Morgan Stanley

Retirement Plan Manager Product Establishment Kit

The Retirement Plan Manager ("RPM") Account is a Morgan Stanley brokerage account designed to hold assets of tax-qualified employee benefit plans that may be subject to the Employee Retirement Income Security Act of 1974 ("ERISA") or certain plans that are tax-qualified but not governed by ERISA ("Non-ERISA"). The RPM account provides Plan Sponsors with the ability to establish subaccounts for individual participants or to create pooled subaccounts to hold plan assets. The RPM Account is only appropriate for use by Plan Sponsors and Trustees that supply their own individually designed or prototype plan document obtained outside of Morgan Stanley.

This kit contains the necessary paperwork to establish your RPM Account with Morgan Stanley.

Required Documents

Retirement Plan Manager Account Application and Agreement

- Morgan Stanley will establish a non-transactional Plan Account using the information provided on this application. The Plan Account maintains your contact information and is used to mail annual statements and notices to the Plan.
- The Trustee(s), Other Named Fiduciary(ies) (if applicable) and Plan Sponsor must sign and date Section 16 of the application.

Retirement Plan Manager Account/Subaccount Establishment Form

- Morgan Stanley will establish subaccounts to hold your Plan's assets using the information provided on this form. Depending on how you operate your Plan, you may create a separate subaccount for each participant or create pooled subaccounts.
- The Trustee(s) and Other Named Fiduciary(ies) (if applicable) must sign and date this form.

Qualified Plan Participant Agreement

- Morgan Stanley will establish separate subaccounts for participant-directed brokerage accounts.
- The participant must sign and date this form. (Excluding owner-only and spouse plans)

Please provide a signed copy of the RPM Application and Agreement, Subaccount Establishment Form and if applicable, the Qualified Plan Participant Agreement to your Morgan Stanley Financial Advisor or Private Wealth Advisor.

Included Documents

1 Retirement Plan Manager Account Application and Agreement

19 Retirement Plan Manager Account/ Subaccount Establishment Form

23 Allocation of Roles and Responsibilities

26 Fee Schedule for Retirement Plan Manager Accounts

27 Retirement Plan Manager Fee Payment Election Form

28 Summary of the Bank Deposit Program

30 Client Agreement

Morgan Stanley

Branch No.	Account No.	FA/PWA No.

PAN Account No.
P A N

Retirement Plan Manager ("RPM") Account Application and Agreement

General Information

A Retirement Plan Manager Account (generally, "RPM Account," "RPM" or "Account") is a Morgan Stanley Smith Barney LLC ("Morgan Stanley")[1] brokerage account generally used for retirement plans subject to the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). Your brokerage account, governed by the broker-dealer requirements of, among others, the Financial Industry Regulatory Authority ("FINRA") and the U.S. Securities and Exchange Commission ("SEC"), 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 RPM Account Application and Agreement (the "Agreement").[2] Under the RPM product, Morgan Stanley does not provide a plan document, adoption agreement or other documentation generally required to establish a retirement plan. If you require Morgan Stanley to provide such documentation, speak to your Financial Advisor or Private Wealth Advisor about the Versatile Investment Program ("VIP") product. 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.

The RPM product uses a "subaccount" feature. Subaccounts may be used to allow individual participants to direct the investment of their plan account balances if the plan documents permit it. In effect, this allows you to create a separate brokerage account for each participant. RPM Account features, such as the sweep feature, will apply to each subaccount. 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. Subaccounts can also be set up to hold pooled or other types of trustee-directed assets. Separate account statements will be produced for each subaccount, and you will 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 RPM 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 the annual maintenance fee. Brokerage activity cannot be conducted in the Plan Account.

Morgan Stanley and its affiliates will not serve as Trustee, Plan Administrator, Named Fiduciary or TPA for Morgan Stanley clients. 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.

You must complete this RPM 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.

[1] 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. U.S. bank-issued certificates of deposit purchased through Morgan Stanley, the Savings Program deposits, Global Currency deposits, savings deposits and deposits in the Bank Deposit Program are insured by the FDIC up to applicable limits. **All other investment products are not FDIC insured, are not a deposit or other obligation of a depository institution, and are not guaranteed by a depository institution. You further understand that all other investment products are subject to investment risks, including the possible loss of the principal amount invested.**

[2] This Agreement, along with the Client Agreement and disclosure statements, sets forth the terms and conditions applicable to your Account(s) and, together with the Client Relationship Summary, Important Account Information for Full-Service Accounts booklet which includes, among other disclosures, the U.S. Consumer Privacy Notice and any other account opening information and online disclosures, provides important information about account services and fees. You can find the privacy notice which describes the rights you have concerning the Personal Information we collect about you available at https://www.morganstanley.com/privacy-pledge. The Account(s) you are opening is a brokerage account, which is not regulated by the Investment Advisers Act of 1940, as amended. Certain services may not be available in jurisdictions outside the United States.

To open an RPM Account with Morgan Stanley, please complete all applicable sections below.

1. General Plan Information

(a) Plan Name: _____

(b) This Plan was/is initially effective on (MM/DD/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 Eligible Plan Participants at beginning of current Plan Year*: _____

* If the number of eligible participants change, you agree to notify Morgan Stanley promptly of such change.

(g) This Plan covers (select one):

- ☐ Business owner only**
- ☐ Business owner and the owner's spouse**
- ☐ Multiple business owners and/or their spouses
- ☐ 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 ERISA. 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 adverse tax consequences.

2. Plan Type

Please select one:

- ☐ ERISA-Covered (e.g., sponsored by private employers or unions)
- ☐ Non-ERISA (sponsored by governmental agencies, public unions, or individual retirement vehicles such as Keoghs)

Please select the type of retirement or welfare plan below (check one):

Defined Contribution

- ☐ 401(k)[1]
- ☐ Profit-Sharing[1]
- ☐ Money Purchase[1]
- ☐ Target Benefit[1]
- ☐ Governmental Section 457(b) Plan[2]
- ☐ SIMPLE 401(k)[1]
- ☐ Individual 401(k)[1]
- ☐ Employee Stock Ownership Plan[1]
- ☐ VEBA[1]
- ☐ Health & Welfare Trust[3]
- ☐ Profit-Sharing/Money Purchase Paired Plan[1]

Defined Benefit

- ☐ Traditional[1]
- ☐ Cash Balance[1]

[1] By selecting this plan type, you certify that the trust is exempt from tax under section 501(a) of the Code.
[2] By selecting this plan type, you certify that the trust is exempt from tax under section 457(g) of the Code.
[3] By selecting this plan type, you certify that the trust is exempt from tax under section 501(a) or an instrumentality of a State, the District of Columbia, a U.S. possession or any of their political subdivisions.

3. Plan Sponsor

Please provide information about the Plan Sponsor here **(a representative of the Plan Sponsor must sign Section 16, below)**.

Check one:

☐ Corporation/Business ☐ Taft-Hartley/Union ☐ Governmental ☐ Church

PLAN SPONSOR NAME

NAME OF PLAN SPONSOR CONTACT

PLAN SPONSOR STREET ADDRESS

CITY, STATE AND ZIP OR POSTAL CODE (AND COUNTRY IF OUTSIDE THE US)

TELEPHONE NUMBER

EMAIL ADDRESS

PLAN SPONSOR EMPLOYER IDENTIFICATION NUMBER

4. Designation of Plan Trustee(s), Other Named Fiduciary(ies) and Agent(s)/Certification of Investment Powers

If you are enrolling in an advisory program sponsored by Morgan Stanley at the same time as completing this RPM 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 Trustee(s)

NOTE: Morgan Stanley and its affiliates can neither be listed as Plan Trustee, nor act as the Trustee, of a RPM Account.

We are authorized to accept investment orders, withdrawal, contribution and other instructions from the following Trustee(s) and we are directed to provide the Trustee(s) access to all Account information. If more than one Trustee is designated as such, all of the Trustees certify to us, by signing Section 16, that any action in connection with the Account requires the authorization of only one Trustee.

TRUSTEE I

TRUSTEE NAME

NAME OF TRUSTEE CONTACT (IF ENTITY)

TRUSTEE LEGAL STREET ADDRESS

CITY, STATE AND ZIP OR POSTAL CODE (AND COUNTRY IF OUTSIDE THE US)

TRUSTEE MAILING STREET ADDRESS (IF DIFFERENT)

CITY, STATE AND ZIP OR POSTAL CODE (AND COUNTRY IF OUTSIDE THE US)

TELEPHONE NUMBER

EMAIL ADDRESS

TRUSTEE TAX IDENTIFICATION NUMBER (IF APPLICABLE)

IF TRUSTEE IS AN INDIVIDUAL, PLEASE ALSO PROVIDE:

DATE OF BIRTH (MM/DD/YYYY)

SOCIAL SECURITY NUMBER

TRUSTEE II

TRUSTEE NAME

NAME OF TRUSTEE CONTACT (IF ENTITY)

TRUSTEE LEGAL STREET ADDRESS

CITY, STATE AND ZIP OR POSTAL CODE (AND COUNTRY IF OUTSIDE THE US)

TRUSTEE MAILING STREET ADDRESS (IF DIFFERENT)

CITY, STATE AND ZIP OR POSTAL CODE (AND COUNTRY IF OUTSIDE THE US)

TELEPHONE NUMBER

EMAIL ADDRESS

TRUSTEE TAX IDENTIFICATION NUMBER (IF APPLICABLE)

IF TRUSTEE IS AN INDIVIDUAL, PLEASE ALSO PROVIDE:

DATE OF BIRTH (MM/DD/YYYY)

SOCIAL SECURITY NUMBER

TRUSTEE III

TRUSTEE NAME

NAME OF TRUSTEE CONTACT (IF ENTITY)

TRUSTEE LEGAL STREET ADDRESS

CITY, STATE AND ZIP OR POSTAL CODE (AND COUNTRY IF OUTSIDE THE US)

TRUSTEE MAILING STREET ADDRESS (IF DIFFERENT)

CITY, STATE AND ZIP OR POSTAL CODE (AND COUNTRY IF OUTSIDE THE US)

TELEPHONE NUMBER

EMAIL ADDRESS

TRUSTEE TAX IDENTIFICATION NUMBER (IF APPLICABLE)

IF TRUSTEE IS AN INDIVIDUAL, PLEASE ALSO PROVIDE:

DATE OF BIRTH (MM/DD/YYYY)

SOCIAL SECURITY NUMBER

(b) Other Named Fiduciary(ies)

NOTE: Morgan Stanley and its affiliates can neither be listed as Other Named Fiduciary, nor act as an Other Named Fiduciary, of a RPM Account.

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) from the Other Named Fiduciary(ies) listed below. If more than one Other Named Fiduciary is designated as such, all of the Other Named Fiduciaries certify to us, by signing Section 16, that any action in connection with the Account requires the authorization of only one Other Named Fiduciary. Other Named Fiduciaries are not permitted to give withdrawal instructions.

Investment managers and participants may be designated as Other Named Fiduciaries 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.

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 Other Named Fiduciaries, 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 16, below.

OTHER NAMED FIDUCIARY NAME

NAME OF OTHER NAMED FIDUCIARY CONTACT (IF ENTITY)

OTHER NAMED FIDUCIARY LEGAL STREET ADDRESS

CITY, STATE AND ZIP OR POSTAL CODE (AND COUNTRY IF OUTSIDE THE US)

OTHER NAMED FIDUCIARY MAILING STREET ADDRESS (IF DIFFERENT)

CITY, STATE AND ZIP OR POSTAL CODE (AND COUNTRY IF OUTSIDE THE US)

TELEPHONE NUMBER

EMAIL ADDRESS

OTHER NAMED FIDUCIARY TAX IDENTIFICATION NUMBER (IF APPLICABLE)

IF OTHER NAMED FIDUCIARY IS AN INDIVIDUAL, PLEASE ALSO PROVIDE:

DATE OF BIRTH (MM/DD/YYYY)

SOCIAL SECURITY NUMBER

IF OTHER NAMED FIDUCIARY IS AN ENTITY, PLEASE ALSO PROVIDE:

MEMBER NAME

DATE OF BIRTH (MM/DD/YYYY)

SOCIAL SECURITY NUMBER

TELEPHONE NUMBER

EMAIL ADDRESS

MEMBER NAME

DATE OF BIRTH (MM/DD/YYYY)

SOCIAL SECURITY NUMBER

TELEPHONE NUMBER

EMAIL ADDRESS

MEMBER NAME

DATE OF BIRTH (MM/DD/YYYY)

SOCIAL SECURITY NUMBER

TELEPHONE NUMBER

EMAIL ADDRESS

MEMBER NAME

DATE OF BIRTH (MM/DD/YYYY)

SOCIAL SECURITY NUMBER

TELEPHONE NUMBER

EMAIL ADDRESS

If more than one member is listed above, all the Other Named Fiduciaries certify to us, by signing in Section 16, that any action in connection with the Account requires the authorization of only one member.

(c) Agents

NOTE: Morgan Stanley and its affiliates can neither be listed as Agent, nor act as an Agent, of a RPM Account.

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-related activity) 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.

AGENT I

AGENT NAME

NAME OF AGENT CONTACT (IF ENTITY)

AGENT STREET ADDRESS

CITY, STATE AND ZIP OR POSTAL CODE (AND COUNTRY IF OUTSIDE THE US)

TELEPHONE NUMBER

EMAIL ADDRESS

SIGNATURE (SIGN IN THE BOX)

DATE (MM/DD/YYYY)

AGENT II

AGENT NAME

NAME OF AGENT CONTACT (IF ENTITY)

AGENT STREET ADDRESS

CITY, STATE AND ZIP OR POSTAL CODE (AND COUNTRY IF OUTSIDE THE US)

TELEPHONE NUMBER

EMAIL ADDRESS

SIGNATURE (SIGN IN THE BOX)

DATE (MM/DD/YYYY)

5. Successor Trustees

Completion of this Section 5 is optional, **but we highly recommend that Plan Sponsors (especially sole proprietors) consider filling this section out and taking other appropriate action 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 Plan Sponsor hereby represents that the individuals/entities named below have been duly appointed (i.e., through separate action (e.g., corporate resolution)) to act as Successor Trustee(s) of the Plan pursuant to and in accordance with applicable law and the terms of the Plan. **In appointing Successor Trustee(s) below, the Plan Sponsor represents that such appointment has been made in accordance with applicable law and the terms of the Plan, but may be relied upon under the laws of the state jurisdiction of the Plan Sponsor and/or the Plan.** If there are more than two Successor Trustees, provide their names and information (the same as requested below) on a separate sheet. The named Successor Trustees may be required to provide proof of appointment if and when appropriate. Please contact your legal advisor concerning what steps need to be taken in order to appoint a Successor Trustee. **All Successor Trustees must be listed and sign Section 17 below.**

SUCCESSOR TRUSTEE I

PRIMARY CONTACT

NAME OF SUCCESSOR TRUSTEE

TRUSTEE'S TAXPAYER IDENTIFICATION NUMBER ("TIN")

ADDRESS, CITY, STATE AND ZIP OR POSTAL CODE (AND COUNTRY IF OUTSIDE THE US)

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 SUCCESSOR TRUSTEE

TRUSTEE'S TAXPAYER IDENTIFICATION NUMBER ("TIN")

ADDRESS, CITY, STATE AND ZIP OR POSTAL CODE (AND COUNTRY IF OUTSIDE THE US)

TELEPHONE NUMBER

EMAIL ADDRESS

IF TRUSTEE IS AN INDIVIDUAL, PLEASE ALSO PROVIDE:

DATE OF BIRTH (MM/DD/YYYY)

SOCIAL SECURITY NUMBER

6. Third-Party Administrator ("TPA")

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

7. Automatic Cash Sweep

The Plan Account does not have an automatic cash sweep feature. The Bank Deposit Program will be your default sweep investment unless you are ineligible to participate in the Bank Deposit Program (e.g., certain persons residing outside the U.S.). The Bank Deposit Program is described in your account opening materials, as well as in the Bank Deposit Program Disclosure that can be found at https://www.morganstanley.com/content/dam/msdotcom/en/wealth-disclosures/pdfs/BDP_disclosure.pdf. If you are ineligible to participate in the Bank Deposit Program, any free credit balances in your account will automatically sweep into the following money market fund:[3]

- U.S. Government Money Market Trust (available only for retirement accounts not eligible for Bank Deposit Program).

8. Float

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 overnight cash deposits and highly liquid securities (e.g., U.S. government obligations), with the amount of such earnings retained by us, due to the short-term nature of the investments, being generally at the prevailing overnight interest rate applicable to these investments. This rate averaged approximately five hundred and fourteen basis points during the 12 months ended December 31, 2024, but please note that due to market fluctuations the rate will change – please contact your Financial Advisor or Private Wealth Advisor for more current information. "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 checkwriting 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 on which the New York Stock Exchange and/or the Federal Reserve Banks are open ("Business Day"), float shall generally 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 generally be earned by us through the end of the next Business Day. Delays in providing investment instruction could result in increased compensation in the form of float. 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. 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.

[3] Our affiliate, Morgan Stanley Investment Management ("MSIM") serves as the investment adviser to the listed money market fund. Morgan Stanley receives revenue-sharing compensation from MSIM based upon the amount of assets held by clients in this money market fund.

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 (as further described above). Assuming the interest rate is 5.14%, Morgan Stanley would earn approximately 1.43 dollars per day ($10,000*5.14%/360 = $1.43).

9. Payment for Order Flow and other Routing Arrangements and Use of Electronic Communication Networks and Alternative Trading Systems

Morgan Stanley is committed to providing the best execution for customers' 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, either directly or indirectly, may route customer equity orders to national securities exchanges, ATSs, including ECNs, and other market centers, including its affiliate Morgan Stanley & Co. LLC ("Morgan Stanley & Co."). 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 (and certain market centers invert this practice). From time to time, the amount of credits that Morgan Stanley receives from one or more such market centers may exceed the amount Morgan Stanley is charged. Morgan Stanley receives the benefit of these credits, either directly or indirectly, and such payments constitute payment for order flow. Morgan Stanley may also receive incremental pricing benefits from exchanges and/or ECNs if certain volume thresholds are met.

In addition, Morgan Stanley & Co. may route certain customer orders (including orders for fixed income securities, preferred shares and convertible bonds) to Morgan Stanley & Co. on behalf of Morgan Stanley. These arrangements between Morgan Stanley & Co. and Morgan Stanley are intended to facilitate trade execution for our customers, with apportionment of resulting expenses and revenue from the trading activity between Morgan Stanley and Morgan Stanley & Co. 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, as of December 2022, Morgan Stanley and/or its affiliates own an interest in certain ECNs or ATSs, including: (i) National Stock Exchange of India; (ii) Miami International Holdings Inc.; (iii) Equilend; (iv) Euroclear Holding SA/NV; (v) LCH Group Holdings Limited (Clearing); (vi) CME; (vii) ICE US Holding Company, LP; (viii) OTCDeriv Limited; (ix) TIFFE – Tokyo Financial Futures Exchange; (x) iSWAP Limited; (xi) EOS Precious Metals Limited; (xii) Creditderiv Limited; (xiii) FXGlobalClear; (xiv) Japan Securities Clearing Corporation; (xv) CME/CBOT/NYMEX; (xvi) Dubai Mercantile Exchange; (xvii) Intercontinental Exchange; (xviii) Bombay Stock Exchange; (xix) Japan Securities Depository Center Inc.; (xx) MEMX Holdings LLC; (xxi) LCH.Clearnet Group LTD; (xxii) The Depository Trust and Clearing Corporation; (xxiii) Copeland Markets LLC; (xxiv) Yensai.com Co., Ltd; and (xxv) Octaura Holdings LLC.

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, Morgan Stanley and/or its affiliates own an interest in 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 Adoption Agreement, along with this Disclosure Statement, 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 http://www.morganstanley.com/wealth-disclosures/disclosures.

On request of a customer, Morgan Stanley will disclose to such customer the identity of the venue to which such customer's orders were routed for execution in the six months prior to the request, whether the orders were directed orders or non-directed orders, and the time of the transactions, if any, that resulted from such orders as well as other customer specific order routing and execution information that is required by SEC Rule 606(b)(3).

10. Account Linking Service

To minimize the number of separate mailings you receive, we offer an automatic Account Linking Service. Our 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 value of each linked account. Accounts with the same mailing address, branch, Financial Advisor, and SSN(s) or TIN(s) ("Account Link Group") will be subject to Morgan Stanley's automatic Account Linking Service. There is no charge for this service. After an account has been identified as eligible for automatic Account Linking, but before the account is added to an Account Link Group, you will see a message on your account statement advising you that the new account will be added during the following statement cycle. Upon receipt of your next account statement, all eligible linked account statements will be consolidated into a single envelope. **If you do not wish to take advantage of the automatic Account Linking Service you may decline this service by contacting the Morgan Stanley team servicing your account(s).**

You may request to add your account(s) to an Account Link Group that have different SSNs or TINs, provided all other eligibility rules are met, by contacting a member of your Morgan Stanley team. If you make such a request, your account(s) will become part of that Account Link Group and your account statements will be mailed to you in a single envelope addressed to that Account Link Group along with the statements of other account owners that have consented to be a part of that Account Link Group. You understand that if you link your account(s) with account(s) owned by others, your personal and financial information will be provided to such other account owner(s) by virtue of being included in an Account Link Group. With Account Linking, your consolidated statement can be accessed online through a single Morgan Stanley Online sign-on if you are an account owner, or are authorized to view or transact on an account.

11. Electronic Delivery (eDelivery)

(A) eDelivery of Certain Important Disclosures

By signing this Account Application and Client Agreement, you are providing your informed and positive consent to eDelivery of certain important disclosures including, but not limited to, our Client Relationship Summary available at https://www.morganstanley.com/formcrs and Important Account Information for Full-Service Accounts booklet available at http://www.morganstanley.com/disclosures/account-disclosures. You also agree to be bound by the eDelivery of Certain Important Disclosures terms set forth in the Client Agreement.

(B) eDelivery of all Other Eligible Documents

☐ **Check this box if you would like to enroll in eDelivery of all other eligible eDelivery Documents (as defined in the Client Agreement) and agree to be bound by the eDelivery terms set forth in the Client Agreement. Note: acceptance of additional online eDelivery Terms and Conditions is required.**

As a client enrolled in eDelivery of all Other Eligible eDelivery Documents, you will receive electronic notifications that certain documents are available for review electronically in lieu of receiving hard copies of such documents. These notifications will be sent to the email address that you provide. At your first log-in to www.morganstanley.com/online, there will be an email verification process that must be completed before eDelivery can commence. Any account(s) you open in the future that are linked to your existing account(s) will also be enrolled in eDelivery.

12. USA PATRIOT Act[4] Notice

Important information about procedures for opening a new account or establishing a new relationship: To help the U.S. 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 legal entity that opens an account or establishes a customer relationship with Morgan Stanley. Federal law also requires all U.S. financial institutions to obtain, verify, and record information about the beneficial owners of a non-ERISA legal entity that opens an account or establishes a customer relationship with Morgan Stanley.

What this means for you: When you open a new account or enter into a new customer relationship with Morgan Stanley, we will ask for your name, legal address, date of birth, SSN (as applicable) and other identification information. In addition, we will ask for the names, legal addresses, dates of birth, SSNs (as applicable) and other identification information of the beneficial owners of a non-ERISA legal entity. This information will be used to verify your identity as well as the identity of the beneficial owners of a non-ERISA legal entity. As appropriate, we may, in 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.

13. Trusted Contact Authorization

Please complete this section by either providing the name and contact information for your trusted contact person(s) ("Trusted Contact") or by checking the box indicating that you decline to provide a trusted contact at this time. Your Trusted Contact(s) must be an individual 18 years of age or older. **This Trusted Contact Authorization does not grant your Trusted Contact(s) trading authorization or any other authority to make decisions on your behalf.** You understand that Morgan Stanley is authorized, in our discretion, to contact your Trusted Contact(s) and disclose information about you and/or your account(s) in order to address possible financial exploitation, confirm the specifics of your current contact information, health status, and/or the identity of any legal guardian, executor, trustee or holder of a power of attorney or as otherwise permitted by the Rules of the Financial Industry Regulatory Authority ("FINRA"). If you have not provided a Trusted Contact, or your named Trusted Contact cannot be contacted, you further understand and agree that, consistent with applicable law, rule or regulation, in order to address potential fraud/financial exploitation or your apparent lack of capacity, we may, but generally are not obligated to, contact any party reasonably associated with you. **Morgan Stanley does <u>not</u> recommend naming as your Trusted Contact(s) a registered owner of the account (e.g., a joint account holder or yourself), a member of your Morgan Stanley team or someone who is already authorized to transact business on your account(s).**

Trusted Contact Person			
NAME OF TRUSTED CONTACT			
MAILING ADDRESS	RELATIONSHIP/WHICH TRUSTEE		
	CITY	STATE	ZIP
PHONE NUMBER(S)	EMAIL ADDRESS		

Trusted Contact Person			
NAME OF TRUSTED CONTACT			
MAILING ADDRESS	RELATIONSHIP/WHICH TRUSTEE		
	CITY	STATE	ZIP
PHONE NUMBER(S)	EMAIL ADDRESS		

[4] The Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Pub.l.No. 107-56 (2001).

Trusted Contact Person			
NAME OF TRUSTED CONTACT			
MAILING ADDRESS	RELATIONSHIP/WHICH TRUSTEE		
	CITY	STATE	ZIP
PHONE NUMBER(S)	EMAIL ADDRESS		

Trusted Contact Person			
NAME OF TRUSTED CONTACT			
MAILING ADDRESS	RELATIONSHIP/WHICH TRUSTEE		
	CITY	STATE	ZIP
PHONE NUMBER(S)	EMAIL ADDRESS		

☐ **I decline at this time to provide a Trusted Contact (please check)**

14. Person Associated with a Broker-Dealer* or Employed by FINRA or Another SRO Acknowledgment

(applicable to all trustees) (*not applicable to persons employed by Morgan Stanley)

☐ By checking this box, you represent that you are:

1. a person associated with a broker-dealer; and/or
2. the spouse of a person associated with a broker-dealer; and/or
3. a child of a person associated with a broker-dealer or a child of the spouse of a person associated with a broker-dealer, and you reside in the same household as, or are financially dependent upon, the person so associated; and/or
4. an individual over whose account(s) a person associated with a broker-dealer has control; and/or
5. an employee of FINRA; and/or
6. an individual in whose account(s) a person employed by FINRA has a financial interest, or controls trading; and/or
7. an employee of a Self-Regulatory Organization (SRO) other than FINRA and are required to provide duplicate copies of confirmations and statements, or an electronic feed of the transactional data contained therein, to your employer SRO; and/or
8. an employee of an SRO other than FINRA and are not required to provide duplicate copies of confirmations and statements, or an electronic feed of the transactional data contained therein, to your employer SRO.

You understand and agree that, pursuant to FINRA Rules, as requested by the broker-dealer or SRO named below, or as required by FINRA, you authorize Morgan Stanley to send duplicate copies of statements and if required, confirmations, or an electronic feed of the transactional data contained therein, related to your Morgan Stanley account(s) (unless you are not required to provide such information as set forth in paragraph 8 above). You further understand and agree that Morgan Stanley will continue to provide such information until you or the broker-dealer, FINRA or SRO notify(ies) Morgan Stanley in writing that either you, or the person associated with that broker-dealer or employed by FINRA or another SRO is no longer so associated or employed.

NAME OF BROKER-DEALER, FINRA OR SRO

NAME OF PERSON EMPLOYED BY OR ASSOCIATED WITH THE ABOVE-REFERENCED BROKER-DEALER, FINRA OR SRO | RELATIONSHIP TO CLIENT

NAME OF BROKER-DEALER, FINRA OR SRO

NAME OF PERSON EMPLOYED BY OR ASSOCIATED WITH THE ABOVE-REFERENCED BROKER-DEALER, FINRA OR SRO | RELATIONSHIP TO CLIENT

15. Automatic Enrollment in Morgan Stanley's Class Action Service

Please note that your account(s) is automatically enrolled in Morgan Stanley's Class Action Service (the "Class Action Service").

The Class Action Service authorizes Morgan Stanley to automatically file a claim on your behalf if Morgan Stanley receives notice of a potential class action lawsuit that impacts securities purchased in your account(s) ("Impacted Security"). If it is determined that you are entitled to any class action settlement, you will receive a credit to your account(s) in which the purchase of the Impacted Security took

place if that account(s) remains open or, if a settlement is received after that account(s) is closed, a check will be mailed to the most recent address that we have on file for your closed account(s).

The Class Action Service is administered by a third-party vendor. In exchange for administering the Class Action Service, **our third-party vendor will deduct 6% from any class action settlement payment received on your behalf.**

You agree to be bound by the Class Action Service section in the Client Agreement. If you would like to opt out of the Class Action Service, please contact a member of the Morgan Stanley team servicing your account(s).

Please note that the definition of Impacted Security does not extend to securities impacted by "Fair Funds" recovered by the Securities and Exchange Commission and any references to a "class action lawsuit" does not include "Fair Funds" matters.

16. Trustee/Other Named Fiduciary/Plan Sponsor Representations and Signatures

Please review the representations set forth below, the Fee Schedule and the Allocation of Roles and Responsibilities under Your Retirement Plan document (included below), as well as the Client Agreement (included at the end of this Kit), and sign and date this RPM Account Application and Agreement. By signing this RPM Account Application and Agreement, you, the undersigned Trustee(s), Other Named Fiduciary(ies) (as applicable) and Plan Sponsor acknowledge receipt of and agree to be bound by the terms and conditions of the Account described in this Agreement and the terms and conditions of the Client Agreement, as amended from time to time, as well as other relevant disclosures contained in your account opening materials, including, but not limited to, the Client Relationship Summary and Important Account Information for Full-Service Accounts booklet, which includes, among other disclosures, the U.S. Consumer Privacy Notice, which by this reference are incorporated herein. All Trustees and, if so indicated in Section 4, Other Named Fiduciaries, as well as the Plan Sponsor, must sign this Agreement.

By signing, you as Trustee(s), Other Named Fiduciary(ies) (as applicable) and Plan Sponsor each represent and acknowledge that:

A. You have received and reviewed all pertinent Account documentation and agreements. In particular, you acknowledge that you have the authority to execute this Agreement and open the Account and that:

   (1) You have received and reviewed the disclosures provided to you to meet the requirements of Section 408(b)(2) of ERISA, including the Morgan Stanley Qualified Retirement Plan Disclosure Document (and supporting documentation), which is available at http://www.morganstanley.com/wealth/ourapproach/qrpda.asp, and the information related to mutual fund offerings available on the Morgan Stanley platform, which is available at http://www.morganstanley.com/wealth-investmentsolutions/presalefeedisclosureforretirementaccounts. 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 below), and that the Bank Deposit Program Disclosure Statement is available at http://www.morganstanley.com/wealth-investmentstrategies/pdf/BDP_disclosure.pdf. You also acknowledge that, through the execution of this Agreement, you have directed the investment of the uninvested amounts held in the Account (other than in the Plan Account) in bank deposits offered by certain affiliated banks through Morgan Stanley's Bank Deposit Program as described in Section 10 below of the Client Agreement, 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.

   (3) Any uninvested cash held in your Account may be deposited or invested, as directed by you (or an authorized party), in deposit accounts with Morgan Stanley Bank, N.A. or Morgan Stanley Private Bank, National Association or any other banking affiliate of Morgan Stanley in connection with any savings deposit program offered by Morgan Stanley ("Savings Program") and as further described in the disclosure statement for such Savings Program.

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 Features, Share Classes and Compensation,* or other disclosure document (and that copies of the same have either been provided or made available upon request).

C. 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. 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.

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 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 under the Internal Revenue Code.

(2) You have independently determined that the terms of this Application and Agreement, including Section 4, Designation of Plan Trustee(s), Other Named Fiduciary(ies), and Agent(s)/Certification of Investment Powers, comply with the terms of the applicable Plan and Trust documents for your Plan.

(3) 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.

(4) 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.

(5) We have agreed to provide our customary brokerage, execution, settlement and other securities transaction-related services to your Account.

(6) **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 8, above.**

(7) By signing below, you certify that, to the best of your knowledge, the information provided on the Trustees and/or the Other Named Fiduciaries is complete and correct. 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 Other Named Fiduciaries, or any other event which could materially alter the statements in this Agreement (including, but not limited to, the representations made in Sections 4 and 16), and we may rely on the continued validity of this information indefinitely, absent actual receipt of such written notice.

(8) When Morgan Stanley Smith Barney LLC, its affiliates and Morgan Stanley Financial Advisors and Private Wealth Advisors (collectively, "Morgan Stanley") provide "investment advice" regarding a retirement or welfare benefit plan account, an individual retirement account or a Coverdell education savings account ("Retirement Account"), Morgan Stanley is a "fiduciary" as those terms are defined under the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and/or the Internal Revenue Code of 1986 (the "Code"), as applicable. When Morgan Stanley provides investment education, takes orders on an unsolicited basis or otherwise does not provide "investment advice," Morgan Stanley will not be considered a "fiduciary" under ERISA and/or the Code. For more information regarding Morgan Stanley's role with respect to a Retirement Account, please visit www.morganstanley.com/disclosures/dol. Tax laws are complex and subject to change. Morgan Stanley does not provide tax or legal advice. Individuals are encouraged to consult their tax and legal advisors (a) before establishing a Retirement Account, and (b) regarding any potential tax, ERISA and related consequences of any investments or other transactions made with respect to a Retirement Account.

(9) 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, except that if your Plan allows participants to direct the investment of Plan assets allocated to their individual subaccounts, each participant shall be responsible for the investment of his or her subaccount. Morgan Stanley Financial Advisors and Private Wealth Advisors may provide general financial, investment and retirement information including, but not limited to, research reports and education,

which may be appropriate for your employee benefit 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.) For more information on Morgan Stanley's role with respect to a retirement account, please visit www.morganstanley.com/disclosures/dol.

(10) We are under no duty to take any action other than as specified in this RPM Account Application and Agreement unless the Plan Sponsor, Trustees or Other Named Fiduciaries furnish us with acceptable written instructions. Furthermore, the Plan Sponsor, the Trustees, and the Other Named Fiduciaries, 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 Other Named Fiduciary(ies) or which may arise from continued reliance on the information set forth in Section 4 of this RPM Account Application and Agreement, except as they may be superseded by executing a new RPM 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.

(11) If more than one individual/entity is listed, all Trustees and Other Named Fiduciaries, certify to us, by signing this RPM Account Application and Agreement, that any action in connection with the Account requires the authorization of only one Trustee or Other Named Fiduciary.

(12) 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.

(13) Subject to our policies, if we receive conflicting instructions from different Trustees or Other Named Fiduciaries, or reasonably believe instructions from one Trustee or Other Named Fiduciary might conflict with the wishes of another Trustee or Other Named Fiduciary, 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 Trustees or Other Named Fiduciaries are received; (c) close the Account and deliver all securities and other property, net of debits or liabilities, to the address of record; and/or (d) take other legal action.

(14) 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.

(15) 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.

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

(17) 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 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.

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). 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 for 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's 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.

H. 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.

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 (including, without limitation, any Plan participant) upon execution of a separate advisory agreement by the individual with investment authority over a subaccount. 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 (or for the benefit of some or all of the Plan's participants, if applicable) is appropriate.

J. If you have provided one or more Trusted Contact(s) in the Trusted Contact Authorization section of this application, the information provided will be confirmed to you in writing. You understand and agree that your Trusted Contact(s) must be 18 years of age or older. **You further acknowledge that the Trusted Contact Authorization does not constitute a trading authorization or power of attorney and does not authorize your Trusted Contact(s) to make any decisions on your behalf regarding your account(s), including, but not limited to, making changes to your beneficiary designations.** You further understand and agree that we may, but generally are not obligated to, contact your Trusted Contact(s) and disclose information about you and/or your account(s) in order to address possible financial exploitation, confirm the specifics of your current contact information, health status, and/or the identity of any legal guardian, executor, trustee or holder of a power of attorney or as otherwise permitted by the Rules of FINRA. If you have not provided a Trusted Contact, or your named Trusted Contact cannot be contacted, you further understand and agree that, consistent with applicable law, rule or regulation, in order to address potential fraud/financial exploitation or your apparent lack of capacity, we may, but generally are not obligated to, contact any party reasonably associated with you. You may add, remove and/or change any or all of your Trusted Contact(s) at any time by contacting the Morgan Stanley team servicing your account(s). You acknowledge and agree that we will rely on your agreement to promptly notify us of any changes to your Trusted Contact(s). **Morgan Stanley does <u>not</u> recommend naming as your Trusted Contact(s) a registered owner of the account (e.g., a joint account holder or yourself), a member of your Morgan Stanley team or someone who is already authorized to transact business on your account(s).**

K. You represent that you are fully capable of understanding the English language. You agree that English is the governing language for all of your accounts as well as all agreements, documents and services provided by Morgan Stanley. You understand that we will rely on this as a material representation in agreeing to open and maintain your account(s). If necessary, you agree to consult your own independent professional to assist you in understanding any material provided to you. If any document, communication or other material is provided to you by Morgan Stanley in a language other than English, you agree that such material is meant as a courtesy translation and is not binding.

L. Unless you have opted out by contacting a member of the Morgan Stanley team servicing your account, your account(s) is automatically enrolled in the Morgan Stanley Class Action Service and you agree to be bound by the Class Action Service Terms and Conditions available at https://www.morganstanley.com/content/dam/msdotcom/en/assets/pdfs/Class_Action_Service.pdf.

M. If you, or any other account owner, or authorized person on your account(s) is, or has been, a "Politically Exposed Person" ("PEP")[5], or is a corporation, business or entity that is closely aligned with a PEP such that it is subject to due diligence as a PEP ("PEP Entity")[6], you confirm that you have disclosed this fact to Morgan Stanley and have provided the necessary information required by law to open and/or to service your account(s). You also agree that if you, or, any other account owner or authorized person on your account(s) is, has been, or becomes a Sanctioned Person, you will immediately notify Morgan Stanley. Further, you agree that you will not use your account(s), or permit your account(s) to be used, for any transactions (i) with, involving or for the benefit of, any Sanctioned Person (excluding legally permissible transactions in debt or equity issued by an entity designated on OFAC's Sectoral Sanctions Indentifications List), or (ii) in any other manner that would cause either you or Morgan Stanley to violate any Sanctions.[7] You further represent that none of the assets deposited or delivered to your account(s) at Morgan Stanley constitute the property of a Sanctioned Person or were, to the best of your knowledge, derived from any activity that would violate Sanctions or any applicable anti-money laundering or anti-corruption laws or regulations.

N. Unless you have advised us to the contrary by checking the box in the Person Associated with a Broker-Dealer or Employed by FINRA or Another SRO Acknowledgment section of this application ("Broker-Dealer Acknowledgment"), none of the categories set forth in that section apply to you. You agree to immediately advise us in writing if this representation is no longer accurate. If you have notified us by checking the box that on of the categories in the Broker-Dealer Acknowledgment section applies to you, you understand and agree that, pursuant to FINRA Rules, as requested by the broker-dealer or SRO you identified, or as required by FINRA, you authorize Morgan Stanley to send duplicate copies of statements and if required, confirmations, or an electronic feed of the transactional data contained therein, related to your Morgan Stanley account(s) (unless you are not required to provide such information). You further understand and agree that Morgan Stanley will continue to provide such information until you or the broker-dealer, FINRA or SRO notify(ies) Morgan Stanley in writing that you or the person associated with that broker-dealer or employed by FINRA or another SRO is no longer so associated or employed.

O. You represent that you will not engage in prohibited internet gambling transactions involving your account(s), that you are in compliance with all applicable state, federal or tribal lands' internet gaming and gambling laws, including the Unlawful Internet Gambling Enforcement Act of 2006, and you will advise Morgan Stanley immediately in writing if either of the foregoing representations is no longer accurate. You will use your account(s) solely for lawful purposes and will comply with all applicable laws, regulations and rules including, but not limited to, taxation, exchange and capital controls, and reporting and filing requirements.

P. Morgan Stanley and its affiliates may share your United States tax certifications (including, without limitation, Form W-8 or W-9), along with any related or supporting documentation, across your accounts and with affiliated entities, where applicable. You can change this authorization by contacting a member of the Morgan Stanley team servicing your account(s).

Q. Additional certifications for clients who are not U.S. Persons:[8]

By either signing below or attesting through forms of electronic attestation acceptable to Morgan Stanley, you certify that:

(1) You are not a U.S. Person. You affirm, as applicable, that any photocopies of a passport or national identity card provided to Morgan Stanley by you or any individual related to your account(s) are current, true and accurate. You agree to notify Morgan Stanley immediately in the event you become a U.S. Person.

(2) You have specifically requested investment services from Morgan Stanley on your own volition and you have requested that Morgan Stanley provide advice to you on a continuing basis.

[5] A Politically Exposed Person or PEP is a current or former prominent public figure, an immediate family member of a prominent public figure, or a known close associate to a prominent public figure. A prominent public figure is a natural person currently or formerly entrusted with a senior public role or function (e.g., a senior official in the executive, legislative, military, administrative, or judicial branches of government). Immediate family members include the spouse/partner, parent, grandparent, sibling, child, step-child, or in-law of the prominent public figure. Known close associates include those individuals that are widely and publicly known to maintain a close relationship to the prominent public figure and can include anyone in any capacity, such as distant relatives, advisors, employees, and business representatives/agents.

[6] A PEP Entity is any corporation, business or other entity that (1) has a prominent public figure that is a beneficial owner; or (2) has a key controller who is a prominent public figure (i.e., the prominent public figure exercises actual or effective control over the entity).

[7] "Sanctions" means economic or financial sanctions or restrictive measures or trade embargoes imposed, administered or enforced from time to time by any of the following sanctions authorities: the U.S. government (including without limitation the Office of Foreign Assets Control (OFAC) of the U.S. Department of the Treasury and the U.S. Department of State), the United Nations Security Council, and the European Union or any EU member state and the Office of Financial Sanctions Implementation (OFSI) of His Majesty's Treasury of the United Kingdom. "Sanctioned Person" means, at any time, (a) any government, entity, organization or individual (each a "Person") that is the target of any Sanctions, including Persons listed in any Sanctions-related list of designated sanctions targets maintained or administered by any of the above-mentioned sanctions authorities, (b) any Person operating, organized or resident in a Sanctioned Country or (c) any Person owned or controlled by any such Person. "Sanctioned Country" means, at any time, a country or territory which is the subject or target of any comprehensive territorial Sanctions.

[8] A "U.S. Person" means any U.S. person as defined in Regulation S under the U.S. Securities Act of 1933, as amended.

Client Acknowledgement

Morgan Stanley and its affiliates may share your United States tax certifications (including, without limitation, IRS Form W-8 or W-9), along with any related or supporting documentation, across your accounts and with affiliated entities, where applicable. You can change this authorization by contacting a member of the Morgan Stanley team servicing your account(s).

Please note that the tax certification below and the representations contained therein apply to the Plan's Trust and its taxpayer identification number, and not the Plan Sponsor or Trustee and their taxpayer identification numbers. If the Plan's Trust is 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

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

Under penalties of perjury, You certify that:

1. The number 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. citizen or other U.S. person (as defined below); and
4. The FATCA code(s) entered on this form (if any) indicating exemption from FATCA reporting is correct.

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 returns.

Your Accounts at Morgan Stanley are governed by a predispute arbitration clause (starting on page 38, Section 15 of the attached Client 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.

TRUSTEE/OTHER NAMED FIDUCIARY (PRINT NAME)

SIGNATURE (SIGN IN THE BOX)

DATE (MM/DD/YYYY)

TRUSTEE/OTHER NAMED FIDUCIARY (PRINT NAME)

SIGNATURE (SIGN IN THE BOX)

DATE (MM/DD/YYYY)

TRUSTEE/OTHER NAMED FIDUCIARY (PRINT NAME)

SIGNATURE (SIGN IN THE BOX)

DATE (MM/DD/YYYY)

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DATE (MM/DD/YYYY)

TRUSTEE/OTHER NAMED FIDUCIARY (PRINT NAME)

SIGNATURE (SIGN IN THE BOX)

DATE (MM/DD/YYYY)

TRUSTEE/OTHER NAMED FIDUCIARY (PRINT NAME)

SIGNATURE (SIGN IN THE BOX)

DATE (MM/DD/YYYY)

NAME OF PLAN SPONSOR

PRINT NAME AND TITLE OF AUTHORIZED PLAN SPONSOR REPRESENTATIVE

SIGNATURE OF AUTHORIZED PLAN SPONSOR REPRESENTATIVE (SIGN IN THE BOX)

DATE (MM/DD/YYYY)

For purposes of this tax certification, definition of a U.S. person is:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

17. Successor Trustee Representations and Signatures

By signing below, the Successor Trustees named in Section 5 above hereby (a) acknowledge and agree to Section 12 above, (b) acknowledge and agree that they may be required to execute a document containing information, disclosures and representations similar to those set forth in this document and/or provide adequate proof of appointment prior to assuming control over the Account if and when such circumstances arise, and **(c) understand that the involved Account are governed by a predispute arbitration clause (starting on page 38, Section 15 of the attached Client 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.**

SUCCESSOR TRUSTEE (PRINT NAME)

SUCCESSOR TRUSTEE'S SIGNATURE (SIGN IN THE BOX) | DATE (MM/DD/YYYY)

SUCCESSOR TRUSTEE (PRINT NAME)

SUCCESSOR TRUSTEE'S SIGNATURE (SIGN IN THE BOX) | DATE (MM/DD/YYYY)

SUCCESSOR TRUSTEE (PRINT NAME)

SUCCESSOR TRUSTEE'S SIGNATURE (SIGN IN THE BOX) | DATE (MM/DD/YYYY)

SUCCESSOR TRUSTEE (PRINT NAME)

SUCCESSOR TRUSTEE'S SIGNATURE (SIGN IN THE BOX) | DATE (MM/DD/YYYY)

SUCCESSOR TRUSTEE (PRINT NAME)

SUCCESSOR TRUSTEE'S SIGNATURE (SIGN IN THE BOX) | DATE (MM/DD/YYYY)

SUCCESSOR TRUSTEE (PRINT NAME)

SUCCESSOR TRUSTEE'S SIGNATURE (SIGN IN THE BOX) | DATE (MM/DD/YYYY)

The Retirement Plan Manager ("RPM") 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.

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Morgan Stanley

Retirement Plan Manager Account Subaccount Establishment Form

NAME OF PLAN | PLAN SPONSOR EMPLOYER IDENTIFICATION NUMBER | RPM PLAN ACCOUNT NUMBER | PAN NUMBER

Instructions

This form is to be used to establish subaccounts under your Retirement Plan Manager ("RPM") Account Application and Agreement. This form must be used each time you add a new subaccount to an existing RPM Plan. Check one box per subaccount to reflect the purpose of the subaccount and who is authorized to provide investment instructions. You should refer to your RPM Account Application and Agreement for more information on the terms used herein.

For Internal Use Only

Branch No. | Account Number | FA/PWA No.

PAN Account No.

P A N

Subaccount 1 (Check one box):

☐ **Subaccount is for a participant (investment direction is provided by the participant)**

Participant Information:

FIRST AND LAST NAME | SOCIAL SECURITY NUMBER | DATE OF BIRTH (MM/DD/YYYY)

ADDRESS, CITY, STATE AND ZIP | TELEPHONE NUMBER

☐ **Subaccount is for a pooled account directed by the Trustee or Other Named Fiduciary**

Other Named Fiduciaries may be designated for specific subaccounts. Morgan Stanley is authorized to accept investment orders from the Other Named Fiduciary named below for this subaccount. Investment managers that will manage investments on this subaccount can be designated below as an Other Named Fiduciary. Other Named Fiduciaries that manage investments for the entire Plan must be named on the RPM Account Application and Agreement. Please note, only Trustees can provide withdrawal instructions.

Other Named Fiduciary Information (add the information below only if the subaccount is not directed by the Trustee or if the Other Named Fiduciary has not been appointed for the Plan on the RPM Account Application and Agreement):

OTHER NAMED FIDUCIARY NAME | NAME OF OTHER NAMED FIDUCIARY CONTACT (IF ENTITY)

OTHER NAMED FIDUCIARY TAX IDENTIFICATION NUMBER (IF APPLICABLE)

IF OTHER NAMED FIDUCIARY IS AN INDIVIDUAL, PLEASE ALSO PROVIDE:

DATE OF BIRTH (MM/DD/YYYY) | SOCIAL SECURITY NUMBER

☐ **Subaccount is Trustee directed for the benefit of a participant (subaccount is for an individual participant where investment direction is provided by the Trustee)**

Participant Information:

FIRST AND LAST NAME | SOCIAL SECURITY NUMBER

☐ **Subaccount is for forfeiture assets**

Subaccount 2 (Check one box):

For Internal Use Only
Branch No. | Account Number | FA/PWA No.
PAN Account No.
P A N

☐ **Subaccount is for a participant (investment direction is provided by the participant)**

Participant Information:

FIRST AND LAST NAME | SOCIAL SECURITY NUMBER | DATE OF BIRTH (MM/DD/YYYY)

ADDRESS, CITY, STATE AND ZIP | TELEPHONE NUMBER

☐ **Subaccount is for a pooled account directed by the Trustee or Other Named Fiduciary**

Other Named Fiduciaries may be designated for specific subaccounts. Morgan Stanley is authorized to accept investment orders from the Other Named Fiduciary named below for this subaccount. Investment managers that will manage investments on this subaccount can be designated below as an Other Named Fiduciary. Other Named Fiduciaries that manage investments for the entire Plan must be named on the RPM Account Application and Agreement. Please note, only Trustees can provide withdrawal instructions.

Other Named Fiduciary Information (add the information below only if the subaccount is not directed by the Trustee or if the Other Named Fiduciary has not been appointed for the Plan on the RPM Account Application and Agreement):

OTHER NAMED FIDUCIARY NAME | NAME OF OTHER NAMED FIDUCIARY CONTACT (IF ENTITY)

OTHER NAMED FIDUCIARY TAX IDENTIFICATION NUMBER (IF APPLICABLE)

IF OTHER NAMED FIDUCIARY IS AN INDIVIDUAL, PLEASE ALSO PROVIDE:

DATE OF BIRTH (MM/DD/YYYY) | SOCIAL SECURITY NUMBER

☐ **Subaccount is Trustee directed for the benefit of a participant (subaccount is for an individual participant where investment direction is provided by the Trustee)**

Participant Information:

FIRST AND LAST NAME | SOCIAL SECURITY NUMBER

☐ **Subaccount is for forfeiture assets**

Subaccount 3 (Check one box):

For Internal Use Only
Branch No. | Account Number | FA/PWA No.
PAN Account No.
P A N

☐ **Subaccount is for a participant (investment direction is provided by the participant)**

Participant Information:

FIRST AND LAST NAME | SOCIAL SECURITY NUMBER | DATE OF BIRTH (MM/DD/YYYY)

ADDRESS, CITY, STATE AND ZIP | TELEPHONE NUMBER

☐ **Subaccount is for a pooled account directed by the Trustee or Other Named Fiduciary**

Other Named Fiduciaries may be designated for specific subaccounts. Morgan Stanley is authorized to accept investment orders from the Other Named Fiduciary named below for this subaccount. Investment managers that will manage investments on this subaccount can be designated below as an Other Named Fiduciary. Other Named Fiduciaries that manage investments for the entire Plan must be named on the RPM Account Application and Agreement. Please note, only Trustees can provide withdrawal instructions.

Other Named Fiduciary Information (add the information below only if the subaccount is not directed by the Trustee or if the Other Named Fiduciary has not been appointed for the Plan on the RPM Account Application and Agreement):

OTHER NAMED FIDUCIARY NAME

NAME OF OTHER NAMED FIDUCIARY CONTACT (IF ENTITY)

OTHER NAMED FIDUCIARY TAX IDENTIFICATION NUMBER (IF APPLICABLE)

IF OTHER NAMED FIDUCIARY IS AN INDIVIDUAL, PLEASE ALSO PROVIDE:

DATE OF BIRTH (MM/DD/YYYY)

SOCIAL SECURITY NUMBER

☐ **Subaccount is Trustee directed for the benefit of a participant (subaccount is for an individual participant where investment direction is provided by the Trustee)**

Participant Information:

FIRST AND LAST NAME

SOCIAL SECURITY NUMBER

☐ **Subaccount is for forfeiture assets**

Authorized Signatures

The undersigned hereby authorize us to open up subaccounts pursuant to the provisions of the RPM 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 Other Named Fiduciaries (including those Other Named Fiduciaries listed on this form) or which may arise from continued reliance on the information set forth in this form and/or the RPM Account Application and Agreement. Additionally, the subaccounts (including those Other Named Fiduciaries listed on this form) hereby agree to be bound by and are subject to the terms of the RPM Account Application and Agreement.

TRUSTEE (PRINT NAME)

TRUSTEE'S SIGNATURE (SIGN IN THE BOX)

DATE (MM/DD/YYYY)

TRUSTEE (PRINT NAME)

TRUSTEE'S SIGNATURE (SIGN IN THE BOX)

DATE (MM/DD/YYYY)

TRUSTEE (PRINT NAME)

TRUSTEE'S SIGNATURE (SIGN IN THE BOX)

DATE (MM/DD/YYYY)

TRUSTEE (PRINT NAME)

TRUSTEE'S SIGNATURE (SIGN IN THE BOX)

DATE (MM/DD/YYYY)

TRUSTEE (PRINT NAME)

TRUSTEE'S SIGNATURE (SIGN IN THE BOX)

DATE (MM/DD/YYYY)

Other Named Fiduciaries who are authorized to provide investment orders only on specific subaccounts listed herein must sign below.

OTHER NAMED FIDUCIARY NAME (PRINT NAME)

SIGNATURE (SIGN IN THE BOX)

DATE (MM/DD/YYYY)

OTHER NAMED FIDUCIARY NAME (PRINT NAME)

SIGNATURE (SIGN IN THE BOX)

DATE (MM/DD/YYYY)

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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.

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. We encourage you to share the information below with your tax and/or legal advisors.

Plan Sponsor Responsibilities

The Plan Sponsor, who may be an employer (public or private), or an employee organization, such as a union:

- Selects, adopts and amends Plan documents and employee communications;
- Makes contributions to the Plan and remits employee contributions 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. 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 and investment options for employees;
- Compiles and forwards employee data to service providers for the Plan;
- Submits information regarding employee contributions and investment selection to service providers;
- 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 hardship withdrawals and other 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).

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;
- May provide investment education and/or the delivery of investment materials (e.g., prospectuses and investment performance information) to participants who are allowed to self-direct the investment of their accounts (such as in Internal Revenue Code section 401(k) plans);
- 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, record keeping and other Plan investment-related services; and
- Ensures that the Plan complies with all applicable fiduciary provisions of ERISA, including compliance with self-directed account rules under ERISA section 404(c), if applicable.

With respect to Plan investments that are mutual funds, the Named Fiduciary should also review Morgan Stanley's *Mutual Fund Features, 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 Features, Share Classes and Compensation,* please go to http://www.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, participants 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 and its participants that enable Trustees, participants 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.

When Morgan Stanley Smith Barney LLC, its affiliates and Morgan Stanley Financial Advisors and Private Wealth Advisors (collectively, "Morgan Stanley") provide "investment advice" regarding a retirement or welfare benefit plan account, an individual retirement account or a Coverdell education savings account ("Retirement Account"), Morgan Stanley is a "fiduciary" as those terms are defined under the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and/or the Internal Revenue Code of 1986 (the "Code"), as applicable. When Morgan Stanley provides investment education, takes orders on an unsolicited basis or otherwise does not provide "investment advice," Morgan Stanley will not be considered a "fiduciary" under ERISA and/or the Code. For more information regarding Morgan Stanley's role with respect to a Retirement Account, please visit www.morganstanley.com/disclosures/dol. Tax laws are complex and subject to change. Morgan Stanley does not provide tax or legal advice. Individuals are encouraged to consult their tax and legal advisors (a) before establishing a Retirement Account, and (b) regarding any potential tax, ERISA and related consequences of any investments or other transactions made with respect to a Retirement Account.

Fee Schedule for Retirement Plan Manager Accounts

These account types are subject to an Annual Maintenance Fee, Termination Fee, and Account Transfer Fee as described below and at the rate specified in the Morgan Stanley Wealth Management Schedule of Miscellaneous Account and Service Fees available at https://www.morganstanley.com/wealth-relationshipwithms/pdfs/account_and_service_fees.pdf.

*Subaccounts enrolled in eDelivery of all eligible documents (excluding tax documents) for every account within the Account Linked Group (as described in Sections 10 and 11) will receive a discounted annual maintenance fee. More information regarding eDelivery is available in the Important New Account Information booklet. For additional information on fees, see the Schedule of Miscellaneous Account and Service Fees available at **http://www.morganstanley.com/wealth-relationshipwithms/pdfs/account_and_service_fees.pdf.**

Annual Maintenance Fee

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 fee is 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 annual account maintenance 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 annual account maintenance fee directly debited from eligible Plan subaccounts. When the annual account maintenance fee is directly debited, the fee will be equalized across all eligible subaccounts of the plan. 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 RPM Account Application and Agreement.

Account Transfer Fee

Account transfer fee applies to outgoing transfers including outgoing Automated Customer Account Transfer Service ("ACATS") transfers, available at https://www.morganstanley.com/wealth-relationshipwithms/pdfs/account_and_service_fees.pdf.

Account Termination Fee

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. Additional fee details are available at https://www.morganstanley.com/wealth-relationshipwithms/pdfs/account_and_service_fees.pdf.

These fees are in addition to normal brokerage commissions, fees and other transaction-related expenses. 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 absolute 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 RPM Account Application and Agreement.

Morgan Stanley

Branch No.	Account No.	FA/PWA No.

PAN Account No.
P A N

Retirement Plan Manager ("RPM") Fee Payment Election Form

PLAN NAME

RPM Fee Payment: Morgan Stanley provides you a choice of three payment options for your RPM Account annual maintenance fee. In order for your election to be effective for the current billing cycle, this form must be returned thirty (30) days prior to the fee billing date. This election will generally remain in effect in subsequent years until it is changed in writing by the Plan Sponsor or Trustee.

Payment Options *(select one)*

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

Non-Retirement Account to Be Debited

FROM ACCOUNT NAME (PRINT NAME)

FROM ACCOUNT NUMBER

SIGNATURE OF NON-RETIREMENT ACCOUNT OWNER (SIGN IN THE BOX)

DATE (MM/DD/YYYY)

JOINT SIGNATURE (FOR JOINT ACCOUNTS) (SIGN IN THE BOX)

DATE (MM/DD/YYYY)

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

The RPM annual maintenance fee for each subaccount is set forth in the Fee Schedule for RPM accounts, which may be modified or supplemented from time to time.

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 (SIGN IN THE BOX)

DATE (MM/DD/YYYY)

PRINT NAME

When Morgan Stanley Smith Barney LLC, its affiliates and Morgan Stanley Financial Advisors and Private Wealth Advisors (collectively, "Morgan Stanley") provide "investment advice" regarding a retirement or welfare benefit plan account, an individual retirement account or a Coverdell education savings account ("Retirement Account"), Morgan Stanley is a "fiduciary" as those terms are defined under the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and/or the Internal Revenue Code of 1986 (the "Code"), as applicable. When Morgan Stanley provides investment education, takes orders on an unsolicited basis or otherwise does not provide "investment advice," Morgan Stanley will not be considered a "fiduciary" under ERISA and/or the Code. For more information regarding Morgan Stanley's role with respect to a Retirement Account, please visit www.morganstanley.com/disclosures/dol. Tax laws are complex and subject to change. Morgan Stanley does not provide tax or legal advice. Individuals are encouraged to consult their tax and legal advisors (a) before establishing a Retirement Account, and (b) regarding any potential tax, ERISA and related consequences of any investments or other transactions made with respect to a Retirement Account.

Summary of the Bank Deposit Program

Through the Bank Deposit Program ("BDP" or the " Program"), free credit balances are automatically deposited, or "swept" into (i) interest-bearing FDIC-insured deposit accounts ("Deposit Accounts") established for you by, and in the name of, Morgan Stanley Smith Barney LLC as agent and custodian, 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 "Morgan Stanley Sweep Banks"), and (ii) for applicable cash balances in the highest interest rate tier, a Sweep Fund (as defined below). Certain non-affiliated banks, each an FDIC member ("Program Bank(s)" and collectively with the Morgan Stanley Sweep Banks, the "Sweep Bank(s)") are part of the Program to provide funding value benefits to Morgan Stanley. The Deposit Accounts at each Sweep Bank consist of a demand deposit ("DDA") account. Your monthly Account statement will reflect your balances in each Sweep Bank and if applicable, the Sweep Fund.

The Deposit Limit will be computed on a daily basis for the Morgan Stanley Sweep Banks to be the lesser of $245,000 or the difference of $245,000 and the total of any other deposits held in the same FDIC account ownership category at the respective Morgan Stanley Sweep Bank for all accounts except jointly held accounts. Any other deposits include positions in the Morgan Stanley savings programs, GlobalCurrency, CDs, checking accounts and savings accounts at MSPBNA. The Deposit Limit will continue to be $490,000 for Accounts held jointly by two or more persons or entities. Deposit Limits including those with the Program Banks are set slightly below the FDIC insurance thresholds to allow for accrued interest on the Deposit Accounts.

The Primary Sweep Bank is the Morgan Stanley Sweep Bank where your deposits will first be made. Either MSBNA or MSPBNA will be your Primary Sweep Bank, and you will receive notice of the then-current order of the Sweep Bank upon the first deposit into the Program. Morgan Stanley may change which of your Sweep Banks is Primary versus Secondary Sweep Bank. If a change is made, we may transfer funds between the Morgan Stanley Sweep Banks in order to reallocate your deposits. Your monthly account statement will reflect your balance in each Sweep Bank. Morgan Stanley will notify you with a written notice at least 30 calendar days prior to any material change to the Program such as changes to the Deposit Maximum or the Sweep Fund.

Deposits will first be made to your Deposit Accounts at the Primary Sweep Bank up to the Deposit Limit, then to the other Sweep Bank ("Secondary Sweep Bank") up to the Deposit Limit. If your funds exceed the Deposit Limit at both the Primary and Secondary Sweep Banks, deposits may sweep to one or more Program Banks, each up to the Deposit Limit. If any or all your deposits are not selected for the Program Banks as outlined in the "Eligibility and Computation for Deposits to Be Sent to Program Banks" section of the BDP Disclosure Statement, on any given day, your deposits that exceed the Deposit Limit at the Secondary Sweep Bank will sweep to the Primary Sweep Bank, up to the Deposit Maximum, even if the amounts in the Deposit Accounts at the Primary Sweep Bank exceed the Maximum Applicable Insurance Limit.

Once the deposited funds reach the Deposit Maximum, any additional free credit balances will be swept, without limit, to the applicable money market mutual fund ("Sweep Fund") for eligible accounts. If your Account is eligible, your Sweep Fund available for your Account is the Morgan Stanley Institutional Liquidity Funds Government Securities Portfolio (symbol MGPXX). The Deposit Maximum and the Sweep Fund are subject to change with prior notice to you from Morgan Stanley. A prospectus that sets forth the investment risks and other important information about the Sweep Fund will be mailed to you upon the first deposit into the Sweep Fund. Please also see the SIPC Coverage section below.

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

Not withstanding the above, for accounts with a Sweep Fund, all withdrawals necessary to satisfy debits from your Account will be made by Morgan Stanley, as your agent, first from your Sweep Fund. If there are not enough funds in your Sweep Fund to satisfy debits or charges in your Account, Morgan Stanley, as your agent, will then make the necessary withdrawals from your DDA account at a Sweep Bank as described above.

You may contact us to exclude your deposits from being swept to any of the Sweep Banks, or the Sweep Fund.

INTEREST RATES GENERALLY

Interest rates on the Deposit Accounts are variable. Morgan Stanley and the Morgan Stanley Sweep Banks reserve the right to change the methodology used to determine the interest rates in their sole discretion and without prior notice to you. The Morgan Stanley Sweep Banks generally set the rates on a weekly basis, but may set the rates more or less frequently. 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, as described below.

Interest rates on Deposit Accounts will be tiered ("Tiered Rates") based upon the value of Total Deposit Balances in your BDP Pricing Group. Total Deposit Balances is the value of all deposits in the Bank Deposit Program across all accounts in your BDP Pricing Group. A BDP Pricing Group is a group of accounts within a household that have 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.

To review current interest rates and tiers, please visit https://www.morganstanley.com/wealth-general/ratemonitor and for the BDP Disclosure Statement, please visit https://www.morganstanley.com/content/dam/msdotcom/en/wealth-disclosures/pdfs/BDP_disclosure.pdf.

The current yield paid by the Sweep Fund will be among the factors used to determine the rate for the highest interest rate tier.

FEE TO MORGAN STANLEY

The Morgan Stanley Sweep Banks will pay Morgan Stanley an annual account-based flat fee for the services performed by Morgan Stanley with respect to the Program. The amount of the fee received by Morgan Stanley may affect the interest rate paid by the Sweep Banks 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.

Our affiliate, Morgan Stanley Investment Management ("MSIM"), serves and receives compensation as the investment adviser to the money market funds that are available as part of BDP or as an alternative if you are not eligible for BDP. We also receive compensation from these funds at rates that are set by the funds' prospectuses and currently range, depending on the program in which you invest, from 0.10% per year ($10 per $10,000 of assets) to 0.25% per year ($25 per $10,000 of assets) of the total money market sweep fund assets held by our clients. Please review your sweep money market fund's prospectus to learn more about the compensation we receive from such funds.

CONFLICTS OF INTEREST AND OTHER BENEFITS

Morgan Stanley, the Morgan Stanley Sweep Banks and their affiliates may receive other financial benefits in connection with the BDP. The Morgan Stanley 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 Morgan Stanley 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 Morgan Stanley Sweep Banks with a stable, cost-effective source of lendable funds. Morgan Stanley has added Program Banks to the Program in order to maximize the funding value of the deposits in the Program for the Morgan Stanley Sweep Banks. On any given day, you may have deposits that are swept to a Program Bank depending on the funding value considerations of the Morgan Stanley Banks and the capacity of the depository networks that allocate deposits to the Program Banks. In addition to the benefits to the Morgan Stanley Banks, you may also benefit from having deposits sweep to the Program Banks, by receiving FDIC insurance on deposit amounts that would otherwise be uninsured.

We have a conflict of interest to only utilize affiliated money market funds in BDP or as an alternative for clients that are not eligible for BDP, and those affiliated funds and share classes that pay us more compensation than other funds and share classes. You should understand these costs because they decrease the return on your investment. In addition, we intend to receive revenue sharing payments from MSIM in the event a sweep fund waives its fees in a manner that reduces the compensation that we would otherwise receive.

Under certain circumstances, all or a portion of the compensation we receive from MSIM and/or the sweep funds is paid to your Financial Advisor/Private Wealth Advisor based upon Morgan Stanley's standard compensation formulas. Morgan Stanley either rebates to clients or does not receive compensation on sweep money market fund positions held by clients in our fee-based advisory account programs. Please ask your Morgan Stanley Team if you have additional questions.

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 FDIC account ownership category (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, another broker or depository network), 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 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.

SIPC COVERAGE

Money market funds and uninvested cash are covered by the Securities Investor Protection Corporation (SIPC). SIPC is a federal mandated US nonprofit corporation that protects customer assets from financial loss in the event a broker-dealer becomes insolvent.

SIPC covers securities that we hold in custody (stocks, bonds, notes) up to $500,000 per client capacity (e.g., individual, joint) of which $250,000 may be cash. Money market funds receive SIPC coverage as securities, not as cash. Funds in the BDP are covered by FDIC insurance, not SIPC. Additional information about SIPC is available at www.sipc.org.

In addition to this SIPC protection, Morgan Stanley has purchased, at no cost to clients, a supplemental insurance policy through certain underwriters at Lloyd's of London and various insurance companies. In the unlikely event that client assets are not fully recovered and SIPC protection limits have been paid, this additional coverage would be available to provide protection above the SIPC limits. This coverage is subject to an aggregate firmwide cap of $1 billion, with no per-client limit for securities and a $1.9 million per client limit for the cash portion of any remaining shortfall.

SIPC and Excess of SIPC protection do not insure against losses due to market fluctuations or other losses that are not related to claims due to the insolvency of Morgan Stanley. SIPC and Excess of SIPC protection are applied per customer for all Accounts designated in the same capacity. Clients may obtain a more complete and definitive description of SIPC protection by visiting www.sipc.org.

You could lose money by investing in a money market fund. Depending upon the type of money market fund in which you invest, a fee may be imposed upon the sale of your shares or the Fund may temporarily suspend your ability to sell shares if the Fund's liquidity falls below required minimums because of market conditions or other factors. An investment in the Fund is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. The Fund's sponsor has no legal obligation to provide financial support to the Fund, and you should not expect that the sponsor will provide financial support to the Fund at any time. You may also obtain a prospectus from us or from Morgan Stanley Investment Management at https://www.morganstanley.com/im/en-us/financial-advisor/product-and-performance/liquidity-funds/liquidity/government-securities.shareClass.PT.html. Please read the prospectus carefully before investing or sending money.

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Morgan Stanley

Client Agreement*

In the following agreement, the words "we," "us," "our," "Morgan Stanley" and "Morgan Stanley Wealth Management" refer to Morgan Stanley Smith Barney LLC. The words "you,"[1] "your," "yours" and "client" refer to the account owner(s) and/or authorized person(s).

In consideration of Morgan Stanley opening, maintaining or servicing an account or multiple accounts on your behalf, it is agreed that, unless otherwise noted, the terms and conditions of this Client Agreement (the "Agreement") apply to all such accounts that you, in all capacities, open or maintain now or in the future with or through Morgan Stanley or its direct or indirect subsidiaries and affiliates.[2]

The provisions of this Agreement shall be continuous. Your heirs, executors, administrators, assigns, beneficiaries and 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, this Agreement is governed by the laws of the State of New York (and, with respect to IRAs, CESAs, qualified retirement and welfare benefit plan accounts, the provisions of the U.S. Internal Revenue Code of 1986, as amended, or any successor tax statutes (the "Code"), and, to the extent applicable, the Employee Retirement Income Security Act ("ERISA")) without giving effect to principles of conflict of laws. If any provision of this Agreement becomes inconsistent with any applicable current or future law, regulation or rule, that provision will be deemed changed to conform to any such law, regulation or rule and all other provisions of this Agreement will remain in effect and unchanged. 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, or rendering such provision ineffective in any other jurisdiction.

Unless otherwise required by applicable law, regulation or rule and except as set forth in this Agreement and/or in other disclosures provided to you, you agree that 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 any continued course of conduct on our part, shall not operate as a waiver of such power or right, nor shall any single or partial exercise of any power or right preclude any further exercise of such power or right, notwithstanding any verbal representations to the contrary made by any of our personnel or representatives. 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.

No provision of this Agreement can be amended or waived by you unless in writing and signed by an individual authorized to sign on behalf of Morgan Stanley.

Morgan Stanley may amend, supplement, modify or rescind any and all provisions of this Agreement, and unless such changes are adverse to you or notice is required by applicable law, regulation or rule or other agreements governing your account(s), such changes will take effect without notice to you. If, however, such changes are adverse to you, we will provide you with no less than 30 days[3] written notice before such changes take effect. Notwithstanding the foregoing, we may make changes to this Agreement that immediately become effective where we are required to do so by law, regulation or rule or in any other circumstances that would prevent us from providing prior notice to you. If you continue to maintain your account(s) with Morgan Stanley after such notice, you will be deemed to have accepted such changes. Subject to the requirements of applicable law, regulation or rule, 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, signed consent of Morgan Stanley.

We may decline to offer you any services or cancel existing services available under this Agreement in our discretion without notice to you consistent with the requirements of applicable law, regulation or rule or other agreements applicable to your account.

As used in this Agreement, the term property ("Property") includes, but is not limited to, investment property, securities accounts, commodities accounts, futures accounts, foreign exchange accounts, securities of all kinds, securities entitlements, money, foreign currencies, savings deposits, certificates of deposit, bankers' acceptances, commercial paper, options, options on futures contracts, commodities and contracts for future delivery or options on contracts for future delivery of commodities or relating to commodities or relating to any other underlier, 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.

You represent that you understand the English language. You agree that English is the governing language for all of your accounts as well as all documents and services provided by Morgan Stanley. You understand that

* The Client Agreement is applicable to Active Assets Accounts®, investment advisory accounts and Individual Retirement Accounts ("IRA" including Traditional/Rollover/Roth/Inherited), Simplified Employee Pension (SEP), Salary Reduction Simplified Employee Pension Plan (SAR-SEP) and Savings Investment Match Plan for Employees Individual Retirement Accounts (SIMPLE IRAs), Coverdell Education Savings Account (CESA), Trust Accounts, certain qualified retirement and welfare benefit plan accounts, and Equity Plan Accounts.

[1] Note that in the case of a Morgan Stanley IRA, "you" refers to the beneficial owner of an account custodied by Morgan Stanley or an affiliate or, in the case of a Morgan Stanley CESA, the individuals that may be associated with the CESA account (such as the "Contributor" to the account, the designated beneficiary or the applicable "Responsible Individual," as the case may be, each as defined in the CESA document). In the case of any other qualified retirement or welfare benefit plan account or an IRA account for which Morgan Stanley or an affiliate is not the custodian, "you" refers to the "Plan Sponsor," the "Plan Trustee," or the "Authorized Individual," or the "Non-Affiliated IRA Custodian" as the case may be, each as defined in the applicable account application and agreement.

[2] The term affiliates includes, but is not limited to, Morgan Stanley & Co. LLC, Morgan Stanley Bank, N.A. and Morgan Stanley Private Bank, National Association and Morgan Stanley Investment Management Inc.

[3] Unless specifically noted as business days, the term "days" refers to calendar days.

we will rely on this representation as a material representation in agreeing to open and maintain your account(s). If necessary, you agree to consult with an independent professional to assist you in understanding any material provided to you. If any document, communication or other material provided to you by Morgan Stanley is in a language other than English, you agree that such material is meant as a courtesy translation only and is not binding.

By communicating with Morgan Stanley by phone, you consent to the electronic recording, without notification, of any or all telephone conversations with Morgan Stanley, to the extent permissible under applicable law, regulation or rule. Further you consent to the use of any such recording as evidence in any action or proceeding arising out of this Agreement, and to Morgan Stanley's erasure of any recording, in our discretion, as part of our regular procedure for the handling of recordings. Unless otherwise agreed to in writing, Morgan Stanley does not consent to the recording of telephone conversations by you or any third party.

You acknowledge that bank deposits purchased through Morgan Stanley at Federal Deposit Insurance Corporation ("FDIC") member institutions (including, for example, savings deposits, Bank Deposit Program deposits, certificates of deposit and Global Currency deposits) are insured by the FDIC up to applicable limits and that all other investment products are not FDIC insured, are not a deposit or other obligation of a depository institution, and are not guaranteed by a depository institution. You further understand that all other investment products are subject to investment risks, including the possible loss of the entire principal amount invested.

You understand and agree that Morgan Stanley may use your verifiable electronic signature on any written instruction or authorization, including, but not limited to, the account application, this Agreement or any other agreement, as a true, complete, valid, authentic and enforceable record, admissible in any judicial, administrative, or arbitration proceeding. You agree not to contest the admissibility or the enforceability of any document with your verifiable electronic signature in any proceeding between you and Morgan Stanley.

You acknowledge that this Agreement may be executed in counterparts each of which shall be deemed an original and which together shall be deemed one instrument. This Agreement is in addition to, and not in lieu of, any other written and signed agreements between you and Morgan Stanley. Certain features of your account(s) may be subject to additional applications, terms and conditions and agreements that also apply to your account(s) or supplement this Agreement (including, but not limited to, the IRA and/or CESA Adoption Agreement), all of which collectively govern your relationship with Morgan Stanley. Any unsigned or verbal agreement between you and Morgan Stanley regarding any of the terms in this Agreement is null and void. In the event of an inconsistency or discrepancy between this Agreement and any other agreement or document, the following rules shall be used to resolve the inconsistency or discrepancy: if the inconsistency or discrepancy relates to the services provided under this Agreement, then the terms of this Agreement shall govern; if the inconsistency or discrepancy relates specifically to an additional service or program, then the terms of the agreement or document for that product, program or service shall govern. Notwithstanding the foregoing, any language in this Agreement or any other agreements or documents governing your account that may conflict or be inconsistent with the applicable IRA or CESA custodial agreements and plan documents, the applicable qualified retirement or welfare benefit plan account application and agreement, or the relevant Sections of the Code (including, but not limited to, Sections 408 or 4975 of the Code) and/or ERISA and the regulations thereunder, shall be interpreted to be consistent and in compliance with the IRA or CESA custodial agreements and plan documents, the applicable qualified retirement or welfare benefit plan account application and agreement and the relevant sections of the Code and/or ERISA and regulations thereunder. To the extent it is not possible to interpret such language to be consistent and compliant with such IRA and/or CESA custodial agreements and plan documents, the applicable qualified retirement or welfare benefit plan account application and agreement or the relevant sections of the Code and/or ERISA and regulations thereunder, then such language shall be of no force or effect to the extent of such inconsistency or noncompliance.

1. Communicating With You

No less frequently than quarterly, we will send you a statement of your account(s). We will also send you transaction confirmations as required by applicable law, regulation or rule. We will keep on file for you certain addresses, including a mailing address that you provide (as well as an email address, if provided), which we will use to send you written communications. We will consider any communication delivered to any of your addresses as delivered to you personally. You must notify us immediately of any change to any of your addresses. If Morgan Stanley becomes aware of a change to your mailing address through notification from the U.S. Postal Service, we may update our records accordingly, provided, however, that Morgan Stanley has no obligation to update your mailing address unless you personally notify us of an address change. If your mailing address changes and neither you nor the U.S. Postal Service notifies Morgan Stanley of such change, we will continue to send your account mailings, which contain your personal and financial information, to the mailing address we have on file for you.

You acknowledge that the rules of the Securities and Exchange Commission (the "SEC") require that certain communications be sent to you directly rather than to an agent acting on your behalf. You affirm that the mailing 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 provide instructions to link your account(s) with accounts of others, your personal and financial information may be provided to the account owners of such other account(s) as a result of your accounts 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 regulatorily mandated communications) including, but not limited to, proxies, prospectuses, other offering documentation, documents related to corporate actions, tax documents, confirmations and account statements. In consideration of Morgan Stanley accepting and acting upon your alternate mail 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, employees, affiliates and subsidiaries from any and all claims and liabilities arising from Morgan Stanley's compliance with any alternate mail instructions. Further you hereby specifically waive any claims arising from your election not to promptly review transactions posted to your account(s).

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

2. Trusted Contact Authorization

If you have provided the name and contact information for one or more trusted contact person(s) ("Trusted Contact") you understand and agree that your Trusted Contact must be 18 years of age or older. You further understand and agree that we may, but generally are not obligated to contact your Trusted Contact and disclose information about you and/or your account(s) in order to address possible financial exploitation, confirm the specifics of your current contact information, health status, and/or the identity of any legal guardian, executor, trustee or holder of a power of attorney or as otherwise permitted by the Rules of the Financial Industry Regulatory Authority ("FINRA"). If you have not provided a Trusted Contact, or your named Trusted Contact cannot be contacted, you further understand and agree that, consistent with applicable law, rule or regulation, in order to address potential fraud/financial exploitation or your apparent lack of capacity, we may, but generally are not obligated to, contact any party reasonably associated with you. You may add, remove and/or change any or all of your Trusted Contacts at any time by contacting the Morgan Stanley team servicing your account(s). You acknowledge and agree that we will rely on your agreement to promptly notify us of any changes to your Trusted Contact(s). You further acknowledge that the Trusted Contact Authorization does not constitute a trading authorization or power of attorney and does not authorize your Trusted Contact(s) to make any decisions on your behalf regarding your account, including, but not limited to, making changes to your beneficiary designations.

3. Escheatment

You understand and agree that, to the extent required by applicable law, regulation or rule, the Property in your account(s) may be escheated to the appropriate jurisdiction if there has been no contact from you and no activity directed by you in your account(s) for the time period specified by the law applicable to your jurisdiction.

4. Non-Transferable Securities (not applicable to all account types)

If Morgan Stanley becomes aware that transfer agent services are no longer available for any security in your account(s), Morgan Stanley reserves the right to remove such security from your account(s). Morgan Stanley will issue you a receipt in lieu of a physical certificate as evidence of your ownership of that security. If at any time after the issuance of such receipt, Morgan Stanley becomes aware that transfer agent services have been reinstated, we will make reasonable efforts to have the security restored to your account(s), provided your account(s) has not been closed. In the event that your account(s) has been closed, we will send a letter to the last mailing address we have on file for you requesting instructions from you as to the disposition of such security. If we do not receive a timely response, the security will be considered unclaimed property and will be escheated to the state of your last known address in accordance with applicable state law. After the escheatment of any such security, you will need to contact that state to claim that security.

5. Electronic Delivery (eDelivery)

(A) eDelivery of Certain Important Disclosures (only applicable to Account Applications containing the eDelivery of Certain Important Disclosures section)

By signing this Account Application and Client Agreement, you are providing your informed and positive consent to eDelivery of certain important disclosures, including, but not limited to, our Client Relationship Summary available at https://www.morganstanley.com/formcrs and Important Account Information for Full-Service Accounts booklet available at http://www.morganstanley.com/disclosures/account-disclosures. You acknowledge that you have access to a computer that can access these disclosures (including PDF software, available free of charge at Adobe's website www.adobe.com). We recommend that you print and retain a copy of these important disclosures for your future reference. You may incur costs accessing or printing these documents (e.g., online provider fees and printing costs). We are not liable for these costs or any computer problems (including viruses) you may incur in accessing these documents.

Your consent to eDelivery of certain important disclosures remains in place until you give written notice to us that you are revoking your consent. You may also, without revoking this consent, request, at no charge, a hard copy of the important disclosures that we deliver electronically, pursuant to this consent, by contacting your Morgan Stanley team.

(B) eDelivery of all Other Eligible Documents

By checking the eDelivery box on the account application, you understand and agree that you are enrolling in eDelivery and providing your informed and positive consent to receive all other eligible eDelivery Documents electronically by providing notification to the email address you provide and to discontinue hard copy delivery of most documents relating to your account(s). Documents include, but are not limited to, general correspondence, account statements, transaction confirmations, prospectuses, performance reports, corporate action credit advices, account documentation, including your client agreements and any amendments to such agreements, the Form ADV Part 2A brochure ("ADV Brochure") and Part 2B supplement for any investment advisory program, as applicable, and all documents that may be added by us to eDelivery in the future (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, hard copies of any eDelivery Documents unless specifically requested by you. We may impose a charge for any requested hard copy.

By enrolling in eDelivery you also agree to electronic delivery of syndicate and other offering materials, including, preliminary prospectuses and other offering documentation (including, but not limited to, pricing terms where applicable) for equity initial public offerings, secondary offerings, and follow-ons, as well as new issue structured investments and new issue municipal and other fixed income securities ("Syndicate Offerings"). Participation in many Syndicate Offerings requires eDelivery enrollment. If you do not enroll in eDelivery, you may not be able to participate in certain Syndicate Offerings.

You understand and agree that after enrolling in eDelivery, and prior to our discontinuing hard copy delivery of eDelivery Documents, you will be required to consent to our eDelivery Terms and Conditions online by logging into Morgan Stanley Online. You may change your eDelivery preferences at any time by updating your eDelivery settings through Morgan Stanley Online or by contacting the Morgan Stanley team servicing your account.

After enrolling in eDelivery, and consenting to the online Terms and Conditions, you will receive eDelivery Documents electronically by accessing them on a Morgan Stanley or third-party website selected by Morgan Stanley after being notified by email that eDelivery Documents are available for your review. The email address that you provide will be used to send notifications of document availability to you for all selected accounts and document types associated with your Morgan Stanley Online username.

After enrolling in eDelivery, if you have not logged in to Morgan Stanley Online or the Morgan Stanley Mobile Application for at least 12 consecutive months, we will send you a notification and will continue to do so every month for an additional five months. If after 15 consecutive months you still have failed to log-in, we will send an additional notification in paper to the mailing address we have on file advising that if you fail to log-in over the next 90 days, we may discontinue eDelivery and revert delivery of eDelivery Documents to you in paper format. Your eDelivery settings will also be disabled. If your eDelivery settings are disabled, eDelivery settings for third parties with access to your account(s) may be impacted.

You agree that when you select a specific document type (e.g., transaction confirmations) to be electronically delivered for all of your existing linked accounts, the selected document type will be electronically delivered for any accounts you may open in the future that are linked to your existing accounts.

If at any time we are unable to deliver email notifications to the email address you provided, we will notify you by regular mail. Depending on the reason for the failure, we may immediately suspend eDelivery, which will result in hard copy delivery of eDelivery Documents until you revalidate your email address. **Accounts that have eDelivery suspended will not be able to participate in certain Syndicate Offerings that require eDelivery of preliminary prospectuses and other documents.**

You understand and accept that certain risks are associated with communications through the internet, including, but not limited to, unauthorized access, systems outages, delays and/or disruptions in telecommunications services and/or the internet. Email is not private or secure. The electronic delivery notices sent to you by email are not encrypted. Although such electronic delivery notifications are not intended to contain personally identifiable information, they may contain, in their design, part or all of your name or other identifiers that could be seen or intercepted by others, if delivered to electronic servers or devices not exclusively under your control. You understand and agree that you will not respond to any eDelivery notification by return email to request information, services, hard copies or other items, or to revoke your eDelivery consent. Morgan Stanley will not act upon requests made in this manner.

Although eDelivery Documents are provided without charge, you understand that other online subscription or access fees by internet service providers may apply. There are minimum computer hardware and software requirements necessary to receive and view your eDelivery Documents, including, but not limited to, an internet connection and internet browsing software. It is your responsibility to maintain the ability to access and open eDelivery Documents.

Morgan Stanley will maintain an electronically accessible archive of your eDelivery Documents on our secure client website for seven (7) years after document publication. You are responsible for archiving eDelivery Documents beyond seven (7) years. You agree that, notwithstanding your request for electronic delivery of eDelivery Documents, we may, in our discretion, terminate eDelivery and/or send you copies of any eDelivery Documents in hard copy form.

6. Transactions

We may require a deposit or full payment before we accept an order from you. Without limiting the foregoing, you agree that if your account(s) does not have sufficient Available Funds (as defined below) to complete a transaction, you will promptly deposit the necessary funds to your account(s).

For the purposes of this Agreement, "Available Funds" refers to the TOTAL of:

- your Available Cash where "Available Cash" means the total amount of your free credit balances and any designated sweep investment balance; AND
- your funds Available to Borrow where "Available to Borrow" means, unless specified otherwise, your available margin credit;

MINUS:

- any uncleared funds;
- funds reserved for debit card transactions;
- account fees and other 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 trades, debit card transactions, check writing, online or mobile bill payments, electronic funds transfers, as well as any other withdrawals, account fees and charges in your account(s) are satisfied first from your Available Cash and then from your funds Available to Borrow. You understand and agree that if you have declined margin, a debit balance may be established in your account(s) to cover check and/or debit card transactions (including, but not limited to, funds transfers and debit card purchases) when there are insufficient Available Funds in your account(s). You understand that your Available Funds may fluctuate on a daily basis depending upon various factors, including, but not limited to, debit card transactions, check writing, online or mobile bill payments, the time required to collect checks deposited in your account(s), the market value of securities in your account(s), the timing and status of your debit card and securities transactions, the time required to confirm transactions and data between financial institutions, and your usage of a loan/line of credit product offered by us or an affiliate. You further agree that Morgan Stanley may determine and adjust your Available Funds in our discretion. In the event of any conflict or inconsistency between the definitions set forth in this section and any other agreement between you and Morgan Stanley and/or our affiliates, the defined terms set forth above shall govern for purposes of this Agreement.

You agree that if you do not fund your account(s) within 90 days of account opening, we may, in our discretion, restrict check writing, cancel or restrict the use of your debit card and/or restrict access to other account services including, but not limited to, online or mobile bill payments.

You understand that IRAs, CESAs and qualified retirement and welfare benefit plan accounts are cash accounts without margin. You should ensure that there are sufficient funds in your IRA, CESA and/or qualified retirement or welfare benefit plan account(s) to complete any transactions.

All transactions entered or executed for your account(s) shall be subject to all applicable laws, regulations and rules of governmental authorities, self-regulatory agencies and the 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. Such reference to the "constitution, rules, regulations, customs and usages of the exchange" shall in no way be construed or deemed to create a cause of action arising from any violation of such constitution, rules, regulations, customs or usages.

When you instruct us to sell "long" securities, you must own the securities when you place the order and you agree to make good delivery of the securities by settlement date. You further agree that if you instruct us to sell long and we are unable to deliver the securities to the purchaser as a result of your failure to provide the securities to us, or any other failure of the securities to reach us by settlement, we are required by law, regulation or rule to purchase (i.e., "buy-in") or borrow a security of like kind and quantity. You also 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 a buy-in or borrowing or the inability to buy-in or borrow.

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 securities being sold or are unable to deliver the securities in a timely manner. You understand and agree that short sale transactions are subject to certain regulatory requirements and cannot be executed under certain market or other conditions, or in certain account types. In addition, depending on market conditions, we cannot guarantee that securities will be available to loan to you in order to facilitate a short sale, in which case your transaction may not be executed. You agree that Morgan Stanley may, in our discretion and without notice to you, buy-in securities to cover any short position in your account(s). If you are unable to cover a short position, either through the transfer of long securities of like kind and quantity to your account(s) or through our buy-in of the securities in sufficient time to deliver the borrowed securities back to the lender, you agree to reimburse us for any losses we may sustain as a result of your failure to deliver.

By designating a sell order as a "short sale," you acknowledge and understand that selling securities short involves a high degree of risk. You acknowledge that you have carefully considered all of the factors relating to short selling and have decided that selling securities short is appropriate for you.

When you instruct us to take action on your behalf including, but not limited to, the purchase or sale of any security, the maintenance of any security position or the opening of new accounts, without any recommendation from us (collectively an "Unsolicited Transaction"), you agree that we have no responsibility or liability arising from any such Unsolicited Transaction.

7. Mutual Fund Share Class Conversion

Where applicable, and with prior written notice, you hereby authorize us to instruct any mutual fund company to convert, at no cost to you, any open-end mutual fund positions in your account(s) to a share class of the same fund that has the same or lower shareholder services fee, pursuant to Rule

12b-1 of the Investment Company Act of 1940, as amended, to the extent available, according to any applicable share class conversion program.

8. Erroneous/Advance Credits

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

You understand that, when a dividend or interest payment has a month-end payable date and month-end falls on a weekend, the dividend or interest payment will be credited to your account(s) on the first business day after month-end. As a matter of bookkeeping convenience, we may credit your account(s) with cash or securities, including, but not limited to, dividends and interest payments, prior to our actual receipt of payment ("Advance Credit") to the extent permissible under applicable law, regulation or rule (including, but not limited to, the Code and/or ERISA). You acknowledge that such Advance Credit may also be reflected on our books, and otherwise, as "immediately available" or "same day" funds or by some other similar characterization. Notwithstanding any such credit or characterization, all Advance Credits shall be contingent upon our actual receipt of final payment and may be reversed by us to the extent we do not receive final payment. If we, in our discretion, permit you to use any Advance Credit, you nonetheless shall continue to bear the risk of, and liability for, our non-receipt of final payment in full. To the extent that final payment in full for any cash or securities credited to you is not received by us, you shall immediately reimburse us, upon demand, for the amount of any Advanced Credit used, to the extent permissible, under applicable law, regulation or rule (including, but not limited to, the Code and/or ERISA). For purposes of this section, payment will not be final until we have received immediately available funds or securities, the receipt of which under applicable law, regulation or rule is irreversible, and which funds or securities are not subject to any security interest, levy, other encumbrance, or adverse claim or interest.

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

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

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

9. Restrictions and Account Termination

You agree that, we may at any time, in our discretion, and without notice to you, decline, cancel or reverse your orders or instructions, or place trading, disbursement or other restrictions on any of your accounts. Without limiting the foregoing, we may restrict any of your accounts and/or freeze the assets in any of your accounts, if necessary, to comply with a subpoena, court order, law, rule, regulation or other similar requirement or request, or to protect either your interests or the interests of Morgan Stanley or our affiliates, including, but not limited to, circumstances involving governmental/regulatory action, suspected fraud or client incapacity. Where we have determined that we are required to restrict and/or freeze assets in any of your accounts (including any credits) as a result of any governmental/regulatory action to which Morgan Stanley and/or you are subject, you agree that we may, at any such time and without notice to you, hold such assets/credits in a segregated account to earn commercially reasonable interest on your behalf, to be credited to you at the time the restrictions are lifted.

In the event Morgan Stanley receives inconsistent instructions from any account owner or authorized person regarding your account(s), including, but not limited to, purchase and sale orders, including short sales, or funds or securities disbursement requests, we are authorized, in our discretion, and without incurring any liability due to fluctuating market conditions or otherwise, to do any one or more of the following: (a) suspend all activity in the account(s); (b) refuse to buy, sell or trade any security or commodity, and refuse to disburse any funds and/or securities except upon receipt of written instructions signed by all of the account owners or authorized persons; (c) close the account(s) and send you all funds, monies or other Property to the address of record; (d) file an interpleader action in any court with proper jurisdiction, in which event we shall be entitled to recover all costs, including, but not limited to, attorneys' fees, associated with such action.

In the event of a dispute regarding the ownership or control of your account(s) or any assets therein, we may refuse to accept instructions for transactions in your account(s) and we may freeze the assets in your account(s) to prevent withdrawals or distributions until any such disputes are resolved to our satisfaction. You agree that, in the event we do restrict your account(s) or freeze the assets therein, Morgan Stanley shall not be liable for any damages suffered as a result, including, but not limited to, damages resulting from fluctuations in the market value of the securities held in your account(s).

You agree that we may, at any time and for any reason, without notice to you, to the extent permissible under applicable law, regulation, rule or other documents governing your account(s), terminate or otherwise restrict any or all services provided by Morgan Stanley to you, or, in our discretion, close any of your accounts or resign as custodian of any of your IRA(s) or CESA(s). You may, at any time, close any of your accounts by giving Morgan Stanley notice. When your account(s) is closed or restricted, we may immediately cancel all open orders and terminate all services provided to such account(s), including, but not limited to, your ability to write checks, use your debit card, or utilize other cash management services. You understand and agree that we may, in our discretion, require you to return all debit cards and unused checks to us, or to destroy them, and that we may freeze any assets in any of your accounts until you have returned all debit cards and unused checks to us, or you have notified us in writing that all debit cards and unused checks have been destroyed.

Upon the closing of any of your accounts, or upon our declining, canceling or reversing any of your orders or instructions, or placing any trading, disbursement or other restrictions on any of your accounts, whether done at your instruction or in our discretion, you exclusively shall be liable for any change in the value of assets in your account(s) due to market fluctuation. In connection with the closure of your account(s), whether done at our discretion or at your instruction, you agree to instruct us regarding the disposition of assets remaining in such account(s). If, after a reasonable period of time, we do not receive your instructions regarding the disposition of assets remaining in any of your closed accounts, we may, but are not obligated to, liquidate the assets remaining and send you the amount of the resulting cash balance. You understand and agree that such liquidation may occur regardless of current market conditions, that the proceeds of any liquidated assets will not earn interest and that such liquidation may result in tax consequences for which you solely are responsible. Alternatively, we

may, but are not obligated to, transfer any remaining securities into your name and deliver them to you together with any remaining cash balance.

If your account(s) has a value of $1,000.00 or less and no account activity has occurred for a period of six consecutive months, to the extent permissible under other agreements applicable to your account(s), you authorize Morgan Stanley, in our discretion and without notice to you, to liquidate the assets in the account(s) and send the resulting cash balance to you and close your account(s). You understand and agree that any such liquidation may result in tax consequences for which you solely are responsible.

You acknowledge that you solely, and not Morgan Stanley, are responsible for any losses, fees, costs or charges you may incur as a result of our liquidation of the assets remaining in any of your accounts under any of the circumstances previously setforth. Your account(s) will be closed after all the assets remaining have been transferred or liquidated and the proceeds delivered or paid to you. You understand and agree that, until your account(s) is closed, your account(s) will continue to be charged applicable fees.

You understand and agree that closing, terminating or restricting your account(s) will not affect any obligations that you may have in connection with such account(s), including, but not limited to, the obligation to pay for securities transactions, debit card transactions, checks or any other charges. This Agreement will continue to govern matters relating to any of your accounts that arose before any of your accounts were closed, terminated or restricted, or that may arise after the closing, termination or restriction of any of your accounts.

If, after any of your accounts are closed, we receive any dividends, interest or other payments with respect to assets previously held in your closed account(s), we will send to you, based on instructions you provided to us, any such dividends, interest or other payments, minus any amounts owed to Morgan Stanley. If you have not provided us with instructions, we may liquidate any assets received and send the proceeds of such liquidation(s) as well as any other payments received, minus any amounts owed to Morgan Stanley, to you. You agree that we may charge you any applicable fees resulting from our receipt of such dividends, interest or other payments.

You agree that Morgan Stanley shall have no liability for following instructions received from you or your authorized person(s) prior to Morgan Stanley receiving notice of your death, even if such instructions are followed after your death or after we receive notice of your death.

You agree that, if any of your accounts is an individual account, upon receiving notice of your death and prior to the appointment of an executor or administrator, we may, in our discretion, close any open positions held, cancel any open orders in such individual account(s) or take any action we deem necessary to protect your estate or Morgan Stanley. You agree that Morgan Stanley shall have no liability for closing any open positions held, canceling any open orders in such individual account(s), taking any action we deem necessary to protect your estate or Morgan Stanley or for following instructions received from you or your authorized person(s) prior to Morgan Stanley receiving notice of your death. In addition, after your death, in connection with the distribution of the assets held in your account(s), Morgan Stanley shall have no liability due to fluctuating market conditions or otherwise, until all required documents in connection with the deceased processing of your account(s) have been received and accepted by Morgan Stanley.

You understand and agree that when Morgan Stanley serves as the IRS-approved non-bank custodian for your IRA(s) and/or CESA(s), the applicable IRA and CESA custodial or plan documents governing these accounts specify the terms and conditions under which Morgan Stanley may resign or be removed as custodian.

10. Sweep

You acknowledge and agree that, if you are eligible, we are authorized, without further direction from you, to automatically deposit or "sweep" all free credit balances in your account(s) into one or more FDIC insured depository institutions ("Sweep Banks") up to the Deposit Maximum, as defined in the Bank Deposit Disclosure Statement, across the Sweep Banks and then into the applicable money market mutual fund, as set forth in more detail in the Bank Deposit Program Disclosure Statement, which is available at https://www.morganstanley.com/content/dam/msdotcom/en/wealth-disclosures/pdfs/BDP_disclosure.pdf, a copy of which will be sent to you upon your first deposit in the Bank Deposit Program ("BDP"), and by which you hereby agree to be bound. You also acknowledge that a free credit balance in any Equity Plan Account that exceeds the Deposit Maximum will be swept to the Sweep Banks and not a money market mutual fund. You acknowledge and understand that we may amend the list of Sweep Banks at any time with notice to you. Subject to eligibility requirements, you may block deposits to one or more Sweep Banks in the BDP as set forth in the Bank Deposit Program Disclosure Statement.

You acknowledge that (i) you are responsible for monitoring 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) 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 are not eligible for the BDP, your free credit balances will be swept into the applicable money market mutual fund as determined by Morgan Stanley.

You acknowledge and agree that if you are eligible, the BDP will be your designated sweep investment. You further acknowledge and agree that the rate of return on the BDP may be higher or lower than the rate of return available on other available cash alternatives. Morgan Stanley is not responsible if the BDP has a lower rate of return than other available cash alternatives or causes any tax or other consequences.

You understand and agree that Morgan Stanley may, with 30 days prior written notice to you, (i) make changes to our sweep terms; (ii) make changes to the terms and conditions of any available sweep investment; (iii) change, add or remove products available as sweep investment options; and (iv) transfer your sweep investment from one sweep product to another.

You agree that if your designated sweep investment changes, Morgan Stanley may sell your shares in, or withdraw your funds from, your current designated sweep investment and purchase shares or deposit funds into your new designated sweep investment. You understand that there may be a delay between the time your shares are sold or funds are withdrawn from your current designated sweep investment and the time shares are purchased or funds are deposited into your new designated sweep investment, and that you may not earn interest or dividends during the time your funds are not invested.

Without limiting the language set forth below, you hereby authorize Morgan Stanley, in our discretion, to automatically withdraw any BDP balances or liquidate any money market mutual fund shares in your account(s) to cover any of your debts or obligations owed 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 assets held in your account(s) to satisfy any such debts or obligations whenever, in our discretion, we consider it necessary for Morgan Stanley's protection and consistent with the requirements of applicable law, regulation or rule. Liquidations shall be made consistent with the requirements of other account documents, including, but not limited to, the IRA or CESA custodial agreements and plan documents.

11. Fees and Charges You May Incur and Compensation Earned by Morgan Stanley

You agree to pay any account and service fees, taxes and other charges related to your account(s), and authorize us to automatically debit such fees and charges from your account(s). You agree to promptly pay any deficiency arising in your account(s), including any deficiency arising from the assessment or withholding of any tax. For your investment advisory accounts where you are charged brokerage commissions separately from and/or in addition to a managed account fee, you agree that brokerage commissions will be charged against your account(s) and will be reflected on transaction confirmations sent to you. You also agree that we may impose, and you will pay, a finance charge on any debit balance in your account(s). You understand and agree that we reserve the right to add or change account and service fees and other charges at any time with prior written notice to you. You may request a schedule of fees by contacting us or you may view the Morgan Stanley Wealth Management Schedule of Miscellaneous Account and Service Fees online at https://www.morganstanley.com/wealth-relationshipwithms/pdfs/account_and_service_fees.pdf?v=1/.

You understand and agree that, as compensation for our services, Morgan Stanley may retain a proportionate share of any interest you earn on aggregate cash balances with respect to assets awaiting investment or processing ("Float") in any of your accounts. You understand that Float consists of cash deposited into a Morgan Stanley account awaiting investment into the BDP, a money market mutual fund or other investment. You acknowledge that Morgan Stanley may also earn interest on the Float.

You further understand and agree that Morgan Stanley and/or our affiliates may earn additional compensation through the investment of any available free credit balances in your account(s) into any of the sweep investment options described in the "Sweep" section of this Agreement.

You understand and acknowledge that Morgan Stanley may effect trades for your account(s) through exchanges, electronic communication networks ("ECN"), alternative trading systems ("ATS") and similar execution systems and trading venues (collectively, "Trading Systems"), including Trading Systems in which Morgan Stanley and/or our affiliates have a direct or indirect ownership interest. In addition, you understand and agree that, subject at all times to our obligations under applicable law, regulation or rule to seek to obtain best execution for our clients' orders, Morgan Stanley may route certain client order flow to our affiliates. Furthermore, Morgan Stanley and/or our affiliates have ownership interests in the voting securities of those ECNs or ATSs that are listed in the Morgan Stanley IRA or CESA Disclosure Statement or, in the case of any other qualified retirement or welfare benefit plan account(s), the account opening documents applicable to those accounts, or in the case of investment advisory accounts, the applicable ADV Brochure. In addition, there are other trading systems in which Morgan Stanley and/or our affiliates do not have an ownership interest through which we may execute trades for client accounts. The Trading Systems on which Morgan Stanley trades for client accounts and in which Morgan Stanley and/or our affiliates own interests may change from time to time. You may contact us for an up to date list of ECNs and ATSs in which Morgan Stanley and/or our affiliates own interests. You further acknowledge that this Agreement shall constitute the requisite authorization from you and notice to you of Morgan Stanley's intent to trade through all such Trading Systems, pursuant to Section 408(b)(16) of ERISA and/or Section 4975(d)(19) of the Code, as may be applicable to IRAs, CESAs and other tax-deferred accounts.

12. Morgan Stanley's Security Interest and Remedies

As security for the payment of any amounts owed to us and/or our affiliates by you, you grant us a first priority lien on, continuing security interest in, and right of setoff to (a) all Property that now, or in the future, is held, carried or maintained for any purpose in or through any of your accounts with us and/or our affiliates, whether owned individually, jointly or in the name of another person or entity over which you have authority or in which you have a beneficial interest and (b) all Property, in respect of securities options transactions you enter into with or through us, held by or for us, our agent or your agent, or under the direction or control of any exchange or clearing organization through which transactions on your behalf are executed or cleared. Notwithstanding the foregoing, if any Property serves as collateral for any extension of credit, loan or line of credit made by Morgan Stanley Private Bank, National Association or Morgan Stanley Bank, N.A., such security interest and lien granted to Morgan Stanley shall be subordinated to such security interest and lien granted to Morgan Stanley Private Bank, National Association or Morgan Stanley Bank, N.A., as applicable. Any IRA, CESA, or other Retirement Account, is not subject to a security interest, lien or right of setoff for debts owed to us and/or our affiliates in connection with any other account(s) you have with us, however any such account(s) remains subject to legal remedies for debts and obligations owed in relation to such IRA, CESA, or other Retirement Account.

You agree that we may elect, in our discretion, without notice to you, to make any debt or other obligation related to your account(s) immediately due and payable. You further agree that we may, in our discretion, hold any of your Property in our possession or control until your debts or obligations owed to us and/or our affiliates are fully satisfied, or we may apply any such Property and/or the proceeds of the liquidation of such Property toward the satisfaction of your debts and obligations owed to us and/or our affiliates, or we may choose to hold any such proceeds as cash collateral until your debts or obligations owed to us and/or our affiliates are fully satisfied. Additionally, you authorize us to transfer excess funds between any of your accounts for any reason that does not conflict with applicable law, regulation or rule. You understand that you will remain liable to Morgan Stanley and/or our affiliates for any deficiency in any of your accounts. In enforcing our security interest, you agree that we have the discretion to determine which Property is to be liquidated and the order in which it is to be liquidated. We also reserve all the rights and remedies available to us as a secured party under the New York Uniform Commercial Code.

You agree that, without our prior written and signed consent, you will not cause or allow your account(s) or any of the Property held therein by us and/or our affiliates, whether now owned or hereafter acquired, to be or become subject to any liens, security interests, mortgages or encumbrances of any nature other than Morgan Stanley's security interest or the security interest of our affiliates.

Whenever it is necessary for our protection to satisfy any debts or obligations owed by you to us and/or our affiliates, we may, but are not required to, sell, assign or deliver any Property in our possession or control held in any of your accounts and/or cancel any pending transaction(s) in any of your accounts. You agree to be responsible for all costs, including but not limited to commissions related to any such liquidations and/or deliveries. In addition, you agree that we shall be entitled to apply any dividends, capital gains payments, interest payments or other incoming funds to cover any fees or other debts or obligations owed by you to us and/or our affiliates. You understand and agree that any such liquidation may result in tax consequences for which you are solely responsible.

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

In addition to and without limiting the foregoing, in the case of (a) any failure by you to make any payment when due hereunder, (b) any failure by you to meet our margin calls promptly or (c) your becoming subject to any receivership, insolvency, liquidation, resolution, or similar proceeding, any and all obligations owed to us shall (to the extent not already due and payable) become immediately due and payable and we may (i) liquidate, terminate or accelerate your open positions in whole or in part and/or (ii) set off (including by set-off, offset, netting, combination of accounts, deduction, counterclaim, retention, or withholding across or within each or all of the options) our obligations to you against your obligations to us, or apply or set off margin posted in favor of you against our obligations to you.

13. Verification and Reporting

Morgan Stanley and our affiliates may make inquiries to any source, including, but not limited to, your employer or a consumer reporting agency, regarding your identity, creditworthiness (and that of your spouse, if you live in a community property state) and eligibility to open or maintain an account.

You authorize us and our affiliates to obtain copies of your consumer credit reports, at any time, for reasons including, but not limited to, the following:

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

You authorize us and our affiliates to share this information 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 or to our affiliates. These rights and obligations also apply to your spouse if you live in a community property state.

14. Cash Management Services (not applicable to all account types)

If your account is eligible for Cash Management Services, you understand and agree that your account will be assigned a routing number and a separate ACH and check writing number. You understand and agree that, if you use a debit card, check writing, online or mobile bill payment, or electronic funds transfer ("EFT") functions ("Cash Management Services") offered in connection with your account(s), we are authorized to debit your account(s) immediately whenever a check, online or mobile bill payment or debit card transaction is presented for payment, when an EFT is effected, or when any related fee or charge becomes due. You agree to maintain Available Funds sufficient to pay for (i) any checks written by you or your authorized check signers; (ii) EFTs, online or mobile bill payments and debit card transactions made by you or any authorized debit card holders or other individuals authorized by you to effect such transactions; (iii) any securities transactions; and/or (iv) other applicable fees or charges. You understand and agree that if you write checks and/or use your debit card, but have declined margin, a debit balance may be established in your account(s) to cover check and/or debit card transactions (including, but not limited to, funds transfers and debit card purchases) when there are insufficient Available Funds in your account(s). You agree to pay any charges and fees including interest charges resulting from the establishment of such a debit balance.

You further agree that we may adjust your Available Funds in our discretion. You understand and agree that, if there are insufficient Available Funds in your account(s) to cover any payments, transactions, fees or charges when they become due, we have no obligation to make such payments or authorize such transactions. You also understand and agree that we have no obligation to make partial payments. You agree that, if your Available Funds fall below zero, Morgan Stanley may suspend and/or terminate all Cash Management Services on your account(s) and you further agree to immediately pay all amounts owed to us.

You may authorize additional debit card holders on your account(s). You agree that, if you designate additional debit card holders, you are authorizing all debit card transactions by the person(s) to whom an additional debit card is issued. You accept all liability with respect to any debit card transactions effected by you and/or any additional debit card holder(s) and/or others you permit to use the debit card.

You acknowledge and agree that, if there are multiple account owners or multiple persons authorized to give us instructions, any one account owner or authorized person may give us instructions regarding Cash Management Services and all account owners or authorized persons authorize us to comply with any such instructions.

If we receive inconsistent instructions from any account owners or authorized persons relating to Cash Management Services, the issuance of debit cards, or any other transactions (including instructions regarding cancellation of service or stopping of payment), we are authorized, in our discretion, and without incurring any liability due to fluctuating market conditions or otherwise, to do any one or more of the following: (a) suspend all Cash Management Services; (b) refuse to disburse any funds except upon receiving written instructions signed by all of the account owners; (c) close the account(s) and send you all funds, monies or other Property to the address of record; (d) file an interpleader action in any court with proper jurisdiction, in which event we shall be entitled to recover from you all costs, including, but not limited to, attorneys' fees, associated with such action. Morgan Stanley shall be entitled to recover from any of your accounts or from any account owner prior to distribution of funds, any costs we may incur, including, but not limited to, attorneys' fees, as the result of any dispute between and/or among the account owners and/or their representatives or heirs, relating to the account(s).

You acknowledge and agree that, we reserve the right to decline or cancel any or all of your Cash Management Services at any time, for any reason, with or without notice to you. If we decline or cancel any or all of your Cash Management Services, you understand and agree that you remain responsible for the payment of any pending debits, which will be processed and deducted from your account(s).

Subject to any limitations imposed by applicable law, regulation or rule, and except as otherwise set forth in this Agreement or in other documentation provided to you, you agree that neither Morgan Stanley, nor any processing bank, nor the debit card issuer will be liable for any loss you incur in connection with your account(s), or the use of any Cash Management Services or other account features. In no event will we, any processing bank, or debit card issuer be liable for consequential, special or indirect damages or losses. You also agree that our liability in connection with online and/or mobile services is further limited by the applicable online and/or mobile services terms and conditions. To the extent you utilize any such services you acknowledge that you are bound by the applicable terms and conditions.

You agree to protect your personal identification numbers, telephone authorization codes, and any other account access security codes ("Security Codes"), debit card(s) and checks, routing numbers, ACH and check writing numbers from access by anyone not authorized by you to use them. Unless limited by applicable law, regulation or rule or as otherwise set forth in this Agreement or in other documentation provided to you, you will be responsible for any losses that arise from your failure to safeguard your debit card(s), checks, routing numbers, ACH and check writing numbers or Security Codes and/or review your account statements and other account notifications for possible unauthorized activity and to report any unauthorized activity to Morgan Stanley pursuant to the terms of this Agreement. You will also be liable for all debit card, check, online and/or mobile 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 statements and other account notifications promptly to discover and report any unauthorized activity, including, but not limited to, use of your debit card(s) and checks. You should notify Morgan Stanley immediately if you have reason to believe that there has been unauthorized activity in your account(s) or that your debit card(s) or checks have been lost, stolen or used by any unauthorized person. If you provide verbal notification to Morgan Stanley of any unauthorized activity or error, we may require you, within ten (10) days of providing such verbal notification, to send written confirmation to Morgan Stanley, Debit Card Operations, 1 New York Plaza, New York, NY 10004. If your account(s) is terminated or the debit card and/or check writing features are cancelled on your account(s), you agree to immediately cease using your debit card(s) and checks and to promptly destroy, or, if requested by us, return all debit cards and unused checks to us. You will be responsible for any debit card transactions that are processed due to your failure to destroy or

return the debit card(s) after cancellation. You understand and agree that the use of a debit card(s) is governed by the debit card company and the issuing bank's agreement with you as well as applicable laws, regulations and rules.

You agree that the termination or closing of your account(s) for any reason will result in the cancellation of all Cash Management Services, including, but not limited to, any direct deposit and direct payment processing. If your account(s) is terminated or closed, you will remain liable for the payment of any fees or charges to your account(s), all debit card transactions, any checks written on your account(s), and any outstanding online and/or mobile bill payments and EFT transactions, in each case, whether arising before or after the termination or closing of your account(s). You also agree to instruct all initiators of direct deposit and direct payment transactions to immediately cease all such activity.

A. Business Debit Cards (not applicable to all account types)

If you are authorized to act on a Business Active Assets Account(s) and you request the issuance of debit cards, you understand and agree that your account(s) will be debited directly for all debit card transactions made by you and/or your authorized person(s) in the manner set forth in this Agreement or other agreements governing card usage, and that you are liable for all debit card transactions made by you and your authorized person(s).

You agree that you will maintain all debit cards issued for your account(s) in a secure manner, and will protect those debit cards, routing numbers, ACH and check writing numbers and all Security Codes from access by anyone not authorized to use them. You agree that Morgan Stanley and/or the issuing bank may, when necessary, answer or make inquiries about any cardholder's credit history. You understand that all debit card transactions will be reflected on your account statements and that no separate debit card statement will be sent by Morgan Stanley.

You agree that debit card(s) issued for your account(s) are subject to the provisions of this Agreement as well as any other agreements which govern debit card usage.

B. Check Writing and Deposits

You understand and agree that, when you deposit a check drawn on a domestic bank for credit to your account(s), in our discretion, we may place a hold on the deposit and delay crediting your Available Funds for up to six business days after the day the check is deposited. You will receive interest and/or dividends on such held funds during the hold period. Interest and/or dividends will be forfeited, however, if your check is returned for insufficient funds or for any other defect. You understand and agree that, during the hold period, checks may not be written against the funds on hold and such funds may not be withdrawn. You also agree that, during the hold period, we may, in our discretion, make the funds represented by the check unavailable for the settling of securities transactions.

You acknowledge and agree that we are not obligated to accept cash deposits and may reject any such deposits.

If your account is eligible, you will be assigned a routing number, ACH and check writing numbers that will provide you with access to the Available Funds in your account(s). You agree that we may, in our discretion, provide such check writing through third parties and that such check writing will be subject to our policies and those of such third parties, as well as to applicable laws, rules and regulations.

You understand that canceled checks will not be returned to you, however, your account statements and other account notifications will include information about each check submitted for payment. You agree to review your account statements and other account notifications and alert us promptly in writing regarding any suspected errors.

You understand and agree that we may, in our discretion, permit you to authorize others to have check writing on your account(s). If you authorize additional check signer(s), you are responsible for all checks written by such additional check signer(s).

You agree that requests for checks bearing more than one signature line may be fulfilled by Morgan Stanley or other third parties for your convenience. 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 physically examines checks to determine if they are properly signed or completed. You agree that Morgan Stanley and our processing bank may rely on such automated processing and that it will be deemed an acceptable standard of care on the part of Morgan Stanley and our processing bank. You acknowledge that any multiple signature requirement established by you on any checks, resolutions, signature cards or other documentation is solely for your own internal control purposes and is not binding on us or our processing bank. You further acknowledge and agree that neither we nor our processing bank assumes any responsibility in connection with any such multiple signature requirement.

You agree that if you request that payment be stopped on any check written on your account(s), we cannot guarantee that payment on any such check will be stopped. You understand that if you request that payment on a check written on your account(s) be stopped, such a stop payment request is effective only for six months from the date of the request and that after that six month period you must renew your stop payment request. You understand that you will not receive any notification from Morgan Stanley at the expiration of the six month stop payment period. You, solely, are responsible for the monitoring the expiration of any stop payment requests. You agree that after any stop payment request ceases to be effective, we may process the check for payment. You further agree that we will not be liable in any way if your stop payment request cannot be honored.

You agree to pay any fee that we may charge for any stop payment request. You also agree to pay all other fees associated with the check writing on your account(s), including, but not limited to, fees for check reorders, returned checks and copies of cancelled checks. You may request a schedule of fees by contacting us or you may view the Morgan Stanley Wealth Management Schedule of Miscellaneous Account and Service Fees online at https://www.morganstanley.com/wealth-relationshipwithms/pdfs/account_and_service_fees.pdf?v=1/.

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's check specifications and that we will not be responsible for check processing errors as a result of your use of 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 agree to write checks only in U.S. dollars and you understand and agree that checks written in other currencies may be returned, rejected and/or not honored for payment and will be subject to applicable fees.

You understand and agree that we may prohibit check writing on your account(s) in our discretion, and for any reason, including, but not limited to, prohibiting you from using checks written on your account(s) to directly or indirectly purchase securities. You also agree that we reserve the right to delay crediting any of your accounts with the amount of any check deposited until such check has been satisfied from the Available Funds in your account(s).

C. Electronic Funds Transfer (EFT)

Your account(s) may be eligible for a variety of EFTs that are subject to separate service agreements. These services may include our online and/or mobile bill payment service or our funds transfer service. 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(s) is subject to the separate EFT disclosures provided to you.

15. 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.**

You agree that all claims or controversies, whether such claims or controversies arose prior, on or subsequent to the date hereof, between you and Morgan Stanley and/or any of its present or former officers, directors, or employees concerning or arising from (i) any account maintained by you 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 you, 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 you 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. You may elect which of these arbitration forums shall hear the matter by sending a registered letter or other written communication addressed to Morgan Stanley at 1633 Broadway, 29th Floor, New York, NY 10019, Attn: Managing Attorney Office. If you 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 you reside or if you do 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 your account is located.

16. Client Qualifications

By agreeing to the terms of this Agreement either by physically signing or through forms of electronic attestation acceptable to Morgan Stanley, you represent that you are qualified to open one or more accounts with us.

Unless you advise us in writing to the contrary, you represent that neither you nor any member of your immediate family or household is an employee of any exchange, self-regulatory organization, or corporation of which an exchange owns a majority of the capital stock, or is a member of any exchange or corporation of which an exchange owns a majority of the capital stock, or an 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.

Unless you have advised us to the contrary, you represent that you are not (1) a person associated with a broker-dealer; and/or (2) the spouse of a person associated with a broker-dealer; and/or (3) a child of a person associated with a broker-dealer or a child of the spouse of a person associated with a broker-dealer, and you reside in the same household as, or are financially dependent upon, the person so associated; and/or (4) an individual over whose account(s) a person associated with a broker-dealer has control; and/or (5) an employee of FINRA; and/or (6) an individual in whose account(s) a person employed by FINRA has a financial interest, or controls trading; and/or (7) an employee of a Self-Regulatory Organization (SRO) other than FINRA and are required to provide duplicate copies of confirmations and statements, or an electronic feed of the transactional data contained therein, to your employer SRO; and/or (8) an employee of an SRO other than FINRA and are not required to provide duplicate copies of confirmations and statements, or an electronic feed of the transactional data contained therein, to your employer SRO. You agree to immediately advise us in writing if this representation is no longer accurate. If you have notified us that one of the preceding categories does apply to you, you understand and agree that, pursuant to FINRA Rules, as requested by the broker-dealer or SRO you identified, or as required by FINRA, you authorize Morgan Stanley to send duplicate copies of statements and if required, confirmations, or an electronic feed of the transactional data contained therein, related to your Morgan Stanley account(s) (unless you are not required to provide such information). You further understand and agree that Morgan Stanley will continue to provide such information until you or the broker-dealer, FINRA or SRO notify(ies) Morgan Stanley in writing that either you, or the person associated with that broker-dealer or employed by FINRA or another SRO is no longer so associated or employed.

You represent that you will not engage in prohibited internet gambling transactions involving your account(s), that you are in compliance with all applicable state, federal or tribal lands' internet gaming and gambling laws, including the Unlawful Internet Gambling Enforcement Act of 2006, and that you will advise Morgan Stanley immediately in writing if either of the foregoing representations is no longer accurate.

17. Losses Due to Extraordinary Events/Governmental Regulatory Actions

You agree that we are not liable for any loss caused directly or indirectly by any failure or delay in performing an obligation under this Agreement that is due to any of the following causes beyond our control: acts of God, riots, war, insurrection, terrorist act, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, civil commotion, breakdown of communication facilities or power failures, cybersecurity incidents, breakdown of web host, breakdown of internet service provider or equipment or software malfunction, earthquake, floods, severe or

extraordinary weather conditions or other natural disasters or natural catastrophes, governmental acts, omissions or restrictions, exchange or market regulation, suspension of trading, changes in laws or regulations, strikes, labor disputes, fire, explosion or accident. You further understand and agree that governmental regulatory actions or Morgan Stanley's or markets' response to them could adversely impact your ability to enter into certain investments, impact investments already held in your account or impact your ability to sell, transfer or take any action concerning such investments. Governmental regulatory actions, including, without limitation, sanctions-related actions by the U.S., or a foreign government, or a supra-national organization (e.g., the United Nations Security Council), or Morgan Stanley's or markets' response to them, could prohibit or otherwise restrict persons from holding certain securities, or engaging in transactions in such security(ies) and any such action could adversely affect the value of such securities. These regulatory actions could also result in restrictions on certain securities and could result in the loss of a significant portion or all of your initial investment in such security(ies) as well as loss of income on the position, including if you are forced to divest such security(ies) due to government mandates, especially if such divestment must be made at time when the value of such security(ies) has declined.

18. Margin Agreement (not applicable to all account types)

By opening your account(s) you agree that you are automatically requesting margin unless you advise us to the contrary. You understand and agree that if you write checks and/or use your debit card, but have declined margin, a debit balance may be established in your account(s) to cover check and/or debit card transactions (including, but not limited to, funds transfers and debit card purchases) when there are insufficient Available Funds in your account(s). Margin will not be available to you if you are not a U.S. Person, as defined in the account application, and you are a resident of a jurisdiction that we deem ineligible for margin.

If you utilize margin, you acknowledge and understand that borrowing funds by using securities as collateral involves a high degree of risk. You acknowledge that you have carefully considered all of the factors relating to margin borrowing and have decided that margin borrowing is appropriate for you.

You further agree that, if you utilize margin, Morgan Stanley may borrow money to lend to you and pledge your securities as collateral for such loans. You authorize Morgan Stanley to lend to itself, our affiliates, or to others, without notice to you, any securities in the margin credit portion of your account(s), together with all attendant rights of ownership, either separately or together with the securities of other margin clients. In connection with such loans, as well as securities loans made to you to facilitate short sales, you authorize Morgan Stanley to receive and retain certain benefits, including, but not limited to, interest on your collateral pledged for such loans. In addition, you authorize Morgan Stanley to receive compensation in connection with such loans. You acknowledge that, in some circumstances, such loans may limit your ability to exercise voting rights and/or participate in corporate actions relating to the securities loaned.

You agree that we are hereby authorized, without notice to you, to take any of the following actions with respect to any of your accounts or securities in the margin credit portion of any of your accounts: (i) to hold and re-register such securities in our name or in any name other than yours, (ii) to pledge, repledge, hypothecate, rehypothecate, sell, assign, lend, commingle or otherwise transfer or use such securities in our business, separately from or together with all attendant rights of ownership (including the right to vote any such securities or receive dividends) and (iii) to use or invest any cash resulting from our pledging, repledging, hypothecating, rehypothecating, selling, assigning, lending, commingling, transfering or otherwise using such securities at our own risk. You agree that we may exercise these rights without notice to you and may do so in connection with transactions involving amounts that may be greater than the amount of your loans. You agree that our use of the securities in the margin credit portion of your account(s) shall be free from any claim or right of any nature whatsoever, including any equity or redemption rights you may have. Our obligation to return such securities shall be satisfied by delivering securities of the same issuer, class and quantity as the securities initially transferred (subject to adjustments for corporate actions including, but not limited to, stock splits, reverse splits and stock dividends) or by liquidating collateral and applying the proceeds to the repayment of your loans. You understand that on the date that any interest, dividends or other distributions are paid by an issuer with respect to the securities, we will transfer or credit to your account(s) substitute payments ("In Lieu Payments") in an amount equal to, and in the same currency as, the amount paid by the issuer. You acknowledge that the tax treatment of issuer payments and In Lieu Payments may differ and, specifically, that the reduced tax rate applicable to certain dividends under U.S. law received by individuals does not apply to In Lieu Payments.

You agree to pay, on demand, any balance owed to us with respect to any of your accounts, including, but not limited to, interest, commissions, and any costs of collection (including any attorneys' fees incurred by us). You understand that we may demand full payment of any balance due in your account(s), in our discretion, at any time, with or without cause, and whether or not such demand is made for our protection. You agree that all payments received for your account(s), including, but not limited to, interest, dividends and principal, may be applied by us to any balance due in your account(s). You understand that all margin loans made to you are not for any specific term or duration but are due and payable in our discretion upon a demand for payment made by us. If you maintain both a cash account and a margin account with us, you acknowledge and agree that we are authorized, in our discretion, to use the equity in either type of account to satisfy any margin maintenance requirement without the actual transfer of funds or securities between such accounts.

You agree that, in connection with any requested margin credit advance, Morgan Stanley may use procedures to verify your identity and that these procedures are commercially reasonable.

In connection with any debit balance you agree that we are authorized, consistent with applicable law, regulation or rule, whenever we deem it necessary or appropriate, in our discretion and for our protection, to:

- Require additional collateral or equity from you;
- Sell, assign, transfer and/or deliver any or all Property in any of your accounts in any manner we deem appropriate (Any IRA, CESA, or other Retirement Account, is not subject to a security interest, lien or right of setoff for debts owed to us and/or our affiliates in connection with any other accounts(s) you have with us, however any such account(s) remains subject to legal remedies for debts and obligations owed in relation to such IRA, CESA, or other Retirement Account);
- Buy-in or borrow any Property of which your account(s) may be short or with respect to which there is a failure to deliver;
- Cancel any outstanding trade orders or other commitments made on your behalf; and/or
- Terminate all margin granted to your account(s).

Without limiting the generality of the foregoing, such sale, purchase, assignment, transfer, delivery or cancellation may be made, in our discretion, on any exchange or other market where such business is then usually transacted, at public auction, or at private sale without advertising the same. All of the above actions may be taken without demand for margin or notice to you of any purchase, sale, assignment or cancellation. No demand for margin, or notice given to you of Morgan Stanley's intent to purchase or

sell Property or to cancel orders in your account(s), shall impose upon us any obligation to make such demand or provide such notice to you in other circumstances. Any such notice or demand is hereby expressly waived by you, and no specific demand or notice given by us shall invalidate this waiver. After deducting all costs and expenses of any sale, purchase, assignment, transfer, delivery or cancellation, including, but not limited to, commissions and transfer taxes, we will apply the remainder of the proceeds to the payment of any and all of your debts owed to us, and you shall remain liable for any remaining deficiency. Upon any such sale of your Property, we may purchase the whole or any part thereof free from any right of redemption. In the event of your death or incompetency, the authority given by this section shall continue to be effective and shall be binding upon your executor, personal representative, administrator, assigns, beneficiaries and heirs.

You also agree that all payments required in connection with any margin loan must be made to Morgan Stanley free and clear of all present and future taxes (including, but not limited to withholding taxes and any estate, inheritance or death taxes which may become due upon your death), levies, imposts, duties, deductions, fees, liabilities and similar charges, except for taxes imposed by the United States on Morgan Stanley's net income. If you reside outside the United States, you understand that the jurisdiction in which you reside may impose a withholding tax applicable to interest payments that you may make to Morgan Stanley with respect to a margin loan. You further understand that this means that when you make an interest payment to Morgan Stanley, you may be required to make a tax payment to the tax authority of the jurisdiction in which you reside, but that you nonetheless will be required to pay Morgan Stanley the gross amount of interest without deduction for any such withholding tax. You understand and agree that the foregoing does not constitute tax advice and that you should consult with your tax advisor regarding any taxes related to margin lending.

You understand that the loan value of eligible securities for the purpose of margin is subject to applicable law, regulation or rule as well as Morgan Stanley policies. You agree that, at all times, you will maintain margin equity in your account(s) and that you will deposit additional collateral or equity as Morgan Stanley may require. You understand and agree that interest will be charged on any margin balance you maintain and that your interest rate will be based either on Morgan Stanley's Margin Interest Rate Schedule, that has been provided to you, and which may be amended from time to time with 30 days written notice to you ("Margin Interest Rate Schedule") or on a preferred margin interest rate, if you qualify. You further agree that any preferred margin interest rate applicable to your margin balance will expire at the end of the term indicated to you when the preferred margin interest rate became effective and that thereafter your interest rate will be based on the Margin Interest Rate Schedule. You understand and agree that Morgan Stanley may increase your preferred margin interest rate (i) at any time prior to its stated expiration, with not less than 30 days prior written notice to you, or (ii) at any time after the stated expiration of your preferred margin interest rate, without prior written notice to you.

You acknowledge and agree that unpaid interest charges will be added to the debit balance in your account(s) for the next interest period. You agree that we may impose margin requirements on your account(s) more stringent than those required by law, regulation or rule. You further understand and agree that such margin requirements may be changed and modified by us at any time without prior notice to you. You further agree that any waiver or failure by us to promptly enforce such margin requirements shall not prevent us from subsequently enforcing such margin requirements with regard to your account(s). We reserve the right, in our discretion, to decline, restrict or terminate your use of margin at any time, for any reason.

A. Charities, Charitable Remainder Trusts, Charitable Lead Trusts and Private Foundations

If you are (i) a public charity under Section 501(c)(3) of the Code; (ii) a charitable remainder trust; (iii) a charitable lead trust; (iv) a private foundation; or (v) any other classification of taxpayer that may be adversely affected by maintaining a margin debit in your account(s), you represent that you have obtained independent tax advice concerning any potential adverse income tax consequences of maintaining a margin debit in your account(s). If you have not declined margin and you intend to maintain a margin debit in your account(s), you agree to indemnify and hold harmless Morgan Stanley and our affiliates, employees, predecessors, successors and assigns from any and all liabilities, claims and/or demands, including, but not limited to, any liabilities resulting from adverse federal or state income tax consequences that may result by reason of your maintaining a margin debit in your account(s).

19. Non-Purpose Loans (not applicable to all account types)

Upon your request, we may, in our discretion, make loans to you for a purpose other than purchasing, carrying or trading in securities ("Non-Purpose Loans"). Non-Purpose Loans will be made in a "good-faith" account established for such purpose in accordance with applicable laws, rules and regulations. The minimum and maximum amount of any particular Non-Purpose Loan may be established by us, in our discretion, regardless of the amount of collateral delivered to us. We may change such minimum and maximum amounts at any time without notice to you.

You agree not to use any Non-Purpose Loan proceeds to purchase, carry or trade in securities or to, directly or indirectly, repay other debt that you incur for the purpose of purchasing, carrying or trading in securities, either at Morgan Stanley or elsewhere. You further agree to execute any additional documentation we may require in connection with any Non-Purpose Loan, including, but not limited to, a Form T-4.

20. Personal Holding Companies

If you are opening an account(s) for a Personal Holding Company ("PHC") formed outside the United States, you agree that you will not place, invest or otherwise use any of your margin loan or Non-Purpose Loan proceeds in the tax jurisdiction of any of the beneficial owners of the PHC, unless you receive permission to do so in writing from Morgan Stanley.

21. Multiple Party Accounts (not applicable to all account types)

You agree that if any of your accounts is a multiple party account, each account owner will be jointly and severally liable to pay, on demand, any debt owed or amount due in the multiple party account(s). We will maintain an account mailing address designated by you as the address to which we will send written communications. Any written communications sent to the account mailing address shall be deemed to have been personally received by all multiple party account owners.

You understand and agree that each multiple party account owner has full power and authority to make purchases and sales, including short sales, to withdraw funds and/or securities, and to do anything else in connection with the multiple party account(s), either in individual or joint name. Morgan Stanley is authorized to act upon instructions received from any account owner and to accept payment and/or securities from any account owner for the credit of the multiple party account(s). Morgan Stanley is further authorized in its discretion to disclose any information about any multiple party account owner and any of their accounts in order to

address possible financial exploitation, confirm the specifics of your current contact information, whereabouts, health status or the identity of any legal guardian, executor, trustee or holder of any power of attorney with any other multiple party account owner.

Notwithstanding the ability of each multiple party account owner to control the multiple party account, you understand and agree that we may, in our discretion, require written instructions signed by all multiple party account owners when transactions, payments or transfers are requested. Any notices, communications, or any demands for funds and/or securities sent to any multiple party account owner shall be binding upon all multiple party account owners.

Each multiple party account owner agrees to hold Morgan Stanley harmless from, and indemnify Morgan Stanley against, any losses, causes of action, damages or expenses arising from, or as the result of, Morgan Stanley following the instructions, or declining to follow the inconsistent instructions, of any multiple party account owners. In the event Morgan Stanley receives inconsistent instructions from two or more multiple party account owners regarding the multiple party account(s), including, but not limited to, purchase and sale orders, including short sales, or funds or securities disbursement requests, we are authorized, in our discretion, and without incurring any liability due to fluctuating market conditions or otherwise, to do any one or more of the following: (a) suspend all activity in the multiple party account(s); (b) refuse to buy, sell or trade any security and/or refuse to disburse any funds and/or securities except upon receiving written instructions signed by all of the account owners; (c) close the multiple party account(s) and send you all funds, monies or other Property to the address of record; (d) file an interpleader action in any court with proper jurisdiction, in which event we shall be entitled to recover from you all costs, including, but not limited to, attorneys' fees, associated with such action. Morgan Stanley shall be entitled to recover from any of your accounts or from any multiple party account owner prior to distribution of funds, securities and/or Property, any costs we may incur, including, but not limited to, attorneys' fees, as the result of any dispute between and/or among the multiple party account owners and/or their representatives or heirs, relating to the multiple party account(s).

Each multiple party account owner agrees that, in the event of the death of any multiple party account owner, the surviving multiple party account owner(s) shall immediately give us notice thereof and we may, before or after receiving such notice, take any action, require any documentation or inheritance or estate tax waivers, retain any portion of the assets in the multiple party account(s) and restrict transactions in such account(s) as we may deem necessary to protect us against any tax, liability, penalty or loss under any applicable laws, regulations or rules. The estate of any deceased multiple party account owner shall be liable and each surviving multiple party account owner shall continue to be jointly and severally liable to us for any debt owed to us and/or our affiliates or any amount due in the multiple party account(s) resulting from the completion of transactions initiated prior to the receipt by us of written notice of the multiple party account owner's death, or incurred in the liquidation of the multiple party account(s) or the adjustment of the interests of the respective multiple party account owners or their representatives or heirs.

(A) Joint Tenancy With Right of Survivorship Account

Unless you instruct us to establish another form of multiple party ownership, you hereby acknowledge that any multiple party account shall be a joint tenancy with right of survivorship. If the multiple party account(s) is a joint tenancy with right of survivorship account, each account owner agrees that upon the death of any account owner, all assets in the account shall pass to and be vested in the surviving account owner(s) pursuant to the same terms and conditions as previously held, without in any manner releasing the deceased account owner's estate from any liability. You hereby agree that your estate and any surviving account owners will be jointly and severally liable and will fully indemnify and hold harmless Morgan Stanley from all liability for any taxes, liabilities, penalties or other costs which may become due in connection with such death or any claims by third parties.

(B) Community Property Account

If you instruct us to establish a community property account, you acknowledge that it is the intention of each account owner to have a community property interest in the community property account(s) and all assets therein pursuant to applicable laws, rules and regulations. Morgan Stanley is authorized to follow the instructions of either account owner in every respect concerning the community property account(s) and to make deliveries to either account owner of any or all assets held in the community property account(s), and to make payments to either account owner of any or all funds at any time in the community property account(s) as either account owner may order and direct, even if such deliveries and/or payments shall be made to one of the account owners in his/her individual capacity. In the event of any such deliveries of securities or payments of funds to either account owner, Morgan Stanley shall be under no duty or obligation to make inquiries regarding the purpose or propriety of any demand or order for delivery of securities or payment of funds, and Morgan Stanley shall have no responsibility to determine the disposition of said securities and/or funds delivered or paid to either account owner. The rights and powers granted to Morgan Stanley and the community property account owners herein are in lieu of all powers, rights or privileges of the community property account owners to exercise control over the community property account(s) that may be granted to the account owners under applicable state community property law.

(C) Community Property With Right of Survivorship Account

If you instruct us to establish a community property account with right of survivorship, in addition to the terms and conditions contained in Section B immediately above, you agree that upon the death of either community property account owner, the entire interest in the community property account(s) shall be vested in the surviving community property account owner, without releasing the deceased account owner's estate from any liability. You hereby agree that your estate and any surviving account owner will be jointly and severally liable and will fully indemnify and hold harmless Morgan Stanley from all liability for any taxes, liabilities, penalties or other costs which may be owed in connection with such death or any claims by third parties.

(D) Tenants in Common Account

If you instruct us to establish a tenants in common account, then upon our receipt of notice of the death of any of the account owners, the interests in the tenants in common account(s) shall be distributed equally among the estate of the deceased account owner and the surviving account owners, unless you have instructed Morgan Stanley otherwise.

Any taxes, costs, expenses or other charges in connection with the distribution of the deceased account owner's share of the assets shall be deducted from the share owned by the deceased account owner's estate.

(E) Tenancy by the Entirety Account (only available in certain states)

If you instruct us to establish an account as tenants by the entirety, you represent that (a) you are lawfully married to each other and (b) you maintain your residence in a state permitting intangible property to be owned as tenants by the entirety. You agree to promptly notify us if either of these circumstances change.

Morgan Stanley is authorized to follow the instructions of either account owner in every respect concerning the tenancy by the entirety account and to make deliveries to either account owner of any or all assets held in the

tenancy by the entirety account, and to make payments to either account owner of any or all funds at any time in the tenancy by the entirety account as either account owner may order and direct, even if such deliveries and/or payments shall be made to one of the account owners in his/her individual capacity. In the event of any such deliveries of securities or payments of funds to either account owner, Morgan Stanley shall have no duty or obligation to make inquiries regarding the purpose or propriety of any demand or order for delivery of securities or payment of funds, and Morgan Stanley shall have no responsibility to determine the disposition of any securities and/or funds delivered or paid to either account owner.

22. Custodial Accounts

As the custodian of an account opened pursuant to the Uniform Transfers to Minors Act (UTMA) or the Uniform Gifts to Minors Act (UGMA) (both referred to as a "Custodial Account"), you agree to comply with all requirements of the applicable UTMA or UGMA law. You represent and agree that all disbursements made pursuant to your instructions are for lawful purposes and for the exclusive use and benefit of the beneficiary, or for reimbursement of expenses previously incurred for lawful purposes and for the exclusive benefit of the beneficiary. You further agree to transfer the Custodial Account assets in an appropriate manner to the beneficiary or to the beneficiary's estate upon the earlier of the beneficiary's attainment of the age of termination under applicable law ("Age of Termination") or the beneficiary's death.

You understand and agree that once Morgan Stanley has reason to believe that the beneficiary has reached the Age of Termination, we may, but are not obligated to, take any or all of the following actions with respect to the Custodial Account without notice to you or consent from you:

- limit trading in the Custodial Account to liquidating or closing transactions;
- restrict deposits into the Custodial Account;
- restrict withdrawals or transfers from the Custodial Account;
- communicate with the beneficiary or the beneficiary's representative regarding the Custodial Account, including, but not limited to, providing account documents and information;
- accept liquidating or closing transactions from the beneficiary; and/or
- transfer the Custodial Account assets to the beneficiary.

You agree, on your own behalf and on behalf of the beneficiary, to indemnify and hold harmless Morgan Stanley for following your instructions or by our taking any of the above listed actions. You further agree to indemnify and hold harmless Morgan Stanley from any and all liability in connection with any disbursement from any Custodial Account for which you are the custodian, including, but not limited to, liability resulting from any claim asserted by the beneficiary.

23. Securities Subject to Restrictions

You acknowledge that various laws, rules, regulations and policies may be applicable to the securities in your account(s) and transactions relating to those securities, including the purchase, sale, transfer, gifting, pledging, hedging, delivery and negotiation of the securities. You agree that it is your responsibility to notify Morgan Stanley of any restrictions on securities in your account(s) and to ensure that any transactions in your account(s) comply with such restrictions and all applicable laws, rules, regulations and policies. You agree to notify Morgan Stanley if you are, or become, an "affiliate" as defined by the Securities Act of 1933, or subject to Section 16 of the Securities Exchange Act of 1934, with respect to any securities held in your account(s).

By transacting in a security in your account(s), you represent that you are not aware of any material nonpublic information about the security or the issuer of the security.

You agree to comply with all policies, procedures and documentation requirements with respect to any securities in your account(s) subject to restrictions. You acknowledge that if you are an employee, affiliate or other insider of the issuer of a security, any transactions in that security may be governed by the trading policy of the issuer of that security and you agree to comply with such policy and all applicable laws, rules, regulations and policies, including those relating to insider trading. You understand that Morgan Stanley may, in its discretion, impose conditions on certain transactions in your account(s) and if you engage in transactions that are subject to these conditions or any restrictions under applicable laws, rules regulations or policies, those transactions may be subject to review and may be delayed or canceled pending fulfillment of any such conditions.

24. Accuracy of Account Information/Updates to Account Information

You agree to provide Morgan Stanley with your personal and financial information, including, but not limited to, information about your investments and financial holdings outside of Morgan Stanley, your investment experience, investment time horizon, liquidity needs, investment objectives and risk tolerance. You agree to promptly notify Morgan Stanley of any material changes to the information you provide. You acknowledge and understand that Morgan Stanley will rely on the accuracy of any information you provide and your agreement to promptly notify us of any material changes to that information.

You further agree to promptly notify us of any material change in your financial circumstances requiring the reorganization of your liabilities or the liquidation of your assets, including, without limitation, the filing by, against or on behalf of you of a petition or other proceeding under any applicable bankruptcy or insolvency laws.

You agree to provide to us full and complete copies of any court order or any other document(s) that defines, limits or restricts the activity that can be conducted in your account(s). You agree to defend, indemnify and hold us harmless from any threatened or actual claim made by a third party alleging that activity in your account(s) was inconsistent with or in violation of any court order or other restriction or limitation on your account(s).

25. For Persons Filing IRS Form W-9 and Living Outside the United States

You represent to Morgan Stanley that (i) your account(s) with Morgan Stanley and/or our affiliates and any Property therein, including income with respect to such Property has been or will be timely declared to all relevant non-United States tax authorities or that such Property is not legally required to be declared to all relevant non-United States tax authorities and (ii) you have not been convicted of any tax crime in any non-United States jurisdiction and, to your knowledge, you are not under any ongoing criminal investigation by any non-United States tax authority or non-United States law enforcement agency for alleged criminal or fraudulent conduct related to tax evasion. You acknowledge and agree that Morgan Stanley has not provided you with any tax advice relating to any tax reporting obligation in any non-United States jurisdiction. You agree to comply with all applicable non-United States tax reporting obligations with respect to your account(s) with Morgan Stanley.

You agree to promptly notify Morgan Stanley in writing if any of the above tax related representations ceases to be true.

26. Class Action Service (only applicable if you have not opted out)

You understand and agree that eligible Morgan Stanley accounts are automatically enrolled in the Class Action Service (the "Class Action Service"), however, you must affirmatively contact a member of your Morgan Stanley team to enroll any of your closed accounts into the Class Action Service. If you do not request to have your closed accounts enrolled, then such closed accounts will not be included in the Class Action Service. If any of your accounts is excluded from the Class Action Service, you may still participate in a class action lawsuit by submitting a paper based claim form directly to the claims administrator.

You understand and agree that the enrollment of your account(s) in the Morgan Stanley Class Action Service authorizes Morgan Stanley to automatically file a claim on your behalf if Morgan Stanley receives notice of a potential class action lawsuit that impacts securities purchased in your account(s) ("Impacted Security"). In order for Morgan Stanley to file a claim and collect proceeds on your behalf, Morgan Stanley may be requested by a third-party claims administrator to provide your personal information, including, but not limited to, your name, address, age, and/or social security number to validate your eligibility in the class. Morgan Stanley has no oversight or control over such third-parties, including over the way they protect, use, or retain your personal information. By using the Class Action Service, you authorize Morgan Stanley to share your personal information with third-party claims administrators for this purpose, and agree that you will not hold Morgan Stanley responsible for any losses or damages resulting from such third-party claims administrator processing, mishandling, or failing to adequately protect your personal data. Once enrolled in the Class Action Service, this authorization will remain in effect, notwithstanding your disability or death, until we are notified to discontinue this authorization by you or your authorized representative. If you are entitled to any class action settlement, you will receive a credit to the account(s) in which the purchase of the Impacted Security took place if that account(s) remains open or, if a settlement is received after you close the account(s) in which the purchase of the Impacted Security took place, a check will be mailed to the most recent address that we have on file for your closed account(s) irrespective of whether you still have other open accounts enrolled in the Class Action Service.

Please note that the definition of Impacted Security does not extend to securities impacted by "Fair Funds" recovered by the Securities and Exchange Commission and any references to a "class action lawsuit" does not include "Fair Funds" matters. You understand that in order to participate in a Fair Funds distribution, you must submit a claim form and any required supporting documentation directly to the Fair Funds claim administrator.

You understand that the Class Action Service is administered by a third-party vendor. You agree that, in exchange for administering the Class Action Service, **our third-party vendor will deduct 6% from any class action settlement payment received on your behalf as part of the Class Action Service.**

You understand that you may cancel your enrollment in the Class Action Service at any time by providing written or verbal notice to a member of your Morgan Stanley team. If you cancel your enrollment in the Class Action Service and wish to re-enroll, you understand that you will be required to agree to the terms and conditions for the Class Action Service in effect at the time of re-enrollment. You agree that canceling your enrollment in the Class Action Service after a claim has been filed on your behalf will not remove you from participation in that particular class action lawsuit. Morgan Stanley reserves the right to terminate the Class Action Service at any time with notice to you.

You understand that once your account(s) is enrolled in the Class Action Service, you will be notified prior to the submission of any class action claim for which your account(s) is eligible in order to provide you with an opportunity to exclude your account(s) from a specific class action lawsuit. While your account(s) remains enrolled in the Class Action Service, you may choose to opt out of any particular class action lawsuit by providing written or verbal notice to a member of your Morgan Stanley team within 15 business days from the date you receive notice of the class action lawsuit.

You understand that if you do not opt out within this 15 business day timeframe, the Class Action Service will automatically file a class action claim on your behalf. You agree that you cannot opt out of a class action lawsuit once the Class Action Service has filed a class action claim on your behalf. You further agree that you cannot separately bring a lawsuit on your own behalf, either contemporaneously or in the future against any named defendant in connection with such particular class action lawsuit. You further understand and agree that once the Class Action Service files a class action claim on your behalf, you will not assert: (i) any dissenters' or similar rights under any applicable law, rule or regulation; (ii) any right to require partition or appraisal of any company that is the subject of a potential class action lawsuit or of any of said company's assets, or to cause the sale of such company's property; or (iii) any right to maintain any action for partition or to compel any sale with respect to shares held by other shareholders, or with respect to any of said company's property.

You understand and agree that the enrollment of your account(s) in the Class Action Service does not guarantee that you will receive a settlement payment for any given class action lawsuit. Neither Morgan Stanley nor its affiliates take any responsibility for the outcome of any given class action lawsuit and you agree to indemnify and hold harmless Morgan Stanley and its affiliates for all actions taken in connection with the Class Action Service. You further understand that the greater the number of clients enrolled in the Class Action Service the smaller any potential settlement payment received by each client will be in the event of any class action settlement recovery.

You understand and agree that neither Morgan Stanley nor its affiliates express any opinion or belief about your participation in the Class Action Service, which may include the filing of a claim on your behalf in a class action lawsuit involving an Impacted Security for which Morgan Stanley or its affiliates were a syndicate leader, underwriter and/or continue to make a market. You understand that if you have any objections or concerns regarding, or would like to inquire into, the nature of Morgan Stanley's relationship to any Impacted Security, you may contact a member of your Morgan Stanley team for more information and/or to exercise your right to opt out of a specific class action lawsuit within 15 business days from the date you receive notice of the lawsuit.

27. Funding Alternative Investment Capital Calls

If you purchase an alternative investment through us that requires you to agree to an ongoing capital commitment, you authorize us to automatically withdraw funds from your designated sweep vehicle and forward the amount due directly to your alternative investment provider. To the extent there are insufficient funds available in your designated sweep vehicle to fund the capital call, you further authorize us to withdraw the remaining amount from any balance you have in Preferred Savings, which may result in additional fees to your account.

28. Foreign Exchange Services (not all account types are eligible to transact in FX)

The account may be used to purchase, sell, receive or hold foreign currency (or United States Dollars ("USD") in connection with those uses for foreign currency) and you represent and warrant that you will hold foreign currency balances solely in connection with or as an incident to your trading or investment activity in your account(s) at Morgan Stanley.

Transactions in foreign currency in your account may be made only through your Morgan Stanley team.

Order Execution

To the extent permitted by law and regulation, Morgan Stanley and its affiliates will generally act as principal for any foreign exchange transaction that you initiate with us.

Settlement of Transactions

Purchases and sales normally settle in two business days but may settle sooner or later than two business days depending on the currencies involved or due to holidays or special circumstances.

Morgan Stanley Fees

When Morgan Stanley (or its affiliates) acts as principal, it may profit by virtue of the dealer spread (i.e., the bid/ask spread) on those transactions. In addition, purchases and sales of spot market foreign currencies, including in connection with currency conversions to facilitate transactions in foreign currency-denominated securities, are subject to markup and markdown. Morgan Stanley and its affiliates may also earn additional revenue from your purchases and sales of foreign currency-denominated securities. Morgan Stanley may profit from other fees or sources of revenue related to your foreign currency activity. For further details, please refer to the following link: https://www.morganstanley.com/disclosures/fee-and-compensation.

Interest and Negative Interest Rate Charges

Morgan Stanley will pay you interest on your foreign currency holdings in the same currency as your position at a rate that Morgan Stanley solely in its discretion determines to pay from time to time. Interest rates are variable and subject to change at any time with or without notice. The rate of interest may be positive, zero, or negative as described below. The aggregate of the daily interest accruals for a calendar month is credited to your account during the first week of the following month. (Interest is not compounded on a daily basis.) You understand and agree that the interest rates determined by Morgan Stanley may be less and possibly considerably less than rates available to you through holding your foreign currencies directly at other banks or at Morgan Stanley in another product or account type. To obtain the current interest rate for a currency holding, contact your Morgan Stanley team.

If the applicable prevailing interest rates fall below certain levels, foreign currency holdings can be subject to negative interest charges after taking into account these rates as well as any applicable fees. In this case, Morgan Stanley in its discretion may debit your account the amount of such charge. The negative rate charged to your account may vary from day to day and will appear as an entry on your monthly account statement as "Interest Charged."

U.S. Dollars Holdings

You understand and agree that USD held in your account in connection with the aforementioned uses for foreign currency will be held solely in connection with or as an incident to trading or investment in your account(s) at Morgan Stanley. USD holdings held in your account will not earn interest. In the event that there is a negative interest rate market environment for USD, Morgan Stanley reserves the right to debit your account in the amount of that negative interest rate.

Wiring Funds

You are responsible for obtaining the relevant agent bank/Morgan Stanley wiring instructions from your Morgan Stanley team prior to wiring any currencies into your Morgan Stanley account.

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