

Morgan Stanley

PLEASE REVIEW | MORGAN STANLEY'S CLASS ACTION SERVICE TERMS AND CONDITIONS

Morgan Stanley's Class Action Service Overview:

The following Terms and Conditions apply to Morgan Stanley's automated service for the submission of class action lawsuit claims for clients (the words "you," "your," "yours," "client" and "clients" refer to the account owner(s)). Your enrollment in the MORGAN STANLEY CLASS ACTION SERVICE (the "Class Action Service") authorizes Morgan Stanley (the words "us," "we" or "our" refer to Morgan Stanley) to automatically file a claim on your behalf if Morgan Stanley receives notice of a potential class action lawsuit that impacts securities purchased in your account(s) ("Impacted Security"). Please note that the definition of Impacted Security does not extend to securities impacted by "Fair Funds" recovered by the Securities and Exchange Commission and any references to a "class action lawsuit" does not include "Fair Funds" matters. You understand that in order to participate in a Fair Funds distribution, you must submit a claim form and any required supporting documentation directly to the Fair Funds claim administrator.

In order for Morgan Stanley to file a claim and collect proceeds on your behalf, Morgan Stanley may be requested by a third-party claims administrator to provide your personal information, including, but not limited to, your name, address, age, and/or social security number to validate your eligibility in the class. Morgan Stanley has no oversight or control over such third-parties, including over the way they protect, use, or retain your personal information. By using the Class Action Service, you authorize Morgan Stanley to share your personal information with third-party claims administrators for this purpose, and agree that you will not hold Morgan Stanley responsible for any losses or damages resulting from such third-party claims administrator processing, mishandling, or failing to adequately protect your personal data.

A participating client entitled to any class action settlement will receive a credit to the account(s) in which the purchase of the Impacted Security took place if that account remains open, or, if a settlement is received after a participating client closes the account(s) where the purchase of the Impacted Security took place, a check will be mailed to the most recent address of record for the closed account(s) irrespective of whether the participating client still has open accounts enrolled in the Class Action Service.

Eligible Morgan Stanley accounts are automatically enrolled in the Class Action Service.¹ You must affirmatively reach out to a member of your Morgan Stanley team to enroll any of your closed accounts into the Class Action Service. If you do not request to have your closed accounts enrolled, then such closed accounts will not be included in the Class Action Service. If any account(s) is (are) excluded from the automated process, you may still participate in such lawsuit by submitting a paper-based claim form directly to the claims administrator. The automated submission fee described herein does not apply to claims submitted by you via a paper-based claim form.

The Class Action Service will be administered by Broadridge Investor Communication Solutions, Inc. ("Broadridge"). In exchange for administering the Class Action Service, **Broadridge will deduct 6% from any class action settlement payment received on a client's behalf.**

Once enrolled in the Class Action Service, you will be notified prior to the submission of any class action claim for which your account(s) is (are) eligible in order to provide you with an opportunity to exclude your account(s) from a specific class action lawsuit. You may choose to opt out of any particular class action lawsuit while your account(s) remain(s) enrolled in the Class Action Service without unenrolling from the Class Action Service by providing written or verbal notice to a member of your Morgan Stanley team within 15 business days from the date you receive notice of the class action lawsuit.

¹ Eligibility and enrollment are determined by account type. Please refer to specific communications sent to you by Morgan Stanley regarding whether your account(s) is (are) eligible and, if so, when it (they) will be enrolled in the Class Action Service.

You may cancel your participation in the Class Action Service at any time by providing a written or verbal request to a member of your Morgan Stanley team.

How To Enroll:

All eligible accounts¹ are automatically enrolled in the Class Action Service and your enrollment authorizes Morgan Stanley to automate the class action claim process for your account(s). Once enrolled in the Class Action Service, this authorization will remain in effect, notwithstanding your disability or death, until we are notified to discontinue this authorization by you or your authorized representative.

However, if you would prefer to exclude your account(s) from the Class Action Service and continue to file your class action claims via the existing paper-based claim forms, please notify a member of your Morgan Stanley team verbally or in writing.

You understand that your enrollment in the Class Action Service does not guarantee that you will receive a settlement payment for any given class action lawsuit. Neither Morgan Stanley nor its affiliates (our affiliates include companies with a common ownership by Morgan Stanley and financial companies such as Morgan Stanley & Co. LLC and Morgan Stanley Investment Management Inc., etc., hereinafter "Affiliates") take any responsibility for the outcomes of any given class action lawsuit, and you agree to indemnify and hold harmless Morgan Stanley and its Affiliates for all actions taken in connection with the Class Action Service. You understand also that, in the event of any recovery, the more clients who enroll in the Class Action Service, the smaller the average compensation per client becomes.

Additional Terms and Conditions:*Canceling the Class Action Service*

You may cancel the Class Action Service at any time by providing a written or verbal request to a member of the Morgan Stanley team servicing your account(s). Please note that if you cancel the Class Action Service and wish to re-enroll, you will be required to agree to the terms and conditions for the Class Action Service in effect at that time. Canceling the Class Action Service after a claim has been filed on your behalf will not remove you from participation in that particular class action lawsuit. Morgan Stanley reserves the right to cancel the Class Action Service at any time.

Your Rights

While you are enrolled in the Class Action Service, you are permitted to exercise your right to opt out of a specific class action lawsuit without unenrolling from the Class Action Service if you provide a member of your Morgan Stanley team with verbal or written notice of your decision to opt out of a specific class action lawsuit within 15 business days from the date you receive notice of such class action lawsuit. If you do not respond to the notification within 15 business days then the Class Action Service will automatically file a class action claim on your behalf. **YOU ARE NOT PERMITTED TO OPT OUT OF A CLASS ACTION LAWSUIT ONCE THE CLASS ACTION SERVICE HAS FILED A CLASS ACTION CLAIM ON YOUR BEHALF, NOR ARE YOU PERMITTED TO SEPARATELY BRING A LAWSUIT ON YOUR OWN EITHER CONTEMPORANEOUSLY OR IN THE FUTURE AGAINST ANY NAMED DEFENDANT IN SUCH PARTICULAR CLASS ACTION LAWSUIT.** Once the Class Action Service files a class action claim on your behalf, you hereby disclaim, waive and agree not to assert: (i) any dissenters' or similar rights under any applicable law, rule or regulation; (ii) any right to require partition or appraisal of any company that is the subject of a potential class action lawsuit or of any of said company's assets, or to cause the sale of such company's property; or (iii) any right to maintain any action for partition or to compel any sale with respect to shares held by other shareholders, or with respect to any of said company's property.

Electronic Delivery (eDelivery)

Enrollment in electronic delivery ("eDelivery") is not required for enrollment in the Class Action Service. If you have enrolled your Morgan Stanley account(s) in eDelivery then the class action event notifications that the Class Action Service will send to you are hereby incorporated by reference as eDelivery Documents as that term is defined in your Morgan Stanley client account agreement and our eDelivery Terms and Conditions.

Erroneous Credits

If you receive a credit to your account(s) of funds or securities to which you are not entitled (“Erroneous Credit”), you agree to notify us as soon as you learn of such Erroneous Credit and you further agree, notwithstanding any representations to the contrary made by any Morgan Stanley personnel or representatives, not to remove any such Erroneous Credit from your account(s) and to return the full amount of such Erroneous Credit to us.

If you fail to return any Erroneous Credit, we may debit an amount equal to the Erroneous Credit from your account, or any other account(s) you maintain with us, and liquidate, if necessary, any of your assets held by us to satisfy your obligation to return any such Erroneous Credit.

If we cannot debit the amount equal to the Erroneous Credit from your account or any other account(s) you maintain with us and you fail to return the full amount of the Erroneous Credit to us, you will be liable to us, not only for the full amount of the Erroneous Credit, but also for any interest and/or expenses (including attorneys’ fees) associated with our recovery of the Erroneous Credit.

Any IRA, CESA, qualified retirement or welfare benefit plan account or other account holding assets of a “plan” as defined in Section 4975 of the U.S. Internal Revenue Code of 1986, as amended (collectively, “IRA, CESA or other Retirement Account”), is not subject to a security interest, lien or right of setoff for debts owed to us and/or our Affiliates in relation to your other accounts, but remains subject to legal remedies for debts and obligations owed in relation to the IRA, CESA or other Retirement Account.

Conflict

You agree that Morgan Stanley may, in our discretion, refuse to participate in a class action lawsuit if we determine that said class action lawsuit presents a conflict of interest. You further understand that neither Morgan Stanley nor its Affiliates express any opinion or belief about your enrollment in the Class Action Service, which may include the filing of a claim on your behalf in a class action lawsuit wherein Morgan Stanley or its Affiliates were a syndicate leader or underwriter of a security held in your account(s) that is impacted by said lawsuit. Some Impacted Securities could involve securities in which Morgan Stanley was a syndicate participant or a lead underwriter, or in which Morgan Stanley made or continues to make a market. You acknowledge that it is your responsibility to ascertain the nature of Morgan Stanley’s involvement in such Impacted Securities by calling a member of your Morgan Stanley team prior to using the Class Action Service to file a claim on your behalf. You further acknowledge that if you should have any objections or concerns regarding the nature of Morgan Stanley’s involvement in such Impacted Securities, then you may exercise your right to opt out of the class action lawsuit regarding such Impacted Securities by notifying a member of your Morgan Stanley team within 15 business days from the date you receive notice of the lawsuit.

Other Terms

In the event of any conflict or inconsistency between the definitions set forth in these terms and conditions and any other agreement between you and Morgan Stanley and/or our Affiliates, the defined terms set forth above shall govern for purposes of these terms and conditions.