

Charitable Investment Advisor Program ("CIAP")

Investment Advisor Firm Agreement

Information

Date MM/DD/YYYY

CIAP Advisor Firm

Agreement

This Agreement (the "Agreement") is entered into as of the date indicated above between Fidelity Charitable® and the Investment Advisor firm being hired to provide investment advisory services indicated above (the "CIAP Advisor Firm").

WHEREAS, Fidelity Charitable® is a charitable trust organized under the laws of the Commonwealth of Massachusetts, and is a charitable organization described in Section 501(c)(3) and Section 509(a)(1) of the Internal Revenue Code of 1986, as amended and in effect; and

WHEREAS, Fidelity Charitable is a sponsoring organization of donor-advised funds described in Internal Revenue Code Section 4966(d)(2), each of which is referred to by Fidelity Charitable as a Giving Account® (which is a charitable giving vehicle whereby donors make irrevocable charitable contributions of assets to Fidelity Charitable, and the donor and/or persons appointed by the donor ("Account Holders") have certain advisory privileges with respect to distributions from and investments within the Giving Account®); and

WHEREAS, as with all charitable contributions to Fidelity Charitable, the assets are held by and remain the property of the Trustees of Fidelity Charitable, who have exclusive ownership and legal control over these balances; and, as such, the Trustees have complete and sole discretion over investment decisions for Fidelity Charitable, extending from the creation and updating of investment policies to exercising the right to approve all transactions affecting the investments of Fidelity Charitable; and

WHEREAS, Fidelity Charitable's CIAP Program permits a donor to recommend that an eligible qualified investment advisor firm be retained by Fidelity Charitable to provide investment advisory and investment management services under investment guidelines set by Fidelity Charitable with respect to certain Fidelity Charitable assets that have been allocated to the Giving Account enrolled in the CIAP (the "CIAP

Assets"); and

WHEREAS, Fidelity Charitable will assess an annual administrative fee on the CIAP Assets, as more fully described in the CIAP Investment Policy and Guidelines (the "CIAP Guidelines"); and

WHEREAS, Fidelity Charitable seeks to engage a CIAP Advisor Firm that understands and supports Fidelity Charitable's mission and practice of active grantmaking;

NOW, THEREFORE, it is agreed between Fidelity Charitable and the CIAP Advisor Firm (collectively, "the parties") as follows:

Roles and Responsibilities

1. Fidelity Charitable, as a client of the CIAP Advisor Firm hereby hires the CIAP Advisor Firm to provide advice and/or direction with respect to the investment of the CIAP Assets in accordance with the CIAP Guidelines and consistent with the terms of this Agreement.
2. The CIAP Advisor Firm acknowledges that the CIAP Assets are held by, and remain the property of, Fidelity Charitable, which has exclusive ownership and legal control over the CIAP Assets, and that Fidelity Charitable is its client regarding the Investment Services and is the legal owner of the CIAP Assets.
3. The CIAP Advisor Firm agrees to invest the CIAP Assets solely for the benefit of Fidelity Charitable.
4. The CIAP Advisor Firm agrees to ensure that it is communicated to the Account Holder that Fidelity Charitable is the legal owner of the CIAP Assets.
5. Neither the CIAP Advisor Firm nor its employees shall be considered as or constitute an employee of Fidelity Charitable.
6. The CIAP Assets will be custodied at National Financial Services LLC ("NFS") unless otherwise agreed upon.
7. If Fidelity Charitable has approved for the CIAP Assets to be custodied at a custodian other than NFS, the CIAP Advisor Firm agrees to instruct the custodian to provide trade execution and custodial services with respect to the CIAP Assets. The CIAP Advisor Firm also agrees to the terms and conditions in the attached Addendum: Other Custodian.

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Investment Services

8. Fidelity Charitable and the CIAP Advisor Firm agree that the CIAP Advisor Firm is providing Discretionary Investment Services as defined below unless otherwise agreed on:

The CIAP Advisor Firm shall have full discretion and authority, without obtaining the prior approval by Fidelity Charitable: (i) to supervise and direct the investment of the CIAP Assets except in the cases where CIAP Assets will be invested in a hedge fund or private equity fund; and (ii) to hire, delegate discretionary investment authority to, and terminate Sub-Advisor Firms for investment of the CIAP Assets except in cases where Fidelity Charitable is required to sign a separate agreement with Sub-Advisor Firm.
9. The CIAP Advisor Firm acknowledges that:
 - a. All charitable contributions made to Fidelity Charitable are irrevocable and cannot be refunded.
 - b. CIAP Advisor Firm is responsible for ensuring compliance with the CIAP Guidelines, including in the event that CIAP Assets are contributed in kind.
 - c. CIAP Advisor Firm is not being retained by Fidelity Charitable to provide a broader range of investment advisory and management services to Fidelity Charitable related to the Fidelity Charitable investment pools or other property of Fidelity Charitable.
10. The CIAP Advisor Firm agrees that its investment advisor representatives ("CIAP Advisor") will provide the Investment Services in accordance with the CIAP Guidelines. The CIAP Advisor Firm agrees to assign a dedicated CIAP Advisor for each Giving Account and communicate to Fidelity Charitable and the Account Holder, as soon as practicable, but in any event within 30 days, if a different CIAP Advisor is assigned afterward.
11. The CIAP Advisor Firm will not provide, and will not permit any CIAP Advisor to provide, the Investment Services to Fidelity Charitable with respect to CIAP Assets within a Giving Account if the CIAP Advisor Firm, a CIAP Advisor, or an employee of the CIAP Advisor Firm is a "Disqualified Person" with respect to the Giving Account. A Disqualified Person with respect to a Giving Account is:
 - a. A donor with respect to the Giving Account.
 - b. An Account Holder with respect to the Giving Account. An "Account Holder" is a donor or donor advisor (as defined by IRS rules and regulations) and an Account Holder as defined in the Fidelity Charitable Program Guidelines.
 - c. Any party authorized by an Account Holder to exercise an Account Holder's advisory privileges with respect to the Giving Account.
 - d. A Family Member of any of the above (i-iii). A "Family Member" is a spouse, sister or brother (including half-sisters and half-brothers), parent, child, grandchild, or great-grandchild, or a spouse of a sister, brother, child, grandchild, or great-grandchild.
 - e. A Related Entity of any of the above (i-iv). A "Related Entity" is any entity in which the above (i-iv) collectively own more than 35% of the total outstanding interests.
12. The CIAP Advisor Firm acknowledges that the Investment Services will be provided with the understanding that liquidity may be required from time to time for various reasons, including but not limited to supporting grantmaking and paying Fidelity Charitable's administrative fees. Fidelity Charitable reserves the right to require liquidation of the CIAP Assets if its CIAP Advisor fails to act on an Account Holder's grant recommendation in a timely fashion.
13. The CIAP Advisor Firm agrees that its CIAP Advisor shall perform its duties with the care, skill, prudence, and diligence under the circumstances that a prudent person acting in such capacity and familiar with such matters would perform such duties, and the CIAP Advisor shall at all times provide the Investment Services in a manner consistent with the CIAP Guidelines.

Proxy Voting and Class Actions

14. Fidelity Charitable retains the right and obligation to vote any proxies with respect to the CIAP Assets unless otherwise agreed on.
15. Fidelity Charitable retains the right to respond to class action suits with respect to the CIAP Assets.

Professional Liability Insurance

16. The CIAP Advisor Firm, at its own expense, shall procure and maintain during the term of this Agreement policies of insurance to include Errors and Omissions Liability in an amount of at least \$1,000,000. The CIAP Advisor Firm will provide proof of renewal of Errors & Omissions insurance upon request by Fidelity Charitable.

Performance and Asset Allocation

17. Fidelity Charitable will monitor (i) performance of the CIAP Assets against the benchmark provided in the CIAP Guidelines, and (ii) overall compliance with the investment guidelines contained in the CIAP Guidelines, including without limitation asset allocation and concentration. The CIAP Advisor Firm also agrees to provide Fidelity Charitable with investment performance reports upon request. In addition, Fidelity Charitable may request that the CIAP Advisor Firm, from time to time, provide the Account Holder with performance reports.
18. Fidelity Charitable acknowledges that the CIAP Advisor Firm does not guarantee the performance of the CIAP Assets.

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Fees

19. In consideration of the Investment Services performed in connection with this Agreement, Fidelity Charitable will pay the CIAP Advisor Firm an investment advisory fee (the "Advisory Fee"). Such Advisory Fee shall be subject to the terms and conditions set forth in the CIAP Guidelines. Without limiting the foregoing:
- The CIAP Advisor Firm agrees to provide its standard investment advisory fee schedule to Fidelity Charitable;
 - The CIAP Advisor Firm warrants and represents that the Advisory Fee is charged at a rate no greater than that of other similarly situated clients/ investors of the CIAP Advisor Firm, and in no event in excess of the standard investment advisory fee schedule;
 - The CIAP Advisor Firm agrees that it will provide invoices regarding the Advisory Fees, upon request;
 - The CIAP Advisor Firm confirms that it shall disclose to the Account Holder the agreed Advisory Fee;
 - The CIAP Advisor Firm agrees to provide Fidelity Charitable with a description of all compensation it may receive with respect to the CIAP Assets, other than the Advisory Fee; the CIAP Advisor Firm agrees to promptly inform Fidelity Charitable of any changes to the compensation.
 - Apart from the foregoing, no other fees or charges shall be charged by the CIAP Advisor Firm with respect to this Agreement or the CIAP Assets. CIAP Advisor Firm agrees to notify Fidelity Charitable immediately if any of the representations in paragraph 19 sections a.-e., in any respect, are no longer true.

Sub-Advisor Relationships

20. The CIAP Advisor Firm accepts responsibility for oversight of any firm it retains to manage a portion of the CIAP Assets ("Sub-Advisor Firm") as part of the Program. The CIAP Advisor Firm represents that it has informed the Sub-Advisor Firm(s) that the CIAP Assets are owned by, and remain the property of, Fidelity Charitable, which has exclusive ownership and legal control over the CIAP Assets.
21. The CIAP Advisor Firm acknowledges that the Sub-Advisor Firm has received a copy of the CIAP Guidelines. The CIAP Advisor Firm represents that the Sub-Advisor Firm will manage the CIAP Assets in accordance with the CIAP Guidelines and the terms and conditions in this Agreement.
22. The CIAP Advisor Firm has communicated to the Sub-Advisor Firm that neither the Sub-Advisor Firm nor any of its employees is permitted to be a Disqualified Person with respect to a Giving Account holding CIAP Assets. A Disqualified Person with respect to a Giving Account is:
- A donor with respect to the Giving Account.
 - An Account Holder with respect to the Giving Account. An "Account Holder" is a donor or donor advisor (as defined by IRS rules and regulations) and an Account Holder as defined in the Fidelity Charitable Program Guidelines.
 - Any party authorized by an Account Holder to exercise an Account Holder's advisory privileges with respect to the Giving Account.
 - A Family Member of any of the above (i-iii). A "Family Member" is a spouse, sister or brother (including half-sisters and half-brothers), parent, child, grandchild, or great-grandchild, or a spouse of a sister, brother, child, grandchild, or great-grandchild.
 - A Related Entity of any of the above (i-iv). A "Related Entity" is any entity in which the above (i-iv) collectively own more than 35% of the total outstanding interests.
23. The CIAP Advisor Firm agrees that the total investment management fee charged by the CIAP Advisor Firm and any affiliated Sub-Advisor Firms will not exceed the Advisory Fee unless otherwise agreed on.
24. The CIAP Advisor Firm agrees to complete Exhibit B with any retained Sub-Advisor Firm that requires Fidelity Charitable to sign a separate agreement with respect to the CIAP Assets managed by the Sub-Advisor Firm.

Representations

25. Each party to this Agreement has all necessary power and authority to execute, deliver, and perform this Agreement and all transactions contemplated hereby, including the CIAP Guidelines, and such execution, delivery, and performance will not violate any applicable law, rule, regulation, governing document (e.g., trust agreement or charter), contract, or other material agreement binding on a party.
26. This Agreement has been duly authorized by appropriate action and, when executed and delivered, will be binding on each party in accordance with its terms.
27. If, at the time of execution, the CIAP Advisor Firm is a registered investment advisor, the CIAP Advisor Firm represents:
- It is duly registered as an Investment Advisor under the Investment Advisers Act of 1940, as amended ("Advisers Act"), or
 - It is duly registered as an Investment Advisor under the laws of one or more states.
The CIAP Advisor Firm covenants that it shall immediately notify Fidelity Charitable if the above representation is no longer true.
28. If at the time of execution, the CIAP Advisor Firm is not a registered investment advisor, the CIAP Advisor Firm represents that it is in good standing in every jurisdiction and with every regulator to which it is subject. The CIAP Advisor Firm covenants that it shall immediately notify Fidelity Charitable if the preceding representation is no longer true.
29. The CIAP Advisor Firm has the financial resources, personnel, system access, properties, and assets adequate for the performance of its obligations under this Agreement, and the CIAP Advisor Firm will notify Fidelity Charitable promptly of any developments that may adversely affect the CIAP Advisor Firm's ability to perform its obligations hereunder.
30. There is no action, suit, or proceeding before or by any court or governmental agency or body, domestic or foreign, now pending, or, to the knowledge of the CIAP Advisor Firm, threatened against or affecting the CIAP Advisor Firm that might materially affect its ability to perform its obligations under this Agreement.
31. The CIAP Advisor Firm agrees to notify Fidelity Charitable within three business days if any of the representations, covenants, or undertakings made under this Agreement materially change or if at any time the CIAP Advisor Firm fails to meet the qualifications or guidelines as set forth in the CIAP Guidelines. Fidelity Charitable agrees to notify the CIAP Advisor Firm promptly if there are any material changes to the CIAP Guidelines relating to the CIAP Advisor Firm's responsibilities.
32. The CIAP Advisor Firm agrees that if it materially violates any terms of this Agreement and fails to cure such violation within 30 days of notice by Fidelity Charitable thereof, Fidelity Charitable may require the CIAP Advisor Firm to forfeit any fees payable and return any fees paid under this Agreement, from the date of the occurrence of such violation.

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Confidential Information

33. All nonpublic information (including information that a reasonable person would recognize to be confidential based on the nature of the information and the circumstances surrounding its disclosure) furnished by Fidelity Charitable to the CIAP Advisor Firm (the "Confidential Information") will be treated as confidential and will not be disclosed to third parties, except as required by law, rule, regulation, or a regulatory or governmental authority, or as the CIAP Advisor Firm deems appropriate to provide the agreed-upon services. The CIAP Advisor Firm, its agents, and its representatives shall use the Confidential Information only to provide the Investment Services, and shall not distribute, redistribute, export to, download for, provide access to directly or indirectly, or otherwise transfer the Confidential Information to any party including but not limited to third-party service providers, vendors, or agents, at any time.
34. The CIAP Advisor Firm also acknowledges that the Account Holder may provide additional instructions to Fidelity Charitable regarding its access level to the Account Holder's Giving Account.

Severability

35. If any part of this Agreement is declared null and void, such part shall be deemed separate and severable, and the remainder of this Agreement shall remain in full force and effect.

Duration and Termination

36. This Agreement shall be effective when signed by both parties and shall remain in force and effect until terminated. Either party may terminate this Agreement at any time by giving written notice to the other party, and such notice shall be effective upon delivery.
37. Termination of this Agreement will not affect (i) the validity of any action previously taken by either party under this Agreement, (ii) liabilities or obligations of the parties from transactions initiated before termination of this Agreement, or (iii) Fidelity Charitable's obligation to pay fees as set forth in this Agreement.
38. The CIAP Advisor Firm may assign neither this Agreement nor the performance of this Agreement without the written consent of Fidelity Charitable.

Dispute Resolution

39. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of sixty (60) days, then, upon notice by either party to the other, all disputes, claims, questions, or disagreements shall be finally settled in a court of competent jurisdiction in the state of New York.

Other Matters

40. This Agreement, including any addendums and exhibits, constitutes the entire agreement between the parties, and supersedes all written and oral communications and agreements between the parties. This Agreement shall be governed under the laws of the state of New York. This Agreement shall inure to the benefit of Fidelity Charitable's successors and assigns, whether by merger, consolidation, or otherwise. If a court of competent jurisdiction deems any provision of this Agreement unenforceable, such provision will be enforced to the maximum extent permissible, and the remaining provisions will remain in full force and effect.
41. Notwithstanding the foregoing paragraph, Fidelity Charitable may execute additional agreements with the Advisor Firm and SubAdvisor Firms ("Advisor Agreements"); to and to the extent that there is any inconsistency between the Advisor Agreements and this Agreement, this Agreement will govern.
42. This Agreement may be supplemented, amended, or modified at any time by a written instrument executed by Fidelity Charitable and the CIAP Advisor Firm, with such written agreement attached hereto. No course of conduct shall constitute a waiver of any of the terms and conditions of this Agreement, unless such waiver is specified in writing, and then only to the extent so specified. A waiver of any of the terms or conditions of this Agreement on one occasion shall not constitute a waiver of the other terms of this Agreement or of such terms and conditions on any other occasion. An amendment to the CIAP Guidelines shall be treated as an amendment to this Agreement.

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43. All notices provided for under this Agreement shall be provided in writing:

If to Fidelity Charitable:

Treasurer
Fidelity® Charitable
PO Box 770001
Cincinnati, OH 45277-0001

If to the CIAP Advisor Firm:

CIAP Advisor Firm Authorized Person

CIAP Advisor Firm Name

Address

City

State

Zip Code

Signatures

CIAP Advisor Firm Authorized Person Name

CIAP Advisor Firm Authorized Person Signature

Date MM/DD/YYYY

Fidelity Charitable Authorized Person Name

Fidelity Charitable Authorized Person Signature

Date MM/DD/YYYY

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Addendum: Other Custodian

Fidelity Charitable has approved the CIAP Assets to be custodied at a custodian other than NFS listed below.

Custodian Name

1. Establishment of a Giving Account Participating in the CIAP Program

In the event that an Account Holder nominates the CIAP Advisor Firm to provide Investment Services:

- a. The CIAP Advisor Firm agrees to provide the Account Holder with a copy of the CIAP Guidelines and facilitate the completion of any required Fidelity Charitable forms with the Account Holder.
- b. The CIAP Advisor Firm agrees to deliver properly completed Fidelity Charitable forms to Fidelity Charitable to initiate the account opening process.
- c. During the account opening process, Fidelity Charitable will complete all paperwork required by the CIAP Advisor Firm and the Custodian.
- d. CIAP Assets held in a brokerage account managed by the CIAP Advisor Firm on the Custodian platform shall be registered with Fidelity Investments Charitable Gift Fund as the legal account owner.
- e. The CIAP Advisor Firm agrees to notify the Custodian to release Fidelity Charitable's brokerage account data (e.g. positions, transactions) to Fidelity Charitable's vendor, Advent, upon the establishment of the Giving Account on the Custodian platform.
- f. The CIAP Advisor Firm agrees to provide Fidelity Charitable with the brokerage account number established on the Custodian platform.
- g. The CIAP Advisor Firm agrees to provide Fidelity Charitable and its authorized representatives online account access to all Fidelity Charitable's accounts held on the Custodian platform.

2. Contributions

- a. An Account Holder's contribution made directly to a brokerage account registered to Fidelity Charitable on the Custodian Platform will be complete when it is received and accepted by Fidelity Charitable. The CIAP Advisor Firm is not authorized to accept a contribution on behalf of Fidelity Charitable.
- b. For contributions made directly into a brokerage account registered to Fidelity Charitable on the Custodian Platform, CIAP Advisor Firm shall provide to Fidelity Charitable a Charitable Investment Advisor Program Contribution Form, which includes the Account Holder's acknowledgment that the charitable contribution is irrevocable.

3. Liquidity and Wires

- a. The CIAP Advisor Firm will raise the cash necessary to fulfill any requests by Fidelity Charitable, including but not limited to supporting grantmaking and paying Fidelity Charitable's administrative fees.
- b. The CIAP Advisor Firm agrees to instruct the Custodian to wire such amount within four business days of the original request.
- c. The CIAP Advisor Firm agrees to waive all wire fees with respect to such wires.

4. Proxy Voting

The CIAP Advisor Firm agrees to deliver proxy voting material electronically to Fidelity Charitable's agent as instructed by Fidelity Charitable.

5. OFAC Compliance

The CIAP Advisor Firm and its direct and indirect subsidiaries represent that neither they nor any of their respective directors, officers, or employees are currently subject to any sanctions administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), the United Nations Security Council ("UNSC"), or other relevant sanctions authority (collectively, "Sanctions"). The CIAP Advisor Firm further represents that it is not located, organized, or resident in a country or territory that is the subject of Sanctions. The CIAP Advisor Firm further represents that its Custodian has policies, procedures, and controls in place that are reasonably designed to comply with applicable Sanctions.

Signatures

CIAP Advisor Firm Authorized Person Name

SIGN	CIAP Advisor Firm Authorized Person Signature		Date MM/DD/YYYY
	<input type="text"/>		<input type="text"/>

Fidelity Charitable Authorized Person Name

SIGN	Fidelity Charitable Authorized Person Signature		Date MM/DD/YYYY
	<input type="text"/>		<input type="text"/>

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Exhibit A: Approved Exceptions to CIAP Guidelines

The following exceptions to the CIAP Guidelines have been agreed between Fidelity Charitable and the CIAP Advisor Firm:

Exceptions

Signatures

CIAP Advisor Firm Authorized Person Name

CIAP Advisor Firm Authorized Person Signature

Date MM/DD/YYYY

SIGN

Fidelity Charitable Authorized Person Name

Fidelity Charitable Authorized Person Signature

Date MM/DD/YYYY

SIGN

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Exhibit B: Sub-Advisor Firms (Dual-Contract Relationships)

As part of the CIAP, the CIAP Advisor Firm has retained the following firm to manage a portion of the CIAP Assets as a Sub-Advisor

Firm Name

The Sub-Advisor Firm agrees to manage such portion of the CIAP Assets in a manner consistent with the CIAP Guidelines and the terms and conditions in this Agreement.

The Sub-Advisor Firm acknowledges that it has received a copy of the CIAP Guidelines, and agrees that neither the Sub-Advisor Firm nor any of its employees may be a Disqualified Person with respect to a Giving Account holding the CIAP Assets. A Disqualified Person with respect to a Giving Account is:

1. A donor with respect to the Giving Account.
2. An Account Holder with respect to the Giving Account. An "Account Holder" is a donor or donor advisor (as defined by IRS rules and regulations) and an Account Holder as defined in the Fidelity Charitable Program Guidelines.
3. Any party authorized by an Account Holder to exercise an Account Holder's advisory privileges with respect to the Giving Account.
4. A Family Member of any of the above (i-iii). A "Family Member" is a spouse, sister or brother (including half-sisters and half-brothers), parent, child, grandchild, or great-grandchild, or a spouse of a sister, brother, child, grandchild, or great-grandchild.
5. A Related Entity of any of the above (i-iv). A "Related Entity" is any entity in which the above (i-iv) collectively own more than 35% of the total outstanding interests.

Signatures

CIAP Advisor Firm Authorized Person Name

CIAP Advisor Firm Authorized Person Signature

Date MM/DD/YYYY

Sub-Advisor Firm Authorized Person Name (if applicable)

Sub-Advisor Firm Authorized Person Signature

Date MM/DD/YYYY

Fidelity Charitable Authorized Person Name

Fidelity Charitable Authorized Person Signature

Date MM/DD/YYYY

Did you sign the form and attach any necessary documents?

Send form and any attachments to Fidelity Charitable.

Questions? Go to FidelityCharitable.org or call 800-952-4438.

Fax the form to:

877-665-4274

OR

Mail the form to:

Fidelity Charitable

PO Box 770001

Cincinnati, OH 45277-0053

Fidelity Charitable is the brand name for the Fidelity Investments® Charitable Gift Fund, an independent public charity with a donor-advised fund program. Various Fidelity companies provide services to Fidelity Charitable. The Fidelity Charitable name and logo, and Fidelity are registered service marks of FMR LLC, used by Fidelity Charitable under license. Giving Account is a registered service mark of the Trustees of Fidelity Charitable. 496543.16.0

