

Morgan Stanley Third Party User Management
Sub-User Access Agreement

Morgan Stanley Third Party User Management provides you with the ability to establish view-only access for designated third parties (“Sub-User”) to your Morgan Stanley Smith Barney LLC (“Morgan Stanley”) Account(s) (the “Account”). You understand, acknowledge and agree that view-only access means that the Sub-User can view your account, but not make or otherwise initiate any transaction in your Account or utilize any Account functionality.

The rest of this Morgan Stanley Third Party User Management Sub-User Access Agreement (“Agreement”) explains your liability for actions taken by Sub-Users and other important terms regarding the consequences of providing view-only access. This Agreement is intended to be read in conjunction with your account agreement and, if you have established view-only access for Sub-Users through Morgan Stanley Online (“MSO”) or the Morgan Stanley Mobile App (“MS App”), the Morgan Stanley Online Services Agreement (“MSO Terms”). Any term not defined in this Agreement will have the definition as set forth in the applicable account agreement and/or MSO Terms.

1. Parties.

As used herein, the term "you" and "your" shall mean you, individually, and each other party acting on your behalf who has been granted by you view-only access at any time. All references to "we", "us" or "our" shall refer to Morgan Stanley. Morgan Stanley Online is operated by Morgan Stanley and the Services are provided by Morgan Stanley. Services are 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").

2. View-Only Access.

- a. You understand that any Sub-User(s) you designate will be able to view the accounts that you have explicitly granted access to and will also be able to view this information through the MS App.
- b. **You acknowledge that any Sub-User granted such view-only access to your Accounts will be authorized to view personal and confidential information about you**, including, but not limited to, tax information, financial holdings, and personally identifiable information such as information you provide via forms, applications or other online fields including name, postal address, and account numbers.
- c. You further acknowledge that if your Account has an additional owner(s) (e.g. a jointly-owned account), then all such Account owner(s) will receive notification of the Sub-User’s name and Account access authorization. Any such Account owner(s) will have

the authority to revoke the Sub-User's access to the Account without advance permission from you.

- d. The Sub-User will have no ability to transact on your accounts or otherwise make changes to your profile or the Account(s) to which view-only access has been granted, *including*, if the Account is an IRA or Transfer on Death account, no authority is granted to the Sub-User to change the beneficiaries of such Account. Further, no authority is granted herein to the Sub-User to appoint other Sub-Users on the Account.

3. Revoking Sub-User Access.

This grant of view-only access to a Sub-User shall remain in full force and effect until revoked either by you or by Morgan Stanley. You may revoke this grant of Sub-User access by calling the Client Service Center at 1-888-454-3965. Client Service Center representatives are available 24 hours a day, 7 days a week. **It is important to note that revocation of the Sub-User's view-only access does not affect any liability you bear resulting from the Sub-User's actions prior to Morgan Stanley's receiving actual notice of such revocation. Morgan Stanley may revoke or otherwise restrict this grant of Sub-User view-only access at any time in its sole discretion.**

4. Your Liability and Indemnification Obligations.

By providing view-only access to a Sub-User(s) as described above, you understand that you are liable for and agree to indemnify us against any claims relating to all other use of view-only access by your Sub-User(s).

5. Representations Regarding Your Sub-User(s) And Security Concerns.

To the extent you provide us with information regarding the identity of your Sub-User(s) and your relationship with such Sub-User(s), you acknowledge that your representations are true and accurate. You acknowledge that the Sub-User will access MSO by creating their own MSO profile and login details. You further agree that, if applicable, you will protect the security of your MSO credentials by not sharing your username or password with such Sub-User(s).

6. Change to Terms and Conditions.

Upon notice to you, we may add, delete or otherwise modify any portion of this Agreement in whole or in part at any time, including, without limitation, to impose charges for use of the Services or a portion thereof. If you continue to permit the Sub-User to have view-only access to your Accounts after such modification or update, such continued authorization constitutes acceptance of the changes and an agreement to be bound by the terms of the amended Agreement.

7. Miscellaneous

- a. You understand that anything the Sub-User does in the exercise of such right and powers fully binds you.
- b. You agree that you will bear full responsibility for the actions of the Sub-User you have designated and shall indemnify Morgan Stanley against any claims regarding such actions.
- c. The obligations herein shall be binding upon, and the indemnities here shall inure to the benefit of, Morgan Stanley, its affiliates and any successor firms and the assigns of the Morgan Stanley, its affiliates and any successor firm.
- d. You acknowledge that if you are acting on behalf of a corporation, partnership, trust or other entity, Morgan Stanley may require the execution of a new Certification or similar document reflecting that the Sub-User is an authorized individual on the Account, and you hereby agree that you will execute any such required document.
- e. You certify that the decision to appoint the Sub-User was made without any recommendation or referral by an employee or agent of Morgan Stanley.
- f. You intend Morgan Stanley to rely on the fact that you are fully competent in agreeing to the provisions hereof and do so on your own free will, untainted by duress or undue influence from any source.
- g. This Agreement and its enforcement shall be governed by the laws of the State of New York, excluding its conflict of law rules.

You acknowledge and agree that you have read the terms of this Agreement carefully and agree to be bound by such terms and conditions.