



FIDELITY CHARITABLE® PROGRAM GUIDELINES

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These Fidelity Charitable Program Guidelines (“Guidelines”) describe the donor-advised fund program of the Fidelity Investments Charitable Gift Fund (“Fidelity Charitable®”), as well as important policies, procedures, and benefits associated with establishing and maintaining a donor-advised fund (“Giving Account®”) at Fidelity Charitable.

All activities of Fidelity Charitable, and participation in the donor-advised fund program, are subject to the terms and conditions of the Fidelity Charitable Declaration of Trust (“Declaration of Trust”) and these Guidelines. Fidelity Charitable is governed by an independent Board of Trustees (“Trustees”), who are responsible for all aspects of its operations. The Trustees reserve the right to modify the program and these Guidelines at any time, subject to the provisions of the Declaration of Trust.

TABLE OF CONTENTS

Fidelity Charitable: a Public Charity with a Donor-Advised Fund Program	1
Establishing a Giving Account®	2
Contributions	4
Tax Considerations	9
Investment Options	10
Pool Allocation Process	12
Grantmaking	13
Recordkeeping and Reporting	19
Fees and Expenses	20
Successor Options	22
Naming an Individual Successor	23
Recommending a Charitable Organization Successor	23
Recommending the Endowed Giving Program	24
Fidelity Charitable Trustees’ Initiative	27
Service Providers	27
Other Information	28
Glossary	31

FIDELITY CHARITABLE: A PUBLIC CHARITY WITH A DONOR-ADVISED FUND PROGRAM

A public charity

Fidelity Charitable, an independent, section 501(c)(3) public charity that administers donor-advised funds, was organized, and operates exclusively, for charitable purposes.¹

A donor-advised fund program

Fidelity Charitable Account Holders may make irrevocable charitable contributions² to Fidelity Charitable, and recommend grants to Qualified Charitable Organizations.

Account Holders may also recommend that their contributions be allocated to one or a combination of investment pools, each of which is managed by Strategic Advisers LLC ("Strategic Advisers"), a Fidelity Investments company that provides investment advisory services to Fidelity Charitable.

Copyright policy and trademarks

Persons and entities may not suggest that Fidelity Charitable endorses, sponsors or is affiliated with any non-Fidelity Charitable website, entity, service, or product. Account Holders wishing to describe the charitable purpose of their individual Giving Account and/or the programs and services of Fidelity Charitable should state that the Giving Account is a donor-advised fund at Fidelity Charitable, an independent public charity, and submit such reference to Fidelity Charitable for review and written approval by an authorized representative. Account Holders, other individuals or entities may not use any Fidelity Charitable service mark without the express written consent of an authorized representative of Fidelity Charitable.

¹Fidelity Charitable has been recognized by the Internal Revenue Service (IRS) as a tax-exempt charitable organization that is a public charity, as described in sections 501(c)(3), 509(a)(1) and 170(b)(1)(A)(vi) of the Internal Revenue Code ("the Code") of 1986, as amended. Fidelity Charitable is governed by an independent Board of Trustees under a Declaration of Trust, and all activities of Fidelity Charitable are subject to the Trustees' discretion, directly or through staff or other agents, pursuant to the Declaration of Trust and these Guidelines.

²These Guidelines provide information that is general and educational in nature. It is not intended to be and should not be construed as legal or tax advice. Fidelity Charitable does not provide legal or tax advice. In compliance with IRS requirements, any information contained herein is not intended or written to be used, and cannot be used, for the purpose of avoiding tax penalties under the Internal Revenue Code. Content provided relates to taxation at the federal level only. Availability of certain federal income tax deductions may depend on whether you itemize deductions. Rules and regulations regarding deductions for charitable giving vary at the state level, and laws of a specific state or laws relevant to a particular situation may affect the applicability, accuracy, or completeness of the information provided. Charitable contributions of capital gain property held for more than one year are usually deductible at fair market value. Deductions for capital gain property held for one year or less are usually limited to cost basis or fair market value, whichever is less. Consult an attorney or tax advisor regarding your specific situation.

ESTABLISHING A GIVING ACCOUNT

Eligibility to establish a Giving Account

Individuals,³ corporations and other business entities, trusts and estates⁴ are all eligible to establish a Giving Account. However, nonprofits and tax-exempt organizations, including charities exempt under section 501(c)(3) of the Internal Revenue Code, are not eligible to establish a Giving Account.

To establish a Giving Account

Individuals or trusts and estates may establish an individual Giving Account by completing a Donor Application and making an initial irrevocable contribution to Fidelity Charitable. For organizational Giving Accounts (other than Corporate Giving Accounts), the minimum initial contribution is \$25,000. For "Corporate" Giving Accounts (company-established organizational Giving Accounts for corporate philanthropy), the minimum is \$100,000.

Applications may be completed online at [FidelityCharitable.org](https://www.FidelityCharitable.org). They may also be mailed or faxed to us. Applications for corporations or other business entities must be either mailed or faxed to us. Once the Giving Account is established, Account Holders may make additional contributions at any time, subject to approval by the Trustees.

To name a Giving Account

As part of the Giving Account establishment process, Account Holders are asked to name the Giving Account (e.g., "The Smith Family Charitable Fund"). Fidelity Charitable reserves the right not to approve a name for a Giving Account.

To name a Primary Account Holder

The Primary Account Holder on an individual Giving Account is the individual who has primary responsibility for the relationship with Fidelity Charitable. All Giving Account correspondence, with the exception of confirmations related to contributions made by Additional Account Holders and/or third-party contributors, will be sent to the Primary Account Holder at the Primary Account Holder's address (or email address, if requested) of record. Generally, Fidelity Charitable requires an individual to be named as the Primary Account Holder. The authorized representative of a trust or estate may be named as the Primary Account Holder.

³Minors may be named as Additional Account Holders (not Primary Account Holders) on Giving Accounts only where the minor's legal guardian (1) is the Primary Account Holder on the same Giving Account and (2) authorizes all transactions initiated by the minor, until the legal guardian establishes that the minor has reached the age of majority in the minor's state of residence.

⁴Individual Giving Accounts may be established by trusts and/or estates. An individual must be named as the Primary Account Holder on the Giving Account and, therefore, an individual's Social Security number will be required. Trusts and/or estates making charitable contributions to Fidelity Charitable will receive a tax receipt as required.

To name Additional Account Holders

Primary Account Holders on individual Giving Accounts may name up to three other persons in addition to the Primary Account Holder on a Giving Account (“Additional Account Holders”). Each Additional Account Holder will have full and equal privileges to recommend grants, to recommend changes to pool allocations, to name and remove successors to the Giving Account, and to name and remove Additional Account Holders. Account Holders being added or removed must provide written consent to their addition or removal. Additional Account Holders will receive confirmations of their individual contributions to Fidelity Charitable only for tax purposes. Additional Account Holders will not receive grant confirmations, even if they are the Account Holder(s) recommending the grant.

Organizational Giving Accounts

Organizational Giving Accounts are available for those situations where it is more desirable to have a non-individual Primary Account Holder (e.g., the trustees of a trust in their representative capacity). An officer authorized to act on behalf of the organization must provide a Primary Giving Account Contact, and may provide one or more additional Giving Account Contacts, who are authorized to transact business with Fidelity Charitable in the name of this organization. All Giving Account correspondence for an organizational Giving Account, with the exception of confirmations related to contributions made by third-party contributors, will be sent to the Primary Giving Account Contact at the Primary Giving Account Contact’s address (or email address, if requested) of record.

To modify Account Holder’s information

Any individual Account Holder may add or modify any other Account Holder’s contact information, or revoke another Account Holder’s privileges, at any time via the Giving Account Change Form. Account Holders being added or removed must provide written consent to their addition or removal.

To authorize Giving Account access

Account Holders may authorize Fidelity Charitable to provide professional advisors (such as financial advisors, CPAs, or attorneys) or other third-party individuals (such as a family member or an assistant) with access to their Giving Account. Account Holders may provide one of two levels of access—Non-Transactional or Transactional Access. Account Holders may choose to provide access to more than one advisor or third party. Access will terminate upon the death of the last remaining Account Holder.

Firm-wide Giving Account access

With an Account Holder’s permission, Fidelity Charitable will provide Giving Account access to associates at the firm of the authorized advisor. This means both the Account Holder’s advisor and members of the advisor’s firm, designated by an authorized representative of the firm, will have access to the Giving Account at the level of access chosen by the Account Holder. Access will terminate upon the death of the last remaining Account Holder.

To name a successor(s)

Individual Account Holders will be asked to recommend at least one successor for the Giving Account. This successor(s) can be an individual to assume Giving Account privileges, and/or Qualified Charitable Organizations to receive any remaining balance in the Giving Account after the death of the last remaining Account Holder. Because successor plans are implemented at the death of the last remaining Account Holder, successor options are not available for organizational Giving Accounts, including Corporate Giving Accounts, as the Account Holder is generally a legal entity with perpetual existence, and is not an individual.

If a successor is not recommended by an individual Account Holder, then upon the death of the last remaining Account Holder, any remaining balance will be granted out in accordance with the Fidelity Charitable Trustees' Initiative. For more information regarding successor options, please see the "Successor Options" section, beginning on page 22.

CONTRIBUTIONS

Donors Have No Interest In Contributions After They Are Accepted And Cannot Control The Liquidation Of Contributions

After accepting a contribution, the Trustees of Fidelity Charitable have exclusive ownership and control over the contributed asset and may liquidate any donation in the manner and at a time selected at its sole discretion. Contributions to Fidelity Charitable cannot be subject to any restriction or condition, including without limitation, as follows:

- ▶ That You or any Account Holder or donor reserves a right to control or direct the liquidation of any contributed asset.
- ▶ That the contributed assets be retained for any length of time prior to liquidation, including that the contributed assets not be liquidated immediately.
- ▶ That the contributed assets be liquidated in any particular manner or sequence.

In the event that You attempt to communicate a condition or restriction with respect to the liquidation of any contributed asset, or purport to advise Fidelity Charitable regarding any aspect of the liquidation of any non-cash contributed asset, including the timing and manner of such liquidation, You hereby acknowledge that such communication is of no effect, is not legally enforceable, and may be disregarded by Fidelity Charitable in its sole discretion without further communication or acknowledgement.

Contributions are irrevocable and subject to approval

All contributions are subject to review and approval by the Trustees. The Trustees reserve the right, in their sole discretion and for any reason, not to accept any contribution. Staff may review contributions on behalf of and at the direction of the Trustees. Please note that although Fidelity Charitable may have received and/or taken possession of a contribution, it is not accepted until deemed so by the Trustees. Fidelity Charitable performs the requisite due diligence on contributions, and may choose to decline a contribution upon completion of its due diligence. If Fidelity Charitable determines that it will not accept a contribution, the property will be returned to the donor as soon as possible. Once Fidelity Charitable accepts a contribution, it is irrevocable and is owned and controlled by the Trustees. The Trustees have exclusive legal control over all contributed assets. Contributions to Fidelity Charitable are not refundable.

Contribution process and timing

Donors should allow for sufficient time, especially at end of year, to allow for contribution acceptance. For example, it cannot be assumed that a contribution made at 11:55 p.m. on December 31 will, in fact, be accepted.

Some contributions may be made entirely online, while others require a signed Contribution Form and an attached Letter of Instruction for processing. Contact a Fidelity Charitable representative for further instructions.

Types of contributions

Fidelity Charitable accepts the following types of assets:

- *Cash equivalents*: Cash equivalents must be in U.S. dollars and delivered by check, electronic funds transfer (EFT), or wire. Checks should be made payable to the Fidelity® Charitable Gift Fund. Please also indicate the name and/or number of the Giving Account in the memo field. Fidelity Charitable will generally not accept contributions of currency or certain cash-like monetary instruments, including cashier's checks, treasurer's checks, bank checks, official checks, traveler's checks, postal money orders, money orders, or international money orders.
- *Publicly traded securities*: Mutual fund shares, stocks (including certain restricted and lock-up stock), and bonds.
- *Other property*: Non-publicly traded assets, such as shares and interests in privately held companies, certain cryptocurrency, and certain oil and gas interests, may be accepted but require a case-by-case analysis by our Complex Assets Group.

All contributions are subject to review and approval by Fidelity Charitable.

Minimum contributions

There is no minimum initial contribution to Fidelity Charitable for the establishment of a Giving Account for individuals. For organizational Giving Accounts (other than Corporate Giving Accounts), the minimum initial contribution is \$25,000. For "Corporate" Giving Accounts (company-established Giving Accounts for corporate philanthropy), the minimum is \$100,000.

Please note: Alternative minimum initial contribution requirements may be available for group charitable giving programs.

Third-party contributions

Third parties—individuals other than the Account Holders of record on the Giving Account—may make charitable contributions to Fidelity Charitable and may be eligible to take a tax deduction for their contributions. All contributions must meet the criteria outlined in these Guidelines, and be accompanied by a Contribution Form signed by the third-party contributor, to ensure allocation to the appropriate Giving Account and proper confirmation to the third party for tax-reporting purposes.

- Third-party contributors have no Giving Account privileges (including privileges to recommend investment allocation and/or grants) with respect to such contributions.
- Third-party contributors may not receive anything in exchange for or in consideration of their contribution, under IRS rules and Fidelity Charitable policies.
- Account Holders may not solicit third-party contributions on behalf of a specific charitable organization, including Fidelity Charitable, or on their own behalf, and may not guarantee to contributors that intended grant recommendations will be approved.

Contribution processing time

All contributions are subject to review and approval by Fidelity Charitable. Processing times vary for different asset types, as generally described below. Fidelity Charitable processes contributions periodically throughout the day and will liquidate contributions as quickly as possible after all the requisite paperwork has been received, and after the assets have been received in good order. During high-volume periods, processing times may take longer to complete. Contributions and contribution instructions received after 4 p.m. Eastern time or earlier market closing time ("Market Close") will not be processed until the following Business Day ("Business Day"), which is defined as each day the New York Stock Exchange ("NYSE") is open for business.

Costs associated with contributions

To the extent that an Account Holder or third party makes a contribution that results in Fidelity Charitable incurring additional costs, including but not limited to, tax consequences (including "unrelated business income tax") to Fidelity Charitable in connection with contributions of certain forms of property including partnerships or pass-through entities, other costs connected with receiving, holding, and selling contributed property, and other fees and charges, such as a fee charged by a bank for insufficient funds. Fidelity Charitable may allocate such costs to the Giving Account for which the contribution is intended. Fidelity Charitable seeks to sell contributed property promptly and will allocate the net proceeds to the Giving Account. Net proceeds are defined as gross proceeds less any costs incurred by Fidelity Charitable to complete the receipt and subsequent sale of contributed property. Fidelity Charitable will determine and allocate such costs in its sole discretion based on the information available to it. Fidelity Charitable reserves the right to set aside all or a portion of a contribution to cover potential costs to Fidelity Charitable related to that contribution until the amount of such costs are determined.

Cash equivalents

Fidelity Charitable accepts contributions of cash equivalents. Upon receiving acceptable paperwork and the contributed assets in good order, Fidelity Charitable will generally process the contribution on the Business Day the assets are received.

Electronic funds transfer (EFT)

An Account Holder may make a contribution to Fidelity Charitable using a one-time or automatic recurring EFT to transfer funds electronically from the Account Holder's bank account. Transfers are processed through the Automated Clearing House (ACH) system, and the Account Holder's bank must participate in the ACH system to use this service. For an individual Giving Account, the Account Holder's bank account must be either a personal savings account or a personal checking account. For an organizational Giving Account, Fidelity Charitable will accept contributions from an organizational account with any U.S. bank. The organizational bank account must be an account on which the Giving Account contact is authorized to act on behalf of the entity.

Fidelity Charitable does not charge a fee to use EFT, although the Account Holder's bank may charge transaction fees (see "Costs associated with contributions," above).

The minimum EFT transaction amount from an Account Holder's bank account to Fidelity Charitable is \$10 and the maximum amount is \$100,000. If an Account Holder establishes the EFT feature electronically, the Account Holder may be able to immediately contribute funds from his or her bank account to Fidelity Charitable. EFT requests entered prior to Market Close may be eligible for same-day processing. Contributions that have been made to Fidelity Charitable from a bank account by

EFT are not available for grant or investment recommendations until the funds are received by Fidelity Charitable. A confirmation will be sent to the Account Holder indicating the date the contribution was received by Fidelity Charitable.

Fidelity Charitable shall not be liable for the failure to complete an EFT transaction as instructed by the Account Holder. Please refer to the Electronic Funds Disclosure at [FidelityCharitable.org](https://www.fidelitycharitable.org) for more information about EFT, or call Fidelity Charitable to receive a paper copy.

Publicly traded securities

Account Holders may contribute publicly traded securities to Fidelity Charitable by having a broker transfer securities in deliverable form to Fidelity Charitable's Fidelity Account. Upon receiving the appropriate paperwork and the donated securities in good order, Fidelity Charitable will generally sell the securities at the earliest date possible, but reserves the right to sell at any time. The following information should serve as general guidelines:

- *Contributing to Fidelity Charitable from a Fidelity Account:* Contributions of stocks, Fidelity mutual funds and other publicly traded securities held in a Fidelity Account will generally be processed on the Business Day the instructions are received, provided the instructions are received, reviewed and approved prior to Market Close and a Letter of Authorization, signed by the donor, has been received by Fidelity Charitable. Contributions of non-Fidelity mutual funds held in a Fidelity Account may require additional processing time. In addition, fractional shares of stock positions generally cannot be contributed unless the entire brokerage position is being contributed. If a donor attempts to contribute fractional shares of a stock position without contributing the entire brokerage position, the contribution will be rounded down to the nearest whole share. If the entire brokerage position is being contributed and a fractional share is involved, additional processing time may be required. Other processing time delays may result based on tax lot and whether any positions have an "unknown" cost basis.
- *Contributing to Fidelity Charitable from an account held at a financial institution other than Fidelity:* Contributions of stock held at a financial institution other than Fidelity will generally be processed on the Business Day on which the assets are received by Fidelity Charitable, provided the assets are received in good order, reviewed and approved prior to Market Close. In addition, fractional shares of stock positions generally cannot be contributed unless the entire brokerage position is being contributed. If a donor attempts to contribute fractional shares of a stock position without contributing the entire brokerage position, the contribution will be rounded down to the nearest whole share. If the entire brokerage position is being contributed and a fractional share is involved, additional processing time may be required. Other processing time delays may result based on tax lot and whether any positions have an "unknown" cost basis. Generally, contributions of mutual funds held at a financial institution other than Fidelity require two to four weeks for processing once Fidelity Charitable has received the original Letter of Instruction, attached to the Contribution Form or the Donor Application.

Please contact a Fidelity Charitable representative for an estimated time frame for consideration and acceptance when contributing restricted stock or non-publicly traded assets (assets that are not readily liquid). For more information about the types of assets Fidelity Charitable can accept, visit [FidelityCharitable.org](https://www.fidelitycharitable.org).

From late November until the last Business Day of each calendar year, special deadlines may apply in order to ensure delivery and acceptance of securities before the December 31 tax deadline for claiming a charitable tax deduction. Written confirmations of contributions of securities received after this tax deadline will reflect the fair market value of the securities on the date and year in which they are received. Visit [FidelityCharitable.org](https://www.fidelity.com/charitable) or contact a Fidelity Charitable representative beginning each November to obtain current guidelines.

Confirmations of contributions

Fidelity Charitable will send confirmation of each contribution to the contributing party as required by law. Our confirmation will detail the security name, number of shares, proceeds from the sale of the stock, an estimated fair market value for publicly traded securities, and the number of investment pool units purchased. Confirmations should be read carefully. Any error must be reported within 60 days of receipt to Fidelity Charitable.

Primary Account Holders (and Primary Giving Account Contacts, in the case of organizational Giving Accounts) will receive notification of third-party contributions; however, such notification is not a tax receipt, and under federal income tax rules, Account Holders generally are not entitled to claim a deduction for charitable contributions made by third parties.

If Fidelity Charitable accepts a contribution of non-publicly traded assets, Fidelity Charitable will acknowledge receipt of the assets, but will not provide or agree to any valuation of such assets. If you are considering a contribution of non-publicly traded assets, you should consult your tax advisor to ensure compliance with IRS requirements, which may include obtaining a qualified independent appraisal, and reporting such valuation to the IRS on IRS Form 8283.

Contribution confirmations serve as donors' receipts. Since the IRS requires taxpayers to substantiate the charitable deductions they claim, donors should keep these confirmations with tax records for the year in which the contribution was made. Any fair market value computation reported on a confirmation is a good faith estimate on the part of Fidelity Charitable, provided as a courtesy. Donors are responsible for the value they claim as a deduction on their tax returns. Before claiming any tax deduction, donors should consult their tax advisor. For additional information, please refer to the second footnote on page 1.

Tax forms

For donors who contribute at least \$500 in publicly traded securities, Fidelity Charitable will provide as a courtesy an IRS Form 8283 showing an estimate of the fair market value of the contribution(s). However, donors are ultimately responsible for ensuring that the information they file with their tax returns, including the information on Form 8283, is complete and accurate. The IRS requires taxpayers to complete and file a Form 8283 with their federal income tax return for gifts of property (including publicly traded and other securities, as well as non-publicly traded assets) valued at \$500 or more. For additional information regarding taxpayer filing and substantiation requirements, please consult your tax advisor and refer to the second footnote on page 1.

Testamentary gifts and naming Fidelity Charitable as a beneficiary

Contributions to Fidelity Charitable can be an important part of your estate plan.

You may name Fidelity Charitable as a beneficiary of cash equivalents, securities, or other property in your will or other testamentary instrument, or as a beneficiary with respect to other non-probate property, including but not limited to:⁵

- An individual retirement account (IRA)
- A 401(k) plan
- A charitable remainder trust
- Certain charitable lead trusts
- The cash value of a life insurance policy
- A brokerage account or other account allowing designation of beneficiaries

Contributions may be made to Fidelity Charitable for allocation to an existing Giving Account or to a Giving Account established at the time of the bequest. Please contact a Fidelity Charitable representative or visit [FidelityCharitable.org](https://www.fidelity.com/charitable) for suggested language for such contributions. Giving Account establishment requirements must be satisfied. Fidelity Charitable will not accept advisory privilege designations (such as naming Account Holders, recommending grants, or naming successors) through testamentary instruments. Advisory privileges with respect to the Giving Account will generally be determined by successor elections on record with Fidelity Charitable at the time of the death of the last remaining Account Holder. You should consult your legal or tax advisor regarding how Fidelity Charitable can fit into your estate plan and how the tax rules will apply to your particular situation when setting up any testamentary gift, trust, or other deferred gift.

TAX CONSIDERATIONS

Charitable deduction

Donors are generally eligible to take an itemized deduction on the date the charitable contribution to Fidelity Charitable is made, subject to the general limitations described below. The value of the deduction will depend, in part, on the type of asset contributed. These Guidelines address only federal taxes. Rules and regulations regarding tax deductions for charitable giving vary at the state level. Also, certain additional rules or limitations may apply with respect to your tax treatment depending on your specific circumstances. Please consult your tax advisor. General deduction amounts include:

- *Cash equivalents (by check, EFT, or wire)*. The deduction is for the amount of the contribution.
- *Publicly traded securities*. For publicly traded securities held for more than one year, the donor's tax deduction will generally be the fair market value of the securities on the date the contribution is made (for this purpose, the IRS determines fair market value to be the mean of the high and low prices reported on the date the contribution is made). For mutual fund shares held for more than

⁵All contributions are subject to review and approval by the Trustees. The Trustees reserve the right, in their sole discretion and for any reason, not to accept any contribution. Any contribution that is not accepted will be returned as soon as possible.

one year, the deduction will be for the fair market value of the shares contributed, determined as of the closing price on the date the contribution is made. For securities or mutual fund shares held for one year or less, the deduction is generally limited to the lesser of the donor's cost basis or the fair market value.

- *Securities that are not publicly traded.* For contributions of securities that are not publicly traded and that have been held for more than one year, the deduction will generally be the fair market value of the securities on the date the contribution is made. (As outlined above, if Fidelity Charitable accepts a contribution of securities that are not publicly traded, Fidelity Charitable will acknowledge receipt of the securities, but will not provide or agree to any valuation of such securities.) In certain circumstances, the IRS requires donors to obtain a qualified independent appraisal. It is important to note that the appraisal value may be higher or lower than the proceeds from the sale of the asset. Please consult your tax advisor.

Other considerations

Under the Internal Revenue Code ("the Code"), deductions for charitable contributions are subject to certain "percentage limitations" that limit the deductions that can be taken to a stated percentage of adjusted gross income ("AGI") in the year the deduction is taken. (Contributions in excess of these percentage limitations may be carried forward up to five subsequent years.) Because Fidelity Charitable is a public charity, the percentage limitations that apply are generally the most favorable charitable deductions available under IRS rules.

Deductions for contributions of long-term capital gain property (such as appreciated securities held for more than one year) may be taken up to 30% of AGI. Deductions for all other contributions (including contributions of short-term capital gain property and cash equivalents) may be taken up to 60% of AGI. Your ability to take itemized deductions may be subject to certain other limitations. Please contact your tax advisor to determine your tax deductibility limits.

Tax treatment of Fidelity Charitable income and of grants made to charitable organizations

Any income that accrues to a Giving Account that is related to a contribution is income of Fidelity Charitable, not of the Account Holder's taxable estate. Therefore, the Account Holder is neither subject to tax on that income nor eligible to take further charitable contribution deductions with respect to that income. Income or loss to Fidelity Charitable will be reflected in the value of each Giving Account.

When Fidelity Charitable disburses grants to charities based on recommendations, Fidelity Charitable is granting its own assets. Accordingly, Account Holders who make grant recommendations are not eligible for additional charitable deductions for these grants. (Any charitable contribution deduction would have been available at the time of the contribution to Fidelity Charitable.) If an Account Holder receives a tax receipt from the grant recipient in connection with a grant from Fidelity Charitable, it may not be used for tax purposes.

INVESTMENT OPTIONS

Account Holders, and certain authorized advisors and third-party individuals, may recommend how funds in a Giving Account are allocated among one or a combination of available investment options. All investment allocation recommendations are subject to review and approval by the Trustees. When no investment allocation is recommended for the initial contribution at the time of

Giving Account establishment, the proceeds will be invested in the Conservative Income Pool. Once a Giving Account has been established, Fidelity Charitable requests that donors provide an investment allocation recommendation each time an additional contribution is made. If no allocation is recommended at the time an additional contribution is made to Fidelity Charitable, the proceeds will be allocated proportionately to reflect the pool allocation of the Giving Account's current balance. For a zero-balance Giving Account, if no allocation is recommended at the time of a contribution, the contribution will be allocated to the Conservative Income Pool. Account Holders may recommend the investment allocation of contributions and from which investment options grants should be disbursed.

Fidelity Charitable provides six investment approaches to match Account Holders' charitable giving objectives:

1. Asset Allocation Pools

Asset allocation investments are lifecycle or target-risk investments, offering instant diversification to multiple asset classes in a single investment using a multimanager structure, with the benefits of professional management and experienced security selection. Asset allocation pools have a mix of stocks, bonds, and short-term instruments that ranges from a more conservative and lower equity allocation mix to a more aggressive and higher equity allocation mix.

2. Single Asset Class Pools

These investment pools are for Account Holders who want a custom strategy combining pools with specific investment objectives for Giving Account balances.

3. Sustainable and Impact Investing Pools

These investment pools are for Account Holders who seek strategies that consider social and environmental factors, while also emphasizing financial returns.

4. Charitable Legacy Pool

This pool is for Account Holders seeking an "all-weather" asset allocation strategy, with exposure to both traditional and nontraditional asset classes, to consistently support charities through regular grantmaking. The objective of this strategy is to provide inflation-adjusted returns while preserving capital through various market cycles.

5. Charitable Investment Advisor Program

Account Holders with more than \$250,000 in a Giving Account are eligible to nominate their investment advisor to manage some of the assets for Fidelity Charitable. Please call Fidelity Charitable or visit FidelityCharitable.org for more information.

6. Charitable DonorFlex ProgramSM

Account Holders with more than \$5,000,000 in a Giving Account are eligible to participate in the Charitable DonorFlex ProgramSM, wherein they will have the privilege of recommending that their Giving Account be invested in specific investments, subject to Fidelity Charitable guidelines. Please call Fidelity Charitable or visit FidelityCharitable.org for more information.

Each pool is managed in keeping with the investment objectives described at FidelityCharitable.org. Any dividends paid, interest earned, or capital appreciation or depreciation by the underlying pool components will be incorporated into the pool price.

An Account Holder's investment allocation recommendations are subject to approval by the Trustees of Fidelity Charitable, and should take into account the Account Holder's charitable giving time horizons, risk tolerance, expenses, and related considerations.

For more information about current investment pool allocations and benchmarks, please call a Fidelity Charitable representative or visit [FidelityCharitable.org](https://www.FidelityCharitable.org). For information about fees, please refer to "Fees and Expenses" on pages 20–22.

POOL ALLOCATION PROCESS

Allocation of units

Fidelity Charitable seeks to sell contributed property promptly and allocate the net proceeds of the sale to the Giving Account once they are received. Contributions of cash equivalents are allocated to the Giving Account generally within one Business Day of receipt. Securities traded on an exchange are allocated to the Giving Account upon settlement (generally up to three Business Days after the sale of the security). Contributions of other property are allocated to the Giving Account when net proceeds are received from the sale of the property and Fidelity Charitable has been reimbursed for applicable expenses.

Once the Giving Account has allocated the net proceeds, Fidelity Charitable will purchase the appropriate number of investment pool units. Investment pool units are issued at the next-determined value on the Business Day Fidelity Charitable receives the proceeds from the sale of contributed property. The value of a unit at the end of each Business Day is determined by dividing the value of each Fidelity Charitable pool by the number of units outstanding from that pool. The unit value for each pool for the prior Business Day is available by visiting [FidelityCharitable.org](https://www.FidelityCharitable.org) or calling a Fidelity Charitable representative.

Cash equivalents (by check or wire)

Fidelity Charitable will allocate to the Giving Account the number of investment pool units equal in value to the cash-equivalent contribution, less any expenses incurred by Fidelity Charitable in funding the Giving Account.

Securities

Fidelity Charitable will allocate to the Giving Account the number of investment pool units equal in value to the net proceeds from the sale of the contributed securities. Net proceeds are defined as gross proceeds less brokerage commissions and any other fees (e.g., unrelated business income tax) incurred by Fidelity Charitable. Please see page 22 for the brokerage commission schedule. The amount and timing of the Account Holder's charitable contribution deduction are determined under separate rules. Therefore, the net proceeds and the corresponding value of units allocated to the Giving Account may differ from the charitable deduction allowed or taken.

Other property

For non-publicly traded assets, Fidelity Charitable will allocate to the Giving Account the number of investment pool units equal in value to the net proceeds received by Fidelity Charitable from the sale of the contributed asset(s). Net proceeds are defined as gross proceeds less any costs incurred by Fidelity Charitable to acquire, carry and/or sell the donated asset (e.g., legal due diligence; accounting; tax calculation fees; federal or state unrelated business income tax, as

applicable; or valuation costs). Please visit FidelityCharitable.org for more information. The value of the donor's charitable contribution deduction is determined under separate rules and, therefore, the net proceeds and the corresponding value of units allocated to the Giving Account may differ from the charitable deduction allowed or taken.

Allocation of income and value of a Giving Account

Income earned by Fidelity Charitable includes interest, dividends, and other investment income, including capital gains distributions from investments in mutual funds, in excess of the operating expenses of Fidelity Charitable. Each pool will be allocated its pro rata share of daily income realized by Fidelity Charitable, which will be reflected in the unit value of that pool. The value of each Giving Account will be the number of units of each pool attributable to that account, multiplied by the unit's current value. The value of a unit for each pool will include realized and unrealized capital gains or losses on the pool's portfolio investments, as well as undistributed income attributable to that pool.

Pool exchanges

Account Holders and certain authorized advisors or third-party individuals may recommend changes to pool allocations five times per calendar month. Recommendations made after Market Close, if approved, will generally be performed the following Business Day.

GRANTMAKING

Recommending a grant

Account Holders and certain authorized advisors or third-party individuals have grant recommendation privileges. Grants may be recommended to Qualified Charitable Organizations.⁶ Recommendations may be made online, by phone, or by submitting a completed Grant Recommendation Form. Grant recommendations are not binding, and are subject to review and approval by the Trustees in their sole discretion. The Trustees have adopted procedures and safeguards with respect to grantmaking to ensure that funds are used exclusively in furtherance of charitable purposes.

If the grant recommendation is not approved, Fidelity Charitable will notify the Primary Account Holder (or Primary Giving Account Contact, in the case of an organizational Giving Account).

Eligible grant recipients: Qualified Charitable Organizations

Grants can be made only to Qualified Charitable Organizations. These are organizations that are either:

- tax-exempt under section 501(c)(3) of the Code and classified as public charities under section 509(a)(1), (a)(2), or (a)(3) of the Code (except certain supporting organizations);
- classified as private operating foundations under section 4942(j)(3) of the Code; or
- units of government described in section 170(c)(1) of the Code.

⁶Qualified charitable organizations are those described in section 170(b)(1)(A) of the Code, including qualified religious, educational, hospital or medical research, governmental, and publicly supported charitable organizations ("public charities") other than non-functionally integrated Type III supporting organizations.

Qualified Charitable Organizations include the full range of charitable organizations, including scientific, religious, environmental, and arts and cultural organizations.

Ineligible grant recipients

Non-charitable organizations: Non-charitable organizations, such as tax-exempt organizations described in section 501(c) other than 501(c)(3), or for-profit companies, are not eligible to receive grants from Fidelity Charitable.

Private foundations: Private foundations are not eligible to receive grants from Fidelity Charitable (except for those in a special classification of foundations—private operating foundation—as noted above).

Non-functionally Integrated Type III Supporting Organizations: Type III supporting organizations that are not “functionally integrated” are not eligible to receive grants from Fidelity Charitable. Supporting organizations are public charities described in sections 501(c)(3) and 509(a)(3) of the Code, which are organized and operated exclusively for the benefit of specified public charities. Supporting organizations are public charities specifically defined by the type of relationship they have with their publicly supported organizations. Section 4943(f)(5)(A) of the Code describes “Type III” supporting organizations. Type III supporting organizations that are “not functionally integrated” are those other than Type III supporting organizations described in section 4943(f)(5)(B) of the Code.

Governmental instrumentalities: Government-related organizations that do not qualify as units of government described in section 170(c)(1) are not eligible to receive grants from Fidelity Charitable.

Testing for public safety organizations: Testing for public safety organizations described in section 509(a)(4) of the Code are not eligible to receive grants from Fidelity Charitable.

Non-U.S. charities: Fidelity Charitable does not generally make grants to non-U.S. charitable organizations (organizations not formed under the laws of the United States and its territories). Donors in the Private Donor Group or Corporate Giving Accounts should contact their relationship manager for more information.

Fidelity Charitable may, however, make grants to U.S. public charities that carry on or provide funding for charitable activities outside the United States. As with all grant recommendations, these grants are subject to review and approval by the Trustees in their sole discretion. The Trustees have adopted procedures and safeguards with respect to grantmaking to ensure that funds are used exclusively in furtherance of charitable purposes. With respect to grant recommendations to U.S. public charities that undertake to fund non-U.S. charitable activities, Fidelity Charitable must verify the U.S. public charity. Such grant recommendations are subject to the policies of the recipient U.S. public charity, including any additional fees and grant minimums that may apply.

Grant guidelines

Fidelity Charitable approves only those grants that are used exclusively in furtherance of charitable purposes. In accordance with that policy, Fidelity Charitable reserves the right to perform additional due diligence and to decline to make a recommended grant to a charitable organization, including, without limitation:

1. when the grant will confer a more than incidental benefit on an Account Holder, other person with grant recommendation privileges, or other third party;

2. when the grant will be used for lobbying, for political contributions, or to support political campaign activities;
3. when the grant will be used for improper purposes;
4. when the Account Holder and related persons control the organization;
5. when Fidelity Charitable provides a substantial portion of the organization's public support;
6. when the organization's governing board is composed entirely of related parties, or consists of fewer than three individuals; and
7. for other reasons in accordance with Fidelity Charitable policies.

Remedial actions may include but are not limited to requiring that the grant be returned or that the Account Holder make an additional nondeductible contribution.

More than incidental benefit and financial obligations ("enforceable pledges")

Fidelity Charitable makes grants *exclusively* for charitable purposes. Grants cannot be made that provide "more than incidental benefits" to a donor, other Account Holders, their families, or other third parties. Mere donor recognition, however, is generally permissible in return for a grant recommendation.

Examples of benefits that may be considered more than incidental include:

- The purchase of a ticket to attend a charitable event, or to cover the tax-deductible portion of a ticket to a charitable event. Donors must pay out of pocket for the full cost to attend an event.
- Goods or services provided by the grant recipient charity, unless the items are deemed by the charity to be of de minimis value according to IRS rules, such as a logo-bearing keychain, coffee mug, or calendar.
- Raffle tickets or goods or services bought at a charitable auction.
- Membership benefits if any portion of the membership fee is *not* tax deductible (unless the Account Holder waives all benefits).
- Benefits in connection with athletic funds (such as when the Account Holder is eligible to receive benefits like preferred seating at sporting events). The full price required to receive these benefits must be paid out of pocket and separately from any Fidelity Charitable grants.
- A grant that would relieve an Account Holder or related party from a legally binding financial obligation, such as an enforceable pledge. An Account Holder may, however, recommend a grant in support of an intention (pledge) that is not legally binding.
- Support for an Account Holder's own fundraising commitment, such as a walk, bike ride, or run, unless the full obligation has been satisfied.
- School tuition and other required fees, such as enrollment fees and deposits. This includes fundraising obligations set by the school that will be billed as tuition if not met.
- Scholarships when the Account Holder and/or related persons have sole or majority discretion regarding the recipients.

Other grants will not be made when:

- The grant will be used for lobbying, for political contributions, or to support political campaign activities.
- The grant will be used for other improper purposes.
- For other reasons, in accordance with Fidelity Charitable policies.

While every effort will be made to approve recommended grants, please be advised that our Trustees have the right to decline any grant recommendation.

Special purpose designation

An Account Holder may recommend that a grant be used by the charitable organization for a "special purpose," such as a building fund, research project, or in honor of a person. Fidelity Charitable will review the grant recommendation, including the special purpose, and, if approved, will convey to the charitable organization the recommended special purpose. Fidelity Charitable reserves the right to modify the special purpose as Fidelity Charitable deems necessary.

Donor acknowledgment and anonymous grants

When recommending a grant, an Account Holder may generally choose:

1. to be identified by name and address, and Giving Account name (e.g., "The Smith Family Charitable Fund") to the recipient charity;
2. to be identified only by the name of the Giving Account; or
3. to remain anonymous and to not be identified, in which case the grant will be identified as recommended by a Fidelity Charitable Account Holder who wishes to remain anonymous.

Fidelity Charitable may in its judgment choose to limit anonymity. However, Fidelity Charitable will not release the Account Holder's name and contact information to any recipient charity without the Account Holder's explicit consent.

Allocating grants from investment pools

An Account Holder may recommend the investment pool(s) from which a grant should be disbursed (in whole dollars), recommend that a grant be disbursed from the Money Market Pool first and then proportionately from all remaining pools with a balance, or recommend that a grant be disbursed proportionately from current pool allocations. If the grant recommendation is approved, Fidelity Charitable will redeem the appropriate number of units from the pool(s) recommended, based on the next-determined unit value after the grant is approved. Fidelity Charitable will then distribute the funds to the recommended organization. If the Account Holder does not recommend a pool(s) from which a grant should be disbursed, Fidelity Charitable will disburse the grant from the Money Market Pool first and then proportionately from all remaining pools with a balance.

Number of grants

Fidelity Charitable allows unlimited grants from a Giving Account.

Minimum grant amounts

Fidelity Charitable will consider grant recommendations of \$50 or more or for the balance of the Giving Account, whichever is less. Grants must be recommended in increments of \$5 or \$18, as this last number has cultural significance for some

donors. If the amount of a grant recommendation exceeds the balance of the investment pool(s) from which the Account Holder recommended the grant be disbursed, Fidelity Charitable will disburse the grant proportionately from the remaining investment pools with sufficient funds to fulfill the remaining amount of the grant. If the amount of a grant recommendation exceeds the total Giving Account balance, Fidelity Charitable will ask the Account Holder to recommend a grant in a different amount or make an additional contribution.

Minimum Fidelity Charitable grant activity

Historically, Fidelity Charitable has made grants of about 20% of average net total assets to charities each year. Fidelity Charitable policy requires that minimum annual grants, on an overall basis, be greater than 5% of average net assets on a fiscal five-year rolling basis. If this requirement is not met in a fiscal year, Fidelity Charitable will ask for grant recommendations from Giving Accounts that have not had grant activity of at least 5% of the Giving Account's average net assets over the same five-year period. If Account Holders on these Giving Accounts do not make grant recommendations within 60 days, Fidelity Charitable will grant the required amounts out in accordance with the Fidelity Charitable Trustees' Initiative (described on page 27), in its sole discretion.

Minimum Giving Account grant activity

Active charitable grantmaking is required for every Giving Account. If no grants are distributed from a Giving Account for one year, Fidelity Charitable will make every effort to contact the Account Holder to encourage grant recommendations from the Giving Account.

After two years in which no grants are distributed from a Giving Account, Fidelity Charitable will make grants from the Giving Account to Qualified Charitable Organizations approved by the Trustees of Fidelity Charitable.

Timing of grant distribution

Fidelity Charitable reviews grants every Business Day upon receipt of an Account Holder's recommendation. If approved by the Trustees, Fidelity Charitable will make the grant as soon as possible, generally within 10 Business Days. If a grant recommendation is to a charity not previously reviewed and verified by Fidelity Charitable, particularly to certain supporting organizations described in sections 501(c)(3) and 509(a)(3) of the Code, it will require additional due diligence and will often take longer to review. Pool unit values may fluctuate between the time of the recommendation and the grant's actual distribution.

Grants and grant confirmations

Grants are made by Fidelity Charitable and are accompanied by a letter, or detailed spreadsheet, recognizing the Giving Account name unless anonymity is requested. Account Holders may alternatively request that their name and address be included along with the Giving Account name. Grant checks and accompanying transmittal letters are mailed via the United States Postal Service to the legal address of the charitable organization. Account Holders may not deliver Fidelity Charitable grant checks to charitable organizations directly. After each grant is processed, the Primary Account Holder (or Primary Giving Account Contact, in the case of an organizational Giving Account) will receive a confirmation from Fidelity Charitable. If anonymity is not requested, Account Holders (or Giving Account Contacts) may also receive acknowledgments directly from recipient charities, if they choose to send them. Account

Holders are not, however, eligible for additional charitable deductions for these grants, because the grant is made by Fidelity Charitable, and the Account Holder's charitable deduction opportunity was at the time of the contribution to Fidelity Charitable.

Gift4Giving® Program— an eGift

Account Holders may dedicate a portion of their Giving Accounts to an eGift known as a Gift4Giving®. A Gift4Giving eGift allows individuals appointed by Account Holders ("Gift4Giving recipients" or "recipients") to recommend grants to eligible charitable organizations of their choice. Gift4Giving is an eGift; therefore, Fidelity Charitable will send a Gift4Giving to recipients only by email. Grants from a Gift4Giving eGift must be recommended online. A recipient accesses a Gift4Giving eGift through a hyperlink in the email sent to the recipient. A Gift4Giving eGift is neither transferable nor redeemable for cash, and does not convey to the Gift4Giving recipient goods or services.

An Account Holder may designate a minimum of \$50, and up to the maximum of \$10,000 (in increments of \$50), from his or her Giving Account to a Gift4Giving eGift. When an Account Holder requests that Fidelity Charitable send a Gift4Giving eGift to a recipient, the dollar amount of the Gift4Giving is allocated to an account separate from the Account Holder's Giving Account and invested in a cash pool available only for Gift4Giving accounts. The recipient has no access to the Account Holder's Giving Account. Account Holders will be able to view transaction information—such as when the Gift4Giving eGift was emailed, if it has been used for charitable grants, or if it has expired—in their Giving Account History. Account Holders will not have access to, or receive any information about, the charity or charities recommended by the recipient.

Gift4Giving eGift expiration

Each Gift4Giving eGift expires 180 days after the Gift4Giving is created by the Account Holder. At expiration, amounts remaining in a Gift4Giving account will be credited back to the Account Holder's Giving Account and into the current pools selected.⁷ If the Account Holder has passed away and there are no other living Account Holders, the balance in the Gift4Giving will be transferred according to the Account Holder's successor elections, if applicable, or will be granted out in accordance with the Fidelity Charitable Trustees' Initiative if no successors were elected by the Account Holder.

Termination of Gift4Giving relationship

Once the Gift4Giving eGift has expired, the Gift4Giving recipient's relationship with Fidelity Charitable shall terminate, and the recipient shall have no additional privileges or rights with respect to Fidelity Charitable or any of its assets or programs.

Recommending grants from a Gift4Giving eGift

A Gift4Giving eGift recipient has the privilege of recommending that Fidelity Charitable distribute a portion of its assets to the 501(c)(3) public charities of his or her choice.⁸

⁷Fidelity Charitable may close investment pools from time to time. Any Gift4Giving expirations that originated from a closed pool will be automatically allocated to the then-available pool that most closely aligns with the closed pool's investment strategy. Currently available investment pools are described in the Investment Options section of these Guidelines.

⁸While grantmaking guidelines are generally applicable to the Gift4Giving eGift Program, other restrictions apply as well. Certain types of supporting organizations and religious organizations that have not previously undergone due diligence by Fidelity Charitable are not eligible Gift4Giving grant recipients, and Gift4Giving recipients are limited when recommending a special purpose for the grant.

A Gift4Giving recipient has recommending privileges only with respect to the amount of the Gift4Giving eGift received by him or her.

Grants will be made only to qualified charitable organizations. Grants must be recommended online by following the hyperlink in the Gift4Giving email. Gift4Giving grants will be made only in increments of \$50. The Gift4Giving recipient may recommend multiple grants to qualified charities from one Gift4Giving eGift, provided the amount of the Gift4Giving is sufficient.

As with all Fidelity Charitable grants, grants to qualified charitable organizations from a Gift4Giving account must comply with our grant guidelines, as further described in these Guidelines. If a grant recommendation is not approved, Fidelity Charitable will notify the recipient by email. The recipient may recommend an alternative grant at any time until the time the Gift4Giving eGift expires.

Gift4Giving recipients are not eligible to take income tax charitable deductions for grants from a Gift4Giving account, because the grant is made by Fidelity Charitable.

Minimum Gift4Giving grant amount

Fidelity Charitable will consider grant recommendations of \$50 or more. If the amount of a grant recommendation exceeds the total Gift4Giving account balance, Fidelity Charitable will notify the recipient by email.

Misplaced or deleted Gift4Giving emails

A Gift4Giving can be sent to recipients only by email at the email address provided by the Account Holder. Fidelity Charitable is not responsible for Gift4Giving emails that are misdirected, misplaced, lost, or stolen. Fidelity Charitable will not replace any portion of a Gift4Giving balance sent to one or more qualified charities at the recommendation of a person other than the intended Gift4Giving recipient. If a Gift4Giving recipient deletes the email sent by Fidelity Charitable, the recipient must contact the Account Holder directly to request to have the Gift4Giving email resent.

RECORDKEEPING AND REPORTING

Confirmations of Giving Account activity

Fidelity Charitable will provide the Primary Account Holder (or Primary Giving Account Contact, for an organizational Giving Account) with confirmations of all Giving Account transactions, generally within five Business Days of processing. During peak contribution and grant distribution periods (generally December, January, and June), it may require up to 10 Business Days to process and mail Giving Account activity confirmations. Account Holders can download and print contribution (including grant checks and transmittal letters to the end charity) and other selected Giving Account transactions online, with the exception of grant transmittal letters generated by grants sent via electronic funds transfer.

Financial reports

Fidelity Charitable will provide any other financial reports or information required by law, as well as quarterly statements, quarterly pool performance reports, and an annual report. Statements should be read carefully. Any error must be reported to Fidelity Charitable within 60 days of receipt.

Account Holders can sign up for electronic delivery of statements, activity confirmations, and other communications at [FidelityCharitable.org](https://www.FidelityCharitable.org).

FEES AND EXPENSES

General operating expenses

Each individual Giving Account is assessed an annual administrative fee of 0.60% of Giving Account assets or \$100, whichever is greater. Each organizational Giving Account is assessed an annual administrative fee of 0.60% of Giving Account assets or \$500, whichever is greater; Corporate Giving Accounts are also assessed an additional annual administrative fee of \$10,000. Additional fees may apply for additional programs, services, or investment options.

The administrative fee of 0.60% is charged to the investment pool on a daily basis and affects the net asset value of the Giving Account pool holdings. Giving Accounts for which the 0.60% administrative fee is less than \$100⁹ for a given fiscal year will be assessed the difference between \$100 and that 0.60% fee.¹⁰ Such charges take place at the end of the fiscal year¹¹ and are prorated for Giving Accounts funded during the course of the fiscal year.

While Giving Accounts that are funded with cash or publicly traded securities are charged the administrative fee to the investment pool on a daily basis, Fidelity Charitable reserves the right to charge Giving Accounts funded with non–publicly traded (or “complex”) assets the minimum annual administrative fee, even though the Giving Account balance is not invested in one or more of the investment pools. The fee structure, minimums and annual credits are the same, with the fee generally being calculated on the average of (i) the value of the asset at the time of the contribution and (ii) the value of the asset at the time of the sale of the asset. Please visit [FidelityCharitable.org](https://www.FidelityCharitable.org) for additional fee information.

Giving Accounts with assets in excess of \$500,000 are eligible for a reduced fee (see pricing schedules featured below), and receive a quarterly credit for the difference between that fee and the 0.60% administrative fee initially charged.¹² Credits are allocated to eligible Giving Accounts at the end of each quarter and are net of any fees previously waived or reimbursed to any pool(s) during the quarter. Giving Accounts with zero balances as of the end of a given quarter will be ineligible for that quarter’s tier price credits.

Fee schedules

Fidelity Charitable uses two fee schedules based on Giving Account balances—**tiered (below \$5,000,000)** and **flat (\$5,000,000 and above)**.¹³ These fee schedules are mutually exclusive.

⁹\$500 for an organizational Giving Account.

¹⁰Fidelity Charitable may elect not to assess the difference between the 0.60% fee and \$100 if it results in a charge of less than \$10.

¹¹Fidelity Charitable has a fiscal year ending June 30.

¹²Fidelity Charitable may elect not to apply tier price credits of less than \$10.

¹³Alternative fee schedules may be available for a Giving Account with a balance of \$5,000,000 and above or in instances where a Giving Account is established through certain entities (such as corporations and associations) that assist Fidelity Charitable in its fundraising and/or servicing, based on the entity’s overall relationship with Fidelity Charitable.

Tiered fee schedule

The tiered fee schedule is applied to Giving Accounts with balances below \$5,000,000. When applied, this schedule results in a weighted average of the basis points associated with each asset tier.

AVERAGE GIVING ACCOUNT BALANCE	FEE (BASIS POINTS)
First \$500,000	60 basis points
Next \$500,000	30 basis points
Next \$1,500,000	20 basis points
Next \$2,499,999	15 basis points

Flat fee schedule

The flat fee schedule is applied to Giving Accounts with balances of \$5,000,000 and above. There is no weighted average with the flat fee schedule. Additional tiers are available; please call for details.

AVERAGE GIVING ACCOUNT BALANCE	FEE (BASIS POINTS)
\$5,000,000 up to \$9,999,999	19 basis points
\$10,000,000 up to \$19,999,999	17 basis points
\$20,000,000 up to \$34,999,999	15.5 basis points
\$35,000,000 up to \$49,999,999	13.5 basis points
\$50,000,000 up to \$74,999,999	12 basis points
\$75,000,000 up to \$99,999,999	11.5 basis points
\$100,000,000+	Please call

Trading and liquidation fees

Commissions and other fees incurred by Fidelity Charitable in connection with contributed property will reduce the net proceeds credited to the Giving Account. With respect to contributions of publicly traded securities, commissions are charged according to the following schedule:

Brokerage Commission Schedule¹⁴

1.2¢	per share
1.7¢	for each share of large block orders or thinly traded securities

¹⁴This schedule may not apply to restricted, foreign, or closely held securities.

Investment expenses

Each investment pool invests in mutual funds that are subject to varying operating and management expenses. These expenses affect the daily net asset values of the mutual funds within the pools, and they are not charged separately to Giving Accounts. Operating and management expenses of these mutual funds are subject to variations. Fidelity Charitable does not pay a sales load on purchases of mutual fund shares in the pools, because these purchases either qualify for a load waiver or the applicable mutual fund does not charge a sales load.

To view the estimated total annualized mutual fund expenses for each investment pool, please visit:

<https://www.fidelitycharitable.org/giving-account/investment-options/pool-performance.html>.

SUCCESSOR OPTIONS

Fidelity Charitable offers three distinct successor options to allow individual Account Holders to continue their charitable legacies beyond their lifetimes—Individual Successor(s), Charitable Organization Successor(s), and the Endowed Giving Program. Individual Account Holders can elect one successor option or any combination of the three. Because successor plans are implemented at the death of the last remaining Account Holder, successor options are not available for organizational Giving Accounts, including Corporate Giving Accounts, as the Account Holder is generally a legal entity with perpetual existence, and is not an individual.

Fidelity Charitable recommends that Account Holders regularly review successor information to ensure that it remains consistent with their wishes and to verify that contact information is still current. Successor election(s) and recommendations can be changed by any Account Holder at any time before the death of the last remaining Account Holder.

If no successor election is made, upon notification of the death of the last remaining Account Holder, the balance will be granted out in accordance with the Fidelity Charitable Trustees' Initiative, described on page 27.

Please note: Account Holders must recommend successors directly to Fidelity Charitable during their lifetime. Account Holders may not do so through any testamentary instrument, including through their will or instructions to an executor, and Account Holders may not name their estate as a successor. Further, in accordance with the Fidelity Charitable Privacy Policy, no unauthorized party, including an executor, may access or receive a deceased Account Holder's personal information or transaction history with respect to the Account Holder's Giving Account.

The following pages provide detailed information about both the Individual and Charitable Organization successor options and an in-depth outline of the Endowed Giving Program.

Option 1: Naming an Individual Successor

Account Holders may name one or more individual(s) who will assume all Giving Account privileges (such as making grant recommendations) upon the death of the last remaining Account Holder. Subsequently, upon assuming Giving Account privileges, the successor(s) may name their own successor(s) on a newly opened Giving Account, essentially passing a charitable legacy from one generation to the next.

Account Holders may name any individual(s), including a spouse, child, other descendant, heir, or representative. If the Giving Account has multiple Account Holders, succession applies only after the death of all the Account Holders. Therefore, if one Account Holder dies, the remaining Account Holder(s) retains all privileges to recommend grants and name successors. Upon the last remaining Account Holder's death, the Trustees must be provided with written notification and proof of the Account Holder's death. A new Giving Account will be established for each individual named as a successor. In accordance with the Fidelity Charitable Privacy Policy, individual successors may not access or receive a deceased Account Holder's personal information or transaction history with respect to the Account Holder's Giving Account.

If an Account Holder has named multiple successors, the new Giving Accounts will be funded equally from the remaining Giving Account balance at death unless otherwise specified. Upon assuming Giving Account privileges, the successor(s) will be asked to recommend his or her own successors. As an alternative to establishing a new Giving Account, successors may recommend grants equal to the allocated balance within 90 days. If a successor fails to respond to the notification within 90 days, the balance will be granted out in accordance with the Fidelity Charitable Trustees' Initiative. If the successor(s) is a minor, Fidelity Charitable will require that the grant recommendations be made in conjunction with a legal guardian.

Option 2: Recommending a Charitable Organization Successor

Account Holders can recommend one or more Qualified Charitable Organizations to receive the assets of the Giving Account. Upon the death of the last remaining Account Holder, and subject to approval by Fidelity Charitable, any eligible grant recipient organization(s) will receive the remaining Giving Account balance. If an organization is not an eligible grant recipient, the Giving Account balance will be reallocated among the eligible grant recipients.

When Account Holders recommend one or more Qualified Charitable Organizations as successors, the recommended organizations are subject to review and approval by the Trustees. Once Fidelity Charitable is notified of the death of the last remaining Account Holder, the recommended organization(s) will receive the balance of the Giving Account, provided the organization(s) continues to be an eligible grant recipient. If, at the time of death of the last remaining Account Holder, the organization is no longer an eligible grant recipient, the portion of the Giving Account designated for that organization will be distributed proportionately among any other qualified successors, or, if no other successor is named, will be granted out in accordance with the Fidelity Charitable Trustees' Initiative.

Option 3: Recommending the Endowed Giving Program

The Endowed Giving Program supports those Account Holders interested in structuring an enduring charitable giving plan. The program provides for recurring grants to charitable organizations after the death of the last remaining Account Holder. The Endowed Giving Program also provides flexibility, allowing Account Holders to recommend up to six Qualified Charitable Organizations for recurring grants.

Endowed Giving Program eligibility

Giving Accounts with balances of at least \$100,000 at the time of Activation are eligible to participate in the Endowed Giving Program. For more information, see “Minimum balance for Endowed Giving Program” below.

Activation

The Endowed Giving Program will begin upon the death of the last remaining Account Holder (“Activation”).

Naming the Endowed Giving Program

Account Holders may elect to keep the current name of the Giving Account or to change the name upon Activation of the Endowed Giving Program. Fidelity Charitable reserves the right not to approve a name for an Endowed Giving Program Giving Account.

Authorized interested parties

Upon Activation, Fidelity Charitable will terminate Giving Account access to all authorized interested parties on the Giving Account.

Endowed Giving Program grant recipients

Changing Endowed Giving Program grant recipients

Prior to Activation, all Account Holders have full and equal privileges to modify the successor plan and/or terms of the Endowed Giving Program (one time per year). Prior to choosing the Endowed Giving Program as a successor option, it is important that Account Holders discuss their plans with all other Account Holders. Upon Activation, the instructions provided by the Account Holder who elected the Endowed Giving Program successor option cannot be changed.

Choosing Endowed Giving Program grant recipients

Account Holders have the privilege of recommending up to six Qualified Charitable Organizations to receive recurring grants of a percentage of the remaining Giving Account balance upon Activation.

Endowed Giving Program grant recipient eligibility

Upon receipt of the Endowed Giving Program Enrollment Form, Fidelity Charitable will review the recommended Endowed Giving Program charitable grant recipients. Notification will be sent to the Primary Account Holder if any of the recommended Endowed Giving Program grant recipient organizations do not qualify to receive grants from Fidelity Charitable at the time of that review. Alternative charitable grant recipient recommendations may be made at that time. Account Holders may change the charities recommended to receive recurring grants through the Endowed Giving Program prior to Activation and one time per calendar year.

At the time of each scheduled recurring grant under the Endowed Giving Program, Fidelity Charitable will again review the grant to ensure that the charitable grant

recipient remains qualified to receive grants from Fidelity Charitable. Grantmaking guidelines described on pages 14–20 apply to all grants from Fidelity Charitable.

Endowed Giving Program distribution amounts and grant recommendations

Minimum balance for Endowed Giving Program

Upon Activation, the Giving Account must have a minimum balance of \$100,000 after other recommended successor options have been completed (including funding Giving Accounts for individual named successors as well as fulfillment of grant recommendations to individual charitable grant recipients). If the Endowed Giving Program portion of the remaining Giving Account balance, upon Activation, is below \$100,000, Fidelity Charitable reserves the right to make a one-time, lump-sum grant to all Endowed Giving Program charitable grant recipients previously recommended by the Account Holder as part of the Endowed Giving Program, in the recommended proportion.

Minimum annual grant distribution for Endowed Giving Program

The Endowed Giving Program requires a minimum total annual distribution amount of 5% of the Giving Account balance or the applicable IRS minimum percentage. If amounts distributed in a given year through the Endowed Giving Program do not meet this minimum, Fidelity Charitable will calculate and distribute the difference to the charitable grant recipients in the recommended proportion. Annual distribution calculations are based on the Giving Account balance as of December 31 of the prior calendar year.

Individual grant minimums for Endowed Giving Program

All grants are subject to the standard grant minimum requirements. Please refer to pages 17–18.

Frequency of distributions for Endowed Giving Program

Grants through the Endowed Giving Program are distributable on a recurring basis—either annually or semiannually. Grants will generally be distributed at the beginning of March and/or September. All recurring grants made through the Endowed Giving Program must be distributed in the same month.

Eligible Endowed Giving Program grant recipients

Upon Activation, and at the time of each scheduled grant, Fidelity Charitable will review grant recipients to verify eligibility. If an organization is ineligible to receive a grant from Fidelity Charitable, pursuant to the grantmaking guidelines, the portion of the Giving Account balance designated for that grant recipient will be distributed to the remaining Qualified Charitable Organizations in the recommended proportions.

If only one organization is named in the Endowed Giving Program, Fidelity Charitable will distribute the grant, at the Account Holder's recommendation, to an alternative qualified charity successor (as named in the Endowed Giving Program Enrollment Form) or the balance will be granted out in accordance with the Fidelity Charitable Trustees' Initiative (see page 27).

In the event of changes in legal organization, status, or programs with respect to any proposed grant recipient, Fidelity Charitable will determine, in its sole discretion, whether and how grants under the Endowed Giving Program should be made.

Anonymous Endowed Giving Program grants

The Endowed Giving Program permits anonymous grants subject to the grantmaking guidelines beginning on page 14. Account Holders can decide to which charities they wish to remain anonymous and to which charities they wish to disclose their identity. Specifically, when an anonymous grant is made through the Endowed

Giving Program, it will be identified as recommended by a Fidelity Charitable donor who wished to remain anonymous.

Endowed Giving Program grant guidelines

Grants under the Endowed Giving Program must comply with all Fidelity Charitable grant guidelines (see pages 14–20).

Pending grants prior to Endowed Giving Program activation

Upon Activation, all pending grants in the Giving Account will be reviewed and, if qualified, processed accordingly. Any scheduled recurring grant(s) will be canceled.

Endowed Giving Program duration

Fidelity Charitable Account Holders may recommend a term duration for the Endowed Giving Program. The minimum duration is five years.

If a specific duration is recommended, and if a balance remains in the Endowed Giving Program at the end of that specified period, the balance will be granted to the recommended Qualified Charitable Organizations in the recommended proportions.

Regardless of the recommended term duration, if the Endowed Giving Program balance drops below \$5,000, Fidelity Charitable reserves the right to grant the remaining balance to the recommended Qualified Charitable Organizations in the recommended proportion.

Grants from Fidelity Charitable through the Endowed Giving Program will be made subject to all applicable laws and regulations. In addition, funds must be available in the Giving Account. Finally, the Trustees reserve the right to modify, amend and/or terminate the Endowed Giving Program at any time.

Contributions to the Endowed Giving Program

Additional contributions to Fidelity Charitable

Irrevocable contributions from any person or entity, including estate gifts, appropriately designated to the Endowed Giving Program Giving Account, will be considered for acceptance by Fidelity Charitable after Activation. Additional contribution minimums apply. For information about assets considered for acceptance by Fidelity Charitable, please refer to pages 4–5.

The Trustees must review and approve all contributions to Fidelity Charitable, including those that will be recommended for allocation to an Endowed Giving Program Giving Account. Any contribution that is not accepted will be returned as soon as possible. Please refer to pages 4–9 for contribution guidelines.

Endowed Giving Program investment pool allocation

Amounts held by Fidelity Charitable as part of the Endowed Giving Program are invested under the guidelines set forth in these Guidelines, taking into consideration the allocations among investment pools in place at the time of Activation. Account Holders should regularly review their charitable giving investment strategies to ensure that their current objectives are being met and that these investment objectives will continue to meet their Endowed Giving Program goals after Activation. All investment pool recommendations and allocations are subject to ongoing review and approval by the Trustees (before and after Activation).

Endowed Giving Program and the Charitable Investment Advisor Program

Giving Accounts participating in the Charitable Investment Advisor Program may also enroll in the Endowed Giving Program. At the time of Activation, investments in the Charitable Investment Advisor Program will be liquidated in a prudent manner and the proceeds invested in Fidelity Charitable investment pools. Account Holders may provide an investment pool allocation recommendation, to be effective at the time of Activation and applicable to the entire Endowed Giving Program Giving Account balance, by submitting an Endowed Giving Program Investment Pool Selection Form. If no recommended investment pool allocation has been made, the proceeds will be invested in the Conservative Income Pool at the time of Activation. Alternately, Account Holders may recommend that their nominated investment firm continue to manage a portion of the assets in the Endowed Giving Program at the time of Activation. All investment pool recommendations and allocations, and investment firms, are subject to ongoing review and approval by Fidelity Charitable (before and after Activation).

Endowed Giving Program and the Charitable DonorFlex Program

Giving Accounts participating in the Charitable DonorFlex Program may also enroll in the Endowed Giving Program. At the time of Activation, investments in the Charitable DonorFlex Program will be liquidated in a prudent manner and the proceeds invested in Fidelity Charitable investment pools. Account Holders may provide an investment pool allocation recommendation, to be effective at the time of Activation and applicable to the entire Endowed Giving Program Giving Account balance, by submitting an Endowed Giving Program Investment Pool Selection Form. If no recommended investment pool allocation has been made, the proceeds will be invested in the Conservative Income Pool at the time of Activation. All investment pool recommendations and allocations are subject to ongoing review and approval by Fidelity Charitable (before and after Activation).

Endowed Giving Program fees and expenses

Applicable Fidelity Charitable fees apply to Endowed Giving Program Giving Accounts, including the annual administrative fee and any applicable minimum fee. See the information beginning on page 20.

FIDELITY CHARITABLE TRUSTEES' INITIATIVE

In addition to our donor-advised fund, the Giving Account, public charities benefit from grants made by the Fidelity Charitable Trustees' Initiative. The Fidelity Charitable Trustees' Initiative is a direct grantmaking program that makes capacity-building grants to nonprofits that support underserved communities to help them better meet their mission; and to nonprofits that support research, tools, guidance, and forums to increase the knowledge and information for the sector as a whole or to aid donors in making smarter decisions. Since inception, the Fidelity Charitable Trustee's Initiative has granted more than \$25 million.¹⁵

SERVICE PROVIDERS

The Trustees have contracted with FMR LLC ("FMR"), a Fidelity Investments company, and affiliated companies to provide various administrative services to Fidelity Charitable. Under the agreement, Fidelity Charitable pays a fee to FMR of 0.6% of the

¹⁵As of June 30, 2019.

average quarterly assets of each individual Giving Account or \$100 (\$500 for organizational Giving Accounts), whichever is greater, for a broad range of recordkeeping, fundraising, administrative, and other services. This fee is subject to further modifications for Giving Accounts above certain sizes, as described under "Fees and Expenses" beginning on page 20, as well as for Giving Accounts enrolled in the Charitable DonorFlex Program, which is described in more detail in Charitable DonorFlex Program Investment Policies and Guidelines. In addition, under the agreement, Fidelity Charitable reimburses FMR for certain other fees and expenses in connection with contributed property, as described under "Trading and liquidation fees" on page 21.

Services are provided by various divisions or subsidiaries of FMR, including but not limited to National Charitable Services® Corporation (administrative and recordkeeping services); Fidelity Brokerage Services LLC, member NYSE and SIPC; and subsidiaries (brokerage services, custodial services). In addition, the Trustees have appointed Strategic Advisers LLC, a Fidelity Investments company and an SEC-registered investment adviser, as an investment adviser to Fidelity Charitable. Fidelity Charitable assets are invested in Fidelity and non-Fidelity mutual funds, including mutual funds advised and managed by Fidelity Management & Research Company and management companies outside Fidelity. Assets are also invested in exchange-traded funds. Strategic Advisers LLC recommends asset allocations among these mutual funds, reviews investment performance with the Trustees, and may change a pool's investments at any time, subject to the final approval of the Trustees.

OTHER INFORMATION

Conflict of terms

In the event of any inconsistency between the terms of these Guidelines and the Declaration of Trust, the terms of the Declaration of Trust will govern the rights and obligations of Fidelity Charitable and Account Holders.

Limitation of liability

Fidelity Charitable will indemnify the Trustees against any liability to the fullest extent allowed by law and may purchase insurance policies on behalf of Fidelity Charitable and its Trustees. Fidelity Charitable will also indemnify and hold harmless investment advisers and administrative and recordkeeping service providers, their agents, and nominees from any claims, losses, liabilities, or expenses (including reasonable counsel fees and expenses), except those that may arise from gross negligence or willful misconduct in the performance of their duties.

Termination of advisory privileges

The Trustees may terminate any privileges with respect to a Giving Account or amounts held in the Giving Account upon 60 days' written notice to a Primary Account Holder (or Giving Account Contact, for an organizational Giving Account) at his or her last known U.S. postal or email address (as reflected in the Account Holder's records).

Agreement to Arbitrate

You and Fidelity Charitable agree that any dispute, claim or controversy arising out of or relating in any way to these Terms and Conditions or any contribution to, or grant from a Giving Account with Fidelity Charitable (a "Claim") will be determined

by binding arbitration, except that either of us can seek to have a Claim resolved in small claims court if all the requirements of the small claims court are satisfied, including any limitations on jurisdiction and the amount at issue in the dispute, and the Notice of Claim and Informal Resolution requirements, as defined below, have been met. Any such small claims action must take place either in Your county of residence or in Boston, Massachusetts.

Arbitration. Arbitration is more informal than a lawsuit in court. Arbitration uses one a neutral arbitrator instead of a judge and/or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. You agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of this arbitration provision, and that You and Fidelity Charitable are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of these Terms and Conditions.

Notice of Claim. If You intend to seek arbitration or a small claims action, You must first send to Fidelity Charitable, by certified mail, a written Notice of Your Claim ("Notice of Claim"). The Notice of Claim to Fidelity Charitable should be sent in care of our registered agent Copilevitz, Lam & Raney, PC.

The Notice of Claim should include both the mailing address and email address You would like Fidelity Charitable to use to contact You. If Fidelity Charitable intends to seek arbitration or a small claims action, it will send, by certified mail, a written Notice of Claim to Your address on file. A Notice of Claim, whether sent by You or by Fidelity Charitable, must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific amount of damages or other relief sought ("Demand").

Informal Resolution. You and Fidelity Charitable agree that good-faith informal efforts to resolve disputes often can result in a prompt, low-cost and mutually beneficial outcome. You and Fidelity Charitable therefore agree that, before either You or Fidelity Charitable commences an arbitration or small claims action against the other, we will personally meet and confer, via telephone or videoconference, in a good-faith effort to resolve informally any Claim. If You are represented by counsel, Your counsel may participate in the conference, but You shall also fully participate in the conference. The statute of limitations and any filing fee deadlines shall be tolled while the parties engage in the informal dispute resolution process required by this paragraph.

Arbitration Proceedings. If we do not reach an agreement to resolve the Claim within sixty (60) days after the Notice of Claim is received, You or Fidelity Charitable may commence an arbitration proceeding with the American Arbitration Association ("AAA") after the expiration of this sixty (60) day period. You may download or copy a form of notice and a form to initiate arbitration at www.adr.org or by calling 1-800-778-7879. The arbitration will be conducted by the AAA before a single AAA arbitrator under the AAA's rules, which are available at www.adr.org or by calling 1-800-778-7879, except as modified by these Terms and Conditions. The arbitrator is bound by these Terms and Conditions. The arbitrator shall decide all issues relating to the scope and enforceability of this arbitration provision. The parties agree that a preliminary conference shall be conducted in each arbitration proceeding, and You and a Fidelity Charitable representative shall appear at the preliminary conference. If either party fails to appear at the preliminary conference, the arbitrator shall summarily determine the merits of the case in favor of the appearing party. If both parties fail to appear at the preliminary conference, the arbitrator shall

summarily dismiss the arbitration without prejudice in favor of either party. Unless Fidelity Charitable and You agree otherwise, any arbitration hearings will take place virtually or in the county (or parish) of either Your residence or of the mailing address You provided in Your Notice of Claim, or Boston, Massachusetts. The arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. The award shall be binding only among the parties and shall have no preclusive effect in any other arbitration or other proceeding involving a different party. Fidelity Charitable will not seek to recover its attorneys' fees and costs in arbitration.

Entire Agreement

These Terms and Conditions set forth the entire agreement between You and Fidelity Charitable. These Terms and Conditions fully supersede any prior agreements or understandings between You and Fidelity Charitable. You acknowledge that neither You nor anyone acting on Your behalf has relied on any representations, promises, or agreements of any kind made to them in connection with the decision to make a contribution and/or open an account with Fidelity Charitable, except for those set forth in these Terms and Conditions.

Arbitration Clause

You and Fidelity Charitable agree that any dispute, claim or controversy arising out of or relating in any way to these Terms and Conditions or any contribution to, or grant from a Giving Account with Fidelity Charitable (a "Claim") will be determined by binding arbitration, except that either of us can seek to have a Claim resolved in small claims court if all the requirements of the small claims court are satisfied, including any limitations on jurisdiction and the amount at issue in the dispute, and the Notice of Claim and Informal Resolution requirements, as defined below, have been met. Any such small claims action must take place either in Your county of residence or in Boston, Massachusetts.

Arbitration. Arbitration is more informal than a lawsuit in court. Arbitration uses one a neutral arbitrator instead of a judge and/or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. You agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of this arbitration provision, and that You and Fidelity Charitable are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of these Terms and Conditions.

Notice of Claim. If You intend to seek arbitration or a small claims action, You must first send to Fidelity Charitable, by certified mail, a written Notice of Your Claim ("Notice of Claim"). The Notice of Claim to Fidelity Charitable should be sent in care of our registered agent CT Corporation. The Notice of Claim should include both the mailing address and email address You would like Fidelity Charitable to use to contact You. If Fidelity Charitable intends to seek arbitration or a small claims action, it will send, by certified mail, a written Notice of Claim to Your address on file. A Notice of Claim, whether sent by You or by Fidelity Charitable, must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific amount of damages or other relief sought ("Demand").

Informal Resolution. You and Fidelity Charitable agree that good-faith informal efforts to resolve disputes often can result in a prompt, low-cost and mutually beneficial outcome. You and Fidelity Charitable therefore agree that, before either

You or Fidelity Charitable commences an arbitration or small claims action against the other, we will personally meet and confer, via telephone or videoconference, in a good-faith effort to resolve informally any Claim. If You are represented by counsel, Your counsel may participate in the conference, but You shall also fully participate in the conference. The statute of limitations and any filing fee deadlines shall be tolled while the parties engage in the informal dispute resolution process required by this paragraph.

Arbitration Proceedings. If we do not reach an agreement to resolve the Claim within sixty (60) days after the Notice of Claim is received, You or Fidelity Charitable may commence an arbitration proceeding with the American Arbitration Association ("AAA") after the expiration of this sixty (60) day period. You may download or copy a form of notice and a form to initiate arbitration at www.adr.org or by calling 1-800-778-7879. The arbitration will be conducted by the AAA before a single AAA arbitrator under the AAA's rules, which are available at www.adr.org or by calling 1-800-778-7879, except as modified by these Terms and Conditions. The arbitrator is bound by these Terms and Conditions. The arbitrator shall decide all issues relating to the scope and enforceability of this arbitration provision. The parties agree that a preliminary conference shall be conducted in each arbitration proceeding, and You and a Fidelity Charitable representative shall appear at the preliminary conference. If either party fails to appear at the preliminary conference, the arbitrator shall summarily determine the merits of the case in favor of the appearing party. If both parties fail to appear at the preliminary conference, the arbitrator shall summarily dismiss the arbitration without prejudice in favor of either party. Unless Fidelity Charitable and You agree otherwise, any arbitration hearings will take place virtually or in the county (or parish) of either Your residence or of the mailing address You provided in Your Notice of Claim, or Boston, Massachusetts. The arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. The award shall be binding only among the parties and shall have no preclusive effect in any other arbitration or other proceeding involving a different party. Fidelity Charitable will not seek to recover its attorneys' fees and costs in arbitration.

GLOSSARY

- Declaration of Trust: Fidelity Charitable's governing document.
- Irrevocable: cannot be changed or reversed.
- Qualified Charitable Organizations: see page 14.
- Lock-up Stock: refers to a type of restricted stock (see "restricted stock" below) where a lock-up agreement restricts the sale of stock for a specified period of time.
- Private Foundation: private foundations are generally supported by one or several sources and fall into two categories: "operating" and "non-operating."
- Private Non-operating Foundation: most foundations are "non-operating," meaning that they generally devote most of their resources to making grants to other organizations, rather than directly conducting their own exempt activities.

- Private Operating Foundation: a private foundation that devotes most of its resources to the active conduct of its own exempt activities, rather than grant-making; a less common type of foundation, it is described in section 4942(j)(3) of the Internal Revenue Code.
- Restricted stock (also known as restricted securities): refers to the stock of a corporation that, despite the stock of the corporation being publicly traded, trading of such stock may be restricted under federal securities laws.
- Section 501(c)(3): Section of the Internal Revenue Code describing charitable organizations exempt from federal income tax. See page 13.
- Fidelity Charitable Trustees' Initiative: the Trustees of Fidelity Charitable oversee the direct grantmaking from a general fund, in a program called the Fidelity Charitable Trustees' Initiative. Funds for the Fidelity Charitable Trustees' Initiative are separate from donor contributions and are intended to engage the Board of Trustees and the organization in direct philanthropy.

FIDELITY CHARITABLE
P.O. Box 770001, Cincinnati, OH 45277-0053

800-952-4438
FidelityCharitable.org

Financial information about the Fidelity Investments Charitable Gift Fund can be obtained by writing to the Fidelity Investments Charitable Gift Fund at 200 Seaport Boulevard, Mail Zone NM43A, Boston, MA 02210. In addition, several states where the Fidelity Investments Charitable Gift Fund is required to file financial information each year also require the following disclosures: **Colorado:** Colorado residents may obtain copies of registration and financial documents from the office of the Secretary of State, (303) 894-2680, <http://www.sos.state.co.us/>. **Florida:** Registration No. CH233. A copy of the official registration and financial information may be obtained from the Division of Consumer Services by calling toll-free, within the state, 1-800-HELP-FLA. **Georgia:** A full and fair description of the programs and activities of the Fidelity Investments Charitable Gift Fund and its financial statements are available upon request at the address indicated above. **Maryland:** For the cost of postage and copying, documents and information filed under the Maryland charitable solicitation law can be obtained from the Secretary of State, Charitable Division, State House, Annapolis, MD 21401, (800) 825-4510. **Michigan:** MICS No. 10757. **Mississippi:** The official registration and financial information of the Fidelity Investments Charitable Gift Fund may be obtained from the Mississippi Secretary of State's Office by calling 1-888-236-6167. Registration with the Secretary of State does not imply endorsement by the Secretary of State. **New Jersey:** Information filed with the Attorney General concerning this charitable solicitation and the percentage of contributions received by the charity during the last reporting period that were dedicated to the charitable purpose may be obtained from the Attorney General by calling (973) 504-6215 and is available on the internet at www.njconsumeraffairs.gov/charities. Registration with the Attorney General does not imply endorsement. **New York:** A copy of the latest annual report can be obtained from the organization or from the Office of the Attorney General by writing the Charities Bureau, 120 Broadway, New York, NY 10271. **North Carolina:** Financial information about this organization and a copy of its license are available from the State Solicitation Licensing Branch at 1-888-830-4989 (within North Carolina) or (919) 807-2214 (outside of North Carolina). The license is not an endorsement by the State. **Pennsylvania:** The official registration and financial information of Fidelity Investments Charitable Gift Fund may be obtained from the Pennsylvania Department of State by calling toll-free, within Pennsylvania, 1-800-732-0999. Registration does not imply endorsement. **Virginia:** Financial statements are available from the State Office of Consumer Affairs, P.O. Box 1163, Richmond, VA 23218. **Washington:** The notice of solicitation required by the Charitable Solicitation Act is on file with the Washington Secretary of State, and information relating to financial affairs of the Fidelity Investments Charitable Gift Fund is available from the Secretary of State and the toll-free number for Washington residents: 1-800-332-4483. **West Virginia:** West Virginia residents may obtain a summary of the registration and financial documents from the Secretary of State, State Capitol, Charleston, WV 25305. **Registration in the above states does not imply endorsement, approval, or recommendation of the Fidelity Investments Charitable Gift Fund by the states.**

The third-party marks appearing herein are the property of their respective owners.

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. Fidelity Charitable and Fidelity are registered service marks, and the Fidelity Charitable logo is a service mark, of FMR LLC, used by Fidelity Charitable under license. Giving Account is a registered service mark of the Fidelity Investments Charitable Gift Fund.

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