



Fidelity Investments® Internal Revenue Code Section 403(b)(7) Individual Custodial Account Agreement

This Agreement sets forth the terms of the Account established by the Custodian on behalf of the Account Owner. All prior versions of the Fidelity Investments Code Section 403(b) Individual Custodial Account Agreement and the Fidelity Advisor Section 403(b)(7) Individual Custodial Account Agreement have been amended and restated in their entirety in the form of this Agreement. The Agreement is effective as of the Effective Date.

1. Definitions

"Account" means the separate custodial account established hereunder and maintained for the benefit of the Account Owner, which is intended to satisfy the requirements of Code sections 401(f)(2) and 403(b)(7) and related regulations.

"Account Application" means the written or electronic document and the accompanying instructions used from time to time to establish the Account and accept the terms of this Agreement, as in effect from time to time. The statements contained therein will be incorporated into this Agreement.

"Account Owner" means the Participant or Beneficiary on whose behalf the Account is maintained.

"Agreement" means this Fidelity Investments Internal Revenue Code Section 403(b)(7) Individual Custodial Account Agreement and the Account Application, as either may be amended and in effect from time to time. This Agreement, including the Account Application and any designation of a Beneficiary on record with the Custodian, may be proved either by an original copy or by a reproduced copy thereof, including, without limitation, a copy reproduced by photocopying, facsimile transmission, electronic record, or electronic imaging.

"Authorized Agent" means the person or persons (including a Financial Representative) authorized by the Account Owner or Employer In Good Order to purchase or sell Investment Company Shares or Other Investments in such Account Owner's Account and to perform duties and responsibilities on behalf of the Account Owner or the Employer, as applicable, as set forth under this Agreement. The rights of and restrictions on the activities of Authorized Agents may be further described in the Account Application, the Plan, Service Agreement, and/or by the Custodian.

"Available Investments" means the Investment Company Shares and/or Other Investments available for investment under the Agreement.

"Beneficiary" means (1) the person(s) or entity/ies (including a trust or estate, in which case the term may mean the trustee or personal representative acting in their fiduciary capacity) who is entitled to benefits in respect of a Participant following such Participant's death (or benefits in respect of a Beneficiary following such Beneficiary's death) or (2) the alternate payee of the Account Owner pursuant to a QDRO, as described in section 10.

"Code" means the Internal Revenue Code of 1986, as amended.

"Company" means FMR LLC, a Delaware corporation, or any successor or affiliate thereof to which FMR LLC may, from time to time, delegate or assign any or all of its rights or responsibilities under this Agreement. The Company is an affiliate of the Custodian.

"Custodian" means Fidelity Management Trust Company. Any successor to the Custodian that satisfies the standards under Code section 401(f)(2), either through sale or transfer of the business of the Custodian, or through reorganization, consolidation, or merger, or any similar transaction of the Custodian, shall, upon consummation of the transaction, become the successor custodian of this Account.

"Deferral Contributions" means contributions made by the Employer under the Plan on behalf of and at the election of the Participant pursuant to a salary reduction agreement or automatic enrollment arrangement.

"Direct Rollover" means a direct payment from the Account to the Eligible Retirement Plan specified by the Distributee.

"Direction" means any instructions, directions, notices, communications, proxy voting forms and/or instruments, written, oral, electronic or otherwise, which are provided by the Account Owner, Authorized Agent or Employer (if the Account is part of a Plan) and intended to direct the Custodian's or Company's actions hereunder.

"Distributee" means a Participant, Beneficiary, or alternate payee under a QDRO.

"Effective Date" means January 1, 2023, or, with respect to Accounts established after January 1, 2023, the date on which an Account Application is determined by the Custodian to be In Good Order and accepted and approved by or on behalf of the Custodian.

"Eligible Designated Beneficiary" means a designated Beneficiary of the Participant that meets the definition set forth in Code section 401(a)(9)(E).

"Eligible Retirement Plan" means a retirement plan described in Code section 402(c)(8) that accepts the Distributee's Eligible Rollover Distribution.

"Eligible Rollover Distribution" means a distribution described in Code section 402(c)(4).

"Employer" means the entity that assumes the responsibility of the sponsor of the Plan with respect to which this Account is associated. The term "Employer" includes the entity itself, and/or any plan administrator, named fiduciary, investment fiduciary, and/or committee properly designated by the Employer to carry out its duties and responsibilities and communicated to the Custodian. If the Account is not part of a Plan, references to an "Employer" will be moot. If there is no Employer associated with the Plan, the Employer cannot be located, the Employer is not an "eligible employer" as defined in Treas. Reg. sec. 1.403(b)-2(b)(8), the Employer refuses to provide Directions to the Custodian, and/or in other similar situations, the Custodian will follow its standard procedures and applicable law in determining its proper nondiscretionary treatment and/or disposition of the Account.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"Financial Representative," "Broker," or "Investment Professional" (collectively, **"Financial Representative"**) means a (1) securities broker-dealer registered as such under the Securities Exchange Act of 1934 (the "Exchange Act"); (2) a bank as defined in section 3(a)(6) of the Exchange Act and exempt from registration as a "broker" or "dealer" under the Exchange Act; or (3) an investment advisor registered under the Investment Advisors Act of 1940 or the applicable division in each state where registration is required, which the Account Owner or Employer has designated and authorized as their Authorized Agent In Good Order and filed with the Custodian. Unless the Account Owner or Employer, as applicable, otherwise notifies the Custodian in writing, Financial Representative will include any successor(s) of the Financial Representative by merger, consolidation, or acquisition.

"Group Custodial Account" means a custodial account that may be established by the Custodian and the Employer to hold Plan assets and is intended to satisfy Code sections 403(b) and 401(f)(2) and related regulations.

"In Good Order" means in a state or condition acceptable to the Custodian in its sole discretion and determined to be reasonably necessary for the accurate execution of the intended transaction and



may require actual receipt by the Custodian. If the Account is part of a Plan that is subject to ERISA section 205 or if required by the Plan, a distribution or loan request by a married Participant will be invalid and not considered In Good Order unless the Participant's Spouse consents to the distribution or loan, respectively, and acknowledges the effect of the election and the consent is witnessed by a Plan representative or notary public in accordance with applicable law.

"Investment Company Shares" means shares of stock, trust certificates, or other evidence of interest (including fractional shares) in any domestic corporation, partnership, trust, or other entity that is a regulated investment company within the meaning of Code section 851(a). Investment Company Shares may include shares of regulated investment company stock registered under the Investment Company Act of 1940 (1) for which Fidelity Management & Research Company, a Massachusetts corporation, or its successors or affiliates (collectively, "FMR") serves as investment manager; (2) the records of which are maintained on a proprietary transfer agent or recordkeeping system owned or employed by FMR; and (3) which are among a group of Fidelity® Funds or Fidelity Advisor Funds® (a "Fidelity Fund" or "Fidelity Advisor Fund," respectively) permitted by the Custodian for investment under this Agreement. In the Custodian's sole discretion, Investment Company Shares may include shares of regulated investment company stock for which an unrelated third party serves as investment manager.

"Lifetime Income Investment" means an investment option defined in Code section 401(a)(38)(B)(ii) that is generally designed to provide an employee with special election rights to a lifetime income feature offered under a Plan.

"Losses" means any and all loss, damage, penalty, liability, cost, and expense, including, without limitation, reasonable attorneys' fees.

"Other Investments" means all investments (other than Investment Company Shares) in which the assets of the Account are (1) permitted to be invested under Code section 403(b)(7) and applicable laws and (2) acceptable to the Custodian in its sole discretion for investment under this Agreement. Other Investments may include, but are not limited to, group trusts intended to satisfy the requirements of Rev. Rul. 81-100 (or any successor guidance), separate accounts, and Lifetime Income Investments. Notwithstanding the foregoing, the Custodian reserves the right in its sole discretion to refuse to accept and hold any specific assets or classes of assets in the Account.

"Participant" means the Account Owner, if the Account was established for his or her benefit as an employee and participant in a 403(b) plan.

"Personal Information" means an individual's personal data, including but not limited to name, Social Security number, compensation, employment history, marital status, Account balance, and transaction history.

"Plan" means the Employer's written defined contribution plan that satisfies, in form and operation, the requirements of Code section 403(b) and under which the Account is maintained. The Account is not required to be maintained under a Plan, in which case references to a "Plan" will be moot. See section 16 regarding conflicts between the terms of the Plan and this Agreement.

"QDRO" means a qualified domestic relations order under Code section 414(p) if the Account is part of a Plan subject to ERISA. Otherwise, the term QDRO means a domestic relations order. A "domestic relations order" is a judgment, decree, or order (including approval of a property settlement agreement) that relates to the provision of child support, alimony payments, or marital property rights of a Spouse or former Spouse, child, or other dependent, made pursuant to a State domestic relations law or Tribal domestic relations law (including a community property law) that has been determined to constitute a valid "domestic relations order" by the Plan administrator or its delegate. For this purpose, "Tribal" means such a law which is issued by or under the laws of an Indian tribal government, a subdivision of such Indian tribal government, or an agency or instrumentality of either.

"Reporting Date" means the last day of each calendar quarter and, if not coinciding with the last day of a calendar quarter, the date all assets held in the Account have been distributed as allowed under the Plan and this Agreement.

"Service Agreement" means the separate written agreement between the Employer and the Custodian or Company to provide directed recordkeeping and other services with respect to the Plan and Account, consistent with the terms of the Plan and this Agreement. The Employer is solely responsible for ensuring that the terms of this Agreement are not inconsistent with the terms of the Plan. "Service Agreement" also includes the Employer's Directions to the Custodian or Company; the Plan Administration Manual; the Fidelity Advisor 403(b) Administrative Handbook; and the Plan's loan policy, forms, and other In Good Order Directions. Custodian or Company-provided or approved forms and materials may contain additional procedures, transaction information, or elections that, when completed In Good Order by the Account Owner or Authorized Agent (or not objected to, as the case may be), will constitute directions from the Employer even if not required to be approved or signed by the Employer.

"Spouse" means the person to whom an individual is married for purposes of Federal income taxes on the relevant date, unless modified for specific purposes by the Plan.

"Vendor" means the provider of an annuity contract under Code section 403(b)(1) or a custodial account under Code section 403(b)(7) under the Plan.

2. Account

Establishment. The Account will be established upon receipt In Good Order by the Custodian of the Account Owner's Account Application. The Employer is deemed to have assented to the terms of this Agreement upon the payment of an initial contribution to the Account under the Plan. The Account will consist of (1) an initial contribution made by the Employer under the Plan, rolled over or transferred from an Eligible Retirement Plan, exchanged or transferred from a Vendor, or otherwise contributed to the Account; (2) such additional sums of money or other property as will from time to time be delivered to the Custodian or transferred from a deceased Participant's Account or pursuant to a QDRO; (3) all investments made therewith and net proceeds thereof; and (4) all net earnings and profits thereon, less the distributions and payments that are made by the Custodian as provided herein. If the Account is part of a Plan, the Custodian and Company will recordkeep the Account in accordance with the terms of the Service Agreement and as set forth herein.

Nonforfeitable. The rights of the Account Owner to the accumulated benefit in the Account (disregarding rights to future contributions) are nonforfeitable, except to the extent a vesting schedule applies under the Plan or is permitted by applicable law. Prior to the time that the Account is or becomes nonforfeitable, the forfeitable portion of the Account is treated as a Code section 401(a) qualified plan as described in Treas. Reg. sec. 1.403(b)-8(d)(4). If the Account is part of a Plan, all assets in the Account will be fully vested and nonforfeitable on the date of Plan termination.

Nontransferability. The Account is nontransferable, other than to a Group Custodial Account as described in section 17, a successor custodian that satisfies the standards under Code section 401(f)(2), or a 403(b)(7) custodial account for the benefit of the Account Owner's Beneficiary/ies.

Nonassignment. The Account will not be subject to alienation, assignment, trustee process, garnishment, attachment, execution, or levy of any kind, either voluntarily or involuntarily, in whole or in part, except to the extent permitted herein or by the Plan or required by applicable law.

Exclusive Benefit. No part of the Account may be used for or diverted to purposes other than the exclusive benefit of the Account Owner or his or her Beneficiary/ies or to pay the reasonable expenses of Account administration (including Plan administration), except to the extent permitted herein or by the Plan or required by applicable law.

Reversion of Employer Contributions. No assets of the Account will revert or be diverted to the Employer, except to the extent permitted herein or by the Plan or required by applicable law.

Pension-Linked Emergency Savings Account. If permitted by the Plan, the Account may separately account for assets pursuant to a pension-linked emergency savings account feature of the Plan as described in ERISA sections 801, 802, and 803 and other applicable law, in which case the Custodian may supplement this Agreement with additional terms and conditions for such assets.

3. Contributions

In General. If the Account is part of a Plan, the Custodian will accept contributions as permitted by the Plan and described in the Service Agreement. If the Account is not part of a Plan, the Custodian will accept contributions as permitted by applicable law and as described herein. The Custodian will accept and process contributions of money or other property that are acceptable to it in its sole discretion after it receives In Good Order all information, supporting documentation, and necessary funds. If any contributions are made to the Account due to a good faith mistake of fact, the amount of the mistaken contributions (adjusted for any income or loss in value, if any) will be returned directly to the Employer (or its agent) or the Account Owner, as applicable, if the Custodian receives a proper request In Good Order to return such contributions within 1 year after the contributions are made to the Account, unless the Plan permits a longer period. The Custodian will not accept future contributions to the Account from any Employer that ceases to be an "eligible employer" as defined in Treas. Reg. sec. 1.403(b)-2(b)(8) upon notice from the Employer.

Separate Accounting. The Custodian will rely on information provided by the Employer, Account Owner, transferring Vendor, or other third party regarding contributions, including but not limited to: the tax status of contributions (pre-tax, after-tax, or designated Roth contributions); cost basis under Code section 72; applicable distribution restrictions; amounts held as of the close of the taxable year beginning before January 1, 1989; excess contributions; contributions subject to a vesting schedule; and/or other amounts required to be separately accounted for under the Code and/or for accurate recordkeeping. The Custodian will credit such amounts to separate bookkeeping accounts in the Account to which earnings, losses, and other credits or charges will be separately allocated on a reasonable and consistent basis. Amounts that are subject to a vesting schedule and fail to be nonforfeitable will be treated as held in a separate contract to which Code section 401(a) applies.

Deferral Contributions. If permitted by the Plan, Deferral Contributions may be made to the Account on behalf of a Participant pursuant to Code section 402(g)(1) or, if applicable, the special section 403(b) catch-up permitted under Code section 402(g)(7) as described in Treas. Reg. 1.403(b)-4(c)(3). Age 50 catch-up contributions as described in Code section 414(v) may also be made to the Account on behalf of eligible Participants if permitted by the Plan. The Employer is solely responsible for ensuring that the Plan satisfies Code section 403(b)(12), unless the Employer is a church.

Employer Contributions. If permitted by the Plan, the Employer may forward contributions to the Custodian for deposit in the Account, including matching, nonelective, and other Employer-provided contributions.

Rollover Contributions. If permitted by the Plan, the Custodian will accept direct and indirect rollovers of Eligible Rollover Distributions made from another Eligible Retirement Plan and/or from the Account Owner. Rollover contributions that include designated Roth contribution amounts will be accepted only if the Plan permits designated Roth contributions. The Custodian may also accept as

rollover contributions amounts permitted to be recontributed to the Plan following an in-service distribution. The Custodian will not be responsible for any Losses due to a result of the timing of any rollover contribution from another entity that is due to circumstances beyond the control of the Custodian.

Contract Exchanges. If permitted by the Plan, the Custodian may accept amounts received from other Vendors in a direct contract exchange described in Treas. Reg. sec. 1.403(b)-10(b)(2).

Transfers. If permitted by the Plan, the Custodian may accept plan-to-plan transfers to the Account that meet the requirements of Treas. Reg. sec. 1.403(b)-10(b)(3).

Lifetime Income Investments. If permitted by the Plan, the Custodian may accept direct transfers of Lifetime Income Investments from an Eligible Retirement Plan if permitted to be held in the Account.

Other Contributions. If permitted by the Plan, the Custodian may accept other amounts as contributions to the Account.

4. Contribution Limitations

The contribution limitations described in this section 4 will be superseded by any Plan or Code provisions that are more restrictive. The Custodian has no obligation to calculate, validate, or monitor any limitations. The Custodian will distribute excess amounts pursuant to an In Good Order Direction, which may be provided by the Employer, Account Owner, or Authorized Agent of either.

Maximum Annual Contribution. The contributions for any Participant to the Account may not exceed the limitations imposed by Code section 415, which are incorporated herein by reference. The Employer is solely responsible for ensuring that the foregoing contribution limitation is observed in compliance with Treas. Reg. sec. 1.403(b)-4(b) and other applicable law. The Custodian will distribute the 415 excess with allocable net income in accordance with Code section 415.

Deferral Contributions. Deferral Contributions contributed to the Account may not exceed the limitations of Code sections 402(g) and 414(v), with adjustments permitted under the Code, which are incorporated herein by reference. Contributions to the Account must be aggregated with contributions to all other Code section 403(b) (1) annuity contract(s) and 403(b)(7) custodial account(s) purchased or contributed to by the Employer for the Participant under the Plan and all other plans, contracts, or arrangements of the Employer for purposes of applying the foregoing limits. The Custodian will distribute excess Deferral Contributions with allocable net income in accordance with Code section 402(g)(2)(C).

Nondiscrimination Rules. If the Account is part of a Plan, the Employer is solely responsible for ensuring that contributions to the Account satisfy Treas. Reg. sec. 1.403(b)-5 to the extent applicable. The Custodian will make corrective distributions in accordance with the Code.

Tax on Excess Contributions. The Participant will be solely responsible for determining and paying any excise tax imposed under Code section 4973(c) on excess contributions to the Account. The Employer will be solely responsible for determining and paying any excise tax imposed under Code section 4979 on excess aggregate contributions to the Account.

5. Investments

All amounts held in the Account will be invested in Investment Company Shares and/or Other Investments as permitted by the Plan and described herein and held in the name of the Custodian or its nominee(s) in an account for which the records are maintained on a proprietary recordkeeping system of the Company. All income, dividends, capital gains, and other amounts received with respect to Investment Company Shares and/or Other Investments credited to the Account will generally be reinvested in such assets.

Available Investments. The list of available investments for the Account ("Available Investments") is available to the Account Owner from the Custodian, the Employer, and/or the Financial

Representative. If the Account is part of a Plan, the Custodian will follow the Employer's directions in the Service Agreement regarding the Available Investments, subject to the terms of this Agreement. If the Account is not part of a Plan, the Available Investments will be the Investment Company Shares (and share classes) and/or Other Investments that are determined by the Custodian in its sole discretion from time to time to be generally appropriate for investment by retirement plan participants. Available Investments may be limited to Fidelity Funds or Fidelity Advisor Funds, as determined by the Custodian in its sole discretion. If the Account is part of a Plan that is not subject to ERISA pursuant to the exemption established by Dept. of Labor Reg. sec. 2510.3-2(f) and related guidance, the Custodian may, in its sole discretion, make available in the Account the same Investment Company Shares (and share classes) and/or Other Investments that are then available in other retirement plans of the Employer that are recordkept by the Custodian.

Changes to Available Investments. Available Investments may change because of the Employer's Directions to the Custodian, through independent action of the investment manager of Investment Company Shares or Other Investments, and/or due to the Custodian's nondiscretionary administrative considerations. The Account Owner will be provided with notice of the change if invested in the impacted Available Investments, if possible. The Custodian will follow the Account Owner's, Authorized Agent's, or Employer's In Good Order Directions regarding reinvestment of amounts subject to such change. Notwithstanding anything herein to the contrary, any proposed restrictions by the Employer on the number or type of Fidelity Funds or Fidelity Advisor Funds as Available Investments in the Account may be deemed by the Custodian as an attempt to constructively modify or terminate this Agreement without the Account Owner's consent; the Custodian reserves the right to reject such proposed restrictions.

Investment Directions. Amounts held in the Account will be invested in accordance with In Good Order investment Directions from the Account Owner, Authorized Agent, or Employer. If investment rights have been provided or reserved to the Employer or Financial Representative in the Service Agreement, the Custodian will accept superseding In Good Order investment Directions from the Employer or Financial Representative, respectively. Any person giving investment Directions to the Custodian will be deemed to have acknowledged receipt of the then-current prospectus for such Investment Company Shares or other legally required disclosures with respect to Other Investments. All charges incidental to carrying out such Directions will be charged and collected in accordance with section 14.

Incomplete or Unclear Investment Directions. In the absence of In Good Order investment Directions, the Custodian will not have and will not exercise any discretion, authority, or responsibility as to any investment in connection with the Account, except as described herein. If investment Directions are not In Good Order with respect to all or part of the Account, the Custodian will request investment Directions from the Account Owner, Authorized Agent, Employer, and/or Financial Representative, as relevant. Pending receipt of such Directions, the Custodian may invest such amounts in the Investment Company Shares described below (the "Default Fund"). After the Custodian receives investment Directions In Good Order, any gains or losses attributable to the investment of assets in the Default Fund until such time will be taken into account by the Custodian in the reinvestment of such assets pursuant to such Directions. The Custodian will not be liable to anyone for any Losses resulting from delay in investing such amounts or in implementing such investment Directions.

Default Fund. Notwithstanding anything herein to the contrary, the Custodian reserves the right to change the Default Fund (and/or share class) for the Account with notice to the Account Owner. As of the Effective Date:

(1) If the Account was established to hold Fidelity Funds before February 16, 2008, the Default Fund is the Fidelity® Government Money Market Fund;

(2) If the Account was established to hold Fidelity Funds on or after February 16, 2008, the Default Fund is the applicable Fidelity Freedom® Fund corresponding to the Account Owner's birth date (as determined from the Custodian's records) that is associated with the guideline of retirement years for each Fidelity Freedom Fund, assuming the Account Owner's retirement at age 65, as outlined in the then-current prospectus for the Fidelity Freedom Funds. However, if the date of birth is not provided, reasonably determined to be inaccurate by the Custodian, or otherwise not In Good Order, the Default Fund is the Fidelity Freedom® Income Fund; and

(3) If the Account was established to hold Fidelity Advisor Funds, the Default Fund is the Fidelity® Treasury Money Market Fund—Daily Money Class.

Notwithstanding (1), (2), and (3), if the Account is part of a Plan, the Default Fund may be specified by the Employer in the Service Agreement.

Brokerage Account. The Custodian may permit the Account Owner to establish a brokerage account (a Fidelity BrokerageLink® account or similar) under the Account in the name of the Custodian, over which the Account Owner or Authorized Agent will have limited trading authority consistent with the terms of the agreement pursuant to which such brokerage account is established. Investments available through a BrokerageLink® account will be limited to those allowable under the Account. If the Account is part of a Plan, the BrokerageLink account will be subject to the Service Agreement. Transfers of assets between the Account and the brokerage account will not be treated as contributions and/or distributions from the Account.

Voting with Respect to Shares. The Custodian will deliver (in paper or electronically) all notice and proxy solicitation materials to each Account Owner who has the relevant Investment Company Shares credited to his or her Account (both vested and unvested), together with a voting direction form for return to the Custodian or its designee, to the extent such materials are provided to the Custodian by the issuer of such Investment Company Shares. The Custodian will vote as Directed In Good Order. The Custodian will not vote any Investment Company Shares for which it has received no In Good Order Directions.

6. Distributions

In General. If the Account is part of a Plan, the Custodian will make distributions as permitted by the Plan and described in the Service Agreement and may rely upon information regarding the Account Owner's distribution eligibility provided by the Employer. If the Account is not part of a Plan, the Custodian will make distributions as permitted by applicable law and as described herein. Distributions will be made as soon as reasonably practicable following receipt by the Custodian of a distribution request In Good Order from the Account Owner or, if acceptable to the Custodian in its sole discretion, the Authorized Agent or Employer.

Distributions of Amounts Other Than Deferral Contributions. Subject to the terms of the Plan, distributions of amounts other than Deferral Contributions held in the Account generally will not be paid to the Participant before the Participant has a severance from employment, dies, becomes disabled (within the meaning of Code section 72(m)(7)), attains age 59½, or qualifies for an in-service distribution of such amounts under the Plan and the Code. Amounts transferred from the Account to an annuity contract or retirement income account, including earnings thereon, will continue to be subject to these limitations. Amounts held in a separate subaccount for Eligible Rollover Contributions or after-tax contributions will not be subject to these restrictions, unless required by the Plan.

Distributions of Deferral Contributions. Subject to the terms of the Plan, distributions of amounts that are attributable to Deferral Contributions generally will not be paid to the Participant before the Participant has a severance from employment, dies, encounters financial hardship (within the meaning of Code section 403(b)(7)(A)(i)(V) as then in effect), becomes disabled (within the meaning of Code section 72(m)(7)), attains age 59½, or qualifies for an in-service distribution of such amounts under the Plan and the Code. Amounts held as of the close of the taxable year beginning before January 1,

1989 (but not the earnings thereon) may be distributed pursuant to the special distribution rules described in Treas. Reg. sec. 1.403(b)-6(d)(1)(ii).

Other In-Service Distributions. Subject to the terms of the Plan and notwithstanding anything herein to the contrary, amounts may be distributed prior to the Participant's severance from employment (1) to correct an excess deferral; (2) as a qualified reservist distribution pursuant to Code section 72(t)(2)(G); (3) as a qualified birth or adoption distribution pursuant to Code section 72(t)(2)(H); (4) as an emergency personal expense distribution pursuant to Code section 72(t)(2)(I); (5) as a distribution from a pension-linked emergency savings account pursuant to Code sections 402A(e) and 72(t)(2)(J); (6) as an eligible distribution to a domestic abuse victim pursuant to Code section 72(t)(2)(K); (7) as a qualified disaster recovery distribution pursuant to Code section 72(t)(2)(M); (8) as an amount that the Employer finds is lawfully demanded under a levy issued by the Internal Revenue Service with respect to that Account Owner or is sought to be collected by the United States Government under a judgment resulting from an unpaid tax assessment against the Account Owner; (9) as a return of a mistaken contribution (adjusted for any income or loss in value, if any, allocable thereto); (10) effective for distributions made after December 29, 2025, as provided for distributions to which Code section 401(a)(39) applies pursuant to Code section 403(b)(7)(A)(i)(VII); (11) in the event of Plan termination; and/or (12) as otherwise permitted under the Plan and applicable law from time to time.

Hardship Distributions. If permitted by the Plan, amounts may be distributed from the Account on account of financial hardship as described in Code section 403(b)(7)(A)(i)(V). Such distributions may be from Deferral Contributions and, effective as of January 1, 2024, earnings and other amounts held in the Account to the extent permitted by Code section 403(b)(17). The Account Owner is not required to take any available loan under the Plan before taking a hardship distribution. Effective for Plan years beginning after December 29, 2022, the Employer and Custodian may rely on a Participant's In Good Order self-certification that the requested hardship distribution is (1) on account of a financial need of a type deemed in applicable law to be an immediate and heavy financial need and (2) not in excess of the amount required to satisfy such financial need (plus an amount necessary to satisfy taxes on such distribution) and that the Participant has no alternative means reasonably necessary to satisfy such financial need, unless the Employer has actual knowledge to the contrary.

Other Distributions. Distributions to non-U.S. citizens or certain other U.S. persons (including a U.S. resident alien) will be subject to the Custodian's procedures and applicable law, which may be more restrictive. Distributions requested by an alternate payee under a QDRO will be made in a lump sum as soon as reasonably practicable following the determination that the domestic relations order is a QDRO, unless otherwise required by the Plan.

Forms of Distributions. Distributions from the Account will be made in cash unless the Custodian agrees in its sole discretion to make an in-kind distribution in the form of Investment Company Shares or Other Investments. In the event of Plan termination, the Account may be "distributed" from the Plan in kind to the Account Owner in the sole discretion of the Custodian.

Methods of Distribution. The Custodian will process distributions from the Account in a lump sum or installment payments pursuant to the Account Owner's In Good Order Directions, subject to the Custodian's reasonable procedures.

Required Notice. The Custodian will, within a reasonable time period before making an Eligible Rollover Distribution, provide an explanation to the Distributee of his or her right to elect a direct rollover and the income tax withholding consequences of not electing a direct rollover, as required under Code section 402(f).

Tax Withholding. Distributions from the Account will be made by the Custodian net of any required or requested tax withholding pursuant to In Good Order Direction from the Account Owner or other recipient. If the Distributee of an Eligible Rollover Distribution

does not elect to have the Eligible Rollover Distribution paid directly to an Eligible Retirement Plan in a direct rollover, the Eligible Rollover Distribution will be subject to the federal income tax withholding required under Code section 3405 and applicable state and local tax withholding laws. The Distributee is solely responsible for determining the tax consequences and limitations of any Eligible Rollover Distribution. The Custodian will be under no duty to withhold any excise penalty which may be due as a result of any distribution from the Account.

Minors and Persons with Legal Disabilities. If a distribution is payable to a person known by the Custodian to be a minor or otherwise under a legal disability, the Custodian may, in its discretion (which may include following the Employer's Direction), make all or any part of the distribution without liability to the Account Owner or any other person to one or more of the following entities: (1) the parent, guardian, conservator, or other legal representative, wherever appointed, of such person; (2) a trust or Account established for the benefit of such person, such as a special needs trust or a Code section 529A ABL Account; (3) a custodian in accordance with the Uniform Gifts to Minors Act, Uniform Transfers to Minors Act, or similar law as permitted under the laws of the state where such person resides; (4) any person having control or custody of such person; or (5) to such person directly. The Custodian may require whatever proof and/or indemnification it deems necessary prior to making any distribution under this provision.

Unclaimed Property. The Custodian may be required to escheat the Account and uncashed checks issued from the Account under applicable state unclaimed property laws. Checks from the Account that are uncashed and outstanding for at least 6 months may be canceled and the underlying proceeds redeposited into the Account (or the Plan, if the Account is part of a Plan) for the benefit of the payee. Texas residents and any Account Owner whose legal address is in Texas may designate a representative to the Custodian solely for purposes of receiving unclaimed property due diligence notifications.

USERRA-Qualified Military Service. As required by Code section 401(a)(37), in the case of a Participant who dies while performing qualified military service as defined in Code section 414(u), the Beneficiaries of the Participant are entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Account had the Participant resumed and then terminated employment due to death.

7. Rollovers, Transfers, and Exchanges from the Account

In General. If the Account is part of a Plan, the Custodian will make rollovers, transfers, and exchanges as described in the Service Agreement and may rely upon information regarding the Account Owner's eligibility for the transaction provided by the Employer. If the Account is not part of a Plan, the Custodian will make rollovers, transfers, and exchanges as permitted by applicable law and as described herein. Such transactions will be performed as soon as reasonably practicable following receipt by the Custodian of a distribution request In Good Order from the Account Owner or, if acceptable to the Custodian, the Authorized Agent or Employer.

Direct Rollover. If the Distributee of an Eligible Rollover Distribution from the Custodial Account elects to have the distribution paid directly to an Eligible Retirement Plan specified by the Distributee, the distribution will be paid to that Eligible Retirement Plan in a direct rollover by the Custodian.

Automatic Rollovers for Certain Distributions under Code Section 401(a)(31). If permitted by the Plan, if the total vested balance of the Account Owner under the Plan (as determined by the Employer and subject to the terms of the Plan) does not exceed the maximum amount that can be distributed without the Participant's consent under Code section 411(a)(11)(A) or such a lower amount as described in the Plan, assets held in the Account may be distributed in the form of a lump sum in cash or a direct rollover to an individual retirement account pursuant to Code section 401(a)(31).

Transfers to 403(b)(7) Custodial Accounts. With the Custodian's consent, amounts held in the Account may be transferred to a Group Custodial Account for the benefit of the Account Owner as described in section 17. All or a portion of a Participant's Account may be transferred to an Account established for the benefit of the Beneficiary/ies of the Account Owner pursuant to the Custodian's reasonable procedures.

In-Plan Roth Conversions. The Custodian may transfer pre-tax amounts to a separate subaccount as designated Roth contributions in an in-plan Roth conversion if permitted by the Plan.

Transfers Under the Plan. If permitted by the Plan, all or a portion of the Account may be transferred to: (1) another retirement plan to the extent permitted by applicable law in a "plan-to-plan" transfer, provided that the transfer otherwise satisfies the requirements of the regulations under Code section 403(b) and, if applicable, Code section 414(z); (2) a qualified defined benefit plan that is a governmental plan as defined in Code section 414(d), provided that the transfer otherwise satisfies the requirements of the regulations under Code section 403(b); (3) an insurance company to purchase a qualified plan distribution annuity contract as defined in Code section 401(a)(38) (B)(iv) or a qualified longevity annuity contract as described in the regulations under Code section 401(a)(9); (4) an insurance company to pay for qualified health insurance premiums as described in Code section 402(l); or (5) to such other recipients as permitted by the Plan and applicable law and described in the Service Agreement.

Contract Exchanges. If permitted by the Plan, all or a portion of the Account may be exchanged for another section 403(b) contract of the Account Owner, provided such contract exchange is consistent with the terms of the Plan and the Service Agreement and the contract exchange otherwise satisfies the requirements of Treas. Reg. sec. 1.403(b)-10 and the Custodian's reasonable procedures.

8. Required Minimum Distributions

In General. As required by Code section 403(b)(10), distributions from the Account must comply with Code section 401(a)(9) and the regulations thereunder which are incorporated herein by reference. If the Account is part of a governmental plan within the meaning of Code section 414(d), distributions will comply with a reasonable and good faith interpretation of Code section 401(a)(9). It is the Account Owner's sole responsibility to ensure that the requirements of Code section 401(a)(9) are satisfied based on the Account Owner's identity as a Participant or Beneficiary after the Participant's death.

Required Beginning Date. Except as otherwise provided herein, the Participant's entire interest in the Account must be, or begin to be, distributed not later than the Participant's required beginning date, which is April 1 of the calendar year following the calendar year in which occurs the later of (1) the Participant's retirement from employment or (2) the Participant's attainment of the "applicable age" set forth in the chart below or as required by Code section 401(a)(9) from time to time.

Date of Birth	Applicable Age
Before July 1, 1949	70½
On or after July 1, 1949 and before January 1, 1951	72
On or after January 1, 1951 and before January 1, 1960	73
On or after January 1, 1960	75

The Participant may elect In Good Order to have the balance in the Account distributed in (1) a single sum or (2) payments over a period not longer than the life of the Participant or the joint lives of the Participant and his or her designated Beneficiary.

Distributions Upon a Participant's Death. If a Participant dies before his or her entire interest in the Account is distributed, the remaining

interest will be distributed to the Participant's Beneficiary as described in this subsection entitled "Distributions Upon a Participant's Death" based on the Participant's date of death.

Death Generally Before 2020. If a Participant dies on or before December 31, 2019 (or, in the case of a governmental plan within the meaning of Code section 414(d), on or before December 31, 2021; or, in the case of a plan maintained pursuant to one or more collective bargaining agreements ratified prior to December 27, 2019, the date described in section 401(b)(2) of the SECURE Act of 2019, as determined by the Employer and communicated to the Custodian) and before the Participant's entire interest in the Account is distributed, the remaining interest will be distributed as described in (a) or (b):

(a) If the Participant dies on or after the required beginning date and distributions required by Code section 401(a)(9) have begun, then

(1) if the designated beneficiary is the Participant's surviving Spouse, the remaining interest will be distributed over the surviving Spouse's life expectancy as determined each year until such Spouse's death, or over the period in paragraph (a)(3) below if longer. Any interest remaining after the Spouse's death will be distributed over such Spouse's remaining life expectancy as determined in the year of the Spouse's death and reduced by 1 for each subsequent year, or, if distributions are being made over the period in paragraph (a)(3) below, over such period;

(2) if the designated beneficiary is not the Participant's surviving Spouse, the remaining interest will be distributed over the designated beneficiary's remaining life expectancy as determined in the year following the death of the Participant and reduced by 1 for each subsequent year, or over the period in paragraph (a)(3) below if longer; or

(3) if there is no designated beneficiary, the remaining interest will be distributed over the remaining life expectancy of the Participant as determined in the year of the Participant's death and reduced by 1 for each subsequent year.

(b) If the Participant dies before the required beginning date, the remaining interest will be distributed in accordance with paragraph (b)(1) below or, if elected or there is no designated Beneficiary, in accordance with paragraph (b)(2) below.

(1) The remaining interest will be distributed in accordance with paragraphs (a)(1) and (a)(2) above (but not over the period in paragraph (a)(3) above, even if longer), starting by the end of the calendar year following the year of the Participant's death. If, however, the designated Beneficiary is the Participant's surviving Spouse, then this distribution is not required to begin before the end of the calendar year in which the Participant would have reached the applicable age. But in such case, if the Participant's surviving Spouse dies before the distributions are required to begin, then the remaining interest will be distributed in accordance with paragraph (a)(2) above (but not over the period in paragraph (a)(3) above, even if longer), over such Spouse's designated Beneficiary's life expectancy, or in accordance with subsection (b)(2) below if there is no such designated Beneficiary.

(2) The remaining interest will be distributed by the end of the calendar year containing the fifth anniversary of the Participant's death.

Death Generally After 2019. If a Participant dies after December 31, 2019 (or, in the case of a governmental plan within the meaning of Code section 414(d), after December 31, 2021; or, in the case of a plan maintained pursuant to one or more collective bargaining agreements ratified prior to December 27, 2019, the date described in section 401(b)(2) of the SECURE Act of 2019, as determined by the Employer and communicated to the Custodian) and before the Participant's entire interest in the Account is distributed, the Participant's remaining interest will be distributed as described in (1) or (2):

(1) if the Participant's designated Beneficiary is an Eligible Designated Beneficiary, the remaining interest will be distributed over such Eligible Designated Beneficiary's remaining life expectancy as determined in the year following the death of the Participant and

reduced by 1 for each subsequent year. If the designated Beneficiary of a Participant who died prior to January 1, 2020, dies after December 31, 2019, any remaining benefits must be distributed by the end of the tenth year following the year of such designated Beneficiary's death.

(2) if the Participant's designated Beneficiary is not an Eligible Designated Beneficiary or if the Participant does not have a designated Beneficiary, the remaining interest must be distributed by the end of the tenth calendar year following the calendar year of the Participant's death.

The Beneficiary or Employer will be solely responsible for identifying whether a Beneficiary is an Eligible Designated Beneficiary and ensuring that the remaining interest in the Participant's Account is distributed by the applicable deadline under Code section 401(a)(9).

Designated Roth Accounts. This section 8 shall not apply to any amounts held in a designated Roth subaccount for taxable years beginning after December 31, 2023 (other than required distributions with respect to years beginning before January 1, 2024, but are permitted to be paid on or after such date) to the extent permitted by Code section 402A(d)(5).

Surviving Spouse. Effective for calendar years beginning after December 31, 2023, if the Account Owner is the Beneficiary and surviving Spouse of a Participant, the Spousal Account Owner may elect treatment under Code section 401(a)(9)(B)(iv), as permitted under the applicable regulations.

Special Rules for Benefits Accruing Before January 1, 1987. The distribution rules provided in Code section 401(a)(9) generally do not apply to the undistributed portion of the Account valued as of December 31, 1986, exclusive of subsequent earnings (pre-'87 Account balance) as described in Treas. Reg. sec. 1.403(b)-6(e)(6). The Participant must withdraw the pre-'87 Account balance in accordance with the incidental benefit requirement of Treas. Reg. sec. 1.401-1(b)(1)(i).

Application to Multiple Contracts. The Account Owner must determine the required minimum distribution for the Account but may request the distribution from another section 403(b) contract of the Account Owner pursuant to the aggregation rules described in Treas. Reg. sec. 1.403(b)-6(e)(7) and applicable law. The Account Owner may elect to offset the amount required to be distributed with the annuity payments received by the Account Owner to the extent permitted by the Plan and applicable law.

Waiver of 2020 Required Minimum Distributions. The requirements of this section 8 did not apply for calendar year 2020, in accordance with Code section 401(a)(9)(l).

Excise Tax. The Account Owner is solely responsible for determining and paying any excise tax imposed under Code section 4974 due to a failure to take required minimum distributions from the Account.

9. Loans

In General. Loans to the Account Owner will be available from the Account if permitted by the Plan and as described in the Service Agreement. Loans will be made as soon as reasonably practicable following receipt of the loan request In Good Order. Loan repayments must be made pursuant to the Custodian's reasonable procedures. The terms of existing loans may be modified to the extent permitted by applicable law.

Limitations. Loans from the Account will be treated as having been received as a distribution in accordance with Code section 72(p)(1), except to the extent that the loan satisfies Code section 72(p)(2) (relating to loans that do not exceed a maximum amount and that are repayable in accordance with certain terms) and Treas. Reg. sec. 1.72(p)-1 or as otherwise permitted by applicable law. A plan loan offset will be treated as a distribution hereunder. If the Plan is governed by ERISA, no loans will be made that would violate ERISA's prohibited transaction rules.

10. Designation of Beneficiary

An Account Owner may designate one or more Beneficiaries for the assets in the Account as described in this section 10, subject to the terms of the Plan and Service Agreement if applicable.

Designation by Participant. A Participant may designate one or more primary and contingent Beneficiaries at any time, and any such designation may be changed or revoked at any time, by a designation form executed by the Participant In Good Order and on record with the Custodian, provided, however, that such designation, change, or revocation of a prior designation will not be effective unless it is received and accepted by the Custodian as In Good Order no later than 30 days after the death of the Participant (except as determined by applicable law or directed by the Employer) and provided further that such designation, change, or revocation will not be effective as to any assets distributed or transferred out of the Account prior to the Custodian's receipt and acceptance of such designation, change, or revocation. The most recent In Good Order designation, change, or revocation of Beneficiary on file with the Custodian will control with respect to the Account, except as determined by applicable law or directed by the Employer. If the Account is part of a Plan that is subject to ERISA section 205 or if required by the Plan, a married Participant may be required to obtain spousal consent to a Beneficiary designation if the Participant's spouse is not designated as the primary Beneficiary for at least half of the Participant's Account.

The Custodian may distribute or transfer any portion of the Account to the Beneficiary/ies or an Account set up for the Beneficiary/ies immediately following the death of the Participant under the provisions of the Beneficiary designation then on file with the Custodian, and such distribution or transfer will discharge the Custodian from any and all claims as to the portion of the Account so distributed or transferred.

If the Account is part of a Plan, the Custodian will follow the Employer's Direction regarding the Beneficiary hierarchy set forth in the Plan. In the absence of such Direction, if the Participant had not by the date of death designated a Beneficiary In Good Order or if no designated primary or contingent Beneficiary has survived the Participant, the Participant's Beneficiary will be his or her surviving Spouse, but if he or she has no surviving Spouse, the Participant's Beneficiary will be his or her estate. If the Participant designates more than one primary and/or contingent Beneficiary but does not specify the percentages to which each Beneficiary is entitled, payment will be made to the surviving primary or contingent Beneficiary/ies as applicable, in equal shares. Unless otherwise designated by the Participant In Good Order, if a primary or contingent Beneficiary designated by the Account Owner predeceases the Account Owner, the Shares and Other Investments to which such deceased Beneficiary would have been entitled will be divided equally among the surviving primary or contingent Beneficiary/ies, as applicable. Unless otherwise designated by the Participant In Good Order, if there are no primary Beneficiaries living at the time of the Account Owner's death, payment of the Participant's Account upon his or her death will be made to the surviving contingent Beneficiary/ies designated by the Participant. Notwithstanding any provision in this Agreement to the contrary, unless otherwise designated by the Participant In Good Order, in any designation of Beneficiary received and accepted by the Custodian, "per stirpes" will be construed as follows: If any primary or contingent Beneficiary, as applicable, does not survive the Participant but leaves surviving descendants, any share otherwise payable to such Beneficiary will instead be payable to such Beneficiary's surviving descendants by right of representation.

Designation by Beneficiary. A Beneficiary may designate one or more Beneficiaries for the assets in his or her Account, subject to the "Designation by Participant" subsection of this section 10 but substituting "Beneficiary" for "Participant." Upon death, such Beneficiary's remaining interest in the Account will be paid to the Beneficiary or Beneficiaries designated In Good Order by such Beneficiary. If no In Good Order designation has been made, distributions will be made to such Beneficiary's estate.

Reliance by Custodian. The Custodian will follow its reasonable procedures in determining the identification of the proper Beneficiary. In all cases, the Custodian will be authorized to rely on any representation of facts made by the Account Owner, the executor or administrator of the Account Owner's estate, any Beneficiary, the executor or administrator of any Beneficiary's estate, the Employer, or any other person deemed appropriate by the Custodian in determining the identity of unnamed Beneficiaries. If the Account is part of a Plan, the Custodian shall be fully protected in relying on the Employer's Directions regarding the identification of the proper Beneficiary/ies.

Divorce. If a married Account Owner names his or her Spouse as a Beneficiary, a subsequent divorce by the Account Owner will have no effect on the Beneficiary designation unless the Employer directs the Custodian with respect to the identification of the proper Beneficiary/ies.

Judicial Determination. In the event of the Custodian's reasonable doubt and in the absence of the Employer's Direction regarding identification of the proper Beneficiary/ies, the Custodian may in its sole and absolute discretion resolve such doubt by judicial determination, which will be binding on all parties claiming any interest in the Account. In such event all court costs, legal expenses, reasonable compensation of time expended by the Custodian in the performance of its duties, and other appropriate and pertinent expenses and costs will be collected by the Custodian from the Account in accordance with section 14, unless paid by the Employer.

11. Rights and Duties of Custodian

In General. The Custodian shall perform the duties assigned to it under this Agreement. The Custodian and/or Company may also separately contract with the Account Owner, Employer, and/or Authorized Agent to provide additional services with respect to the Account or the Plan. The Custodian will exercise the following rights and duties in addition to its other responsibilities described herein: to sell, exchange, convey, transfer, or otherwise dispose of any property held in the Account, by private contract or at public auction, pursuant to its reasonable procedures; to cause securities or other property held as part of the Account to be (1) registered in the Custodian's own name, in the name of one or more of its nominees, or in the Custodian's account with the Depository Trust Company of New York, or (2) held in bearer form, but the books and records of the Custodian will at all times show that all such investments are part of the Account; to employ as many agents and counsel as are reasonably necessary for the purpose of properly performing its hereunder duties and pay their reasonable expenses and compensation as part of the Custodian's expenses hereunder; to resign, as described in section 15; and to make, execute, acknowledge, and deliver any and all documents of transfer or conveyance in order to carry out the powers herein granted.

Not a Fiduciary. When performing custodial activities as described in this Agreement (including but not limited to maintaining Available Investments and making Distributions), the Custodian is not a fiduciary of the Plan under ERISA or any state law. The Custodian will not be liable for any loss or expense arising from any act or omission of any fiduciary under the Plan or with respect to the Account.

Limited Responsibilities with Respect to Contributions. The Custodian will not be responsible for monitoring, recommending, or compelling any party to make or not make contributions to the Account on behalf of any Account Owner, nor will the Custodian have any duty to question the Directions of the Employer or contributing party regarding the designation of the type or tax status of any contribution. The Custodian will not be responsible for validating that contributions are permissible under the Plan or Code. The Custodian will be held harmless and will not be liable for any Losses the Account Owner may incur as a result of the acts, omissions, delays, or other inaction of any party relating to contributions made to the Account by the Employer (directly or through a third party such as a payroll remitter) or by any third party.

Limited Responsibilities with Respect to Investments. The Account Owner and the Custodian intend that the Custodian will have and

exercise no discretion, authority, or responsibility as to any investment in connection with the Account except as described herein. The Account Owner, Authorized Agent, Financial Representative, or Employer who directs the investment of the Account will bear sole responsibility for the suitability of any directed investment and for any adverse consequences arising from such an investment, including, without limitation, the inability of the Custodian to value or to sell an illiquid investment or the generation of unrelated business taxable income with respect to an investment. The Custodian will not have any duty to question the Directions of the Account Owner, Authorized Agent, Financial Representative, or Employer, as applicable, regarding the investment of the Account or to advise the Account Owner, Authorized Agent, Financial Representative, or Employer, as applicable, regarding the purchase, retention, or sale of assets credited to the Account or with respect to voting rights. Neither the Custodian nor any of its affiliates, successors, agents, or assigns will be liable for any tax, penalty, or Loss that results from the Account Owner's, Authorized Agent's, Financial Representative's, or Employer's, as applicable, exercise of control (whether by action or inaction) over the Account, or any tax, penalty, or Loss that results from any Directions received from the Account Owner, Authorized Agent, Financial Representative, or Employer, as applicable, with respect to assets in the Account.

Limited Responsibilities with Respect to Distributions. The Custodian is not obligated to make any distribution, rollover, transfer, or exchange from the Account (collectively, a "distribution") absent a specific In Good Order Direction to do so, and the Custodian may rely and will be fully protected in so relying upon any such Direction. The Custodian will not be required to make any distribution in excess of the net realizable value of the assets of the Account at the time of the disbursement. The Custodian will not have any duty to question the Directions as to the timing and amounts of distributions from the Account or to provide advice or information regarding the compliance of such distributions with respect to Code section 401(a)(9) or other applicable law. Notwithstanding anything to the contrary herein, the Custodian is authorized to make a distribution absent the Account Owner's, Authorized Agent's, or Employer's direction if directed to do so pursuant to a levy or court order of any kind or in the event the Custodian resigns as Custodian and the Agreement terminates. In each such instance, the Custodian will not incur any liability for acting in accordance with such levy or court order or with the procedures for resignation and termination of the Agreement in section 15.

Account Statements and Reports. The Custodian will keep accurate and detailed accounts of all contributions, investments, distributions, and other transactions hereunder, and deliver or make available this information to the Account Owner not less frequently than as of each Reporting Date. If the Account is part of a Plan, such information will be made available to the Employer. Upon the expiration of 6 months from each Reporting Date, the Custodian will have no liability or further accountability with respect to the propriety of its acts or transactions shown in such account statement, except with respect to such acts or transactions as to which a written objection will have been filed with Custodian within such 6-month period.

Tax Reporting. Distributions from the Account will be reported to the recipient and governmental agencies to the extent required by applicable law. Unless the recipient of a tax reporting document sends the Custodian a written objection to a report within 90 days of receipt, such recipient will be deemed to have approved of such report, and the Custodian and the Company, and their officers, employees, and affiliates will be forever released and discharged from all liability and accountability with respect to their acts, transactions, duties, and responsibilities as shown on or reflected by such report(s).

Judicial Settlement of Accounts. The Custodian may seek a judicial settlement of the Account. In any such proceedings, the only necessary party thereto in addition to the Custodian will be the Account Owner, but the Employer may participate in such proceedings. Notwithstanding anything to the contrary herein, in the event of reasonable doubt respecting the proper course of action to be taken, the Custodian may in its sole and absolute discretion resolve

such doubt by judicial determination that will be binding on all parties claiming any interest in the Account.

The Custodian will (1) settle, compromise, or submit to arbitration any claims, debts, or damages arising from the Account; (2) commence or defend and represent the Account in suits or legal or administrative proceedings; and (3) pay all reasonable expenses arising from (1) and/or (2) from the Account if not paid by the Employer.

12. Directions, Notices, and Communications

In General. All Directions required to be given by the Account Owner, Authorized Agent, or Employer to the Custodian must be mailed, delivered, or provided to the Custodian at its designated mailing address, including an electronic address if authorized by the Custodian, as specified (1) on the Account Application or Account statement in the case of the Account Owner or Authorized Agent, (2) in the Service Agreement in the case of the Employer, or (3) as otherwise specified by the Custodian, and no such Direction will be effective until the Custodian's actual receipt thereof. All notices, or communications required to be given by the Custodian to the Account Owner, Authorized Agent, or Employer will be deemed to have been given when delivered or provided to the last known address, including an electronic address, of the Account Owner, Authorized Agent, or Employer, respectively, in the records of the Custodian.

Identity. The Custodian will be fully protected in relying on the fact that the Account Owner, Authorized Agent, or Employer is the individual or entity identified as such to the Custodian In Good Order.

Reliance. The Custodian will be entitled to rely conclusively upon and will be fully protected in any action or nonaction taken in good faith in reliance upon any Directions which are In Good Order and believed to have been genuine and properly executed by the Account Owner, Authorized Agent, or Employer, as applicable. Any such Directions may be proven by original copy or reproduced copy thereof, including, without limitation, a copy produced by photocopying, facsimile transmission, electronic record, or electronic imaging. The Custodian may (but is not required to) give the same effect to a telephonic Direction or a Direction received through electronic commerce as it gives to a written Direction, and the Custodian's action in doing so will be protected to the same extent as if such telephonic or electronic commerce Directions were, in fact, a written Direction. Any Direction may be proven by audio recorded tape, data file, electronic record, or other means maintained by the Custodian or the Company.

Incomplete or Unclear Directions. If the Custodian receives Directions or information relating to the Account which are, in the opinion of the Custodian, incomplete, not clear, or otherwise not In Good Order to constitute a Direction, or if the Custodian determines on the basis of evidence satisfactory to it that the Account Owner is legally incompetent, the Custodian may request Directions or information about the Account from the Account Owner, Authorized Agent, or Employer, as appropriate. In the absence of In Good Order Directions, the Custodian will make such determinations with respect to distributions, investments, and other administrative matters arising under this Agreement as it considers reasonable and consistent with the terms hereof. Any determinations so made will be binding on all persons having or claiming any interest under the Account, and the Custodian will not incur any obligation or liability for any such determination made in good faith, for any action or inaction taken in pursuance thereof, or for any fluctuations in the value of the Account in the event of a delay resulting from the Custodian's good faith decision to await In Good Order Directions.

13. Limitations on Liability and Indemnification

To the fullest extent permitted by law, the Account Owner and/or Employer will at all times fully indemnify and hold harmless the Custodian, the Company, and their agents, affiliates, successors, and assigns, and their officers, directors, and employees, from any and all Losses and liability arising from actions taken by the Custodian and/or Company in reliance on the Account Owner's, Authorized Agent's, or

Employer's In Good Order Direction as applicable in connection with this Agreement, except liability arising from gross negligence or willful misconduct on the part of the indemnified person. The Custodian will not have any responsibility or liability for the actions or inactions of any successor or predecessor custodian of this Account. In no event will the Custodian be liable to any other party for any indirect, special, consequential, or punitive damages, including, but not limited to, loss of business or loss of profits, regardless of the form of action, which may arise from the performance, nonperformance, default, or other breach of this Agreement.

14. Fees and Expenses

In General. The Custodian's reasonable fees and other expenses of maintaining and/or terminating the Account (including but not limited to attorneys' fees and disbursements) will be a charge against and paid from the Account (directly or through reimbursement of the Custodian) unless paid by the Employer. If the Account is part of a Plan, the Employer may direct the Company to deduct Plan-related fees and other expenses from the Account. The Custodian or Company may be directly or indirectly compensated in connection with services performed under this Agreement by payments made by third parties. The list of fees and expenses applicable to the Account is available from the Custodian or the Employer and is subject to change at any time.

Fees Payable to Financial Representatives. The Custodian may make payments from the Account to a Financial Representative for financial services rendered with regard to the assets held in the Account pursuant to In Good Order Direction from the Account Owner or Employer, in which the Account Owner or Employer, as applicable, has appointed the Financial Representative as his or her agent to direct the Custodian to disburse such fees. The Custodian and Company shall have no responsibility for determining whether any payments made to a Financial Representative are reasonable or appropriate. The Custodian will not monitor the amount and/or timing of such disbursements, and the Custodian will not incur any liability for the payment of any fees to the Financial Representative from assets in the Account. The Custodian will be entitled to rely conclusively upon and will be fully protected in any action or nonaction taken in good faith reliance upon any fee disbursement Direction received In Good Order from a Financial Representative.

Sale of Assets. Whenever necessary in accordance with this section 14 to sell assets in order to pay fees or expenses, the Custodian may sell any or all of the assets credited to the Account at that time and will invest the portion of the sales proceeds remaining after collection of the applicable fees and expenses therefrom in accordance with section 5. The Custodian will not incur any liability on account of its sale or retention of assets under such circumstances.

15. Duration, Amendments, Resignation, and Termination of the Agreement

Duration. This Agreement will continue in effect without limit as to time, subject to the provisions of this section 15. The Account will terminate when all assets have been distributed or transferred from the Account.

Amendments. The Custodian may amend this Agreement in any respect at any time (including retroactively) (1) so that the Agreement is consistent with the applicable provisions of the Code or other applicable law or (2) to make such other changes as the Custodian deems advisable in its sole discretion. The Custodian will use its reasonable best efforts to deliver a copy of such amendments to the Account Owner and Employer (if the Account is part of a Plan) at his or her last known address (including an electronic address) as shown in its records. The Account Owner will be deemed to consent to any such amendments unless he or she objects thereto by requesting an In Good Order distribution or contract exchange within 30 calendar days to terminate this Account, subject to the terms of the Plan. Notwithstanding the foregoing, no amendment to the Agreement will be effective if it would (1) cause or permit any part of the Account

to be used for, or diverted to, any purpose other than the exclusive benefit of the Account Owner, except with regard to payment of fees from the Account or (2) result in a reduction in the nonforfeitable percentage of the Account Owner's interest in the Account, unless such amendment is necessary to conform the Agreement to the conditions of any applicable law, governmental regulation, or ruling.

Resignation. The Custodian may resign at any time upon at least 30 days' notice to the Account Owner. The Agreement will terminate as described below upon the effective date of the Custodian's resignation. If the Account is part of a Plan, the Custodian will also notify the Employer, which will promptly appoint a successor custodian. In the absence of the Employer's appointment of a successor custodian, the Custodian may, but is not required to, appoint a successor custodian, provided that any successor custodian will satisfy the requirements of the Code. After such successor's acceptance of appointment, the Custodian will transfer the assets of the Account to such successor custodian, provided, however, that the Custodian is authorized to reserve such sum of money or property as it may deem advisable for payment of any liabilities constituting a charge on or against the assets of the Account or on or against the Custodian or the Company. If no successor custodian is appointed by the Custodian, the Agreement will be terminated and the assets of the Account, reduced by the amount of any unpaid fees or expenses, will be distributed as described below.

Termination. The Custodian may terminate the Agreement at any time by resigning as described above. The Employer may not terminate the Agreement on behalf of the Account Owner, except as described in section 17. Upon termination of the Agreement, the Custodian will transfer Account assets to the successor custodian or Group Custodial Account as described in section 17. If there is no successor custodian, the Custodian may, in order to distribute the assets from the Account and terminate the Agreement, (1) bring an appropriate action or proceeding for leave to deposit the assets of the Account with a court of competent jurisdiction; (2) roll the assets of the Account over to an individual retirement account for the Account Owner's benefit; (3) escheat the Account; or (4) otherwise dispose of the Account as permitted by the Plan or applicable law. The Account Owner's and Custodian's respective rights, obligations, and protections that by their nature would continue beyond the termination of this Agreement will survive the termination of this Agreement, including but not limited to the Governing Law provision.

16. Status of the 403(b) Plan

Plan Status. The Employer is solely responsible for ensuring that the Plan meets the requirements of Code section 403(b) and related regulations while this Account holds assets of the Plan. If the Employer communicates in writing to the Custodian that this Agreement is part of its Plan, this Agreement will be considered a part of the Plan and incorporated by reference therein. Notwithstanding any allegation to the contrary, the Custodian is not a party to the Plan and has no responsibility to apply or administer the terms of the Plan. The responsibilities of the Custodian with respect to the Plan are limited to the terms of this Agreement. The Employer is solely responsible for ensuring that the Custodian's treatment of the Account hereunder and services performed by the Custodian and Company are consistent with the terms of the Plan.

Hierarchy of Terms. If the Account is part of a Plan, the treatment of the Account is subject to the terms of the Plan and Service Agreement. In the event of any conflict between the terms of the Plan and the terms of this Agreement, the terms of the Plan will control except (a) to the extent that the Plan provisions would terminate this Agreement without the Account Owner's consent, (b) if the Custodian's rights and obligations under this Agreement would be modified without its prior written consent, and (c) with respect to sections 5 (Investments), 11 (Rights and Duties of Custodian), 12 (Instructions, Notices, and Communication), 13 (Limitations on Liability and Indemnification), 14 (Fees and Expenses), 15 (Duration, Amendments, Resignation, and Termination), 16 (Status of the 403(b) Plan), 17 (Conversion to a Group

Custodial Account), 20 (Personal Information), and the Governing Law provision of this Agreement.

Plan Termination. In the event of the termination of the Plan by the Employer, the Custodian may but is not obligated to resign as of a date agreed upon with the Employer. Plan termination will not impose additional administrative responsibilities or burdens upon the Custodian without its prior written consent. The Custodian reserves the right, in the event of Plan termination, to distribute the Account in-kind to the Account Owner, following which the distributed Account will be maintained by the Custodian as a Code section 403(b)(7) Account which adheres to the requirements of Code section 403(b) as required by applicable law until all assets in the Account are distributed.

Plan or Account Failure. Notwithstanding anything herein to the contrary, the Custodian reserves the right, in its sole discretion, to resign (including a retroactive resignation) as Custodian and terminate the Account on or after the date on which the Plan fails to constitute a Code section 403(b) "plan" as defined in sec. 1.403(b)-3(b)(3) and/or the Account fails to constitute an "Account" as defined in Code section 403(b)(7).

17. Conversion to a Group Custodial Account Agreement

Account Conversion. If the Account is part of a Plan, the Custodian may, in its sole discretion, agree to an amendment and restatement of this Agreement (and similar Agreements under the Plan) into a Group Custodial Account Agreement (the "Conversion") between the Custodian and the Employer. The effective date of such Conversion will be agreed upon by the Employer and the Custodian (the "GCA Effective Date"), at which time this Agreement will terminate in its present form and assets in the Account will be deemed transferred into a Group Custodial Account held by the Custodian under the Plan. The Account Owner will be notified of such Conversion. The Conversion will not reduce the Account Owner's nonforfeitable percentage interest in the Account.

Continuing Provisions. Notwithstanding the foregoing, the Employer and the Custodian may agree that certain aspects of the Agreement and Account will remain in effect under the Group Custodial Account Agreement unless and until changed to In Good Order. Such aspects may include but are not limited to, (1) contribution types and sources; (2) the Account Owner's Personal Information; (3) Directions regarding investments; (4) any salary reduction agreement or automatic enrollment arrangement between the Participant and the Employer or suspension of contributions by the Participant; (5) any QDRO (or Account freeze, pending qualification of a domestic relations order); (6) any Beneficiary designations; (7) any prior Directions regarding payment of benefits (including installment payments); (8) hardship distribution history; (9) the existing loan balance and loan history; and (10) any other aspects required for proper recordkeeping of the Plan.

18. Delegation to Agents

The Custodian may delegate to the Company or other third parties recordkeeping and other ministerial services in connection with the Account. The Account Owner or Employer may delegate any or all of the Account Owner's or Employer's, as applicable, powers and duties hereunder to an Authorized Agent pursuant to procedures established by the Custodian.

19. Appointment of Financial Representative

The Account Owner or Employer may appoint a Financial Representative pursuant to procedures established by the Custodian to act as an Authorized Agent to (1) provide such investment Directions with respect to Investment Company Shares or Other Investments as the Account Owner may give under the terms of the Agreement, including the execution of purchase and sale orders; (2) access the Account and perform certain non-monetary transactions on the Account Owner's or Employer's behalf, as applicable; (3) perform other duties and responsibilities on behalf of the Account Owner or Employer,

as applicable; and/or (4) deduct advisory fees from the Account as described in section 14. The Custodian is hereby authorized to accept Directions of the Account Owner or Employer, as applicable through the appointed Financial Representative. The Custodian will have no duty to question the authority of any such Financial Representative. The Custodian is entitled to assume without further inquiry that any Directions executed by or through the appointed Financial Representative originate from the Account Owner or Employer, as applicable.

20. Personal Information

Personal Information and information about the Account will be collected, used, and shared by the Custodian in accordance with the Fidelity Investments and Fidelity Funds Privacy Notice and as directed In Good Order by the Account Owner. If the Account is part of a Plan, the Employer may request and receive information about the Account and direct the Custodian to share information about the Account as required to satisfy Treas. Reg. sec. 1.403(b)-10(b)(2)(i) and for other purposes.

21. Additional Provisions

Severability. Each term and provision of this Agreement will be valid and enforceable to the fullest extent permitted by law. If any term or provision of this Agreement or the application thereof to any person or circumstances will, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable will not be affected thereby.

Force Majeure. The Custodian will not be deemed in default of this Agreement to the extent that any delay or failure in performance of its obligation(s) results from any cause beyond its reasonable control, including but not limited to as acts of God, acts of civil or military authority, acts of terrorism, whether actual or threatened, quarantines, embargoes, epidemics, pandemics, war, riots, insurrections, fires, explosions, earthquakes, floods, unusually severe weather conditions, power outages, or strikes.

Whereabouts of Account Owner or Beneficiary. The Custodian does not assume and will not have any responsibility for determining the whereabouts of any Account Owner or Beneficiary who may be entitled to benefits under the Agreement. The Account Owner will at all times be responsible for instructing the Custodian in writing as to their current address and contact information and maintaining accurate and updated Beneficiary information on file with the Custodian. The Custodian may also rely on information about the Account Owner or Beneficiary provided by the Employer or Authorized Agent.

Governing Law. This Agreement, and the duties and obligations of the Company and the Custodian under this Agreement, will be construed, administered, and enforced according to the laws of the Commonwealth of Massachusetts (without regard to its conflicts-of-laws or choice-of-law provisions), except as superseded by federal law.

Fidelity Management Trust Company
Fidelity Investments Institutional Operations Company LLC
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**FACTS**

What do Fidelity Investments and the Fidelity Funds do with your personal information?

WHY?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

WHAT?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and employment information
- assets and income
- account balances and transaction history

When you are *no longer* our customer, we continue to share your information as described in this notice.

HOW?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information, the reasons Fidelity Investments and the Fidelity Funds (hereinafter referred to as "Fidelity") choose to share, and whether you can limit this sharing.

REASONS WE CAN SHARE YOUR PERSONAL INFORMATION	DOES FIDELITY SHARE?	CAN YOU LIMIT THIS SHARING?
For our everyday business purposes — such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	No	We don't share
For nonaffiliates to market to you	No	We don't share

QUESTIONS?

Call 800.343.3548. If we serve you through an investment professional, please contact them directly. Specific Internet addresses, mailing addresses, and telephone numbers are listed on your statements and other correspondence.

WHO WE ARE	
Who is providing this notice?	Companies owned by Fidelity Investments and using the Fidelity name to provide financial services to customers, and the Fidelity Funds. A list of companies is located at the end of this notice.
WHAT WE DO	
How does Fidelity protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Fidelity collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> ■ open an account or direct us to buy/sell your securities ■ provide account information or give us your contact information ■ tell us about your investment portfolio <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> ■ sharing for affiliates' everyday business purposes— information about your creditworthiness ■ affiliates from using certain information to market to you ■ sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing.</p>
DEFINITIONS	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> ■ Fidelity Investments affiliates include companies with the Fidelity name (excluding the Fidelity Funds), as listed below, and other financial companies such as National Financial Services LLC, Strategic Advisers LLC, and FIAM LLC.
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> ■ Fidelity does not share with nonaffiliates so they can market to you.
Joint marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> ■ Fidelity doesn't jointly market.
OTHER IMPORTANT INFORMATION	
<p>If you transact business through Fidelity Investments life insurance companies, we may validate and obtain information about you from an insurance support organization. The insurance support organization may further share your information with other insurers, as permitted by law. We may share medical information about you to learn if you qualify for coverage, to process claims, to prevent fraud, or otherwise at your direction, as permitted by law. You are entitled to receive, upon written request, a record of any disclosures of your medical record information. Please refer to your statements and other correspondence for mailing addresses.</p> <p>If you establish an account in connection with your employer, your employer may request and receive certain information relevant to the administration of employee accounts.</p> <p>If you interact with Fidelity Investments directly as an individual investor (including joint account holders), we may exchange certain information about you with Fidelity Investments financial services affiliates, such as our brokerage and insurance companies, for their use in marketing products and services, as allowable by law. Information collected from investment professionals' customers is not shared with Fidelity Investments affiliates for marketing purposes, except with your consent and as allowed by law.</p> <p>The Fidelity Funds have entered into a number of arrangements with Fidelity Investments companies to provide for investment management, distribution, and servicing of the Funds. The Fidelity Funds do not share personal information about you with other entities for any reason, except for everyday business purposes in order to service your account.</p> <p>For additional information, please visit Fidelity.com/privacy.</p>	
WHO IS PROVIDING THIS NOTICE?	
<p>Empire Fidelity Investments Life Insurance Company®; FIAM LLC; Fidelity Brokerage Services LLC; Fidelity Distributors Company LLC; Fidelity Diversifying Solutions LLC; Fidelity Funds, which include funds advised by Strategic Advisers LLC and Fidelity Diversifying Solutions LLC; Fidelity Health Insurance Services, LLC; Fidelity Institutional Wealth Adviser LLC; Fidelity Insurance Agency, Inc.; Fidelity Investments Institutional Operations Company LLC; Fidelity Investments Life Insurance Company; Fidelity Management Trust Company; Fidelity Personal and Workplace Advisors LLC; Fidelity Personal Trust Company, FSB; Fidelity Wealth Technologies LLC; National Financial Services LLC and Strategic Advisers LLC.</p>	

