Important: Using Wealth-Lab Pro's automated execution functionality is subject to the Fidelity Wealth-Lab Pro Automated Trading User Agreement (the 'Automated Trading User Agreement'). By signing below, you indicate your acceptance of the Wealth-Lab Pro Automated Trading User Agreement and acknowledge and accept the risks set forth herein. Should you not agree with this Agreement, you will be prohibited from using the automated execution functionality.

Fidelity Wealth-Lab Pro Automated Trading User Agreement

Risks

Due to the nature of Automated Trading, this form of trading poses certain risks which are greater than those present if orders are submitted by the user manually. For example:

1. **Order Verification.** Because automated trading allows you to trade without reviewing orders or order verifications, your transactions could occur without a full understanding of current market conditions that you might have when placing orders manually. **By accepting the Wealth-Lab Pro Automated Trading User Agreement you acknowledge that you are asking Fidelity to accept these automated orders.** You understand that Fidelity will not separately review these automated orders and cannot distinguish them from Wealth-Lab Pro orders sent manually. **You agree to accept this risk and acknowledge that Fidelity assumes no responsibility for any errors caused by your use of this functionality.**

2. **Liquidity.** Liquidity generally refers to the level of trading activity and the volume of securities available in the market to be traded. In general, the greater the liquidity in a security, the greater the chance an order will be executed. There may be a lack of liquidity (buyers and sellers) when your trading system sends an order to the market, which may prevent your order from being executed, in whole or in part, or from receiving as favorable a price as you might recieve at a different time.

3. **Price Volatility and Price Spreads.** Price volatility generally refers to the speed and size of changes in the price of a security. There may be more price volatility when your trading system sends an order to the market which may prevent your order from being executed, in whole or in part, at as favorable a price as you might receive at another time. Price spread generally refers to the difference between the quoted price at which you can buy a security and the quoted price at which you can sell that security in a given marketplace. The potential for lower liquidity and higher price volatility at certain times may result in wider than normal spreads for a particular security.

4. **Incorrect Trading Strategies.** Before using the automated trading features in a live trading account we recommend that you thoroughly familiarize yourself with the operation of the automated trading interface by (i) running your strategies first in real time, but manually send the trades, and (ii) completely reading the sections of the Wealth-Lab Pro User Guide specific to automated trading (Orders and Accounts).

   Only when you are completely familiar with the features and limitations of the interface, and only after you have spent significant time testing the features in a real time mode, should you use these features on a live account.

   By using this automated trading functionality, you represent that you are familiar with and accept its risks, that you have determined that it is appropriate for your circumstances, and that you hold harmless Fidelity Brokerage Services and its affiliates for any loss resulting from its use.

5. **Communication Delays.** Delays or failure in communications due to high volume of orders or communications, or other computer system problems, may cause delays in, or prevent access to current information, triggering of or execution of your order. We will make every effort to provide timely order status detail if your order has been cancelled and will generate error messages at the time of order entry in the event we are aware of a communication or system problem. However, if you are running automated trading and are not present to watch the status of your orders, you will not necessarily know of any such delays.

6. **Short Sales.** If a trading system that you are running enters orders to sell stocks short, there is no guarantee that the order will be executed. While you may enter your order at a given price, there is no guarantee that the order will be allowed to be posted in the market at that price. In addition, in order to sell short a stock, the stock must be available to borrow. There is no guarantee that the stock you want to sell short will be available to borrow at the moment you wish to enter the trade.

7. **Incorrect Quotes.** There are many instances throughout the day of trades that are reported incorrectly to the exchanges. This data is then passed on to Fidelity and its customers. ***You should expect incorrectly reported data.*** There is no way to know in advance which specific transactions are incorrect and corrections may not be posted for many hours. Therefore, your trading system may be triggered based on incorrectly reported data. We recommend that you use the bad tick filtering capability for streaming data (found in Wealth-Lab Pro under Tools/Preferences/Streaming Data/Bad Tick Filter) and/or program your trading systems to filter out bad data. However, filtering out potentially bad data will cause your trading system to potentially miss early entry points on fast moving stocks. You need to weigh the advantage of early entry versus the risk of entering a position based on incorrectly reported data in designing your trading scripts.

   In addition, errors or problems may occur within the market data infrastructure at Fidelity or at any of the vendors (e.g. network providers, market data aggregators, your Internet Service Provider) used to deliver data to customers. The results of problems in the infrastructure may result in delayed or incorrectly reported data. You should be aware of these potential issues and create your trading scripts keeping them in mind.

8. **Running Two Instances of Wealth-Lab Pro Simultaneously.** While it is possible to run two instances of Wealth-Lab Pro at the same time on different computer systems, you should do all of your automated trading within one running copy of Wealth-Lab Pro. The impact of doing automated trading from two separate points at the same time may lead to unexpected results.

9. Fidelity strongly recommends use of a broadband connection when accessing Wealth-Lab Pro and Fidelity Active Trader Pro. Failure to use a broadband connection could negatively impact your ability to view streaming market data, run trading systems / scripts and enter orders in a timely manner.

Terms and Conditions

Automated Trading through Fidelity's Wealth-Lab Pro is subject to the terms and conditions ("Terms") and policies set forth by Fidelity and is subject to change without notice. By signing this agreement, you acknowledge your understanding of the risks set forth above and your agreement to the Terms set forth below.

1. Fidelity reserves the right not to accept an order through Wealth-Lab Pro at its discretion and will attempt to contact you on a best efforts basis if your order is not accepted. Fidelity may attempt to contact you by phone if there is a problem with an order; however, you should monitor your orders for execution or cancellation status.
2. Trades may be auto-routed from Wealth-Lab Pro during regular market hours (9:30 a.m. to 4:00 p.m. ET). Automated trading is not currently available in extended hours.
3. Listed and Nasdaq equities are the only securities available for automated trading via Wealth-Lab Pro. Trading halts and delistings may impact your ability to trade a given security. These halts and delistings are controlled by the exchanges and Fidelity has no control over them. Orders for securities that are not eligible for trading will be rejected and the order will be cancelled.
4. Fidelity will accept Buy, Buy to Cover, Sell and Sell Short limit, stop limit and market orders when auto-trading through Wealth-Lab Pro.
5. You may not trade against an order entered by you. In other words, you may not buy securities you offered for sale, and vice versa. Orders entered in this manner are subject to possible cancellation and your account is subject to restriction.
6. There is no minimum order size for auto-trading. While there are no maximum order sizes for auto-trading, acceptance of large orders is at Fidelity's discretion and is subject to change without notice. Please note that sending large orders may cause market prices to move adversely to your order.
7. Eligible Time in Force (TIF) indicators are Day and GTC.
8. Orders will default to a trade type of Cash if the account is only a cash account. If margin is available on the account, Margin will be the default trade type. Buy to Cover and Sell Short orders will default to a Short trade type.
9. You may attempt to Cancel and Replace Wealth-Lab Pro Orders. Attempts to cancel and replace orders are performed on a best efforts basis. There is no guarantee that an open order can be canceled and replaced, in whole or in part.
10. Day orders that are not filled during the current trading session will receive a nothing done status at the end of the session.
11. Fidelity has established certain order entry edits that apply to all of our electronic channel products. These edits are designed to provide a level of risk protection to our customers and to Fidelity. An additional edit has been developed for Wealth-Lab Pro trades – the Trading Capital

edit. An order that would open a position (a long buy or a short sale) that would cause you to exceed the trading capital amount you set for your Wealth-Lab basket, will be rejected by Fidelity.

12. Fidelity is not liable for delays in the transmission of orders due to a breakdown or failure of transmission, communication or data processing facilities, or any other cause beyond our reasonable control.
13. Transactions are subject to the applicable rules and regulations of the self-regulatory organizations and governmental authorities.
14. You hereby acknowledge that you accept the risks associated with automated trading and acknowledge that Fidelity assumes no responsibility for any errors caused by you or losses resulting from your use of this functionality.

Experience Profile

a. Do you have experience trading on Margin? If yes, how many years.
• Circle the answer that applies **YES / NO**
• Number of years **( )**

b. How many years experience do you have with Technical Trading?
• Number of years **( )**

c. How many years experience do you have trading stocks?
• Number of years **( )**

Print Name:_____

Signature: _____ **Date:**___/___/_____

Address: _____
_____

SSN: _____
Once you've completely filled out the Wealth-Lab Pro Automated Trading User agreement please mail it to:

Fidelity Brokerage Services LLC
Active Trader Services
Two Contra Way
Mail Zone T2M
Merrimack, NH 03054

Please note: filling out the Wealth-Lab Pro Automated Trading User Agreement does not entitle you to Automated Trading. Fidelity will review your request and notify you of the outcome.

For Internal Use Only:
__ Approved __ Denied __NIGO