

# Funding Account Agreement

## General Information

This agreement between me and Fidelity Brokerage Services LLC, ("FBS") and National Financial Services LLC ("NFS") (collectively "Fidelity" or "you") sets forth the terms and conditions governing the Fidelity Funding Account.

### 1. Nature of Services Provided

Upon acceptance of my application, I understand you will maintain a limited purpose account for me and, as my broker, transfer money according to my instructions. The Funding Account will be used to electronically receive funds debited from my bank account and electronically transmit them through the Funding Account to each participant's Fidelity SIMPLE-IRA account pursuant to my instructions. The Funding Account is not meant to draw interest, and is not meant for holding or transacting in securities. All decisions relating to my investment or trading activity, if any, shall be made by me or my duly authorized representative and I accept full responsibility for such decisions. To help the government fight the funding of terrorism and money laundering activities, to verify my identity, Federal law requires that Fidelity obtain my name, date of birth, address, and a government-issued identification number before opening my account. In certain circumstances, Fidelity 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. My account may be restricted and/or closed if Fidelity cannot verify this information. Fidelity will not be responsible for any losses or damages (including but not limited to lost opportunity) resulting from any failure to provide this information, or from any restriction placed upon, or closing of, my account. Any information I provide to Fidelity may be shared with third parties for the purpose of validating my identity and may be shared for other purposes in accordance with Fidelity's Privacy Policy. Any information I give to Fidelity may be subject to verification, and I authorize Fidelity to obtain a credit report about me at any time. Upon written request, I will be provided the name and address of the credit reporting agency used. You may also monitor or tape record conversations with me in order to verify data about any transfers I request, and I consent to such recording. I also understand that my account is carried by NFS, an affiliate of FBS. I understand that Fidelity will not be responsible for the accuracy, completeness, or use of any information received by me from third party data services and that Fidelity does not make any warranty concerning such information.

### 2. Applicable Rules and Regulations

All transfers through Fidelity are subject to all applicable federal or state laws, rules and regulations.

### 3. Electronic Funds Transfer ("EFT")

EFT is a service that enables me to electronically transfer money between my bank account and my Fidelity account. EFTs are processed through the Automated Clearing House ("ACH"). My bank must be an ACH member for me to use this service, and at least one common name must match exactly on both my bank and Fidelity accounts. The minimum EFT transaction is \$10 and the maximum is \$100,000. EFTs are normally completed within three business days, and credits to my account are subject to a four-day collection process.

I hereby constitute and appoint Fidelity Service Company, Inc. ("FSC") and FBS my true and lawful attorney to surrender for redemption any and all shares held in my accounts with full power of substitution in the premises. FSC and FBS are hereby authorized and directed to accept and act upon any directions for redemptions of shares held in my account. I understand and agree that FSC and FBS will not be liable for any loss, expense, or costs arising out of any request for redemption. FSC and FBS reserve the right to cease to act as agents to the above appointments upon 30 days' written notice to the address of record listed on my application. I further certify and agree that the above certifications, authorizations, and appointments in this document will continue until FSC and FBS receive actual written notice of any change thereof.

### 4. Liability for Costs of Collection

I am liable for payment upon demand of any obligation owed in any of my accounts or any deficiencies following a whole or partial liquidation, and I agree to satisfy any such demand or obligation. I agree to reimburse FBS and NFS for all reasonable costs and expenses incurred in the collection of any such obligations in any of my accounts, including, but not limited to, attorney's fees.

### 5. Extraordinary Events

FBS is not liable for any losses caused directly or indirectly by government restrictions, exchange or market rulings, suspension of trading or other conditions beyond its control, including, but not limited to, extreme market volatility or trading volumes.

### 6. Receipt of Communications

Communications by mail, electronic means, messenger, telegraph, or otherwise sent to or by me at the U.S. postal or electronic mail address of record listed on the application, or any other address I may give FBS, are presumed to be delivered to and received by me whether actually received or not. I understand that I should promptly and carefully review the confirmations and periodic statements and notify you of any errors. As a Fidelity Funding Account owner, I will receive a statement of all transfers quarterly; and

monthly for months in which there is activity in my account. Information contained on confirmations and account statements is conclusive unless I object in writing within five and 10 days, respectively, after transmitted to me.

### 7. Modification

No provision of the Agreement can be amended or waived except in writing, signed by an authorized representative of FBS. If any provision of the agreement becomes inconsistent with any present or future law or regulation of any entity having regulatory jurisdiction over it, that provision will be superseded or amended to conform with such law or regulation, but the remainder of this Agreement remains in force and effect.

This agreement and its enforcement shall be governed by the laws of the Commonwealth of Massachusetts; shall cover individually and collectively all accounts that I may open or reopen with Fidelity; and shall inure to the benefit of Fidelity's successors and assigns, whether by merger, consolidation, or otherwise. Fidelity may transfer my account to its successors and assigns, and this agreement shall be binding upon my heirs, executors, administrators, successors, and assigns.

### 8. Termination of Account

My account may be terminated by me or Fidelity at any time. This agreement will remain in effect until its termination by me is acknowledged in writing by an authorized representative of FBS. You may terminate this Agreement upon written notice to me mailed to my last address given to you. FBS reserves the right to charge a service fee or close any account which fails to maintain minimum activity or balance requirements, and further reserves the right to close an account or remit credit balances due to insufficient investment-related activity.

Termination will result in the cancellation of all features or privileges. I understand that I remain responsible for transactions initiated or authorized by me whether arising before or after termination.

### 9. Predispute Arbitration Agreement

This agreement contains a predispute arbitration clause. By signing an arbitration agreement the parties agree as follows:

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

All controversies that may arise between me and you 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 me and you, 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 I may designate. If I 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 I 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 I do not notify you in writing of my designation within five (5) days after such failure or after I receive from you a written demand for arbitration, then I authorize you to make such designation on my behalf. The designation of the rules of a self-regulatory organization or securities exchange is not integral to the underlying agreement to arbitrate. I understand that judgment upon any arbitration award may be entered in any court of competent jurisdiction.

No person shall bring a putative or certified class action to arbitration, nor seek to enforce any predispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class action who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; 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.

