

Morgan Stanley Online Prospective Client Access Terms and Conditions

Please read these Terms and Conditions carefully.

The Morgan Stanley Online Prospective Client Access Terms and Conditions (“Agreement”) applies to the users of Morgan Stanley Online (“MS Online”) who have been given access to portions of MS Online that are made available to prospective clients (referenced herein as the “Prospective Client Site” or the “Platform”).

This Agreement covers, among other things:

- Our obligations to you.
- Your obligations as a user of the Platform.
- Your consent to receiving Electronic Communications from us.
- Limitations on our liability to you.
- Terms governing your use of certain specific features of the Platform after you enroll into such services.
- **Terms of an Arbitration Agreement, which provides that disputes will be resolved by binding arbitration rather than a court, as set forth in Part A of this Agreement.**

The Prospective Client Site 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.

By accepting this Agreement, you confirm you have received, reviewed, and that you understand the terms of this Agreement, and that you accept and agree to such terms. If you do not agree to all of the terms, you must exit the Platform and close your browser.

After accepting, you can find this document by logging into the Platform.

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Part A: ARBITRATION AGREEMENT

1. Parties; Scope; Eligibility.

A. This Agreement contains the terms and conditions applicable to all users of the Prospective Client Site and under which Morgan Stanley Smith Barney LLC and, if applicable, our affiliate(s), and any agent, independent contractor, designee or assignee that we, in our sole discretion, involve in the provision of the Platform (collectively, “we”, “us”, “our” or “**Morgan Stanley**”), agree to provide you with access to the Platform and the digital and electronic services, functionalities, and information available via the Platform (collectively, the “**Services**”). As used in this Agreement, the term “you” and “your” shall mean you, as an authorized user of the Platform.

B. The Platform is made available to you on an unsolicited basis and via an access invitation from a Morgan Stanley representative. We do not offer this Platform to individuals directly and outside the context of an access invitation from a Morgan Stanley representative. If you are not the direct recipient of the access invitation, your use of the Platform may be considered invalid by us, and we reserve the right, in our sole discretion, to take action over your access to and use of the Platform. Unless specified otherwise, the term “**account**” or “**user account**” as used in this Agreement does not refer to a Morgan Stanley brokerage or managed account.

C. We reserve the right to determine in our sole discretion your eligibility for any Service or the Platform. This includes certain functionalities of MS Online or the Platform or aspects of any Service being restricted or unavailable to you. We may also require you to take additional actions, such as an enrollment step, before you have access to a Service. Additionally, neither the Platform nor some or all of the Services may be available in all jurisdictions, and the 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**”). Please also review Section 16 (Non-U.S. Residents) carefully.

2. 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 may be required to 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 use of the Platform and your receipt of Electronic Communications. 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. Electronic 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 or (ii) 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 Prospective Client Site. 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. We maintain on MS Online electronically accessible Electronic Communications that we are obligated to retain or provide in writing by law after document publication. You should download or print any available documents that you wish to retain for your records. If such document is available to you as a paper copy, you may contact the Morgan Stanley Client Service Center at 1-(866)-504-1228, Monday-Friday, 8:00AM to 6:00PM Eastern. You may incur a charge for that copy. You acknowledge that we may have different obligations to you with respect to retention and availability of Electronic Communications or documents and to our clients who have brokerage or managed accounts with us.

H. You can withdraw your consent to electronic receipt of Electronic Communications through the Services by contacting the Morgan Stanley Client Service Center at 1-(866)-504-1228, Monday-Friday, 8:00AM to 6:00PM Eastern. 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 2 (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. You further understand that our eDelivery program may not be available to prospective clients.

3. Privacy and Use of Information.

A. We will collect Personal Information from you through your use of this Platform and shared with Morgan Stanley representatives. More details of how Morgan Stanley collects, stores, and uses your Personal Information can be found in Morgan Stanley's U.S. Privacy Policy and Notice ("Privacy Policy"), which is accessible via <https://www.morganstanley.com/privacy-pledge> and via the Prospective Client Site. 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 MS Online and the Platform, you consent to Morgan Stanley collecting, storing, and using your Personal Information as described in the Privacy Policy.

To find out more information about how Morgan Stanley uses cookies and how to reject cookies see our Global Cookies Policy via <https://www.morganstanley.com/disclaimers/global-cookie-policy>.

To find out more information about how Morgan Stanley processes personal data in the United States, see the U.S. Privacy Policy, and in EMEA & Asia see the EMEA & Asia Privacy Policy.

Our privacy policies and notices may be found at on our Privacy Pledge site, located at: <https://www.morganstanley.com/privacy-pledge>.

4. Responsibility for Use of Credentials. You are responsible for maintaining the confidentiality of any user identifications, passwords, authentication codes or other security devices or procedures (collectively, “**Credentials**”) issued to you or that you select for purposes of accessing the Services via the Platform. If you disclose your Credentials to any other persons, you assume all risks and losses associated with such disclosure. You agree not to alter, delete, disable or otherwise circumvent any authentication feature or permit or assist any other party to do so in a manner not authorized by us. We reserve the right to suspend access to the Platform or any Service by you or your Credentials, and change (or require you to change) your Credentials at any time. You shall maintain adequate internal procedures and controls over your use of the Services, and you should notify us immediately upon learning or suspecting that any unauthorized party has obtained your Credentials. Unless otherwise required by Applicable Law, you are responsible for all transmissions, instructions, information, processes, click stream data, actions, or other communications attributable to your Credentials, whether entered by you, your authorized personnel or by any other person if we determine that such person obtained access by your actions (or lack thereof), and any agreement or consent communicated from such access shall be deemed to be a duly signed writing of yours sufficient to bind you. For more information on Morgan Stanley and cybersecurity, visit: <https://www.morganstanley.com/what-we-do/wealth-management/online-security/online-security-resources>.

5. 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 you are no longer a prospective client), 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. You may be asked to execute supplementary agreements, in paper or electronic form, before you are permitted to access or use certain features or functionalities of the Platform (each, a “**Supplemental Agreement**”). In the case of Supplemental Agreements presented to you electronically, you authorize us to rely upon “clicks” in designated locations that are attributable to your Credentials as your consent to the terms of such Supplemental Agreements

B. Please note that the original version of this Agreement is in the English language. Any discrepancy or conflicts between the English version and any other language version will be resolved with reference to and by interpreting the English version.

6. Changes to this Agreement or to Services and Platform; Termination.

A. We may add, delete or otherwise modify any portion of this Agreement (including any Supplemental Agreement and any Electronic Communications) at any time, including, without limitation, imposing charges for the use of any Service. In most cases, we will provide notice to you of any material changes, and your continued use of the Platform after such notice shall represent your acceptance of such modified or additional terms. In certain circumstances, Applicable Law and other circumstances beyond our control may require that we make modifications to this Agreement without providing you notice or which take effect immediately. **Please access and review this Agreement regularly. If you find this Agreement unacceptable to you at any time, please discontinue your use of the Platform.**

B. We may, from time to time, introduce new features to the Services or to the Platform, or modify or delete existing features at our sole discretion. We will notify you of any of these changes to features if we are legally required to do so. By using any new or modified features when they become available, you agree to be bound by the terms and conditions concerning these features.

C. You agree that we and any licensors we use to provide the Platform or the Services may, in our sole discretion and without notice to you, to the extent permissible under Applicable Law, change,

supplement, suspend, terminate, or otherwise restrict any or all functionality and Services of the Prospective Client Site, including the termination of access to the site itself. Any termination by us, however, will not end your obligations or rights under the Agreement before the termination.

D. You may terminate this Agreement 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 this Agreement shall result in termination of your access to the Platform. Sections 3 (Privacy and Use of Information), 6 (Changes to this Agreement or to Services and Platform; Termination), 9 (Representations and Warranties), 10 (Disclaimer of Warranties), 11 (Limitation of Liability), 12 (Your Indemnification Obligations), 13 (Indemnification for Infringement), 14 (Injunctive Relief), 15(A) (Third Party Beneficiaries), 15(B) (Notice), 15(C) (Assignment; Waiver), 15(D) (Entire Agreement; Severability), and 17 (Governing Law) of this Agreement 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 this Agreement, may be considered by us to be a termination by you of this Agreement.

7. Usage and Proprietary Rights. We grant you, for the term of this Agreement, a personal, limited, non-exclusive, revocable, non-transferable, limited and non-sublicensable right to access and use the Services via the Platform, subject to the terms hereof and the following:

A. You have no ownership rights in the Platform or the Services, which are owned by us or our licensors, and are protected under copyright, trademark and other intellectual property laws and other Applicable Law.

B. You receive no copyright or any other intellectual property right in or to the Services or the Platform, except to the extent granted above.

C. You may use the Platform and Services only for personal, family or household purposes relating to the business of Morgan Stanley.

D. You understand that, except as we otherwise agree in writing, you are solely responsible for all costs and fees associated with your use of the Services, including acquiring, installing, maintaining and supporting any hardware and/or software necessary to access and use the Services, and all internet and Wi-Fi access charges you may incur to access and use the Services. You agree that the requirements for such operating environment may change without prior notice.

E. You agree that we may provide certain portions of the Platform or Services under license from third parties, and you agree to comply with any additional restrictions on your usage that we may communicate to you from time to time, or that are otherwise the subject of an agreement between you and such licensors.

F. You agree that any information relating to the content or operation of the Platform and Services is confidential and proprietary to us, and that you will refrain from disclosing such information to any third party.

G. You agree not to attempt to log onto the Platform from any country under sanctions by the Office of Foreign Assets Control (OFAC). Information regarding which countries are under sanctions may be obtained on the U.S. Department of the Treasury website. Any attempt to log onto the Platform from one of these countries may result in your access being restricted and/or terminated.

H. You may not, and will not allow or cause any third party to: (i) decompile, reverse engineer, disassemble, attempt to derive the source code of, or modify any portion of the Services or the Platform, or use the Services or the Platform to develop similar functionality; (ii) copy any portion of the Services or the Platform, except as expressly permitted by this Agreement; (iii) sublicense, distribute, export or resell any portion of the Services or otherwise transfer any rights; (iv) remove any proprietary or other intellectual property rights notices or labels on the Services or the Platform; (v) introduce any code, malicious or hidden mechanisms that would impair the operation of the Services or of our computers or other devices or software, or that would permit unauthorized persons to access the Services; (vi) use

the Services to gain unauthorized access to any computer system, or (vii) otherwise exercise any other right to the Services or the Platform not expressly granted in this Agreement.

8. Risks of Online Technology.

A. You acknowledge that there are security, reliability, data corruption, transmission error, accessibility, availability and related risks associated with use of the mobile and online technology to access MS Online and the Services, to utilize any applicable mobile applications, and to receive and transmit confidential information. Delivery through the internet is not private or secure, and the Electronic Communications sent to you through the Platform are not encrypted. You assume all such risks and agree that, to the maximum extent permitted by Applicable Law, we are not responsible for any unauthorized access, systems outages, delays, disruptions in telecommunications services and the internet, errors, data loss, data corruption, inability to use any portion of the Platform, or other problems that may arise in connection with your use of the Platform. We make no representation or warranty that you will be able to access your account or the Services when you want.

B. The Platform may contain links to third party websites. We are not responsible for, nor do we control, the content, products or services provided by such third party sites. Further, we do not guarantee the products, information or suggestions provided by such third party sites and are not liable for any failure of services or products provided via such sites. In addition, you acknowledge that each third party site may provide less security than the Platform, have a different privacy policy, and there may be other risks associated with leaving the Platform and going to such site.

9. 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 this Agreement and this Agreement contains your legal, valid, binding, and enforceable obligations;

B. You shall only use the Platform in accordance with this 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.

10. 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.

11. 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, THIS AGREEMENT OR THE PERFORMANCE OR BREACH OF THIS AGREEMENT, 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 12 (YOUR INDEMNIFICATION OBLIGATIONS) AND 13 (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 THIS AGREEMENT 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.

12. 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 defence of any third party claim subject to these indemnity provisions. We reserve the right to assume the exclusive defence 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 this Agreement.

13. 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 defence and/or settlement of such claim or action; and
- C. You reasonably cooperate with us, at our expense, in the defence 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:

- (i) Your modification of the Services or the Platform (or any portion thereof) in any manner;
- (ii) Your use of the Platform other than as set forth in this Agreement or an applicable Supplemental Agreement; or
- (iii) Your gross negligence or wilful misconduct.

14. 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.

15. General Provisions

A. 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 6 (Changes to this Agreement or to Services and Platform; Termination), 9 (Representations and Warranties), 10 (Disclaimer of Warranties), 11 (Limitation of Liability), and 13 (Indemnification for Infringement).

B. Notice. 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 2 (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. 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.

For general questions, please call the Morgan Stanley Client Service Center 1-(866)-504-1228, Monday-Friday, 8:00AM to 6:00PM Eastern.

C. Assignment, Waiver. You may not assign, sublicense, delegate, subcontract, or otherwise transfer your rights, duties and obligations under this Agreement, or any portion thereof, to any person or entity without our prior, express written consent. This Agreement is 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 this Agreement 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. You also understand that we reserve the right to assign this Agreement, in whole or in part, without notice to you.

D. Entire Agreement; Severability. This Agreement, together with any and all applicable Supplemental Agreements and Electronic Communications constitutes the entire agreement between you and us with respect to the Platform. If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of this Agreement, and the remainder of this Agreement 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.

E. **Wireless Carrier Authorization.** You authorize your wireless carrier to disclose information about your account, such as subscriber status, payment method, and device details, if available, to support identity verification, fraud avoidance, and other uses in support of transactions for the duration of your business relationship with us. This information may also be shared pursuant to our privacy policies with other companies to support your transactions with us and for identity verification and fraud avoidance.

16. Non-U.S. Residents.

A. The Services do not constitute (and should not be interpreted to constitute) the offering, selling, or conducting of business with respect to such Services in certain jurisdictions outside the United States where Morgan Stanley is not registered, or the conducting of any brokerage, investment advisory, banking or other similarly regulated activities in such jurisdictions.

B. With respect to transactions within the European Union, the following terms shall be applicable: Unless expressed otherwise in an individual product or services terms of use, no contracting or transaction information required by the E-Commerce Directive as implemented will be provided

17. Governing Law. To the maximum extent permitted by Applicable Law, this Agreement shall be governed by and construed in accordance with the law of the State of New York.

NOTE THAT THE ARBITRATION AGREEMENT IS SET FORTH IN PART A BELOW

PLEASE REVIEW CAREFULLY

PART A to the Morgan Stanley Online Prospective Client Access 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 Morgan Stanley Online Prospective Client Access Terms and Conditions (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. You agree to arbitration before any self-regulatory organization or exchange of which Morgan Stanley Smith Barney LLC is a member.
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.