

AMENDMENT TO SERVICE AGREEMENT

This Amendment unilaterally amends the Service Agreement previously entered into by the Employer and Fidelity Management Trust Company and/or Fidelity Workplace Services LLC (“Fidelity”) for the Plan (such Service Agreement known as the “Agreement” and the Employer and Fidelity collectively known as the “Parties”). Effective December 20, 2021, the following language amends the Agreement.

BACKGROUND

1. The Parties previously entered into the Agreement for Fidelity to provide various services to the Plan.
2. In addition to providing services under the Agreement, Fidelity and its affiliates (each a “Fidelity Entity”) may provide Investment Services, as defined below, to the Employer or any other Plan fiduciary responsible for the Plan’s investment lineup (collectively, a “Plan Lineup Fiduciary”).
3. The Parties understand that Fidelity Entities may have financial interests in, and benefit from, the Plan’s investments, including both investment options managed by a Fidelity Entity and investment options managed by entities unaffiliated with any Fidelity Entity. These financial interests are disclosed in the applicable prospectuses and other documents provided to the Employer by Fidelity, including the Statement of Services and Compensation.
4. Under the Agreement, the Employer represented that it is capable of evaluating investment risks independently and affirmed that at all times all decisions concerning the Plan’s investment lineup or its investment strategies, including, but not limited to, evaluations of information provided by a Fidelity Entity, shall be made by exercising independent judgment.
5. Section 3(21) of the Employee Retirement Income Security Act of 1974, as amended, (“ERISA”) defines “investment advice for a fee,” and the Department of Labor has issued regulations thereunder at Labor Regs. §2510.3-21 and has further interpreted such regulation through issuance of Prohibited Transaction Class Exemption 2020-02 (“ERISA Advice”).
6. This Amendment documents the Parties’ mutual understanding and agreement that no Fidelity Entity has provided or is providing ERISA Advice to any Plan Lineup Fiduciary nor will any Fidelity Entity provide ERISA Advice to any Plan Lineup Fiduciary unless the Agreement is amended otherwise.

ACCORDINGLY, the following is added to the Agreement as a new, unnumbered section:

1. **Investment Services Defined.** “Investment Services” means any information, guidance, services, or assistance provided by a Fidelity Entity in any medium that analyzes, presents, ranks or in any way discusses the attributes of securities, other property or investment strategies for use in a retirement plan. By way of example, and without limitation, Investment Services include the following items:
 - a. Periodic fund ratings on a plan’s investments, including without limitation those rated under a Fidelity Entity’s evaluation process.
 - b. A list of funds for consideration for inclusion in a plan lineup.
 - c. Education, guidance and/or information related to a plan’s actual or potential investment options.
 - d. Meetings with Fidelity Entity portfolio managers and other Fidelity Entity investment experts.
 - e. Communications prepared for general distribution such as marketing materials, market overviews, thought leadership, prospectuses or general materials describing investment options, products (including, without limitation, any managed-account services), or other investment products or services that any Fidelity Entity offers.
 - f. Information or illustrations related to corporate actions (such as plan mergers) for plan investments.
 - g. The provision of guidance on investment categories/asset classes to be included within a plan lineup.
2. **Provision of Investment Services.** Fidelity may offer Investment Services to the Employer or another Plan Lineup Fiduciary designated by the Employer. Investment Services are based on facts and circumstances about the investment options known by the presenting Fidelity Entity at the point in time provided. Investment Services do not include any ongoing monitoring of investments or other ongoing obligations by any Fidelity Entity. To the extent Investment Services include investment-related recommendations, those recommendations are not individualized and do not take account of the particular needs, attributes or circumstances of any one plan. Fidelity does not charge an additional fee for Investment Services, and the fees charged to the Plan for recordkeeping and other administrative services will not vary based on whether or not the Employer chooses to utilize Fidelity’s Investment Services.
3. **Investment Services are Non-Fiduciary.** A Fidelity Entity’s provision of Investment Services is not ERISA Advice and is not subject to the fiduciary standards of ERISA. Accordingly, a Fidelity Entity is not a fiduciary under ERISA when providing Investment Services.
4. **Disclosures.** This Amendment supplements the Statement of Services and Compensation, provided to the Employer and intended by Fidelity to satisfy the requirements of Labor Regs. §2550.408b-2(c)(1).