

Durable Power of Attorney—Requirements

All states except New York

Important to Know

- This is a very important legal document. It gives another person control over your accounts listed in Section 2 and direct access to your money. The person will have the power to buy, sell, transfer, and dispose of any assets in the accounts you identify here, including assets you may acquire in the future. **Review it carefully with a trusted legal professional before you sign it.**
- Please note: ALL information and signatures must be provided at the time this form is submitted, or we may be unable to process your request. Please review the checklist below to ensure that all requirements are met.

Important Requirements to Note:

- All applicable sections are completed in their entirety.
- The Attorney-in-Fact has initialed in Section 6 to confirm that he or she will not be paid for the investment management of the account(s).** To establish a Registered Investment Advisor relationship, please contact Fidelity Institutional Wealth Services at 800-735-3756.
- The account owner has signed and dated this form within 90 days of receipt by Fidelity in the presence of two separate witnesses and a notary public. Note: The Attorney-in-Fact cannot also act in the capacity of a witness.
- The Attorney-in-Fact's signature has also been notarized within 90 days of receipt by Fidelity.
- For residents of CA, ME, MI, or PA: The additional notices at the end of this form have been reviewed and, if required, completed by the account owner and/or Attorney-in-Fact.
- The account owner has reviewed the laws of his or her state for any additional requirements.
- For trust accounts: The account owner has initialed in Section 3, Optional Powers, to indicate that he or she is delegating all fiduciary powers in connection with a trust.**
- For Fidelity Retirement Plan (Keogh) accounts: Both the plan participant and Plan Administrator have signed this form. **Note:** Only a plan participant can add an Attorney-in-Fact. Do NOT use this form to add an Attorney-in-Fact for the Plan Administrator. Instead, contact a Fidelity representative for more information.

Durable Power of Attorney All states except New York

Use this form to grant or modify the power of a third party (your agent or "Attorney-in-Fact") to act on your behalf on one or more Fidelity accounts. NY residents must use the NY Durable Power of Attorney form. Do NOT use this form for any custodial, business, defined benefit, investment-only (also known as non-prototype), or fiduciary accounts, ABLÉ accounts that have a Person with Signature Authority (PSA), or workplace retirement plans, such as a 401(k). Type on screen or print out and fill in using CAPITAL letters and black ink. If you need more room for information or signatures, make a copy of the relevant page.

Helpful to Know

- In Sections 1–5 and 8 of this form, "You," "you," and "your" refer to the account owner. In Sections 6 and 7 of this form, "You," "you," and "your" refer to the Attorney-in-Fact. In Section 9, "you" refers to the Fidelity Retirement Plan Administrator or Employer, if applicable.
- Your Attorney-in-Fact (the person to whom you grant power of attorney) may have the right to take reasonable payment from your account for his or her services.
- This is a durable power of attorney (POA), meaning it remains in effect regardless of your physical or mental health — even if you become incompetent and can no longer make your own decisions or manage your own affairs. From the moment you sign this form, your Attorney-in-Fact will have the powers granted by this form until we receive written notice revoking those powers.
- You have the right to modify or revoke this POA. To do so, submit a new POA form or a letter of instruction (LOI). Should you be declared incompetent, you lose the option of modifying or revoking this POA.
- You must complete Sections 1–5 and 8 yourself, your Attorney-in-Fact must complete Sections 6 and 7, and your Fidelity Retirement Plan Administrator (if applicable) must complete Section 9.

- This form appoints an Attorney-in-Fact for one person. Joint account owners or other individuals must complete a separate form.
- For 529 plans, references to Principal shall mean Participant.
- For ABLÉ accounts, references to Principal shall mean the Designated Beneficiary/Eligible Individual.
- If the existing account(s) have options or checkwriting, new forms must be completed to maintain the features on the account(s). Visit Fidelity.com/forms to obtain the necessary forms.
- Important to Note:** Once your Attorney-in-Fact is added, there will be a 30-day restriction on making withdrawals that total more than \$10,000 from the account, but exceptions can be made in certain situations. Please contact a Fidelity representative for more information.

ABLE Accounts

- ABLE accounts that have a PSA cannot add an Attorney-in-Fact. If there is NOT a PSA, the Designated Beneficiary can add an Attorney-in-Fact. Do not use this form to add or change a PSA; instead, go to Fidelity.com/forms to download the ABLÉ Account — PSA Maintenance form.

1. Account Owner

This phone number may be used if we have questions, but will not be used to update your account information.

| | | |
|---------------------------------------|---------------|--|
| Name | | |
| | | |
| Social Security or Taxpayer ID Number | Primary Phone | |
| | | |

2. Account(s) Included

Eligible personal investing accounts include individual and joint nonretirement accounts; trust accounts; 529 plan accounts (excluding UTMA/UGMA 529); ABLÉ accounts that do not have a PSA established; traditional, Roth, rollover, SEP, SIMPLE, and inherited IRAs; Fidelity Retirement Plan (Keogh) accounts; and Health Savings Accounts (HSAs).

If you do NOT check this box, we will only list the Attorney-in-Fact on the eligible accounts listed below.

- ALL eligible personal investing accounts currently maintained at Fidelity that are either (1) owned by you, either individually or jointly, as evidenced by the fact that your Social Security number noted above is associated with the account or (2) a trust account where you serve as a trustee. In the case of a trust, by completing this form, you also warrant and represent that this appointment is consistent with the terms of the trust.

OR

ONLY these accounts: Do not list account numbers here if you checked the "ALL eligible personal investing accounts" box above.

List accounts that you want this form to apply to. To appoint a different Attorney-in-Fact for other accounts, use a copy of this form.

| | | |
|----------------|----------------|----------------|
| Account Number | Account Number | Account Number |
| | | |
| Account Number | Account Number | Account Number |
| | | |

Form continues on next page. ►►

3. Powers to be Granted

Powers granted by the account owner identified in Section 1.

Standard Powers

By completing this form, you grant all of these powers to the Attorney-in-Fact identified in Section 6.

- **Access accounts and place trades** Buy, sell, sell short, exchange, convert, tender, or otherwise acquire or dispose of all types of securities and other investments, including the right to borrow on margin and conduct options transactions to whatever extent any account is approved for these features.
- **Withdraw money** Remove assets from the accounts — by any means available for that account type and regardless of any tax consequences. Withdrawn assets may be distributed to you or to any third party, including your Attorney-in-Fact.
- **Move money among accounts** Make rollovers, Roth IRA conversions, IRA recharacterizations, or other transfers of assets within and between account(s).
- **Modify or close accounts** Modify or close any account named on this form and use your taxpayer ID to open any number or type of new accounts, including managed accounts, for your benefit. Note: For your Attorney-in-Fact to open a new account on your behalf, an updated version of this form must be provided along with the new account application.
- **Engage investment managers** Engage investment managers, delegate investment authority, and pay investment advisory fees.
- **Answer for tax matters** Make, execute, present, modify, and exercise any certification (including, without limitation, IRS Forms W-8 and W-9 and any substitutes for or successors to those forms) or election available or required under federal, state, local, or foreign tax law related to the account(s) or any accounts your Attorney-in-Fact may open, to the extent permitted by the applicable taxing authority.
- **Change addresses** Change the legal or mailing address on the accounts.
- **Write checks** Set up checkwriting and/or sign checks drawn on the accounts.
 - ▷ Requires an additional form, signed by the Attorney-in-Fact and all account owners. Visit [Fidelity.com/checkwriting](https://www.fidelity.com/checkwriting) to obtain the form(s). Not available for 529 Plans; ABLER, Fidelity Retirement Plan, or Fidelity managed accounts; or Inherited, Roth, or SIMPLE IRAs.

Optional Powers

The Attorney-in-Fact identified in Section 6 will only be granted these powers if you write your initials next to the appropriate option.

Account Owner Initials

Name others as beneficiaries Add, change, or remove beneficiaries (in accordance with specific account rules) and 529 College Savings Plan successor participants, provided that this does not grant the Attorney-in-Fact the authority to name him/herself as a beneficiary.

Account Owner Initials

Name others or self as beneficiary Add, change, or remove beneficiaries (in accordance with specific account rules) and 529 College Savings Plan successor participants, including the ability to self-appoint. ABLER accounts cannot grant this power.

REQUIRED FOR TRUST ACCOUNTS ▶

Account Owner Initials

Delegate fiduciary powers in connection with a trust Exercise the aforementioned "Standard Powers" in connection with such trust.

4. Duplicate Materials

If you would like your Attorney-in-Fact to receive copies of account statements and/or transaction confirmations, check the appropriate boxes below. If your Attorney-in-Fact is an existing Fidelity customer and his or her email address is provided, account statements and/or transaction confirmations will be sent electronically. If an email address is not provided, any duplicate materials will be sent by U.S. mail.

If the Attorney-in-Fact indicates in Section 6 that he or she is associated with a firm engaged in the securities business, Fidelity must also send copies of your account statements to that firm. **If you do not authorize Fidelity to send duplicate statements** to those parties, Fidelity will be unable to process this POA.

Indicate which materials should be sent to your Attorney-in-Fact and any securities firm with which he or she is affiliated.

- Account statements
- Transaction confirmations

Email

Form continues on next page. ▶▶



5. Remove Existing Attorneys-in-Fact

Complete this section ONLY if you want to remove one or more existing Attorney(s)-in-Fact from your account(s). If you do not want to make any changes to your existing Attorneys-in-Fact, skip to Section 6. If you are not appointing a new Attorney-in-Fact with this form, skip to Section 8, and no notary or witness is required.

- Check only one.
- Remove ALL existing Attorneys-in-Fact.
 - Remove ONLY the following Attorney(s)-in-Fact:

| |
|---------|
| Name(s) |
| |

6. Add an Attorney-in-Fact

Sections 6 and 7 must be completed by the Attorney-in-Fact. In this Section 6, "You," "you," and "your" refer to the Attorney-in-Fact. Individuals who are being paid for their investment management of the account(s) are not permitted.

Enter full first and last name as evidenced by a government-issued, unexpired document (e.g., driver's license, passport, permanent resident card).

Provide phone number(s) to be used to verify and/or authorize transactions.

INITIALS REQUIRED.

| | | |
|---------------------------------------|---|-----------------|
| First Name | Middle Name | Last Name |
| Social Security or Taxpayer ID Number | Date of Birth MM DD YYYY | |
| Primary Phone | <input type="checkbox"/> Mobile Number | Secondary Phone |
| Attorney-in-Fact Initials | <i>Initial here to confirm that you will not be paid for the investment management of the account(s).</i> | |

Residential Address (where you live) *This is your legal address used for tax reporting.*

| | | |
|----------------|-------|----------|
| Street Address | | |
| City | State | ZIP Code |

Mailing Address *This may be a PO box, drop box, or c/o location.*

- Same as residential address ▶ *Default if no other information indicated below.*

| | | |
|-----------------|-------|----------|
| Mailing Address | | |
| City | State | ZIP Code |

Citizenship

Indicate your citizenship status. ▶

- U.S. citizen
- Foreign citizen *Information in this box must be completed.*
 - Permanent U.S. resident
 - Non-permanent U.S. resident
 - Nonresident of U.S.

| | |
|--|---|
| Country of Citizenship | Country of Tax Residency <i>Only applicable to nonresidents of the U.S.</i> |
| City, State/Province, and Country of Birth | |

Check one and **attach a copy of a valid and unexpired government ID** showing number and photo. ▶

- Passport
- Employment Authorization Document
- DHS Permanent Resident Card
- Foreign National Identity Document

Add an Attorney-in-Fact continues on next page. ▶▶





Income Source Industry regulations require us to ask for this information.

Check one and provide information.

- Employed Self-employed

| | | | |
|------------------|----------------|--|---------|
| Occupation | | Employer Leave blank if self-employed. | |
| Employer Address | | | |
| City | State/Province | ZIP/Postal Code | Country |

- Retired Not employed

| |
|---|
| Source of Income Pension, investments, spouse, etc. |
|---|

Associations

As a person associated with a member firm, you are obligated to receive consent from that firm.

Fidelity has existing consent agreements with many firms for their employees to maintain accounts with Fidelity and to deliver transactional data. If your firm is not one of them, Fidelity will attempt to contact your firm's compliance office.

If you are employed by or associated with a broker-dealer, stock exchange, exchange member firm, the Financial Industry Regulatory Authority (FINRA), a municipal securities dealer, or other financial institution, or are the spouse or an immediate family member residing in the same household of someone who meets the aforementioned employment criteria, provide the company's name and address below. By providing this information and completing this form, you hereby authorize Fidelity to provide the associated person's employer with duplicate copies of confirmations and statements, or the transactions data contained therein, for your account(s) and any accounts you choose to have on a consolidated statement for purposes of their compliance review.

| | | | |
|-----------------|----------------|-----------------|---------|
| Company Name | | | |
| Company Address | | | |
| City | State/Province | ZIP/Postal Code | Country |

Affiliations

If you, your spouse, or any of your relatives (including parents, in-laws, and/or dependents, etc.), living in your home (at the same address), is a member of the board of directors, a 10% shareholder, or a policy-making officer of a publicly traded company (an "Affiliate"), you must provide the information below. If there are more than two Affiliates, make a copy of this section.

| | |
|--------------------------|-------------------------|
| Affiliate's Company Name | Trading Symbol or CUSIP |
| Affiliate's Company Name | Trading Symbol or CUSIP |

Attorney-in-Fact Signature and Date continues on next page. ▶▶



7. Attorney-in-Fact Signature and Date **Named Attorney-in-Fact must sign and date this section within 90 days of receipt by Fidelity in the presence of a notary public.**

In this Section 7, “You,” “you,” and “your” refer to the Attorney-in-Fact.

By signing below, you:

- Affirm that you have read, and that you understand and agree to be bound by, the provisions of this form as well as the terms and conditions set forth in all applicable customer agreements between the Account Owner and Fidelity (collectively, the “Agreement”), including the Fidelity Brokerage Commission and Fee Schedule, as are currently in effect and as may be amended in the future, as well as any applicable state notices.
- Affirm that you are the Attorney-in-Fact named in Section 6.
- Accept appointment as Attorney-in-Fact for the owner identified in Section 1, according to all terms and conditions described in this form.
- Agree that any information given on this Durable Power of Attorney is subject to verification. If this applies to a brokerage account, you authorize Fidelity Brokerage Services LLC, National Financial Services LLC and their agents, affiliates, assigns, control persons, employees, successor custodians, officers and directors (collectively, “Fidelity”) to act on all instructions given on this form, to obtain a credit or other financial responsibility report on yourself and upon written request, to provide the name and address of the credit reporting agency used.
- Represent and warrant that if you have not completed the section titled Associations, you are not employed by nor associated with a broker-dealer, stock exchange, exchange member firm, FINRA, a municipal securities dealer, or any other financial institution, nor are you the spouse or immediate family member residing in the same household of such a person.
- Represent and warrant that if you have not completed the section titled Affiliations, none of you, your spouse, nor any of your relatives living in your home are a control person or affiliate of a public company under SEC Rule 144.
- Affirm that the account owner is not deceased, has not partially or totally revoked, suspended, or terminated the authority delegated and that there is no petition pending to determine the incapacity of or to appoint a guardian for the account owner.
- Agree not to issue or relay any instructions that you believe to be inconsistent with your powers or responsibilities as Attorney-in-Fact.
- Agree to avoid conflicts that would impair your ability to act in the account owner’s best interest.
- Agree to keep the account owner’s property separate from any assets you own or control, unless otherwise permitted by law.
- Agree to keep a record of all receipts, payments, and transactions conducted for the account owner.
- Agree to identify yourself as Attorney-in-Fact when signing documents on behalf of the account owner, using either of these accepted forms: “[account owner name] by [your signature] as Agent,” or “[your signature] as Agent for [account owner name]”.
- In the event that more than one Attorney-in-Fact is named, represent that you are authorized to act severally or individually, and that Fidelity may follow any of your instructions independent of all other Attorneys-in-Fact, including the delivery of assets to you personally.
- Understand that in the event of any conflict between instructions given by Attorneys-in-Fact or by an account owner and an Attorney-in-Fact, Fidelity may restrict the account until it has received joint written instructions that it finds satisfactory.
- Indemnify and hold harmless Fidelity from and against any and all losses, liabilities, claims, and costs (including reasonable attorneys’ fees) resulting from transactions made in accordance with your instructions.
- Agree that Fidelity may restrict or suspend your ability to remove money from the accounts listed in Section 2.
- Affirm that the account owner executed this POA while competent to do so and was not under duress or undue influence.
- Agree to serve as Attorney-in-Fact, and acknowledge that this POA remains in full force and effect, until Fidelity has received what it considers to be satisfactory written notice of either the account owner’s death or your removal or resignation as Attorney-in-Fact. Written notice to the account owner and to any co-agent, successor agent, or the account owner’s guardian (if one has been appointed), will ordinarily constitute satisfactory notice of resignation.
- Agree to cease acting as Attorney-in-Fact if you know, or have reason to know, that your capacity to act as Attorney-in-Fact has been limited or terminated for any reason.
- Certify that you will not be paid for the investment management related to the account(s). If you are looking to establish a Registered Investment Advisor relationship, please contact Fidelity Institutional Wealth Services.
For Fidelity Retirement Plan (Keogh) Accounts, if the current Plan Administrator is being added as the Attorney-in-Fact:
- State that you are also the Plan Administrator or Employer responsible for the Plan for which authority is being requested on this form.
- Consent to your appointment as the Attorney-in-Fact identified in this form, understanding that:
 - As the Attorney-in-Fact, you will be granted only the powers described in this form, and will be authorized only to place orders that are permitted by the Plan.
 - As the Attorney-in-Fact, you are not authorized to establish a new Plan.
 - Fidelity Management Trust Company acts only as custodian or trustee for this Plan, and has no discretionary fiduciary authority or responsibility; the account owner, therefore, is solely responsible for determining the suitability of, and for accepting all consequences of all investments and actions taken on the account(s).

This durable POA shall be governed by Massachusetts law, except with respect to its conflict of laws provisions.

To help the government fight financial crimes, federal regulation requires Fidelity to obtain your name, date of birth, address, and a government-issued ID number before opening your account, and to verify the information. In certain circumstances, Fidelity may obtain and verify comparable information for any person authorized to make transactions in an account. Also, federal regulation requires Fidelity to obtain and verify the beneficial owners and control persons of legal entity customers. Requiring the disclosure of key individuals who own or control a legal entity helps law enforcement investigate and prosecute crimes. Your account may be restricted or closed if Fidelity cannot obtain and verify this information. Fidelity will not be responsible for any losses or damages (including, but not limited to, lost opportunities) that may result if your account is restricted or closed.

Attorney-in-Fact Signature and Date continues on next page. ▶▶



You acknowledge that this account and durable POA are governed by a predispute arbitration clause, which appears on the last page of the Agreement, and that you have read the predispute arbitration clause.

| | |
|-----------------------------|-----------------|
| PRINT ATTORNEY-IN-FACT NAME | |
| | |
| ATTORNEY-IN-FACT SIGNATURE | DATE MM/DD/YYYY |
| SIGN X | X |

Important Note: CA Notaries are permitted to submit a separate page notary document. If used, it must identify the document being notarized.

Notice to CA Residents: A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

Certificate of Acknowledgement of Notary Public *Must be a U.S. Notary. Foreign notary or consular seals may NOT be substituted.*

State of _____, in the County of _____, subscribed and sworn to before me by the above-named individual who is personally known to me or who has produced _____ as identification, that the foregoing statements were true and accurate and made of his/her own free act and deed, on ____/____/____.

| | |
|-------------------|-----------------|
| PRINT NOTARY NAME | |
| | |
| NOTARY SIGNATURE | DATE MM/DD/YYYY |
| SIGN X | X |

NOTARY SEAL / STAMP

My commission expires ____/____/____.

8. Account Owner Signature and Date *Account owner must sign and date this form within 90 days of receipt at Fidelity. Only if appointing a new Attorney-in-Fact: Account Owner must sign and date this section in the presence of a notary public and two witnesses.*

By signing below, you:

- Affirm that you have read, and that you understand and agree to be bound by, the provisions of this form and any applicable state notices.
- Authorize Fidelity Brokerage Services LLC, National Financial Services LLC and their agents, affiliates, assigns, control persons, employees, successor custodians, officers and directors (collectively, "Fidelity") to act on all instructions given on this form, including providing any securities firm with which your Attorney-in-Fact is affiliated with copies of any duplicate materials provided to your Attorney-in-Fact as indicated in Section 4.
- Affirm that you appoint the individual identified in Section 6 as your agent and Attorney-in-Fact, granting all powers identified in Section 3 with respect to all accounts identified in Section 2, including any powers specifically granted by you by writing your initials next to them.
- Warrant and represent that if you have delegated to your Attorney-in-Fact the authority to exercise fiduciary powers in connection with a trust in Section 3, that you are permitted as the trustee under the governing trust instrument to hire agents and delegate all authority as outlined herein.
- Ratify and confirm all instructions given by your Attorney-in-Fact to the extent permitted by this form and any applicable account agreements.
- Certify that you are the registered owner of the account(s) identified in Section 2, and that all information you provided is correct.
- Acknowledge that Fidelity has not offered you any tax or legal advice (including advice as to whether this agreement satisfies the laws of your state), and affirm that you have consulted your attorney prior to executing this form about any aspects of this form that you did not understand.
- Acknowledge that Fidelity has no duty to, and does not, monitor the activities of your Attorney-in-Fact.
- Authorize Fidelity to send duplicate account statements and/or transaction confirmations to your Attorney-in-Fact if indicated in Section 4 and if your Attorney-in-Fact indicates in Section 6 that he/she is associated with a firm engaged in the securities business, further authorize Fidelity to send copies of your account statements and/or transaction confirmations to both the Attorney-in-Fact and the firm.
- Agree to be responsible for all costs and obligations, including trading fees and commissions, incurred in connection with

Account Owner Signature and Date continues on next page. ►►





the accounts identified in Section 2 by your Attorney-in-Fact, including any costs and obligations that remain unpaid at the time an Attorney-in-Fact ceases to serve in that capacity for any reason.

- Indemnify and hold Fidelity harmless from and against any and all losses, liabilities, claims, and costs (including reasonable attorney fees) that are in any way connected with your instructions or with any action or instruction of your Attorney-in-Fact, even if your Attorney-in-Fact's authorization has been terminated but Fidelity has not yet received notice of the termination. (The indemnifications in this bullet are in addition to, and do not limit, any rights that Fidelity may have under any other agreement with you.)
- Agree that to induce any transfer agent or other third party (collectively, "Third Parties") to act, any such Third Parties receiving a duly executed copy or facsimile of this POA may act upon it, and that revocation or termination hereof shall be ineffective as to Third Parties, unless and until actual written notice of such revocation or termination shall have been received by such Third Parties.
- Affirm that you understand that your Attorney-in-Fact may be entitled to receive compensation out of your accounts for services performed.

- Agree that this form is in addition to (and in no way limits or restricts) any and all rights which Fidelity may have under any other agreement or agreements between Fidelity and you, and shall inure and continue in favor of Fidelity, its successors (by merger, consolidation, or otherwise) and assigns.

- Certify that you are not adding an individual who will be paid for his or her investment management of the account(s).

Margin or options customers

- Acknowledge that the Attorney-in-Fact may open new option positions or close existing positions, and exercise options contracts or sell options contracts as either a covered or uncovered writer if the account is approved to trade options; however, if the Attorney-in-Fact engages in either margin or option transactions, you recognize the inherent risks involved and are fully prepared financially to undertake such risks.

Accounts with multiple Attorneys-in-Fact

- Authorize each Attorney-in-Fact to act alone (severally) and without the consent of any other Attorney-in-Fact, with respect to each power granted in this form.
- Notwithstanding the previous bullet, acknowledge that Fidelity may freeze all activity on your account(s) if Fidelity receives conflicting or inconsistent instructions

from your Attorneys-in-Fact, and that your accounts will remain frozen until the conflict is resolved by either a) written instructions from you, b) joint written instructions from all Attorneys-in-Fact, or c) a court order instructing Fidelity how to proceed.

For Fidelity Retirement Plan (Keogh) Accounts, if the current Plan Administrator is also the Account Owner:

- State that you are also the Plan Administrator or Employer responsible for the Plan for which authority is being requested on this form.
- Consent to the appointment of the Attorney-in-Fact identified in this form, understanding that:
 - The Attorney-in-Fact will be granted only the powers described in this form, and will be authorized only to place orders that are permitted by the Plan.
 - The Attorney-in-Fact is not authorized to establish a new Plan.
 - Fidelity Management Trust Company acts only as custodian or trustee for this Plan, and has no discretionary fiduciary authority or responsibility; therefore, you, as the account owner, are solely responsible for determining the suitability of, and for accepting all consequences of all investments and actions taken on the account(s).

Account Owner Signature and Date continues on next page. ►►





This durable POA shall be governed by Massachusetts law, except with respect to its conflict of laws provisions.

You must sign and date this form in the presence of two witnesses and a notary public.

You acknowledge that this account and durable POA are governed by a predispute arbitration clause, which appears on the last page of the Agreement, and that you have read the predispute arbitration clause.

| | |
|------------------|-----------------|
| PRINT OWNER NAME | |
| | |
| OWNER SIGNATURE | DATE MM/DD/YYYY |
| SIGN | X |
| SIGN | X |

| | |
|--------------------|-----------------|
| PRINT WITNESS NAME | |
| | |
| WITNESS SIGNATURE | DATE MM/DD/YYYY |
| SIGN | X |
| SIGN | X |

| | |
|--------------------|-----------------|
| PRINT WITNESS NAME | |
| | |
| WITNESS SIGNATURE | DATE MM/DD/YYYY |
| SIGN | X |
| SIGN | X |

Important Note: CA Notaries are permitted to submit a separate page notary document. If used, it must identify the document being notarized.

Notice to CA Residents: A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

Certificate of Acknowledgement of Notary Public *Must be a U.S. Notary. Foreign notary or consular seals may NOT be substituted.*

State of _____, in the County of _____, subscribed and sworn to before me by the above-named individual who is personally known to me or who has produced _____ as identification, that the foregoing statements were true and accurate and made of his/her own free act and deed, on ___/___/_____.

| | | |
|-------------------|-----------------|---------------------|
| PRINT NOTARY NAME | | NOTARY SEAL / STAMP |
| | | |
| NOTARY SIGNATURE | DATE MM/DD/YYYY | |
| SIGN | X | |
| SIGN | X | |

My commission expires ___/___/_____.

Form continues on next page. ▶▶





9. Plan Administrator/Employer Signature and Date

Required ONLY for Fidelity Retirement Plan (Keogh) accounts. In this Section 9, "you" refers to the Plan Administrator or Employer signing below.

By signing below, you:

- State that you are the Plan Administrator or Employer responsible for the Plan for which authority is being requested on this form.
- Consent to the appointment of the Attorney-in-Fact identified in this form, understanding that:
 - The Attorney-in-Fact will be granted only the powers described in this form, and will be authorized only to place orders that are permitted by the Plan.
 - The Attorney-in-Fact is not authorized to establish a new Plan.
 - Fidelity Management Trust Company acts only as custodian or trustee for this Plan, and has no discretionary fiduciary authority or responsibility; the account owner, therefore, is solely responsible for determining the suitability of, and for accepting all consequences of, all investments and actions taken on the account(s).

| | |
|--|------------------------|
| PRINT ADMINISTRATOR/EMPLOYER NAME | |
| | |
| ADMINISTRATOR/EMPLOYER SIGNATURE | DATE MM/DD/YYYY |
| SIGN X | X |

Notices for CA, ME, MI, and PA residents continue on next page. ▶▶



Notice for California Residents Pursuant to Cal. Prob. Code § 4128

This notice must be read by the Account Owner, and must be read and signed by the Attorney-in-Fact.
Notice To Person Executing Durable Power Of Attorney

A durable power of attorney is an important legal document. By signing the durable power of attorney, you are authorizing another person to act for you, the principal. Before you sign this durable power of attorney, you should know these important facts:

Your agent (Attorney-in-Fact) has no duty to act unless you and your agent agree otherwise in writing.

This document gives your agent the powers to manage, dispose of, sell, and convey your real and personal property, and to use your property as security if your agent borrows money on your behalf. This document does not give your agent the power to accept or receive any of your property, in trust or otherwise, as a gift, unless you specifically authorize the agent to accept or receive a gift.

Your agent will have the right to receive reasonable payment for services provided under this durable power of

attorney unless you provide otherwise in this power of attorney.

The powers you give your agent will continue to exist for your entire lifetime, unless you state that the durable power of attorney will last for a shorter period of time or unless you otherwise terminate the durable power of attorney. The powers you give your agent in this durable power of attorney will continue to exist even if you can no longer make your own decisions respecting the management of your property.

You can amend or change this durable power of attorney only by executing a new durable power of attorney or by executing an amendment through the same formalities as an original.

You have the right to revoke or terminate this durable power of attorney at any time, so long as you are competent.

This durable power of attorney must be dated and must be acknowledged

before a notary public or signed by two witnesses. If it is signed by two witnesses, they must witness either:

1. The signing of the power of attorney.
2. The principal's signing or acknowledgment of his or her signature.

A durable power of attorney that may affect real property should be acknowledged before a notary public so that it may easily be recorded.

You should read this durable power of attorney carefully. When effective, this durable power of attorney will give your agent the right to deal with property that you now have or might acquire in the future. The durable power of attorney is important to you. If you do not understand the durable power of attorney, or any provision of it, then you should obtain the assistance of an attorney or other qualified person.

Notice To Person Accepting The Appointment As Attorney-In-Fact

By acting or agreeing to act as the agent (Attorney-in-Fact) under this power of attorney, you assume the fiduciary and other legal responsibilities of an agent. These responsibilities include:

1. The legal duty to act solely in the interest of the principal and to avoid conflicts of interest.
2. The legal duty to keep the principal's property separate and distinct from any other property owned or controlled by you.

You may not transfer the principal's property to yourself without full and adequate consideration or accept a gift of the principal's property unless this power of attorney specifically authorizes you to transfer property to yourself or accept a gift of the principal's property. If you transfer the principal's property to yourself without specific authorization in the power of attorney, you may be prosecuted for fraud and/or embezzlement. If the principal is 65

years of age or older at the time that the property is transferred to you without authority, you may also be prosecuted for elder abuse under Penal Code Section 368. In addition to criminal prosecution, you may also be sued in civil court.

I have read the foregoing notice and I understand the legal and fiduciary duties that I assume by acting or agreeing to act as the agent (Attorney-in-Fact) under the terms of this power of attorney.

| | |
|-----------------------------------|-----------------|
| PRINT AGENT/ATTORNEY-IN-FACT NAME | |
| | |
| AGENT/ATTORNEY-IN-FACT SIGNATURE | DATE MM/DD/YYYY |
| SIGN X | X |

Notices for CA, ME, MI, and PA residents continue on next page. ►►



Notice for Maine Residents Pursuant to 18-C M.R.S. § 5-905.

This notice must be read by both the Account Owner and Attorney-in-Fact.

Notice to the Account Owner

As the Account Owner, you are using this power of attorney to grant power to another person (called the Agent) to make decisions about your property and to use your property on your behalf. Under this power of attorney you give your Agent broad and sweeping powers to sell or otherwise dispose of your property without notice to you. Under this document your Agent will continue to have these powers after you become incapacitated. The powers that you give your Agent are explained more fully in the Maine Uniform Power of Attorney Act, Maine Revised Statutes, Title 18-C, Article 5, Part 9. You have the right to revoke this power of attorney at any time as long as you are not incapacitated. If there is anything about this power of attorney that you do not understand you should ask a lawyer to explain it to you.

Notice to the Agent

As the "Agent" you are given power under this power of attorney to make decisions about the property belonging to the Principal and to dispose of the Principal's property on the Principal's behalf in accordance with the terms of this power of attorney. This power of attorney is valid only if the Principal is of sound mind when the Principal signs it. When you accept the authority granted under this power of attorney a special legal relationship is created between you and the Principal. This relationship imposes upon you legal duties that continue until you resign or the power of attorney is terminated or revoked. The duties are more fully explained in the Maine Uniform Power of Attorney Act, Maine Revised Statutes, Title 18-C, Article 5, Part 9; Title 18-B, Sections 802 to 807; and Title 18-B, Chapter 9. As the Agent, you are generally not entitled to use the Principal's property for your own benefit or to make

gifts to yourself or others unless the power of attorney gives you such authority. If you violate your duty under this power of attorney you may be liable for damages and may be subject to criminal prosecution.

You must stop acting on behalf of the Principal if you learn of any event that terminates this power of attorney or your authority under this power of attorney. Events of termination are more fully explained in the Maine Uniform Power of Attorney Act and include, but are not limited to, revocation of your authority or of the power of attorney by the Principal, the death of the Principal or the commencement of divorce proceedings between you and the Principal. If there is anything about this power of attorney or your duties under it that you do not understand you should ask a lawyer to explain it to you.

Notice for Michigan Residents Pursuant to MCLS § 700.5501 (2012)

This notice must be read, completed, and signed by the Attorney-in-Fact.

Important Notice to Attorney-in-Fact

I, _____,
have been appointed as Attorney-in-Fact for

the principal, under a durable power of
attorney dated _____. By signing
this document, I acknowledge that if and
when I act as Attorney-in-Fact, all the follow-
ing apply:

- Except as provided in the durable power of attorney, I must act in accordance with the standards of care applicable to fiduciaries acting under durable powers of attorney.

- I must take reasonable steps to follow the instructions of the principal.
- Upon request of the principal, I must keep the principal informed of my actions. I must provide an accounting to the principal upon request of the principal, to a guardian or conservator appointed on behalf of the principal upon the request of that guardian or conservator, or pursuant to judicial order.
- I cannot make a gift from the principal's property, unless provided for in the durable power of attorney or by judicial order.
- Unless provided in the durable power of attorney or by judicial order, I, while acting as Attorney-in-Fact, shall not create an account or other asset in joint tenancy between the principal and me.

- I must maintain records of my transactions as Attorney-in-Fact, including receipts, disbursements, and investments.
- I may be liable for any damage or loss to the principal, and may be subject to any other available remedy, for breach of fiduciary duty owed to the principal. In the durable power of attorney, the principal may exonerate me of any liability to the principal for breach of fiduciary duty except for actions committed by me in bad faith or with reckless indifference. An exoneration clause is not enforceable if inserted as the result of my abuse of a fiduciary or confidential relationship to the principal.
- I may be subject to civil or criminal penalties if I violate my duties to the principal.

| | |
|-----------------------------|-----------------|
| PRINT ATTORNEY-IN-FACT NAME | |
| | |
| ATTORNEY-IN-FACT SIGNATURE | DATE MM/DD/YYYY |
| SIGN X | X |

Notices for CA, ME, MI, and PA residents continue on next page. ►►



Notice for Pennsylvania Residents Pursuant to 20 PA.C.S.A. § 5601.

THIS NOTICE MUST BE READ AND SIGNED BY THE ACCOUNT OWNER AND ATTORNEY-IN-FACT.

Notice

THE PURPOSE OF THIS POWER OF ATTORNEY IS TO GIVE THE PERSON YOU DESIGNATE (YOUR "AGENT") BROAD POWERS TO HANDLE YOUR PROPERTY, WHICH MAY INCLUDE POWERS TO SELL OR OTHERWISE DISPOSE OF ANY REAL OR PERSONAL PROPERTY WITHOUT ADVANCE NOTICE TO YOU OR APPROVAL BY YOU.

THIS POWER OF ATTORNEY DOES NOT IMPOSE A DUTY ON YOUR AGENT TO EXERCISE GRANTED POWERS, BUT, WHEN POWERS ARE EXERCISED, YOUR AGENT MUST USE DUE CARE TO ACT FOR YOUR BEST INTEREST AND IN ACCORDANCE WITH THIS POWER OF ATTORNEY.

YOUR AGENT MAY EXERCISE THE POWERS GIVEN HERE THROUGHOUT YOUR LIFETIME, EVEN AFTER YOU BECOME INCAPACITATED, UNLESS YOU EXPRESSLY LIMIT THE DURATION OF THESE POWERS OR YOU REVOKE THESE POWERS OR A COURT ACTING ON YOUR BEHALF TERMINATES YOUR AGENT'S AUTHORITY.

YOUR AGENT MUST ACT IN ACCORDANCE WITH YOUR REASONABLE EXPECTATIONS TO THE EXTENT ACTUALLY KNOWN BY YOUR AGENT AND, OTHERWISE, IN YOUR BEST INTEREST, ACT IN GOOD FAITH AND ACT ONLY WITHIN THE SCOPE OF AUTHORITY GRANTED BY YOU IN THE POWER OF ATTORNEY.

THE LAW PERMITS YOU, IF YOU CHOOSE, TO GRANT BROAD AUTHORITY TO AN AGENT UNDER POWER OF ATTORNEY, INCLUDING THE ABILITY TO GIVE AWAY ALL OF YOUR PROPERTY WHILE YOU ARE

ALIVE OR TO SUBSTANTIALLY CHANGE HOW YOUR PROPERTY IS DISTRIBUTED AT YOUR DEATH. BEFORE SIGNING THIS DOCUMENT, YOU SHOULD SEEK THE ADVICE OF AN ATTORNEY AT LAW TO MAKE SURE YOU UNDERSTAND IT.

A COURT CAN TAKE AWAY THE POWERS OF YOUR AGENT IF IT FINDS YOUR AGENT IS NOT ACTING PROPERLY.

THE POWERS AND DUTIES OF AN AGENT UNDER A POWER OF ATTORNEY ARE EXPLAINED MORE FULLY IN 20 PA.C.S. CH. 56.

IF THERE IS ANYTHING ABOUT THIS FORM THAT YOU DO NOT UNDERSTAND, YOU SHOULD ASK A LAWYER OF YOUR OWN CHOOSING TO EXPLAIN IT TO YOU.

I HAVE READ OR HAD EXPLAINED TO ME THIS NOTICE AND I UNDERSTAND ITS CONTENTS.

| | |
|------------------|-----------------|
| PRINT OWNER NAME | |
| | |
| OWNER SIGNATURE | DATE MM/DD/YYYY |
| SIGN X | X |

Agent Acknowledgment

I ACKNOWLEDGE THAT I HAVE READ THE ATTACHED POWER OF ATTORNEY AND AM THE PERSON IDENTIFIED AS THE AGENT FOR THE PRINCIPAL. I HEREBY

ACKNOWLEDGE THAT WHEN I ACT AS AGENT:

I SHALL ACT IN ACCORDANCE WITH THE PRINCIPAL'S REASONABLE EXPECTATIONS TO THE EXTENT ACTUALLY KNOWN BY

ME AND, OTHERWISE, IN THE PRINCIPAL'S BEST INTEREST, ACT IN GOOD FAITH AND ACT ONLY WITHIN THE SCOPE OF AUTHORITY GRANTED TO ME BY THE PRINCIPAL IN THE POWER OF ATTORNEY.

| | |
|------------------|-----------------|
| PRINT AGENT NAME | |
| | |
| AGENT SIGNATURE | DATE MM/DD/YYYY |
| SIGN X | X |

Did you sign the form and attach any necessary documents?

Send the ENTIRE form and any attachments to Fidelity Investments.

CA, ME, MI, and PA residents: Read and, if applicable, sign and return state disclosures.

Questions? Go to Fidelity.com/poa or call 800-343-3548.

Regular mail

Fidelity Investments
PO Box 770001
Cincinnati, OH 45277-0002

Overnight mail

Fidelity Investments
100 Crosby Parkway KC1K
Covington, KY 41015

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