Signature Savings Enhanced FDIC Coverage Feature – Terms and Conditions

(As of April 2026)

Contents

I. Introduction

In the following Terms and Conditions, the words “we,” “us,” and “our” refer to Morgan Stanley Private Bank, National Association ("MSPBNA”). The words “you,” “your,” “yours”, and “client” refer to the account owner(s) and/or authorized person(s) with respect to your Signature Savings Account (“SSA”) at MSPBNA.

MSPBNA's Signature Savings Account offers an enhanced Federal Deposit Insurance Corporation ("FDIC") coverage feature (“Enhanced FDIC Coverage Feature”, or, the “Feature”) which gives MSPBNA the ability to transfer any amount held on deposit in your Signature Savings Account ("SSA Deposits") to other depository accounts at FDIC member banks (“Program Banks”) with the purpose of providing you additional FDIC insurance coverage. Currently SSA Deposits may be held at Morgan Stanley’s two affiliated Program Banks (Morgan Stanley Private Bank, National Association and Morgan Stanley Bank, N.A). The Feature is designed to offer up to $500,000 in FDIC coverage (as explained below) for each depositor for their accounts in the same FDIC ownership category. Certain conditions must be met. Opting out of a Program Bank may reduce your total FDIC coverage. FDIC insurance protects funds that have been deposited in the Program Banks, provided that the requirements for deposit insurance, including appropriate account titling and recordkeeping, have been met.

When transferred out of your Account, your SSA Deposits will be deposited in demand deposit accounts ("DDAs"; "Deposit Accounts") with other Program Banks, subject to the limitations described herein. By opening an Account, you appoint MSPBNA as your authorized agent pursuant to the Terms and Conditions set forth herein.

The Feature offers increased FDIC protection on your SSA Deposits while allowing you to continue to process all of your transactions with a single bank relationship. From time to time, MSPBNA may notify you of the maximum amount of FDIC insurance protection available on your SSA Deposits under the Feature. Such maximum amount is capped at $500,000 for each depositor for their accounts in the same FDIC ownership category and may depend on the number of active Program Banks. The list of Program Banks may change from time to time, and for the current list see Section IV. List of Program Banks.

YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED AND CAREFULLY READ THESE TERMS AND CONDITIONS IN CONNECTION WITH YOUR PARTICIPATION IN THE SIGNATURE SAVINGS ACCOUNT FEATURE. IF YOU HAVE ANY QUESTIONS, PLEASE CALL MSPBNA at 800-688-3462.

II. Summary of Terms and Conditions

This section of the Terms and Conditions is a summary of certain aspects of the Feature. It is prepared for your convenience and must be read in conjunction with the more detailed disclosure below.

Summary of the Enhanced FDIC Coverage Feature: MSPBNA may place an amount of your SSA Deposits into Deposit Accounts at multiple Program Banks in a manner designed to remain within the then current Standard Maximum Deposit Insurance Amount (the "SMDIA"), which is currently set at $250,000 per FDIC account ownership category, at each Program Bank. By placing your SSA Deposits at one or more Program Banks in this manner, the Feature gives you increased FDIC insurance on your SSA Deposits of up to $500,000 in FDIC coverage for each depositor for their accounts in the same FDIC ownership category. Certain conditions must be met. You will receive interest on your SSA Deposits at the rate established by MSPBNA.

We may add additional Program Banks to the Feature at any time, which may provide you with access to more FDIC insurance coverage on your SSA Deposits under the Feature. Similarly, we may remove Program Banks from the Feature at any time, which may reduce the FDIC insurance coverage available.

Access to Funds: You will access your SSA Deposits through your Account at MSPBNA. As explained in Section III.L, Account Statements, your account statements will list your account activity and month-end balance.

Determination of Interest Rates: Your interest rate on your SSA Deposits is set by MSPBNA. Contact MSPBNA with any questions about your rate and see MSPBNA's Rate and Fee Schedule here for additional information. See Section III.J, Interest.

Risks of the Enhanced FDIC Coverage Feature: During the business day when your SSA Deposits are transferred, your SSA Deposits may be held for a limited amount of time intraday at MSPBNA prior to being allocated and distributed among Program Banks. Until your SSA Deposits are allocated to and deposited into the Deposit Accounts at the Program Banks, those funds will be uninsured to the extent they exceed the then-current SMDIA. Once distributed from the MSPBNA and received in the Deposit Accounts at the Program Banks, your SSA Deposits will be covered by FDIC insurance. We have adopted controls to ensure the movement of funds in a timely manner each day and expects that your SSA Deposits will be sent to the Program Banks by the close of business each day. However, in the event of a failure of wire transfer systems or communication facilities or other causes beyond our control, resulting in your SSA Deposits not being sent to the Program Banks in a timely manner and remaining held at MSPBNA, your SSA Deposits could, to the extent they exceed the current SMDIA, be uninsured until the next business day.

Any deposits that you hold at a Program Bank outside of your SSA (whether directly or indirectly through other intermediaries, including broker-dealers) may negatively impact your FDIC insurance coverage at that particular bank. If the aggregate amount of funds that you have on deposit at a Program Bank (whether through the Feature on your Signature Savings Account or through another deposit account) exceeds the then current SMDIA, the excess funds will not be covered by FDIC deposit insurance. Neither MSPBNA, nor any Program Bank monitors or takes any responsibility for funds you may have at a Program Bank outside your SSA Deposits; you are solely responsible for monitoring the insurance coverage available to you at Program Banks where you maintain deposits. As such, you should review the provided list of Program Banks carefully. The list of Program Banks may change from time to time; you can monitor the list of Program Banks by checking Section IV. List of Program Banks or by calling MSPBNA at 800-387-2331. You have the right to instruct MSPBNA not to allocate your funds to a particular Program Bank. See Sections III.D, Deposits and FDIC Insurance, and III.G, Ability to Exclude Program Banks.

In the event of the failure of a Program Bank, there may be a period during which you may not be able to access your SSA Deposits.

III. Detailed Terms and Conditions

A. Deposits and FDIC Insurance

SSA Deposits placed at Program Banks under the Feature must be placed through MSPBNA and cannot be placed directly by you with any of the Program Banks.

Your SSA Deposits will be allocated to one or more omnibus deposit accounts maintained at the Program Banks in a manner to meet the requirements of FDIC pass-through deposit insurance. See Section III.I, Allocations to Program Banks.

Your SSA Deposits will be transferred into accounts at the Program Banks in a manner designed to maximize your FDIC insurance coverage up to the current SMDIA, also subject to the limitations and terms described herein. Certain conditions must be satisfied. The $250,000 limit includes your principal and accrued interest and is aggregated with all other deposits held by you directly, or indirectly through others (including broker-dealers), in the same FDIC account ownership category at the same Program Bank. FDIC deposit insurance protects you against the loss of your insured deposits at a Program Bank in the event of a failure of that Program Bank. In addition to maximizing your FDIC Insurance coverage, Morgan Stanley's affiliated Program Banks MSPBNA and MSBNA may also benefit by having FDIC insured deposits that otherwise would have been uninsured. The Deposit Limit is computed on a daily basis for the Morgan Stanley's two affiliated Program Banks MSPBNA and MSBNA. For deposits in single-owner accounts, the Deposit Limit is computed to be the lesser of $249,000 or the difference of $249,000 and the total of the following types of deposits held in the same FDIC account ownership category at the respective Morgan Stanley Program Bank: Morgan Stanley savings programs, GlobalCurrency, brokered CDs at the Morgan Stanley Bank, N.A., ("Morgan Stanley Bank") and Morgan Stanley Private Bank, National Association ("Morgan Stanley Private Bank"), each a national bank, FDIC member and an affiliate of Morgan Stanley (each, a "Morgan Stanley Bank(s)"), checking accounts, CD accounts, sweep deposits at Morgan Stanley Banks.

For deposits in jointly-held accounts with the same combination of owners, the Deposit Limit is computed to be the lesser of $249,000 times number of joint owners or the difference of $249,000 times the number of joint owners and the total of the following types of deposits held in the same FDIC account ownership category at the respective Morgan Stanley Program Bank: Morgan Stanley savings programs, GlobalCurrency, brokered CDs at the Morgan Stanley Banks, checking accounts, CD accounts, sweep deposits at Morgan Stanley Banks. If a depositor has multiple joint accounts with multiple owner combinations, the Deposit Limit for all joint accounts is set as $498,000.

Since MSPBNA and the Program Banks are unaware whether you have any funds on deposit at a Program Bank outside of your SSA Deposits, those funds will not be taken into account when your SSA Deposits are allocated to a particular Program Bank. Therefore, you are responsible for monitoring the list of Program Banks that hold your deposits and notifying MSPBNA to exclude any particular Program Bank from receiving your SSA Deposits. You can monitor the list of Program Banks by checking Section IV. List of Program Banks or by calling MSPBNA at 800-688-3462.

For example, if the then current SMDIA is $250,000 and you have SSA Deposits at Program Bank A of $200,000 and you also have $60,000 in non-SSA Deposits at the same bank in the same FDIC account ownership category, only $250,000 of the aggregate $260,000 in funds at that Program Bank would be insured by FDIC insurance coverage (and $10,000 would be uninsured). To prevent this possibility, you may instruct MSPBNA to exclude Program Bank A from receiving any of your SSA Deposits.

In the event that a Program Bank holding your SSA Deposits fails, payments of principal plus unpaid and accrued interest up to the then current SMDIA per FDIC account ownership category will be made to you by the FDIC in accordance with its standard procedures. Although the FDIC normally makes these payments within a few days of taking possession of a bank as receiver, there is no specific time period during which the FDIC must make insurance payments available. Furthermore, you may be required to provide certain documentation to the FDIC before insurance payments are made. If a Program Bank fails, MSPBNA is not obligated to provide you with funds that you have on deposit at the Program Bank.

Your account ownership with respect to your SSA Deposits at the Program Banks will be evidenced by an entry on records maintained by MSPBNA for each of the Program Banks at which your SSA Deposits are held. You will not be issued any evidence of ownership of deposit accounts at Program Banks , such as a passbook or certificate.

B. FDIC Deposit Insurance for FDIC Account Ownership Category; Multi-Tiered Fiduciary Relationships

To ensure that your SSA Deposits are insured to the fullest extent possible under the Feature, you should understand how FDIC insurance applies to each FDIC account ownership category.

In general, the FDIC account ownership category include: single ownership accounts; accounts held by an agent, escrow agent, nominee, guardian, custodian, or conservator; annuity contract accounts; certain joint ownership accounts; certain revocable trust accounts; accounts of a corporation, partnership, or unincorporated association; accounts held by a depository institution as the trustee of an irrevocable trust; certain irrevocable trust accounts; certain retirement and other employee benefit plan accounts; and certain accounts held by government depositors.

The rules that govern these categories of account ownership are very detailed and very complex, and there are many nuances and exceptions. Complete information can be found at the FDIC's regulations set forth at 12 C.F.R. Part 330.

The FDIC's regulations impose special requirements for obtaining pass-through FDIC insurance coverage, up to the then current SMDIA (currently $250,000 for each FDIC account ownership category), for multiple levels of fiduciary relationships. In these situations, in order for FDIC insurance coverage to pass through to the true beneficial owners of the funds, it is necessary (i) to expressly indicate, on the records of the insured depository institution that there are multiple levels of fiduciary relationships, (ii) to disclose the existence of additional levels of fiduciary relationships in records, maintained in good faith and in the regular course of business, by parties at subsequent levels, and (iii) to disclose, at each of the level(s), the name(s) and the interest(s) of the person(s) on whose behalf the party at the level is acting. No person or entity in the chain of parties will be permitted to claim that they are acting in a fiduciary capacity for others unless the possible existence of such a relationship is revealed at some previous level in the chain. If your SSA Deposits are beneficially owned through multiple levels of fiduciary relationship, you must take steps to comply with these special requirements.

For questions about FDIC insurance coverage, you may call the FDIC at 877-275-3342 or visit the FDIC's web site at www.fdic.gov.

You also may wish to utilize "EDIE The Estimator," the FDIC's electronic insurance calculation program, which is found here.

C. Withdrawals

Withdrawals of your SSA Deposits must be made through Morgan Stanley. SSA Deposits withdrawn from Deposit Accounts at the Program Banks may not be available to you until the following business day after you make the withdrawal request. In the event that MSPBNA does not receive enough funds to cover your entire withdrawal request (if, for example, a Program Bank fails to send funds as instructed or any Program Banks are closed due to holidays or other events), the funding of all or a portion of your withdrawal request could be further delayed.

D. Ability to Exclude Program Banks

You can view the most up-to-date list of Program Banks by checking Section IV. List of Program Banks or by calling MSPBNA at 800-688-3462. You may exclude any Program Bank from receiving your SSA Deposits by calling MSPBNA at 800-688-3462; however you cannot opt out of all active Program Banks at any given time. Opting out of a Program Bank may reduce the total FDIC insurance coverage available for your SSA Deposits under the Feature. In the event that you wish to exclude a Program Bank in which you currently have a position in a DDA, the ability to implement this exclusion may be temporarily limited as described in Section II, Risks of the Enhanced FDIC Coverage Feature. You can obtain publicly available financial information concerning any of the Program Banks on the Federal Financial Institutions Examination Council website, or by contacting the FDIC Public Information Center by mail at 3501 North Fairfax Drive, Room E-1005, Arlington, VA 22226, or by phone at 877-ASK-FDIC (877-275-3342). MSPBNA is not responsible for any insured or uninsured portion of any deposits at any Program Bank, nor do they guarantee the financial condition or health of any Program Bank or the accuracy of any publicly available financial information concerning a Program Bank.

E. Your Responsibility to Monitor Your Deposit Options

MSPBNA doesn't have any obligation to monitor your deposit account or make recommendations about, or changes to, the Feature that might be beneficial to you. As various factors may change, such as returns on your SSA Deposits, your personal financial circumstances, and/or other factors, it may be in your financial interest to modify your deposit instructions. You may determine what options are available and the current rates and returns thereon at any time by calling MSPBNA at 800-688-3462.

F. Allocations to Program Banks

By opening an Account, you authorize MSPBNA to act as your agent, with respect to the Feature, including to hold your SSA Deposits at each Program Bank. The omnibus deposit account constitutes a direct obligation of the Program Bank and is neither directly nor indirectly an obligation of MSPBNA. In the event a Program Bank rejects additional deposits, withdraws entirely, or is terminated from participation, then you authorize and direct MSPBNA to move your SSA Deposits to another Program Bank.

Each Program Bank is a separate FDIC-insured depository institution. Each Program Bank has a target level of deposits that it wishes to accept through the Feature ("Target Level"). You cannot specify an amount of SSA Deposits to be allocated to specific Program Banks, but you can specify that none of your SSA Deposits will be allocated to specific Program Banks.

Contact MSPBNA to obtain the names of the Program Banks, your account balances at each of the Program Banks as of the most recent business day, and other account information.

G. Interest

You will earn interest on your SSA Deposits at the Program Banks at rates determined by MSPBNA. The interest rate and Annual Percentage Yield ("APY") applicable to your SSA Deposits will be stated on your account statement. Contact MSPBNA with any questions about your rate or APY and see MSPBNA's Rate and Fee Schedule here for additional information. The rate you earn on your SSA Deposits may be higher or lower than the rates available to depositors making deposits with Program Banks directly, through other types of accounts at MSPBNA, or with other depository institutions in comparable accounts. You should compare the terms, rates of return, required minimum amounts, charges and other features of the Signature Savings Account with other accounts and investment alternatives. There is generally no minimum period that your SSA Deposits must remain on deposit at the Program Banks, and there is no penalty for withdrawal of your entire balance, or any part thereof, at any time.

H. Account Statements

You will receive a periodic account statement from MSPBNA. You will not receive a separate statement from the Program Banks. Your account statement will be provided to you periodically in accordance with MSPBNA's policies. You should retain copies of all account statements. You must notify MSPBNA immediately of any errors, discrepancies, or unauthorized transactions noted in your account statement.

I. Tax Reporting

The interest that you receive from your SSA Deposits is generally fully-subject to state and federal tax. To the extent required, each year an IRS Form 1099 will be sent to you by MSPBNA, showing the amount of interest income you have earned from your SSA Deposits. You will not receive a Form 1099 if you are not a citizen or resident of the United States.

J. Other Terms

Additional Account Terms and Conditions: Other terms and conditions apply to this account, including, but not limited to, the MSPBNA Rate and Fee Schedule and the MSPBNA Deposit Account Agreement. If the terms and conditions stated in this document conflict with those stated in either the MSPBNA Rate and Fee Schedule or the MSPBNA Deposit Account Agreement, those stated in this document supersede the other two documents.

Limits on Transfers from MMDAs: Transfers that are made as part of the Feature will not count towards the transaction limit specified in section "5. Withdrawals" of the Morgan Stanley Private Bank Deposit Account Agreement.

Inactive Accounts: MSPBNA may be required by law to turn over (escheat) funds in your Account to a state, typically your state of residence, based on account inactivity for a certain time period established by applicable state law. If funds are remitted to the state, you may file a claim with the state to recover the funds.

Transferability: SSA Deposits may not be transferred by you except by a change in ownership of the associated Account at MSPBNA. A transfer that occurs due to death, incompetence, marriage, divorce, attachment or otherwise by operation of law shall not be binding on the Program Banks unless and until sufficient, acceptable documentation has been received.

Termination: MSPBNA may, at its sole discretion, and without any prior notice, terminate your participation in the Feature. If you close your Account, your associated SSA Deposits in the Deposit Account(s) at Program Banks will also be withdrawn and your funds will be distributed out through your Account at MSPBNA.

Ordinary Care: Any failure by MSPBNA or any Program Bank to act or any delay by such party beyond time limits prescribed by law or permitted by these Terms and Conditions is excused if caused by your negligence, interruption of communication facilities, suspension of payments by another financial institution, war, emergency conditions or other circumstances beyond the control of such party, provided such party exercised such diligence as such circumstances would normally require. You agree that any act or omission made by MSPBNA or any Program Bank in reliance upon or in accordance with any provision of the Uniform Commercial Code as adopted in New York, any rule or regulation of the State of New York, the Federal Reserve or FDIC, or a federal agency having jurisdiction over such party shall constitute ordinary care.

Personal Information: You agree that MSPBNA and the Program Banks, and their service providers will share information concerning you and your accounts in connection with providing the services contemplated by these Terms and Conditions and may disclose information about your SSA deposit balances and transactions in accordance with applicable laws and customary banking practices. You agree that MSPBNA, the Program Banks, and their service providers may obtain such information as may be necessary for legitimate business needs in connection with the operation of the Enhanced FDIC Coverage Feature. For information regarding the collection, processing and use of your personal information and your rights to limit the use and disclosure of such information, you should contact MSPBNA.

Days of Operation: The Feature will operate on all days when the Federal Reserve Bank of New York and MSPBNA is open for business.

Tax Withholding: MSPBNA may be required to instruct Program Banks to withhold U.S. federal income tax at the prevailing rate on all taxable payments payable to certain depositors who fail to provide their correct taxpayer identification number or to make required certifications or who have been notified by the Internal Revenue Service that they are subject to backup withholding. Interest earned on accounts held by individuals or entities that are not citizens, residents of the United States or US persons and who qualify for the portfolio interest exception pursuant to Sections 871(h) and 1441 of the Internal Revenue Code, (except for Canadian residents), is not subject to withholding tax. Consult your tax advisor.

Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, (I) IN NO EVENT SHALL MSPBNA OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES OF ANY NATURE, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, GOODWILL OR BUSINESS INTERRUPTION. AND II) NEITHER MSPBNA NOR ITS AFFILIATES WILL BE LIABLE FOR ANY OTHER DAMAGES, LOSSES OR LIABILITY, EXCEPT TO THE EXTENT CAUSED BY SUCH PARTY’S GROSS NEGLIGENCE, WILFUL MISCONDUCT OR FRAUD

Legal Process: MSPBNA and the Program Banks may comply with any writ of attachment, execution, garnishment, tax, levy, restraining order, subpoena, warrant or other legal process, which such party reasonably and in good faith believes to be valid. You agree to indemnify, defend and hold MSPBNA and the Program Banks harmless from all actions, claims, liabilities, losses, costs, attorneys' fees, and damages associated with their compliance with any process that such party believes reasonably and in good faith to be valid. You further agree that MSPBNA and the Program Banks may honor legal process that is served personally, by mail, or by facsimile transmission at any of their respective 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 Signature Savings Account records are maintained.

K. General

Amendment: MSPBNA may modify these Terms and Conditions at any time, upon notice to you.

Waiver: Any provision of these Terms and Conditions may be waived if, but only if, such waiver is in writing and is signed by the party against whom the waiver is to be effective. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

Severability: If any term, provision, covenant or restriction of these Terms and Conditions is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of these Terms and Conditions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

Entire Agreement: These Terms and Conditions and any other documents provided by MSPBNA to you in connection with the Enhanced FDIC Coverage Feature constitute the entire agreement between MSPBNA and you, and supersede all prior and contemporaneous agreements and understandings, both oral and written, between MSPBNA and you with respect to the subject matter hereof. EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS AND CONDITIONS, MSPBNA MAKES NO REPRESENTATIONS OR WARRANTIES (ORAL OR WRITTEN, STATUTORY, EXPRESS, IMPLIED OR OTHERWISE) INCLUDING, WITHOUT LIMITATION, AS TO MERCHANTABILITY, FITNESS FOR PURPOSE, CONFORMITY TO ANY DESCRIPTION OR REPRESENTATION, NON-INTERFERENCE OR NON-INFRINGEMENT.

Binding Effect: These Terms and Conditions shall inure to the benefit of and be binding upon the parties hereto and their respective permitted heirs, successors, legal representatives, and assigns. Nothing in these Terms and Conditions, expressed or implied, is intended to confer on any person other than the parties hereto, and their respective permitted heirs, successors, legal representatives and assigns, any rights, remedies, obligations or liabilities under or by reason of these Terms and Conditions.

Governing Law: These Terms and Conditions are to be construed in accordance with and governed by the internal laws of the State of New York and the United States of America without giving effect to any choice of law rule that would cause the application of the laws of any other jurisdiction to the rights and duties of the parties. Unless otherwise provided herein, MSPBNA may comply with applicable clearinghouse, Federal Reserve and correspondent bank rules in processing transactions for your SSA Deposits. You agree that

MSPBNA is not required to notify you of a change in those rules, except to the extent required by applicable law.

Disputes: Except to the extent otherwise provided by the MSPBNA Account Agreement, including the arbitration provision contained therein, or applicable law, any action at law or in equity arising out of or relating to these Terms and Conditions shall be filed only in the courts of the State of New York in the City of New York, or in the United States District Court for the Southern District of New York, and you and MSPBNA hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THESE TERMS AND CONDITIONS.

Interpretative Provisions: The headings herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof. All Exhibits annexed hereto or referred to herein are hereby incorporated in and made a part of these Terms and Conditions as if set forth in full herein. Any singular term in these Terms and Conditions shall be deemed to include the plural, and any plural term the singular. Whenever the words "include", "includes" or "including" are used in these Terms and Conditions, they shall be deemed to be followed by the words "without limitation", whether or not they are in fact followed by those words or words of like import. References to any document provided by MSPBNA to you or to any agreement or contract are to that document, agreement or contract as amended, modified or supplemented from time to time in accordance with the terms hereof or thereof. In any construction of the terms of these Terms and Conditions, the same shall not be construed against either party on the basis of that party being the drafter of such terms.

IV. List of Program Banks:

Morgan Stanley Bank, N.A.