

# Versatile Investment Program (“VIP”) — Defined Benefit Plan Product Establishment Kit—September 2014

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## Application Instructions

Remove these step-by-step instructions and refer to them as you complete the Application. You do not need to return the instruction page to Morgan Stanley. You should retain the *Fee Schedule for Versatile Investment Program Accounts, Allocation of Roles and Responsibilities under Your Retirement Plan*, and the *Summary of the Bank Deposit Program*. After execution, please retain a copy of the *VIP Account Application and Agreement* (pages 1–26), the *Subaccount Establishment Form* (pages 27–28) and the *VIP-DB Fee Payment Election Form* (page 29) for your records (see Step 4 below).

### Step 1: Versatile Investment Program (“VIP”) Account Application and Agreement

- **The General Information section** describes the types of accounts that Morgan Stanley Smith Barney LLC (“Morgan Stanley”) will open for you as part of your Versatile Investment Program relationship.
- **Sections 1 through 5** collect important information that you must provide to establish a VIP Account. In particular, Section 3 includes important information regarding the delegation of responsibilities to Trustees, Other Named Fiduciaries and Agents authorized to act on behalf of the Plan.
- **Sections 6 through 11** provide information about your Plan’s Accounts. **Section 8** contains an optional election. You should carefully review the information contained in these sections.
- **Section 12** contains tax certifications and additional representations made by the Trustees, Other Named Fiduciaries and Plan Sponsor. **Review this information and sign where indicated.**
- **Section 13** must be completed if you named Successor Trustees in Section 4.
- Morgan Stanley will establish a Plan Account for your Plan at no charge using the information you have provided in the Application. Morgan Stanley uses the Plan Account to maintain contact information to mail statements and notices to the Plan, and to facilitate the billing of fees.

### Step 2: Versatile Investment Program Account/Subaccount Establishment Form

- Morgan Stanley establishes subaccounts to hold your Plan’s assets, process contributions and distributions and allow you to conduct brokerage activity.
- Depending on how you operate your Plan, you may create subaccounts to hold pooled or other types of Trustee-directed assets or to hold forfeiture assets.
- Morgan Stanley will produce a separate account statement for each subaccount, and you will receive a summary statement at the end of the year consolidating information on all subaccounts.

### Step 3: Fee Schedule for Versatile Investment Program Accounts and Versatile Investment Program (“VIP”) Fee Payment Election Form

- Carefully review the fee schedule related to the VIP product. Use the Fee Payment Election Form to elect how you will pay certain fees associated with the VIP product.

Step 4: Please provide a signed copy of the VIP Application and Agreement (pages 1–26), the Subaccount Establishment Form (pages 27–28) and a VIP Fee Payment Election Form (page 29) to your Morgan Stanley Financial Advisor or Private Wealth Advisor so they may proceed with opening the account.

## Fee Schedule for Versatile Investment Program Accounts

### VIP Plus:

- Annual Maintenance Fee: \$50
- Annual Plan Document Fee: \$150
- Account Transfer Fee: \$95
- Account Termination Fee: \$50

### Annual Maintenance and Annual Plan Document Fees

The annual maintenance fee shall be charged for any calendar year or portion of any calendar year during which you have a subaccount with us (and is charged once for each such account). The annual plan document fee, which covers the costs of updates and mailings that are needed to help ensure the compliance of your prototype document with current and new regulations, applies for any calendar year or portion of any calendar year during which you have a Plan Account with us. These fees are due each September or, in the event of transfer or termination, upon account closure. Accounts that are opened between September and December and therefore miss the scheduled billing cycle will be charged in January of the following calendar year.

You may elect to pay the total annual account maintenance and plan document fee by check made payable to Morgan Stanley, by transfer of funds from another eligible Morgan Stanley non-retirement account or you may elect to have the total annual account maintenance and plan document fee directly debited from eligible Plan subaccounts. In the event that Morgan Stanley does not have a current fee election on file prior to the fee billing date, we will assume that you wish to pay by debiting subaccounts. If the fee election on file is either pay by check or journal from a non-retirement account, but the fee is not paid on a timely basis using the elected method, Morgan Stanley may directly debit the fee and any subsequent fees from Plan subaccounts.

We reserve the right to liquidate assets to cover the amount of any outstanding unpaid fee in accordance with the terms of the VIP Account Application and Agreement.

The annual account maintenance fee currently does not apply to investment advisory accounts.

Fees may be subject to the applicable Morgan Stanley Householding policy if the Account is not considered to be subject to the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), because the only Plan participants are the owner of the business and/or the owner's spouse.

### Account Transfer Fee

The fee for outgoing transfers (including outgoing Automated Customer Account Transfer Service ("ACATS") transfers) is \$95 per Account (or per subaccount, if applicable).

### Account Termination Fee

The fee for termination is \$50 per subaccount. The account termination fee is due upon account closure. You may elect to pay the account termination fee by check. In the event that both the account termination fee and the account transfer fee apply, only the account transfer fee will be assessed.

These fees are in addition to normal brokerage commissions, fees and other transaction-related expenses. For more information about other direct and indirect fees that may apply to your Account, please refer to the current copy of our *Important Information About Your Morgan Stanley Account* brochure (available from your Morgan Stanley Financial Advisor or Private Wealth Advisor), as may be amended from time to time. Morgan Stanley reserves the right, in its sole discretion, to discount or waive certain fees for certain customers. To learn about the availability of any fee discounts or waivers, please contact the Morgan Stanley Financial Advisor or Private Wealth Advisor servicing your Plan. Morgan Stanley has the right to change its fees and, unless they are adverse to you, such changes will take effect without notice to you. If, however, such changes are adverse to you, we will provide the Plan Sponsor with reasonable notice before such changes take effect. You agree that Morgan Stanley has the right to amend, revise or substitute the Fee Schedules identified or referred to above, and no amendment, revisions or substitution of a Fee Schedule shall be deemed an amendment of the VIP Account Application and Agreement.

## Allocation of Roles and Responsibilities under Your Retirement Plan

Many different parties have important roles to play in the administration of a retirement plan (including plans qualified under the Internal Revenue Code and/or subject to the requirements of the Employee Retirement Income Security Act of 1974 (“ERISA”) or other statutes). In order to administer the Plan in a prudent and effective manner in compliance with applicable laws, it is important to understand the roles that outside providers may play and the role that we play as broker and service provider.

Further, completion of a Morgan Stanley Smith Barney LLC Prototype Defined Benefit Plan Adoption Agreement requires consideration of complex tax and legal issues. You should consult with or should obtain the advice of legal counsel and/or a tax advisor before executing an Adoption Agreement. Once executed, the Adoption Agreement is a legal document with significant tax and legal ramifications and the failure to properly complete the Adoption Agreement or administer the Plan may result in disqualification of the Plan. Neither Morgan Stanley nor any of its agents or affiliates assume any responsibility for the completion of, and operation of the Plan established under, the prototype plan documentation that Morgan Stanley makes available.

The following is a description of the duties that various parties may undertake with respect to the Plan; whether such parties actually perform the described duties will depend upon decisions made by the Plan Sponsor.

### Plan Sponsor Responsibilities

The Plan Sponsor (which is the “Employer” who adopts the Morgan Stanley Smith Barney LLC Prototype Defined Benefit Plan Basic Plan Document and Adoption Agreement):

- Selects, adopts and amends Plan documents and employee communications;
- Makes contributions to the Plan within the deadlines, if applicable, established by the Department of Labor and the Internal Revenue Service;
- Selects other “fiduciaries” and service providers for the Plan where duties are not delegated to particular individuals under the terms of the Plan; and
- Selects Trustees or other responsible parties to hold or custody the Plan’s assets.

### Plan Administrator Responsibilities

One or more of the duties of the Plan Administrator can be performed by the Plan Sponsor, or by a separately appointed individual or committee. Please note that under the terms of the Morgan Stanley Smith Barney LLC Prototype Defined Benefit Plan Basic Plan Document, the Employer is the Plan Administrator unless it appropriately designates another entity. Typically the Plan Administrator:

- Determines eligibility of employees to participate in the Plan;
- Communicates Plan amendments, modifications, notices and important Plan information to employees and participants;
- Enrolls participants and provides enrollment materials to participants;
- Conducts information sessions on Plan provisions for employees;
- Compiles and forwards employee data to service providers for the Plan;
- Makes determinations as to the amount of benefits payable to participants;
- Provides information regarding available distribution options (e.g., lump sum distribution, rollover, transfer to a successor plan);
- Provides distribution forms to participants/beneficiaries;
- Approves Plan distributions where available under the Plan;
- Approves Plan loans to participants where available under the Plan and monitors the repayment of these loans;
- Completes or processes necessary forms for various participant/beneficiary requests and participant-directed transactions;
- Reviews and approves all requests for distributions under Qualified Domestic Relations Orders (“QDROs”);
- Reviews, determines legitimacy of, and approves claims for benefits;
- Establishes various policies related to the operation of the Plan, and maintains Plan records;
- Files Form 5500 reports and other required information with government agencies, such as the Department of Labor, the Internal Revenue Service or the Pension Benefit Guaranty Corporation. Morgan Stanley and its affiliates will not file Form 5500 on behalf of any plan; and
- Provides tax reporting with respect to distributions from the Plan (tax reporting and other duties listed above may also be performed by the Plan Trustee or another designated party).

The Plan Administrator’s duties are specifically outlined in the Basic Plan Document.

VIP DB ACCOUNT APPLICATION  
(10/2014)

## **Named Fiduciary/Investment Fiduciary Responsibilities**

The “Named Fiduciary” for investment purposes (who may be the Plan Sponsor, Trustee or other party appointed under the Plan) is one or more persons who are tasked with the authority to invest Plan assets or hire investment advisors and managers who will invest Plan assets. If the Plan is subject to ERISA, the Named Fiduciary for investment purposes typically:

- Determines the investment policy for the Plan;
- Develops and maintains a written Investment Policy Statement, revising the policy when appropriate;
- Selects Plan investments, investment advisors and/or managers;
- Reviews investment performance of Plan assets on a regular basis and adjusts the Plan’s investment portfolio to conform to the guidelines of the Investment Policy Statement;
- Reviews, approves and discloses all expenses, fees and compensation paid to Plan advisors, service providers and investment funds from Plan assets in accordance with the Plan’s terms and applicable law (including ERISA);
- Selects other service providers who will perform administrative, recordkeeping and other Plan investment-related services; and
- Ensures that the Plan complies with all applicable fiduciary provisions of ERISA.

With respect to Plan investments that are mutual funds, the Named Fiduciary should also review Morgan Stanley’s *Mutual Fund Share Classes and Compensation*, which will help a Named Fiduciary for investment purposes understand mutual funds, their costs, how your Morgan Stanley Financial Advisor or Private Wealth Advisor is compensated when you buy mutual funds and how we receive additional compensation by fund families to sell their mutual funds. To get a copy of the *Mutual Fund Share Classes and Compensation*, please go to <http://www2.morganstanley.com/wealth/investmentsolutions/mutualfunds.asp>.

## **Plan Trustee**

The Plan Trustee, either an individual or an institution such as a bank or trust company with trust powers under applicable law, has responsibilities under the Plan that are distinct from the duties of the Plan Sponsor, Plan Administrator and Named Fiduciary.

The Plan Trustee:

- Holds legal title to all Plan assets;
- If acting as a directed Trustee, purchases or sells investments pursuant to direction of the Named Fiduciary or investment managers (as applicable);
- If acting as a discretionary Trustee, is empowered to purchase or sell investments without direction;
- Distributes Plan benefits, often as directed by the Plan Administrator or Named Fiduciary;
- Makes payments to service providers and other persons from Plan assets, often as directed by the Plan Administrator or Named Fiduciary;
- Provides appropriate certifications and may provide tax reporting with respect to distributions from the Plan, and
- Provides periodic Trust reports and annual audited Trust statements to the Plan Sponsor when appropriate.

## **Third-Party Administrator (“TPA”) / Consultants**

Certain types of retirement plans, such as Internal Revenue Code section 401(k) plans and other defined contribution plans, often utilize the specialized services of TPAs or consultants who may:

- Process enrollments, contributions, distributions and loans to participant account records as authorized by the Plan Administrator;
- Perform various tests for compliance under Internal Revenue Code qualification provisions (including maximum deferral percentage, nondiscrimination, coverage, top-heavy, minimum participation);
- Assist the Plan Administrator in providing communications, enrollment and other instructional materials to Plan participants; and
- Prepare reports and forms required by the IRS and the DOL for the Plan Administrator.

## Role of Morgan Stanley

In assisting the Plan Sponsor and the other designated parties who have responsibilities under the Plan, we provide specific services that are separate from the duties of the Named Fiduciary, Plan Administrator, Trustee and TPA. If requested by the Plan Sponsor or other appropriate party, we can provide one or more of the following services:

- Act as broker-dealer to the Plan in providing a wide range of potential investment options for the Plan;
- Offer, through the VIP Program, “prototype” plan documents for Plan Sponsors to use that comply with the various qualification requirements of the Internal Revenue Code, and ensure that amendments required to maintain the Plan Document are provided to the Plan Sponsor when necessary;
- Offer, through the RPM Program and the VIP Program, brokerage accounts to the Plan that enable Trustees and other authorized individuals to direct the investment of Plan account balances;
- Offer, through our Consulting Group unit, advisory programs sponsored by Morgan Stanley;
- Employee education services;
- Assist in enrollment of participants; and/or
- Assist Plan fiduciaries in evaluating Plan investments.

Morgan Stanley and its affiliates will not serve as Trustee, Plan Administrator, Named Fiduciary or TPA for Morgan Stanley clients. Outside of the VIP Program, we will neither provide Plan documents, nor will we review other plans to determine if they comply with the requirements of the Internal Revenue Code and (where applicable) ERISA. Except as otherwise provided herein or specified in a written agreement, we are not responsible for insuring that contributions are made to the Plan, or providing various reports and disclosures to governmental agencies or participants (e.g., Form 5500, Summary Plan Description). Furthermore, Morgan Stanley will not be responsible for ensuring that fiduciaries and other persons handling funds or property of a plan are appropriately bonded as required under ERISA.

Morgan Stanley, its affiliates and Morgan Stanley’s Financial Advisors and Private Wealth Advisors do not recommend any particular retirement plan program. Neither Morgan Stanley nor its affiliates, or Morgan Stanley Financial Advisors and Private Wealth Advisors, are a fiduciary under ERISA, the Code or any other law with respect to the selection of any retirement plan program made by the Plan Sponsor. In addition, unless otherwise provided in a separate written agreement, neither Morgan Stanley nor its affiliates, or Morgan Stanley Financial Advisors and Private Wealth Advisors, will agree to be classified as a fiduciary under ERISA, the Code, or any other law with respect to services provided to the Plan, including, but not limited to, investment selection and asset allocation.



## Summary of the Bank Deposit Program Effective May 2014

Through the Bank Deposit Program (“BDP” or the “Program”), cash balances are automatically deposited, or “swept” into interest-bearing FDIC-insured deposit accounts (“Deposit Accounts”) established for you by Morgan Stanley at one or more Sweep Banks: Morgan Stanley Bank, N.A. (“MSBNA”) and Morgan Stanley Private Bank, National Association (“MSPBNA”) and, together with MSBNA, the “Sweep Banks”). The Deposit Accounts at each Sweep Bank are established through and in the name of Morgan Stanley, as agent and custodian for its clients, and consist of a demand deposit (“DDA”) account and money market deposit account (“MMDA”). Your monthly Account statement will reflect your balances in each Sweep Bank.

Each Sweep Bank has a Deposit Limit of \$490,000 for joint accounts and \$245,000 for all other accounts. Deposit Limits are set slightly below the FDIC insurance thresholds to allow for accrued interest on the Deposit Accounts.

Funds are deposited at MSBNA up to the Deposit Limit, then MSPBNA up to the Deposit Limit. If your funds exceed the Deposit Limit at each Sweep Bank, such excess funds will be deposited, without limit, into the Deposit Accounts at MSBNA, which means that you are likely to have funds at that Sweep Bank that are not FDIC insured.

Withdrawals from your Deposit Accounts will be made on a “last in, first out” basis, which means that funds will be withdrawn from the Sweep Banks in the reverse order from which the funds were deposited.

Morgan Stanley may notify you within 30 days by letter, an entry on your Account statement or other written means that your Sweep Bank is changing or the order of your deposits to the Sweep Banks is changing. However, you may contact your Financial Advisor to block deposits to MSBNA or MSPBNA.

To review current interest rates and the BDP Disclosure Statement, please visit <http://morganstanley.com/wealth/services/bankdepositprogram.asp>.

### Interest Rates Generally

The DDAs and MMDAs will earn the same rate of interest at each Sweep Bank. Interest rates on the DDAs and MMDAs are variable and subject to change without notice. Morgan Stanley and the Sweep Banks reserve the right to change the methodology

used to determine the interest rates in their sole discretion. The Sweep Banks generally set the rates on a weekly basis, but may set the rates more or less frequently. Morgan Stanley generally recommends the interest rates and the Sweep Banks have the authority to modify the rates before approving and implementing them. The rate is generally based on a variety of factors including, but not limited to, prevailing economic and market conditions. Our ability to influence the rate on your Deposit Accounts presents a conflict of interest.

### Brokerage Account Interest Rate Tiers

Brokerage accounts with BDP as their sweep option receive different tiered interest rates based upon the value of your BDP Pricing Group. A BDP Pricing Group is valued based upon the eligible assets in accounts within a household grouped together based on the same address. In addition, accounts utilizing the same social security number or tax identification number in a household may be included in a BDP Pricing Group even if the account address is different from the other accounts.

The interest rate tiers are as follows:

- \$10,000,000 or greater
- \$1,000,000 to \$9,999,999.99
- \$500,000 to \$999,999.99
- \$250,000 to \$499,999.99
- \$100,000 to \$249,999.99
- Less than \$100,000

### Advisory Account Interest Rates

The interest rate for Advisory Account balances in the Program is the same as the highest tiered interest rate available to Brokerage Account balances.

### Fee to Morgan Stanley

Each Sweep Bank will pay Morgan Stanley a fee equal to the percentage of the average daily deposit balances in your Deposit Account at the Sweep Bank. The amount of the fee received by Morgan Stanley may affect the interest rate paid by the Sweep Bank on your Deposit Accounts. Affiliates of Morgan Stanley may also receive a financial benefit in the form of credit allocations made for financial reporting purposes. No other charges, fees or commissions will be imposed on your account as a result of or otherwise in connection with the Program.

### **Conflicts of Interest and Other Benefits**

Morgan Stanley, the Sweep Banks and their affiliates may receive other financial benefits in connection with the BDP. The Sweep Banks may use the cash balances in their Deposit Accounts to fund certain lending activity. As with other depository institutions, the profitability of the Sweep Banks is determined in large part by the difference between the interest paid and other costs incurred by them on the Deposit Accounts, and the interest or other income earned on their loans, investments and other assets. Deposits in Deposit Accounts provide the Sweep Banks with a stable, cost-effective source of lendable funds.

### **FDIC Coverage**

Funds in the Deposit Accounts (principal and accrued interest) at each Sweep Bank are eligible for FDIC insurance up to a specified amount per depositor (the "Maximum Applicable Insurance Limit") in each insurable capacity (e.g., individual or

joint). The Maximum Applicable Insurance Limit is \$250,000. Please keep in mind, however, that the Maximum Applicable Insurance Limit is established per depositor.

Any deposits that you maintain in the same capacity directly with a Sweep Bank (including CDs), or through an intermediary (such as Morgan Stanley or another broker), will be aggregated with deposits in your Deposit Accounts at that Sweep Bank for purposes of the Maximum Applicable Insurance Limit. You are responsible for monitoring the total amount of deposits that you have with each Sweep Bank, in order to determine the extent of FDIC deposit insurance coverage available to you. We are not responsible for any insured or uninsured portion of a Deposit Account at a Sweep Bank. Please visit [www.fdic.gov](http://www.fdic.gov) for more information.

Balances maintained in the Deposit Accounts at each Sweep Bank are not protected by SIPC or any excess coverage purchased by Morgan Stanley.



**For Internal Use Only**

Branch No.

Account No.

FA/PWA No.

# Versatile Investment Program (“VIP”) Account Application and Agreement—Defined Benefit Plans

## General Information

A Versatile Investment Program Account (generally, “VIP Account,” “VIP” or “Account”) is a Morgan Stanley Smith Barney LLC (“Morgan Stanley”)<sup>1</sup> brokerage account used in conjunction with the adoption of a prototype retirement plan document made available by Morgan Stanley.

Your VIP Account contains both a brokerage account component, governed by the broker-dealer requirements of, among others, the Financial Industry Regulatory Authority (“FINRA”) and the U.S. Securities and Exchange Commission (“SEC”); and a Qualified Plan Document, or “Plan,” component regulated by the U.S. Internal Revenue Service and subject to the requirements of the U.S. Internal Revenue Code (“Code”). The brokerage component is designed to govern the usual activities and services offered in a brokerage account, and will be maintained by and through Morgan Stanley pursuant to the terms and conditions of this VIP Account Application and Agreement (the “Agreement”).<sup>2</sup> The Plan component is designed to qualify your Account as a tax-qualified account pursuant to sections 401 and 501 of the Code. The terms “you,” “your,” “yours” and “client” in this Agreement refer to the persons signing the Agreement; the terms “we,” “us” and “our” refer to Morgan Stanley and its affiliates, as applicable.

## Morgan Stanley VIP Plus Product Features

VIP Plus permits sole proprietors, partnerships, corporations and other plan sponsors (i.e., businesses with or without employees) to adopt a defined benefit plan. We do not provide IRS Form 1099-R tax reporting, or processing and reporting of Federal or state tax withholding, with respect to VIP Plus distributions; such withholding and reporting is the responsibility of the plan sponsor, plan administrator and/or the trustees of the plan.

Neither Morgan Stanley nor its affiliates are responsible for any tax returns or reports required to be filed with respect to the involved plan, including but not limited to IRS/DOL Form 5500.

Investments in VIP Accounts may consist of, among other things, publicly traded securities, covered option writing, various mutual funds, unit trusts, annuity contracts, money market instruments and money market funds. Real property or certain other investments (including limited partnerships) not custodied by us may also be held by the named trustee. Other Morgan Stanley policies and procedures, as well as applicable law, may restrict the investments held in the Account.

Note that plan sponsors establishing VIP Plus Accounts may elect to utilize the VIP Plus program’s “subaccount” feature. VIP Plus Account features, such as the sweep feature, will apply to each subaccount. Subaccounts can be set up to reflect separate pools of assets, or to hold certain types of plan assets such as forfeitures of employer contributions. Any reference to the “Account” should be read to include a reference to any such subaccount (as well as to the “Plan Account” as further described below) unless the context clearly indicates otherwise. Please note that you must maintain at least one funded subaccount in order to continue using Morgan Stanley’s prototype retirement plan document. Separate account statements will be produced for each subaccount, and VIP Plus plans receive a summary statement at the end of the year consolidating information on all subaccounts.

A “Plan Account” (not considered a subaccount) will be established for every VIP Plan at no charge to the plan sponsor. The Plan Account maintains contact information used to mail statements and notices to the Plan, and facilitates the billing of fees. Brokerage activity cannot be conducted in the Plan Account.

<sup>1</sup> Morgan Stanley Smith Barney LLC is a registered broker-dealer, not a bank. Where appropriate, we have entered into arrangements with licensed banks and other third parties to assist in offering certain services. Unless otherwise specifically disclosed to you in writing, investments and services offered through Morgan Stanley Smith Barney LLC, member SIPC, are not insured by the FDIC, are not deposits or other obligations of, or guaranteed by, banks and involve investments risks, including possible loss of principal amount invested.

<sup>2</sup> This Agreement sets forth the terms and conditions of the Account and, together with other disclosures provided at account opening, provides important information about Account services and fees. The Account you are opening through this Agreement is a brokerage account. Certain services may not be available in jurisdictions outside the United States.



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VIP DB ACCOUNT APPLICATION  
(10/2014)

**You must complete this VIP Account Application and Agreement even if you are enrolling in a Morgan Stanley advisory program at the same time. However, in the event of any conflict in the terms of this Agreement and the advisory agreement, the terms of the advisory agreement will control so long as the advisory agreement is in effect.**

To open a VIP Account with Morgan Stanley, please complete all applicable sections below. Please note that many of the capitalized terms used throughout this document (e.g., Plan Sponsor, Plan Administrator, Trustee) may have meanings ascribed to them by the Morgan Stanley prototype retirement plan document that you adopt in conjunction with the opening of the Account through this Agreement.

For plans where you will be using a third-party plan document, please open a Retirement Plan Manager Account ("RPM") using the RPM Account Application and Agreement.

## 1. General Plan Information

- (a) Plan Name: \_\_\_\_\_
- (b) This Plan was/is initially effective on (MM/YYYY): \_\_\_\_\_
- (c) Three-Digit Plan Number (used to identify the plan on the Form 5500 filing, for example, "001," "002," etc., as applicable. Certain plans not subject to ERISA, or which do not file a Form 5500, may not have a three-digit plan number, and should use 001 as a default answer to this question): \_\_\_\_\_
- (d) Plan/Trust Employer Identification Number (This cannot be a SSN): \_\_\_\_\_
- (e) Plan Year End (MM/DD—e.g., 12/31 for a calendar year plan): \_\_\_\_\_
- (f) Number of Plan Participants at end of most recent Plan Year: \_\_\_\_\_
- (g) This plan covers (select one):
- ☐ Business owner only\*
- ☐ Business owner and the owner's spouse\*
- ☐ Multiple business owners and/or their spouses (e.g., partnership)
- ☐ Business owner and employees

\* By selecting "Business owner only" or "Business owner and the owner's spouse" you certify that because the Plan's participants are limited to the owner of the Plan Sponsor and/or the owner's spouse, the Plan is not governed by the Employee Retirement Income Security Act of 1974. You further certify that you will notify Morgan Stanley promptly of any change in the identity of the Plan's participants. In the event that you consent to have your Plan grouped with your personal household in accordance with Morgan Stanley's Householding policy, failure to notify Morgan Stanley promptly of any change in the Plan's status may result in potential adverse tax consequences.

## 2. Plan Sponsor

Please provide information about the Plan Sponsor here (**a representative of the Plan Sponsor must sign Section 12, below**).

NAME OF BUSINESS/ UNION/ ENTITY

EMPLOYER IDENTIFICATION NUMBER ("EIN")

ADDRESS, CITY, STATE AND ZIP

PRIMARY CONTACT

EMAIL ADDRESS

TELEPHONE NUMBER

## 3. Designation of Plan Trustee(S) and Authorized Individuals/Certification of Investment Powers

**NOTE: Morgan Stanley and its affiliates can neither be listed as Plan Trustee, nor act as the Trustee, of a VIP Account. Additionally, you must designate whether the Trustee(s), an "Other Named Fiduciary," or an "Agent" can act as an "Authorized Individual." An Authorized Individual is vested with investment decision-making or other authority for the Plan and Trust. Note that the terms "Authorized Individual," "Other Named Fiduciary" and "Agent" are not defined by the Morgan Stanley prototype retirement plan document, but are instead defined in this VIP Account Application and Agreement as, and through the naming of, the individuals listed below.**

If you are enrolling in an advisory program sponsored by Morgan Stanley at the same time as completing this VIP Account Application and Agreement, this section should still be completed, along with any of the required documentation for such advisory program; provided, however, that in the event the responses to this section and/or the advisory program documentation conflict, the terms of the advisory program documentation will govern.

(a) **Plan Trustees, Other Named Fiduciaries and Agents**

1. **Plan Trustee(s)**—If more than one Trustee is designated as an Authorized Individual, all the Authorized Individuals certify to us, by signing in Section 12, that any action in connection with the Account requires the authorization of only one Authorized Individual.

**TRUSTEE I**

- ☐ Check here if Trustee I is also an Authorized Individual. We are authorized to accept investment orders, withdrawal and other instructions from the following Trustee and we are directed to provide the Trustee access to all Account information.

|  |  |
|--|--|
| NAME OF PLAN TRUSTEE   | DATE OF BIRTH, IF AN INDIVIDUAL (MM/DD/YYYY) |
| LEGAL ADDRESS LINE 1   | MAILING ADDRESS (IF DIFFERENT) LINE 1        |
| LEGAL ADDRESS LINE 2   | MAILING ADDRESS LINE 2                       |
| CITY, STATE ZIP (OR POSTAL CODE)   | CITY, STATE ZIP (OR POSTAL CODE)             |
| COUNTRY, IF NON-U.S.   | COUNTRY, IF NON-U.S.                         |
| TAX ID NUMBER, IF AN ENTITY,<br>SOCIAL SECURITY NUMBER, IF AN INDIVIDUAL | TELEPHONE NUMBER                             |
| EMAIL  |  |

**Citizenship/Residence**

Country of Citizenship ☐ U.S. Citizen ☐ Other \_\_\_\_\_

Country of Residence ☐ U.S. Resident ☐ Other \_\_\_\_\_

If not a U.S. citizen, please provide:

|                 |                                 |                 |
|-----------------|---------------------------------|-----------------|
| PASSPORT NUMBER | DATE OF EXPIRATION (MM/DD/YYYY) | ISSUING COUNTRY |
|-----------------|---------------------------------|-----------------|

**Affiliations**

The Trustee must check here if the Trustee, the Trustee's spouse or immediate family member<sup>1</sup> is a:

- ☐ Director, 10% or greater shareholder, policymaking executive officer or executive officer for a U.S. publicly traded firm (including a foreign company that has securities, such as American Depositary Receipts, that are listed on a U.S. exchange or trade publicly in the United States).
- ☐ Director, partner or employee of a registered broker-dealer, a securities exchange or an entity controlled by a securities exchange or a registered securities association; or a portfolio manager for a bank, savings and loan institution, insurance company, investment company, investment advisor or collective investment account.

Please complete the following for each person for whom you checked a box (*if applicable*):

|                 |                    |
|-----------------|--------------------|
| EMPLOYER'S NAME | TITLE AND POSITION |
| EMPLOYER'S NAME | TITLE AND POSITION |

<sup>1</sup> "Immediate family member" means any child, stepchild, grandchild, parent, grandparent, spouse, sibling, in-law, adoptive relationship and any individual to whom you provide material support (i.e., more than 25% of the individual's income or living in the same household).

**Primary Contact, if Trustee is an entity:**

NAME

ADDRESS LINE 1

EMAIL

ADDRESS LINE 2

TELEPHONE NUMBER

CITY, STATE ZIP (OR POSTAL CODE)

**TRUSTEE II**

- ☐ Check here if Trustee II is also an Authorized Individual. We are authorized to accept investment orders, withdrawal and other instructions from the following Trustee and we are directed to provide the Trustee access to all Account information.

NAME OF PLAN TRUSTEE

DATE OF BIRTH, IF AN INDIVIDUAL (MM/DD/YYYY)

LEGAL ADDRESS LINE 1

MAILING ADDRESS (IF DIFFERENT) LINE 1

LEGAL ADDRESS LINE 2

MAILING ADDRESS LINE 2

CITY, STATE ZIP (OR POSTAL CODE)

CITY, STATE ZIP (OR POSTAL CODE)

COUNTRY, IF NON-U.S.

COUNTRY, IF NON-U.S.

TAX ID NUMBER, IF AN ENTITY,  
SOCIAL SECURITY NUMBER, IF AN INDIVIDUAL

TELEPHONE NUMBER

EMAIL

**Citizenship/Residence**Country of Citizenship ☐ U.S. Citizen ☐ OtherCountry of Residence ☐ U.S. Resident ☐ Other

If not a U.S. citizen, please provide:

PASSPORT NUMBER

DATE OF EXPIRATION (MM/DD/YYYY)

ISSUING COUNTRY

**Affiliations**The Trustee must check here if the Trustee, the Trustee's spouse or immediate family member<sup>1</sup> is a:

- ☐ Director, 10% or greater shareholder, policymaking executive officer or executive officer for a U.S. publicly traded firm (including a foreign company that has securities, such as American Depositary Receipts, that are listed on a U.S. exchange or trade publicly in the United States).
- ☐ Director, partner or employee of a registered broker-dealer, a securities exchange or an entity controlled by a securities exchange or a registered securities association; or a portfolio manager for a bank, savings and loan institution, insurance company, investment company, investment advisor or collective investment account.

Please complete the following for each person for whom you checked a box (*if applicable*):

EMPLOYER'S NAME

TITLE AND POSITION

EMPLOYER'S NAME

TITLE AND POSITION

<sup>1</sup> "Immediate family member" means any child, stepchild, grandchild, parent, grandparent, spouse, sibling, in-law, adoptive relationship and any individual to whom you provide material support (i.e., more than 25% of the individual's income or living in the same household).

**Primary Contact, if Trustee is an entity:**

NAME

ADDRESS LINE 1

EMAIL

ADDRESS LINE 2

TELEPHONE NUMBER

CITY, STATE ZIP (OR POSTAL CODE)

**TRUSTEE III**

- ☐ Check here if Trustee III is also an Authorized Individual. We are authorized to accept investment orders, withdrawal and other instructions from the following Trustee and we are directed to provide the Trustee access to all Account information.

NAME OF PLAN TRUSTEE

DATE OF BIRTH, IF AN INDIVIDUAL (MM/DD/YYYY)

LEGAL ADDRESS LINE 1

MAILING ADDRESS (IF DIFFERENT) LINE 1

LEGAL ADDRESS LINE 2

MAILING ADDRESS LINE 2

CITY, STATE ZIP (OR POSTAL CODE)

CITY, STATE ZIP (OR POSTAL CODE)

COUNTRY, IF NON-U.S.

COUNTRY, IF NON-U.S.

TAX ID NUMBER, IF AN ENTITY,  
SOCIAL SECURITY NUMBER, IF AN INDIVIDUAL

TELEPHONE NUMBER

EMAIL

**Citizenship/Residence**Country of Citizenship ☐ U.S. Citizen ☐ OtherCountry of Residence ☐ U.S. Resident ☐ Other

If not a U.S. citizen, please provide:

PASSPORT NUMBER

DATE OF EXPIRATION (MM/DD/YYYY)

ISSUING COUNTRY

**Affiliations**The Trustee must check here if the Trustee, the Trustee's spouse or immediate family member<sup>1</sup> is a:

- ☐ Director, 10% or greater shareholder, policymaking executive officer or executive officer for a U.S. publicly traded firm (including a foreign company that has securities, such as American Depositary Receipts, that are listed on a U.S. exchange or trade publicly in the United States).
- ☐ Director, partner or employee of a registered broker-dealer, a securities exchange or an entity controlled by a securities exchange or a registered securities association; or a portfolio manager for a bank, savings and loan institution, insurance company, investment company, investment advisor or collective investment account.

Please complete the following for each person for whom you checked a box (if applicable):

EMPLOYER'S NAME

TITLE AND POSITION

EMPLOYER'S NAME

TITLE AND POSITION

<sup>1</sup> "Immediate family member" means any child, stepchild, grandchild, parent, grandparent, spouse, sibling, in-law, adoptive relationship and any individual to whom you provide material support (i.e., more than 25% of the individual's income or living in the same household).

**Primary Contact, if Trustee is an entity:**

NAME

ADDRESS LINE 1

EMAIL

ADDRESS LINE 2

TELEPHONE NUMBER

CITY, STATE ZIP (OR POSTAL CODE)

**2. Other Named Fiduciary—You cannot designate Other Named Fiduciaries if you have designated that any one of the Trustees may serve as an Authorized Individual.**

We are authorized to accept investment orders that the Trustee(s) would otherwise be permitted to give, provide access to applicable Account information (provided however that this will not include the authority to authorize Morgan Stanley to mail duplicate statements, trade confirmations or any other documentation for the Plan to any third party, or change the address listed on any Plan Account), and accept other instructions (other than withdrawals) from the Other Named Fiduciary(ies) listed below. If more than one Other Named Fiduciary is designated as such an Authorized Individual by being listed below, all the Authorized Individuals certify to us, by signing in Section 12, that any action in connection with the Account requires the authorization of only one Authorized Individual.

Note: If the Other Named Fiduciary is an entity with individual members (e.g., if the “Other Named Fiduciary” is a plan committee, as opposed to a corporate entity or a named individual), you should specify the members of the committee who are Authorized Individuals, and not just name the entity. If the Other Named Fiduciary is an individual, or if it is an entity with an individual member named below, you MUST provide the individual’s Social Security Number and Date of Birth. All such authorized members and Other Named Fiduciary(ies) must be listed in and, in addition to the Trustee(s), must sign Section 12, below.

OTHER NAMED FIDUCIARY CONTACT NAME, FOR INDIVIDUAL

SOCIAL SECURITY NUMBER

ADDRESS, CITY, STATE AND ZIP

DATE OF BIRTH (MM/DD/YYYY)

TELEPHONE NUMBER

EMAIL ADDRESS

SIGNATURE

ENTITY NAME

ADDRESS, CITY, STATE AND ZIP

TELEPHONE NUMBER

MEMBER NAME (MUST BE AN INDIVIDUAL)

SOCIAL SECURITY NUMBER

ADDRESS, CITY, STATE AND ZIP

DATE OF BIRTH (MM/DD/YYYY)

TELEPHONE NUMBER

EMAIL ADDRESS

SIGNATURE

OTHER NAMED FIDUCIARY CONTACT NAME, FOR ENTITY

ADDRESS, CITY, STATE AND ZIP

TELEPHONE NUMBER

**Additional Member Information:**

MEMBER NAME (MUST BE AN INDIVIDUAL)

SOCIAL SECURITY NUMBER

DATE OF BIRTH (MM/DD/YYYY)

TELEPHONE NUMBER

EMAIL ADDRESS

MEMBER NAME (MUST BE AN INDIVIDUAL)

SOCIAL SECURITY NUMBER

DATE OF BIRTH (MM/DD/YYYY)

TELEPHONE NUMBER

EMAIL ADDRESS

VIP DB ACCOUNT APPLICATION  
(10/2014)

|                                     |                        |                            |
|-------------------------------------|------------------------|----------------------------|
| MEMBER NAME (MUST BE AN INDIVIDUAL) | SOCIAL SECURITY NUMBER | DATE OF BIRTH (MM/DD/YYYY) |
| TELEPHONE NUMBER                    | EMAIL ADDRESS          |                            |
| MEMBER NAME (MUST BE AN INDIVIDUAL) | SOCIAL SECURITY NUMBER | DATE OF BIRTH (MM/DD/YYYY) |
| TELEPHONE NUMBER                    | EMAIL ADDRESS          |                            |

If more than one member is listed above, all the Authorized Individuals certify to us, by signing in Section 12, that any action in connection with the Account requires the authorization of only one member.

### 3. Agents

In addition to the Authorized Individuals listed above, we are authorized to provide access to applicable Account information (provided however that this will not include the authority to authorize Morgan Stanley to mail duplicate statements, trade confirmations or any other documentation for the Plan to any third party, or change the address listed on any Plan Account) and accept other instructions (other than withdrawals and investment orders) from the Agents listed below. Either the Trustee(s) or Other Named Fiduciary(ies), as applicable, certify by executing this Agreement that such parties are authorized under the Plan and/or applicable law to delegate such authority to such individuals or entities. Agents must sign below. Investment managers may be designated as Authorized Individuals for specific subaccounts by using the Subaccount Establishment Form included later in this Agreement. A standalone Subaccount Establishment Form is also available from Morgan Stanley.

#### AGENT I

|  |                                  |
|--|----------------------------------|
| AGENT NAME                                 | NAME OF AGENT CONTACT, IF ENTITY |
| SOCIAL SECURITY NUMBER (IF APPLICABLE)     | ADDRESS, CITY, STATE AND ZIP     |
| DATE OF BIRTH (IF APPLICABLE – MM/DD/YYYY) | TELEPHONE NUMBER                 |
| EMAIL ADDRESS                              | SIGNATURE                        |

#### AGENT II

|  |                                  |
|--|----------------------------------|
| AGENT NAME                                 | NAME OF AGENT CONTACT, IF ENTITY |
| SOCIAL SECURITY NUMBER (IF APPLICABLE)     | ADDRESS, CITY, STATE AND ZIP     |
| DATE OF BIRTH (IF APPLICABLE – MM/DD/YYYY) | TELEPHONE NUMBER                 |
| EMAIL ADDRESS                              | SIGNATURE                        |

#### AGENT III

|  |                                  |
|--|----------------------------------|
| AGENT NAME                                 | NAME OF AGENT CONTACT, IF ENTITY |
| SOCIAL SECURITY NUMBER (IF APPLICABLE)     | ADDRESS, CITY, STATE AND ZIP     |
| DATE OF BIRTH (IF APPLICABLE – MM/DD/YYYY) | TELEPHONE NUMBER                 |
| EMAIL ADDRESS                              | SIGNATURE                        |

If more than one individual/entity is listed above, all the Authorized Individuals, including all Trustees and Other Named Fiduciaries, certify to us, by signing this VIP Account Application and Agreement, that any action in connection with the Account requires the authorization of only one Authorized Individual.



4. By signing below, the Plan Sponsor and Other Named Fiduciary(ies), as applicable, are acknowledging that only Trustees have the authority to direct distributions from the Plan's Trust (for benefit payments, expenses or otherwise), and that Morgan Stanley should take direction from the Trustees in this regard as their authorized representatives under the Plan. Withdrawals may be requested by a designated Trustee or Trustees by providing the applicable Distribution Form, executed by an authorized Plan Trustee, and sent to the Morgan Stanley Financial Advisor or Private Wealth Advisor for processing.
5. Subject to our policies, if we receive conflicting instructions from different Authorized Individuals, or reasonably believe instructions from one Authorized Individual might conflict with the wishes of another Authorized Individual, we may do any of the following: (a) choose which instructions to follow and which to disregard; (b) suspend all activity in the Account until written instructions signed by all Authorized Individuals are received; (c) close the Account and deliver all securities and other property, net of debts or liabilities, to the address of record; and/or (d) take other legal action.

**(b) Delegation**

The Plan Sponsor, Trustee(s) and Other Named Fiduciary(ies), as applicable, hereby covenant that if they sign and deliver to us any document which effectuates a delegation of investment management, such parties are authorized under the Plan and Trust and/or applicable law to delegate investment management, and that we shall have no independent duty to verify their authority to delegate investment management.

**(c) Margin Transactions**

The Plan Sponsor, Trustee(s) and Other Named Fiduciary(ies), as applicable, hereby acknowledge that no margin privileges will be extended to the Account without written permission from the Branch Manager of the Morgan Stanley branch through which the Account is held, along with any other approval(s) required under Morgan Stanley's policies and procedures.

**(d) Option Transactions**

The Plan Sponsor, Trustee(s) and Other Named Fiduciary(ies), as applicable, hereby certify that they are authorized under the Plan and Trust and/or applicable law to enter into option transactions in the form of Selling Covered Calls and Buying Protective Puts, and hereby elect to allow such parties to enter into such transactions. Please contact Morgan Stanley for more information.

**(e) Other Permitted Investments**

The Plan Sponsor, Trustee(s) and Other Named Fiduciary(ies), as applicable, hereby covenant that they are authorized under the Plan and Trust and/or applicable law to make any other investments, both purchases and sales, of the types specified in any instructions that they will give to Morgan Stanley, and that Morgan Stanley shall have no independent duty to verify their authority to make such investments. The Plan Sponsor, Trustee(s) and Other Named Fiduciary(ies), as applicable, also hereby acknowledge that (1) certain investments are, and are not, permissible due to applicable law, regulations or other restrictions applicable to Morgan Stanley including, but not limited to, its internal operational procedures, and (2) as a condition of making a prototype retirement plan document available to the Plan Sponsor, we may limit the types of property in which the assets of the Plan may be invested, and shall act as custodian only with respect to investments which meet such reasonable requirements as we may adopt from time to time.

## **4. Successor Trustees**

Completion of this Section 4 is optional, but we highly recommend that Plan Sponsors (especially sole proprietors) consider filling this section out in order to avoid problems in the event the Plan Sponsor and named Trustees are no longer able or are simply no longer around to give us direction with respect to the disposition of the Account.

If all of the named Trustees are removed, resign, die, become incapacitated or are otherwise unable to continue to serve as Trustees of the Plan, and there is no longer a Plan Sponsor, the individuals/entities named below are hereby appointed to act as Successor Trustee(s) of the Plan pursuant to and in accordance with the Morgan Stanley prototype retirement plan document (if there are more than three Successor Trustees, provide their names and information (the same as requested below) on a separate sheet). **All Successor Trustees must be listed and sign Section 13, below.**

## SUCCESSOR TRUSTEE I

PRIMARY CONTACT

NAME OF PLAN TRUSTEE

TRUSTEE'S TAXPAYER IDENTIFICATION NUMBER ("TIN")

ADDRESS, CITY, STATE AND ZIP

TELEPHONE NUMBER

EMAIL ADDRESS

*If Trustee is an individual, please also provide:*

DATE OF BIRTH (MM/DD/YYYY)

SOCIAL SECURITY NUMBER

## SUCCESSOR TRUSTEE II

PRIMARY CONTACT

NAME OF PLAN TRUSTEE

TRUSTEE'S TAXPAYER IDENTIFICATION NUMBER ("TIN")

ADDRESS, CITY, STATE AND ZIP

TELEPHONE NUMBER

EMAIL ADDRESS

*If Trustee is an individual, please also provide:*

DATE OF BIRTH (MM/DD/YYYY)

SOCIAL SECURITY NUMBER

## SUCCESSOR TRUSTEE III

PRIMARY CONTACT

NAME OF PLAN TRUSTEE

TRUSTEE'S TAXPAYER IDENTIFICATION NUMBER ("TIN")

ADDRESS, CITY, STATE AND ZIP

TELEPHONE NUMBER

EMAIL ADDRESS

*If Trustee is an individual, please also provide:*

DATE OF BIRTH (MM/DD/YYYY)

SOCIAL SECURITY NUMBER

## 5. Third-Party Administrator ("TPA")

Please note that under the terms of the Morgan Stanley prototype retirement plan document, the Employer/Plan Sponsor is the Plan Administrator unless it designates another entity. If a TPA has been appointed to perform the responsibilities of the Plan Administrator (e.g., a recordkeeper, consultant or accountant), please insert information with respect to this party below.

COMPANY NAME

PRIMARY CONTACT

ADDRESS

TELEPHONE NUMBER

ADDRESS

EMAIL ADDRESS

## 6. Automatic Cash Sweep

The Plan Account does not have an automatic cash sweep feature. However, for all other Accounts, the Bank Deposit Program will be the default sweep investment unless the person responsible for investing the account is eligible to and does in fact choose another sweep investment or is otherwise ineligible to participate in the Bank Deposit Program. The Bank Deposit Program is described below in Section 10(E) (entitled "Sweep"), as well as in the Summary of the Bank Deposit Program (included above) and the more detailed Bank Deposit Program Disclosure that can be found at <http://morganstanley.com/wealth/services/bankdepositprogram.asp>.

## 7. Account Linking Service/Electronic Delivery

To minimize the number of separate mailings you receive, Morgan Stanley offers an automatic Account Linking Service. The Account Linking Service allows you to receive multiple account statements and other important information together in a single envelope, in a consolidated format with a summary page showing the account value of each account. Accounts that have the same mailing address, branch and Morgan Stanley Financial Advisor or Private Wealth Advisor, and Social Security Number(s)/Tax Identification Number(s) will be subject to the automatic Account Linking Service. Annual Summary Statements may not be linked. There is no charge for this service. ***If you do not wish to take advantage of the automatic Account Linking Service and want to opt-out of that service, please contact your Morgan Stanley Financial Advisor or Private Wealth Advisor.***

You may request to add accounts to an account linked group for accounts that have different Social Security Number(s)/Tax Identification Number(s), provided all other eligibility rules have been met. If you link your accounts with separate account(s) owned by others, however, your personal and financial information will be provided to such other account owners by virtue of being consolidated in a single envelope.

After an account has been identified as eligible for automatic Account Linking, but before the link is active, you will see a message on your monthly account statement advising you that these new accounts will be added to an Account Link group during the following statement cycle. Upon receipt of your next monthly account statement, your eligible accounts will be consolidated into a single envelope through our Account Linking Service. With Account Linking, your consolidated statements all arrive at the same time and can be accessed online through a single Morgan Stanley Online sign-on. Account Linking also allows the addressee designated as the primary account holder, and anyone to whom the primary account holder has delegated access, to have access to view all linked accounts online on Morgan Stanley Online. For information about our client website, and online services such as eDelivery of your statement, go to <http://www.morganstanley.com/online>.

- ☐ **Check this box if you would like to enroll in Electronic Delivery (as further described below and in Section 10(B) of this Agreement) and agree to be bound by the terms and conditions thereof.**

As a client enrolled in Electronic Delivery you will receive electronic notifications that documents are available for review in lieu of physical copies. These notifications will be sent to the email address that you have provided below. At your first log-in to [www.morganstanley.com/online](http://www.morganstanley.com/online) there will be a verification process for this email address which must be completed before Electronic Delivery can commence. Any accounts you open in the future will also be enrolled for eDelivery.

**Please send all eDelivery notifications to the following email address:**

---

EMAIL

## 8. Disclosure of Your Name to Issuers of Securities

THIS ELECTION APPLIES TO THE PLAN ACCOUNT ONLY: SEC rules require us to disclose to an issuer, upon the issuer's request, your name, address and the number of shares of the issuer's securities that we hold for you in "street" name, unless you have objected to such disclosure. The issuer is permitted to use this information for shareholder communications only.

- ☐ **If you object to us providing this information to issuers, please check this box.**

## 9. USA Patriot<sup>1</sup> Act Notice

**Important information about procedures for opening a new account or establishing a new relationship:** To help the government fight the funding of terrorism and money laundering activities, federal law requires all U.S. financial institutions to obtain, verify, and record information that identifies each individual or institution that opens an account or establishes a customer relationship with Morgan Stanley.

**What this means for you:** When you enter into a new customer relationship with Morgan Stanley, we will ask for your name, address, date of birth (as applicable), and other identification information. This information will be used to verify your identity. As appropriate, Morgan Stanley may, at our discretion, ask for additional documentation or information. If all required documentation or information is not provided, Morgan Stanley may not be able to open an account or maintain a relationship with you.

<sup>1</sup> The Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Pub.L.No. 107-56 (2001).

## 10. Trustee/Other Named Fiduciary/Plan Sponsor Agreement

In consideration of Morgan Stanley opening, maintaining or servicing the Account on your behalf, it is agreed that the terms and conditions of this Agreement apply to the Account (including, as described above, the Plan Account and any subaccounts opened thereunder, now or in the future).

The provisions of this Agreement shall be continuous. Your heirs, executors, administrators, assigns or successors will also be bound by the terms of this Agreement, as will any successor organization or assign of Morgan Stanley. Except for the statute of limitations applicable to claims or as preempted by ERISA, this Agreement is governed by the laws of the State of New York, without giving effect to principles of the conflict of laws. If any provision of this Agreement becomes inconsistent with any applicable current or future law, rule or regulation, that provision will be deemed changed to conform to the law. However, all other provisions will remain in effect. If any provision of this Agreement is determined by competent authority to be prohibited or unenforceable in any jurisdiction, that provision shall be deemed ineffective in that jurisdiction without invalidating the rest of this Agreement, nor rendering such provision invalid or unenforceable in any other jurisdiction.

Unless otherwise required by applicable law, and except as set forth in this Agreement or in other disclosures provided to you, neither we nor any other entity performing services in connection with this Agreement will be liable for consequential, special or indirect damages or losses. This Agreement does not confer any rights on any third parties.

You agree that our failure to insist at any time upon strict compliance with any term of this Agreement, or any delay or failure on our part to exercise any power or right given to us in this Agreement, or a continued course of such conduct on our part shall at no time operate as a waiver of such power or right, nor shall any single or partial exercise preclude any other further exercise. All rights and remedies given to us in this Agreement are cumulative and not exclusive of any other rights or remedies which we otherwise have.

Morgan Stanley may amend, supplement, modify or rescind any and all provisions of this Agreement, and, unless they are adverse to you or notice is required either by the provisions of applicable law or other governing agreements applicable to your Account, such changes will take effect without notice to you. If, however, such changes are adverse to you, we will provide you with notice in accordance with applicable regulations before such changes take effect. Subject to the requirements of applicable law, Morgan Stanley may sell, transfer or assign this Agreement, in whole or in part, at any time with or without notice to you. You may not sell, assign or transfer any of your obligations under this Agreement without the express written consent of Morgan Stanley.

We may, with or without notice to you, decline to offer you certain services or cancel existing services available under this Agreement at our sole discretion consistent with the requirements of applicable law and other governing agreements applicable to your Account.

You consent to the electronic recording, at Morgan Stanley's discretion, of any or all telephone conversations with Morgan Stanley (without an automatic tone warning device), the use of same as evidence by either party in any action or proceeding arising out of this Agreement, and, Morgan Stanley's erasure, at its discretion, of any recording as part of its regular procedure for the handling of recordings.

You acknowledge that all agreements hereunder may be executed in counter parts. Certain features of your Account may be subject to additional applications and agreements that also govern or supplement this Agreement, all of which collectively govern your relationship with Morgan Stanley.

### A. Communicating with You

From time to time, but no less frequently than quarterly, we will send you statements for your Account. We will also send you transaction confirmations as required by law or regulation. We will keep on file for you a mailing address that you provide (including an email address if so provided), and will use the address specified by you or any updated address you provide, to send you written communication by mail or other methods. We will consider any communication delivered to that address as delivered to you personally. You must notify us immediately of any change to your mailing or email address. If Morgan Stanley becomes aware of a change of your mailing address through notification from the U.S. Postal Service, it may update its records accordingly, however, Morgan Stanley has no obligation to you to update your mailing address unless you have personally notified us of the address change.

You acknowledge that the rules of the SEC require that certain communications be sent to you rather than to an agent acting on your behalf. You warrant that the address specified by you is an address where you personally receive communications unless it is the address of a qualified custodian as defined by the SEC.

You acknowledge that if you have provided instructions to link your Account with separate accounts of others, your personal and financial information may be provided to such other account owners by virtue of your Account being linked.

If you have designated another individual to receive your communications from us pursuant to an alternate mail instruction, you agree that the instruction is applicable to all communications (except certain regulatory mandated communications) including but not limited to proxies, prospectuses, confirmations and statements of account. In consideration of Morgan Stanley accepting and acting upon that

instruction, you agree that all such communications shall be deemed for all purposes to have been personally received by you on the date indicated in such communication. You further agree to indemnify and hold harmless Morgan Stanley, its officers, directors and employees from any and all liabilities arising from Morgan Stanley's compliance with these instructions and you hereby specifically waive any claims from your election not to promptly review transactions posted to your Account.

Transactions entered into for your Account shall be confirmed in writing to you where required by applicable law or regulation. You agree that transactions on your statements and confirmations shall conclusively be deemed accurate, binding and authorized by you unless you notify us in writing, within three (3) days of receipt for confirmations and ten (10) days of receipt for statements. Even if you have verbally advised us of any inaccuracy or unauthorized activity, you must send written notice by letter or mail of the believed inaccuracy to the manager of the branch office servicing your Account. Failure to so notify Morgan Stanley in writing will preclude you from asserting at a later date that such transaction was inaccurate or unauthorized.

You understand and agree that the property in your Account may be transferred to the appropriate state if we are unable to contact you by mail or email and no activity has occurred in the Account within the time period specified by state law.

## **B. Electronic Delivery**

If you request electronic delivery, you understand and agree that you are providing blanket authorization to discontinue hard-copy delivery of most documents relating to your Morgan Stanley Account and begin electronic delivery to the email address you provide. Documents include but are not limited to your account statements, trade confirmations (including those accompanied by a prospectus), performance reports, Corporate Action Credit Advices, account documentation (including your agreements and amendments to such), and all documents that may be added to eDelivery in the future, including tax documents (e.g., Forms 1099) and general correspondence (collectively "eDelivery Documents"). When you enroll in eDelivery, you consent to the electronic delivery of all eDelivery Documents and further agree and understand that you will not receive, and we are not obligated to provide, paper copies of such eDelivery Documents.

Your agreement to eDelivery also includes electronic delivery of syndicate offerings materials, including preliminary prospectuses and other documents including pricing terms for equity initial public offerings ("IPOs"), secondary offerings, and follow-ons as well as new issue Structured Investments and new issue Fixed Income Securities ("Syndicate Offerings").

By selecting eDelivery, you are providing your informed and positive consent to receive eDelivery Documents electronically by accessing them on a Morgan Stanley or other third-party website selected by Morgan Stanley after being electronically notified by email that the eDelivery Documents are available for your review. After enrollment, you will receive enrolled eDelivery Documents in electronic form rather than by physical delivery.

You consent that when you select a document by type (e.g., trade confirmations) to be electronically delivered for all of your existing linked accounts, that document type will be electronically delivered for any accounts you may open in the future which are then linked to your existing linked accounts. If you do not select electronic delivery for a document type for all of your accounts, then that document type will not be automatically enrolled for electronic delivery for accounts you may open in the future.

You consent to be notified by email to the address you provide that an eDelivery Document is available on our secure website or a third-party website. The email address that you provide will be used to provide notifications of document availability to you for all selected accounts and document types for your Morgan Stanley external website username.

If at any time we are unable to deliver email notifications to your email address, you understand that:

- We will notify you by regular mail.
- Depending on the reason for the delivery failure, we may immediately suspend eDelivery for the accounts and documents enrolled under your username/email address, resulting in physical delivery of eDelivery documents until such time that you revalidate your email address. **Suspended accounts may not be able to participate in some Syndicate Offerings, which require electronic delivery of preliminary prospectuses.**

You understand that certain risks are associated with the transmission of confidential information, electronic delivery notifications, and other communications through the Internet including but not limited to unauthorized access, systems outages, delays, disruptions in telecommunications services and the Internet. Email is not private or secure. The electronic delivery notices sent to you by email are not encrypted. Although such electronic delivery notices are not intended to contain personally identifiable information, they may contain in their design part or all of your name or another identifier that could be seen or intercepted by others if delivered to your business email address or other computers or electronic devices not exclusively under your control. You understand and agree that you will not respond

to the electronic delivery notice by return email, or use it to request information, service, paper copies or other items or to revoke consent. Morgan Stanley will not be responsible to act upon requests made in this manner.

Although electronic documents are provided without charge, you understand that other online subscription or access fees by internet service providers may apply. You must maintain the ability to access and open electronic documents. There are minimum computer hardware and software requirements necessary to receive and view your electronic documents, including, but not limited to, an internet connection and internet browsing software. You may request a paper copy of any document delivered through eDelivery but you may incur a charge for that copy. Morgan Stanley will maintain an electronically accessible archive of your eDelivery documents on our secure client website for 7 years after document publication. If you wish to retain eDelivery documents for a longer period of time, you are responsible for archiving beyond 7 years. You agree that, notwithstanding a request for electronic delivery of eDelivery Documents, we may in our sole discretion send you copies of documents in hard copy form.

### **C. Transactions**

We may require a deposit or a full payment before we accept an order from you. Without limiting the foregoing, you agree that if your Account does not have sufficient Spending Power available to complete a transaction, you may be required to promptly deposit the necessary funds to your Account. You understand that "Spending Power" in your Account refers to the TOTAL of:

- Your free credit balances (uninvested cash);
- Your Designated Sweep Investment balance; and
- Your available margin credit.

MINUS:

- Any uncleared funds, account fees and other debit amounts owed to Morgan Stanley; and
- Any cushion or minimum deposit amount imposed by or through Morgan Stanley for any reason.

In general, debits arising from securities transactions are satisfied from your Account in the order set forth above. You understand that your Spending Power may fluctuate on a daily basis and is dependent on factors, including, but not limited to, the time required to collect checks deposited in your Account, the market value of securities in your Account, the timing and status of securities transactions, and the time required to confirm transactions and data between financial institutions. You further agree that Morgan Stanley may determine, and may adjust, your Spending Power in its sole discretion.

All transactions entered into under this Agreement shall be subject to any applicable constitution, rules, regulations, customs and usages of the exchange or market and its clearinghouse, if any, where such transactions are executed by Morgan Stanley or its agents and to all applicable laws, rules and regulations of governmental authorities and self-regulatory agencies. Such reference to the "constitution, rules, regulations, customs and usages of the exchange" shall in no way be construed to create a cause of action arising from any violation of such constitution, rules, regulations, customs and usages.

In the event of a dispute between parties with conflicting claims as to the ownership of your Account, we may refuse to accept instructions for transactions in the Account other than joint instructions and we may freeze the assets in the Account to prevent withdrawals or distributions.

If you have received payment of funds or securities to which you were not entitled or to which you are subsequently not entitled ("erroneous payment"), you agree to notify us as soon as you learn of such erroneous payment and you further agree not to remove any such erroneous payment from the Account, and to return the entire erroneous payment to us. You agree that you are required to return the full amount of the payment to us, notwithstanding any oral representations to the contrary made by any of our personnel.

Additionally, if you fail to return the erroneous payment, we shall have the right to remove an amount equal to the payment from your Account and to liquidate, at our sole discretion, your assets held by us to satisfy your obligations to return any such erroneous payment.

If we cannot remove the erroneous payment from your account and you fail to return the full amount of the erroneous payment to us, you will become liable to us not only for the amount of the erroneous payment but also for any interest and expenses (including reasonable attorney's fees) associated with the recovery of the erroneous payment.

When you instruct us to sell "long" securities, you must own the securities when you place the order. You also agree to make good delivery of the securities you are selling by settlement day. You agree that if you instruct us to sell a security that we designate as a "long" sale, and we are unable to deliver the security to the purchaser as a result of your failure to provide the security to us, you acknowledge that we are required by law to purchase (i.e., "buy-in") or borrow a security of like kind and quantity. You agree to be responsible for any loss which we may sustain through a buy-in or borrowing including any premiums, interest or other costs which we may be required to pay as a result of such buy-in or borrowing or the inability to make a buy-in or borrowing.

VIP DB ACCOUNT APPLICATION  
(10/2014)



You agree to designate a sell order as a “short sale” if, at the time you place the order, you either do not own the security being sold or are unable to deliver the security in a timely manner. You agree that short-sale transactions are subject to certain regulatory rules and cannot be executed under certain market conditions. In addition, depending on market conditions, we cannot guarantee that shares will be available to facilitate a short sale. You agree that Morgan Stanley may, at our discretion and without notice to you, buy-in securities to cover any short security position in your Account. If you are unable to cover a short security position, either through delivery of the securities or through our buying in of the security in enough time so that we can deliver the security to the lender, you agree to reimburse us for any loss we may sustain as a result of your failure to deliver the security.

#### **D. Restrictions and Account Termination**

You agree that we may in our sole discretion and without notice to you, to the extent permissible under applicable law and other governing documents applicable to your Account, decline, cancel or reverse your orders or instructions, or place trading, disbursement and other restrictions on any of your accounts. We may hold assets in any of your accounts if it is necessary to comply with governmental requests or to protect either your or our interests. The provisions of this Agreement will continue to apply to accounts that have been closed.

You agree that we may also in our sole discretion and without notice to you, to the extent permissible under applicable law and other governing documents applicable to your Account, terminate or otherwise restrict any or all services rendered under this Agreement at any time and for any reason. We may determine in our sole discretion to close any of your accounts or resign as custodian with respect to an account (to the degree applicable). We may also require that certain documentation be completed according to our specifications and returned to us within a certain period of time. Specifically, failure to return this Agreement and the Plan’s Morgan Stanley prototype retirement plan Adoption Agreement within 150 days of establishing the Plan Account will result in our closure of the Plan Account and resignation as Custodian and Prototype Sponsor for the Plan, including any subaccounts established on behalf of your Plan. You may at any time close any of your accounts by giving Morgan Stanley notice. When you instruct us to close an account, we may immediately cancel all open orders and terminate all services provided to the account, including, without limitation, your ability to write checks or utilize other cash management privileges. You understand that we may at our option require you to return all unused checks to us, or to destroy them. We may hold your funds or securities until you have returned all unused checks to us, or you have notified us in writing that all unused checks have been destroyed.

Upon the closing of your account(s) (whether closed at your instruction or at our discretion), you shall bear the sole liability for any depreciation in the value of priced securities in the account due to market movement. Following closing of your account(s), you agree to instruct us with respect to the disposition of assets remaining in your account(s). If, after a reasonable period of time we have not received your instructions regarding the disposition of the assets remaining in your account(s), we may, but are not obligated to, liquidate the assets remaining in your account and mail a check to you at the last known address we have on record for you. You understand and agree that we may liquidate the assets remaining in your account(s) regardless of current market conditions. The proceeds of any liquidated assets will not earn interest. These actions may cause the recognition of taxable income or the reporting of losses for tax purposes. You acknowledge that you, and not Morgan Stanley, are responsible for any losses, fees, costs or charges that may be incurred as a result of liquidating the assets remaining in your account(s) under such circumstances. Your account(s) will be closed after all the assets remaining have been transferred from your account(s) or liquidated and the proceeds paid to the appropriate party. You understand and agree that until your Account is closed, we may charge any applicable fees to your Account.

You understand and agree that closing an account or terminating or restricting services will not affect your obligations incurred in connection with the account, including the obligation to pay for securities transactions, checks or other charges. This Agreement will continue to govern matters relating to your Account that arose before your Account was closed or that may arise after the closing of your Account.

If, after your Account has been closed, we receive any dividends, interest or other payments with respect to assets previously held in your Account, we will transfer such payments to you based on instructions you have provided us. If you have not provided us with instructions, we may liquidate any such securities and payments so received and mail a check to you at the last known address we have on record. You agree that we may charge any applicable fees resulting from our receipt of such dividends, interest or other payments.

#### **E. Sweep**

You acknowledge and agree that, if your Account is eligible, we are authorized without further direction from you to automatically deposit or “sweep” all the free credit balances in your Account into one or more FDIC insured depository institutions (“Sweep Banks”) affiliated with us as more particularly set forth in the Bank Deposit Program Disclosure Statement, which is available at [www.morganstanley.com/wealth/services/bankdepositprogram.asp](http://www.morganstanley.com/wealth/services/bankdepositprogram.asp) and will be sent to you upon your first deposit in the Program, and by which you agree to be bound. You acknowledge and understand that we may amend the list of Sweep Banks at any time with 30 days written notice to you. You may eliminate such banks from the Bank Deposit Program as permitted in the Bank Deposit Program Disclosure Statement.



You acknowledge (i) that you are responsible to monitor the total amount of deposits you have at each Sweep Bank in order to determine the extent of FDIC insurance coverage available to you, and (ii) that Morgan Stanley is not responsible for any insured or uninsured portion of your deposits at any of the Sweep Banks.

You understand and agree that, if you qualify and your account is eligible, you may choose to sweep free credit balances into an affiliated taxable or tax-exempt money market fund (to the extent available) instead of a Sweep Bank account. If you so instruct us, we are authorized, without any further direction from you, to invest any eligible free credit balance in any of your accounts in the taxable or tax-exempt money market fund you have chosen.

You acknowledge and agree that if you are not eligible to or you do not select a designated sweep investment and are otherwise eligible, the Bank Deposit Program will be your designated sweep investment by default. You further acknowledge and agree that the rate of return on the Bank Deposit Program may be higher or lower than the rate of return available on other available sweep investments. You agree that Morgan Stanley is not responsible to you if the Bank Deposit Program has a lower rate of return than the other available sweep investments or causes any tax consequences resulting from your investment in the Bank Deposit Program by default.

You understand that some, though not all, sweep investments may have a minimum initial investment and/or BDP Pricing Group value to activate the sweep. You agree that Morgan Stanley may impose its own minimum investment requirement to activate certain sweep investments. You agree that until such time as you meet the minimum initial investment, and/or BDP Pricing Group value, if applicable, your free credit balances will remain uninvested or will be invested in the default sweep investment. You further acknowledge that Morgan Stanley may with 30 days written notice (i) make changes to these sweep terms; (ii) make changes to the terms and conditions of any available sweep investment; (iii) change, add or delete the products available as a sweep option; (iv) transfer your sweep investment from one sweep product to another.

Without limiting the language set forth below, you hereby authorize Morgan Stanley to automatically liquidate any money market fund shares or withdraw any Bank Deposit Program balances available in your account(s) from time to time to cover any of your indebtedness or obligations to Morgan Stanley including non-trade related debts, such as but not limited to checks you have written. You acknowledge that Morgan Stanley is further authorized to liquidate any other property held in your account(s) to satisfy any such indebtedness or obligations whenever in Morgan Stanley's discretion Morgan Stanley considers it necessary for Morgan Stanley's protection and consistent with the requirements of applicable law. You agree that if you change your designated sweep investment, Morgan Stanley may sell your shares in, or withdraw your funds from, your current designated sweep investment and (as applicable) purchase shares or deposit funds in your new designated sweep investment. You understand that there may be a delay between the time you sell your shares or withdraw funds from your current designated sweep investment and the time you purchase shares or deposit funds in your new designated sweep investment and you may not earn interest or dividends during the time your funds are not invested.

As set forth in the Bank Deposit Program Disclosure Statement, you understand and agree that Morgan Stanley or its affiliates may earn additional compensation through the investment of your account(s) in the sweep vehicles as noted above.

#### **F. Float and Sweep Investments; Payment for Order Flow and ECNs and ATSS Float and Sweep Investments**

Morgan Stanley may retain, as compensation for the performance of services, your Account's proportionate share of any interest earned on aggregate cash balances held by Morgan Stanley with respect to "assets awaiting investment or other processing." This amount, known as "float," is earned by us through investment in a number of short-term investment products and strategies, with the amount of such earnings retained by us, due to the short-term nature of the investments, being generally at the prevailing Federal Funds interest rate (a publicly available average rate of all Federal Funds transactions entered into by traders in the Federal Funds market on a given date). "Assets awaiting investment or other processing" for these purposes includes, to the degree applicable: (i) new deposits to the Account, including interest and dividends; (ii) any uninvested assets held by the Account caused by an instruction to purchase or sell securities (which may, after the period described below, be automatically swept into a sweep vehicle); (iii) assets held in the Plan Account (where applicable); and (iv) withdrawals from the Account, to the degree check writing privileges may be offered to the Plan. With respect to assets awaiting investment or other processing: (i) where such assets are received by Morgan Stanley on a day generally on which the New York Stock Exchange and/or the Federal Reserve Banks are open ("Business Day"), float shall be earned by us through the end of that Business Day (known as the "Sweep Date"), with the client credited interest/dividends in such funds as of the next Business Day following the Sweep Date; or (ii) where such assets are received on a Business Day that is not followed by another Business Day, or on a day which is not a Business Day, float shall be earned by us through the end of the next Business Day. Delays in providing investment instruction would result in increased compensation in the form of float. Where Morgan Stanley facilitates a distribution from the Account, Morgan Stanley earns float on money set aside for payment of outstanding but uncashed checks,

generally from the date on the face of the checks until the date that either the recipient cashes the check or the check is cancelled and the underlying funds are returned to the Account.

For example: If \$10,000 is deposited into a Morgan Stanley Account and those funds are awaiting investment (i.e., the funds are not swept into the Morgan Stanley Bank Deposit Program, a money market fund or otherwise invested), Morgan Stanley may earn interest or “float” on the funds at the prevailing Federal Funds interest rate (as further described above). Assuming the Federal Funds interest rate is 0.18%, Morgan Stanley would earn 5 cents per day ( $\$10,000 \times 0.18\% / 360 = .05$ ). Please note, however, that uninvested cash typically does not await sweep for more than one day and Morgan Stanley does not invest, and therefore does not earn interest on, all uninvested client cash.

### **Payment for Order Flow and Use of Electronic Communication Networks and Alternative Trading Systems**

Morgan Stanley is committed to providing the best execution for customer orders. In furtherance of this commitment, Morgan Stanley considers several factors, including price, the available liquidity pool, execution speed, transaction costs, service and opportunities for price improvement in determining where to route customer orders for execution.

Industry regulations require that we disclose whether we receive compensation for directing client orders for execution to various dealers, national securities exchanges, alternative trading systems (“ATSs”), including electronic communications networks (“ECNs”), and other market centers. This compensation is commonly referred to as “payment for order flow.”

Morgan Stanley routes customer equity orders to market centers, including Morgan Stanley & Co. LLC (“Morgan Stanley & Co.”), which is an affiliate of Morgan Stanley. Morgan Stanley & Co. routes customer equity orders to national securities exchanges, ATSs, including ECNs, and other market centers. Certain market centers offer cash credits for orders that provide liquidity to their books and charge explicit fees for orders that extract liquidity from their books. From time to time, the amount of credits that Morgan Stanley & Co. receives from one or more such market centers may exceed the amount Morgan Stanley & Co. is charged. Morgan Stanley may also receive the benefit of these credits and such payments constitute payment for order flow.

Morgan Stanley & Co. participates in Exchange-sponsored listed option payment for order flow programs and accepts payment for order flow for certain listed option orders. In the course of providing liquidity, Morgan Stanley & Co. may preference certain option orders to Morgan Stanley & Co.’s options market maker, or third party market makers for execution.

Morgan Stanley and/or its affiliates have ownership interests in and/or Board seats on ECNs or other ATSs. In certain instances, Morgan Stanley and/or its affiliates may be deemed to control one or more of such ECNs or ATSs based on the level of such ownership interests and whether Morgan Stanley and/or its affiliates are represented on the Board of such ECNs or ATSs. Morgan Stanley and/or its affiliates may from time to time, directly or indirectly, effect client trades through ECNs or other ATSs in which Morgan Stanley and/or its affiliates have or may acquire an interest or Board seat, and Morgan Stanley and/or its affiliates may thereby receive an indirect economic benefit based upon their ownership in the ECNs or other ATSs. Morgan Stanley and/or its affiliates will, directly or indirectly, execute through an ECN or other ATS in which it has an interest only in situations where Morgan Stanley and/or its affiliates, or the broker-dealer through whom they are accessing the ECN or ATS, reasonably believes such transaction will be in the best interest of its clients and the requirements of applicable law have been satisfied.

As noted above, Morgan Stanley, subject at all times to its obligations to obtain best execution for its customers’ orders, will route certain customer order flow to Morgan Stanley & Co. Furthermore, currently, Morgan Stanley and/or its affiliates own over 5% of the voting securities of certain ECNs or ATSs, including: (i) BATS Global Markets, Inc. (commonly referred to as “BATS”); (ii) BIDS Holdings LLC (commonly referred to as “BIDS”); (iii) MTS Portugal; (iv) iSWAP; (v) The MuniCenter; (vi) BOX Options Exchange LLC; (vii) OTC DerivNet; and (viii) TradeWeb.

You understand and acknowledge that Morgan Stanley may effect trades on behalf of client accounts through ECNs, ATSs and similar execution systems and trading venues (collectively, “Trading Systems”), including Trading Systems in which Morgan Stanley and/or its affiliates may have a direct or indirect ownership interest. In addition, you understand and agree that, subject at all times to its obligations to obtain best execution for its customers’ orders, Morgan Stanley will route certain customer order flow to its affiliates, and that, currently, Morgan Stanley and/or its affiliates own over 5% of the voting securities of certain ECNs or ATSs as listed above. The ECNs and ATSs on which Morgan Stanley trades for client accounts and in which Morgan Stanley and/or its affiliates own interests may change from time to time. You may contact Morgan Stanley for an up-to-date list of ECNs and ATSs in which Morgan Stanley and/or its affiliates own interests. You hereby authorize Morgan Stanley to effect trades on behalf of your account(s) through all such Trading Systems, affiliated and unaffiliated, and all such other Trading Systems through which Morgan Stanley may determine to trade in the future. You further acknowledge that the Agreement shall constitute the requisite authorization and notice of Morgan Stanley’s intent to trade through all such Trading Systems, pursuant to section 408(b)(16) of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”) and/or section 4975(d)(19) of the Internal Revenue Code of 1986, as amended (“Code”).

Notwithstanding the foregoing, Morgan Stanley regularly and rigorously monitors the quality of the executions provided by all market centers to which customer orders are routed to ensure those market centers are providing the best execution reasonably available under the circumstances. Additional information regarding these disclosures will be provided upon written request and certain order routing information is available online at [www.morganstanley.com/wealth/investmentsolutions/disclosures.asp](http://www.morganstanley.com/wealth/investmentsolutions/disclosures.asp).

#### **G. Costs and Debt You May Incur**

As security for the payment of any amounts owed to us or our affiliates by you under this Agreement or otherwise, you grant to us a first priority continuing security interest in and lien on, and a right of setoff with respect to, all property that is, now or in the future, held, carried or maintained for any purpose in or through this or any other account with us that you maintain or have an interest in, whether owned individually, jointly or in the name of another person or entity. IRAs, any qualified retirement or welfare benefit plan account, any Education Savings Account, or any other account holding assets of a “plan” as defined in section 4975 of the Code (collectively, “Retirement and Education Savings Accounts”), containing property are not subject to a security interest, lien or right of setoff for debts owed us in your other accounts, but remain subject to legal remedies for debts and obligations owed in relation to the accounts themselves. You agree that we may elect, at any time, with or without notice, to make any debit balance or other obligation related to your Account immediately due and payable. You further agree that we may at our discretion hold such property until your debts or obligations to us are fully satisfied, or we may apply such property and the proceeds of its liquidation toward the satisfaction of your debts and obligations. You understand that you will remain liable to Morgan Stanley for any deficiency. In enforcing our security interest, you agree that we have the discretion to determine which property is to be sold and the order in which it is to be sold. We also have all the rights and remedies available to us as a secured party under the New York Uniform Commercial Code. You agree that you will not cause or allow any of the collateral held in your Account, whether now owned or hereafter acquired, to be or become subject to any liens, security interests, mortgages or encumbrances of any nature other than our security interest without our prior written consent.

As used in this Agreement, “property” includes, but is not limited to, investment property, securities accounts, commodities accounts, securities of all kinds, securities entitlements, money, savings deposits, certificates of deposit, bankers’ acceptances, commercial paper, options, commodities and contracts for future delivery of commodities or relating to commodities, securities, or securities entitlements, and the distributions, proceeds, products and accessions of any of the above, including proceeds of proceeds. All property held in a securities account shall be treated as a financial asset under Article 8 of the New York Uniform Commercial Code.

Whenever it is necessary for our protection to satisfy any amounts owed to us by you (including, without limitation, the filing by, on behalf of, or against you of a petition or other proceeding under any applicable bankruptcy or insolvency laws), we may—but are not required to—sell, assign and deliver all or any part of the securities and other property held in your Account, or close any or all transactions in your Account. You agree to be responsible for all costs and commissions related to such liquidations. In addition, you agree that we shall be entitled to apply any dividends, capital gains payments, interest payments or other incoming funds, such as funds that would otherwise be invested through the Dividend Reinvestment Program, to cover fees or other indebtedness to us.

To the extent separately charged (as opposed to being included in any Managed Account fee), you agree that brokerage charges will be assessed against your Account and will be provided to you through securities transaction confirms. You agree to pay any account fees and other charges related to your Account(s) with us, and authorize us to automatically debit such fees from your Account(s) if such fees and charges are not paid on a timely basis pursuant to an agreement with us. You agree to promptly pay any deficiency that might arise in your Account(s). You also agree that we may apply and you will pay a finance charge on any debit balance in your cash Account(s). You understand and agree that we reserve the right to add or change account and service fees and charges which apply to your Account(s).

#### **H. Credit Verification and Reporting**

Morgan Stanley at its sole discretion may inquire from any source, including a consumer reporting agency, as to your identity, creditworthiness and ongoing eligibility for the Account(s) upon the opening thereof and at any time thereafter. You authorize us to obtain copies of your consumer and credit reports at our discretion, at any time, for reasons including, but not limited to, the following:

- To collect a debit balance in your Account;
- To investigate, detect and prevent fraud involving you, or your Account;
- To help us evaluate whether to grant, extend or modify the terms and conditions of any margin credit you have applied for or received; or
- If a deposit of funds or securities to your Account is returned.

You authorize us to share this information with others in the normal course of business. You have the right to request the name and address of any consumer reporting agency that furnished reports to us.

You understand that we may report any past due amount to a consumer or securities credit reporting agency. We may also refer your Account to a collection agency and you agree that you will be responsible for any costs, fees or other expenses we incur as a result of such referral.

### **I. Client Qualifications**

By signing this Agreement, you represent that you are of the age of majority and are qualified to open account(s) with Morgan Stanley.

Unless you advise us in writing to the contrary, you also represent that neither you nor any member of your immediate family is an employee of any exchange, or of any corporation of which an exchange owns a majority of the capital stock, or a member of any exchange or of any corporation, firm or individual engaged in the business of dealing, either as a broker or as principal, in securities, bills of exchange, acceptances or other forms of commercial paper. You understand that you may be required, and agree if so requested by us, to provide us with a letter of approval from the employer if either you or an immediate family member is so employed.

You are aware that various federal and state laws or regulations may be applicable to transactions in your Account regarding the resale, transfer, delivery or negotiation of securities, including the Securities Act and Rules 144, 144A, 145 and 701 thereunder, and the Securities Exchange Act. You agree that it is your responsibility to notify Morgan Stanley of the status of such securities and to ensure that any transaction you effect with Morgan Stanley will be in conformity with such laws and regulations. You will notify Morgan Stanley if you are or become an "affiliate" or a "control person" within the meaning of the Securities Act, or a "reporting person" under Section 16 of the Securities Exchange Act with respect to any security held in your Account. You will comply with such policies, procedures and documentation requirements with respect to "restricted" and "control" securities as we may require. You acknowledge that if you are an employee or "affiliate" of the issuer of a security, any transaction in such security may be governed by the issuer's insider trading policy and you agree to comply with such policy. You will also notify Morgan Stanley if you are or become (i) a director, partner or employee of a registered broker-dealer, a securities exchange or an entity controlled by a securities exchange or a registered securities association or (ii) a portfolio manager for a bank, savings and loan institution, insurance company, investment company, investment advisor or collective investment account. In order to induce Morgan Stanley to accept orders with respect to securities in your Account, you represent and agree that, unless you notify Morgan Stanley otherwise, such securities or transactions therein are not subject to the laws and regulations regarding "restricted" and "control" securities, or those governing securities trading of persons affiliated with financial service firms. You understand that if you engage in transactions that are subject to any special conditions under applicable law, the transactions may be canceled or delayed pending fulfillment of the conditions.

You further represent that neither you nor any other person who has an ownership interest in or authority over this Account knowingly owns, operates or is associated with a business that uses, at least in part, the Internet to receive or send information that could be used in placing, receiving or otherwise knowingly transmitting a bet or wager.

### **J. Losses Due to Extraordinary Events**

You agree that we are not liable for loss caused directly or indirectly by government restrictions, exchange or market rulings, suspension of trading, interruptions of communications or data processing, war, terrorist acts, strikes, acts of God or other conditions beyond Morgan Stanley's control.

### **K. Cash Management Services**

You understand and agree that if you intend to utilize check writing or Electronic Funds Transfer ("EFT") privileges offered in connection with your Account, to the degree permitted by your account type, we are authorized to debit your Account immediately whenever a check or electronic or paper draft is presented for payment on your behalf, when an EFT transaction is effected, or when any fee or charge is due (collectively "Payments"). You agree to maintain Spending Power (as defined in Section 10(C) herein), sufficient to pay for (i) checks written by you or any Authorized Check Signers, (ii) EFT transactions made by you or any other individuals authorized by you to effect such transactions, (iii) any securities trades, and (iv) standard fees for interest on any margin loans and other transaction fees.

In general, debits arising from check writing, EFT transactions, as well as any other withdrawals and account fees are satisfied from your Account in the order set forth in this Agreement (in particular, Sections 10(C) and 12(F)). You understand that your Spending Power may fluctuate on a daily basis and is dependent on factors, including, but not limited to, the time required to collect checks deposited in your Account, the market value of securities in your Account, the timing and status of securities transactions, and the time required to confirm transactions and data between financial institutions. You further agree that Morgan Stanley may determine, and may adjust, your Spending Power in its sole discretion, and that the loan value of eligible securities for the purpose of margin is subject to regulatory and Morgan Stanley credit policies then in effect.



You understand and agree, however, that if there is insufficient Spending Power in your Account to cover payments when they become due, we have no obligation to make such payments. You also understand and agree that we have no obligation to make partial payments. However, in certain circumstances we may liquidate assets, as further described in Sections 10(C) and 12(F), to cover such payments.

You acknowledge and agree that if there are multiple parties with authority to give us instructions, any one such party may give us instructions regarding these services, and all parties authorize us to comply with any such instructions. You acknowledge that any multiple signature designation by you in or on any checks, resolution, signature card or other account documentation is solely for your convenience and for your own internal control purposes and is not binding on us or our processing bank and you agree that neither we nor our processing bank assumes any responsibility in that regard.

If we receive inconsistent instructions from any parties relating to the check writing privilege or EFT transactions, or other transactions (including instructions regarding cancellation of service or stopping of payment), we may, at our option, honor any one of the instructions, or decline to honor any inconsistent instructions.

You acknowledge and agree that we reserve the right to decline any purchase or cancel your check writing and EFT privileges at any time for any reason with or without notice to you. If we so decide, you understand and agree that you are responsible for any pending debits, which will be processed and deducted immediately from your Account.

Subject to any limitations imposed by applicable law, and except as otherwise set forth in this Agreement or in other disclosures provided to you, you agree that neither Morgan Stanley nor any processing bank will be liable for any loss you incur in connection with your Account, the check writing privilege, EFT transactions, or other Account feature unless we are negligent in fulfilling this Agreement. In no event will we or any processing bank be liable for consequential, special or indirect damages or losses unless applicable law requires otherwise. You also agree that liability regarding online services is further limited by the applicable online services terms and conditions. To the extent you utilize online services you acknowledge that you are bound by those terms and conditions.

You shall protect your checks and any account access security codes ("Security Codes") from access by anyone not authorized by you to use them. You will be liable for all check and online transactions conducted by anyone to whom you have given access or who has obtained access even if not authorized by you up to applicable legal limits. You understand that you are responsible for reviewing your account statement promptly to discover and report unauthorized activity, including use of your checks. You must notify Morgan Stanley immediately if you believe or have reason to believe that there has been unauthorized activity in your Account or that your checks have been lost, stolen or may be used by an unauthorized person. We may require that you send written confirmation of the unauthorized activity (or any error) within ten days of oral notification to Morgan Stanley, Debit Card Operations, 1 New York Plaza, 7th Floor, New York, NY 10004. Unless limited by law, or as otherwise set forth in this Agreement or in other disclosures provided to you, you will be responsible for losses that arise from your failure to (a) safeguard your checks and Security Codes and (b) review your monthly statement for possible unauthorized activity and report any unauthorized activity to Morgan Stanley as provided herein. You agree that any termination of your Account will result in the cancellation of the check writing privilege, EFT service and any direct deposit and direct payment processing. If your Account is terminated, you will remain responsible for the payment of charges to your Account, as well as any checks you write and any outstanding EFT transactions, in each case whether arising before or after the termination of your Account. If your Account is terminated or the check writing privilege is cancelled, you agree to immediately cease using the checks and you will promptly destroy, or if requested by us, return all unused checks. You also agree to instruct all initiators of direct deposit and direct payment and transactions, as applicable, to immediately cease all activity.

### **(1) Check Deposits and Check Writing**

You understand and agree that when you deposit a domestic check for credit to your Account, we will place a hold on it and delay crediting such funds to your Spending Power for up to 10 Business Days after the day the check is received. You agree that the hold time is at our discretion. You will receive interest or dividends on such funds even during the hold period. Interest or dividends will be forfeited, however, if your check is returned. You understand and agree that, during the hold period, checks may not be written under the check writing privilege against the funds on hold, nor may such funds be withdrawn. You also agree that, in our discretion, funds represented by the check may be unavailable for settling of securities transactions during the hold period. You acknowledge that we are not obligated to accept cash deposits and may reject any such deposits presented by you.

Your Account may include check writing privileges that provide you with access to the Spending Power available in your Account. You agree that we may provide check writing privileges through third parties that we may designate in our discretion, and that such check writing privileges will be subject to those third parties' rules and applicable state and federal laws.

You understand that canceled checks are not returned, but that your account statement will include information about each check submitted for payment. You agree to review your account statement closely and alert us promptly regarding errors.

You understand and agree that we may, at our discretion, permit you to allow an Authorized Check Signer to have check writing privileges on your Account. If an Authorized Check Signer is permitted, you are responsible for all checks written by such Authorized Check Signer.

You agree that order requests for checks bearing more than one signature line will only be fulfilled by Morgan Stanley for accounts for entities meeting certain eligibility requirements. You understand that our processing bank processes most checks by automated means based on information encoded on the checks, and that neither Morgan Stanley nor our processing bank may physically examine all checks to determine if they are properly signed or completed. You agree that Morgan Stanley and our processing bank may rely on such a process and that it will be deemed an acceptable standard of care on the part of Morgan Stanley and our processing bank's part.

You agree that if you request that a payment be stopped on any check, we cannot guarantee that payment on any such check will in fact be stopped. You understand that, if you request that payment on a check be stopped, such stop payment is effective only for six months and that, after that six month period, you must renew your order to stop payment. You agree that after any order to stop payment ceases to be effective, we may process the check for which payment previously was ordered stopped. You further agree that we will not be liable in any way if your order to stop payment cannot be executed or otherwise completed.

You also agree that we may charge a fee for any request to stop payment on a check as well as other fees associated with the check writing privilege, such as check reorders, copies of cancelled checks, or checks returned for insufficient funds. You may request a schedule of fees by contacting Morgan Stanley.

You understand that you may order additional checks through our vendor or a vendor of your choice. You agree that all checks must conform to Morgan Stanley check specifications, and that we will not be responsible for check processing errors as a result of your use of improper checks that do not conform to Morgan Stanley's check specifications. You also agree that we have no obligation to pay for replacement checks. You also agree to write checks only in U.S. dollar amounts and you understand and agree that checks written in other currencies may be returned and subject to applicable fees.

You understand and agree that we may prohibit your use of checks at our sole discretion, including, without limitation, prohibiting you from using checks to directly or indirectly purchase securities. You also agree that we reserve the right to delay crediting any other Morgan Stanley securities account with the amount of your check deposited until your check has been satisfied from the Spending Power in your Account.

## **(2) Electronic Fund Transfers**

Your Account may be eligible for a variety of Electronic Fund Transfers ("EFTs") that are subject to separate service agreements. These services may include our Funds Transfer Service ("FTS"). In each case, you must agree to the separate terms and conditions governing the particular service you use to initiate EFTs. In addition, you agree that your use of EFTs to receive or transfer funds to or from your Account is subject to the separate EFT disclosures included in the disclosures provided to you or otherwise available online.

## **L. Authorized Representatives**

Each person authorized in this Agreement to act on behalf of the Plan represents and warrants that all instructions given with respect to the Account are within the authorities given by the Plan and agrees to jointly and severally indemnify and hold Morgan Stanley, its representatives and its affiliates harmless from any and all liabilities that may be incurred by virtue of acting on said instructions. Such parties shall be under no obligation to inquire into the purpose of any instruction given including but not limited to the delivery of securities or other property or the payment of money either to an authorized representative of the Plan or any third party and shall not be bound to see to the application or disposition of said securities, other property or money. In the event of the death or removal of an authorized representative, the remaining authorized representatives shall immediately give Morgan Stanley written notice thereof and Morgan Stanley may, before or after receiving such notice, take such proceedings, require such documents, retain such portion of the Account and/or restrict transactions in the Account as Morgan Stanley may deem advisable to protect against any real or perceived liabilities. The Plan shall remain liable to Morgan Stanley for any debt or loss in the Account resulting from transactions initiated prior to Morgan Stanley's receipt of written notice of such death or removal including but not limited to losses or debts resulting from the liquidation of such transactions.

## **M. Accuracy of Account Information/Updates to Account Information**

You agree to provide Morgan Stanley with requested personal and financial information, as well as investment experience, investment time horizon, liquidity needs, investment objectives and risk tolerance. You agree to promptly notify Morgan Stanley of any material changes to those categories of information. You acknowledge and understand that Morgan Stanley will rely on the accuracy of the information you provide. You also acknowledge and understand that Morgan Stanley will rely on your agreement to promptly notify it of any material changes to the information you have provided.

You agree to defend, indemnify and hold us harmless from any threatened or actual claim made by a third party alleging that activity in the Account was inconsistent or in violation of a court order or other preexisting written restriction on the Account.

## 11. Arbitration

This Agreement contains a predispute arbitration clause. By signing an arbitration agreement the parties agree as follows:

- All parties to this Agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.
- Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
- The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
- The arbitrators do not have to explain the reason(s) for their award unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 20 days prior to the first scheduled hearing date.
- The panel of arbitrators may include a minority of arbitrators who were or are affiliated with the securities industry.
- The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.
- The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this Agreement.

The Plan Sponsor, Trustees, Successor Trustees, and Other Named Fiduciaries, as applicable (collectively, the "Signatories"), agree that all claims or controversies, whether such claims or controversies arose prior, on or subsequent to the date hereof, between Signatories and Morgan Stanley and/or any of its present or former officers, directors, or employees concerning or arising from (i) any account maintained by Signatories with Morgan Stanley individually or jointly with others in any capacity; (ii) any transaction involving Morgan Stanley or any predecessor or successor firms by merger, acquisition or other business combination and Signatories, whether or not such transaction occurred in such account or accounts; or (iii) the construction, performance or breach of this or any other agreement between Signatories and us, any duty arising from the business of Morgan Stanley or otherwise, shall be determined by arbitration before, and only before, any self-regulatory organization or exchange of which Morgan Stanley is a member. Signatories may elect which of these arbitration forums shall hear the matter by sending a registered letter or other written communication addressed to Morgan Stanley Smith Barney LLC at 485 Lexington Avenue, 11th Floor, New York, NY 10017, Attn: Legal and Compliance Division. If Signatories fail to make such election before the expiration of five (5) days after receipt of a written request from Morgan Stanley to make such election, Morgan Stanley shall have the right to choose the forum.

No person shall bring a putative or certified class action to arbitration, nor seek to enforce any predispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; (ii) the class is decertified; or (iii) the person is excluded from the class by the court.

Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this Agreement except to the extent stated herein.

The statute of limitations applicable to any claim, whether brought in arbitration or in a court of competent jurisdiction, shall be that which would be applied by the courts in the state in which the Signatory resides or if the Signatory does not reside in the United States, the statute of limitations shall be that which would be applied by the courts in the state where the Morgan Stanley office servicing the account is located.

## 12. Additional Trustee/Other Named Fiduciary/Plan Sponsor Representations And Signatures

Please review the additional representations set forth below, as well as the Fee Schedule and the Allocation of Roles and Responsibilities under Your Retirement Plan document (included above), and sign and date this VIP Account Application and Agreement. By signing this VIP Account Application and Agreement, you, the undersigned Trustee(s), Other Named Fiduciary(ies) (as applicable) and Plan Sponsor agree to be bound by the terms and conditions of the Account described in this Agreement, as amended from time to time. All Trustees and, if so indicated in Section 3, "Other Named Fiduciaries," as well as the Plan Sponsor, must sign this Agreement.

By signing, you as Trustees, Other Named Fiduciaries and Plan Sponsor each represent that:

- A. You have received and reviewed all pertinent Account documentation and agreements. In particular, you acknowledge that:

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- (1) You have received and reviewed the Morgan Stanley Qualified Retirement Plan Disclosure Document (and supporting documentation), which has been provided to you to meet the requirements of Section 408(b)(2) of ERISA and is available at <http://www.morganstanley.com/wealth/ourapproach/qrpda.asp>. This disclosure documentation provides an overview of the services Morgan Stanley offers its qualified retirement plan account holders and details the associated compensation earned by the firm, and is intended to assist you—as a plan fiduciary/sponsor—in assessing the reasonableness of your Plan's contracts or arrangements with us, including the reasonableness of our compensation; and
- (2) You have received and reviewed the Summary of the Bank Deposit Program (included above), and that the Bank Deposit Program Disclosure Statement is available at [www.morganstanley.com/wealth/services/bankdepositprogram.asp](http://www.morganstanley.com/wealth/services/bankdepositprogram.asp).

You acknowledge that, through the execution of this Agreement, you have directed the investment of any uninvested amounts (in whole dollar amounts) held in the Account (other than in the Plan Account) as further described in Section 10(E) above in bank deposits offered by certain affiliated banks through Morgan Stanley's Bank Deposit Program as described in the Summary of the Bank Deposit Program and the BDP Disclosure Statement. You acknowledge that Morgan Stanley and its affiliates may receive financial and other benefits with respect to investments in such deposit accounts, including the Bank Deposit Program, as disclosed in the applicable disclosure statements relating thereto.

Furthermore, if you intend to terminate your Plan, please be advised that under IRS rules you are required to amend your Plan in order to reflect the provisions under which it is operating, and bring it into good faith compliance with currently applicable legal requirements, as of the termination date. Morgan Stanley has a sample "termination kit" which you and your tax and/or legal advisors can use in connection with your efforts to meet these requirements. Please note that Morgan Stanley does not have an obligation to provide a termination kit to you, and unless you request the kit from us, we will under most circumstances have no knowledge of your intention to terminate your Plan (i.e., in various instances, a plan may not be terminating, but the client still wishes to close their accounts with Morgan Stanley, such that we cannot simply assume that the plan is terminating). Please be aware that Morgan Stanley is not a tax or legal advisor, and the amendment provided in the termination kit has not been approved by the IRS. Furthermore, the steps that you need to take in order to terminate your Plan will include other actions (potentially including, but not limited to, participant disclosures, government filings, vesting and distribution/tax reporting). If you are going to use Morgan Stanley's sample kit, please consult with your tax and/or legal advisors concerning its contents and their appropriateness for your use, as well as the other actions you need to take in connection with the termination of your Plan.

- B. The investment of the Plan's assets in registered investment companies, common or collective trusts, pooled separate accounts or any other entities qualifying as "look-through investment vehicles" under U.S. Department of Labor Regulations section 2550.404c-1(e)(1), for which an affiliate of Morgan Stanley serves as investment advisor, investment manager, distributor or otherwise sponsors or provides services ("Affiliated Funds") is specifically authorized. You acknowledge that Morgan Stanley and/or its affiliates may receive compensation from Affiliated Funds, including compensation for transfer agency and dividend agency services, and that such entities may also receive compensation from mutual funds (both affiliated and nonaffiliated funds) in which plan assets are invested for certain services rendered to such investment funds. You also acknowledge that Morgan Stanley and/or its affiliates may receive "revenue-sharing payments" as described in the Morgan Stanley *Mutual Fund Share Classes and Compensation*, or other disclosure document (and that copies of the same have either been provided or made available upon request).
- C. If you have requested any cash management services, you agree to the terms of this Agreement and other agreements which govern those services and authorize Morgan Stanley to establish check writing privileges and Electronic Fund Transfer capabilities as instructed by you. You affirm that you have the authority to open this Account. You understand and agree that the Account is governed by this Agreement and/or other agreements you may have with Morgan Stanley or other providers of services related to the Account. You agree that if you decline to participate in any of Morgan Stanley's services today, but elect to do so in the future, you agree to be bound by the applicable terms in the Agreement and any other agreements relating to such service at that time.
- D. You agree that Morgan Stanley may use this Agreement and the certifications in connection herewith, including certain authorization forms to, among other things, establish additional Accounts. You understand and agree that, subject to any information you provide relating to such additional Accounts (e.g., on the Subaccount Establishment Form), the terms of this Agreement (as amended), and all certifications in connection herewith, shall apply to such additional Accounts.
- E. You specifically certify and agree that:
  - (1) The Plan is qualified under the Internal Revenue Code of 1986, as amended (the "Code") with a related Trust which qualifies under section 501(a) of the Code, or otherwise satisfies provisions of applicable law to be held in a tax-deferred account. Neither Morgan Stanley nor its affiliates shall have any duty, obligation or responsibility for the administration of the Plan or its qualification

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under the Internal Revenue Code except that Morgan Stanley is responsible for maintaining the Morgan Stanley Basic Plan Document and Adoption Agreements in a form acceptable to the Internal Revenue Service. Your continued use of the Morgan Stanley Basic Plan Document and Adoption Agreement is contingent upon your maintenance of at least one funded subaccount with us. You are hereby agreeing that this Agreement constitutes written notice under the Basic Plan Document that, if and when you no longer maintain a funded subaccount for your Plan with Morgan Stanley, such action is automatically accompanied by the discontinuance of the Employer/Plan Sponsor's participation in the Morgan Stanley Basic Plan Document. At such time, the Plan will no longer be covered by a prototype retirement plan document maintained by Morgan Stanley. Therefore, you will not be able to rely on the IRS Opinion Letter issued to Morgan Stanley in connection with any such document, and you will be responsible for any updates that are required to maintain your plan document and your plan's tax qualified status. Furthermore, Morgan Stanley will also no longer be the "Custodian" under the plan as defined by the Morgan Stanley Basic Plan Document. Please see the Basic Plan Document concerning your responsibilities upon the discontinuance of your participation in Morgan Stanley's prototype retirement plan documentation.

- (2) You have received and reviewed a copy of the "Allocation of Roles and Responsibilities under Your Retirement Plan" document which generally outlines the roles that we have and do not perform with respect to the Plan and the Account, and agree that it accurately describes your understanding of our general responsibilities.
- (3) The applicable Plan and Trust provisions allow for expenses to be paid from the Trust under the Plan. If it is subsequently determined that such payments are improperly paid from the Trust, you agree to indemnify us for any and all amounts expended to correct such payments.
- (4) We have agreed to provide our customary brokerage, execution, settlement and other securities transaction-related services to your Account.
- (5) **We may retain, as compensation for our provision of services, the Account's proportionate share of any interest earned on aggregate cash balances held by Morgan Stanley or an affiliate with respect to assets awaiting investment or other processing, as described in more detail in Section 10(F), above.**
- (6) You will notify Morgan Stanley in writing of any amendment to any applicable Plan or Trust, any change in the composition of the Trustees or the Authorized Individuals, or any other event which could materially alter the statements in this Agreement (including, but not limited to, the representations made in Sections 3 and 12), and we may rely on the continued validity of this information indefinitely, absent actual receipt of such written notice.
- (7) Morgan Stanley, its affiliates and Morgan Stanley Financial Advisors and Private Wealth Advisors will not act as fiduciaries with respect to your Plan under ERISA, section 4975 of the Code, or other applicable law. We have informed you, and you agree, that all investment decisions with respect to investments for the Plan's Accounts will be based upon the independent judgment of the Plan Trustees, investment committee or investment advisor. Morgan Stanley Financial Advisors and Private Wealth Advisors may provide information, including but not limited to research reports and recommendations, about investments which may be suitable for your retirement plan. It is understood and agreed that these services are not offered, nor are they accepted by you, as a primary basis for the Plan's investment decisions. (This provision will not, of course, apply to any Plan Account for which Morgan Stanley or any affiliate has agreed in a separate written contract to serve as a discretionary investment manager or has expressly provided that it will act in some other fiduciary capacity for your Plan.)
- (8) Tax laws are complex and subject to change. Morgan Stanley, its affiliates and Morgan Stanley Financial Advisors and Private Wealth Advisors do not provide tax or legal advice and are not "fiduciaries" (under ERISA, the Internal Revenue Code or otherwise) with respect to the services or activities described herein except as otherwise agreed to in writing by Morgan Stanley. This material was not intended or written to be used for the purpose of avoiding tax penalties that may be imposed on the taxpayer. Individuals are encouraged to consult their tax and legal advisors (a) before establishing a retirement plan or account, and (b) regarding any potential tax, ERISA and related consequences of any investments made under such plan or account.
- (9) We are under no duty to take any action other than as specified in the Plan or this VIP Account Application and Agreement unless the Plan Sponsor, Trustees or other Authorized Individuals furnish us with acceptable written instructions. Furthermore, the Plan Sponsor, the Trustees, and the Authorized Individuals, as applicable, hereby jointly and severally indemnify Morgan Stanley, its affiliates and their employees and hold each of them harmless from any and all claims, liabilities and expenses which may arise from accepting instructions (including instructions related to investments, withdrawals, distributions and transfers) from the Plan Sponsor, Trustee(s) and/or the Authorized Individuals, or which may arise from continued reliance on the information set forth in Section 3 of this VIP Account Application and Agreement, except as they may be superseded by a validly executed VIP Account Application and Agreement or other written agreement accepted by Morgan Stanley. The provisions of this paragraph shall survive the termination of the Plan and Trust and the Account.

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- F. You understand that for withdrawals from the Account, the Trustee or Trustees must provide Morgan Stanley with written direction signed by the Trustee(s) as described above in Section 3. In addition, we may liquidate assets held in the Account to make distributions or transfers or pay fees, expenses, liabilities, charges or taxes assessed against the Account (including Plan expenses allocated to the Account). If we must liquidate assets, the Plan Sponsor and Trustee hereby authorize and direct us, to liquidate assets in the following order to the extent held in the Account:
- (1) Amounts that may be held in the Bank Deposit Program sweep vehicle or any other sweep vehicle.
  - (2) Shares held in a money market mutual fund acquired through direct purchase.
  - (3) Publicly traded securities in such order as we deem reasonable.
  - (4) Other investments in such order as we deem reasonable.
  - (5) Limited Partnership interests.
- G. You understand that this VIP Account Application and Agreement applies to all VIP Accounts under the Plan, including additional subaccounts that may be opened on or after the date this Agreement is executed.
- H. You understand that for Plan accounts held at Morgan Stanley, we will, without further action on your part, consolidate accounts that are part of the same Plan in a single "household" in accordance with Morgan Stanley's Householding policy. Householding allows certain fee waivers and benefits to be applied uniformly to such accounts. If your Plan has accounts maintained at institution(s) in addition to Morgan Stanley, you further acknowledge that you are responsible for determining whether any fee waivers and benefits (including discounts) applied to the Morgan Stanley accounts are appropriate relative to the fee structure applied to the accounts maintained at such institution(s). If you do not wish to consolidate your Plan accounts in one household, please contact your Morgan Stanley Financial Advisor or Private Wealth Advisor. For more information on Householding qualified plan accounts, please refer to the Morgan Stanley Supplement to the Qualified Retirement Plan Disclosure Document which is available online at <http://www.morganstanley.com/wealth/ourapproach/qrpda.asp>.
- I. You understand that Morgan Stanley, in addition to brokerage accounts, offers various advisory programs that may be available for your Plan. Such advisory programs, which have different features, investment alternatives and structures, will only be available to your Plan upon your written consent through a separate advisory agreement. You further acknowledge that you are responsible for determining, in accordance with your Plan's terms and applicable law, whether or not the use of any particular advisory program for the Plan is appropriate.
- J. You represent that neither you nor any other person who has an ownership interest in, or authority over, the Account is or has been a Politically Exposed Person<sup>1</sup>, also known as a senior foreign political figure, or an immediate family member or close associate of a senior foreign political figure within the meaning of the U.S. Department of the Treasury's Guidance on Enhanced Scrutiny for Transactions That May Involve the Proceeds of Foreign Official Corruption and as referenced in the USA PATRIOT Act. In addition, you represent that neither you nor any other person who has an ownership interest in, or authority over, the Account is a corporation, business or other entity that is beneficially or majority owned or controlled by the senior foreign political figure. If you, any other owner of, or authorized person on the Account is or has been such a figure, you agree to disclose that fact to Morgan Stanley and provide the necessary information required by law to open and/or to service your Account. You also represent that this Account will not be used for any transactions with, or for the benefit of, any person, entity or country subject to sanctions administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") including, but not limited to, any person or entity designated on OFAC's List of Specially Designated Nationals.
- K. Additional certifications for clients who are not U.S. Persons:<sup>2</sup>
- (1) You certify that you do not qualify as a U.S. Person under applicable U.S. securities laws. You affirm, as applicable, that any photocopies are true and accurate copies of your current and valid passport or national identity card, and that any copies of a passport or national identity card provided to the firm for each individual related to your Account are correct, true and accurate copies. You agree to notify Morgan Stanley immediately in the event you become a U.S. Person.

<sup>1</sup> For the purposes of this paragraph, a "Politically Exposed Person" is a senior official in the executive, legislative, administrative, military or judicial branch of a foreign government (whether elected or not) or a major foreign political party; a senior executive of a foreign government-owned corporation or a corporation, business or other entity formed by, or for the benefit of, such a figure; "immediate family" includes, but is not limited to, parents, siblings, children and in-laws; "close associate" means a person who is widely and publicly known to maintain an unusually close relationship with a senior foreign political figure, including a person in a position to conduct substantial domestic and international financial transactions on behalf of such figure. For a fuller discussion of the preceding terms and definitions, see <http://www.federalreserve.gov/boarddocs/srletters/2001/sr0103.htm>.

<sup>2</sup> In this regard, a "U.S. Person" means any U.S. Person as defined in Regulation S under the U.S. Securities Act of 1933, as amended.

- (2) You have specifically requested investment services from Morgan Stanley on your own volition and desire Morgan Stanley to provide advice to you on a continuing basis.
- (3) You will use the Account solely for lawful purposes and will comply with all applicable laws in relation to taxation, exchange and capital controls and reporting and filing requirements.

**If you are not a U.S. person for U.S. federal tax purposes, your signature below does not constitute a certification to the Substitute Form W-9. Non-U.S. persons must file the appropriate Form W-8 which will be supplied to you separately. Morgan Stanley may be required by law to withhold a percentage of dividends, interest and gross proceeds of sales of securities for any account which has not filed a Form W-9 or an appropriate Form W-8.**

### **Tax Certification and Signatures**

#### **Substitute Form W-9: Request for Taxpayer Identification Number and Certification**

Under penalties of perjury, You certify that:

1. The number you have provided herein is your correct Taxpayer Identification Number (or you are waiting for a number to be issued to you); and
2. You are not subject to backup withholding because:
  - a) You are exempt from backup withholding, or
  - b) You have not been notified by the Internal Revenue Service ("IRS") that you are subject to backup withholding as a result of a failure to report all interest and dividends, or
  - c) The IRS has notified you that you are no longer subject to backup withholding; and
3. You are a U.S. person (including a U.S. resident alien).

**CERTIFICATION INSTRUCTIONS:** YOU MUST CROSS OUT ITEM #2 ABOVE IF YOU HAVE BEEN NOTIFIED BY THE IRS THAT YOU ARE CURRENTLY SUBJECT TO BACKUP WITHHOLDING BECAUSE YOU HAVE FAILED TO REPORT ALL INTEREST AND DIVIDENDS ON YOUR TAX RETURN.

☐ **By checking this box, you confirm that you are an "exempt recipient" as defined under Internal Revenue Service Regulation section 1.6049-4(c)(1)(ii) (e.g., as an organization exempt from tax under section 501(a) of the Internal Revenue Code).**

**Your Accounts at Morgan Stanley are governed by a predispute arbitration clause (see page 21, Section 11 of this Agreement). You acknowledge that you have received a copy of this Agreement, including the predispute arbitration clause.**

**The Internal Revenue Service does not require your consent to any provision of this Agreement other than the certifications required to avoid backup withholding set forth above.**

|   |  |                            |
|---|--|----------------------------|
| _____<br>TRUSTEE/OTHER NAMED FIDUCIARY                                  | _____<br>SIGNATURE   | _____<br>DATE (MM/DD/YYYY) |
| _____<br>TRUSTEE/OTHER NAMED FIDUCIARY                                  | _____<br>SIGNATURE   | _____<br>DATE (MM/DD/YYYY) |
| _____<br>TRUSTEE/OTHER NAMED FIDUCIARY                                  | _____<br>SIGNATURE   | _____<br>DATE (MM/DD/YYYY) |
| _____<br>TRUSTEE/OTHER NAMED FIDUCIARY                                  | _____<br>SIGNATURE   | _____<br>DATE (MM/DD/YYYY) |
| _____<br>TRUSTEE/OTHER NAMED FIDUCIARY                                  | _____<br>SIGNATURE   | _____<br>DATE (MM/DD/YYYY) |
| _____<br>NAME OF PLAN SPONSOR (CORPORATION OR BUSINESS)                 | _____<br>SIGNATURE OF AUTHORIZED PLAN SPONSOR REPRESENTATIVE |                            |
| _____<br>PRINT NAME AND TITLE OF AUTHORIZED PLAN SPONSOR REPRESENTATIVE |  | _____<br>DATE (MM/DD/YYYY) |

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13. Successor Trustee Representations and Signatures

By signing below, the Successor Trustees named in Section 4 above hereby (a) accept their appointment as such, (b) acknowledge and agree to Section 9 above, (c) acknowledge and agree that they will be required to execute a document containing information, disclosures and representations similar to those set forth in this document prior to assuming control over the Account(s) if and when such circumstances arise, and (d) **understand that the involved Account(s) are governed by a predispute arbitration clause (see page 21, Section 11 of this VIP Account Application and Agreement), acknowledge that they have received a copy of this Agreement, including the predispute arbitration clause, and agree in advance to arbitrate any controversies that may arise in connection with such Account(s).**

|                   |           |                   |
|-------------------|-----------|-------------------|
| SUCCESSOR TRUSTEE | SIGNATURE | DATE (MM/DD/YYYY) |
| SUCCESSOR TRUSTEE | SIGNATURE | DATE (MM/DD/YYYY) |
| SUCCESSOR TRUSTEE | SIGNATURE | DATE (MM/DD/YYYY) |
| SUCCESSOR TRUSTEE | SIGNATURE | DATE (MM/DD/YYYY) |
| SUCCESSOR TRUSTEE | SIGNATURE | DATE (MM/DD/YYYY) |

*The Versatile Investment Program (“VIP”) Account is a brokerage account offered by Morgan Stanley Smith Barney LLC. Morgan Stanley Smith Barney LLC is a registered broker-dealer, not a bank. Where appropriate, we have entered into arrangements with licensed banks and other third parties to assist us in offering certain services (such as check writing privileges) to you.*

# Versatile Investment Program Account/ Subaccount Establishment Form

NAME OF PLAN

PLAN TAX IDENTIFICATION NUMBER

VIP PLAN ACCOUNT NUMBER

**Instructions**

This form is to be used to establish subaccounts under your Versatile Investment Program (“VIP”) Account Application and Agreement. This form must be used each time you add a new subaccount to an existing VIP Account. Check one box per subaccount to reflect the purpose of the subaccount. The individual or entity with investment authority over a subaccount is an “Authorized Individual” with respect to such Account, as that term is used in and for the purposes of your VIP Account Application and Agreement.

**Subaccount 1 (Check one box):**

- ☐ **Subaccount is for a pooled account directed by an investment manager, Trustee or Other Named Fiduciary.** Additionally, you may include a brief description, such as an investment manager name or the purpose of the account, to appear in the account title:

**For Internal Use Only**

Office

Account Number

FA/PWA No.

If the account uses an investment manager, indicate the manager name above. Please also provide the address and telephone number.

ADDRESS, CITY, STATE AND ZIP

TELEPHONE NUMBER

- ☐ **Subaccount is for forfeiture assets**

**Disclosure of Your Name to Issuers of Securities (Applies to subaccount 1)**

SEC rules require us to disclose to an issuer, upon the issuer’s request, your name, address and the number of shares of the issuer’s securities that we hold for you in “street” name, unless you have objected to such disclosure. The issuer is permitted to use this information for shareholder communications only.

- ☐ **If you object to us providing this information to issuers, please check this box.**

**Subaccount 2 (Check one box):**

- ☐ **Subaccount is for a pooled account directed by an investment manager, Trustee or Other Named Fiduciary.** Additionally, you may include a brief description, such as an investment manager name or the purpose of the account, to appear in the account title:

**For Internal Use Only**

Office

Account Number

FA/PWA No.

If the account uses an investment manager, indicate the manager name above. Please also provide the address and telephone number.

ADDRESS, CITY, STATE AND ZIP

TELEPHONE NUMBER

- ☐ **Subaccount is for forfeiture assets**

**Disclosure of Your Name to Issuers of Securities (Applies to subaccount 2)**

SEC rules require us to disclose to an issuer, upon the issuer’s request, your name, address and the number of shares of the issuer’s securities that we hold for you in “street” name, unless you have objected to such disclosure. The issuer is permitted to use this information for shareholder communications only.

- ☐ **If you object to us providing this information to issuers, please check this box.**

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### Subaccount 3 (Check one box):

- ☐ **Subaccount is for a pooled account directed by an investment manager, Trustee or Other Named Fiduciary.** Additionally, you may include a brief description, such as an investment manager name or the purpose of the account, to appear in the account title:

#### For Internal Use Only

Office

Account Number

FA/PWA No.

If the account uses an investment manager, indicate the manager name above. Please also provide the address and telephone number.

ADDRESS, CITY, STATE AND ZIP

TELEPHONE NUMBER

- ☐ **Subaccount is for forfeiture assets**

#### Disclosure of Your Name to Issuers of Securities (Applies to subaccount 3)

SEC rules require us to disclose to an issuer, upon the issuer's request, your name, address and the number of shares of the issuer's securities that we hold for you in "street" name, unless you have objected to such disclosure. The issuer is permitted to use this information for shareholder communications only.

- ☐ **If you object to us providing this information to issuers, please check this box.**

#### Authorized Signatures

The undersigned hereby authorize us to open up subaccounts pursuant to the provisions of the VIP Account Application and Agreement. The undersigned also hereby certify that the individuals and entities indicated on this Subaccount Establishment Form are authorized under the Plan and Trust and/or applicable law to have trading authority delegated to them and jointly and severally hereby agree to indemnify and hold Morgan Stanley Smith Barney LLC, its affiliates, and their agents and employees, harmless from all claims, liabilities and expenses which arise as the result of accepting instructions from the Plan Sponsor, Trustee(s) and/or Authorized Individuals (including those Authorized Individuals listed on this form) or which may arise from continued reliance on the information set forth in this form and/or the VIP Account Application and Agreement.

TRUSTEE/OTHER NAMED FIDUCIARY

SIGNATURE

DATE (MM/DD/YYYY)

TRUSTEE/OTHER NAMED FIDUCIARY

SIGNATURE

DATE (MM/DD/YYYY)

TRUSTEE/OTHER NAMED FIDUCIARY

SIGNATURE

DATE (MM/DD/YYYY)

TRUSTEE/OTHER NAMED FIDUCIARY

SIGNATURE

DATE (MM/DD/YYYY)

TRUSTEE/OTHER NAMED FIDUCIARY

SIGNATURE

DATE (MM/DD/YYYY)

NAME OF PLAN SPONSOR (CORPORATION OR BUSINESS)

SIGNATURE OF AUTHORIZED PLAN REPRESENTATIVE

PRINT NAME AND TITLE OF AUTHORIZED PLAN REPRESENTATIVE

DATE (MM/DD/YYYY)

Unless otherwise specifically disclosed to you in writing, investments and services are offered through Morgan Stanley Smith Barney LLC, member SIPC, and such investments and services are not insured by the FDIC, are not deposits or other obligations of, or guaranteed by, the Banks and involve investment risks, including possible loss of principal amount invested. Morgan Stanley Smith Barney LLC is a registered broker-dealer, not a bank.

VIP DB ACCOUNT APPLICATION  
(10/2014)



For Internal Use Only

Branch No.

Account No.

FA/PWA No.

# Versatile Investment Program (“VIP”) Fee Payment Election Form

PLAN NAME

**VIP Fee Payment:** Morgan Stanley provides you a choice of three payment options for your VIP Account annual maintenance and annual plan document fees. In order for your elections to be effective for the current billing cycle, this form must be returned thirty (30) days prior to the fee billing date. These elections will generally remain in effect in subsequent years until they are changed in writing by the Plan Sponsor or Trustee.

## Payment Options *(select one)*

1. ☐ **Debit My Account**—Payment of the annual maintenance and plan document fees by liquidating existing assets within each subaccount. The liquidation of assets will follow a specific order, which is set forth in your VIP Account Application and Agreement.
2. ☐ **Transfer From Other Account**—Payment of the annual maintenance and plan document fees by transferring monies from another Morgan Stanley Non-Retirement Account as indicated below.

## Non-Retirement Account to be Debited

FROM ACCOUNT NUMBER

FROM ACCOUNT NAME

SIGNATURE OF NON-RETIREMENT ACCOUNT OWNER

DATE (MM/DD/YYYY)

JOINT SIGNATURE (FOR JOINT ACCOUNTS)

DATE (MM/DD/YYYY)

3. ☐ **Pay By Check**—Payment of the annual maintenance and plan document fees by depositing additional monies to the Plan Account. If this option is selected, an annual fee billing reminder will be mailed.

**The VIP Plus annual maintenance fee is \$50 for each subaccount. Additionally, an annual plan document fee of \$150 per plan applies for VIP Plus Plan Accounts.**

VIP annual maintenance fees are not currently applicable to accounts that are used in connection with an advisory product.

**In the event that Morgan Stanley does not have a current election on file prior to the fee billing date, we will assume that you wish to pay by direct debit to subaccounts.**

If you have more than one subaccount, fees will be allocated to eligible subaccounts within the Plan. Speak with the Financial Advisor or Private Wealth Advisor servicing your Plan about how these fees are allocated.

**I understand that if I elect option 2 or 3 above, but payments are not made or are unable to be processed, accounts will automatically be debited and Morgan Stanley may change my future fee payment elections to option 1 to directly debit fee payment from Plan subaccounts.**

SIGNATURE OF AUTHORIZED INDIVIDUAL

DATE (MM/DD/YYYY)

PRINT NAME

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