

CLIENT AGREEMENT

Please keep this Client Agreement for your records.

1. General Agreement. This Client Agreement (Agreement) specifies the terms and conditions under which Strategic Advisers, Inc., will manage the Account (Account) of the client shown on the Account Application (you) in the Fidelity Portfolio Advisory Service® (“PAS”) program. By completing and signing the Account Application, which is incorporated into this Agreement by reference, you agree to the terms of this Agreement.

The Account Application establishes a brokerage Account with Fidelity Brokerage Services LLC (FBS), a broker-dealer affiliated with Strategic Advisers. FBS will carry out instructions from Strategic Advisers with respect to the Account. Strategic Advisers will provide discretionary investment management services with respect to that portion of the Portfolio Advisory Services Account that is cash or that is invested in funds that make up the model portfolio used by Strategic Advisers to manage the investments in your Account. Strategic Advisers will not provide discretionary investment management services with respect to any other assets you contribute to your Account, and, by entering into this Agreement, you authorize Strategic Advisers to sell such assets. National Financial Services LLC (NFS), another broker-dealer affiliated with Strategic Advisers, will provide custodial and related recordkeeping and reporting services at no additional fee. In the case of funds, your shares will be held either in your name or in the name of NFS or its agents on the records of the funds’ transfer agent. You will receive shareholder communications relating to the funds and individual securities in your Account. During your participation in the Portfolio Advisory Services program, the Account will not be available for brokerage activities, outside of activities directed by Strategic Advisers, including, but not limited to, margin trading or trading of securities by you or any of your designated agents. Further, FBS’s responsibilities for the Account shall be limited solely to custody and brokerage services relating to your participation in the applicable Portfolio Advisory Services program. The activities for this Account will not apply or be related to any other activities or Accounts that you may maintain with Fidelity.

This Agreement includes and incorporates by reference the Fundamentals document described in Section 5 below, and any supplements, statements, disclosures and other agreements that state they incorporate by reference this Agreement (each a “Supplement”) for products or services for which you apply. This Agreement supersedes any previous agreements made by you individually with Strategic Advisers relating to your Account, and if your Account is held jointly or in other combinations, it supersedes any previous agreements made by the same parties to this Agreement with Strategic Advisers relating to your Account to the extent the subject matter is covered in this Agreement.

2. Advisory Services. Portfolio Advisory Services is designed to help you invest according to asset allocation principles. Based on your individual (or your Account’s) financial situation, investment objectives, risk tolerance, planned investment time horizon, and other information you have provided in your Investor Profile Questionnaire (your IPQ Information), Strategic Advisers has recommended a model portfolio as the basis for its investment management services for your Account as described in the Fundamentals. By entering into this Agreement, you authorize us to manage the assets in your Account on a discretionary basis, except for any assets you specifically authorize us to sell.

We will allocate and, when appropriate, reallocate the assets in your Account among various mutual funds managed by our affiliates (Fidelity funds) and other unaffiliated funds (non-Fidelity funds) available through PAS. We may, without your further consent, delegate any or all of our responsibilities under the Agreement to one or more affiliated or unaffiliated advisers on such terms as we may determine. If so delegated, our rights and obligations under this Agreement will apply equally to the affiliated or unaffiliated adviser to the extent applicable, and that adviser will be deemed a third-party beneficiary of this Agreement with the ability to enforce its terms as if it were a party.

This Agreement relates to the advisory services provided by Strategic Advisers to your Account. Except as otherwise provided in this Agreement or in the Account Application, it does not include or otherwise apply to services provided by our non-advisory affiliates or to services provided with respect to assets not held in your Account.

3. Your IPQ Information. We will manage the assets in your Account according to your IPQ Information, including any reasonable restrictions that you may wish to impose on our management of your Account and that we accept. Please note: If you specify any restrictions, your Account’s performance may differ from the performance of Accounts without restrictions, possibly producing lower overall results. You represent that your IPQ Information is accurate and complete in all material respects. You agree to notify us promptly of any change in your IPQ Information, including reasonable modifications to existing restrictions and of any change that may affect the manner in which we should allocate or invest the assets in your Account. Our compliance with any such restrictions will be determined on the date of purchase only, based on the price and characteristics of the investment on the date of purchase, and a restriction will not be deemed breached as a result of changes in the value or status of an investment following purchase. We will provide substantially

the same model portfolio to different clients with substantially the same IPQ responses. The information you provide Strategic Advisers in the IPQ or otherwise will be used by us in conjunction with PAS and other Fidelity educational tools developed by Strategic Advisers only, and will not be used by our affiliates for any other services they may provide including brokerage services, unless you specifically instruct us to share the information.

4. Account Opening Information. To help the government fight the funding of terrorism and money-laundering activities, federal law requires that we or our affiliates verify your identity by obtaining your name, date of birth, residential address, and a government-issued identification number before opening your Account. In certain circumstances, we or our affiliates may obtain and verify this information with respect to any person(s) authorized to effect transactions in an Account. For certain entities, such as trusts, estates, corporations, partnerships, or other organizations, identifying documentation is also required. Your Account may be restricted or closed if we or our affiliates cannot verify this information for any reason.

We and our affiliates will not be responsible for any losses or damages (including, but not limited to, lost opportunities) resulting from any failure to provide or verify this information, or from any restriction placed on, or closing of, your Account. Any information you provide to us may be shared with our affiliates and third parties for the purpose of validating your identity, and may be shared for other purposes in accordance with our Privacy Policy. Any information you give to us may be subject to verification, and you authorize us and our affiliates to obtain a credit report about you at any time. On written request, you will be provided the name and address of the credit reporting agency used.

PAS is not available to foreign investors. In order to open an Account, you must: (1) be a U.S. person (including a U.S. resident alien), (2) have a valid U.S. permanent (no PO box) mailing address (with the exception of U.S. military personnel residing outside the U.S. with Army Post Office [APO] or Fleet Post Office [FPO] addresses), and (3) have a valid U.S. taxpayer identification number.

Residents of Louisiana: If you are opening a joint account in Louisiana, you should be aware that Louisiana does not recognize certain types of joint account registrations. As a result, Fidelity will only establish a joint account when directed by you to do so and only when you direct Fidelity to establish such account as tenants in common. In connection with your direction to establish this type of joint account, each account owner expressly and irrevocably renounces the right to concur in the disposition or alienation of the account by the other account owner for the entire time the account is open, or the longest term allowed by applicable law.

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.

5. Additional Terms in Fundamentals Brochure. This Agreement and the management of your Account are governed by the terms of the Program Fundamentals applicable to your advisory service (the "Fundamentals"), and as such may be amended by Strategic Advisers from time to time and that are incorporated by reference herein. You acknowledge that you have read and understand the Fundamentals applicable to your PAS Account and agree to its terms.

6. Advisory Fee and Credit Amount. You will pay us an annual advisory fee based on a percentage of the market value of assets on which the fee is calculated. Please note: All fees are subject to change. The annual advisory fee is calculated based on average daily assets as determined on the last day of the quarter and is applied on a quarterly basis, in arrears, and is due at the end of each quarter. For additional details about advisory fees applicable to your Account, please refer to the Supplement to this Agreement. The annual net advisory fee covers our Investment Management Team's ongoing management of your Account assets, including any trading costs and commissions, the communications sent to you to keep you informed about your Account, and the personal service you receive from your Fidelity Representative. Your Fidelity Representative is your ongoing liaison between you and the Investment Management Team. The fee does not cover charges resulting from trades effected with or through broker-dealers other than our affiliates, or mark-ups or markdowns by other such broker-dealers, transfer taxes, exchange fees, regulatory fees, odd-lot differentials, handling charges, electronic fund and wire transfer fees, and any other charges imposed by law or otherwise agreed to with regard to your Account. These charges will be reflected on your monthly statements.

Your annual gross advisory fee is reduced by a Credit Amount. The purpose of the Credit Amount is to reduce your annual advisory fee by the amount of the fees or other compensation, if any, received from Fidelity and non-Fidelity funds for investment management or certain other services by Fidelity or any affiliates. This Credit Amount is calculated daily and applied quarterly. For additional details about the Credit Amount applicable to your Account and how it is calculated, please refer to the Supplement to this Agreement. The resulting amounts for the funds will be added together to arrive at the total Credit Amount. The total Credit Amount will be applied against the gross advisory fee to arrive at the net advisory fee.

The net advisory fee does not include underlying fund expenses taken at the individual fund level for any funds in your Account. These are the standard expenses that all fund shareholders pay. For the current model or portfolios these fund expenses range from 0.07% to 2.79% on average. Some of these underlying fund expenses will be paid to Strategic Advisers or its affiliates and will be reflected in the Credit Amount.

The compensation we or our affiliates receive related to your investment in Fidelity funds may exceed the compensation received from your investments in non-Fidelity funds, however the application of the Credit Amount is intended to address this point. For a description of the fees paid by a fund, please refer to the prospectus for that fund. The net advisory fee is based on the total value of assets in the PAS Accounts that are eligible to be aggregated for fee purposes, and is prorated based on days with PAS. Should you close your Account during a calendar quarter, we will retain an amount equal to the advisory fee for the period your Account assets were invested for the quarter.

We will bill you for payment of the fee and provide a duplicate bill to NFS, which you may pay by separate check. Unless you pay the fee by separate check, the fee will be deducted from your Account on a quarterly basis. In this case, funds selected by the Investment Management Team will be liquidated. We will provide an invoice detailing the fee before the amount is scheduled to be deducted from your Account. This invoice will provide instructions about how to pay by check. You are responsible for verifying the accuracy of the fee calculation. In rare circumstances, Portfolio Advisory Services may agree to negotiate the fee for large Accounts; this may result in certain clients paying less than the standard fee. Portfolio Advisory Services may waive the advisory fee, in whole or in part, at its sole discretion, in connection with promotional efforts and other programs. In addition, Portfolio Advisory Services may waive, in whole or in part, the fee for employees, eligible family members, and eligible retirees of Fidelity Investments and as such, fee invoices will not be provided.

We will notify you of any change in the advisory fees paid by you, and you will be deemed to have approved such fee changes by any subsequent purchase and sale of shares of Fidelity funds in your Account, unless you object by sending written notice to Portfolio Advisory Services within 30 days from the date of notification.

7. Prospectus. All investments in funds are subject to the terms of the relevant fund's prospectus, including associated fees. You or your stated designee will receive prospectuses when the funds are initially introduced to you and at any time a new fund is purchased for your Account. If you receive the prospectus directly, you acknowledge that it is your responsibility to read all prospectuses, including the prospectuses of any fund into which you exchange, when they are received and to notify a Fidelity Representative immediately of any terms of the prospectuses that are not acceptable to you.

8. Valuation and Tax Issues. The market value of mutual funds held in your Account will be determined based on the net asset value of each fund. You may have an economic and taxable gain or loss when securities are sold or redeemed. In the case of a tax-advantaged retirement Account, distributions may be taxable as ordinary income. You are responsible for all tax liabilities arising from transactions in your Account, for the adequacy and accuracy of any positions taken on your tax returns, for the actual filing of your tax returns, and the remittance of tax payments to taxing authorities. Tax laws and regulations change frequently and their application can vary widely based on the specific facts and circumstances involved.

Please consult your own tax adviser regarding your specific tax situation. You understand that we may buy and sell shares of funds held in your Account fairly often and that each purchase and sale may be a taxable event for you. We do not offer tax advice and do not actively manage for alternative minimum taxes; state or local taxes; foreign taxes on non-U.S. investments; or estate, gift, or generation-skipping transfer taxes. Strategic Advisers does not actively apply tax-sensitive investment management strategies in its management of PAS portfolios. Please contact your tax adviser as necessary.

9. Proxy Voting and Legal Proceedings. In general, we do not acquire or exercise proxy voting on your behalf in connection with the Advisory Services. Unless you direct otherwise, you will receive proxy materials directly from the issuers of funds or individual securities, their service providers, or NFS. We will not advise you on the voting of proxies. Any proxy voting must be exercised by you directly; however, you must direct Strategic Advisers to vote any proxies with respect to shares of any fund of funds held in your Account in proportion to the votes cast by other fund shareholders. You agree that we will not advise you or act on your behalf in any legal proceedings, including bankruptcies or class actions, involving securities held or previously held in your Account or of the issuers of such securities.

Notwithstanding the foregoing, you may request that Strategic Advisers act as your agent for receipt of certain legally required communications, including prospectuses, annual and semiannual reports, and proxy materials, for mutual funds that are not managed by Fidelity Management & Research Co. or an affiliate thereof. You may also direct Strategic Advisers to act as your agent to vote proxies on your behalf for the funds held in your Account. For Fidelity funds, you may instruct Strategic Advisers to vote proxies of a Fidelity fund in the same proportion as the vote of all other holders of such Fidelity fund. For non-Fidelity funds you may instruct Strategic Advisers to vote proxies pursuant to the directions provided by RiskMetrics Group, Inc. (RMG), an unaffiliated third-party proxy advisory services provider. To the extent that you elect to have Strategic Advisers act as your agent with respect to the voting of proxies, you acknowledge that Strategic Advisers is acting solely at your direction, and does not exercise discretion with respect to the voting of any proxy. For more information about RMG's proxy voting policies, please see the RMG proxy voting guidelines summary included in this booklet or contact your representative.

10. Risk Acknowledgement. Investments in your Account are subject to the risks associated with investing in funds and other securities and will not always be profitable. We do not guarantee the results of our advisory services, or that the objectives of the funds or your Account will be met. We will not offer any advisory services on or be responsible for any of your assets not being managed by us. However, if during establishment of your relationship or a subsequent periodic or other review, you inform us of such assets (including those in any separate brokerage account you may otherwise have with FBS or NFS), we may consider them in connection with our determination of an appropriate asset allocation strategy, but this does not mean that our investment advisory relationship with you extends to these other assets (or that any separate brokerage account you have with FBS or NFS is an investment advisory account). Except as otherwise provided by law, we and our affiliates will not be liable for:

- Any loss resulting from following your instructions or using inaccurate, outdated, or incomplete information you provide,
- Any act or failure to act by a fund or any of its agents or any other third party, or
- Any loss in the market value of your Account, except for losses resulting from our bad faith, willful misconduct, or gross negligence.

Federal and state securities laws impose liabilities in certain circumstances on persons who act in good faith, and nothing in this Agreement waives or limits any rights you have under these laws. You understand that we may buy and sell shares of funds held in your Account fairly often and that each buy and sell in a nonretirement Account may result in tax consequences to you.

Nondeposit investment products offered through NFS, FBS, 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.

11. Representations. Unless you are employed by us or any of our affiliates, you represent that you are independent of and unrelated to us and our affiliates. You represent that you have the authority to retain us to manage your Account and to negotiate the terms of and enter into this Agreement. You agree to notify us in writing of any event that might affect your authority or the validity of this Agreement. You agree to indemnify and hold us and our affiliates harmless from and against all losses, costs (including court costs), or damages, whether direct, indirect, special, incidental, consequential, punitive, or otherwise of any kind, claims, demands, proceedings, suits and actions, and all liabilities and expenses (including legal fees) resulting from, in connection with, or arising out of any actions taken or not taken by us or our affiliates in good faith reliance on representations made by or on behalf of you in this Agreement. You acknowledge that the Advisory Services are not designed to provide tax advice of any kind.

12. Other Advisory Activities. We and our affiliates provide advisory services and manage Accounts for many types of clients and also conduct a broad range of other advisory and brokerage activities. The advisory services provided, or action taken for, any other clients or Accounts, including our own Accounts or the Accounts of our affiliates and their related persons, may differ from the advisory services provided or action taken for your Account. We and our affiliates are not obligated to invest in or otherwise recommend to you any investment that may be recommended to, or bought or sold for, any other clients or accounts, including our own Accounts and those of our affiliates and their related persons.

13. Termination.

(a) Termination or Suspension of Advisory Services.

Either party may terminate this Agreement at any time by written notice to the other party. On termination, we will discontinue the management of your Account and will calculate and deduct from your Account any fees due, which will be prorated based on the number of days your Account was open during the quarter. We also reserve the right, and you authorize us, (i) to redeem any and all fund-of-fund shares held in your Account and to hold proceeds from such redemption in lieu of fund-of-fund shares in your Account, and (ii) to close your Account (either at the time of the termination of the Agreement or at a later date). Upon notice of our intention to terminate this Agreement, we may request instructions from you as to where assets should be transferred, but we reserve the right, and you authorize us, to modify the Account number associated with your Account, to place trading restrictions on your Account, and to charge reasonable custody fees until such time as we receive such instructions from you. If transfer instructions are not received from you within the time period we may specify in our written notice for receipt of such instructions, we reserve the right, and you authorize us, to transfer securities and other assets to an identically registered brokerage Account you may have already established with FBS or any of its affiliates. If there is no such identically registered brokerage Account, we reserve the right, and you authorize us, to transfer securities and other assets to you in kind. Where, based on the type of securities and other assets held in your Account, we may not be able to transfer the securities and other assets in kind, we reserve the right, and you authorize us, to sell or redeem your securities and other assets and to transfer proceeds to you in lieu of securities. You may have an economic and/or taxable gain or loss when securities are redeemed. 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. In certain instances, we may settle a debit balance with money from another like registered Account at Fidelity. Termination will not affect: (i) the validity of any action we have previously taken, (ii) any liabilities or obligations for transactions initiated before termination, and (iii) our right to retain fees for services rendered under this Agreement. We will have no obligation to recommend or take any action with regard to assets in your Account after the termination of this Agreement (except as directed by you). We reserve the right to terminate or suspend our Advisory Service for your Account (or for any portion of your Account) upon thirty (30) days' written notice to you, including without limitation, where you have not provided us with information we have requested that we deem necessary, or appropriate, to manage your Account. Certain instances may arise where we may need to suspend investment management of your account without prior notice. In such instances, we will contact you with further instructions.

(b) Self-Directed Brokerage Account; Rights and Responsibilities.

Upon the suspension or termination of our Advisory Service to your Account described above (which shall include the termination of this Agreement), unless you direct us otherwise, your Account will become a self-directed brokerage account with FBS over which you will have exclusive control and responsibility, subject to the terms specified below. In such event, you will be responsible for FBS's ordinary brokerage fees and commissions, as provided in the fee schedule that will be provided to you at that time by FBS.

In the event that your Account becomes a self-directed brokerage account due to the suspension or termination of our Advisory Service, you agree to accept full responsibility for the content and accuracy of all authorized instructions placed in your Account and for all results and consequences of these instructions. This includes investment decisions and trading orders and all instructions placed by you or any person you authorize. In such event, you agree that you will be responsible for monitoring your Account and notifying FBS of any errors you notice in your Account. Under such circumstances, you agree to monitor all confirmations, Account statements, and other communications sent by FBS (or NFS) to you and to notify FBS immediately if: (i) you placed an order electronically, but you did not receive a reference number for it (an electronic order is not considered received until we have issued an acknowledgement); (ii) you receive a confirmation of an order you did not place or any similar conflicting report; or (iii) there is any other type of discrepancy or suspicious or unexplained occurrence in your Account. If any of these conditions occur and you fail to notify FBS immediately, neither we, FBS, NFS, nor any of our other affiliates will be liable for any consequences. Notwithstanding anything to the contrary in this Agreement, FBS and its affiliates retain the right to refuse to effect any transaction in their sole discretion.

In the event that your Account becomes a self-directed brokerage account due to the suspension or termination of our Advisory Service, you acknowledge and agree that volatile markets may expose your Account to increased challenges and risks, which may include the following: (i) the risk of market orders being executed at unexpectedly high prices; if you have limited resources in the Account, such as a retirement Account with contribution restrictions, you will consider placing a limit order; if you cannot pay for an order, FBS may be required to liquidate your Account assets; (ii) delays in quotes, order execution, and reporting causing information that ordinarily is reported in real time to be delayed; securities prices can change significantly during such delays; (iii) it may not be possible to cancel an order previously submitted, even if you have received a confirmation that your cancelled order was received; you will make sure your order was cancelled before entering a replacement order; (iv) certain securities such as initial public offerings trading in the secondary markets and Internet and technology-related stocks may be subject to particularly high price volatility; you should consider managing your risk with limit orders; and (v) access to FBS may be delayed by factors such as high telephone volume or systems capacity limitations.

You acknowledge and agree that FBS routes most of its orders to NFS, an affiliate of FBS. NFS transmits customer orders for execution to various exchanges or market centers based on a number of factors. These include 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 reduced execution costs through price concessions from the market centers. Certain of the market centers may execute orders at prices superior to the publicly quoted market in accordance with their rules and practices. While a customer may specify that an order be directed to a particular market center for execution, NFS's order-routing policies, taking into consideration all the factors listed above, are designed to result in favorable transaction processing for customers. FBS and NFS receive remuneration, compensation, or other consideration for directing customer orders for equity securities to particular broker-dealers or market centers for execution. Such consideration, if any, may take the form of financial credits, monetary payments, or reciprocal business. When securities may be traded in more than one marketplace, in the absence of specific instructions from you, FBS and NFS may use their discretion in selecting the market in which to place your order. Orders placed through Fidelity's telephone, electronic, wireless, or online trading systems cannot specify a particular market center for execution.

You acknowledge and agree that all transactions effected through FBS will be subject to the constitution, rules, regulations, customs, and usages of the exchange, market, or clearinghouse where executed, as well as to any applicable federal or state laws, rules, or regulations (Applicable Law). You agree that various federal and state laws or regulations may be applicable to transactions in your Account regarding the resale, transfer, delivery, or negotiation of securities, including the Securities Act of 1933 (Securities Act) and Rules 144, 144A, 145, and 701 thereunder. You agree that it is your responsibility to notify us of the status of such securities and to ensure that any transaction you effect with FBS will be in conformity with Applicable Law. You will notify FBS if you become an "affiliate" or a "control person" within the meaning of the Securities Act with respect to any security in your Account. You also will comply with policies, procedures, and documentation requirements with respect to "restricted" and "control" securities (as such terms are contemplated under the Securities Act) as FBS may require. In order to induce FBS to effect transactions with respect to securities in your Account, you represent and agree that, unless you notify FBS otherwise, such securities or transactions therein will not be subject to the laws and regulations regarding "restricted" or "control" securities. You understand and agree that if you engage in transactions that are subject to any special conditions under Applicable Law, there may be delays in the processing of the transaction pending fulfillment of such conditions. If you are an employee or "affiliate" of the issuer of any security, any transaction in such security may be governed by the issuer's insider trading policy and you agree to comply with such policy.

Pursuant to industry regulations, you agree that you will notify FBS if you become affiliated or employed by a stock exchange, member firm of an exchange, the Financial Industry Regulatory Authority (FINRA), a municipal securities dealer, or an FBS affiliate.

(c) Joint Accounts and Custody Accounts.

If your Account is a joint Account, then upon suspension or termination of our Advisory Service, certain additional conditions will apply. In such event, FBS will be under no obligation to question the purposes or propriety of any instructions of a joint Account owner or authorized person that appears to be authentic, or to let other joint Account owners know about any changes a joint Account owner made to the Account, unless FBS has received written notice to the contrary from an authorized person and in good order, at the address for notices provided in Section 14 below (or such other address for customer communications that will be provided to you). FBS reserves the right to require, at any time, the written consent from all joint Account owners and/or authorized persons before acting on any instructions from a joint Account owner or authorized person, but FBS uses this right only at its own discretion and for its own protection or the protection of its affiliates.

Laws governing ownership of property vary from state to state. You understand and agree that you are responsible for verifying that the joint registration you select is valid in your state. Generally, however, for joint tenants with rights of survivorship, in the event of the death of either tenant, the entire interest in the joint Account shall be vested in the surviving joint tenant on the same terms and conditions. For tenants in common, the interest in each tenancy shall be equal unless specified, and in the event of death of either tenant the interest in their share of the tenancy shall vest in the decedent's legal representative. State laws regulating community property vary. Consult your own legal adviser.

If your Account is a custodial Account, you understand and agree that FBS will maintain an Account established under the designated state Uniform Gifts to Minors Act (UGMA) or Uniform Transfers to Minors Act (UTMA) and for which you are custodian. You understand and represent and warrant the assets in the Account belong to the minor and all such assets, whether or not transferred out of Fidelity UGMA/UTMA Accounts, will be used by you only for the benefit of the minor. As used herein, "you" or "your" shall refer to the custodian or to the minors as the context may require.

(d) 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. Certain instances may arise where we may need to suspend investment management of your account without prior notice. In such instances, we will contact you with further instructions.

(e) Termination of Self-Directed Brokerage Account.

Your self-directed brokerage Account may be terminated by you or FBS at any time. This Agreement will remain in effect until termination is acknowledged by an authorized representative of FBS; however, you acknowledge and agree that if you authorize the closing of the Account through written or verbal communication or by drawing down the balance of this Account to zero, FBS may terminate this Agreement without sending written notice. You will remain responsible for all charges, debit items, or other transactions initiated or authorized by you, whether arising before or after termination of the Account. FBS reserves the right to charge a service fee or close any Account that fails to meet certain minimum activity or balance requirements, or charge reasonable inactivity fees or to cease paying interest on an Account, and further reserves the right to close an Account or remit credit balances for any reason including, but not limited to, insufficient investment activity in accordance with applicable law. FBS will notify you if any charges are imposed. Termination will result in the cancellation of your Account and other features or privileges.

14. Notices. Any notice given in connection with this Agreement (other than the information specified above) will be deemed delivered if personally delivered or sent by U.S. mail, certified or registered, or overnight courier, postage prepaid with return receipt requested, and addressed to us to the attention of a Fidelity Representative, P.O. Box 770001, Cincinnati, OH 45277-0017 (or to another address specified by us in writing) and, if to you, at the address specified on your Account Application (or to another address specified by you in writing).

15. Miscellaneous. This Agreement will bind and be for the benefit of the parties and their successors and permitted assigns. In addition, NFS and FBS will each be a third-party beneficiary of this Agreement and will be entitled to enforce this Agreement as if it were a party. This Agreement may not be assigned (within the meaning of the Investment Advisers Act of 1940, as amended [Advisers Act]) without your consent. If any provision of this Agreement is or becomes inconsistent with any law or rule of any governmental or regulatory body having jurisdiction over the subject matter of this Agreement, the provision will be deemed rescinded or modified in accordance with such law or rule. In all other respects, this Agreement will continue in full force and effect. No term or provision of this Agreement may be waived except in writing, signed by the party against whom such waiver is sought to be enforced. This Agreement, including those sections related to the fees payable for your Account, may be changed by us upon 30 days' prior written notice to you. Our failure to insist at any time on strict compliance with this Agreement or with any of the terms of the Agreement or any continued course of such conduct on our part is not a waiver by us of any of our rights or privileges. This Agreement (including the Account Application, Fundamentals, and Supplements) contains the entire understanding between the parties concerning the subject matter of this Agreement. Headings are for convenience of reference only and are not part of this Agreement. This Agreement will not become effective until accepted by us at our Boston, Massachusetts, offices, and such acceptance may be evidenced by internal records maintained by us.

This Agreement will be governed by the internal laws of the Commonwealth of Massachusetts, but nothing in this Agreement will be construed contrary to the Advisers Act or any rule or order of the Securities and Exchange Commission under the Advisers Act or, where applicable, the provisions of either the Internal Revenue Code of 1986 (Code), or the Employee Retirement Income Security Act of 1974, as amended (ERISA). The Account Application will not be effective until we accept it in our offices, except as otherwise provided in the Account Application. The Account Application may be executed in counterparts, each of which will be deemed an original.

Predispute Arbitration Clause

This Agreement contains a predispute arbitration clause. By signing the Account Application associated with this Agreement, you and Strategic Advisers, FBS, NFS, and their successors, assigns, and affiliates (the "Parties") 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; however, this provision shall not constitute a waiver of any rights under the Advisers Act.
- (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 may be 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 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 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 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 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 or 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.

This predispute arbitration agreement shall survive the termination of our Advisory Services for your Account (which shall include the termination of this Agreement) pursuant to Section 13. In such event, your Account will become a self-directed brokerage Account with FBS, subject to the terms and conditions specified in Section 13.

Portfolio Advisory Services

PAS® SUPPLEMENT

This Fidelity PAS Supplement (PAS Supplement) is part of and incorporates by reference your Client Agreement. Unless otherwise defined in this PAS Supplement, defined terms have the same meaning as in your Client Agreement. In the event any provision of this PAS Supplement conflicts or is inconsistent with any provision of your Client Agreement, the provisions of this PAS Supplement will govern for Advisory Services provided to your PAS Account.

1. Annual Advisory Fee.

ANNUAL ADVISORY FEE SCHEDULE FOR FIDELITY PORTFOLIO ADVISORY SERVICE® ACCOUNT			
Average Daily Assets ¹	Annual Gross Advisory Fee for All Fidelity Models	Annual Gross Advisory Fee for Blended Models	Variable Net Advisory Fee
For assets less than \$200,000	1.70%	1.48%	} Less Credit Amount ² = Resulting Net Advisory Fee
For the first \$200,000	1.60%	1.38%	
For the next \$100,000 or portion thereof	1.40%	1.18%	
For the next \$200,000 or portion thereof	1.30%	1.08%	
For the next \$500,000 or portion thereof	1.10%	0.88%	
For the next \$1,000,000 or portion thereof	1.00%	0.78%	
For the next \$1,000,000 or portion thereof	0.85%	0.63%	
For total assets of \$3 million or more	Flat Rate for Whole Account Based on Schedule Below		

SPECIAL ANNUAL ADVISORY FEE SCHEDULE FOR FIDELITY PORTFOLIO ADVISORY SERVICE® ACCOUNTS OF \$3 MILLION OR MORE			
Average Daily Assets ¹	Annual Gross Advisory Fee for All Fidelity Models	Annual Gross Advisory Fee for Blended Models	Variable Net Advisory Fee
\$3,000,000 to \$3,999,999	0.98%	0.76%	} Less Credit Amount ² = Resulting Net Advisory Fee
\$4,000,000 to \$4,999,999	0.95%	0.73%	
\$5,000,000 to \$5,999,999	0.92%	0.70%	
\$6,000,000 to \$6,999,999	0.90%	0.68%	
\$7,000,000 to \$7,999,999	0.88%	0.66%	
\$8,000,000 or more	0.85%	0.63%	

¹ Average daily assets of Portfolio Advisory Services Accounts are determined on the last business day of the quarter. Certain Portfolio Advisory Services Account balances may be aggregated with certain other Portfolio Advisory Services Account balances in order to arrive at the reduced fee rates applicable to various marginal balances. Contact your Portfolio Advisory Services representative for details of the Account aggregation policy.

² Your gross advisory fee is reduced by a credit amount, which reflects investment management and services fees received by Strategic Advisers or its affiliates from funds held in your Account. Please refer to the "Credit Amount" section below for more detailed information.

Credit Amount. The Credit Amount is calculated daily and applied quarterly in the following manner:

For each fund in a client's Account, an amount will be calculated equal to either: (a) the actual underlying investment management and other fees and compensation paid to us or our affiliates from such fund if it is a Fidelity fund; or (b) the actual distribution or shareholder servicing fees paid to us or our affiliates from such fund if it is a non-Fidelity fund.

The resulting amounts for the funds in a client's portfolio will be added together to arrive at the total Credit Amount. The total Credit Amount will be applied against the gross advisory fee to arrive at the net advisory fee.

2. Transfer of Account Features. You hereby authorize NFS to obtain information from its affiliates, Fidelity Distributors Corporation and FBS, about the existing Account features you have indicated in Section 2 of the Fidelity Portfolio Advisory Service® application or the Fidelity Portfolio Advisory Service IRA application and to establish comparable features for your Account. You understand the features may differ in certain ways, including the imposition of fees, when implemented in your Account, versus how they operate in the mutual fund or brokerage Account(s) from which such features are being transferred.

Fidelity Electronic Funds Transfer (EFT) enables you to electronically transfer money between your bank account and your Account. To use this service, at least one common name must match exactly on your PAS Account and your bank account. Once established on your Account, EFT transactions may be initiated over the phone or in writing. EFT is processed through the Automated Clearing House Network (ACH) and your bank must be an ACH member to utilize this service. The minimum EFT transaction is \$10; the maximum is \$100,000. EFT can take up to two weeks to establish with your bank. Once EFT is established, transfers are normally completed within three business days. EFT purchases are subject to a seven-business-day collection process. We and our affiliates do not charge a fee for EFT transactions, although your bank may charge transaction fees.

In the case of PAS nonretirement and IRA Accounts, you hereby authorize and request NFS or Fidelity Management Trust Company ("FMTC") to make payment of amounts representing redemption(s) made by you or to secure payments of amounts to be invested by you by initiating credit or debit entries to your bank account associated with the Account feature instructions specified in Section 2 of your Account Application, and you authorize and request the bank to accept any such credit or debit entries initiated by NFS or FMTC to such bank account and to credit or debit, as requested, the same to such bank account, without responsibility for the correctness thereof or for the existence of any further authorization relating thereto. You hereby ratify any telephone instructions given pursuant to this authorization and agree that neither a fund nor NFS, FMTC, any of their agents, affiliates, or successors, as applicable, will be liable for loss, liability, cost, or expense for acting upon such instructions. It is understood that this authorization may be terminated by you at any time by written notification to NFS and to the bank. Any such notification shall be effective only with respect to entries after receipt of such notification and a reasonable time to act on it.

With regard to an existing IRA Personal Withdrawal Service (IRA-PWS) feature that you previously established with the custodian of the Fidelity IRA, FMTC, and elected to apply to a newly established PAS IRA Account, you understand and agree that the information, elections, and instructions that you previously agreed to on the IRA-PWS form accepted by us or our affiliates (subject to any subsequent instructions provided by you and accepted by us or our affiliates regarding your IRA-PWS feature), including any state or federal income tax withholding elections, will now apply to your PAS IRA-PWS feature (PAS Account IRA-PWS). You also understand and agree that any existing withdrawal instructions as to the specific investment positions to be liquidated to fund systematic withdrawals will not apply to the PAS Account IRA-PWS. In addition, you understand and agree that any acknowledgements, certifications, authorizations, acceptances of responsibility, indemnifications, and instructions that you agreed to as part of your previously established IRA-PWS feature will apply to your PAS Account IRA-PWS feature.

3. Authorization to Invest in Affiliated Funds. If your Account is a retirement Account governed by ERISA or the Code, you hereby authorize and agree that Strategic Advisers may invest the assets of your Account in no-load (we will invest in load funds if the load is waived) mutual funds for which Strategic Advisers or an affiliate serves as an adviser or subadviser for a fee, including without limitation the Fidelity funds, where Strategic Advisers determines, in its sole discretion, that the investment in a pooled vehicle such as a Fidelity fund is appropriate. You acknowledge and agree that Strategic Advisers or our affiliates may receive fees, as a result of purchases or sales of shares of Fidelity funds for your Account. You represent and warrant that: (i) Strategic Advisers has advised you that Fidelity funds are appropriate for investment by you because of, among other things, their investment goals, liquidity, and diversification; (ii) all assets of your Account may be invested in Fidelity funds subject only to the terms of any restrictions on investments in your Account specified in your IPQ Information; (iii) you have received prospectuses for the Fidelity funds that will be used in connection with your Account, which include a summary of all fees that may be paid by the Fidelity funds to Strategic Advisers or any of our affiliates; (iv) you acknowledge that, as discussed more fully in Section 6 of the Client Agreement, your annual gross advisory fee is reduced by the Credit Amount for the purpose of reducing your annual advisory fee by the amount of fees and other compensation that Strategic Advisers (and its affiliates) receives from the Fidelity funds invested in your Account; (v) on the basis of the prospectuses and the disclosures set out herein, you hereby consent to, authorize, approve and direct: (1) the investment of all or a portion of your Account assets in the Fidelity funds and redemptions therefrom, as part of Strategic Advisers' management of your Account, consistent with the investment policies and objectives and the restrictions described in your IPQ Information; and (2) the payment of fees by the Fidelity funds to Strategic Advisers and its affiliates. We will notify you of any change in fees. Shares of the Fidelity funds may be purchased by you outside these arrangements.

4. Additional Representations. You represent that you have the authority to retain us to invest nonretirement, IRA, Fidelity Retirement Plan, or Non-Prototype Retirement Account assets in Fidelity and non-Fidelity funds. You also represent that the documents establishing and governing your IRA, Fidelity Retirement Plan, or Non-Prototype Retirement Plan and Account permit plan assets to be invested in shares of the Fidelity and non-Fidelity funds selected by us. You will promptly notify us in writing of any amendment to the IRA, Fidelity Retirement Plan or Non-Prototype Retirement Plan or Account documents that affects our rights or obligations, and such amendment will be binding on us only when agreed to by us in writing.



Fidelity Portfolio Advisory Service® is a service of Strategic Advisers, Inc., a registered investment adviser and a Fidelity Investments company.

This service provides 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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