

## LICENSE AGREEMENT

This License Agreement (together with the relevant Order Schedule(s) and Exhibits attached hereto, this “Agreement”) is entered into as of August 30, 2018 (the “Effective Date”) by and between FMR Co., Inc., a Massachusetts corporation, having an office at 245 Summer Street, Boston, MA 02110 (“FMRC”), and Fidelity Investments Canada ULC, whose head office is at 483 Bay Street, Suite 300, Toronto, Ontario M5G 2N7 (“FIC”).

WHEREAS, FMRC sponsors, and has engaged one or more third party calculation agents to compile, calculate and maintain, and FMRC owns rights in and to, the “Fidelity Indexes” (this and other capitalized terms used in the recitals are defined below); and

WHEREAS, FMRC may sponsor additional Fidelity Indexes in the future; and

WHEREAS, FIC wishes to sponsor and advise FIC Funds based on the Fidelity Indexes; and

WHEREAS, the Fund Securities issued by such FIC Funds may after issuance trade on Secondary Market Facilities; and

WHEREAS, FIC wishes to use the Fidelity Indexes in connection with the identification and marketing of the FIC Funds within Canada, and in connection with making disclosures about the FIC Funds under applicable laws, rules and regulations in order to indicate that the FIC Funds are based on the Fidelity Indexes; and

WHEREAS, FIC wishes to obtain, and FMRC wishes to grant, a license to use the relevant Fidelity Indexes listed in the relevant Order Schedule attached hereto and made a part hereof (“Fidelity Indexes”) pursuant to the terms and conditions set forth in this Agreement;

NOW, THEREFORE, the parties hereto agree as follows:

1. Definitions.

a. An “Affiliate” with respect to each party hereof, means each entity which is controlling, controlled by, or under common control with such party. As used herein, “control” is defined as the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise.

b. “Exclusivity Period” is defined in the applicable Order Schedule for the relevant Fidelity Index.

c. A “FIC Fund” is any mutual fund, including an exchange-traded fund, created, organized, established, or sponsored by FIC or any of its Affiliates, with

respect to which FIC or any of its Affiliates exercises full responsibility for sponsoring the creation, marketing, promotion, and investment discretion in its capacity as manager, portfolio manager, or in some comparable capacity; provided such mutual fund is listed on an Order Schedule duly executed by FMRC and FIC.

- d. “FIC Fund Securities” are Fund Securities of a FIC Fund.
- e. The “Fidelity Indexes” are the relevant indexes (each a “Fidelity Index”) listed in applicable Order Schedules attached hereto.
- f. The “Fidelity Index Methodology” is the relevant index methodology for the applicable Fidelity Index. The initial Fidelity Index Methodology for each applicable Fidelity Index is that which is disclosed on FMRC’s website, a copy of which is also attached to the relevant Order Schedule upon execution.
- g. “Fund” is the relevant FIC Fund.
- h. “Fund Securities” are shares or other units of beneficial interest in a Fund.
- i. “Index Committee” means the Index Committee as defined in the relevant Order Schedule.
- j. “Index Data” for the relevant Fidelity Index, is the data listed in the applicable Order Schedule attached hereto.
- k. “Informational Materials” is defined in Section 10.a.
- l. “Initial Sale Date” of a Fund means the closing date of the initial sale to the public of Fund Securities of such Fund.
- m. For purposes of this Agreement, to “launch” a Fund means to sponsor the formation of a Fund and for such Fund to commence offering and selling its Fund Securities to the public, and for relevant Funds after having Listed such Fund Securities on a Secondary Market Facility or otherwise registered the Fund Securities for sale in the respective non-U.S. market.
- n. “License Fees” is defined in Section 5.
- o. “List” or “Listed,” when used with respect to a Secondary Market Facility and particular Fund Securities, means that such Fund Securities are listed and traded through or with the assistance of such Secondary Market Facility.
- p. “Listing Agreements” is defined in Section 3.a.
- q. “Secondary Market Facility” means any entity or organization that is subject to regulation as an exchange or an electronic communication network (an “ECN”) and its successor organizations under applicable laws, rules or regulations of the respective

country. Internal crossing-type transactions effected by one or more funds or fund families for the benefit of the funds or the funds' investors will not be deemed to constitute a "Secondary Market Facility".

2. Grant of License. Subject to the terms and conditions of this Agreement, upon execution of the relevant Order Schedule, FMRC hereby grants to FIC a non-transferable, non-sublicensable and a non-exclusive license to use the following, but only in connection with establishing, organizing, structuring, sponsoring, operating, marketing, trading and managing the relevant FIC Fund in Canada, being the market where the FIC Fund is permitted to sell its Fund Securities to the public; provided that the parties acknowledge and agree that investors located outside of Canada may invest in such FIC Fund; provided further, however, that for the avoidance of doubt, no FIC Fund will be marketed or Listed by or on behalf of FIC outside of Canada:

a. the relevant Fidelity Indexes and the relevant Index Data; provided, however, that, notwithstanding anything to the contrary contained herein and for the avoidance of doubt, FIC shall not be permitted to use or distribute, and FIC shall ensure that no third party uses or distributes, any Index Data other than as expressly permitted in the relevant Order Schedule unless FIC is otherwise permitted to do so by the relevant third party data provider under an agreement between FIC and such relevant third party data provider; and

b. the relevant Fidelity Indexes in connection with making such disclosure about the FIC Funds in the markets where the applicable FIC Fund is permitted to sell its Fund Securities to the public as FIC deems necessary or desirable under any applicable law, rules, regulations or provisions of this Agreement, including identifying FMRC as the source of the Fidelity Indexes.

For the avoidance of doubt, the license granted hereunder shall be non-exclusive for the relevant Fidelity Indexes and the relevant FIC Funds. No rights to use the Fidelity Indexes are granted hereunder other than those specifically described and expressly granted herein, and FIC will not use the Fidelity Indexes in any manner other than as expressly permitted under this Agreement. Without limiting the foregoing, no right is granted hereunder to create, market, promote or trade, or to license others to create, market, promote or trade, or to license third parties to create, market, promote or trade, options contracts, futures contracts, or other derivative contracts, instruments or financial products based on Fund Securities or the FIC Funds, and FIC will not create, market, promote or trade, or license others to create, market, promote or trade, or to license third parties to create, market, promote or trade, options contracts, futures contracts, or other derivative contracts, instruments or financial products based on Fund Securities or the FIC Funds.

3. Listing of Fund Securities.

a. Listing of Fund Securities of FIC Funds. FIC may in good faith negotiate listing agreements ("Listing Agreements") with Secondary Market Facilities pursuant to which FIC Funds will be Listed. FIC will select the Secondary Market Facilities on which such FIC Funds will be Listed. No further license shall be required by FMRC of

any Secondary Market Facility or any other person or entity to own, list, sell, purchase, exchange, transfer, trade, provide brokerage or other services in connection with such FIC Funds on any Secondary Market Facility; or for any Secondary Market Facility to provide a facility or medium through which the Fund Securities of these FIC Funds may be listed, offered, sold, purchased, crossed, exchanged, transferred or traded.

b. To the extent FIC receives any licensing, transactional, or other fees for activities specified and described in this Section 3, then FIC will share such fees equally with FMRC.

4. Launch Obligations; Termination Right. FIC will use commercially reasonable efforts to (i) cause to be filed with the relevant regulators upon execution of the relevant Order Schedule (unless otherwise instructed by FMRC) for the relevant Fidelity Index the appropriate prospectus and related offering documents which includes the relevant FIC Fund(s) based on such Fidelity Index, (ii) seek to ensure that such prospectus and offering documents become effective in no less than a year, and (iii) launch the relevant FIC Fund(s) based on such Fidelity Index within ninety (90) days or the most reasonably expedient time after the prospectus and related offering documents become effective. Notwithstanding any other provision of this Agreement to the contrary, FIC's launch obligations are subject to (a) FMRC timely providing FIC with any reasonably requested information concerning the relevant Fidelity Index and (b) FMRC disclosing publicly on its website the index rules and methodology and the constituent securities of the relevant Fidelity Index. It is expressly acknowledged and agreed by FIC that, for the avoidance of doubt, each relevant FIC Fund is responsible for the contents of its offering documents, but that FIC shall be responsible to FMRC and liable for any damages caused as a result of such offering documents. Further, it is expressly acknowledged and agreed by FMRC that FIC's offering documents will include a link to where the relevant index rules, methodology and constituent securities are found on FMRC's or the Index calculation agent's websites. To the extent that FIC cannot meet its obligations set forth in (i), (ii) or (iii) above due to the action or inaction of any party whom FIC would not reasonably be expected to control (such as the relevant calculation agent), the foregoing time periods shall be stayed and cease to accrue for the duration of such action or inaction.

5. License Fees. As full and complete consideration for each license granted hereunder, FIC will pay to FMRC the relevant license fees as agreed to by the parties from time to time, subject to this Agreement and the applicable Order Schedule.

6. Term and Termination.

a. Term. The term of this Agreement shall commence on the Effective Date and continue in effect unless terminated earlier in accordance with the terms hereof. If this Agreement is terminated, all Order Schedules will be deemed to be terminated. The term of each Order Schedule shall be as set forth in such Order Schedule.

b. Breach. If a party breaches a material term or condition of this Agreement or of any Order Schedule, the other party may terminate this Agreement and/or the relevant Order Schedule by giving notice of its intent to terminate this Agreement and/or

the relevant Order Schedule based on such breach. Such notice shall be effective to terminate this Agreement and/or the relevant Order Schedule, as the case may be, on the date specified in such notice; provided that such date is at least sixty (60) days after the date of delivery of such notice to the party in breach. The foregoing notwithstanding, this Agreement and/or the relevant Order Schedule will not terminate if the breaching party corrects such breach prior to the effective date of termination, or if the nature of the breach is such that it cannot be cured within such period, the breaching party commences cure of such breach to the other party's reasonable satisfaction prior to the effective date of termination and thereafter diligently prosecutes it to completion to the other party's reasonable satisfaction. Termination pursuant to this subparagraph will not impair any other rights or remedies of a party pursuant to applicable law or under this Agreement.

c. Termination by FIC. FIC may terminate the relevant Order Schedule upon ninety (90) days' (or upon such lesser period of time if required pursuant to a court order or any law, rule, regulation or request by a regulator) prior written notice to FMRC if legislation or regulations are adopted or any regulatory or self-regulatory agency issues an interpretation that in the written opinion of FIC's counsel materially impairs FIC's ability to market and/or promote the relevant FIC Fund. FIC may terminate this Agreement upon thirty (30) days' (or upon such lesser period of time if required pursuant to a court order or any law, rule, regulation or request by a regulator) prior written notice to FMRC if the actions or failures to act of FMRC have caused or threaten imminently to cause material damage or harm to the reputation or goodwill of FIC; provided that such notice will specify in detail the nature of the offending action or inaction, and this Agreement will not terminate if FMRC takes corrective action within the notice period to the reasonable satisfaction of FIC.

d. Termination by FMRC. FMRC may terminate the relevant Order Schedule upon one hundred and twenty (120) days' (or upon such lesser period of time if required pursuant to a court order or any law, rule, regulation or request by a regulator) prior written notice to FIC if legislation or regulations are adopted or any regulatory or self-regulatory agency issues an interpretation that, in the written opinion of FMRC's counsel, materially impairs FMRC's ability to license and provide the relevant Fidelity Indexes in connection with the relevant FIC Fund. FMRC may terminate this Agreement upon one hundred and twenty (120) days' (or upon such lesser period of time if required pursuant to court order or any law, rule, regulation or request by a regulator) prior written notice to FIC if the actions or failures to act of FIC have caused or threaten imminently to cause material damage or harm to FMRC's reputation or goodwill; provided that such notice will specify in detail the nature of the offending action or inaction, and this Agreement will not terminate if FIC takes corrective action within the notice period to the reasonable satisfaction of FMRC.

e. FIC's Obligations Upon Termination. Upon termination of this Agreement or any Order Schedule, FIC will immediately (i) cease all use of the relevant Fidelity Indexes and Index Data as soon as legally permissible, but in no case later than one-hundred twenty (120) days after such termination without FMRC's prior written consent and (ii) return any FMRC Confidential Information (as defined in Section 15) in its possession or control; provided, however that if FMRC determines, in its sole discretion, to continue to

cause the relevant Fidelity Indexes to be calculated, then FIC will be entitled to make reference to such relevant Fidelity Indexes and Index Data in accordance with, and for the duration prescribed by (if any) any applicable law or regulation and will not be required to return such FMRC Confidential Information for so long as FIC is entitled to use such FMRC Confidential Information pursuant to this Section 6.e, in all cases subject to and in accordance with the terms of this Agreement. In such event, FIC will pay FMRC for all costs associated with the ongoing calculation and publication of such Fidelity Index or its portion of the costs if there are other licensees, including, without limitation, any data and calculation costs and fees, and the parties will negotiate in good faith any additional fees for such ongoing use. For the avoidance of doubt, upon termination of this Agreement or any Order Schedule, FMRC shall have no obligation to continue to cause the calculation of the relevant Fidelity Indexes and may at any time upon notice to FIC cease such calculation notwithstanding the foregoing, in which case FIC will comply with clauses (i) and (ii) of this Section 6.e.

7. Discontinuance of an Index.

a. FMRC shall have the right, in its sole discretion, to cease, or cause the relevant third party calculation agent to cease, compilation, calculation and publication of one or more of the Fidelity Indexes. In such event, this Agreement and the relevant Order Schedule(s) shall be terminated with respect to the discontinued Fidelity Indexes and this Agreement and the remaining Order Schedules will continue with respect to those Fidelity Indexes that continue to be compiled, calculated and published by, or on behalf of, FMRC. If FMRC decides to discontinue a Fidelity Index, and if reasonably possible under the circumstances, FMRC shall give FIC at least one hundred and twenty (120) days' written notice prior to such discontinuance.

b. In the event that FMRC discontinues any Fidelity Index pursuant to this Section 7 and provided that FMRC has not assigned or transferred the Fidelity Index to a third party, FMRC will grant to FIC a non-exclusive, perpetual, and royalty-free license effective as of the date of such discontinuance to use any information and data necessary for FIC, or a third party selected by FIC, to compile, maintain and publish such discontinued Fidelity Indexes following the effective date of such discontinuance; provided, however, that, and only to the extent that, FMRC has the necessary rights to grant such a license. If and only to the extent that FMRC has the necessary rights to do so, FMRC will deliver to FIC the methodology, construction rules and the identities of the data source(s) of such discontinued Fidelity Index and provide any assistance reasonably requested by FIC for FIC, or such third party, to assume the duty of compiling, publishing and maintaining the discontinued indexes. If and only to the extent that FMRC has the necessary rights to do so, FMRC shall provide reasonable transition assistance to FIC in connection with the calculation of a new index to replace the relevant Fidelity Index for up to ninety (90) days after the discontinuance of such Fidelity Index. FIC will pay FMRC for all commercially reasonable costs associated with such transition assistance, including, without limitation, any data and calculation costs and fees, and the parties will negotiate in good faith, any additional fees for such transition assistance; provided that if the parties are unable to agree on any such fees within thirty (30) days after the relevant discontinuance of such Fidelity Index, FMRC shall have no obligation

to continue providing such transition assistance. Except as may be required by law or regulation to accurately represent the Fidelity Indexes as the underlying basis of a Fidelity index prior to discontinuance of the Fidelity Indexes, FIC will not thereafter make any reference to FMRC or the Fidelity Indexes with respect to the discontinued Fidelity Indexes or otherwise, and FMRC will have no further obligations to FIC with respect to the discontinued Fidelity Indexes. Immediately upon such discontinuance, FIC will redesignate the discontinued indexes and the FIC Funds based thereon as being sponsored by FIC, and FIC will prominently disclaim any relationship with FMRC with respect to any discontinued Fidelity Indexes.

c. If FMRC changes the name of any Fidelity Index other than due to a legal or regulatory requirement, FMRC shall share FIC's costs to update any relevant written materials to reflect such name change; provided that FIC provides FMRC with documented evidence of such costs and that such costs are reasonable and customary under the circumstances.

d. If FIC requests a name change to any Fidelity Index other than due to a legal or regulatory requirement, FIC shall share FMRC's costs to update any relevant written materials to reflect such name change; provided that FMRC provides FIC with documented evidence of such costs and that such costs are reasonable and customary under the circumstances.

8. No Obligation to Create or Maintain FIC Funds. Except as set forth in Section 4, FIC shall have no obligation hereunder to sponsor the formation of or maintain any FIC Funds, or to continue to, or cause to, maintain any existing FIC Fund's investment objectives to track any Fidelity Index, nor will FIC have an obligation to maintain any particular level of assets in any FIC Fund. FIC in its sole discretion, or a FIC Fund in accordance with the terms and conditions of its governing documents or under the management and direction of its investment fund manager, or, if applicable, independent review committee, may determine to change the investment objective of a FIC Fund or merge, liquidate, dissolve, or otherwise reorganize or discontinue any FIC Fund at any time. In the event FIC or a FIC Fund takes any action or inaction described in this Section 8, (i) FIC will use reasonable efforts to provide FMRC with ninety (90) days' advance written notice of such action and (ii) if applicable, this Agreement shall terminate automatically with respect to any such FIC Fund and Fidelity Index.

9. Certain FMRC Obligations.

a. To the extent FMRC and the relevant calculation agent have the right to do so, FMRC shall, or shall cause the relevant calculation agent to, provide the relevant Index Data to FIC or to a third party as specified in and subject to and in accordance with the relevant Order Schedule; provided that, for the avoidance of doubt, in no event will any information with respect to the calculation or composition of any Fidelity Index, or potential changes thereto, or any changes in any Fidelity Index Methodology be made available to FIC prior to the same being made publicly available. If any such rights are terminated with respect to any Index Data at any time during the term of this Agreement or the relevant Order

Schedule, FMRC's and the relevant calculation agent's obligations hereunder shall cease with respect to such Index Data. FIC shall be responsible and liable to FMRC for any use or misuse of the Index Data by any third party to whom FIC or the relevant calculation agent has provided such Index Data hereunder, except FMRC's relevant calculation agent.

b. FIC and FMRC shall discuss in good faith opportunities for marketing the FIC Funds; provided, however, that FMRC shall not, and is in no way obliged to, engage in any marketing activities in connection with the FIC Funds or to make any representation or statement to investors or prospective investors in connection with the marketing by FIC of the FIC Funds.

c. FMRC will use commercially reasonable efforts to safeguard the confidentiality of all impending changes in the components or method of computation of the Fidelity Indexes until such changes are publicly disseminated, and will require the same of any calculation agent with whom it has contracted for computation thereof. FMRC will implement reasonable procedures so that only those persons at FMRC who are directly responsible for changes in the composition or method of computation of the Fidelity Indexes or who otherwise need to know will be granted access to information respecting impending changes.

d. FMRC or its agent shall use reasonable commercial efforts to enter into agreements with third parties to calculate and disseminate the Fidelity Indexes in accordance with the time period set forth in the relevant Order Schedule and in accordance with the relevant Fidelity Index Methodology, as may be modified from time to time pursuant thereto. FMRC shall use reasonable efforts to instruct its calculation agent to use reasonable efforts to correct any mathematical errors in such calculation agent's computations of the Fidelity Indexes which are brought to the relevant Index Committee's attention by FIC or which otherwise come to the attention of FMRC; provided that nothing in this Section 9.d. shall give FIC the right to exercise any judgment or require any changes with respect to FMRC's method of composing, calculating or determining the Fidelity Indexes.

#### 10. Certain FIC Obligations.

a. Informational Materials. FIC shall submit to FMRC for its review and prior approval examples of all types of informational materials pertaining to and to be used in connection with each FIC Fund, including, without limitation, all prospectuses, amendments to prospectuses, ETF and fund facts, advertisements, web pages, brochures and promotional and any other similar informational materials (including documents required to be filed with governmental or regulatory agencies) that in any way use or refer to FMRC or any of the Fidelity Indexes (the "Informational Materials"). Informational Materials shall be addressed to: Professional Services Group, Attn: Scott O'Reilly, 245 Summer Street, Boston, MA 02210. "Informational Materials" will not include general references to the FIC Funds in materials that refer to various products sponsored or advised by FIC or which are otherwise not specifically related to or created for the FIC Funds; provided that there are no references to FMRC or any Fidelity Index in such materials. FMRC will notify FIC, by

facsimile transmission or electronic mail of its approval or disapproval of any Informational Materials as soon as reasonably practicable and in any event within ten (10) days with respect to new Informational Materials which FMRC has not previously reviewed or within five (5) days with respect to Informational Materials that have been previously reviewed by FMRC (in each case, excluding Saturday, Sunday and New York Stock Exchange Holidays) following receipt thereof from FIC. Any disapproval will state FMRC's reasons therefore. Any failure by FMRC to respond within the applicable period specified in the preceding sentence will result in FMRC being deemed to have waived its right to approve or decline to approve of the relevant Informational Material. Any revised Informational Materials which have been previously approved (but which, for the avoidance of doubt, do not include those Informational Materials for which FMRC is deemed to have waived its right to review and approve or decline to approve per the immediately preceding sentence) by FMRC and which do not alter the reference to FMRC or any of the Fidelity Indexes are not required to be resubmitted to FMRC for approval. Notwithstanding the foregoing, FMRC shall have the right to modify the use or description of FMRC or any Fidelity Index previously approved in Informational Materials and will notify FIC to such effect, in which case such previously approved Informational Materials will need to be resubmitted to FMRC and subject to its prior written approval each subject to and in accordance with this Section 10.a.

b. Costs of Launching the FIC Funds; Marketing. FIC will be responsible for all costs and expenses incurred with launching the FIC Funds, including, without limitation, all costs and expenses associated with offering documents, advertising and marketing, including, without limitation, uploads and design changes to the current FIC website. FIC (or its designee) will use commercially reasonable efforts to market and distribute the FIC Funds, subject to and in accordance with the terms of this Agreement and in compliance with all applicable laws and regulations. FIC shall be responsible and liable to FMRC for any damages suffered by FMRC as a result of any such designee's actions or omissions under this Agreement to the same extent that FIC would be responsible and liable to FMRC if such act or omission were performed or not performed, as the case may be, by FIC.

c. Board Approval. FIC will use commercially reasonable efforts to obtain the requisite approvals of the FIC Board of Directors (the "Board") to launch the FIC Funds. Further, subject to FIC's fiduciary duties, FIC will recommend to the Board and use commercially reasonable efforts to ensure that the FIC Funds are approved and that the Fidelity Indexes are used as the benchmark the FIC Funds are tracking.

d. Resignation as Portfolio Manager. FIC will give FMRC prompt written notice of FIC's resignation or termination as portfolio manager, manager, or trustee of any FIC Fund benchmarked to a Fidelity Index, and will use its commercially reasonable efforts to give FMRC at least ninety (90) days' prior written notice of such resignation or termination.

e. FIC will provide FMRC with all reasonable cooperation to assist FMRC and the Secondary Market Facilities on which each FIC Fund is listed in connection with regulatory filings required to confer to FMRC the benefits of the disclaimer of liability

to index publishers with respect to the FIC Funds. FMRC will provide FIC with all reasonable cooperation to assist FIC in listing on Secondary Market Facilities with respect to regulatory filings.

11. Fidelity Index Names and Use.

a. FMRC does not object to the use in Canada by FIC of the names of the Fidelity Indexes, provided that FMRC has no liability for such use.

b. FIC shall use its best efforts to protect the goodwill and reputation of FMRC and of the names of the Fidelity Indexes in connection with FIC's use of the Fidelity Indexes under this Agreement.

c. If at any time FMRC reasonably determines that FIC is not properly using the Fidelity Indexes in connection with any of the FIC Funds or Informational Materials, FMRC will give written notice to FIC to such effect. Such notice will set forth in detail the nature of the impropriety of FIC's usage. Upon receipt of such notice, FIC will use reasonable commercial efforts to correct such improper usage.

12. Protection of the Fidelity Indexes.

a. In the event that FIC learns of an infringement of any intellectual property rights in the Fidelity Indexes, FIC will immediately notify FMRC to such effect.

b. FMRC will have the option, but not the obligation, to take action at its expense against such person or entity with respect to the infringement, imitation or use of the Fidelity Indexes. In the event FMRC institutes suit against such person or entity, FMRC shall select counsel of its choice, shall control the litigation, shall bear the entire cost of such action, and shall be entitled to retain any settlement or recovery in connection with such action. FIC will cooperate with FMRC in any such action. If FMRC chooses not to pursue such action, FIC may, with FMRC's prior written consent, which consent may be withheld in FMRC's sole reasonable discretion, take action against such person or entity to stop such infringement or imitation. In the event FIC institutes suit against such person or entity, FIC shall select counsel of its choice, shall control the litigation, shall bear the entire cost of such action, and shall be entitled to retain any settlement or recovery in connection with such action.

c. FIC shall use the disclaimers and attribution set forth in Section 17 when referring to one or more of the Fidelity Indexes.

13. Proprietary Rights in the Indexes. FIC acknowledges that each Fidelity Index is selected, coordinated, arranged and prepared by FMRC through the application of methods and standards of judgment used and developed through the expenditure of considerable work, time and money by FMRC. FIC also acknowledges that the Fidelity Indexes are the exclusive property of FMRC, that FMRC has and retains all proprietary rights therein (including, but not limited to copyrights) and that the Fidelity Indexes and their compilation and composition and changes therein are in the control and sole discretion of FMRC. Except for the rights granted pursuant to this Agreement, FIC claims no, and has no, interest in or to the Fidelity Indexes or any of FMRC's proprietary rights therein.

14. Index Issues. The Index Committee or FMRC, as applicable, reserves the right to change the composition of the securities making up any Fidelity Index and to change the methods by which any Fidelity Index is computed. In the event that the Index Committee or FMRC, as applicable, initiates any changes to any of the Fidelity Indexes, the Index Committee shall use reasonable efforts to simultaneously provide FIC and the public with no less than thirty (30) days' prior written notice of such changes and the Index Committee or FMRC, as applicable, shall cooperate in good faith with FIC to consider any comments and suggestions that FIC may have regarding the changes. Notwithstanding the foregoing or anything to the contrary contained herein, if a change to a Fidelity Index is due to a market disruption event or any other similar event, the thirty (30) day notice period shall not apply and FMRC or the Index Committee, as applicable, will simultaneously provide FIC and the public with as much notice as is practical under the circumstances. For the avoidance of doubt, no notice hereunder shall be provided to FIC in advance of providing such notice to the public.

15. Confidentiality. Any and all non-public information of any form about FMRC or its Affiliates obtained by FIC, its employees, agents or service providers, or to which FIC, its employees, agents or service providers otherwise has access to, in the performance of this Agreement shall be deemed to be confidential and proprietary information of FMRC. For the avoidance of doubt, any and all information related to the Fidelity Indexes shall be deemed to be confidential information of FMRC. FIC will hold the confidential information of FMRC and its Affiliates in strict confidence and will not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose such information to third parties and will not use such information for any purposes whatsoever other than as contemplated by this Agreement and will advise each of its Affiliates, employees, agents and service providers who may be exposed to such proprietary and confidential information of their obligations to keep such information confidential. The Informational Materials which are marked as confidential and provided to FMRC hereunder shall be deemed to be confidential information of FIC. For the avoidance of doubt, the parties intend that FIC will not provide any other information to FMRC hereunder other than information that is publicly available. However, FMRC shall use commercially reasonable efforts to hold the confidential information of FIC and any other confidential information from FIC inadvertently received by FMRC (“FIC Confidential Information”) in confidence and to not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose the FIC Confidential Information to third parties and to not use the FIC Confidential Information for any purposes whatsoever other than as contemplated by this Agreement and to advise each of its employees, agents and service providers who are exposed to the FIC Confidential Information of their obligations to comply with this provision. Confidential information shall not include information which is (i) or becomes publicly available other than by disclosure by the receiving party in violation of this Agreement, (ii) demonstrably known to the receiving party prior to its receipt hereunder, (iii) independently developed by the receiving party without use of or reference to the disclosing party’s confidential information, (iv) rightfully and legally obtained by receiving party from third parties. Notwithstanding anything to the contrary herein, the receiving party may disclose confidential information required to be disclosed by it by applicable law or regulation, or if applicable law in relation to the relevant FIC Fund requires its disclosure, or pursuant to a subpoena or order of a court or regulatory, self-regulatory or legislative body of competent jurisdiction, or in connection with any regulatory report, audit, inquiry or other request for information from a regulatory, self-regulatory or legislative body of competent jurisdiction; or (v) disclosed by the receiving party with the express written consent of the disclosing party. In the event the receiving party receives a request to disclose any confidential information of the disclosing party under such subpoena, order or otherwise, the receiving party will, unless prohibited by law, (a) promptly notify the disclosing party, (b) consult with the disclosing party on the advisability of taking steps to resist or narrow such request, and (c) if disclosure is required or deemed advisable, cooperate with the disclosing party in any attempt that it may make to obtain an order or other reliable assurance that confidential treatment will be accorded to designated portions of the confidential information. Any such compelled disclosure hereunder shall not render the disclosed confidential information non-confidential or otherwise limit the receiving party’s obligations to keep such disclosed information confidential. This Section 15 shall survive termination or expiration of this Agreement.

16. Representations and Warranties.

a. Each party represents and warrants that (i) it is duly incorporated, or an entity duly organized, under the laws of the jurisdiction where it is incorporated or organized, is validly existing and in good standing under the laws of such jurisdiction, and has and will have at all times during the term hereof all requisite power and authority, corporate or otherwise, to perform its obligations under and enter into this Agreement, (ii) the execution and delivery of this Agreement have been approved by all necessary entity action, and (iii) this Agreement is enforceable against such party in accordance with its terms, except as limited by bankruptcy and other laws of general application relating to insolvency or the protection of creditors' rights.

b. Each party represents and warrants that the execution, delivery, and performance by such party of this Agreement will not (i) conflict with or result in a breach of or constitute a default under or result in the termination of any contract, agreement, or other instrument to which such party is a party or by which it is bound or to which any of its assets are subject, or result in the creation of any lien or encumbrance upon any of said party's assets, or impair the ability of the parties hereto to perform their obligations under the Agreement, or (ii) conflict with, violate, or result in a breach of or constitute a default under any judgment, order, decree, law, rule, regulation, or other restriction of any court, government or governmental agency to which such party is subject.

c. Each party represents and warrants that its actions contemplated hereunder will not knowingly violate any applicable law, including, but not limited to, banking, securities laws, intellectual property laws or proprietary or commercial rights of any person not a party to this Agreement.

17. Disclaimers and Attribution.

a. FIC agrees expressly to be bound by and furthermore to include, or cause to be included, all of the following disclaimers and limitations in each prospectus (which shall be incorporated by reference in the prospectus) relating to each FIC Fund and upon request to furnish a copy thereof to FMRC. The requirements of this Section 17 shall be in addition to the requirements of Section 10.a.

THE FUND/ETF IS NOT SPONSORED, ENDORSED, SOLD OR PROMOTED BY FMRC. FMRC MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, TO THE OWNERS OF THE FUND/ETF OR ANY MEMBER OF THE PUBLIC REGARDING THE ADVISABILITY OF INVESTING IN SECURITIES GENERALLY OR IN THE FUND/ETF PARTICULARLY OR THE ABILITY OF THE [INSERT NAME OF INDEX] INDEX TO PERFORM AS INTENDED. OTHER THAN AS INDICATED BELOW, FMRC'S ONLY RELATIONSHIP TO [FIC] OR THE FUND/ETF IS THE LICENSING OF THE [INSERT NAME OF INDEX] INDEX WHICH WAS DEVELOPED BY FMRC AND IS CALCULATED BY FMRC OR ITS AGENTS WITHOUT REGARD TO [FIC] OR THE FUND/ETF. NEITHER FMRC NOR ITS AGENTS HAS ANY OBLIGATION TO TAKE THE NEEDS OF [FIC], THE FUND/ETF OR THE

UNITHOLDERS OF THE FUND/ETF INTO CONSIDERATION IN DETERMINING, COMPOSING OR CALCULATING THE [INSERT NAME OF INDEX] INDEX. FMRC IS NOT RESPONSIBLE FOR, NOR HAS IT PARTICIPATED IN THE DETERMINATION OF, THE NET ASSET VALUE OF THE FUND/ETF OR THE TIMING OF THE ISSUANCE OR SALE OF UNITS OF THE FUND/ETF OR IN THE DETERMINATION OR CALCULATION OF THE REDEMPTION PRICE PER UNIT OF THE FUND/ETF. FMRC HAS NO OBLIGATION OR LIABILITY IN CONNECTION WITH THE ADMINISTRATION, MARKETING OR TRADING OF THE FUND/ETF.

FMRC DOES NOT GUARANTEE THE ACCURACY AND/OR THE COMPLETENESS OF THE [INSERT NAME OF INDEX] INDEX OR ANY DATA INCLUDED THEREIN OR RELATING THERETO, ALL OF WHICH IS PROVIDED "AS IS," OR THAT THE FUND/ETF OR THE [INSERT NAME OF INDEX] INDEX IS SUITABLE FOR ANY INVESTOR, AND FMRC HEREBY EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY FOR ANY ERRORS, OMISSIONS, OR INTERRUPTIONS THEREIN OR IN THE CALCULATION THEREOF. FMRC MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE RESULTS TO BE OBTAINED BY THE FUND/ETF, THE UNITHOLDERS, OR ANY OTHER PERSON OR ENTITY FROM USE OF THE [INSERT NAME OF INDEX] INDEX OR ANY DATA INCLUDED THEREIN. FMRC MAKES NO EXPRESS OR IMPLIED WARRANTIES, AND EXPRESSLY DISCLAIMS ALL WARRANTIES OF NON-INGFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE WITH RESPECT TO THE [INSERT NAME OF INDEX] INDEX OR ANY DATA INCLUDED THEREIN. WITHOUT LIMITING ANY OF THE FOREGOING, FMRC HEREBY EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY FOR ANY SPECIAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES.

Where space is limited in an Informational Material document, such as in a ETF or fund facts, the following shortened disclaimer may be used instead of the above:

The Fund/ETF is indexed to {...name.....} index. The Index captures {...**brief description**.....}. The Fund/ETF is not sponsored, endorsed, sold, or promoted by FMRC. FMRC makes no representation regarding the advisability of investing in the Fund/ETF. The Prospectus contains a more detailed description of the limited relationship FMRC has with FIC and any related funds/ETFs.

b. For all Informational Materials and in addition to the requirements set out in Section 10.a and Section 17.a, FIC must include, or cause to be included, the following language if not already included in a disclaimer:

The Fund/ETF is not sponsored, endorsed, sold, or promoted by FMRC. FMRC makes no representation regarding the advisability of investing in the Fund/ETF.

c. FIC shall reproduce all proprietary rights notices contained in any materials provided by FMRC, and FIC shall not modify, obscure or remove any such notices without the prior written consent of FMRC.

d. Any changes to the disclaimers, attribution and limitations set forth in Sections 17.a. and 17.b. must be approved in advance in writing by an authorized officer of FMRC.

#### 18. Indemnification.

a. FIC shall indemnify and hold harmless FMRC, the FMRC Affiliates, and their officers, directors, employees and agents (the "FMRC Indemnified Parties") against any and all judgments, damages, costs or losses of any kind (including reasonable attorneys' and experts' fees) resulting from any claim, action or proceeding brought by a third party (a "Claim"), and shall defend any such Claim, that arises out of or relates to (i) the creation, marketing, advertising, listing, trading, offering, selling, and/or operation of any FIC Fund, (ii) any breach by FIC, FIC designees or by any third party who receives Index Data on behalf of FIC hereunder or FIC's representations or warranties under this Agreement, or (iii) any violation of applicable laws (including, but not limited to, banking and securities laws) arising out of the marketing, advertising, listing, offer, sale, operation, or trading of any FIC Fund; provided, however, that such obligation to indemnify will be conditioned upon (a) FMRC notifying FIC promptly of any such Claim (provided that any failure to provide such notice shall relieve FIC of its indemnity obligations only to the extent it is prejudiced by such failure), (b) FMRC granting FIC control of defense and/or settlement of such Claim, and (c) upon FIC's reasonable request, FMRC cooperating with FIC in the defense thereof at FIC's sole cost and expense. The foregoing notwithstanding, FIC will not be obligated to indemnify the FMRC Indemnified Parties to the extent the relevant Claim arises out of or relates to a breach by FMRC of its covenants, representations or warranties hereunder, or FMRC's gross negligence, fraud or willful misconduct. The FMRC Indemnified Parties shall have the right, at their own expense, to participate in the defense of any claim, action or proceeding against which they are indemnified hereunder; provided, however, they shall have no right to control the defense, consent to judgment, or agree to settle any such claim or proceeding without the written consent of FIC without waiving the indemnity hereunder. FIC, in the defense of any Claim, except with the written consent of the FMRC Indemnified Parties, shall not consent to entry of any judgment or enter into any settlement which either does not include, as an unconditional term, the grant by the claimant to the FMRC Indemnified Parties of a release of all liabilities in respect of such claims or otherwise adversely affects the rights of the FMRC Indemnified Parties.

b. FMRC shall indemnify and hold harmless FIC, its Affiliates and their officers, directors, employees and agents (the "FIC Indemnified Parties") against any and all judgments, damages, costs or losses of any kind (including reasonable attorneys' and experts' fees) resulting from any Claim, and shall defend any such Claim, to the extent such Claim arises out of or relates to any third party claim (i) alleging that one or more of the Fidelity Indexes licensed hereunder violate or infringe any copyright, license, intellectual property or other proprietary or commercial right of any third party, or (ii) any breach by FMRC of

FMRC's representations or warranties under this Agreement; provided, however, that such obligation to indemnify will be conditioned upon (a) FIC notifying FMRC promptly of any such claim, action or proceeding (provided that any failure to provide such notice shall relieve FMRC of its indemnity obligations only to the extent it is prejudiced by such failure), (b) FIC granting FMRC control of its defense and/or settlement, and (c) upon FMRC's reasonable request, FIC cooperating with FMRC in the defense thereof at FMRC's sole cost and expense. The foregoing notwithstanding, FMRC will not be obligated to indemnify the FIC Indemnified Parties to the extent the relevant Claim arises out of or relates to (i) a breach by FIC, FIC designees or by any third party who receives Index Data on behalf of FIC hereunder of its covenants, representations, or warranties hereunder, (ii) any modification made by or on behalf of FIC to any of the Fidelity Indexes or any use by or on behalf of FIC of any Fidelity Index other than in strict accordance with this Agreement; or (iii) FIC's gross negligence, fraud or willful misconduct. The FIC Indemnified Parties shall have the right, at their own expense, to participate in the defense of any claim, action or proceeding against which they are indemnified hereunder; provided, however, they shall have no right to control the defense, consent to judgment, or agree to settle any such claim, action or proceeding without the written consent of FMRC without waiving the indemnity hereunder. FMRC, in the defense of any Claim, except with the written consent of the FIC Indemnified Parties, shall not consent to entry of any judgment or enter into any settlement which either does not include, as an unconditional term, the grant by the claimant to the FIC Indemnified Parties of a release of all liabilities in respect of such claims or otherwise adversely affects the rights of the FIC Indemnified Parties.

19. Suspension of Performance. Neither FMRC nor FIC shall bear responsibility or liability for any losses arising out of any delay in or interruptions of their respective performance of their obligations under this Agreement due to any act of God, act of governmental authority, act of the public enemy or due to war, terrorism, the outbreak or escalation of hostilities, riot, fire, flood, civil commotion, insurrection, labor difficulty, including without limitation, any strike, or other work stoppage or slow down, severe or adverse weather conditions, communications line failure, or other similar cause beyond the reasonable control of the party so affected.

20. Other Matters.

a. This Agreement may not be assigned or encumbered by either party, except as otherwise stated herein, and any attempt at such an assignment or encumbrance not permitted hereunder shall be null and void. Notwithstanding the foregoing sentence, either party may transfer or assign its respective rights and obligations under this Agreement without the consent of the other party to an entity controlling, controlled by or under common control with the transferring party or to a successor of all or substantially all of the transferring party's business. Further, FMRC may also transfer or assign its rights in any one or more Fidelity Indexes without the consent of FIC. The Parties agree that any transfer pursuant to the preceding sentences shall provide that the transferee third party must agree by means of a joinder agreement to be bound by all of the relevant terms and conditions of this Agreement, subject to any arrangement agreed to by the parties with respect to license fees.

b. (i) FIC will not, without the prior written consent of FMRC in each instance, or approval by FMRC pursuant to Section 10.a, but in such case only for the sole purpose of the relevant Informational Materials, (a) use in advertising, publicity, marketing or other promotional materials, or activities the name, trade name of FMRC or their respective partners or employees, or (b) represent, directly or indirectly, that any product or any service provided by FIC has been approved or endorsed by FMRC. This provision shall survive the termination or expiration of this Agreement.

(ii) FMRC will not, without the prior written consent of FIC in each instance, (a) use in advertising, publicity, marketing or other promotional materials, or activities the name, trade name of FIC or their respective partners or employees, or (b) represent, directly or indirectly, that any product or any service provided by FMRC has been approved or endorsed by FIC. This provision shall survive the termination or expiration of this Agreement.

c. This Agreement, together with the Order Schedules and exhibits hereto, and any agreement between the parties regarding license fees, constitute the entire agreement of the parties hereto with respect to its subject matter and may be amended or modified only by a writing signed by duly authorized officers of both parties. This Agreement supersedes all previous agreements between the parties with respect to the subject matter of this Agreement. There are no oral or written collateral representations, agreements, or understandings except as provided herein. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of any Order Schedule, the terms and conditions of the relevant Order Schedule will control.

d. No waiver, modification, or amendment of any of the terms and conditions hereof shall be valid or binding unless set forth in a written instrument signed by duly authorized officers of both parties. The delay or failure by any party to insist, in any one or more instances, upon strict performance of any of the terms or conditions of this Agreement or to exercise any right or privilege herein conferred shall not be construed as a waiver of any such term, condition, right, or privilege, but the same shall continue in full force and effect.

e. No breach, default, or threatened breach of this Agreement by either party shall relieve the other party of its obligations or liabilities under this Agreement with respect to the protection of the property or proprietary nature of any property which is the subject of this Agreement.

f. Except as set forth in Section 10.a. with respect to Informational Materials, all notices and other communications under this Agreement shall be (i) in writing, (ii) delivered by hand, by registered or certified mail, return receipt requested, or by facsimile transmission to the address or facsimile number set forth below or such address or facsimile number as either party shall specify by a written notice to the other and (iii) deemed given upon receipt.

Notice to FMRC:

**FMR Co., Inc.**  
245 Summer Street

Boston, MA  
Attn: Harris Komishane  
Fax #: (617) 598-9513

With copy (which shall not constitute notice) to:

Fidelity Investments  
1225 17<sup>th</sup> Street, Suite 1100  
Denver, CO 80202

Attn: Shelley A. Harding  
Fax #: (617) 385-1252

Notice to FIC:

**Fidelity Investments Canada ULC**  
483 Bay Street  
Suite 300  
Toronto, Ontario  
M5G 2N7

Attn: Andrew Clee  
Fax #: (416) 307-5517

With a copy (which shall not constitute notice) to:

Attn: W. Sian Burgess  
Fax #: (416) 307-5535

g. This Agreement and all matters relating to or arising under this Agreement shall be governed in all respects by the laws of the Commonwealth of Massachusetts, without giving effect to principles of conflicts of law, and any litigation arising out of or connected in any way with this Agreement shall be interpreted construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.

h. This Agreement (and any related agreement or arrangement between the parties hereto) is solely and exclusively for the benefit of the parties hereto, the indemnified parties under Section 18 and the parties' respective successors, and nothing in this Agreement (or any related agreement or arrangement between the parties hereto), express or implied, is intended to or shall confer on any other person or entity (including, without limitation, any purchaser of any shares in the FIC Fund), any rights, benefits, or remedies of any nature whatsoever under or by reason of this Agreement (or any such related agreement or arrangement between the parties hereto).

i. The parties hereto are independent contractors. Nothing herein shall be construed to place the parties in the relationship of partners or joint venturers, and neither party shall acquire any power, other than as specifically and expressly provided in this Agreement, to bind the other in any manner whatsoever with respect to third parties.

j. The following Sections will survive termination of the Agreement: 6, 7, 11, 14, 15, 18, and 20. All other rights and obligations under this Agreement will terminate as of the effective date of termination, subject to any arrangement agreed to by the parties with respect to license fees.

*[remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first set forth above.

**Fidelity Investments Canada ULC**

By (signed) Philip McDowell

Name: Philip McDowell

Title: Senior Vice-President, Chief Financial Officer

**FMR Co., Inc.**

By (signed) Harris Komishane

Name: Harris Komishane

Title: Chief Financial Officer

**ORDER SCHEDULE NO. ONE  
TO THE LICENSE AGREEMENT DATED AS OF AUGUST 30, 2018 BY AND  
BETWEEN FMR CO., INC. (“FMRC”) AND FIDELITY INVESTMENTS  
CANADA ULC (“FIC”) (THE “AGREEMENT”)**

This Order Schedule No. One (this “Order Schedule”) to the Agreement is entered into as of the Order Schedule Effective Date stated below, by and between FIC and FMRC. The terms and conditions of the Agreement are hereby incorporated herein by reference. Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement. In the event of a conflict between the terms and conditions of the Agreement and this Order Schedule, the terms and conditions of this Order Schedule shall control.

1. **Order Schedule Effective Date:** August 30, 2018
2. **Fidelity Index Name and Description:**
  - a. Fidelity Canada Canadian High Dividend Index: Designed to reflect the performance of stocks of large- and mid-capitalization Canadian dividend-paying companies that are expected to continue to pay and grow their dividends. The universe of stocks for consideration in the Index consists of the largest 300 Canadian stocks based on float-adjusted market capitalization.
3. **FIC Funds:** Fidelity Canadian High Dividend Index ETF and Fidelity Canadian High Dividend Index ETF Fund
4. **License Term:** Initial two year term, with automatic renewal for one year periods thereafter, unless terminated.
5. **Exclusive License:** Yes  No
6. **License Fees Per Index:** As agreed to by FMRC and FIC from time to time in a separate letter agreement.
7. **Index Data:** 20 years of history for holdings and daily index levels
8. **Index Committee:** FMRC Self-Indexing Committee
9. **Index Methodology:** See Fidelity Canada Canadian High Dividend Index – Index Methodology Document, June 2018.
10. **Index Data:** Index levels and constituents, historical and ongoing
  - a. Pro-forma files
  - b. Constituent files – 20 years of history and ongoing
  - c. Adjusted constituent files
  - d. Corporate action files

e. Index levels-20 years of history and ongoing

11. Pursuant to a Letter of Authorization, mutually agreed to by the parties, certain third parties are entitled to index data distribution directly from the calculation agent.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first set forth above.

**Fidelity Investments Canada ULC**

By (signed) Philip McDowell

Name: Philip McDowell

Title: Senior Vice-President, Chief Financial Officer

**FMR Co., Inc.**

By (signed) Harris Komishane

Name: Harris Komishane

Title: Chief Financial Officer

**ORDER SCHEDULE NO. TWO  
TO THE LICENSE AGREEMENT DATED AS OF AUGUST 30, 2018 BY AND  
BETWEEN FMR CO., INC. (“FMRC”) AND FIDELITY INVESTMENTS  
CANADA ULC (“FIC”) (THE “AGREEMENT”)**

This Order Schedule No. Two (this “Order Schedule”) to the Agreement is entered into as of the Order Schedule Effective Date stated below, by and between FIC and FMRC. The terms and conditions of the Agreement are hereby incorporated herein by reference. Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement. In the event of a conflict between the terms and conditions of the Agreement and this Order Schedule, the terms and conditions of this Order Schedule shall control.

1. **Order Schedule Effective Date:** August 30, 2018
2. **Fidelity Index Name and Description:**
  - a. Fidelity Canada U.S. Dividend for Rising Rates Index: Designed to reflect the performance of stocks of large- and mid-capitalization dividend-paying U.S. companies that are expected to continue to pay and grow their dividends and have a positive correlation of returns to increasing 10-year U.S. Treasury yields. The universe of stocks for consideration in the Index consists of the largest 1,000 U.S. stocks based on float-adjusted market capitalization.
3. **FIC Funds:** Fidelity U.S. Dividend for Rising Rates Index ETF and Fidelity U.S. Dividend for Rising Rates Index ETF Fund
4. **License Term:** Initial two year term, with automatic renewal for one year periods thereafter, unless terminated.
5. **Exclusive License:** Yes  No
6. **License Fees Per Index:** As agreed to by FMRC and FIC from time to time in a separate letter agreement.
7. **Index Data:** 20 years of history for holdings and daily index levels
8. **Index Committee:** FMRC Self-Indexing Committee
9. **Index Methodology:** See Fidelity Canada U.S. Dividend for Rising Rates Index – Index Methodology Document, June 2018.
10. **Index Data:** Index levels and constituents, historical and ongoing
  - f. Pro-forma files
  - g. Constituent files – 20 years of history and ongoing
  - h. Adjusted constituent files

- i. Corporate action files
- J. Index levels - 20 years of history and ongoing

11. Pursuant to a Letter of Authorization, mutually agreed to by the parties, certain third parties are entitled to index data distribution directly from the calculation agent.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first set forth above.

**Fidelity Investments Canada ULC**

By (signed) Philip McDowell  
Name: Philip McDowell  
Title: Senior Vice-President, Chief Financial Officer

**FMR Co., Inc.**

By (signed) Harris Komishane  
Name: Harris Komishane  
Title: Chief Financial Officer

**ORDER SCHEDULE NO. THREE  
TO THE LICENSE AGREEMENT DATED AS OF AUGUST 30, 2018 BY AND  
BETWEEN FMR CO., INC. (“FMRC”) AND FIDELITY INVESTMENTS  
CANADA ULC (“FIC”) (THE “AGREEMENT”)**

This Order Schedule No. Three (this “Order Schedule”) to the Agreement is entered into as of the Order Schedule Effective Date stated below, by and between FIC and FMRC. The terms and conditions of the Agreement are hereby incorporated herein by reference. Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement. In the event of a conflict between the terms and conditions of the Agreement and this Order Schedule, the terms and conditions of this Order Schedule shall control.

1. **Order Schedule Effective Date:** August 30, 2018
2. **Fidelity Index Name and Description:**
  - a. **Fidelity Canada U.S. Dividend for Rising Rates Currency Neutral Index:** Designed to reflect the performance of stocks of large- and mid-capitalization dividend-paying U.S. companies that are expected to continue to pay and grow their dividends and have a positive correlation of returns to increasing 10-year U.S. Treasury yields. The universe of stocks for consideration in the Index consists of the largest 1,000 U.S. stocks based on float-adjusted market capitalization. The Index hedges its U.S. dollar currency exposure to the Canadian dollar.
3. **FIC Funds:** Fidelity U.S. Dividend for Rising Rates Currency Neutral Index ETF and Fidelity U.S. Dividend for Rising Rates Currency Neutral Index ETF Fund
4. **License Term:** Initial two year term, with automatic renewal for one year periods thereafter, unless terminated.
5. **Exclusive License:** Yes  No
6. **License Fees Per Index:** As agreed to by FMRC and FIC from time to time in a separate letter agreement.
7. **Index Data:** 20 years of history for holdings and daily index levels
8. **Index Committee:** FMRC Self-Indexing Committee
9. **Index Methodology:** See Fidelity Canada U.S. Dividend for Rising Rates Currency Neutral Index – Index Methodology Document, June 2018.
10. **Index Data:** Index levels and constituents, historical and ongoing
  - k. Pro-forma files
  - l. Constituent files – 20 years of history and ongoing

- m. Adjusted constituent files
- n. Corporate action files
- o. Index levels - 20 years of history and ongoing

11. Pursuant to a Letter of Authorization, mutually agreed to by the parties, certain third parties are entitled to index data distribution directly from the calculation agent.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first set forth above.

**Fidelity Investments Canada ULC**

By (signed) Philip McDowell

Name: Philip McDowell

Title: Senior Vice-President, Chief Financial Officer

**FMR Co., Inc.**

By (signed) Harris Komishane

Name: Harris Komishane

Title: Chief Financial Officer

**ORDER SCHEDULE NO. FOUR  
TO THE LICENSE AGREEMENT DATED AS OF AUGUST 30, 2018 BY AND  
BETWEEN FMR CO., INC. (“FMRC”) AND FIDELITY INVESTMENTS  
CANADA ULC (“FIC”) (THE “AGREEMENT”)**

This Order Schedule No. Four (this “Order Schedule”) to the Agreement is entered into as of the Order Schedule Effective Date stated below, by and between FIC and FMRC. The terms and conditions of the Agreement are hereby incorporated herein by reference. Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement. In the event of a conflict between the terms and conditions of the Agreement and this Order Schedule, the terms and conditions of this Order Schedule shall control.

1. **Order Schedule Effective Date:** August 30, 2018
2. **Fidelity Index Name and Description:**
  - a. **Fidelity Canada U.S. High Dividend Index:** Designed to reflect the performance of stocks of large- and mid-capitalization dividend-paying U.S. companies that are expected to continue to pay and grow their dividends. The universe of stocks for consideration in the Index consists of the largest 1,000 U.S. stocks based on float-adjusted market capitalization.
3. **FIC Funds:** Fidelity U.S. High Dividend Index ETF and Fidelity U.S. High Dividend Index ETF Fund
4. **License Term:** Initial two year term, with automatic renewal for one year periods thereafter, unless terminated.
5. **Exclusive License:** Yes  No
6. **License Fees Per Index:** As agreed to by FMRC and FIC from time to time in a separate letter agreement.
7. **Index Data:** 20 years of history for holdings and daily index levels
8. **Index Committee:** FMRC Self-Indexing Committee
9. **Index Methodology:** See Fidelity Canada U.S. High Dividend Index – Index Methodology Document, June 2018.
10. **Index Data:** Index levels and constituents, historical and ongoing
  - p. Pro-forma files
  - q. Constituent files – 20 years of history and ongoing
  - r. Adjusted constituent files
  - s. Corporate action files

t. Index levels- 20 years of history and ongoing

11. Pursuant to a Letter of Authorization, mutually agreed to by the parties, certain third parties are entitled to index data distribution directly from the calculation agent.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first set forth above.

**Fidelity Investments Canada ULC**

By (signed) Philip McDowell

Name: Philip McDowell

Title: Senior Vice-President, Chief Financial Officer

**FMR Co., Inc.**

By (signed) Harris Komishane

Name: Harris Komishane

Title: Chief Financial Officer

**ORDER SCHEDULE NO. FIVE  
TO THE LICENSE AGREEMENT DATED AS OF AUGUST 30, 2018 BY AND  
BETWEEN FMR CO., INC. (“FMRC”) AND FIDELITY INVESTMENTS  
CANADA ULC (“FIC”) (THE “AGREEMENT”)**

This Order Schedule No. Five (this “Order Schedule”) to the Agreement is entered into as of the Order Schedule Effective Date stated below, by and between FIC and FMRC. The terms and conditions of the Agreement are hereby incorporated herein by reference. Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement. In the event of a conflict between the terms and conditions of the Agreement and this Order Schedule, the terms and conditions of this Order Schedule shall control.

1. **Order Schedule Effective Date:** August 30, 2018
2. **Fidelity Index Name and Description:**
  - a. Fidelity Canada U.S. High Dividend Currency Neutral Index: Designed to reflect the performance of stocks of large- and mid-capitalization dividend-paying U.S. companies that are expected to continue to pay and grow their dividends. The universe of stocks for consideration in the Index consists of the largest 1,000 U.S. stocks based on float-adjusted market capitalization. The Index hedges its U.S. dollar currency exposure to the Canadian dollar.
3. **FIC Funds:** Fidelity U.S. High Dividend Currency Neutral Index ETF and Fidelity U.S. High Dividend Currency Neutral Index ETF Fund
4. **License Term:** Initial two year term, with automatic renewal for one year periods thereafter, unless terminated.
5. **Exclusive License:** Yes  No
6. **License Fees Per Index:** As agreed to by FMRC and FIC from time to time in a separate letter agreement.
7. **Index Data:** 20 years of history for holdings and daily index levels
8. **Index Committee:** FMRC Self-Indexing Committee
9. **Index Methodology:** See Fidelity Canada U.S. High Dividend Currency Neutral Index – Index Methodology Document, June 2018.
10. **Index Data:** Index levels and constituents, historical and ongoing
  - u. Pro-forma files
  - v. Constituent files – 20 years of history and ongoing
  - w. Adjusted constituent files

- x. Corporate action files
- y. Index levels-20 years of history and ongoing

11. Pursuant to a Letter of Authorization, mutually agreed to by the parties, certain third parties are entitled to index data distribution directly from the calculation agent.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first set forth above.

**Fidelity Investments Canada ULC**

By (signed) Philip McDowell  
Name: Philip McDowell  
Title: Senior Vice-President, Chief Financial Officer

**FMR Co., Inc.**

By (signed) Harris Komishane  
Name: Harris Komishane  
Title: Chief Financial Officer

**ORDER SCHEDULE NO. SIX  
TO THE LICENSE AGREEMENT DATED AS OF AUGUST 30, 2018 BY AND  
BETWEEN FMR CO., INC. (“FMRC”) AND FIDELITY INVESTMENTS  
CANADA ULC (“FIC”) (THE “AGREEMENT”)**

This Order Schedule No. Six (this “Order Schedule”) to the Agreement is entered into as of the Order Schedule Effective Date stated below, by and between FIC and FMRC. The terms and conditions of the Agreement are hereby incorporated herein by reference. Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement. In the event of a conflict between the terms and conditions of the Agreement and this Order Schedule, the terms and conditions of this Order Schedule shall control.

1. **Order Schedule Effective Date:** August 30, 2018
2. **Fidelity Index Name and Description:**
  - a. Fidelity Canada International High Dividend Index: Designed to reflect the performance of stocks of large- and mid-capitalization developed international dividend-paying companies, excluding Canadian and U.S.-based companies, that are expected to continue to pay and grow their dividends. The universe of stocks for consideration in the Index consists of the largest 1,000 developed international stocks, excluding Canadian and U.S.-based stocks, based on float-adjusted market capitalization.
3. **FIC Funds:** Fidelity International High Dividend Index ETF and Fidelity International High Dividend Index ETF
4. **License Term:** Initial two year term, with automatic renewal for one year periods thereafter, unless terminated.
5. **Exclusive License:** Yes  No
6. **License Fees Per Index:** As agreed to by FMRC and FIC from time to time in a separate letter agreement.
7. **Index Data:** 20 years of history for holdings and daily index levels
8. **Index Committee:** FMRC Self-Indexing Committee
9. **Index Methodology:** See Fidelity Canada International High Dividend Index – Index Methodology Document, June 2018.
10. **Index Data:** Index levels and constituents, historical and ongoing
  - z. Pro-forma files
  - aa. Constituent files – 20 years of history and ongoing

- bb. Adjusted constituent files
- cc. Corporate action files
- dd. Index levels - 20 years of history and ongoing

11. Pursuant to a Letter of Authorization, mutually agreed to by the parties, certain third parties are entitled to index data distribution directly from the calculation agent.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first set forth above.

**Fidelity Investments Canada ULC**

By (signed) Philip McDowell  
Name: Philip McDowell  
Title: Senior Vice-President, Chief Financial Officer

**FMR Co., Inc.**

By (signed) Harris Komishane  
Name: Harris Komishane  
Title: Chief Financial Officer

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**AMENDMENT #1 TO THE  
LICENSE AGREEMENT  
(the “Amending Agreement”)**

**THIS AMENDING AGREEMENT** is made as of January 2, 2019 (the “Effective Date”) between FMR Co, Inc. (“**FMRC**”) and Fidelity Investments Canada ULC (“**FIC**”).

**WHEREAS** FMRC and FIC entered into the License Agreement dated as of August 30, 2018 (the “**Agreement**”);

**AND WHEREAS** FMRC and FIC wish to amend the Agreement to add new Order Schedules, all as more particularly set forth herein;

**NOW THEREFORE** in consideration of the provisions contained herein and for other good and valuable consideration (the receipt, adequacy and sufficiency of which is hereby acknowledged), the parties agree as follows:

1. All capitalized terms that are used in this Amending Agreement shall have the meanings set forth in the Agreement unless otherwise defined herein.
2. Order Schedules No. 7 through No. 14 are added to this Amending Agreement.
3. Except as otherwise amended herein, all other terms and conditions in the Agreement shall remain in full force and effect, unaltered.
4. This Amending Agreement may be executed in any number of counterparts all of which taken together shall constitute this agreement.

**IN WITNESS WHEREOF** the parties hereto have caused this Amending Agreement to be executed as of the date first above written.

**Fidelity Investments Canada ULC**

By (signed) "Philip McDowell"

Name: Philip McDowell

Title: Senior Vice-President, Chief Financial  
Officer

**FMR Co., Inc.**

By (signed) "Chris Rimmer"

Name: Chris Rimmer

Title: Treasurer

**ORDER SCHEDULE NO. SEVEN  
TO THE LICENSE AGREEMENT DATED AS OF AUGUST 30, 2018 BY AND  
BETWEEN FMR CO., INC. (“FMRC”) AND FIDELITY INVESTMENTS  
CANADA ULC (“FIC”) (THE “AGREEMENT”)**

This Order Schedule No. Seven (this “Order Schedule”) to the Agreement is entered into as of the Order Schedule Effective Date stated below, by and between FIC and FMRC. The terms and conditions of the Agreement are hereby incorporated herein by reference. Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement. In the event of a conflict between the terms and conditions of the Agreement and this Order Schedule, the terms and conditions of this Order Schedule shall control.

1. **Order Schedule Effective Date:** January 2, 2019
2. **Fidelity Index Name and Description:**
  - a. Fidelity Canada Canadian Low Volatility Index: Designed to reflect the performance of stocks of large- and mid-capitalization Canadian companies with lower volatility than the broader Canadian equity market. The universe of stocks for consideration in the Index consists of the largest 300 Canadian stocks based on float-adjusted market capitalization.
3. **FIC Funds:** Fidelity Canadian Low Volatility Index ETF and Fidelity Canadian Low Volatility Index ETF Fund
4. **License Term:** Initial two year term, with automatic renewal for one year periods thereafter, unless terminated.
5. **Exclusive License:** Yes  No
6. **License Fees Per Index:** As agreed to by FMRC and FIC from time to time in a separate letter agreement.
7. **Index Data:** 20 years of history for holdings and daily index levels
8. **Index Committee:** FMRC Self-Indexing Committee
9. **Index Methodology:** See Fidelity Canada Canadian Low Volatility Index – Index Methodology Document, November 2018.
10. **Index Data:** Index levels and constituents, historical and ongoing
  - a. Pro-forma files
  - b. Constituent files – 20 years of history and ongoing
  - c. Adjusted constituent files

- d. Corporate action files
- e. Index levels – 20 years of history and ongoing

11. Pursuant to a Letter of Authorization, mutually agreed to by the parties, certain third parties are entitled to index data distribution directly from the calculation agent.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first set forth above.

**Fidelity Investments Canada ULC**

By *(signed) "Philip McDowell"* \_\_\_\_\_

Name: Philip McDowell

Title: Senior Vice-President, Chief Financial Officer

**FMR Co., Inc.**

By *(signed) "Chris Rimmer"* \_\_\_\_\_

Name: Chris Rimmer

Title: Treasurer

**ORDER SCHEDULE NO. EIGHT**  
**TO THE LICENSE AGREEMENT DATED AS OF AUGUST 30, 2018 BY AND**  
**BETWEEN FMR CO., INC. (“FMRC”) AND FIDELITY INVESTMENTS CANADA**  
**ULC (“FIC”) (THE “AGREEMENT”)**

This Order Schedule No. Eight (this “Order Schedule”) to the Agreement is entered into as of the Order Schedule Effective Date stated below, by and between FIC and FMRC. The terms and conditions of the Agreement are hereby incorporated herein by reference. Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement. In the event of a conflict between the terms and conditions of the Agreement and this Order Schedule, the terms and conditions of this Order Schedule shall control.

1. **Order Schedule Effective Date:** January 2, 2019
2. **Fidelity Index Name and Description:**
  - a. Fidelity Canada U.S. Low Volatility Index: designed to reflect the performance of stocks of large- and mid-capitalization U.S. companies with lower volatility than the broader U.S. equity market. The universe of stocks for consideration in the Index consists of the largest 1,000 U.S. stocks based on float-adjusted market capitalization.
3. **FIC Funds:** Fidelity U.S. Low Volatility Index ETF and Fidelity U.S. Low Volatility Index ETF Fund
4. **License Term:** Initial two year term, with automatic renewal for one year periods thereafter, unless terminated.
5. **Exclusive License:** Yes  No
6. **License Fees Per Index:** As agreed to by FMRC and FIC from time to time in a separate letter agreement.
7. **Index Data:** 20 years of history for holdings and daily index levels
8. **Index Committee:** FMRC Self-Indexing Committee
9. **Index Methodology:** See Fidelity Canada U.S. Low Volatility Index – Index Methodology Document, November 2018.
10. **Index Data:** Index levels and constituents, historical and ongoing
  - a. Pro-forma files
  - b. Constituent files – 20 years of history and ongoing

- c. Adjusted constituent files
- d. Corporate action files
- e. Index levels – 20 years of history and ongoing

11. Pursuant to a Letter of Authorization, mutually agreed to by the parties, certain third parties are entitled to index data distribution directly from the calculation agent.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first set forth above.

**Fidelity Investments Canada ULC**

By (signed) "Philip McDowell"

Name: Philip McDowell

Title: Senior Vice-President, Chief Financial Officer

**FMR Co., Inc.**

By (signed) "Chris Rimmer"

Name: Chris Rimmer

Title: Treasurer

**ORDER SCHEDULE NO. NINE  
TO THE LICENSE AGREEMENT DATED AS OF AUGUST 30, 2018 BY AND  
BETWEEN FMR CO., INC. (“FMRC”) AND FIDELITY INVESTMENTS CANADA  
ULC (“FIC”) (THE “AGREEMENT”)**

This Order Schedule No. Nine (this “Order Schedule”) to the Agreement is entered into as of the Order Schedule Effective Date stated below, by and between FIC and FMRC. The terms and conditions of the Agreement are hereby incorporated herein by reference. Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement. In the event of a conflict between the terms and conditions of the Agreement and this Order Schedule, the terms and conditions of this Order Schedule shall control.

1. **Order Schedule Effective Date:** January 2, 2019
2. **Fidelity Index Name and Description:**
  - a. Fidelity Canada U.S. Low Volatility Currency Neutral Index: designed to reflect the performance of stocks of large- and mid-capitalization U.S. companies with lower volatility than the broader U.S. equity market. The universe of stocks for consideration in the Index consists of the largest 1,000 U.S. stocks based on float-adjusted market capitalization. The Index hedges its U.S. dollar currency exposure to the Canadian dollar.
3. **FIC Funds:** Fidelity U.S. Low Volatility Currency Neutral Index ETF and Fidelity U.S. Low Volatility Currency Neutral Index ETF Fund
4. **License Term:** Initial two year term, with automatic renewal for one year periods thereafter, unless terminated.
5. **Exclusive License:** Yes  No
6. **License Fees Per Index:** As agreed to by FMRC and FIC from time to time in a separate letter agreement.
7. **Index Data:** 20 years of history for holdings and daily index levels
8. **Index Committee:** FMRC Self-Indexing Committee
9. **Index Methodology:** See Fidelity Canada U.S. Low Volatility Currency Neutral Index – Index Methodology Document, November 2018.
10. **Index Data:** Index levels and constituents, historical and ongoing
  - a. Pro-forma files

- b. Constituent files – 20 years of history and ongoing
- c. Adjusted constituent files
- d. Corporate action files
- e. Index levels – 20 years of history and ongoing

11. Pursuant to a Letter of Authorization, mutually agreed to by the parties, certain third parties are entitled to index data distribution directly from the calculation agent.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first set forth above.

**Fidelity Investments Canada ULC**

By *(signed) "Philip McDowell"* \_\_\_\_\_

Name: Philip McDowell

Title: Senior Vice-President, Chief Financial  
Officer

**FMR Co., Inc.**

By *(signed) "Chris Rimmer"* \_\_\_\_\_

Name: Chris Rimmer

Title: Treasurer

**ORDER SCHEDULE NO. 10**  
**TO THE LICENSE AGREEMENT DATED AS OF AUGUST 30, 2018 BY AND**  
**BETWEEN FMR CO., INC. (“FMRC”) AND FIDELITY INVESTMENTS CANADA**  
**ULC (“FIC”) (THE “AGREEMENT”)**

This Order Schedule No. 10 (this “Order Schedule”) to the Agreement is entered into as of the Order Schedule Effective Date stated below, by and between FIC and FMRC. The terms and conditions of the Agreement are hereby incorporated herein by reference. Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement. In the event of a conflict between the terms and conditions of the Agreement and this Order Schedule, the terms and conditions of this Order Schedule shall control.

1. **Order Schedule Effective Date:** January 2, 2019
2. **Fidelity Index Name and Description:**
  - a. Fidelity Canada International Low Volatility Index: designed to reflect the performance of stocks of large- and mid-capitalization developed international companies, excluding Canadian and U.S.-based companies, with lower volatility than the broader developed international equity market. The universe of stocks for consideration in the Index consists of the largest 1,000 developed international stocks, excluding Canadian and U.S.-based stocks, based on float-adjusted market capitalization.
3. **FIC Funds:** Fidelity International Low Volatility Index ETF and Fidelity International Low Volatility Index ETF Fund
4. **License Term:** Initial two year term, with automatic renewal for one year periods thereafter, unless terminated.
5. **Exclusive License:** Yes  No
6. **License Fees Per Index:** As agreed to by FMRC and FIC from time to time in a separate letter agreement.
7. **Index Data:** 20 years of history for holdings and daily index levels
8. **Index Committee:** FMRC Self-Indexing Committee
9. **Index Methodology:** See Fidelity Canada International Low Volatility Index – Index Methodology Document, November 2018.
10. **Index Data:** Index levels and constituents, historical and ongoing
  - a. Pro-forma files

- b. Constituent files – 20 years of history and ongoing
- c. Adjusted constituent files
- d. Corporate action files
- e. Index levels – 20 years of history and ongoing

11. Pursuant to a Letter of Authorization, mutually agreed to by the parties, certain third parties are entitled to index data distribution directly from the calculation agent.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first set forth above.

**Fidelity Investments Canada ULC**

By *(signed) "Philip McDowell"* \_\_\_\_\_

Name: Philip McDowell

Title: Senior Vice-President, Chief Financial  
Officer

**FMR Co., Inc.**

By *(signed) "Chris Rimmer"* \_\_\_\_\_

Name: Chris Rimmer

Title: Treasurer

**ORDER SCHEDULE NO. 11**  
**TO THE LICENSE AGREEMENT DATED AS OF AUGUST 30, 2018 BY AND**  
**BETWEEN FMR CO., INC. (“FMRC”) AND FIDELITY INVESTMENTS CANADA**  
**ULC (“FIC”) (THE “AGREEMENT”)**

This Order Schedule No. 11 (this “Order Schedule”) to the Agreement is entered into as of the Order Schedule Effective Date stated below, by and between FIC and FMRC. The terms and conditions of the Agreement are hereby incorporated herein by reference. Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement. In the event of a conflict between the terms and conditions of the Agreement and this Order Schedule, the terms and conditions of this Order Schedule shall control.

1. **Order Schedule Effective Date:** January 2, 2019
2. **Fidelity Index Name and Description:**
  - a. Fidelity Canada Canadian High Quality Index: designed to reflect the performance of stocks of large- and mid-capitalization Canadian companies with a higher quality profile than the broader Canadian equity market. The universe of stocks for consideration in the Index consists of the largest 300 Canadian stocks based on float-adjusted market capitalization.
3. **FIC Funds:** Fidelity Canadian High Quality Index ETF and Fidelity Canadian High Quality Index ETF Fund
4. **License Term:** Initial two year term, with automatic renewal for one year periods thereafter, unless terminated.
5. **Exclusive License:** Yes  No
6. **License Fees Per Index:** As agreed to by FMRC and FIC from time to time in a separate letter agreement.
7. **Index Data:** 20 years of history for holdings and daily index levels
8. **Index Committee:** FMRC Self-Indexing Committee
9. **Index Methodology:** See Fidelity Canada Canadian High Quality Index – Index Methodology Document, November 2018.
10. **Index Data:** Index levels and constituents, historical and ongoing
  - a. Pro-forma files
  - b. Constituent files – 20 years of history and ongoing

- c. Adjusted constituent files
- d. Corporate action files
- e. Index levels – 20 years of history and ongoing

11. Pursuant to a Letter of Authorization, mutually agreed to by the parties, certain third parties are entitled to index data distribution directly from the calculation agent.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first set forth above.

**Fidelity Investments Canada ULC**

By (signed) "Philip McDowell"

Name: Philip McDowell

Title: Senior Vice-President, Chief Financial Officer

**FMR Co., Inc.**

By (signed) "Chris Rimmer"

Name: Chris Rimmer

Title: Treasurer

**ORDER SCHEDULE NO. 12**  
**TO THE LICENSE AGREEMENT DATED AS OF AUGUST 30, 2018 BY AND**  
**BETWEEN FMR CO., INC. (“FMRC”) AND FIDELITY INVESTMENTS CANADA**  
**ULC (“FIC”) (THE “AGREEMENT”)**

This Order Schedule No. 12 (this “Order Schedule”) to the Agreement is entered into as of the Order Schedule Effective Date stated below, by and between FIC and FMRC. The terms and conditions of the Agreement are hereby incorporated herein by reference. Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement. In the event of a conflict between the terms and conditions of the Agreement and this Order Schedule, the terms and conditions of this Order Schedule shall control.

1. **Order Schedule Effective Date:** January 2, 2019
2. **Fidelity Index Name and Description:**
  - a. Fidelity Canada U.S. High Quality Index: designed to reflect the performance of stocks of large- and mid-capitalization U.S. companies with a higher quality profile than the broader U.S. equity market. The universe of stocks for consideration in the Index consists of the largest 1,000 U.S. stocks based on float-adjusted market capitalization.
3. **FIC Funds:** Fidelity U.S. High Quality Index ETF and Fidelity U.S. High Quality Index ETF Fund
4. **License Term:** Initial two year term, with automatic renewal for one year periods thereafter, unless terminated.
5. **Exclusive License:** Yes  No
6. **License Fees Per Index:** As agreed to by FMRC and FIC from time to time in a separate letter agreement.
7. **Index Data:** 20 years of history for holdings and daily index levels
8. **Index Committee:** FMRC Self-Indexing Committee
9. **Index Methodology:** See Fidelity Canada U.S. High Quality Index – Index Methodology Document, November 2018.
10. **Index Data:** Index levels and constituents, historical and ongoing
  - a. Pro-forma files
  - b. Constituent files – 20 years of history and ongoing

- c. Adjusted constituent files
- d. Corporate action files
- e. Index levels – 20 years of history and ongoing

11. Pursuant to a Letter of Authorization, mutually agreed to by the parties, certain third parties are entitled to index data distribution directly from the calculation agent.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first set forth above.

**Fidelity Investments Canada ULC**

By (signed) "Philip McDowell"

Name: Philip McDowell

Title: Senior Vice-President, Chief Financial Officer

**FMR Co., Inc.**

B By (signed) "Chris Rimmer"

Name: Chris Rimmer

Title: Treasurer

**ORDER SCHEDULE NO. 13**  
**TO THE LICENSE AGREEMENT DATED AS OF AUGUST 30, 2018 BY AND**  
**BETWEEN FMR CO., INC. (“FMRC”) AND FIDELITY INVESTMENTS CANADA**  
**ULC (“FIC”) (THE “AGREEMENT”)**

This Order Schedule No. 13 (this “Order Schedule”) to the Agreement is entered into as of the Order Schedule Effective Date stated below, by and between FIC and FMRC. The terms and conditions of the Agreement are hereby incorporated herein by reference. Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement. In the event of a conflict between the terms and conditions of the Agreement and this Order Schedule, the terms and conditions of this Order Schedule shall control.

1. **Order Schedule Effective Date:** January 2, 2019
2. **Fidelity Index Name and Description:**
  - a. Fidelity Canada U.S. High Quality Currency Neutral Index: designed to reflect the performance of stocks of large- and mid-capitalization U.S. companies with a higher quality profile than the broader U.S. equity market. The universe of stocks for consideration in the Index consists of the largest 1,000 U.S. stocks based on float-adjusted market capitalization. The Index hedges its U.S. dollar currency exposure to the Canadian dollar.
3. **FIC Funds:** Fidelity U.S. High Quality Currency Neutral Index ETF and Fidelity U.S. High Quality Currency Neutral Index ETF Fund
4. **License Term:** Initial two year term, with automatic renewal for one year periods thereafter, unless terminated.
5. **Exclusive License:** Yes  No
6. **License Fees Per Index:** As agreed to by FMRC and FIC from time to time in a separate letter agreement.
7. **Index Data:** 20 years of history for holdings and daily index levels
8. **Index Committee:** FMRC Self-Indexing Committee
9. **Index Methodology:** See Fidelity Canada U.S. High Quality Currency Neutral Index – Index Methodology Document, November 2018.
10. **Index Data:** Index levels and constituents, historical and ongoing
  - a. Pro-forma files
  - b. Constituent files – 20 years of history and ongoing

- c. Adjusted constituent files
- d. Corporate action files
- e. Index levels – 20 years of history and ongoing

11. Pursuant to a Letter of Authorization, mutually agreed to by the parties, certain third parties are entitled to index data distribution directly from the calculation agent.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first set forth above.

**Fidelity Investments Canada ULC**

By (signed) "Philip McDowell"

Name: Philip McDowell

Title: Senior Vice-President, Chief Financial  
Officer

**FMR Co., Inc.**

By (signed) "Chris Rimmer"

Name: Chris Rimmer

Title: Treasurer

**ORDER SCHEDULE NO. 14**  
**TO THE LICENSE AGREEMENT DATED AS OF AUGUST 30, 2018 BY AND**  
**BETWEEN FMR CO., INC. (“FMRC”) AND FIDELITY INVESTMENTS CANADA**  
**ULC (“FIC”) (THE “AGREEMENT”)**

This Order Schedule No. 14 (this “Order Schedule”) to the Agreement is entered into as of the Order Schedule Effective Date stated below, by and between FIC and FMRC. The terms and conditions of the Agreement are hereby incorporated herein by reference. Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement. In the event of a conflict between the terms and conditions of the Agreement and this Order Schedule, the terms and conditions of this Order Schedule shall control.

1. **Order Schedule Effective Date:** January 2, 2019
2. **Fidelity Index Name and Description:**
  - a. Fidelity Canada International High Quality Index: designed to reflect the performance of stocks of large- and mid-capitalization developed international companies, excluding Canadian and U.S.-based companies, with a higher quality profile than the broader developed international equity market. The universe of stocks for consideration in the Index consists of the largest 1,000 developed international stocks, excluding Canadian and U.S.-based stocks, based on float-adjusted market capitalization.
3. **FIC Funds:** Fidelity International High Quality Index ETF and Fidelity International High Quality Index ETF Fund
4. **License Term:** Initial two year term, with automatic renewal for one year periods thereafter, unless terminated.
5. **Exclusive License:** Yes  No
6. **License Fees Per Index:** As agreed to by FMRC and FIC from time to time in a separate letter agreement.
7. **Index Data:** 20 years of history for holdings and daily index levels
8. **Index Committee:** FMRC Self-Indexing Committee
9. **Index Methodology:** See Fidelity Canada International High Quality Index – Index Methodology Document, November 2018.
10. **Index Data:** Index levels and constituents, historical and ongoing
  - a. Pro-forma files

- b. Constituent files – 20 years of history and ongoing
- c. Adjusted constituent files
- d. Corporate action files
- e. Index levels – 20 years of history and ongoing

11. Pursuant to a Letter of Authorization, mutually agreed to by the parties, certain third parties are entitled to index data distribution directly from the calculation agent.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first set forth above.

**Fidelity Investments Canada ULC**

By *(signed) "Philip McDowell"* \_\_\_\_\_

Name: Philip McDowell

Title: Senior Vice-President, Chief Financial Officer

**FMR Co., Inc.**

By *(signed) "Chris Rimmer"* \_\_\_\_\_

Name: Chris Rimmer

Title: Treasurer

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**AMENDMENT #2 TO THE  
LICENSE AGREEMENT  
(the “Amending Agreement”)**

**THIS AMENDING AGREEMENT** is made as of August 28, 2019 (the “**Effective Date**”) between FMR Co, Inc. (“**FMRC**”) and Fidelity Investments Canada ULC (“**FIC**”).

**WHEREAS** FMRC and FIC entered into the License Agreement dated as of August 30, 2018 (the “**Agreement**”);

**AND WHEREAS** FMRC and FIC wish to amend the Agreement to add new Order Schedules, all as more particularly set forth herein;

**NOW THEREFORE** in consideration of the provisions contained herein and for other good and valuable consideration (the receipt, adequacy and sufficiency of which is hereby acknowledged), the parties agree as follows:

1. All capitalized terms that are used in this Amending Agreement shall have the meanings set forth in the Agreement unless otherwise defined herein.
2. Order Schedule No. 15 is added to this Amending Agreement.
3. Except as otherwise amended herein, all other terms and conditions in the Agreement shall remain in full force and effect, unaltered.
4. This Amending Agreement may be executed in any number of counterparts all of which taken together shall constitute this agreement.



**ORDER SCHEDULE NO. FIFTEEN  
TO THE LICENSE AGREEMENT DATED AS OF AUGUST 30, 2018 BY AND  
BETWEEN FMR CO., INC. (“FMRC”) AND FIDELITY INVESTMENTS CANADA  
ULC (“FIC”) (THE “AGREEMENT”)**

This Order Schedule No. Fifteen (this “**Order Schedule**”) to the Agreement is entered into as of the Order Schedule Effective Date stated below, by and between FIC and FMRC. The terms and conditions of the Agreement are hereby incorporated herein by reference. Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement. In the event of a conflict between the terms and conditions of the Agreement and this Order Schedule, the terms and conditions of this Order Schedule shall control.

1. **Order Schedule Effective Date:** August 28, 2019
2. **Fidelity Index Name and Description:**
  - a. Fidelity Canada Systematic Canadian Bond Index aims to optimize the balance of interest rate risk and credit risk, such that return characteristics are enhanced and risk profiles remain similar to the traditional Canadian investment grade fixed income market. The universe of bonds for consideration in the Index consists of investment grade bonds denominated in Canadian dollars.
3. **FIC Funds:** Fidelity Systematic Canadian Bond Index ETF and Fidelity Systematic Canadian Bond Index ETF Fund
4. **License Term:** Initial two year term, with automatic renewal for one year periods thereafter, unless terminated.
5. **Exclusive License:** Yes  No
6. **License Fees Per Index:** As agreed to by FMRC and FIC from time to time in a separate letter agreement.
7. **Index Data:** 10 years of history for holdings and daily index levels
8. **Index Committee:** Fidelity Investments Index Committee
9. **Index Methodology:** See Fidelity Canada Systematic Canadian Bond Index – Index Methodology Document, August 2019.
10. **Index Data:** Index levels and constituents, historical and ongoing
  - a. Pro-forma files
  - b. Constituent files – 10 years of history and ongoing
  - c. Adjusted constituent files

- d. Corporate action files
  - e. Index levels – 10 years of history and ongoing
11. Pursuant to a Letter of Authorization, mutually agreed to by the parties, certain third parties are entitled to index data distribution directly from the calculation agent.

*[Remainder of page intentionally left blank.]*



**AMENDMENT #3 TO THE  
LICENSE AGREEMENT  
(the “Amending Agreement”)**

**THIS AMENDING AGREEMENT** is made as of May 25, 2020 (the “**Effective Date**”) between Fidelity Product Services LLC and Fidelity Investments Canada ULC (“**FIC**”).

**WHEREAS** FMR Co, Inc. (“**FMRC**”) and FIC entered into the License Agreement dated as of August 30, 2018 (the “**Agreement**”);

**AND WHEREAS** effective on or about December 31, 2019 FMRC assigned the Agreement to its affiliate, Fidelity Product Services LLC (“**FPS**”);

**AND WHEREAS** FPS and FIC wish to amend the Agreement to reflect the assignment to FPS and to add new Order Schedules, all as more particularly set forth herein;

**NOW THEREFORE** in consideration of the provisions contained herein and for other good and valuable consideration (the receipt, adequacy and sufficiency of which is hereby acknowledged), the parties agree as follows:

1. All capitalized terms that are used in this Amending Agreement shall have the meanings set forth in the Agreement unless otherwise defined herein.
2. All references to FMRC in the Agreement shall be deleted and replaced with FPS.
3. Order Schedule No. 16 is added to this Amending Agreement.
4. Except as otherwise amended herein, all other terms and conditions in the Agreement shall remain in full force and effect, unaltered.
5. This Amending Agreement may be executed in any number of counterparts all of which taken together shall constitute this agreement.



**ORDER SCHEDULE NO. SIXTEEN  
TO THE LICENSE AGREEMENT DATED AS OF DECEMBER 31, 2019 BY AND  
BETWEEN FIDELITY PRODUCT SERVICES LLC (“FPS”, AS ASSIGNED) AND  
FIDELITY INVESTMENTS CANADA ULC (“FIC”) (THE “AGREEMENT”)**

This Order Schedule No. Sixteen (this “**Order Schedule**”) to the Agreement is entered into as of the Order Schedule Effective Date stated below, by and between FIC and FPS. The terms and conditions of the Agreement are hereby incorporated herein by reference. Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement. In the event of a conflict between the terms and conditions of the Agreement and this Order Schedule, the terms and conditions of this Order Schedule shall control.

1. **Order Schedule Effective Date:** May 25, 2020

2. **Fidelity Index Name and Description:**

- a. Fidelity Canada Canadian Value Index is designed to capture the performance of stocks of large- and mid-capitalization Canadian companies that have attractive valuations.
- b. The Fidelity Canada U.S. Value Index is designed to capture the performance of stocks of large- and mid-capitalization U.S. companies that have attractive valuations.
- c. Fidelity Canada U.S. Value Currency Neutral Index is designed to capture the performance of stocks of large- and mid-capitalization U.S. companies that have attractive valuations. The Index hedges its U.S. dollar currency exposure to the Canadian dollar.
- d. The Fidelity Canada International Value Index is designed to capture the performance of stocks of large- and mid-capitalization developed international companies, excluding Canadian and U.S.-based, that have attractive valuations.
- e. The Fidelity Canada Canadian Momentum Index is designed to capture the performance of stocks of large- and mid-capitalization Canadian companies that exhibit positive momentum signals.
- f. The Fidelity Canada U.S. Momentum Index is designed to capture the performance of stocks of large- and mid-capitalization U.S. companies that exhibit positive momentum signals.
- g. The Fidelity Canada U.S. Momentum Currency Neutral Index is designed to capture the performance of stocks of large- and mid-capitalization U.S. companies that exhibit positive momentum signals. The Index hedges its U.S. dollar currency exposure to the Canadian dollar.
- h. The Fidelity Canada International Momentum Index is designed to capture the performance of stocks of large- and mid-capitalization developed international companies, excluding Canadian and U.S.-based, that exhibit positive momentum signals.

3. **FIC Funds:** Fidelity Canadian Value Index ETF, Fidelity U.S. Value Index ETF, Fidelity U.S. Value Currency Neutral Index ETF, Fidelity International Value Index ETF, Fidelity Canadian Momentum Index ETF, Fidelity U.S. Momentum Index ETF, Fidelity U.S. Momentum Currency Neutral Index ETF and Fidelity International Momentum Index ETF.
4. **License Term:** Initial two-year term, with automatic renewal for one year periods thereafter, unless terminated.
5. **Exclusive License:** Yes  No
6. **License Fees Per Index:** As agreed to by FPS and FIC from time to time in a separate letter agreement.
7. **Index Data:** 10 years of history for holdings and daily index levels
8. **Index Committee:** Fidelity Investments Index Committee
9. **Index Methodology:** Please refer to the Index Methodology Documents, each dated March 2020 for Fidelity Canada Canadian Value Index, Fidelity Canada U.S. Value Index, Fidelity Canada U.S. Value Currency Neutral Index and Fidelity Canada International Value Index, Fidelity Canada Canadian Momentum Index, Fidelity Canada U.S. Momentum Index, Fidelity Canada U.S. Momentum Currency Neutral Index and Fidelity Canada International Momentum Index.
10. **Index Data:** Index levels and constituents, historical and ongoing
  - a. Pro-forma files
  - b. Constituent files – 10 years of history and ongoing
  - c. Adjusted constituent files
  - d. Corporate action files
  - e. Index levels – 10 years of history and ongoing
11. Pursuant to a Letter of Authorization, mutually agreed to by the parties, certain third parties are entitled to index data distribution directly from the calculation agent.

*[Remainder of page intentionally left blank.]*



**AMENDMENT #4 TO THE  
LICENSE AGREEMENT  
(the “Amending Agreement”)**

**THIS AMENDING AGREEMENT** is made as of April 18, 2022 (the “**Effective Date**”) between Fidelity Product Services LLC (“**FPS**”) and Fidelity Investments Canada ULC (“**FIC**”).

**WHEREAS** FMR Co, Inc. (“**FMRC**”) and FIC entered into the License Agreement dated as of August 30, 2018 (the “**Agreement**”);

**AND WHEREAS** effective on or about December 31, 2019 FMRC assigned the Agreement to its affiliate, FPS;

**AND WHEREAS** FPS and FIC wish to amend the Agreement to add new Order Schedules, all as more particularly set forth herein;

**NOW THEREFORE** in consideration of the provisions contained herein and for other good and valuable consideration (the receipt, adequacy and sufficiency of which is hereby acknowledged), the parties agree as follows:

1. All capitalized terms that are used in this Amending Agreement shall have the meanings set forth in the Agreement unless otherwise defined herein.
2. Order Schedule No. 17 is added to this Amending Agreement.
3. Except as otherwise amended herein, all other terms and conditions in the Agreement shall remain in full force and effect, unaltered.
4. This Amending Agreement may be executed in any number of counterparts all of which taken together shall constitute this agreement.

**IN WITNESS WHEREOF** the parties hereto have caused this Amending Agreement to be executed as of the date first above written.

**Fidelity Investments Canada ULC**

By       *(signed) Philip McDowell*      

Name: Philip McDowell

Title: Senior Vice-President, Finance and  
Chief Financial Officer

**Fidelity Product Services LLC**

By       *(signed) Scott O'Reilly*      

Name: Scott O'Reilly

Title: Vice President

**ORDER SCHEDULE NO. SEVENTEEN  
TO THE LICENSE AGREEMENT DATED AS OF DECEMBER 31, 2019 BY AND  
BETWEEN FIDELITY PRODUCT SERVICES LLC (“FPS”, AS ASSIGNED) AND  
FIDELITY INVESTMENTS CANADA ULC (“FIC”) (THE “AGREEMENT”)**

This Order Schedule No. Seventeen (this “**Order Schedule**”) to the Agreement is entered into as of the Order Schedule Effective Date stated below, by and between FIC and FPS. The terms and conditions of the Agreement are hereby incorporated herein by reference. Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement. In the event of a conflict between the terms and conditions of the Agreement and this Order Schedule, the terms and conditions of this Order Schedule shall control.

1. **Order Schedule Effective Date:** April 18, 2022
2. **Fidelity Index Name and Description:**
  - a. Fidelity Canada Total Metaverse Index is designed to reflect the performance of a global universe of companies that develop, manufacture, distribute, sell products and/or services related to establishing and enabling the metaverse, including digital payment processing and cryptocurrency-related industries, which aim to support the digital economy of the metaverse.
3. **FIC Funds:** Fidelity Total Metaverse Index ETF.
4. **License Term:** Initial two-year term, with automatic renewal for one-year periods thereafter, unless terminated.
5. **Exclusive License:** Yes  No
6. **License Fees Per Index:** As agreed to by FPS and FIC from time to time in a separate letter agreement.
7. **Index Data:** 1 year of history for holdings and daily index levels
8. **Index Committee:** Fidelity Investments Index Committee
9. **Index Methodology:** Please refer to the Index Methodology Document dated April 2022 for Fidelity Canada Total Metaverse Index.
10. **Index Data:** Index levels and constituents, historical and ongoing
  - a. Pro-forma files
  - b. Constituent files – 1 year of history and ongoing
  - c. Adjusted constituent files
  - d. Corporate action files

- e. Index levels – 1 year of history and ongoing
11. Pursuant to a Letter of Authorization, mutually agreed to by the parties, certain third parties are entitled to index data distribution directly from the calculation agent.

*[Remainder of page intentionally left blank.]*



**AMENDMENT #5 TO THE  
LICENSE AGREEMENT  
(the “Amending Agreement”)**

**THIS AMENDING AGREEMENT** is made as of December 1, 2023 (the “**Effective Date**”) between Fidelity Product Services LLC (“**FPS**”) and Fidelity Investments Canada ULC (“**FIC**”).

**WHEREAS** FMR Co, Inc. (“**FMRC**”) and FIC entered into the License Agreement dated as of August 30, 2018, as amended (the “**Agreement**”);

**AND WHEREAS** effective on or about December 31, 2019 FMRC assigned the Agreement to its affiliate, FPS;

**AND WHEREAS** FPS and FIC wish to amend the Agreement to rename certain FIC Funds, all as more particularly set forth herein;

**NOW THEREFORE** in consideration of the provisions contained herein and for other good and valuable consideration (the receipt, adequacy and sufficiency of which is hereby acknowledged), the parties agree as follows:

1. All capitalized terms that are used in this Amending Agreement shall have the meanings set forth in the Agreement unless otherwise defined herein.
2. The table below sets out the current and new names of certain FIC Funds:

<b>Current Name</b>	<b>New Name</b>
Fidelity Canadian High Dividend Index ETF	Fidelity Canadian High Dividend ETF
Fidelity U.S. Dividend for Rising Rates Index ETF	Fidelity U.S. Dividend for Rising Rates ETF
Fidelity U.S. Dividend for Rising Rates Currency Neutral Index ETF	Fidelity U.S. Dividend for Rising Rates Currency Neutral ETF
Fidelity U.S. High Dividend Index ETF	Fidelity U.S. High Dividend ETF
Fidelity U.S. High Dividend Currency Neutral Index ETF	Fidelity U.S. High Dividend Currency Neutral ETF
Fidelity International High Dividend Index ETF	Fidelity International High Dividend ETF
Fidelity Canadian Low Volatility Index ETF	Fidelity Canadian Low Volatility ETF

<b>Current Name</b>	<b>New Name</b>
Fidelity U.S. Low Volatility Index ETF	Fidelity U.S. Low Volatility ETF
Fidelity U.S. Low Volatility Currency Neutral Index ETF	Fidelity U.S. Low Volatility Currency Neutral ETF
Fidelity International Low Volatility Index ETF	Fidelity International Low Volatility ETF
Fidelity Canadian High Quality Index ETF	Fidelity Canadian High Quality ETF
Fidelity U.S. High Quality Index ETF	Fidelity U.S. High Quality ETF
Fidelity U.S. High Quality Currency Neutral Index ETF	Fidelity U.S. High Quality Currency Neutral ETF
Fidelity International High Quality Index ETF	Fidelity International High Quality ETF
Fidelity Canadian Value Index ETF	Fidelity Canadian Value ETF
Fidelity U.S. Value Index ETF	Fidelity U.S. Value ETF
Fidelity U.S. Value Currency Neutral Index ETF	Fidelity U.S. Value Currency Neutral ETF
Fidelity International Value Index ETF	Fidelity International Value ETF
Fidelity Canadian Momentum Index ETF	Fidelity Canadian Momentum ETF
Fidelity U.S. Momentum Index ETF	Fidelity U.S. Momentum ETF
Fidelity U.S. Momentum Currency Neutral Index ETF	Fidelity U.S. Momentum Currency Neutral ETF
Fidelity International Momentum Index ETF	Fidelity International Momentum ETF
Fidelity Total Metaverse Index ETF	Fidelity Total Metaverse ETF
Fidelity Canadian High Dividend Index ETF Fund	Fidelity Canadian High Dividend ETF Fund
Fidelity U.S. High Dividend Index ETF Fund	Fidelity U.S. High Dividend ETF Fund
Fidelity U.S. High Dividend Currency Neutral Index ETF Fund	Fidelity U.S. High Dividend Currency Neutral ETF Fund
Fidelity U.S. Dividend for Rising Rates Index ETF Fund	Fidelity U.S. Dividend for Rising Rates ETF Fund
Fidelity U.S. Dividend for Rising Rates Currency Neutral Index ETF Fund	Fidelity U.S. Dividend for Rising Rates Currency Neutral ETF Fund
Fidelity International High Dividend Index ETF Fund	Fidelity International High Dividend ETF Fund
Fidelity Canadian Low Volatility Index ETF Fund	Fidelity Canadian Low Volatility ETF Fund

<b>Current Name</b>	<b>New Name</b>
Fidelity U.S. Low Volatility Index ETF Fund	Fidelity U.S. Low Volatility ETF Fund
Fidelity U.S. Low Volatility Currency Neutral Index ETF Fund	Fidelity U.S. Low Volatility Currency Neutral ETF Fund
Fidelity International Low Volatility Index ETF Fund	Fidelity International Low Volatility ETF Fund
Fidelity Canadian High Quality Index ETF Fund	Fidelity Canadian High Quality ETF Fund
Fidelity U.S. High Quality Index ETF Fund	Fidelity U.S. High Quality ETF Fund
Fidelity U.S. High Quality Currency Neutral Index ETF Fund	Fidelity U.S. High Quality Currency Neutral ETF Fund
Fidelity International High Quality Index ETF Fund	Fidelity International High Quality ETF Fund
Fidelity Total Metaverse Index ETF Fund	Fidelity Total Metaverse ETF Fund

3. All references throughout the Agreement are replaced with the new names.
4. Except as otherwise amended herein, all other terms and conditions in the Agreement shall remain in full force and effect, unaltered.
5. This Amending Agreement may be executed in any number of counterparts all of which taken together shall constitute this agreement.

*[Remainder of page intentionally left blank.]*

**IN WITNESS WHEREOF** the parties hereto have caused this Amending Agreement to be executed as of the date first above written.

**Fidelity Investments Canada ULC**

By:           "Philip McDowell"            
Name: Philip McDowell  
Chief Financial Officer, Fidelity Canada

**Fidelity Product Services LLC**

By:           "Scott O'Reilly"            
Name: Scott O'Reilly  
Title: Vice President