

Charitable Investment Advisor Program

# Agency Agreement

Use this form to appoint the Advisor Firm managing the investments in your Giving Account\*, which is enrolled in the Charitable Investment Advisor Program, as your agent for the limited purpose of conveying your grant recommendations to Fidelity Charitable\*.

*Fidelity Charitable\* may revoke grant recommendation privileges and terminate its use of this form at any time. Fidelity Charitable will not accept this form until every Account Holder has signed, and no changes may be made to this form.*

Type or print clearly in CAPITAL letters and black ink. If you need more room for information or signatures, use a copy of the relevant page.

## 1. Giving Account\* Name and Number

Giving Account Name	Giving Account Number

## 2. Account Holder Names *Attach additional sheets if there are more than six Account Holders.*

Account Holder 1	Account Holder 2
Account Holder 3	Account Holder 4
Account Holder 5	Account Holder 6

## 3. Authorize Advisor Firm as Agent

The Advisor Firm below has been retained by Fidelity Charitable to provide investment advisory and other services with respect to certain Fidelity Charitable assets in the above Giving Account. Complete this section to appoint the Advisor Firm as your agent to convey grant recommendations.

Advisor Firm Name			
Address			
City	State/Province	ZIP/Postal Code	Country

## 4. Acceptance of Terms and Conditions by Advisor Firm and Account Holders *By signing below, you agree to all of the terms and conditions that follow.*

### Advisor Firm Signature and Date

*By signing below, I hereby certify that I am authorized to sign on behalf of and to bind Advisor Firm.*

PRINT AUTHORIZED SIGNATORY NAME	TITLE
ADVISOR FIRM SIGNATURE	DATE MM DD YYYY
SIGN <b>X</b>	<b>X</b>

Agreement continues on next page. ►►



**Account Holder Signatures and Dates** All Account Holders must sign and date; attach additional sheets if there are more than six Account Holders.

PRINT ACCOUNT HOLDER NAME <hr/> DATE MM DD YYYY DATE <b>X</b>	PRINT ACCOUNT HOLDER NAME <hr/> DATE MM DD YYYY DATE <b>X</b>
SIGNATURE—ACCOUNT HOLDER SIGN <b>X</b>	SIGNATURE—ACCOUNT HOLDER SIGN <b>X</b>

  

PRINT ACCOUNT HOLDER NAME <hr/> DATE MM DD YYYY DATE <b>X</b>	PRINT ACCOUNT HOLDER NAME <hr/> DATE MM DD YYYY DATE <b>X</b>
SIGNATURE—ACCOUNT HOLDER SIGN <b>X</b>	SIGNATURE—ACCOUNT HOLDER SIGN <b>X</b>

  

PRINT ACCOUNT HOLDER NAME <hr/> DATE MM DD YYYY DATE <b>X</b>	PRINT ACCOUNT HOLDER NAME <hr/> DATE MM DD YYYY DATE <b>X</b>
SIGNATURE—ACCOUNT HOLDER SIGN <b>X</b>	SIGNATURE—ACCOUNT HOLDER SIGN <b>X</b>

## 5. Agency Agreement between Account Holders and Advisor Firm— Terms and Conditions

- 1. Creation of Agency.** Each Account Holder named above (collectively and individually referred to hereafter as "Account Holder") hereby appoints the above-named Advisor Firm ("Advisor Firm") as Account Holder's non-exclusive agent for the limited purpose of conveying grant recommendations ("Recommendations") from Account Holder to Fidelity Charitable. Advisor Firm hereby accepts the appointment. For the avoidance of doubt, Account Holder may convey Recommendations directly to Fidelity Charitable.
- 2. Advisor Firm's Duties.** Advisor Firm understands that the purpose of this agreement is to facilitate the Recommendation process from the Giving Account. Advisor Firm communicates regularly with Account Holder and recognizes the importance of active grantmaking from the Giving Account. In furtherance of the agency, Advisor Firm agrees to receive Recommendations communicated by Account Holder to Advisor Firm orally or in writing (including by facsimile or electronic transmission), and to promptly and faithfully communicate each such Recommendation to Fidelity Charitable. Advisor Firm agrees that, other than the powers vested in Advisor Firm by Account Holder, Advisor Firm has no independent authority or ability to recommend grants from the Giving Account. Advisor Firm must maintain a contemporaneous written record of each Recommendation communicated to it by Account Holder, which record must include: (a) the recommended grantee, (b) the recommended grant amount, (c) the date Account Holder communicated the Recommendation to Advisor Firm, (d) the date that, and manner in which, Advisor Firm communicated the Recommendation to Fidelity Charitable, and (e) any other information Advisor Firm deems relevant to the Recommendation.
- 3. Relationship between Account Holder and Advisor Firm.** This Agreement does not create a partnership or joint venture between Account Holder and Advisor Firm. Advisor Firm has no power to make commitments to third parties that are binding upon Account Holder without Account Holder's written consent, and Advisor Firm may not hold itself out as having such power. This Agreement is not a management contract, and Account Holder is not hereby delegating management of its own affairs to Advisor Firm.

Agreement continues on next page. ►►



- 4. Relationship between Fidelity Charitable and Advisor Firm.** This Agreement does not create a partnership or joint venture between Fidelity Charitable and Advisor Firm. Advisor Firm represents that it has not received, and agrees that it may not receive, any remuneration from Fidelity Charitable for conveying Recommendations to Fidelity Charitable on behalf of Account Holder. Notwithstanding that Fidelity Charitable may allow Advisor Firm online access to the Giving Account, other than the powers vested in Advisor Firm by Account Holder as agent, Advisor Firm has no independent authority or ability to recommend grants from the Giving Account. Advisor Firm acknowledges that Recommendations are not binding, and are subject to review and approval by the Trustees of Fidelity Charitable in their sole discretion. Advisor Firm and Account Holder acknowledge that the Trustees may reject any or all Recommendations conveyed by Advisor Firm to Fidelity Charitable, and may require that Account Holder and Fidelity Charitable confer directly regarding one or more Recommendations.
- 5. Fidelity Charitable Entitled to Rely.** Account Holder and Advisor Firm acknowledge and agree that Fidelity Charitable is entitled to rely conclusively upon the authority of Advisor Firm to convey Account Holder's Recommendations to Fidelity Charitable. Fidelity Charitable will have no liability to Account Holder or Advisor Firm for accepting, or taking any action based on, any Recommendation communicated to Fidelity Charitable by Advisor Firm without independent inquiry as to (a) the authenticity of such Recommendation, (b) the due authorization of Advisor Firm by Account Holder to communicate such Recommendation to Fidelity Charitable, or (c) Advisor Firm's continued authority to act as Account Holder's agent under the terms of this Agreement. This Paragraph 5 will not apply if Fidelity Charitable has actual notice that this Agreement has been terminated, rescinded, or is otherwise not in effect.
- 6. Termination.** Either Advisor or Account Holder may terminate this Agreement for any reason, effective immediately upon giving written notice to the other party. Upon termination of this Agreement, Advisor Firm must (a) promptly provide notice in writing to Fidelity Charitable that this Agreement has been terminated; (b) cease all communication with Fidelity Charitable with respect to Recommendations, other than to notify Fidelity Charitable as required by (a), above; and (c) promptly provide notice in writing to Account Holder of any Recommendation(s) communicated to Advisor Firm but not communicated by Advisor Firm to Fidelity Charitable.
- 7. Limitations on Recommendation Privileges.** Grant recommendations are not binding, and are subject to review and approval by Fidelity Charitable. In addition, Fidelity Charitable may decline to accept any or all Recommendations from Advisor Firm.
- 8. Confidentiality.** Advisor Firm agrees to keep on file and keep confidential all of Account Holder's and Fidelity Charitable's private information, including all information pertaining to any Recommendation, to which Advisor Firm has access during the term of this Agreement. Notwithstanding the previous sentence, Advisor Firm must, during the term of this Agreement, provide an executed copy of this Agreement to Fidelity Charitable as proof that Advisor Firm is empowered to convey Recommendations from Account Holder to Fidelity Charitable. Advisor Firm's obligation under the first sentence of this paragraph survives any termination or rescission of this Agreement.
- 9. Notices.** All approvals and notices required or permitted to be given under this Agreement, not including any Recommendations communicated by Account Holder to Advisor Firm, will be deemed to have been given when delivered personally, or three days after being deposited with the United States Postal Service, or one day after being deposited for overnight delivery with a nationally recognized delivery service, with all charges, fees, and/or first-class postage prepaid, properly addressed as follows: if to any Account Holder, at the address currently on record at Fidelity Charitable for the primary Account Holder; or if to Advisor Firm, at the address indicated above.
- 10. Miscellaneous.** This Agreement, including any addendums and exhibits, constitutes the entire agreement between the parties, and supersedes all written and oral communications and agreements between the parties. This Agreement shall be governed under the laws of the State of New York.

<p><b>Did you sign the form and attach any necessary documents?</b> Send the form and any attachments to Fidelity Charitable.</p>	<p><b>Regular mail</b> Fidelity Charitable PO Box 770001 Cincinnati, OH 45277-0053</p>	<p><b>Overnight mail</b> Fidelity Charitable 100 Crosby Parkway KC1D-FCS Covington, KY 41015-9325</p>
<p><b>Questions?</b> Call 800-262-6935.</p>	<p>OR Fax form to: 877-665-4274</p>	

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