

Terms and Conditions for the Morgan Stanley Financial Wellness Participant Portal

Please read these Terms and Conditions carefully. When you click to accept, you will be confirming you have reviewed, understood, and consented to these terms.

The following Terms and Conditions govern your use of the Morgan Stanley Financial Wellness Participant Portal (“**FW Website**”) and the applicable Services provided via the FW Website (collectively, the “**Platform**”). The Platform is accessed via login to Morgan Stanley Online or the Morgan Stanley Mobile App and as such, these Terms and Conditions supplement and are in addition to the Electronic Services Agreement and the Terms Applicable to Your Use of the Morgan Stanley Mobile App (and any applicable exhibits) within the Morgan Stanley Online Services Agreement (collectively, the “**MSO Services Agreement**” and, with these Terms and Conditions, the “**Agreement**”). Capitalized terms not defined in these Terms and Conditions shall have the meanings set forth in the MSO Services Agreement.

These Terms and Conditions include, among other things:

- **A consent to electronic communications as set forth in Section 3 below.**
- **The terms of an arbitration agreement, which provides that disputes may be resolved by binding arbitration rather than by going to court, as set forth in Part A to the Terms and Conditions: Arbitration Agreement.**

You may print or download a copy of these Terms and Conditions and this agreement will also be available for your review at any time via a link at the bottom of the Financial Wellness Participant Portal landing page.

As referenced in these Terms and Conditions, the “**Services**” include the provision of:

- (i) Digital financial education comprised of articles, calculators, videos, content journeys, and an assessment.
- (ii) Links to Employer sponsored programs.
- (iii) General information on how to contact a financial coaching service, Financial Advisors, and Morgan Stanley Access Investing.
- (iv) Ability to schedule meetings with a Financial Advisor or Virtual Advisor through Online Scheduling platform.
- (v) A digital financial planning service directed by the participant.
- (vi) Access to insurance and student loan solutions.
- (vii) Spending and budgeting application allowing participant to view external and internal accounts in one place, in addition to monitor spending activity.
- (viii) Educational events including webinars and seminars.

each to the extent we have agreed to provide such Services under the terms of the Corporate Agreement (as defined below).

This Platform is not intended to provide personalized investment advice or legal, accounting or tax advice to you and may not be relied upon in that regard.

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1. Parties, Scope, Eligibility.

(a) As used in these Terms and Conditions, the term "**you**" and "**your**" shall mean you, as an authorized user of the Platform. All references to "**we**", "**us**" or "**our**" shall refer to, as applicable, Morgan Stanley Smith Barney LLC, a U.S. registered broker-dealer, and/or its affiliates ("**Morgan Stanley**").

(b) The Platform is provided to you in relation to an agreement between Morgan Stanley and your current and/or former employer ("**Company**") with respect to the Morgan Stanley at Work Financial Wellness offering ("**Corporate Agreement**"). In certain cases, our agreement to provide the Services may be with a third-party that provides services to your current or former employer (in such cases, such agreement is referred to as the Corporate Agreement and the service provider is referred to as the Company) and your use of the Platform arises from an agreement your current or former employer has with such Company. The Platform is made available to you because your Company has engaged us to provide it to them, and it is made available to you on an unsolicited basis. We do not offer this Platform to individuals directly and outside the context of Morgan Stanley Financial Wellness. Unless specified otherwise, the term "**account**" or "**user account**" as used in these Terms and Conditions does not refer to a Morgan Stanley brokerage or managed account.

(c) You acknowledge and understand that Morgan Stanley routinely enters into a variety of business relationships for which it or an affiliate may receive compensation or pays for services, and such business relationships may include the service providers, its employees or agents, or companies affiliated with the services providers described in Part B to the Terms and Conditions (Third Party Service Provider Disclosures) below.

(d) You understand and agree that some or all of the Platform may not be available in all jurisdictions, and it is not intended to be provided to and may not be used by any party in any jurisdiction where the provision or use thereof would be contrary to applicable law, rules or regulations ("**Applicable**").

Law”). You further understand and agree that the provisions relating to usage and proprietary rights as set forth in the MSO Services Agreement apply to the Platform.

2. Other Agreements.

(a) In addition to the Agreement, you agree to be bound by and comply with such other written requirements as we may furnish to you in connection with certain or all services or products which may be accessed via the Platform (including if the Platform remains available to you after the termination of a Corporate Agreement or upon you ceasing to be an employee of the Company (a **“Terminated Participant”**)), including but not limited to, any other Supplemental Agreements or financial services disclosures (**“additional terms”**). The Agreement is in addition to any such additional terms and is not intended to supersede or modify them. In the event of any conflict between the terms of the Agreement and any additional terms, the applicable additional terms will be given preference with respect to the services or requirements described therein. Please note that these Terms and Conditions are a Supplemental Agreement as defined in the MSO Services Agreement.

(b) For avoidance of doubt, if there are financial planning services available to you through the Financial Wellness offering as agreed under a Corporate Agreement (**“Financial Plan”**), and you request a Financial Plan from Morgan Stanley, you must enter into an engagement agreement with us which will set out each respective party’s obligations. For purposes of this Agreement, this engagement agreement will be considered additional terms as referenced above.

3. Your Consent to Electronic Communications

(a) By accessing and/or using the Platform, you agree to receive electronically certain documents, disclosures, disclaimers and notices applicable to the Platform (collectively, the **“Electronic Communications”**). You agree that this consent applies to each user account that you access via the Platform from time to time. All Electronic Communications from us to you will be considered “in writing.”

(b) In order to access certain personalized Electronic Communications, you must log in to the Platform. Other Electronic Communications may be accessible on general webpages that do not require log in or other authentication. To access and retain Electronic Communications, and to otherwise access the Platform, you must have a computer or mobile device that can connect to the internet, and an internet connection. Access fees by internet service providers may apply to your receipt of Electronic Communications or the Services. You must also have a current version of a web browser that we support, a current version of software capable of reading PDF files, and you must have sufficient storage capacity if you wish to save records in electronic format or a printer if you wish to print records to paper. By “current version,” we mean a version of the software that is currently being supported by its publisher. You are responsible for obtaining, installing, maintaining and operating all such hardware, software, and equipment necessary for you to access and use the Platform.

(c) Email and other messaging features may be provided to you as part of the Platform as a convenience to enhance your communications with us. Unless otherwise agreed to by us, you shall not use these features (i) to request, authorize, or effect any transaction; (ii) to send fund transfer instructions or account information (whether such account is related to Morgan Stanley Financial Wellness, Morgan Stanley at Work, or a Morgan Stanley brokerage or managed account); or (iii) for any other Electronic Communication that requires non-electronic, written authorization. We shall not be responsible for any loss or damage that may result if any request for those purposes is not accepted or processed. You agree that you shall use these features in compliance with Applicable Law, and you shall not use them to transmit inappropriate information, including information that may be deemed obscene, libellous, harassing, fraudulent or slanderous.

(d) You consent to receiving auto-dialed and pre-recorded calls and text messages of Electronic Communications from us, or those acting on our behalf, at the telephone number(s) that you have provided to us or which is associated with your mobile device. We may place such calls or deliver such messages to provide service messages and alert notifications. Standard message and data rates may apply. Where we are required to obtain your consent for such calls or messages, we will do so. By

revoking your consent, you acknowledge that any alert settings or products using such calls or messages may be affected or cancelled.

(e) You agree to receive electronic copies of initial and annual privacy notices that we may be required to provide under the Gramm-Leach-Bliley-Act ("Privacy Notice"), and that such Privacy Notice can be accessed through the FW Website. You acknowledge that your continued ability to access the Privacy Notice as described above constitutes initial and annual receipt of the Privacy Notice.

(f) By providing this consent to electronic receipt of communications, you represent that you have the capability to receive and view, and print or download, Electronic Communications in accordance with these requirements. Contact us immediately if you have any difficulty accessing your Electronic Communications or if you have any questions about your electronic receipt instructions.

(g) You can download or print a copy of any Electronic Communication for your records. You also may request a paper copy of any Electronic Communication that we are obligated to provide in writing by law and that is delivered through the Platform, by contacting the Morgan Stanley Client Service Center at 888-374-9999. You may incur a charge for that copy. We will maintain an electronically accessible archive of Electronic Communications that we are obligated to provide in writing by law on our client website for seven (7) years after document publication. If you wish to retain documents for a longer period of time, you are responsible for archiving beyond seven (7) years.

(h) You can withdraw your consent to electronic receipt of Electronic Communications through the Services by contacting the Morgan Stanley Client Service Center at 888-374-9999. Withdrawing your consent will not affect the validity of any Electronic Communication or any transaction already completed or in process at that time. If you withdraw your consent to electronic receipt through the Services, you acknowledge that this may affect your use of the Platform.

(i) You understand that this Section 3 (Consent to Electronic Communications) does not enroll you into our eDelivery program, which electronically delivers eligible information and documentation with respect to Morgan Stanley brokerage or managed accounts.

4. Restrictions, Termination.

(a) In addition to any other rights with respect to restrictions or termination as set forth in the MSO Services Agreement, you agree that we may, in our sole discretion and without notice to you, to the extent permissible under Applicable Law and/or the Corporate Agreement, terminate, suspend or otherwise restrict any or all Services, including the termination of access to the FW Website. You further agree that in the event you are Terminated Participant, we shall have the right to suspend or terminate your access to the Platform. Any termination by us, however, will not end your obligations or rights under the Agreement before the termination.

(b) You may terminate these Terms and Conditions for any reason by notifying us (including via a request to terminate your user credentials), and such termination will become effective within a reasonable time after our receipt of the notification. Any termination of these Terms and Conditions shall result in termination of your access to the Platform. Sections 4 (Restrictions, Termination), 6 (Representations and Warranties), 7 (Disclaimer of Warranties), 8 (Limitation of Liability), 9 (Your Indemnification Obligations), 11 (Injunctive Relief), 13 (Privacy, Use of Information), 14 (Notice, Contacting Us), 16 (Third Party Beneficiaries), 17 (Severability, Cumulative Rights/Remedies), and 18 (Governing Law) of these Terms and Conditions shall survive termination and continue to apply with respect to any act or omission which occurred prior to the date of termination. You also acknowledge that a cessation of activity by you for a prolonged period of time or a refusal to accept any updated agreements, including these Terms and Conditions, may be considered by us to be a termination by you of these Terms and Conditions.

5. Costs and Fees. For so long as your Company purchases the Services from us and you remain an employee of your Company, your Company will bear all costs and fees associated with our provision of the Platform to you. You, however, are solely responsible for all costs and fees associated with you obtaining access to the Platform, including acquiring, installing, maintaining and supporting

any hardware and/or software necessary to access and use the Platform, and all internet and Wi-Fi access charges you may incur to access and use the Platform. We reserve the right to impose fees and charges if you are a Terminated Participant or if the Platform is made available to you after termination of the Corporate Agreement. Notice will be made to you if there is a charge to you for the Platform and unless specified otherwise, or to the extent permitted under Applicable Law, such notice will be deemed received by you if you continue to use the Platform.

6. Representations and Warranties. You represent and warrant, each time you access or use the Platform, that:

(a) You have the power and authority (including on behalf of any party for whom you are using the Services) to enter into and perform obligations under the Terms and Conditions and these Terms and Conditions are your legal, valid, binding and enforceable obligations;

(b) You shall only use the Platform in accordance with these Terms and Conditions, the MSO Services Agreement, any applicable Supplemental Agreement, and Applicable Law; and

(c) If you are accessing the Services on behalf of another party, you assume all fiduciary, regulatory and other requirements and duties that may apply to your relationship to such party.

7. DISCLAIMER OF WARRANTIES. THE PLATFORM AND ALL INFORMATION PROVIDED VIA THE PLATFORM ARE PROVIDED BY US ON AN “AS IS”, “WHERE AVAILABLE” AND “AS AVAILABLE” BASIS, AND NEITHER WE NOR ANY THIRD PARTY THAT CONTRIBUTES IN ANY MANNER TO THE PLATFORM MAKES ANY REPRESENTATION OR WARRANTY WHATSOEVER, INCLUDING WARRANTIES (A) WITH RESPECT TO THE ACCURACY, COMPLETENESS OR TIMELINESS OF THE PLATFORM; OR (B) THAT THE PLATFORM SHALL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE. WE PROVIDE NO GUARANTEE AGAINST THE POSSIBILITY OF DELETION, MIS-DELIVERY OR FAILURE TO STORE PERSONALIZED SETTINGS OR OTHER DATA. FURTHER, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE AND ANY THIRD PARTY THAT CONTRIBUTES IN ANY MANNER TO THE PLATFORM DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE PLATFORM, AND ALL INFORMATION, SERVICES, PRODUCTS, AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, SERVICES, PRODUCTS, AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE PLATFORM. ANY HYPERLINK TO ANOTHER SITE IS NOT AND DOES NOT IMPLY AN ENDORSEMENT, INVESTIGATION, VERIFICATION OR MONITORING BY US OF ANY INFORMATION ON THAT SITE. YOU ACKNOWLEDGE THAT THE PLATFORM IS SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE TO YOU.

8. LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THESE TERMS AND CONDITIONS OR WHERE APPLICABLE LAW REQUIRES A DIFFERENT STANDARD, IN NO EVENT SHALL WE OR OUR AFFILIATES, SUBSIDIARIES OR CONTROLLING ENTITIES OR THEIR THIRD PARTY VENDORS, CONTRACTORS, TECHNOLOGY OR CONTENT PROVIDERS OR THEIR RESPECTIVE OFFICERS, DIRECTORS, OWNERS, AGENTS AND EMPLOYEES (COLLECTIVELY, THE “**MORGAN STANLEY PARTIES**”) HAVE ANY LIABILITY TO YOU OR ANY OTHER PERSON FOR ANY LOSSES, INJURIES, COSTS, LIABILITIES OR DAMAGES OF ANY KIND, WHETHER DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE, INCLUDING LOST PROFITS (TOGETHER, “**COSTS**”), ARISING OUT OF, OR IN CONNECTION WITH, THESE TERMS AND CONDITIONS OR THE PERFORMANCE OR BREACH OF THESE TERMS AND CONDITIONS, OR YOUR OR ANY OTHER PERSON’S USE OF, OR INABILITY TO USE, THE PLATFORM, YOUR GRANTING US SCREENSHARING OR REMOTE CONTROL ACCESS TO YOUR COMPUTER SYSTEMS OR DEVICES FOR TECHNOLOGY SUPPORT, FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT, PROBLEMS, DELAYS OR FAILURES OF THE INTERNET OR COMMUNICATION LINES, OR INTERNET SERVICE PROVIDERS, DATA TRANSMISSION FACILITIES OR COMMUNICATION NETWORKS OR FACILITIES. THESE LIMITATIONS SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER BASED ON STATUTE OR ARISING IN CONTRACT, INDEMNITY (OTHER THAN AS PROVIDED FOR IN SECTIONS 8 (YOUR

INDEMNIFICATION OBLIGATIONS) AND 9 (INDEMNIFICATION FOR INFRINGEMENT) BELOW), WARRANTY, STRICT LIABILITY OR TORT (INCLUDING NEGLIGENCE), AND REGARDLESS OF WHETHER ANY MORGAN STANLEY PARTY KNOWS OR HAS REASON TO KNOW OF THE POSSIBILITY OF SUCH DAMAGES. YOU AGREE THAT WE ARE NOT LIABLE FOR LOSS CAUSED DIRECTLY OR INDIRECTLY BY GOVERNMENT RESTRICTIONS, EXCHANGE OR MARKET RULINGS, GENERAL MARKET VOLATILITY, SUSPENSION OF TRADING, INTERRUPTIONS OF COMMUNICATIONS OR DATA PROCESSING, WAR, TERRORIST ACTS, STRIKES, ACTS OF GOD OR OTHER CONDITIONS BEYOND OUR CONTROL.

NOTWITHSTANDING ANY OTHER PROVISION OF THESE TERMS AND CONDITIONS AND WITHOUT LIMITING THE FOREGOING, THE MAXIMUM AGGREGATE LIABILITY OF THE MORGAN STANLEY PARTIES UNDER THESE TERMS AND CONDITIONS AND WITH RESPECT TO THE PLATFORM AND SERVICES SHALL NOT EXCEED THE AMOUNT EARNED (INCLUDING ANY MARK-UP), IF ANY, BY US FROM YOU IN CONNECTION WITH THE SPECIFIC EVENT GIVING RISE TO YOUR LOSS OR DAMAGES, UNLESS CAUSED DIRECTLY BY THE MORGAN STANLEY PARTIES' GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

THIS LIMITATION OF LIABILITY IS IN ADDITION TO ANY OTHER LIMITATION PROVIDED IN ANY APPLICABLE SUPPLEMENTAL AGREEMENT OR OTHER AGREEMENT YOU HAVE ENTERED INTO WITH US.

9. Your Indemnification Obligations. You acknowledge and agree that you are personally responsible for your conduct while using the Platform, and you agree to indemnify, defend and hold harmless the Morgan Stanley Parties from and against any and all losses, liabilities, judgments, arbitration awards, settlements, expenses, damages, and costs, including attorneys' fees and disbursements, as incurred by any of them arising in any manner out of or relating to your use of, or inability to use, the Platform or any breach or alleged breach by you of the Agreement. You shall cooperate with us as fully as reasonably required in the defense of any third party claim subject to these indemnity provisions. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you. You shall not in any event settle such a matter without our prior written consent. This indemnity is in addition to any other indemnity provided in any applicable Supplemental Agreement or other agreement you have entered into with us. This provision shall survive the termination of these Terms and Conditions.

10. Indemnification for Infringement. We agree to defend or, in our sole discretion, settle, at our expense, any third party claim or action brought against you to the extent such claim or action is based on a claim that the Platform (to the extent provided by Morgan Stanley and not a third party) infringes upon any patents, trademarks, or copyrights, or misappropriate any trade secrets, of such third party. In addition, we shall indemnify and hold you harmless from and against any and all damages, costs and expenses (including reasonable attorneys' fees) resulting from such claim or action that are awarded against you in a final judgment (excluding indirect, consequential and punitive damages) or paid in the form of a settlement. Notwithstanding the foregoing, we shall have no such obligations to defend, settle or indemnify any such claim or action unless:

- (a) You notify us promptly of such claim or action in writing;
- (b) We have exclusive control of the defense and/or settlement of such claim or action; and
- (c) You reasonably cooperate with us, at our expense, in the defense of such claim or action.

We shall have no liability or obligation to you with respect to such claim or action where such claim or action arises from or is related to:

- (x) Your modification of the Services or FW Website (or any portion thereof) in any manner;
- (y) Your use of the Platform other than as set forth in these Terms and Conditions, the MSO Services Agreement or an applicable Supplemental Agreement; or

(z) Your gross negligence or wilful misconduct.

11. Injunctive Relief. You acknowledge that any breach or threatened breach by you of any provision of these Terms and Conditions may cause us irreparable injury and damage and, therefore, that any such breach or threatened breach may be enjoined through injunctive proceedings in addition to any other rights and remedies that may be available to us at law or in equity.

12. Authentication Procedures. Collection and use of information about you, including information provided to us by the Company, for commercially reasonable authentication and security procedures are part of the log on process for users registered to use the Platform. The process is intended to assess the authenticity of a request by registered users to access, transact business through, or otherwise use the Platform. A combination of multiple authentication elements about you such as your individual and user information, transactional data, session surveillance, and IP information, may be collected and used by us in a manner that will generally be transparent to you during your sessions on the Platform, and details regarding our collection and use of this data can also be found in our Privacy Policy (defined below). You may be required to pass through additional authentication assessments such as supplying specific answers to challenge questions or other procedures if deemed necessary to protect Morgan Stanley, the Platform or other users of the Platform. If you fail the additional authentication assessments, we have the right to not act upon a transaction or issue any payment, if applicable, following a transaction. We will collect and use information from or about you for such assessments, procedures and other administrative and business reasons as we may determine from time to time. Additionally, you acknowledge that you understand the applicable provisions in the MSO Services Agreement in relation to Credentials and responsibility for use of such Credentials.

13. Privacy and Use of Information. We will collect Personal Information from you through your use of this Platform. More details of how Morgan Stanley collects, stores, and uses your Personal Information can be found in Morgan Stanley's U.S. Privacy Policy ("Privacy Policy"), which is accessible via <https://www.morganstanley.com/privacy-pledge> and via the FW Website. The term "Personal Information" is also defined in the Privacy Policy. You may have certain rights regarding your Personal Information, including a right to opt-out of some types of data sharing and a right to request what Personal Information we have collected, and you can find more information about how to exercise these rights in the Privacy Policy. Through your continued use of the Platform and FW Website, you consent to Morgan Stanley collecting, storing, and using your Personal Information as described in the Privacy Policy.

14. Notice, Contacting Us.

(a) Any notices or other communications required or permitted to be given or delivered under this Agreement by us to you shall be provided in accordance with Section 3 (Consent to Electronic Communications). We may also provide, as necessary, notices or communications by email, by fax, or in writing to the address provided by you, which you are solely responsible for updating. Any notices or other communications under this Agreement from you to us shall be provided in writing to us via mail addressed to Morgan Stanley Smith Barney LLC 1 New York Plaza, 38th Floor New York, NY 10004 Attention: Head of Financial Wellness or via email to financialwellness@morganstanley.com. Notices transmitted electronically (email or fax or phone) shall be effective upon transmission, provided that such notice is properly addressed; all other notices shall be effective upon receipt.

(b) For general questions, please call the Morgan Stanley Client Service Center at 888-374-9999. For additional contact information, visit the [Support pages on Financial Wellness](https://login.morganstanleyclientserv.com/ux/ms-help-support) (<https://login.morganstanleyclientserv.com/ux/ms-help-support>).

15. Assignment, Waiver. You may not assign, sublicense, delegate, subcontract, or otherwise transfer your rights, duties and obligations under these Terms and Conditions, or any portion thereof, to any person or entity without our prior, express written consent. These Terms and Conditions are binding upon your successors, heirs and assigns, and may be modified only by us. Any instrument whereby you purport to make an assignment or other transfer in violation of this provision shall be null and void. Any forbearance or delay on the part of either party hereto in enforcing any provision of these

Terms and Conditions or any of its or their rights hereunder shall not be construed as a waiver of such provision or of a right to enforce same for such occurrence or any future occurrence.

16. Third Party Beneficiaries. To the extent the Platform contains data or information provided by third parties or otherwise contributed to by third parties, such third parties shall be considered third party beneficiaries of these Terms and Conditions for purposes of Sections 4 restrictions/termination, 5 costs and fees, 6 representations and warranties, 7 disclaimer of warranties, 8 limitation of liability and 9 indemnification for infringement.

17. Severability, Cumulative Rights/Remedies. If for any reason a court of competent jurisdiction finds any provision of these Terms and Conditions, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of these Terms and Conditions, and the remainder of the Terms and Conditions shall continue in full force and effect. The rights and remedies of the parties hereunder are cumulative and are in addition to, and not in lieu of, all rights and remedies available at law and in equity.

18. Governing Law. To the maximum extent permitted by Applicable Law, these Terms and Conditions shall be governed by and construed in accordance with the law of the State of New York.

NOTE THAT PART A TO THE TERMS AND CONDITIONS: ARBITRATION AGREEMENT FOLLOWS; PLEASE REVIEW CAREFULLY.

PART A to the Terms and Conditions: Arbitration Agreement

PLEASE READ THIS ARBITRATION AGREEMENT CAREFULLY.

When you click to accept, you are agreeing to this pre-dispute arbitration agreement (“Arbitration Agreement”) in connection with the Terms and Conditions for Morgan Stanley Financial Wellness (the “Covered Agreement”).

1. Consent to Arbitration. You agree as follows:

- (a) The parties to the Covered 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;**
- (b) Arbitration awards are generally final and binding and a party's ability to have a court reverse or modify an arbitration award is very limited;**
- (c) The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings;**
- (d) 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;**
- (e) The panel of arbitrators may include a minority of arbitrators who were or are affiliated with the securities industry;**
- (f) 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; and**
- (g) The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into the Covered Agreement.**

If you are a non-resident of the U.S., you agree to arbitrate disputes as described herein and expressly reject the jurisdiction of your home country courts and the applicability of your home country laws.

You agree that all claims, controversies, or disputes, whether such claims, controversies or disputes arose prior, on or subsequent to the date of acceptance of the applicable Covered Agreement, between you and us and/or any of our present or former officers, directors, or employees concerning or arising from or asserted by you (including as a private attorney general, putative representative and/or member of a class of persons or in any other representative capacity, all of which shall heard on an individual basis only) with respect to: (i) the Covered Agreement or your relationship with us in connection with such applicable Covered Agreement; (ii) any transaction involving us or any predecessor or successor firms by merger, acquisition or other business combination and you in connection with such Covered Agreement; or (iii) the construction, performance or breach of a Covered Agreement between you and us or any duty arising from our business as set forth in a Covered Agreement, **shall be determined by the applicable arbitration forum described in Section 2 below.**

2. Arbitration Forum and Notice.

- (a) You agree to arbitration before any self-regulatory organization or exchange of which Morgan Stanley Smith Barney LLC is a member.**
- (b) You may elect which arbitration forum shall hear the matter by sending a registered letter or other written communication addressed to Morgan Stanley Smith Barney LLC, 2000 Westchester Avenue, Purchase, NY 10577, Attn: General Counsel, Wealth Management Legal and Compliance Division. If you fail to make such election before the expiration of five (5) days after receipt of a written request from us to make such election, we shall have the right to choose the forum.**

3. 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: (a) the class certification is denied; (b) the class is decertified; or (c) the person is excluded from the class by the court.
4. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under the Covered Agreement except to the extent stated therein.
5. The statute of limitations applicable to any claims, 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 limitation shall be that which would be applied by the courts in the state where our office servicing your account is located.
6. You further agree that, if you are a non-resident of the U.S., you will submit to the jurisdiction of the chosen arbitration forum and will be bound by its determination thereby waiving any prior, simultaneous or subsequent actions or proceedings in any non-U.S. forums and also waiving any claims based on non-U.S. laws or regulations.
7. **If any Supplemental Agreement or Account Agreement (as such terms are defined in the Terms and Conditions) contains a dispute resolution provision, disputes in connection with your access to or use of the applicable Financial Wellness Service (as defined in the Terms and Conditions) are subject to the provision set forth in the applicable agreement.**

PART B to the Terms and Conditions: Third Party Service Provider Disclosures

When you click to accept, you acknowledge that certain Services are provided to you by Morgan Stanley via certain third party service providers and that you have read and understood the third party service provider disclosures below.

Capitalized terms not defined in this Part B to the Terms and Conditions shall have the meanings set forth in the main body of the Terms and Conditions.

1. You acknowledge and understand that Morgan Stanley routinely enters into a variety of business relationships for which it or an affiliate may receive compensation or pays for services, and such business relationships may include the service providers, its employees or agents, or companies affiliated with the services providers.

2. The service providers referenced in this Part B are:

**My Secure Advantage
Credible.com**

(collectively, the “**Service Providers**”).

The Service Provider products or services described in the Platform (or via any other Morgan Stanley Financial Wellness channel) are provided by each applicable Service Provider, each of which is an unaffiliated party.

3. Neither Morgan Stanley nor its affiliates are the provider of such products or services and will not have any input or responsibility concerning an individual's eligibility for, or the terms and conditions associated with, these products or services.
4. Neither Morgan Stanley nor its affiliates shall be responsible for content of any advice, guidance or services provided by each respective Service Provider.
5. Morgan Stanley or its affiliates may participate in transactions on a basis separate from each Service Provider.
6. Morgan Stanley or its affiliates may receive compensation in connection with referrals made to each Service Provider.
7. Any review of each Service Provider performed by Morgan Stanley was based on information from sources that we believe are reliable but we cannot guarantee its accuracy or completeness. **This referral should in no way be considered to be a solicitation by Morgan Stanley or its affiliates for business on behalf of each respective Service Provider.**
8. Morgan Stanley or its affiliates makes no representation regarding the appropriateness or otherwise of the products or services provided each Service Provider. There may be additional service providers for comparative purposes. If you choose to contact a Service Provider, do thorough due diligence, and make your own independent decision.
9. Financial Coaching, provided by My Secure Advantage, in partnership with Morgan Stanley Financial Wellness is for informational and educational purposes only. It does not provide individually tailored investment advice and has been prepared without regard to the individual financial circumstances and objectives of persons who receive it. Morgan Stanley recommends that investors independently evaluate particular investments and strategies, and encourages investors to seek the advice of a Morgan Stanley Financial Advisor for related questions. The

appropriateness of a particular investment or strategy will depend on an investor's individual circumstances and objectives.

10. The views, opinions, guidance or advice provided by My Secure Advantage and/or their financial coaches (who are not Morgan Stanley employees) are solely those of their own, and do not necessarily reflect those of Morgan Stanley or its affiliates.
11. The views, opinions, guidance or advice provided by Credible.com and/or their employees (who are not Morgan Stanley employees) are solely those of their own, and do not necessarily reflect those of Morgan Stanley or its affiliates.