

Fidelity Charitable Letter of Authorization: Terms and Conditions

By granting this authorization, You understand and agree that Fidelity Brokerage Services LLC, National Financial Services LLC, and National Charitable Services Corp. (collectively hereinafter "Fidelity"), and Fidelity® Charitable Gift Fund ("Fidelity Charitable") will not undertake to confirm Your Agent's representations or instructions or to monitor Your Agent's compliance with your instructions to him or her and will rely solely upon the instructions of Your Agent for these transfers. You understand that You should carefully review your account documentation and monitor all activity in your Fidelity Account and your Giving Account® at Fidelity Charitable. Fidelity or National Charitable Services Corp. may require direct instructions from You on transactions over a certain dollar amount. Upon requests for any account-related activity in your Fidelity account or your Giving Account® at Fidelity Charitable from Your Agent, Fidelity and/or Fidelity Charitable reserves the right, but is not obligated, to confirm with You any of your or Your Agent's instructions prior to acting on them and to restrict or not accept requests for these transfers, at its/their own discretion. Your Agent 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 Fidelity Account in accordance with this authorization or your separate standing instructions. Your Agent will not conduct activity in your Fidelity Account that exceeds its authority under this authorization or any other agreement governing your Fidelity Account(s). This authorization shall be applicable to all assets you hold in your Fidelity Account(s). No Fidelity entities are affiliated with Your Agent (excluding however, Strategic Advisors, Inc.) and have no relationship except as described in this authorization. Neither Fidelity nor Fidelity Charitable will have any duty to inquire into the authority of Your Agent to engage in particular transactions or to monitor the terms of any oral or written agreement between you and Your Agent. Your Agent 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 there under, 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 NASD Rules and/or FINRA rules. Neither Fidelity nor Fidelity Charitable will undertake to confirm or ensure that Your Agent remains in compliance with its obligations. You agree to indemnify and hold harmless Fidelity Brokerage Services LLC, National Financial Services LLC, National Charitable Services Corp., and Fidelity® Charitable Gift Fund, and any of its affiliates and their respective officers, directors, employees and agents from and against any and all losses, claims or financial obligations (including reasonable attorneys' fees) that may arise from any act or omission of Your Agent with respect to your Fidelity Account or Giving Account® at Fidelity Charitable. This authorization is a continuing one and shall remain in full force and effect until either Fidelity or Fidelity Charitable is notified in writing of your death, disability or incapacity or unless revoked through written notice actually received by either Fidelity or Fidelity Charitable. Such revocation, however, shall not affect any prior liability in any way resulting from any transaction initiated before receipt of the revocation. Furthermore, it is understood that this authorization and indemnity is in addition to, and in no way restricts, any rights that may exist at law or under any other agreement(s) between You and Fidelity Brokerage Services LLC, National Financial Services LLC, National Charitable Services Corp., or Fidelity® Charitable Gift Fund. This authorization and 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 Fidelity Charitable, and of any successor organization(s) (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 Fidelity Charitable or any successor organization. It is further understood that Fidelity and/or Fidelity Charitable reserves the right to cease accepting instructions from You or Your Agent at its sole discretion and for its sole protection.

Contact Information for Fidelity Charitable:

Fidelity Charitable
P.O. Box 770001
Cincinnati, OH 45277-0053

800-952-4438