

MORGAN STANLEY PRIVATE BANK, NATIONAL ASSOCIATION DEPOSIT ACCOUNT AGREEMENT

(as of November, 2025)

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I. INTRODUCTION

This Deposit Account Agreement ("Agreement") applies to Morgan Stanley Private Bank, National Association ("Morgan Stanley Private Bank" or "MSPBNA") deposit accounts offered on Morgan Stanley Online ("MS Online") and the Morgan Stanley Mobile App ("MS App"). This Agreement, your deposit application, Rate and Fee Schedule, and the U.S. Privacy Policy and Notice represent our agreement with you and contain important information about your account. Please read them carefully. By signing the deposit application that we have provided, requesting an account, or maintaining an account, you acknowledge that you have reviewed, understand and agree to these terms. YOUR ATTENTION IS DIRECTED TO THE ARBITRATION PROVISION IN SECTION 9 OF THIS AGREEMENT. IF A DISPUTE ARISES BETWEEN US, YOU OR WE MAY REQUIRE THAT IT BE RESOLVED THROUGH ARBITRATION, RATHER THAN BY OTHER LEGAL PROCESS.

A. Terms.

In this document, the words "you" and "your" refer to the owners and authorized signers of an account; "we," "us" and "Bank" refer to Morgan Stanley Private Bank. "Morgan Stanley" refers to Morgan Stanley Smith Barney LLC.

B. Our Relationship.

Unless otherwise expressly agreed in writing, our relationship with you will be that of debtor and creditor. No fiduciary, quasi-fiduciary or other special relationship exists between you and us. We owe you a duty of ordinary care. Any internal policies or procedures that we may maintain in excess of reasonable commercial standards and general banking usage are solely for our own benefit and shall not impose a higher standard of care than otherwise would apply in their absence. There are no third-party beneficiaries to this Agreement.

C. IMPORTANT INFORMATION FOR OPENING AN ACCOUNT.

To help the government fight the funding of terrorism and money laundering activities, the USA PATRIOT Act, a Federal law, requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. When you apply for an account, we will ask you for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

D. ONLINE SERVICES

Please refer to the Morgan Stanley Online Services Agreement for additional terms governing the use of Morgan Stanley Online, the Morgan Stanley Mobile App, and the following services: eAuthorizations, Mobile Deposits, Online Transfers, and Online Payments.

II. DEPOSITS

A. Check Deposit Options.

Mobile Deposit Service is available for check deposits. Deposits must be made through the Morgan Stanley Mobile app and are subject to user enrollment and compliance with the terms of the Morgan Stanley Online Services Agreement.

Checks may also be mailed to us at:

Morgan Stanley Private Bank
Attn: Deposit Operations
P.O. Box 484
Jersey City, NJ 07303-0484

B. Source.

We may accept items payable to any of you for deposit to your account from any source without questioning the authority of the person making the deposit; though we reserve the right to inquire about all sources of funds at our discretion. If you make a deposit or payment that is not accompanied by instructions indicating how or where it is to be credited, we may apply it at our discretion to any loan or deposit account that you maintain with us.

C. Endorsements.

Refer to Section II of the Morgan Stanley Online Service agreement for terms governing endorsement requirements for check deposit.

D. Cutoff Hour.

Except as otherwise indicated in this Agreement, if we receive an item for deposit on a weekend, a holiday or after 4 p.m. Eastern Time ("ET") on a business day, we may treat it as if we had received it on the next business day.

E. Items Sent For Collection.

We and other institutions may refuse to accept a check or other item for deposit or may accept it on a collection basis only. This often occurs with questionable or damaged items. If we accept an item for collection, we will send it to the institution upon which it is drawn, but will not credit your account for the amount until we receive the funds from the other institution. If we elect to credit your account before then, we may charge the amount back against your account at any time if we do not receive payment for any reason. We may impose a fee in connection with sending and receiving items for collection (e.g., by charging your account or deducting the fee from the amount remitted). Other institutions that send or receive items for collection involving your account also may impose a fee for their services.

F. Verification and Collection.

Any item that we accept for deposit is subject to later verification and final payment. We may deduct funds from your account if an item is lost, stolen or destroyed in the collection process, if it is returned to us unpaid, or if it was improperly paid, even if you have already used the funds.

G. Transfer Money Credits.

Credit for an Automated Clearing House ("ACH") transfer is provisional until final payment is received by the payee's financial institution. Until that happens, the party originating the transfer is not deemed to have made payment to the payee, and the payee's bank is entitled to a refund of the provisional credit. If we give you provisional credit for an ACH transfer, but do not receive final payment, you become obligated to us for the full amount without prior notice or demand.

H. Real Time Payments ("RTP").

The RTP system allows for real-time payment transfers between accounts that are located in the United States. RTP payments and transfers are governed by the RTP system rules in addition to this Agreement, and transaction limits may apply. RTP transfers are final once submitted; it is your responsibility to ensure that instructions are accurate. An RTP payment or transfer request cannot be amended or cancelled once it has been received. We may attempt to abide by a subsequent request for a change, but we are not obligated to do so. If we receive a message requesting return of an RTP payment received for credit to your account, we may notify you of that request. While you may not be obligated to comply with any request to return RTP-transferred funds, any resulting dispute and resolution is solely between you and the sender of the RTP transfer. You may request that we return such payment to the sender. We may, at our sole discretion, attempt to honor such request but will have no liability for our failure to do so. You agree to indemnify, defend and hold us harmless from all claims, actions, proceedings, fines, costs and expenses (including, without limitation, attorney fees) related to or arising out of any RTP transfer or dispute, as allowed by law.

Notice of Incoming Transfer. We are not required to give you a separate notice of our receipt of an ACH or RTP transfer. If we accept ACH or RTP credits to your account, you will receive notice of the credit on your next regular periodic statement. Although we may send notice of a non-ACH incoming funds transfer (e.g., a wire), we assume no obligation to do so. Transfers to your account will be reflected on your regular periodic statement. You also can contact us during normal business hours to determine if a transfer has been credited to your account.

III. FUNDS AVAILABILITY

A. Your Ability to Withdraw Funds.

Our policy is to delay the availability of funds from your check deposits and ACH debit entries that we originate. During the delay, you may not withdraw the funds to pay checks and we will not use the funds to pay checks that you have written.

B. Determining the Availability of a Deposit.

The length of the delay is counted in business days from the day of your deposit. Every day is a business day except Saturdays, Sundays, and federal holidays. If you make a deposit before 4 p.m. ET on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after that hour or on a day we are not open, we will consider that the deposit was made on the next business day we are open. The length of the delay varies depending on the type of deposit and is explained below.

C. Same-Day Availability.

We will make wire deposits, RTP transfers, transfers from other Morgan Stanley Private Bank accounts and Morgan Stanley accounts owned by you, and electronic direct deposits to your account available to you on the date we receive the deposit.

D. Next-Day Availability.

We will make funds available for the following items on the first business day following their deposit, provided they are made payable to you:

- U.S. Treasury checks under \$6,725; and
- State and local government checks, cashier's checks, certified checks, teller's checks, Federal Reserve Bank checks and Federal Home Loan Bank checks under \$6,725.
- Checks drawn on Morgan Stanley Private Bank customers and under \$6,725.

E. Other Check Deposits.

- U.S. Treasury checks over \$6,725: The first \$6,725 will be available on the first business day after the date of your deposit. The remaining funds will be available on the fourth business day after the date of your deposit.
- State and local government checks, cashier's checks, certified checks, teller's checks, Federal Reserve Bank checks and Federal Home Loan Bank checks over \$6,725: The first \$6,725 will be available on the first business day after the date of your deposit. The remaining funds will be available on the fourth business day after the date of your deposit.
- Other checks: The first \$275 will be available on the first business day after the date of deposit, an additional \$6,450 will be available on the second business day after the date of deposit, and the remaining amount will be available on the fourth business day after the date of deposit.
- If you make the deposit of a check drawn on a Morgan Stanley Private Bank account and over \$6,275: The first \$6,725 will be available on the first business day after the date of your deposit. The remaining funds will be available on the second business day after the date of your deposit.
- Longer Delays May Apply. Funds you deposit by check may be delayed for a longer period under the following circumstances:
 - We believe a check you deposit will not be paid;
 - You redeposit a check that has been returned unpaid;
 - You have overdrawn your account repeatedly in the last six months;
 - There is an emergency, such as failure of computer or communications equipment;
 - You deposit checks totaling more than \$6,725 on any one day.

Funds will generally be available no later than the fourth business day after the date of your deposit.

F. Initial Deposit.

All initial deposits made by an existing or new customer for an additional or new account that is funded from ACH debit entries that we originate, will be available on the third business day after the date of deposit.

G. ACH Credit Entries.

For all subsequent deposits, funds received from ACH credits that we originate via Online Transfers will be available on the third business day after the date of deposit.

H. Special Rules for New Accounts.

If you are a new customer to the Bank, the following special rules will apply during the first 30 days your account is open: Funds from electronic direct deposits (i.e., wires and ACH credit transfers) to your account will be available on the day we receive the deposit.

Other than the hold times listed below – any Mobile Check Deposits processed before 4 p.m. ET and in good order, will post to your account at the end of that business day. Check deposits made after 4 p.m. ET will be processed the following business day.

The first \$6,725 of a day's total deposits from cashier's, certified, teller's, and federal, state and local government checks will be available on the first business day after the date of your deposit. The excess over \$5,525 will be available on the fourth business day after the date of your deposit.

Funds from all other check deposits will be available on the fourth business day after the date of your deposit.

IV. INTEREST ON DEPOSITS

Please see our "Rate and Fee Schedule" for information on interest paid on interest-bearing accounts.

V. WITHDRAWALS

A. Authorized Signers.

Your signature card (or electronic account opening record) identifies who is authorized to make withdrawals, , transfer funds, stop payments, obtain ancillary services, and otherwise give us instructions regarding your account. We may act on the signature or instruction of any one of the authorized signers on your account.

If we accept a signed request by you (by mail or fax) to withdraw funds, we may mail a check payable to the account holder(s). Funds may be transferred to other bank accounts by telephone request through Bank personnel or over the Internet, if you participate in our online banking services. We may refuse any withdrawal request against uncollected funds.

B. Order of Payments.

We process transactions in the order they are received. If you want to avoid the possibility rejected transactions, you should ensure that your account contains sufficient collected and available funds for each of your transactions.

C. Discrepancies.

If there is a discrepancy in a check you have written between the amount in numbers and the amount in words or embossed numbers, we may dishonor the item, without liability.

D. Limitations.

At our discretion, we may require the signatures of all account owners for the withdrawal of funds and/or the closing of an account.

We may refuse to honor any withdrawal or order if funds on deposit are insufficient or unavailable to cover the request or order or there is a dispute or question as to the ownership of account funds.

E. Advance Notice.

We reserve the right to require seven days advance written notice of an intended transfer or withdrawal of funds from any savings account. We currently do not exercise this right.

VI. ACCOUNT LIMITATIONS

A. Eligibility.

Bank accounts are intended for clients residing in the US. Should your legal or mailing address change to an international jurisdiction, your account will be restricted, certain account features may become unavailable and your account may be subject to closure. This excludes FPO/APO addresses, also known as military addresses.

B. Deposits.

We may refuse to accept a deposit to an account, limit its size, or return all or part of it to you. We reserve the right to limit the amount of funds that may be maintained in an account.

VII. FEES

Our Rate and Fee Schedule describes the most frequently encountered fees associated with our accounts and services. Some services are negotiated separately and may be subject to other written agreements with us. Information on fees for services not covered by the schedule is available upon request. In addition to fees, you agree to pay all taxes, tariffs and assessments levied or imposed by any government agency in connection with your account or account-related services (excluding any income tax payable by us).

If a minimum average balance is required to avoid a fee, the average balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.

Monthly service charges are earned the first day of the statement period and collected on the last day of the statement period. Service charges are not prorated for partial months. Certain fees may change without specific notice to you. Account owners must promptly pay the fees and charges associated with their accounts and services, and are jointly and severally liable for such fees. We may deduct account fees automatically from your accounts.

VIII. ELECTRONIC FUND TRANSFERS

The following terms apply to electronic fund transfers ("EFTs") governed by the Federal Electronic Fund Transfer Act (e.g., consumer ATM, POS, Online Banking, RTP, and ACH). It also applies to ATM and debit cards issued for business and other non-personal accounts as well as certain international wire transfers. Any authorized signer on an account may apply for electronic fund transfer services on behalf of all authorized signers. Note that some account types may not be eligible for EFTs; please see our current Rate and Fee Schedule for eligibility for specific account types.

A. Electronic Presentment/Posting.

We may charge your account on the day that a check or other transaction is presented (or returned) to us directly or electronically for payment. We may charge your account or place a hold on funds at an earlier time if we receive notice that a check or other item deposited to your account is being returned, or if we receive notice that your check or electronic payment (e.g., at a point-of-sale) is being processed for collection. **Please note:** Some merchants may obtain authorizations in advance for point-of-sale transactions in an amount greater than the final transaction amount. You agree that we may place a hold on sufficient funds to cover the amount of the authorized transaction, pending its final settlement through the system, even if that amount exceeds the actual amount of the transaction. This could affect the balance available to cover other transactions.

B. Preauthorized/Automatic Transfers.

Pre-authorized electronic fund transfers may be made to your account from a third party (e.g., Social Security, a pension fund, or your employer) or from your account to a third party (e.g., recurring mortgage or insurance payments through the Automated Clearing House ("ACH")). "Pre-authorized transfer" does not include: (a) transactions initiated by check, draft or similar paper instrument, (b) transfers to or from business or other non-

personal accounts, (c) individual transfers we initiate under an agreement with you, but without your specific request (e.g., automatic savings or automatic loan payments to us from your account), or (d) transfers initiated by telephone. Please note: If governmental recurring or other electronic payments are made into your account, the payments may be affected by a change in account status or transfer (e.g., to another office). If you plan to transfer your account or change its status, please speak with us in advance about the impact the change may have on your electronic fund transfer services.

Please see the "Other Electronic Terms" section for other terms applicable to this service.

C. Telephone Banking Service.

You can use this service to obtain account information. Please note that balance information may not reflect recent transactions, and may include funds that are not available for immediate withdrawal. The balance information feature is not subject to the error resolution or liability sections set forth below.

Please see the "Other Electronic Terms" section, below, for other terms applicable to this service.

D. Other Electronic Terms.

Record of Your Transactions.

- *Preauthorized Credits.* If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can log in to your account at Morgan Stanley Online or call us at 800-688-3462 to find out whether or not the deposit has been made.
- *Account Statements.* You should get a monthly account statement even if there is no activity and/or your account balance drops to zero. At a minimum, you will get a statement at least quarterly.
 - When you open a Bank account via the online application, statement delivery is defaulted to electronic delivery. ~~However, if you set your customer level Bank statement delivery preference to paper on morganstanley.com, this setting will apply to all your current and future Bank accounts. Additionally, statements will still be made available to you on Morgan Stanley Online.~~

Our Liability for Failing to Make Transfers. If we do not complete an electronic fund transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. There are some exceptions, however. We will not be liable, for instance, if:

- Through no fault of ours, you do not have enough available funds in your account to make the transfer;
- Circumstances beyond our control (such as fire, flood, water damage, power failure, strike, labor dispute, computer breakdown, telephone line disruption or a natural disaster) or a rolling blackout prevent or delay the transfer despite reasonable precautions taken by us;
- The system, ATM or POS terminal was not working properly and you knew about the problem when you started the transaction;
- The funds in your account are subject to legal process, an uncollected funds hold or are otherwise not available for withdrawal;
- The information supplied by you or a third party is incorrect, incomplete, ambiguous or untimely;
- We have reason to believe the transaction may not be authorized by you;
- The transaction cannot be completed because your card is damaged;
- We process your Internet payment in a timely manner, but the payee rejects your payment or fails to process it in a timely manner; or
- You fail to follow service instructions on how to make a transfer or bill payment.

There may be other exceptions stated in our agreement with you.

Your Liability for Unauthorized Electronic Fund Transfers. Tell us AT ONCE if you believe your Card, PIN or password has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account. If you tell us within two business days after you learn of the loss or theft of your Card, PIN or password, you can lose no more than \$50 if someone used your Card,

PIN or password without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your Card, PIN or password, and we can prove we could have stopped someone from using your Card, PIN or password without your permission if you had told us, you could lose as much as \$500.

Unless we determine that you were grossly negligent or fraudulent in the handling of your account or Card, you will not be liable for the \$50 or \$500 amounts described above for transactions conducted with your debit card. Also, if your statement shows transfers that you did not make, including those made by Card, PIN, password or other means, tell us at once. If you do not tell us within 60 days after the statement was sent or otherwise made available to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If you cannot meet the above timeframes due to extenuating circumstances, please notify us and we will work to extend those timeframes as reasonable.

Business and Other Non-personal Accounts. The provisions in this Electronic Fund Transfers section dealing with "Our Liability for Failing to Make Transfers," "Your Liability for Unauthorized Electronic Fund Transfers," and "In Case of Errors or Questions About Your Electronic Fund Transfers" (and related provisions on the back of periodic statements) do not apply to business or other non-personal accounts. You should notify us immediately if you discover any unauthorized transactions or errors, and must send us a written notice of the problem within a reasonable time (not to exceed 14 days from the date of discovery or your receipt of the first statement or notice reflecting the problem, whichever occurs first).

Under no circumstances will we be liable for any special or consequential damages involving such accounts.

You are liable for all unauthorized transactions made with your debit card or the PIN associated with your Card that occur prior to the time you notify us to cancel your Card, that an unauthorized transaction has taken place, or that your Card or PIN has been lost or stolen. There is one exception to this liability: Unless you are grossly negligent or fraudulent in the handling of your debit card or account, you will not be liable for unauthorized signature-based debit card transactions. It is important that you review your statements closely, however. If you fail to notify us of unauthorized transactions within 60 days of the date of the first statement showing unauthorized activity, you will be liable for unauthorized transactions that occur after the 60-day period.

Debit card transactions are not considered unauthorized if they are made by a business co-owner or any other person with an interest in or authority to transact business on your account, even if the person exceeds any authority given by you.

How to Stop Preauthorized Transfers From Your Account. If you have told us in advance to make regular payments out of your account, you can stop any of these payments by writing to us at Morgan Stanley Private Bank, Attn: Payment Services Department, P.O. Box 484, Jersey City, NJ 07303-0484, or by calling us at 800-688-3462.

We must receive your request at least three business days before the payment is scheduled to be made. (Note: If you fail to give us your request at least three business days prior to a transfer, we may attempt, at our sole discretion, to stop the payment. We assume no responsibility for our failure or refusal to do so, however, even if we accept the request for processing.) If you call, we may require you to put your request in writing to us and to provide us with a copy of your notice to the payee, revoking the payee's authority to originate debits to your account, within 14 days after you call. If we do not receive the written confirmation within 14 days, we may honor subsequent debits to your account. For individual payments, your request should specify the exact amount (dollars and cents) of the transfer you want to stop and the identity of the payee. Unless you tell us that all future transfers to a specific recipient are to be stopped, we may treat your stop payment order as a request concerning the one transfer only. If you order us to stop one of these payments at least three business days before the transfer is scheduled and we do not do so, we will be liable for your losses or damages.

Lost or Stolen Password. You agree that we may confirm your identity and authorization for transactions by means of the User ID and/or password assigned to you for an electronic fund transfer service or any other online transaction. If you believe your User ID or Password has been lost or stolen, or that someone has

transferred or may transfer money from your account without your permission, call us at the number or write us at the address described in the preceding section. You should also call that number or write to that address if you believe a transfer has been made using the information from your check without your permission.

In Case of Errors or Questions About Your Electronic Transfers. Write to us at Morgan Stanley Private Bank, Attn: Payment Services Department, P.O. Box 484, Jersey City, NJ 07303-0484, faxing us at 1-866-289-1404, or by calling us at 800-688-3462 as soon as you can if you think your statement or receipt is wrong or if you need more information about an electronic transaction. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

1. Tell us your name and account number.
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

In addition, it would be helpful if you provided us with any supporting documentation related to the error. If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time that it takes us to complete our investigation. In certain instances, we may provide credit sooner. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

For errors involving new accounts, POS, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

Fees. See our current Rate and Fee Schedule for charges related to electronic fund transfer services.

Business Days. Our business days are Monday through Friday, excluding federal holidays.

Release of Account Information. We may release information regarding your account and the transactions you perform under certain circumstances. See "Release of Account Information" in the "Additional Terms and Conditions" section.

Change in Terms/Termination of Service. We may change (add to, delete or amend) the terms or terminate your use of our electronic fund transfer services at any time, with or without cause and without affecting your outstanding obligations under this Agreement. We may terminate or suspend your electronic fund transfer service immediately if: any of you breach this or any other agreement with us; we have reason to believe that there has been or may be an unauthorized use of your account, Card or PIN; there are conflicting claims to the funds in your account; or any of you requests that we do so. If you ask us to terminate your account or the use of any Card, you will remain liable for subsequent transactions performed by you or any authorized user.

IX. ARBITRATION

IT IS IMPORTANT THAT YOU READ THIS ARBITRATION CLAUSE. IT PROVIDES THAT YOU MAY BE REQUIRED TO RESOLVE ANY CLAIM OR DISPUTE THROUGH ARBITRATION, EVEN IF YOU WOULD PREFER TO LITIGATE THE CLAIM IN COURT. YOU ARE GIVING UP THE RIGHTS YOU MIGHT HAVE TO LITIGATE SUCH CLAIMS BEFORE A JURY. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT, SUCH AS DISCOVERY OR THE RIGHT TO APPEAL THE DECISION, MAY NOT BE AVAILABLE IN ARBITRATION OR MAY BE MORE LIMITED. YOU SHOULD CONSULT LEGAL COUNSEL

TO DETERMINE WHETHER THIS ARBITRATION CLAUSE IS APPROPRIATE FOR YOU.

All disputes, claims, or controversies between you and the Bank regarding your account or any account-related services, except claims subject to the jurisdiction of the small claims court (or your state's equivalent court), shall be resolved by binding arbitration at the election of either party. This applies to all disputes arising under case law, statutory law, and all other laws including, but not limited to, all contract, tort, and property disputes, disputes arising out of or relating to your relationship with the Bank, your account with the Bank, or relating to any service provided by the Bank in connection with your account, as well as all such disputes between you and the Bank's officers, employees, agents, or affiliates.

The arbitration shall be conducted according to the rules then in effect of the American Arbitration Association. The Web address of the American Arbitration Association is www.adr.org and their telephone number is 800-778-7879. The matter shall be heard by one arbitrator unless the amount in controversy exceeds \$75,000, in which event three arbitrators shall hear the case. A submission to a single arbitrator will be deemed a waiver of any right to recover more than \$75,000. This arbitration agreement concerns transaction in interstate commerce and shall be governed exclusively by the Federal Arbitration Act, 9 U.S.C. Sections 1-16. The award of the arbitrators or of the majority of the arbitrators will be final and binding, and judgment on such award may be entered in any court having jurisdiction. This arbitration agreement shall be binding upon each party's heirs, administrators, representatives, executors, successors, assigns, and all other persons claiming a legal or beneficial interest in your account. Any costs, attorneys' fees or taxes involved in confirming or enforcing the award will be fully assessed against and paid by the party resisting confirmation or enforcement of the award.

Except as otherwise required by law: (a) you may not assert claims on behalf of others in an arbitration proceeding (e.g., in a representative or private attorney general capacity), and (b) the arbitrator shall not have the authority to award relief for or against anyone on a class or representative basis.

The parties agree and understand that the arbitrator shall have all the powers provided by law and the rules of the arbitration forum. Those powers shall include all legal and equitable remedies, including, but not limited to, money damages, declaratory relief, and injunctive relief, available under applicable law. The institution and maintenance of any action for judicial relief in a court to obtain a monetary judgment or enforcement shall not constitute a waiver of the right of any party to compel arbitration regarding any dispute or remedy subject to arbitration.

If you initiate arbitration, the Bank will pay one half of any arbitration filing fee. You will pay the rest of the filing fee and all of the arbitration fees charged by the arbitration forum and the arbitrator through the first day of the arbitration, up to a maximum of eight hours. The Bank and you will split any remaining fees. The arbitrator(s) shall have the power to assess in the award all or part of the filing fees and arbitration fees to either party. If you believe the cost of arbitration may be too burdensome, you may contact the arbitration forum to seek a waiver and, if that is not successful, you may contact the Bank and request that the Bank pay a greater share of the arbitration fee. If the laws of the State in which you are a resident require Morgan Stanley Private Bank to pay all forum fees, Morgan Stanley Private Bank will pay those fees.

You consent to the personal jurisdiction of the courts of the State of New York, U.S.A. for all purposes relating to this arbitration agreement; and you agree that the arbitration shall be conducted in the English language. If you reside outside the United States at the time of arbitration, you agree that the arbitration will be held in New York, New York.

If any part of this arbitration clause is determined to be void or unenforceable for any reason, the remainder of this arbitration clause shall remain in effect to the maximum extent possible and the void or unenforceable part shall be severed from the rest of the agreement. However, any dispute as to the validity of this arbitration clause, including the waiver of rights to participate in any class action, shall be determined by a court of competent jurisdiction. In the event that the class action (or similar representative action) waiver in this arbitration clause is deemed invalid, then the entire arbitration clause shall be null and void.

This section will not be deemed to limit or constrain our right of set off, to obtain provisional or ancillary

remedies, to interplead funds in the event of a dispute, to exercise any security interest or lien we may hold in property, or to comply with legal process involving your accounts or other property.

X. ADDITIONAL TERMS AND CONDITIONS

A. Adjustments.

We may make adjustments to your account whenever a correction or change is required. Adjustments might occur, for example, if deposits are recorded in the wrong amount or items you deposit are returned unpaid. We may elect, at our discretion, not to make an adjustment to your account to correct an error which you or a third party (e.g., another financial institution) cause if the adjustment is less than \$5.00 or our cost to make the adjustment is greater than the amount in question.

B. Amendments/Changes in Account Terms.

We may change (add to, delete or alter) the terms of our agreement with you at any time by mailing, emailing or delivering a notice, a statement message or an amended agreement to any of you at the last address (location or email) on file for you, your account, or the service in question. Unless otherwise required by law, we may amend the agreement without prior notice (e.g., by posting the information at our Internet Web site, or otherwise making it available to you). We may substitute similar services or discontinue currently offered services for certain accounts by giving you prior notice.

C. Changes in Account Ownership, Address and Authorized Signers.

You agree to notify us immediately in writing of any change in your name, address, business capacity (e.g., sole proprietor to corporation), or the authorized signers on your account. We may require a new signature card or other documentation before giving effect to any change in ownership or authorized signers.

If the owners or authorized signers on your account change, we may continue to honor items and instructions given earlier by any previously authorized person(s) until we receive specific notice from you in writing not to do so (Note: A new or updated signature card, by itself, does not constitute notice to terminate any pre-existing payment or transfer plan). In some instances, we may require you to close your account or provide us with stop payment orders in order to prevent transactions from occurring. There may be a delay in implementing a change in the authorized persons on our records, and you agree that we will be given a reasonable opportunity to make the changes necessary.

We may rely solely on our account records or those of our affiliates to determine the ownership of your account.

D. Checks Bearing Notations.

Although we are not obligated to, we may pay or accept checks and other items bearing restrictions or notations (e.g., "Void after 6 months," "Void over \$50.00," "Payment in Full," and the like), whether on the front or back, in any form or format. If you deposit an item or write a check with such a notation, you agree that it applies only between you and the payee or maker. The notation will have no effect on us, and you agree to accept responsibility for payment of the item.

E. Check Endorsement.

Federal regulations provide that the top 1½ inches on the back of a check (when read vertically from the trailing edge) is designated for your endorsement as payee. If you endorse a check in the area outside of the endorsement area, mark or otherwise obscure the other area, or make an endorsement which is illegible or incomplete, you agree to hold us harmless from any loss, delay, liability, claim, or damage which occurs as a result.

F. Checks Lost or Stolen.

When you deposit a check or other item with us, we act as your agent to collect the item. The risk of loss of an item in the process of collection is on you. We may reverse any credit given and any interest earned or

accrued for a deposited item that is lost in transit. You will do everything reasonably within your ability to promptly assist us to find, identify or replace a lost item, including but not limited to maintaining a record of the maker of items delivered to us for deposit and collection. We shall not be liable to you if an item is lost in the process of collection, provided we exercised ordinary care in handling the item. In no event shall we be liable to you if you cannot identify the maker of the lost item.

G. Check Processing Cutoff Hour.

If we receive an item for deposit or payment on a weekend, a holiday or after 4 p.m. ET on a business day, we may treat it as if we had received it on the next business day. Our processing cutoff hour with respect to any knowledge, notice, stop payment or postdated check order, or legal process received by us involving a check is one hour after the opening of the business day following the business day on which we receive the check. The cutoff hour with respect to setoffs exercised by us is midnight of the business day following the business day we receive a check, or such later time by which we must return the check. The cutoff hour determines our obligation under state law to pay or return certain checks that have been received but not finally paid by us on the previous business day.

H. Check Verification.

We process certain checks by automated means based on information encoded on the checks. As such, we may not physically examine all checks to determine if they are properly signed or completed. You agree that we may rely on such a process and that it will be deemed an acceptable standard of care on our part.

I. Compliance.

You agree to comply with applicable law, including without limitation, the economic sanctions administered by the U.S. Treasury's Office of Foreign Asset Control. You may not use your account or our services for any illegal activity. You agree to indemnify, defend and hold us harmless from every action, proceeding, claim, loss, cost and expense (including attorney's fees) suffered or incurred by us due to any U.S. or foreign government entity seizing, freezing or otherwise asserting or causing us to assert control over any account or funds in an account of yours (or ours) when purportedly caused by or arising out of your action or inaction. This will apply whether or not such action is ultimately determined to be authorized under the laws of the U.S. or its territories, or of any foreign jurisdiction. We are not required to inquire or determine the authority of any action taken by the U.S. or foreign government entity prior to acceding to any legal process initiated by it.

J. Conflicting Demands/Disputes.

If there is any uncertainty or conflicting demands regarding the ownership of an account or its funds, we are unable to determine any person's authority to give us instructions, we are requested by any state or local agency to freeze the account or reject a transaction due to the suspected financial abuse of an elder or dependent adult, or we believe a transaction may be fraudulent or may violate any law, we may, at our sole discretion: (1) freeze the account and refuse transactions until we receive written proof (in form and substance satisfactory to us) of each person's right and authority over the account and its funds; (2) refuse transactions and return checks, marked "Refer to Maker" (or similar language); (3) require the signatures of all authorized signers for the withdrawal of funds, the closing of an account, or any change in the account regardless of the number of authorized signers on the account; (4) request instructions from a court of competent jurisdiction at your expense regarding the account or transaction; and/or (5) continue to honor checks and other instructions given to us by persons who appear as authorized signers according to our records. The existence of the rights set forth above shall not impose an obligation on us to assert such rights or to deny a transaction.

K. Consent to Gather Information.

Each of you authorizes us to obtain information from time to time regarding your credit history from credit reporting agencies and other third parties.

L. Death or Adjudication of Incompetence.

You agree to notify us immediately of the death or court-declared incompetence of any owner, authorized

signer or designated beneficiary on your account. We may disregard any notice of incompetence unless the person in question has been declared incompetent by a court of appropriate jurisdiction and we receive written notice and instructions from the court regarding the account. We also may freeze, offset, refuse and/or reverse deposits and transactions (e.g., governmental or retirement benefit payments payable to the deceased) if an owner dies or is adjudicated incompetent. If we are obligated to return funds removed from the account following the death or incompetence of any owner, the other owners agree to reimburse us for the amount.

If we have any question as to the ownership of funds or the amount of funds that belong to any person upon the death of an owner, we may freeze all or part of the account, pending receipt of proof (satisfactory to us) of each person's right to the funds.

M. Demand Drafts and Remotely Created Checks

If you provide your account number to a third party in order to charge your account by means of one or more remotely created checks or demand drafts (i.e., items which do not bear your actual signature, but purport to be drawn with your authorization), you authorize us to pay such items, even though they do not contain your signature and may exceed the amounts you authorized to be charged. This provision shall not obligate us to honor such items. We may refuse to honor such items without cause or prior notice, even if we have honored similar items previously. We are not under any obligation to verify whether the name and account number shown on such items are consistent.

You may not deposit demand drafts or remotely created items to an account with us without our prior, express written consent.

N. Electronic Instructions.

We may, but are not required to, act upon instructions received by fax transmission, voice mail, email, or online secured messaging.

O. Facsimile Signatures.

We may refuse to accept or may pay items bearing facsimile signatures. You agree to assume full responsibility for any and all payments made by us in reliance upon signatures that resemble the actual or facsimile signature(s) that any of you provide to us in connection with your accounts or services.

You authorize us to pay any check that appears to bear your authorized facsimile signature, without further inquiry. You agree to indemnify, defend and hold us harmless from any and all actions, claims, losses, damages, liabilities and expenses (including attorney's fees) arising directly or indirectly from the misuse or the unlawful or unauthorized use or copying of facsimile signatures (whether affixed manually, by stamp, mechanically, electronically or otherwise).

P. Financial Statement.

You will provide us with a current financial statement upon request.

Q. Governing Law.

To the extent this Agreement is subject to the laws of any state, it will be subject to the laws of New York, without regard to its conflict of law provisions. Unless otherwise provided in this Agreement, we may comply with applicable clearinghouse, Federal Reserve Bank and correspondent bank rules in processing transactions. You agree that we do not have to notify you of a change in those rules, except to the extent required by law.

R. Inactive Accounts.

For security reasons, we may refuse a withdrawal or transfer from accounts we internally classify as dormant if we cannot reach you in a timely fashion to confirm the transaction's authorization. Service charges for "inactive accounts" are the same as service charges for active accounts. Charges are not reimbursed for inactive accounts that are later reclassified as "active."

We may transfer (escheat) your property to the appropriate state if no activity occurs in the account or you fail to communicate with us regarding your account within the time period specified by state law. If funds are transferred to the state, you may file a claim with the state to recover the funds.

S. Indemnification.

Except as otherwise set forth in this Agreement, you agree to indemnify, defend and hold us harmless from all claims, actions, proceedings, fines, costs and expenses (including, without limitation, attorney fees) related to or arising out of: (a) your actions and omissions in connection with your accounts or our services, and (b) our actions and omissions, provided that they are taken/omitted in accordance with this Agreement or your instructions. This provision shall survive the termination of this Agreement.

T. Legal Process.

We may comply with any writ of attachment, execution, garnishment, tax levy, restraining order, subpoena, warrant or other legal process which we believe (correctly or otherwise) to be valid. We may notify you of such process by telephone, electronically or in writing. If we are not fully reimbursed for our record research, photocopying and handling costs by the party that served the process, we may charge such costs to your account, in addition to our minimum legal process fee. You agree to reimburse us for any cost or expense, including attorney fees, which we incur in responding to legal process related to your accounts.

Accounts opened with trust or fiduciary designations (e.g., "XYZ, Inc. - Client Trust Account") may be subject to levies and other legal process against your property unless our records clearly reflect the existence of an express written trust or court order.

We may not pay interest on any funds we hold or set aside in response to legal process. You agree that we may honor legal process that is served personally, by mail, or by facsimile transmission at any of our offices (including locations other than where the funds, records or property sought is held), even if the law requires personal delivery at the office where your account or records are maintained.

U. Limitation on Time to Sue/Arbitrate.

Unless otherwise required by law, an action or proceeding by you to enforce an obligation, duty or right arising under this agreement or by law with respect to your account or any account service must be commenced no later than one year after the day the cause of action accrues.

V. Monitoring Communication.

We may elect to monitor or record any of your telephone conversations with us for quality control purposes and for our own protection. We may also monitor and make a record of your use of any service and any other communications between Morgan Stanley Private Bank and you and may use the resulting information for internal purposes or as may be required by applicable law. We do not monitor or record all telephone lines or calls, and we do not guarantee that recordings of any particular telephone calls will be retained or can be retrieved. Unless otherwise agreed in writing, we do not consent to the recording of telephone conversations by any third party or you.

W. New Account Verification.

We may use a third party service to verify and obtain information regarding your previous banking relationships. We may also report the status, history and/or closure of your account to such third party services.

X. Overdrafts.

If you do not have sufficient available funds on deposit to cover the amount of a transaction (e.g., automatic payment or other electronic transaction), we may return the check or reject the transaction without payment.

If we permit an overdraft or otherwise allow your account balance to drop below zero, you agree to pay the amount of the overdraft promptly, without notice or demand from us. You agree that we may use subsequent

deposits and other credits to the account, including without limitation deposits of government, welfare, retirement and Social Security benefits, to cover any overdraft existing in your account, to the fullest extent permitted by law.

Each account owner is jointly and severally responsible for paying any overdrafts created by any authorized signer or party to the account, whether or not the owner participates in the transaction or benefits from its proceeds.

Our allowance of transactions that create overdrafts in no way obligates us to continue that practice at a later time. We may discontinue permitting overdrafts without cause or notice to you. We discourage the practice of overdrawing accounts.

Y. "Pay-on-Death" Accounts.

This type of account passes to the designated beneficiaries on the death of an owner (or all of the owners if this is a joint account). During their lifetime, the owner(s) may exercise full control over the account and may make deposits to and withdrawals from the account. Upon the death of the last surviving owner, the account funds pass to the surviving beneficiaries. If there is more than one surviving beneficiary, each will receive an equal share of the funds, unless we have been instructed otherwise by the owner(s) in writing. The owner(s) may change beneficiaries during their lifetimes by updating our account documentation. Owners should keep us informed about each beneficiary's address.

Z. Photocopies.

Checks and other items are sometimes lost during processing or while in transit. If a photocopy of a check or other item that appears to be drawn on your account is presented to us for payment in place of the original, we may pay the photocopy if it is accompanied by a representation from another financial institution that the original item has been lost or destroyed. We will not incur any liability in the event the original item is later presented to and paid by us, unless a stop payment order is in effect for the check.

AA. Power-of-Attorney.

Any owner may appoint an attorney-in-fact for an account and may revoke a power of attorney. You should notify us in advance if you plan to create a power of attorney involving your account. We generally will accept a Uniform Statutory Form Power of Attorney that complies with state law. We may refuse to accept other forms of powers of attorney, however, with or without cause.

We may act on the instructions of an attorney-in-fact whether or not the attorney-in-fact relationship is noted in the instruction (e.g., on any check signed by the attorney-in-fact). You can revoke your power of attorney by sending a written notice to us. We assume no duty to monitor the actions of your attorney-in-fact to ensure that (s)he acts for your benefit.

BB. Release of Account Information.

We may share information we have about you with affiliates and third parties, except as prohibited under applicable law or our U.S. Privacy Policy and Notice. For more information, please consult our U.S. Privacy Policy and Notice."

CC. Returned Items/Transactions.

If we are notified that an item you deposited is being returned unpaid, we may attempt to reclear the item, place a hold on the funds in question (see "Funds Availability") or charge your account for the amount (and any interest earned on it), whether or not the return or notice of non-payment is proper or timely. This also applies to checks drawn on us which are not paid for any reason, and to checks that are returned to us in accordance with any law, regulation or rule (including a clearinghouse rule). We may assess a fee for each returned item and notify you of the return orally, electronically, or in writing.

If we receive an affidavit or a declaration under penalty of perjury stating that an endorsement on an item deposited to your account is forged, that the item contains an alteration, or that there has been a breach of

warranty in connection with the item, we may charge the item back against your account or place a hold on the funds pending an investigation, without prior notice to you.

DD. Security Interest.

You grant us a security interest in your account, including all current and future deposits and renewals, for amounts owing to us under this Agreement or under any account service agreement by any owner. This provision does not apply to IRA or tax-qualified retirement accounts or where otherwise prohibited by law.

EE. Setoff.

We may charge or set off funds in your account with us or with Morgan Stanley Smith Barney LLC for any direct, indirect and/or acquired obligations that any owner owes us, our affiliates or subsidiaries, regardless of the source of the funds in the account, to the fullest extent permitted by law. This provision does not apply to IRA or tax-qualified retirement accounts or where otherwise prohibited by law.

FF. Severability.

If any of the provisions of this Agreement are determined to be void or invalid, the remainder of the Agreement shall remain in full force and effect.

GG. Statements, Notices and Checks.

If we provide you with a notice or statement, electronically or otherwise, you must promptly and carefully review it to determine if any errors or problems exist. You agree to notify us immediately of any error, discrepancy or unauthorized transaction you discover on any statement, notice or check. If you fail to do so, you may become responsible for the losses resulting from such failure. If you are a business, you agree not to entrust the writing of checks and the reconciliation and review of your account statements and notices to the same person without frequent monitoring.

Statements and notices are normally sent to the last address (or email address) listed with us for your account. Notify us promptly if you do not receive your statement by the date you normally would expect to receive it. Statements and notices sent or made available to any of you are deemed to be received by all of you. If we hold them at your request or because you fail to provide us with a current address, they will be deemed delivered to you when they are prepared (for held statements), mailed (for returned mail) or otherwise made available to you. We may hold statements if the Post Office notifies us that your mail is undeliverable. At our discretion, we may destroy mail that is returned to us or determined to be undeliverable.

You must mail or deliver all notices to us in writing at Morgan Stanley Private Bank, Attn: Payment Services Department, P.O. Box 484, Jersey City, NJ 07303-0484, or at such other address(es) as we designate. Notices sent elsewhere may be delayed or may not reach the correct office.

HH. Stop Payment Orders.

We are not required to accept oral stop payment orders. If we elect to act upon an oral stop payment order, however, you agree to promptly confirm the order in writing and deliver it to us. If you fail to do so within 14 calendar days, we may release the stop payment. Our records will be conclusive evidence of the existence, details of, and our decision regarding any oral stop payment order or its revocation.

You may not stop payment on electronic, POS debit card transactions, Bank checks, or checks or payments guaranteed by us. Under certain circumstances, however, you may be able to claim a refund on lost, stolen or destroyed Bank checks 90 days following the date of their issuance. Please note that electronic stop payment requests through our online banking system may not be effective in stopping the payment of checks that have been posted to, but not finally paid from, your account on the preceding day. In order to prevent those checks from being paid, you must contact one of our customer representatives by telephone or in writing within one hour after we open on the day following the day we post the items to your account. You also should contact a representative if you wish to stop the payment of a check that has been converted to an electronic transaction by a merchant. Electronic transactions are often processed on the same day and cannot be stopped with a

regular check stop payment order.

II. Subaccounts.

For regulatory reporting and reserve purposes, we may divide checking accounts into two subaccounts: a checking subaccount and a savings subaccount. If your checking account earns interest, we will pay the same interest rate on both subaccounts. If it does not earn interest, no interest will be paid on either subaccount. In either case, your account will continue to operate, from your perspective, as one account.

We may establish a threshold for the balance maintained in the checking subaccount and may transfer funds periodically from one subaccount to the other to meet that threshold and cover transactions against your account. Your account statements will not reflect the existence of the subaccounts, and our periodic reallocation of funds between subaccounts will not affect your ability to withdraw funds, the interest rate (if any), fees, or other features of your checking account. You agree that we may treat the subaccounts as one and the same account if we receive a levy, subpoena or other legal process regarding either subaccount or your checking account.

JJ. Substitute Checks.

You agree not to deposit substitute checks, as described below, or checks bearing a substitute check legal equivalence statement ("This is a legal copy...") to your account without our prior written consent. Unless we agree otherwise in writing, our acceptance of such checks shall not obligate us to accept such items at a later time, and we may cease doing so without prior notice.

If we approve the deposit of substitute checks, you agree to indemnify, defend and hold us harmless from all losses, costs, claims, actions, proceedings and attorney's fees that we incur as a result of such checks, including without limitation, any indemnity or warranty claim that is made against us because: (a) the check fails to meet the requirements for legal equivalence, (b) a claimant makes a duplicate payment based on the original check, the substitute check, or a paper or electronic copy of either; or (c) a loss is incurred due to the receipt of the substitute check rather than the original check. Upon our request, you agree to provide us promptly with the original check or a copy that accurately reflects all of the information on the front and back of the original check when it was truncated.

You agree not to issue checks with features or marks that obscure, alter or impair information on the front or back of a check or that otherwise prevents us or another bank from capturing such information during automated check processing.

The following notice applies to consumer accounts and supersedes, where inconsistent, other terms in this agreement with respect to substitute checks.

KK. Substitute Checks and Your Rights - Important Information About Your Account

What is a Substitute Check? To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

What Are Your Rights Regarding Substitute Checks? In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a

result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$5,000 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim. We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

How Do You Make a Claim for a Refund? If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, you must send a written notice to us at Morgan Stanley Private Bank, Attn: Payment Services Department, P.O. Box 484, Jersey City, NJ 07303-0484. You must write to us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:

- Your name and account number
- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect)
- An estimate of the amount of your loss
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss
- A copy of the substitute check and/or the following information to help us identify the substitute check: the check number, the date of the check, the name of the person to whom you wrote the check, and the exact amount of the check (dollars and cents)

LL. Termination/Closing Your Account.

Any authorized signer(s) may close your account at any time, with or without cause. We are not required to provide notice of such closure to the other authorized signers on the account. We may automatically close your account if the account balance is zero. We may terminate your account relationship with us at any time, with or without cause, by giving oral, electronic or written notice to any of you. If the funds are not withdrawn, we may send a check for the collected account balance to any of you at the last address we have on file for the account. Thereafter, the funds will stop earning interest (even if the check is returned or remains uncashed for any reason). We may dishonor any check, item or transaction presented for payment after an account is closed. At our sole discretion, we may honor checks, items and orders presented or occurring after an account is closed if the transaction is guaranteed by us to third parties (e.g., under a check guarantee or as part of an electronic fund transfer arrangement) or you fail to give us a timely stop payment order for any outstanding checks. You remain responsible for such items and transactions, which may be treated as overdrafts. In addition, we reserve the right, in accordance with applicable laws, to limit or wholly revoke any account features (e.g., unlimited ATM refunds) for usage that we, in our discretion, deem to be abusive or excessive.

MM. Transfers/Assignments.

Unless otherwise agreed by us in writing, all accounts are non-transferable and non-negotiable. You may not grant, transfer or assign any of your rights to an account without our prior written consent. We are not required to accept or recognize an attempted assignment of your account or any interest in it, including a notice of security interest.

NN. Unauthorized Transactions and Errors.

If you discover an error, forgery, alteration, counterfeit check, or other unauthorized transactions (collectively for purposes of this Section NN "Errors") involving your account, you agree to notify us immediately by telephone, followed promptly by a written notice to your office of account of the relevant facts. You agree to maintain a current check register and to carefully and promptly review all statements and notices we send to you. (Note: Different notification, error resolution, and liability rules apply to electronic fund transfers subject to the EFTA and Regulation E, such as consumer ACHs. See the "Electronic Fund Transfers" section for additional information.)

You are in the best position to discover and report any Errors involving your account. If you fail to notify us within a reasonable time (not exceeding 21 calendar days after the first Statement on which the Error is reflected is sent to you or otherwise made available to you) of an Error, we will not be responsible for subsequent unauthorized transactions by the same wrongdoer if we act in good faith. Without regard to care or lack of care of either you or us, if you do not discover and report an Error within 60 calendar days after the date of the statement on which it first appeared, you are precluded from asserting the Error against us and will be deemed to have accepted the transactions you think were made in error and any additional charges assessed.

Subject to applicable law, if you claim a credit or refund because of an error or unauthorized transaction, you agree to provide us with a declaration containing whatever reasonable information we require regarding your account, the transaction, and the circumstances surrounding the claimed loss. We must receive your declaration within 10 calendar days of our request. If applicable, you also agree to make a report to the police and to provide us with a copy of the report, upon request. We will have a reasonable period of time to investigate the circumstances surrounding any claimed loss. During our investigation, we will have no obligation to provisionally credit your account, unless otherwise required by law (e.g., in connection with certain consumer electronic fund transfer services).

Unless required by law, our maximum liability will never exceed the amount of actual damages proven by you. Our liability will be reduced: (a) by the amount of the loss that is caused by your own negligence or lack of care; (b) to the extent that damages could not have been avoided by our exercise of ordinary care; and (c) by any loss recovery that you obtain from third parties (apportioned in accordance with this provision). We will not be liable for any loss that is caused in part by your negligence if we acted with ordinary care, except where required by law. Unless otherwise required by law, we will not be liable for incidental, special or consequential damages, including loss of profits and/or opportunity, or for attorney's fees incurred by you, even if we were aware of the possibility of such damages.

You agree to pursue all rights you may have under any insurance policy you maintain in connection with any loss associated with your account and to provide us with information regarding coverage. Our liability will be reduced, proportionately in accordance with our responsibility for any loss, by the amount of any insurance proceeds you receive or are entitled to receive for the loss. If we reimburse you for a loss and the loss is covered by insurance, you agree to assign us your rights under the insurance policy to the extent of our reimbursement, in accordance with this provision. You waive all rights of subrogation against us with respect to any insurance policy or bond.

OO. Unlawful Uses.

Customer represents and warrants that accounts and services will only be used for lawful purposes and in compliance with applicable Laws, including, but not limited to, Regulation GG (12 C.F.R Part 233) of the regulations of the Federal Reserve which defines unlawful internet gambling.

PP. Waivers.

We may delay enforcing our rights under this agreement without losing them. Any waiver by us shall not be deemed a waiver of other rights or of the same right at another time. You waive diligence, demand,

presentment, protest and notice of every kind, except as set forth in this agreement.

XI. WIRE AND OTHER FUND TRANSFERS

A. Payment Orders.

The following provisions apply to payment orders governed by the New York Uniform Commercial Code (e.g., wire transfers, telephone transfers, RTP, and ACH transactions involving business accounts). They do not apply to the transactions described in the "Electronic Fund Transfers" section of this Agreement or to payments by check, draft or similar instrument. If you have a separate agreement with us with respect to payment orders, the terms of that agreement will supersede any conflicting terms in this Agreement.

B. Processing Orders.

At our discretion, we may process your payment order to transfer funds to another account with us or to an account maintained with another financial institution. We reserve the right to reject any payment order without cause or prior notice, and will notify you of the rejection orally, electronically or in writing within 48 hours. Unless otherwise agreed by us in writing, no Payment Order is accepted by the Bank until it is executed.

C. Cutoff Hours.

Our cutoff time to process payment orders made by electronic request is currently 2 p.m. ET. Faxed and mailed requests must be received by noon. These cutoff times are subject to change without prior notice. Information about our processing hours is available upon request. Payment orders received after the processing cutoff hour may be processed on our next funds transfer business day.

D. Payment Order Accuracy.

You must accurately describe the beneficiary of your payment order and the beneficiary's financial institution. If you describe any beneficiary or institution inconsistently by name and account number, we and other institutions may process the order solely on the basis of the account number, even if the order identifies a person or entity different from the named beneficiary or institution. We may also process incoming fund transfers based on the account number, rather than on any inconsistent name reflected in the payment order. If you give us a payment order that is erroneous in any way, you agree to pay the amount of the order whether or not the error could have been detected by any security procedure we employ.

E. Cancellation and Amendment of Payment Orders.

You do not have a right to cancel or amend any payment order after we receive it. Although we may attempt to act on any amendment or cancellation request you make (e.g., if it is received in a time and manner which permits us to do so), we assume no responsibility for failing or refusing to do so, even if we could have affected the change or cancellation. You agree to indemnify, defend and hold us harmless from any loss, damage, claim, action, and liability that results, and any charges and costs we incur, in connection with any request by you to amend or cancel a payment order. Foreign transfers can be cancelled within 30 minutes of transfer request if: the request to cancel enables us to identify the sender's name and address or telephone number and the particular transfer to be cancelled and the transferred funds have not been picked up by the designated recipient or deposited into an account of the designated recipient.

Foreign Transfers (additional information).

Foreign transfers may be subject to delays, charges imposed by other financial institutions, and changes in foreign currency exchange rates. Recipient may receive less due to fees charged by the recipient's bank and foreign taxes.

F. Unauthorized Payment Orders.

We may process any payment order we believe is transmitted or authorized by you if we act in compliance with a security procedure agreed upon by you and us. Such payment orders will be deemed effective as if made by you, and you will be obligated to pay us in the amount of such orders, even if they are not transmitted or

authorized by you.

G. Security Procedure.

All Payment Orders will be authorized in accordance with the Bank's security procedures. Security procedures may include a callback or electronic confirmation to a phone number or electronic address associated with your account, including a voice identification, one-time passcode, or such other procedures as we may provide, which you agree we may establish at our discretion. In all such cases you agree that our records of telephone numbers, electronic addresses and other information associated with your account used for verifying payment orders will control, and it is your sole obligation to keep this information with us current. Any updates you attempt to make to your information are only effective after we receive them in writing or via electronic processes, and we have a reasonable opportunity to act upon them. You agree that by accepting this Agreement, and/or requesting a payment order, you will comply with the Bank's security procedures. You also agree that our security procedures (i) are commercially reasonable based on the size, type and frequency of the payment orders you make to protect you and your funds and (ii) verify the authenticity of the payment order but not whether the payment order is correct.

If we attempt to verify authorization and for any reason are not satisfied that the payment order request was issued by a person authorized to verify a payment order request in connection with the account, we may refuse to execute the payment order. You agree that payment order requests received by us are effective as your payment order request, whether or not the order is actually authorized by you, if we accepted the payment order in compliance with our security procedures.

We may, from time to time, establish limits on the dollar amounts or frequency of payment orders you may request in connection with your account. Limits we set may change over time without prior notice to you, unless required by applicable law.

H. Notice of Errors.

You agree statement is the only notice you will receive of Payment Orders. You agree to review all statements and notices promptly to confirm the accuracy and authorization of each payment order. You will notify us immediately if there is any discrepancy between your payment order and any confirmation or statement of account, or if you discover any other problem with respect to a transfer. You must send a written notice to us of the discrepancy or other problem, including a statement of the relevant facts, within a reasonable time (not to exceed 21 days from the date the first Statement on which the Error is reflected is sent to you or otherwise made available to you) If you fail to do so, in no event shall we be liable to you for any interest in connection with an erroneous or unauthorized Payment Order. For further details regarding your obligations to report Errors and limits on our liability to you, see Section RR of this Agreement.

I. Error Resolution for Consumer Remittance Transfers.

You must contact us within 180 days of the date we promised to you that funds would be made available to the recipient.

When you do, please tell us: your name and address (or telephone number); the error or problem with the transfer, and why you believe it is an error or problem; the name of the person receiving the funds, and if you know it, his or her telephone number and address; and the dollar amount of the transfer; and the confirmation code or number of the transaction.

We will determine whether an error occurred within 90 days after you contact us and we will correct any error promptly. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of any documents we used in our investigation.

J. Limitation of Liability.

Our liability for any act or failure to act shall not exceed any direct resulting loss, if any, which you incur and payment of interest. Unless otherwise required by law, we will not be liable for any consequential, indirect or

special damage that you incur in connection with payment orders, even if we are aware of the possibility for such damages.

XII. WITHHOLDING OF INCOME TAX

Unless you are exempt under federal law, we are required to withhold a portion of your taxable interest and certain other payments (this is referred to as backup withholding) if: (1) you fail to supply us, under penalties of perjury, with your correct taxpayer identification number (TIN); (2) you fail to provide us with the required certified information; (3) the IRS instructs us to withhold; or (4) the IRS notifies you that you are subject to backup withholding. You must provide your TIN whether or not you are required to file a tax return. You also must certify that you are not subject to backup withholding. If you do not provide us with your TIN, we may assess your account with a fee.

We may report interest and other payments to you to the Internal Revenue Service (IRS), along with your TIN.

We may refuse to open, and we may close, any account for which you do not provide a certified TIN, even if you are exempt from backup withholding and information reporting. To avoid possible erroneous backup withholding, an exempt payee should furnish its TIN.

A non-resident alien or foreign entity not subject to information reporting must certify its exempt status by completing an appropriate IRS certification form (e.g., W-8 BEN). Non-resident aliens may be required to certify their exempt status every three years (or earlier upon request) to avoid backup withholding.

You may be subject to civil and criminal penalties if you fail to provide us with a correct TIN or falsify information with respect to withholding. For additional information on interest reporting and withholding, contact your tax advisor or the IRS.

XIII. QUESTIONS OR COMMENTS

If you have any questions or comments, you can contact us at Morgan Stanley Private Bank, Attn: Deposit Operations Department, P.O. Box 484, Jersey City, NJ 07303-0484 or call us at 800-688-3462.

(As of November 19, 2025)