlier, the first day of your taxable year in which the first conversion contribution is made to any Roth IRA owned by You.

- If You are under age 59½ and are taking distributions from your SIMPLE IRA before the expiration of the two-year period beginning on the date your employer makes the first contribution to your SIMPLE IRA, you may be subject to a 25% penalty.

**Payment method** – Your Authorized agent/Advisor will direct Fidelity to pay distributions from your Premiere Select IRA to you or a third party based on the Asset Movement Authorization levels.

**Tax withholding** – Your Authorized agent/Advisor will direct Fidelity with respect to the federal and state tax withholding elections for the distribution. Note: by signing this form, you assume the responsibilities associated with any distribution initiated by you or your Authorized agent/Advisor.

**Important:** You must complete a Premiere Select IRA One-Time Distribution Request Form and submit it to your Authorized agent/Advisor for the following requests:

- A distribution due to death or disability.
- A distribution to correct an excess contribution.
- A rollover to an employer-sponsored retirement plan.
- Any distributions to be made in-kind with tax withholding.

### Standing Instructions

You must establish standing instructions with your Authorized agent/Advisor to permit your Authorized agent/Advisor to disburse funds electronically (including via Bank Wire, EFT, ACH and any other means available) on your behalf and/or to transfer cash or securities from your Premiere Select IRA or SIMPLE IRA to accounts that you do not own individually (Note: for Beneficiary Distribution Accounts owned by an entity such as a trust or an estate, standing instructions would be required to disburse funds electronically unless funds are moving to an identically registered Beneficiary Distribution Account).

### Roth Conversions

Your Authorized agent/Advisor will have the authority to convert IRA assets in your account to a Roth IRA. Please read the following Roth conversion rules carefully:

- For tax years through 2009, in order to be eligible to convert to a Roth IRA, You or your spouse's Adjusted Gross Income (AGI) cannot exceed \$100,000 in the year of the conversion. This income limit is removed in 2010.
- The taxable converted amount will be subject to federal income taxes in the year in which the conversion occurs, but not subject to the early withdrawal penalty.
- If You are required to take a required minimum distribution from your IRA, You must do so prior to converting to a Roth IRA.
- SIMPLE IRA assets may be converted to a Roth IRA only after the expiration of the two-year period beginning on the date your employer first made contributions to your SIMPLE IRA.
- If you are opening a new Premiere Select Roth IRA, you must complete a Premiere Select IRA Application, selecting a Roth IRA registration and submit it to Fidelity prior to requesting a Roth conversion.

### Notice of Withholding

Please read the following Notice of Withholding carefully. This authorization will permit your Authorized agent/Advisor, as your agent, to make federal and state tax withholding elections on your behalf.

Your IRA distributions (other than Roth IRA distributions and direct rollovers) are subject to federal (and, in some cases, state) income tax withholding unless you elect not to have withholding apply. Withholding will apply to the gross amount of each distribution, even if You have made non-deductible contributions. Moreover, failure to provide a U.S. residential address will result in 10% federal income tax withholding (and possible state income tax withholding) on the distribution proceeds, even if You have elected not to have tax withheld (an IRS requirement as applicable). A Post Office Box does not qualify as a residential address.

If you or your Authorized agent/Advisor elect to have withholding apply (by indicating so on the distribution request form, by making no choice, or by not providing a U.S. residential address), federal income tax will be withheld from your IRA distribution(s) (excluding Roth IRA distributions) at a rate of at least ten percent (10%). Federal income tax will not be withheld from Direct Rollovers or distributions from a Roth IRA unless you elect to have such tax withheld.

If federal income tax is withheld from your distribution, state income taxes may also be withheld regardless of your election. See below for your state's withholding rules. Your state of residence will determine your state income tax withholding requirements, if any. Your state of residence is determined by your legal address of record provided for your IRA.

**Residents of AR, IA, KS, MA, ME, OK, and VT:** If federal income tax is withheld, state income tax of at least your state's minimum requirements must be withheld, in addition to federal income tax withholding, at the time of your distribution. If You or your Authorized agent/Advisor elect out of federal income tax withholding, state income tax will not be withheld unless You indicate otherwise.

**Residents of CA, NC, and OR:** If federal income tax is withheld, state income tax of at least your state's minimum requirements must be withheld, in addition to federal income tax withholding, at the time of your distribution unless You or your Authorized agent/Advisor elect not to have state income taxes withheld.

**Residents of DE:** State income tax of at least your state's minimum requirements must be withheld regardless of whether or not federal income tax is withheld unless You or your Authorized agent/Advisor elect not to have state income taxes withheld.

**Residents of AK, FL, HI, MS, NH, NV, SD, TN, TX, WA, and WY:** State income tax withholding is not available on your IRA distributions. Please consult your tax advisor, state agency, or investment representative for more information.

**Residents of all other states and the District of Columbia:** You are not subject to mandatory state income tax withholding; however, You or your Authorized agent/Advisor may elect voluntary state income tax withholding in a percentage. If You or your Authorized agent/Advisor elect to

have state income taxes withheld and your state provides a minimum amount or percentage for withholding, You or your Authorized agent/Advisor must elect a percentage that is not less than your state's minimum withholding requirements. If the percentage You or your Authorized agent/Advisor elect for withholding is less than your state's minimum withholding requirements, your state's minimum amount or percentage will be withheld.

**IMPORTANT:** State tax withholding rules can change and the rules cited above may not reflect the current ruling of your state. Please consult with your Authorized agent/Advisor to obtain the most up-to-date information pertaining to your state.

Whether or not You or your Authorized agent/Advisor elect to have federal and, if applicable, state income tax withheld, You are still responsible for the full payment of federal income tax, any state tax or local taxes, and any penalties which may apply to your distribution(s). Whether or not You elect to have withholding apply (by indicating so on the distribution form), You may be responsible for payment of estimated taxes. You may incur penalties under the IRS and applicable state tax rules if your estimated tax payments are not sufficient.

If You are not a U.S. person (including a U.S. resident alien), You must submit IRS Form W-8BEN, Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding, with the distribution request form to claim tax treaty benefits, if applicable. To obtain Form W-8BEN, please consult your tax advisor or go to the IRS Website at <http://www.irs.gov>.

### Account Authorizations and Signatures

Before signing the this form, please carefully read the Premiere Select IRA Custodial Agreement and Disclosure Statement or Premiere Select Roth IRA Custodial Agreement and Disclosure Statement or Fidelity SIMPLE IRA Custodial Agreement and Disclosure Statement, as applicable, as well as the all sections in the Instructions, Terms and Conditions above. This form is part of a legal agreement between You and Fidelity, and by signing, You are agreeing to be bound by the terms and conditions contained in the above mentioned documents. Please also neatly print the current date in block letters in the space provided next to your signature.

## Borrowing on Margin

Margin is not available for retirement accounts.

### Margin Costs

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: the Fidelity Advisor Base Lending Rate ("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 we apply to our base rate depending on the average debit balance:

| 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–\$249,999.99      | +0.75%                                 |
| \$250,000–\$999,999.99     | +0.50%                                 |
| \$1,000,000–\$4,999,999.99 | +0.25%                                 |
| \$5,000,000+               | +0.20%                                 |

In determining your debit balance and interest rate, we combine (by computer) the margin balances in all of 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.

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.

### Other Charges

You may be assessed separate interest charges, at the base rate plus 2%, 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.