

TERMS AND CONDITIONS FOR SHAREWORKS AND STOCKPLAN CONNECT

Version August 2022

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

The following Terms and Conditions govern your use of the Shareworks and StockPlan Connect websites and the applicable Services provided via such websites (collectively, the “Platform”). The Platform and Services are provided by Morgan Stanley Smith Barney LLC, Solium Capital ULC and their affiliates based on the Services we have agreed to provide under the terms of an agreement with your current and/or former employer (“Company”) with respect to its equity compensation plan(s) and equity plan participants, as applicable (the “Corporate Agreement”). In certain cases, our agreement to provide the Services may be with a third-party that provides services to your current and/or former employer (in such cases, the agreement between us and such third-party is referred to as the “Corporate Agreement” and the third-party service provider is referred to as the “Company”) and your use of the Platform arises from an agreement your employer has with such third-party service provider.

These Terms and Conditions include, among other things:

The terms of the arbitration agreements, which provide that disputes may be resolved by binding arbitration rather than by going to court, are set forth in Parts A and B to the Terms and Conditions.

You may print or download a copy of these Terms and Conditions and this agreement will also be available for your review either via a link on the Shareworks user log-in page, which can be found [here](#) or via a link at the bottom of the StockPlan Connect homepage, which can be found [here](#).

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

- (i) Management of corporate capitalization data as well as management, administration and execution of share plans and the sale of securities using the Platform or through a software application on a mobile device or by contacting a customer service representative that was made available by or on behalf of us; and/or
- (ii) Morgan Stanley at Work which is a broad set of employee benefit solutions, services and offerings made available by us and designed to help employees realize the full value of their workplace benefits, better understand their equity awards and drive better outcomes in the context of their overall financial goals, including, but not limited to, share plan administration and related support services, financial education and wellness, self-directed and other brokerage accounts, other digital solutions and resources, banking and lending products and services, and wealth management services,

each to the extent we have agreed to provide such Services under the terms of the Corporate Agreement.

The Services may include the delivery, custody or sale of shares resulting from grants or awards pursuant to an equity compensation plan(s) (“Stock Plan Shares”) made available to you by your Company, and administered by us, or cash proceeds resulting from the sale of Stock Plan Shares or dividends thereon (such proceeds or dividends, together with Stock Plan Shares, “Stock Plan Assets”).

Furthermore, in certain regions, we operate a segregated omnibus client account for the custody of Stock Plan Assets (the “Stock Plan Account”) and a record keeping account maintained by us on your behalf related to the Stock Plan Account (referred to as “your account”).

To the extent the Services you receive do not include the delivery, custody or sale of Stock Plan Assets (e.g. your Company is a privately-held company and its shares are not traded on an exchange), certain sections of these Terms and Conditions that refer to “your account” may not apply to you.

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

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Part A to the Terms and Conditions: Arbitration Agreement for U.S. Contracting Entities

Part B to the Terms and Conditions: Dispute Resolution for Canadian Contracting Entity

1. Parties. As used in these Terms and Conditions, the term "you" and "your" shall mean you, as an authorized user of the Platform. All references to "we", "us" or "our" shall refer to, as applicable, Morgan Stanley Smith Barney LLC, a U.S. registered broker-dealer, Solium Capital ULC, and/or their affiliates. The applicable entity for these Terms and Conditions shall be the entity that agreed to

provide the Services to your Company under the terms of the Corporate Agreement (the “Contracting Entity”). The Platform is not intended to be provided to and may not be used by any party in any jurisdiction where the provision or use thereof is contrary to Applicable Law. Applicable Law is defined as all applicable laws, regulations and rules including, but not limited to, taxation, exchange and capital controls, and reporting and filing requirements (“Applicable Law”).

2. Usage and Proprietary Rights, Sanctioned Person, Affiliates, Plan Compliance.

(a) You are granted a personal, limited, non-exclusive, revocable, non-transferable and non-sublicensable license to use the Platform. This Platform is for your personal use only and its contents are protected by applicable copyright, trademark, patent and other intellectual property laws and other Applicable Law. You have no ownership right in the Services or the Platform and you receive no copyright or any other intellectual property right in or to the Platform or to the Services. You may not copy, distribute, modify, port or frame-in the Platform, including any text, graphics, video, audio, software code, user interface design or logos. You agree that we may provide certain portions of the Services under license from third parties, and you agree to comply with any additional restrictions on your usage that we may communicate to you from time to time, or that are otherwise the subject of an agreement between you and such licensors and content providers.

(b) Furthermore, because all servers have limited capacity and may be used by many people, you agree to not use the Platform in any manner that could damage or overburden any of our server(s). You also agree not to use the Platform in any manner that would interfere with any other party's use of the Platform.

(c) You may not use this Platform if you are a Sanctioned Person¹. (Please refer to the end of these Terms for further information on the term “Sanctioned Person.”)

(d) You acknowledge that if you are an employee or an “affiliate” of your Company, any transactions in the securities of your Company may be governed by the insider trading policy of your Company and you agree to comply with such policy and Applicable Law, including, but not limited to, those pertaining to insider trading. With respect to U.S. exchange-traded securities, if you are a ten percent shareholder of your Company's stock, a director or an "executive officer" of your Company for purposes of Section 16 of the Securities Exchange Act of 1934, as amended, and the rules thereunder, or an "affiliate" of your Company for purposes of Rule 144 of the Securities and Exchange Commission, then, with respect to any Instructions (as defined below) you provide related to Stock Plan Assets held in your account, you represent that, unless you notify us otherwise, such securities or transactions are not subject to the laws, rules and regulations regarding “restricted” and “control” securities. You understand that, if you are the type of person described above, (i) you may be prevented from executing transactions on Stock Plan Shares using the Platform, and (ii) if you engage in transactions that are subject to any special conditions under Applicable Law, those transactions may be delayed or cancelled pending fulfilment of any such conditions.

Your exercise of options or sale of shares with respect to non-U.S. exchange-traded securities may be subject to limitations, restrictions or conditions based on your status as an affiliate, control person, significant shareholder, or any such similar term, of your Company, subject to the treatment of any such status under Applicable Law. You are responsible for complying with all such limitations, restrictions and conditions and we do not monitor for such compliance.

(e) You agree to comply with the terms, provisions and conditions of your Company's share plan, the respective grant documents applicable to you, and Applicable Law, including but not limited to, those

pertaining to your receipt of Stock Plan Assets, including any limitations, restrictions, and conditions and obtain any necessary approvals in connection therewith. You understand and agree that it is your sole responsibility to comply with any procedures established by your Company for the sale of, or elections regarding, any awards under such share plan and any Stock Plan Assets.

3. Technical Requirements. You must maintain the ability to receive e-mail and other communications from us, access the Platform and, where you have consented to electronic delivery under the Consent to Electronic Delivery, receive and access the documents sent to you via such service. There are minimum computer (or other electronic device) hardware and software requirements necessary, including, but not limited to, an internet connection, up-to-date internet browsing software, and an up-to-date version of a program that reads and displays PDF files (such as Adobe Acrobat Reader).

4. Platform Content and Responsibility. All content on the Platform is presented only as of the date published or indicated and may be superseded by subsequent market events or for other reasons. You are responsible for setting the cache settings on your browser to ensure you are receiving the most recent data. Furthermore, we are not responsible for the timeliness, sequence, accuracy, completeness or discontinuation of stock market data obtained from market data providers or for any viruses or codes that may disrupt your use of this Platform or damage your hardware or software as a result of using this Platform (each a "Malfunction"), except to the extent that we have actual knowledge of such Malfunction and the cause, correction and removal of such Malfunction is within our reasonable control and we have failed to correct or remove such Malfunction from the Platform within a reasonable time. We are not responsible for any price or other investment assumptions you may make when using any calculator or modelling tool type of features on the Platform, and there can be no assurance that any assumptions you make can actually be achieved.

5. Amendments to Terms and Conditions. Your use of the Platform is governed by the version of the Terms and Conditions in effect on each date the Platform is accessed by you. We may amend these Terms and Conditions, as well as any applicable fees and service charges, at any time, subject to Applicable Law. We will endeavor to provide 30 days' prior notice of any changes to these Terms and Conditions, although we are not obligated to do so. Where prior notice is not practicable, at our sole discretion, we will endeavor to provide such notice as soon as reasonably practicable. Notice to you shall be permitted by electronic means, including by posting notice to the Platform or providing notice through an applicable mobile application by which you access the Platform or the Services. Any amendment or modification to these Terms and Conditions will be effective as of the effective date noted therein. Continuing to access or use the Platform or the Services will constitute your acceptance and agreement to such updated Terms and Conditions. Where notice of any such amendment or modification is made by us, you accept notice by electronic means as reasonable and proper notice, subject to the terms of your Consent to Electronic Delivery, if applicable, and Applicable Law. No provision of these Terms and Conditions can be amended by you or waived by us except by written agreement executed by an authorized officer of the Contracting Entity. By utilizing the Platform and the Services, you acknowledge your receipt and understanding of the Terms and Conditions.

6. Suspension or Termination of Access, Trading Restrictions.

(a) We reserve the right to suspend or terminate your access to the Platform or the Services or any portion thereof in our sole discretion, without prior notice at any time, and for any reason whatsoever, including, but not limited to, where (i) our provision of the Services (or access to the Platform) could subject us, in our good faith judgement, to non-compliance or liability under Applicable Law, or we require further information to make such determination; (ii) we suspect that you may be in violation of the Terms and Conditions, Applicable Law, or may be attempting to obtain unauthorized access to

portions of the Platform; (iii) you have not agreed to the Terms and Conditions or any update thereto; (iv) we suspect there may be unauthorized use of your account access information; or (v) there is a discontinuance of the Services or any portion thereof. This suspension or termination of access to the Platform or the Services is in addition to, and not in lieu of, any rights that are set forth elsewhere in these Terms and Conditions.

(b) You acknowledge that your Company may, with or without notice and from time to time, impose limitations and restrictions on the sale and transfer of Stock Plan Assets held in or delivered to your account or a Companion Brokerage Account (as defined below) and that we will impose such limitations and restrictions on request of your Company. You acknowledge that from time to time, we may be required to restrict or liquidate Stock Plan Assets in your account or a Companion Brokerage Account in order to comply with legal process served upon us, including, but not limited to, garnishments, levies, tax liens, child support orders and divorce proceedings, and you agree to cooperate in good faith to process such restrictions. You understand that you may be subject to such limitations, restrictions, and liquidations so long as Stock Plan Assets remain in your account or a Companion Brokerage Account. The application of such limitations and restrictions to a Companion Brokerage Account is subject to the terms of the Account Agreement which may limit or modify the restrictions.

You acknowledge that your Company may instruct us with respect to certain elections and transactions in your account or the Companion Brokerage Account relating to Stock Plan Assets, and that we may act on such instructions, even in the absence of instructions from you, and even if such instructions contravene instructions from you regarding your Stock Plan Assets. You acknowledge that we will not be responsible for any sale, transfers, distributions, payments or other transactions in your account or a Companion Brokerage Account relating to Stock Plan Assets made at the direction of your Company even if that instruction contravenes an instruction provided by you.

7. Request for Trusted Contact Information and Authorization. In certain regions, you may provide the name and contact information for a trusted contact person(s) ("Trusted Contact") for your account(s). A Trusted Contact must be an individual over the age of 18 years. While not required, if you would like to add one or more Trusted Contacts to your account(s), please contact us at the information provided in Section 29 herein.

If you choose to provide us with one or more Trusted Contacts, you are authorizing us, in our discretion, to contact your Trusted Contact(s) and disclose information about you and/or your account(s) in order to address possible financial exploitation, confirm the specifics of your current contact information, health status, and/or the identity of any legal guardian, executor, trustee or holder of a power of attorney or as otherwise permitted by the rules of the Financial Industry Regulatory Authority or other regulatory authority, as applicable. You may remove and/or change any or all of your Trusted Contacts at any time by providing us with written and signed notice of such changes.

Your Trusted Contact(s) will have no trading authority or power of attorney over your account(s) and will not be authorized to make any decisions on your behalf regarding your account(s).

8. U.S. Tax Form Authorization, Back-Up Withholding. You authorize us to apply your U.S. tax form to your other accounts with us, where applicable. You understand you can change this authorization by contacting us at the information provided in Section 29 herein.

Unless otherwise agreed upon in advance, if a sale of Stock Plan Shares, a dividend paid with respect to Stock Plan Shares or any other transaction is subject to U.S. federal or state backup withholding (a

“BUWH Transaction”), we may sell such Stock Plan Shares (in addition to any Stock Plan Shares sold in the BUWH Transaction), and/or may take any other reasonable action, to satisfy such backup withholding on a timely basis.

9. Services-Related Transaction Authorization, Order Execution, Companion Brokerage Account.

(a) You unconditionally and irrevocably authorize us to rely and act on any instruction given to us from time to time by yourself or your Company, as applicable, in relation to the Services ("Instructions") and to do any and all acts as we consider necessary or advisable to effect such Instructions.

Furthermore, you acknowledge and agree that we are authorized to act on your Instructions to: (i) communicate your Instructions to your Company, which shall have the same legal effect as if you had delivered in good form to your Company a stock option exercise notice and payment form or other required notice and, by placing an exercise order through such Instructions, you acknowledge and agree you are irrevocably choosing to exercise your options and you are directing your Company to deliver the necessary shares to us to be delivered into your account; (ii) accept delivery for your account from your Company of Stock Plan Shares; (iii) deliver payment or securities to your Company in an amount to cover the aggregate exercise cost, fees and any required withholding taxes provided that you will deliver to us any cash or securities required to complete the transaction, and provided further that we may deduct such costs, fees and taxes from the proceeds of any transaction; and (iv) if included in your Instructions, sell the Stock Plan Shares. You understand and agree we (A) are not responsible for any payment associated with the stock option exercise, (B) cannot guarantee payment or distribution of payment for the stock option exercise transaction, (C) cannot be held responsible for a transaction that is cancelled or void due to stock delivery failure, blackout periods or instructions from your Company that the transaction will not be completed; and (D) may not process your request immediately upon receipt of your Instructions and Company share prices may fluctuate. You agree and understand that your Instructions are irrevocable and your Instructions shall constitute authorization for us, acting upon your Instructions, to exercise or sell Stock Plan Shares or simultaneously purchase and sell the Stock Plan Shares. We are authorized to provide your Company with information about activities and transactions occurring in your account or Companion Brokerage Account relating to the Stock Plan Shares, including, without limitation, tax payment or other elections, order placement, sales and sale price, and other information reasonably requested by or customarily delivered to share plan sponsors.

We are also authorized to rely, without further investigation, on these Terms and Conditions as conclusive evidence of your irrevocable election to exercise stock options in accordance with and subject to the terms, provisions, and conditions of your Company's equity plan, to all of which you hereby expressly consent.

(b) Without limiting the foregoing, you understand, acknowledge and agree that Morgan Stanley's broker-dealer subsidiaries, their clearing firms (as applicable) and their respective routing counterparties (collectively, the “Execution Venues”), in routing and/or executing any orders you submit to us through the Platform or in connection with the Services, may, in certain jurisdictions, treat such orders as “not held” and thus exercise both time and price discretion, including using various order handling arrangements to exercise discretion and decision-making over routing and execution. You hereby authorize the Execution Venues to treat your orders as “not held” and exercise time and price discretion and use various order handling arrangements to exercise discretion and decision-making over routing and execution with respect to such orders.

(c) Subject to our internal policies and procedures and compliance with Applicable Law, as a condition to the receipt of the Services and access to the Platform, you may be required to open a brokerage account for the purpose of depositing your Stock Plan Assets (a "Companion Brokerage Account") and we are authorized to transfer your Stock Plan Assets to the Companion Brokerage Account at our discretion.

In connection with opening a Companion Brokerage Account, you shall be required to furnish such information and complete such documentation as we may reasonably require in connection with establishing and operating such Companion Brokerage Account.

You acknowledge that, if a Companion Brokerage Account is opened or established by you, the management and maintenance of your Companion Brokerage Account is outside the scope of these Terms and Conditions and governed by a separate Account Agreement or other agreement between you and the relevant Broker-Dealer (as defined below). With respect to your Companion Brokerage Account, you shall be responsible for all applicable account-related fees at the prevailing rates, at the time of any transactions.

10. Erroneous Transaction Payments. If you have received into any account whatsoever (whether your account maintained by us, or any third party maintained or operated account) payment of funds or securities to which you were not entitled or to which you are subsequently not entitled ("erroneous payment"), you agree to notify us as soon as you learn of such erroneous payment and you further agree not to remove any such erroneous payment from your account, and to return the entire erroneous payment to us. You agree that you are required to return the full amount of the erroneous payment to us, notwithstanding any oral representations to the contrary made by any of our personnel.

If you fail to return the erroneous payment, we shall have the right to remove an amount of cash and/or securities equal to the erroneous payment from your account and to liquidate, at our sole discretion, any of your assets held by us or our affiliates to satisfy your obligations to return any such erroneous payment. If we cannot remove the erroneous payment from your account and you fail to return the full amount of the erroneous payment, you will be liable to us not only for the amount of the erroneous payment but also for any interest and expenses, including reasonable attorneys' fees associated with the recovery of the erroneous payment.

11. Foreign Currency Conversions. In facilitating the payment of proceeds from your account, when a transaction settles in a currency other than the currency requested by you (the "target receiving currency"), a foreign exchange conversion needs to take place. Acting as principal, we will facilitate the conversion of the settlement currency to the target receiving currency. We reserve the right to earn revenue on this currency conversion (including any conversions for dividends) for, among other reasons, the mitigation of the inherent risks in acting as principal, administrative efficiencies, access to wholesale foreign exchange markets, and bulk trading capabilities.

12. Termination of Employment; Issuer Termination of Services. You agree that in the event your employment with your Company is terminated or if your Company terminates our services, we shall have the right to charge you any reasonable account and services fees to maintain your account, subject to our compliance with Applicable Law and the terms of the Corporate Agreement. If you fail to make payment for such account and services fees, we shall have the right to assess such payment from any assets you may have in your account in accordance with Section 13 herein. Further, you authorize us to and you agree that we may, in our discretion and subject to our compliance with Applicable Law, transfer any Stock Plan Shares you hold in your account to your Company's transfer agent or registrar. You also authorize us to and you agree that we may, in our discretion and subject

to our compliance with Applicable Law, transfer any Stock Plan Shares to another service provider upon your Company's Instructions to us, and such Instructions may include, but are not limited to, the number of shares to transfer, the name of the receiving firm and the account title, account number and DTC# (U.S. only) at the receiving firm. In connection with the foregoing transfers of Stock Plan Shares, you authorize us to liquidate any fractional shares and either mail you a check for the proceeds at the last known address we have on record for you or transfer the funds to the bank account we have on record for you to the extent that such fractional shares cannot be transferred.

13. Restrictions, Account Termination, Costs and Debt You May Incur.

(a) You agree that, as security for the payment of any amounts you owe to us or our affiliates in connection with the transactions in or services related to Stock Plan Shares or otherwise, you grant to us a **first priority continuing security interest in and lien on, and a right of setoff with respect to, all property that is, now or in the future, held, carried or maintained for any purpose in or through your account(s)**. You agree that we may elect, at any time, with or without notice, to make any debit balance or other obligation related to your account immediately due and payable.

(b) You further agree that we may at our discretion hold such property until your debts or obligations to us or our affiliates are fully satisfied, or we may sell, assign or deliver all or any part of the securities and other property held in your account and may apply the proceeds of its liquidation toward the satisfaction of your debts and obligations. You agree to be responsible for all costs and commissions related to such liquidations. In enforcing our security interest, you agree that we have the discretion to determine which property is to be sold and the order in which it is to be sold. In addition, you agree that we shall be entitled to apply any dividends, capital gains payments, interest payments or other incoming funds to cover fees or other indebtedness to us or our affiliates.

(c) You agree that we may also in our sole discretion and without notice to you, terminate or otherwise restrict any or all services rendered under your account, or close your account, at any time and for any reason, including the termination of access to this Platform.

(d) Upon the closing of or the placing of any restriction on your account (whether at your instruction or at our discretion), you shall bear the sole liability for any depreciation in the value of priced securities in the account due to market movement. Following the closing of your account, you agree to instruct us with respect to the disposition of assets remaining in your account. If, after a reasonable period of time, we have not received your instructions regarding the disposition of the assets remaining in your account, you agree that we may, but are not obligated to, liquidate the assets remaining in your account (regardless of current market conditions) and either mail a check to you at the last known address we have on record for you or transfer the funds to the bank account we have on record for you. The proceeds of any liquidated assets will not earn interest.

(e) These actions may cause you to recognize taxable income or to report losses for tax purposes. You acknowledge that you and not we, are responsible for any losses, fees, taxes, costs or charges you may incur as a result of the liquidation of the assets remaining in your account under such circumstances.

(f) If, after your account has been closed, we receive any dividends, interest or other payments with respect to assets previously held in your account, you agree that we may liquidate any such securities and payments so received and either mail a check to you at the last known address we have on record or transfer the funds to the bank account we have on record for you. These terms and conditions will continue to govern matters relating to your account that arose before your account was closed or that may arise after the closing of your account.

14. USA Patriot Act Notice (The Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Pub 1. No 105-56 (2001)). To help the government fight the funding of terrorism and money laundering activities, U.S. federal law requires all U.S. financial institutions to obtain, verify, and record information that identifies each individual or legal entity that opens an account or establishes a customer relationship with us. Federal law also requires all U.S. financial institutions to obtain, verify, and record information that identifies the beneficial owners of a legal entity that opens an account or establishes a customer relationship. We will ask for your name, address, date of birth (as applicable) and other identification information. You are required to notify your Company and us promptly of any changes to this identification information. In addition, if you enter into a new customer relationship with us on behalf of a legal entity, we will ask for the names, addresses, dates of birth and other identification information of the beneficial owners of the legal entity. This information will be used to verify your identity and, in the case of a legal entity customer, the identity of the beneficial owners and any changes to this identification information must also be promptly notified to your Company and us. As appropriate, we may, in our discretion, ask for additional documentation or information. If all required documentation or information is not provided, we may be unable to open an account or establish a relationship with you.

Consistent with our Global Anti-Money Laundering Policy and Compliance Program designed to meet obligations under the USA Patriot Act, the following federal laws of Australia, Canada and the United Kingdom also require financial institutions, operating in those jurisdictions, to obtain, verify and record certain information, including, but not limited to, the information set forth above with respect to the USA Patriot Act, about each individual or legal entity that opens an account or establishes a customer relationship to help governments fight the funding of terrorism and money laundering activities:

- Australia: Notice of the Anti-Money Laundering and Counter Terrorism Financing Act of 2006 and Anti-Money Laundering and Counter Terrorism Financing Rules Instrument 2007;
- Canada: Proceeds of Crime (Money Laundering) and Terrorist Financing Act, S.C. 2000; and
- United Kingdom: Notice for Money Laundering, Terrorist Financing and Transfer Funds (Information on the Payer) Regulations 2017, Proceeds of Crime Act 2002 and the Terrorism Act 2000 (as amended by the Anti-terrorism, Crime and Security Act 2001).

15. Politically Exposed Person ("PEP"), Sanctioned Person. If you, or any other owner, trustee, or authorized person on your account(s) is, or has been a PEP², or is a corporation, business, or entity that is closely aligned with a PEP such that it is subject to due diligence as a PEP Entity³, you confirm that you have disclosed or will disclose this fact to us and have provided the necessary information by law to open and/or service your account(s). You also agree that if you, or any other account owner, or authorized person on your account(s), is, has been, or becomes a Sanctioned Person, you will immediately notify us. Furthermore, you agree that you will not use your account(s), or permit your accounts to be used, for any transactions: (i) with, involving or for the benefit of, any Sanctioned Person; or (ii) in any other manner that would cause either you or us to violate any Sanctions.⁴ (Please refer to the end of these Terms for further information on the referenced terms in this Section 15.)

16. DISCLAIMER OF WARRANTIES. THE INFORMATION PROVIDED VIA THE SERVICES IS PROVIDED BY US "AS IS" and "AS AVAILABLE," AND NEITHER WE NOR ANY THIRD PARTY THAT CONTRIBUTES IN ANY MANNER TO THE SERVICES MAKES ANY REPRESENTATION OR WARRANTY WHATSOEVER, INCLUDING WARRANTIES (A) WITH RESPECT TO THE ACCURACY, COMPLETENESS OR TIMELINESS OF THE SERVICES; OR (B) THAT THE SERVICES SHALL BE UNINTERRUPTED OR ERROR FREE. WE PROVIDE NO GUARANTEE AGAINST THE POSSIBILITY OF DELETION, MIS-DELIVERY OR FAILURE TO STORE PERSONALIZED SETTINGS OR OTHER DATA. FURTHER, WE AND ANY THIRD PARTY THAT CONTRIBUTES IN ANY MANNER TO THE SERVICES DISCLAIM ANY EXPRESS OR IMPLIED

WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE SERVICES. ANY HYPERLINK TO ANOTHER SITE IS NOT AND DOES NOT IMPLY AN ENDORSEMENT, INVESTIGATION, VERIFICATION OR MONITORING BY US OF ANY INFORMATION ON THAT SITE.

17. Your Indemnification Obligations. You agree to indemnify us against and hold us harmless from any claims, losses, causes of action, damages or expenses (including legal fees) arising from or as a result of: (a) us following Instructions (as defined in Section 9 herein); (b) your violation of these Terms and Conditions or Applicable Law; (c) for an unauthorized use of this Platform; or (d) your failure to comply with the terms, provisions and conditions of your Company's share plan and the respective grant documents applicable to you, or procedures established by your Company with respect to the issuance of Stock Plan Shares or elections regarding Stock Plan Assets. You shall cooperate with us as fully as reasonably required in the defense of any third-party claim subject to these indemnity provisions. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you. You shall not in any event settle such a matter without our prior written consent. These indemnity obligations will survive the termination of these Terms and Conditions and are in addition to any other indemnification obligations provided in any applicable agreement you have entered into with us.

18. LIMITATION OF LIABILITY. IN NO EVENT SHALL WE OR OUR AFFILIATES, SUBSIDIARIES OR CONTROLLING ENTITIES OR THEIR THIRD PARTY VENDORS, CONTRACTORS, TECHNOLOGY OR CONTENT PROVIDERS OR THEIR RESPECTIVE OFFICERS, DIRECTORS, OWNERS, AGENTS AND EMPLOYEES (COLLECTIVELY, THE "MORGAN STANLEY PARTIES") HAVE ANY LIABILITY TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT OR THE PERFORMANCE OR BREACH OF THIS AGREEMENT, OR YOUR OR ANY OTHER PERSON'S USE OF, OR INABILITY TO USE, THE PLATFORM OR SERVICES. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT AND WITHOUT LIMITING THE FOREGOING, IN THE EVENT YOU INCUR DAMAGES OR LOSSES ARISING OUT OF THIS AGREEMENT AND THE PLATFORM AND SERVICES HEREUNDER AND SUCH LOSSES WERE CAUSED BY OUR NEGLIGENCE, THEN, IN SUCH INSTANCE, WE SHALL BE LIABLE TO YOU UP TO A MAXIMUM AGGREGATE LIABILITY NOT TO EXCEED THE GREATER OF US\$2,500 AND TEN (10) TIMES THE AMOUNT EARNED (INCLUDING ANY MARK-UP), IF ANY, BY US FROM YOU IN CONNECTION WITH THE SPECIFIC EVENT GIVING RISE TO YOUR LOSS OR DAMAGES, UNLESS CAUSED DIRECTLY BY THE MORGAN STANLEY PARTIES' GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN WHICH CASE SUCH DOLLAR LIMITATION SHALL NOT APPLY. THESE LIMITATIONS SHALL APPLY, TO THE FULLEST EXTENT PERMITTED BY LAW, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED ON STATUTE OR ARISING IN CONTRACT, INDEMNITY (OTHER THAN AS PROVIDED FOR IN SECTION 17), WARRANTY, STRICT LIABILITY OR TORT (INCLUDING NEGLIGENCE), AND REGARDLESS OF WHETHER ANY MORGAN STANLEY PARTY KNOWS OR HAS REASON TO KNOW OF THE POSSIBILITY OF SUCH DAMAGES. YOU AGREE THAT WE ARE NOT LIABLE FOR LOSS CAUSED DIRECTLY OR INDIRECTLY BY GOVERNMENT RESTRICTIONS, EXCHANGE OR MARKET RULINGS, GENERAL MARKET VOLATILITY, SUSPENSION OF TRADING, INTERRUPTIONS OF COMMUNICATIONS OR DATA PROCESSING, WAR, TERRORIST ACTS, STRIKES, ACTS OF GOD OR OTHER CONDITIONS BEYOND OUR CONTROL. THIS LIMITATION OF LIABILITY IS IN ADDITION TO ANY OTHER LIMITATION PROVIDED IN ANY APPLICABLE SUPPLEMENTAL AGREEMENT OR ACCOUNT AGREEMENT (AS BOTH TERMS ARE DEFINED HEREIN).

19. Access, Passwords and Security. You are solely responsible for maintaining the confidentiality of any user identifications, passwords, authentication codes (including voice PINs) or other security devices or procedures (collectively, "Passwords") issued to you or that you select with respect to the Platform. You should not share or disclose your Passwords with or to any third party, and you

assume all risks associated with, and bear sole responsibility for any damages resulting from, such sharing or disclosure by you. You agree not to alter, delete, disable or otherwise circumvent any Password or permit or assist any other party to do so in a manner not authorized by us. If you inform us or if we have reason to believe that the security of your Passwords may be or has been compromised, we reserve the right to suspend or terminate your access to the Platform. In addition to the foregoing, we may change (or require you to change) your Passwords at any time. You agree that, in setting any password, you will provide a complex, hard-to-guess password compliant with our password requirements. You understand that we are not liable for any loss, damage or data exposure that results from your use of a weak or easily guessed password. Unless otherwise required by Applicable Law, you are responsible for all transmissions, instructions, information, processes, or other communications attributable to your Passwords, whether entered by your authorized personnel or by any other person, and any agreement or consent communicated from such access shall be deemed to be a duly signed writing of yours sufficient to bind you. You agree to notify us immediately if you become aware of any loss, theft, or unauthorized access to or use of your Passwords.

20. Authentication Procedures. Collection and use of information about you for authentication procedures are part of the log on process for users registered to use the Platform. The process is intended to assess the authenticity of a request by registered users to access, transact business through, or otherwise use the Platform. A combination of multiple authentication elements about you such as your individual and user information, transactional data, session surveillance, and IP information, may be collected and used by us in a manner that will generally be transparent to you during your sessions on the Platform. If the authentication elements do not meet our satisfaction at any time as determined by us in our sole discretion, you may be required to pass through additional authentication assessments such as supplying specific answers to challenge questions or other procedures. If you fail the additional authentication assessments, we have the right to not act upon a transaction or issue any payment following a transaction. We will collect and use information from or about you for such assessments, procedures and other administrative and business reasons as we may determine from time to time.

21. Privacy, Cookies and Use of Information. We may process your information, including personal information, as part of and/or in connection with your access and/or use of the Platform and/or the Services. This includes using cookies and similar technology to collect information about your use of our web site and your preferences.

To find out more information on how we process your personal information, see our Shareworks and StockPlan Connect Privacy Policy.

22. Non-U.S. Residents/International Users. The provision of the Services does not constitute (and should not be interpreted to constitute) the offering, selling, or conducting of business with respect to such Services in certain jurisdictions outside the United States where we are not (a) licensed and/or registered if such licensure or registration is required in relation to such Services or (b) legally permitted to provide such Services under Applicable Law.

If you agree to acknowledge or execute these Terms and Conditions electronically, you are doing so via a server in the United States or Canada and these Terms and Conditions will be deemed to be executed in the country where the Contracting Entity is located based on its Notice Address.

Except as set forth below, the Services are made available to you because your Company has engaged us to provide the Services under the terms of the Corporate Agreement, and they are made available to you on an unsolicited basis. We do not generally offer this Platform or the Services to individuals

directly and outside the context of Shareworks or StockPlan Connect, as applicable, unless specified below in relation to certain of our non-U.S. Contracting Entities.

If your Company entered into the Corporate Agreement with one of our “non-U.S.” Contracting Entities listed below, the following may apply to you:

- (a) Canada: Where the Contracting Entity is Solium Capital ULC:
 - (i) You acknowledge that, in the event that we are prohibited by U.S. law from supplying any or part of the Services to you, then you agree that Solium Capital ULC will not be in default of any of its obligations hereunder.

- (b) United Kingdom: Where the Contracting Entity is Solium Capital UK Limited:
 - (i) You acknowledge that the Services are provided to your Company as your agent;
 - (ii) These Terms and Conditions are in addition to any regulatory obligations of Solium Capital UK Limited and do not supersede or modify any such obligations; and
 - (iii) Clauses 13(a) and (b) of these Terms and Conditions do not apply.

- (c) Australia/New Zealand: Where the Contracting Entity is Solium Capital (Australia) Pty Ltd. or Solium Nominees (Australia) Pty Ltd.:
 - (i) You acknowledge that the Platform and the Services are provided to You, in addition to being provided to your Company;
 - (ii) The following shall be deemed to be a Supplemental Agreement:
 - A. Shareworks Participant Agreement; and
 - (iii) Regulatory disclosures can be found in:
 - A. Financial Services Guide; and
 - B. Foreign Exchange Product Disclosure Statement.

23. Notice. Any notices or other communications required or permitted to be given or delivered under these Terms and Conditions by us to you may be provided through the Platform, by e-mail, or in writing to your address we have on file. Any notices or other communications required or permitted to be given or delivered under these Terms and Conditions by you to us shall be provided in writing to us via mail addressed to the Notice Address listed below:

Our Contracting Entity	Notice Address	Contact Us Information
Morgan Stanley Smith Barney LLC; Solium Capital LLC; and Solium Plan Managers LLC	Morgan Stanley, P.O. Box 182616, Columbus, OH 43218-2616 Attention: Workplace Solutions Group – Stock Plan Operations with a copy to: Morgan Stanley Smith Barney LLC, 2000 Westchester Avenue, Purchase, NY 10577 Attention: Wealth Management Legal and Compliance Division	Telephone: (877) 380-7793 (for Shareworks) Telephone: (866) 722-7310 (for StockPlan Connect)
Solium Capital ULC	Solium Capital ULC, Suite 1500, 600 – 3 rd Avenue S.W., Calgary,	Telephone: (403) 515-3910

	AB T2P 0G5 Attn: President	
Solium Capital UK Limited	Solium Capital UK Limited, Renaissance House, 12 Dingwall Road, Croydon, CR0 2NA, United Kingdom Attention: Head of Operations	Telephone: +44 (0)800 088 5912
Solium Capital (Australia) Pty Ltd.; and Solium Nominees (Australia) Pty Ltd.	Solium Capital (Australia) Pty Ltd., Level 26 Chifley Tower, 2 Chifley Square, Sydney NSW 2000 Australia, Attention: Business Unit Risk	In Australia: FREE PHONE 1.800.768.002 - 9:30am–4:30pm (AET) In North America: TOLL-FREE 1.877.380.7793 - 8:00am–8:00pm (ET) International: 1.403.515.3909

24. Third Party Beneficiaries. We require permission from each of the national securities exchanges and the national securities association for the over-the-counter securities markets ("Securities Markets") to make available to you market data relating to securities ("Affected Securities") that are listed on such Securities Markets. In this context, market data includes last sale prices and bid and asked quotations. In connection with obtaining such permission, you understand and agree that these Terms and Conditions confer third-party beneficiary status on each of the Securities Markets that make available market data relating to Affected Securities. In authorizing us to take any action, or to receive any communication, these Terms and Conditions authorize us to act on our own behalf and on behalf of the Securities Markets. Each Securities Market may enforce these Terms and Conditions as to market data that it makes available, by legal proceedings or otherwise, against you or any person that obtains and uses market data improperly, unlawfully, or in any other way that these Terms and Conditions do not permit. No act or omission on the part of us and no other defense that might defeat recovery by us against you shall affect the rights of the Securities Markets as third-party beneficiaries under these Terms and Conditions.

In addition, you understand and agree that these Terms and Conditions confer third-party beneficiary status on Morgan Stanley Smith Barney LLC (in those cases where Morgan Stanley Smith Barney LLC is not a party to the Corporate Agreement) and any other broker-dealer (each a "Broker-Dealer") that we engage to provide services with respect to your account, any Stock Plan Assets held in such account or a Companion Brokerage Account, and any services, transactions or Instructions received from your Company or from you related thereto. In authorizing us to take any action, or to receive any communication or Instruction, these Terms and Conditions authorize us to act on our own behalf and on behalf of any such Broker-Dealer. Each Broker-Dealer may enforce these Terms and Conditions with respect to your account or a Companion Brokerage Account, any Stock Plan Assets held in such account or a Companion Brokerage Account, or any services, transactions or Instructions received from your Company or from you related thereto.

25. Third Party Power of Attorney. In the event we are presented with a general or limited power of attorney granted by you to a third-party that gives the attorney-in-fact the power to act with respect

to your account(s), we may accord the attorney-in-fact the same rights and privileges that would be accorded to you if we reasonably believe that the power of attorney is legally sufficient. We reserve the right to request additional information from you or the attorney-in-fact to evaluate its effectiveness.

26. Assignment. You agree not to assign your rights under these Terms and Conditions to any person or entity without our prior written consent. These Terms and Conditions are binding upon your successors, heirs and assigns, and may be modified only by us. We may assign or delegate any or all of our rights or obligations under these Terms and Conditions to a company affiliated with, or a successor to, us or to any assignee to which we determine to assign all or part of our business relating to services of this kind.

27. Relation to Other Agreements with Us. In addition to these Terms and Conditions, you agree to be bound by and comply with such other written requirements as we may furnish to you in connection with the Services or products which may be accessed via the Platform, including but not limited to, any account agreements or financial services disclosures. You may be asked or required to execute or agree to supplementary agreements, in paper or electronic form, before you are permitted to access or use the Services, including certain features or functionality of the Morgan Stanley at Work services (each, a "Supplemental Agreement"). You may also be asked or required to execute one or more account agreements, including with respect to certain Morgan Stanley Wealth Management accounts or Companion Brokerage Accounts (each, an "Account Agreement"). These Terms and Conditions are in addition to any Supplemental Agreement or Account Agreement and are not intended to supersede or modify any such agreements. In the event of any conflict between the terms of these Terms and Conditions and any Supplemental Agreement, any Account Agreement or the Corporate Agreement, the applicable Supplemental Agreement, Account Agreement or Corporate Agreement will be given preference with respect to the applicable services described therein.

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

29. Contacting Us. For general questions regarding Shareworks and StockPlan Connect, please refer to the contact information listed in the table in Section 23 (above) or visit the Support pages on the Shareworks and StockPlan Connect websites.

30. Governing Law, Jurisdiction and Language. To the maximum extent permitted by Applicable Law, any dispute or claim arising out of or in connection with these Terms and Conditions or the subject matter hereof shall be governed by and construed in accordance with the governing laws listed below. The parties irrevocably agree that the courts or arbitration forums listed below for the applicable Contracting Entity shall have exclusive jurisdiction to settle any dispute, whether contractual or non-contractual, arising out of or in connection with these Terms and Conditions or the subject matter hereof. In addition, where the Contracting Entity is Solium Capital (Australia) Pty Ltd., you may elect to submit any dispute to the Australian Financial Complaints Authority (AFCA) after attempting resolution with us.

These Terms and Conditions and any Supplemental Agreements have been drawn up in the English language. If they are provided to you by us in a language other than English, you agree that the English

language version (available upon request) shall be controlling in all respects and shall prevail in case of any differences or inconsistencies with the translated versions.

Our Contracting Entity	Governing Laws	Courts with Jurisdiction or Arbitration
Morgan Stanley Smith Barney LLC	State of New York	Arbitration: See Part A
Solium Capital LLC	State of New York	Arbitration: See Part A
Solium Plan Managers LLC	State of New York	Arbitration: See Part A
Solium Capital ULC	Province of Alberta	Arbitration: See Part B
Solium Capital UK Ltd	England	Courts of England
Solium Capital (Australia) Pty Ltd.	New South Wales	Courts of New South Wales

NOTE THAT PARTS A AND B TO THE TERMS AND CONDITIONS: U.S AND CANADIAN ARBITRATION AGREEMENTS FOLLOW; PLEASE REVIEW CAREFULLY.

1 “Sanctioned Person” means, at any time, (a) any government, entity, organization or individual (each a “Person”) that is the target of any Sanctions, including Persons listed in any Sanctions-related list of designated sanctions targets maintained or administered by any of the below-mentioned sanctions authorities, (b) any Person operating, organized or resident in a Sanctioned Country as designated from time to time by a Sanctions Authority (as defined below), or (c) any Person owned or controlled by any such Person.

2 A “Politically Exposed Person” or PEP is a current or former prominent public figure, or a known close associate to a prominent public figure. A prominent public figure is a natural person currently or formerly entrusted with a senior public role or function (e.g., a senior official in the executive, legislative, military, administrative or judicial branches of government or a member of a royal ruling family). It also may include a senior official of a major political party or senior executive of a government-owned corporation. Immediate family members include the spouse/partner, parent, grandparent, sibling, child, stepchild, or in-law of the prominent public figure. Known close associates include those individuals that are widely and publicly known to maintain a close relationship to the prominent public figure and can include anyone in any capacity, such as distant relatives, advisors, employees and business representatives/agents.

3 A “PEP Entity” is any corporation, business or other entity that (a) has a prominent public figure that is a beneficial owner; or (b) a key controller who is a prominent public figure (i.e., prominent public figure that exercises actual or effective control over the entity).

4 “Sanctions” means economic or financial sanctions or restrictive measures or trade embargoes imposed, administered or enforced from time to time by any of the following sanctions authorities (each a “Sanctions Authority”): the U.S. government (including without limitation the Office of Foreign Assets Control (OFAC) of the U.S. Department of the Treasury and the U.S. Department of State), the Canadian government (including without limitation Global Affairs Canada, pursuant to authority granted to the Minister of Foreign Affairs, the Royal Canadian Mounted Police and the Canadian Border Services Agency), the United Nations Security Council, the European Union or any EU member state and the Office of Financial Sanctions Implementation (OFSI) of Her Majesty’s Treasury of the United Kingdom.

Part A to the Terms and Conditions

Arbitration Agreement for U.S. Contracting Entities: Morgan Stanley Smith Barney LLC, Solium Capital LLC and Solium Plan Managers LLC

PLEASE READ THIS ARBITRATION AGREEMENT CAREFULLY.

When you click “Accept,” you are agreeing to this pre-dispute arbitration agreement (“Arbitration Agreement”) in connection with the Terms and Conditions for Shareworks and StockPlan Connect (“Terms and Conditions”) and, if applicable, the Consent to Electronic Delivery for Morgan Stanley StockPlan Connect and Solium Shareworks (“eDelivery Consent” and together with the Terms and Conditions, the “Covered Agreements”).

- 1. Consent to Arbitration.** You agree as follows:
 - (a) The parties to the Covered Agreements are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed;**
 - (b) Arbitration awards are generally final and binding and a party's ability to have a court reverse or modify an arbitration award is very limited;**
 - (c) The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings;**
 - (d) The arbitrators do not have to explain the reason(s) for their award unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 20 days prior to the first scheduled hearing date;**
 - (e) The panel of arbitrators may include a minority of arbitrators who were or are affiliated with the securities industry;**
 - (f) The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court; and**
 - (g) The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into the Covered Agreements.**

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

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

2. Arbitration Forum and Notice.

- (a) You agree to arbitration before any self-regulatory organization or exchange of which Morgan Stanley Smith Barney LLC is a member.
 - (b) You may elect which arbitration forum shall hear the matter by sending a registered letter or other written communication addressed to Morgan Stanley Smith Barney LLC, 2000 Westchester Avenue, Purchase, NY 10577, Attn: General Counsel, Wealth Management Legal and Compliance Division. If you fail to make such election before the expiration of five (5) days after receipt of a written request from us to make such election, we shall have the right to choose the forum.
3. No person shall bring a putative or certified class action to arbitration, nor seek to enforce any predispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (a) the class certification is denied; (b) the class is decertified; or (c) the person is excluded from the class by the court.
4. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under the Terms and Conditions or eDelivery Consent except to the extent stated therein.
5. The statute of limitations applicable to any claims, whether brought in arbitration or in a court of competent jurisdiction shall be that which would be applied by the courts in the state in which you reside or if you do not reside in the United States, the statute of limitation shall be that which would be applied by the courts in the state where our office servicing your account is located.
6. You further agree that, if you are a non-resident of the U.S., you will submit to the jurisdiction of the chosen arbitration forum and will be bound by its determination thereby waiving any prior, simultaneous or subsequent actions or proceedings in any non-U.S. forums and also waiving any claims based on non-U.S. laws or regulations.
- 7. If any Supplemental Agreement or Account Agreement (as such terms are defined in the Terms and Conditions) contains a dispute resolution provision, disputes in connection with your access to or use of the applicable Morgan Stanley at Work service are subject to the provision set forth in the applicable agreement.**

Part B to the Terms and Conditions

Dispute Resolution for Canadian Contracting Entity:

PLEASE READ THIS DISPUTE RESOLUTION AGREEMENT CAREFULLY.

When you click “Accept,” you are agreeing to this pre-dispute arbitration agreement (“Arbitration Agreement”) in connection with the Terms and Conditions for Shareworks and StockPlan Connect (“Terms and Conditions”) and, if applicable, the Consent to Electronic Delivery for Morgan Stanley StockPlan Connect and Solium Shareworks (“eDelivery Consent” and together with the Terms and Conditions, the “Covered Agreements”).

1. Consent to Arbitration. You agree as follows:

- (a) The parties to the Covered Agreements are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed;**
- (b) Arbitration awards are generally final and binding and a party's ability to have a court reverse or modify an arbitration award is very limited;**
- (c) The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings;**
- (d) The panel of arbitrators may include a minority of arbitrators who were or are affiliated with the securities industry;**
- (e) The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court; and**
- (f) The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into the Covered Agreements.**

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

2. Arbitration Forum and Notice.

- (a) Any dispute, controversy or claim arising out of or relating to the Covered Agreements including any question regarding their existence, interpretation, validity, breach or termination or the business relationship created by them shall be referred to and finally resolved by arbitration under the arbitration rules of the ADR Institute of Canada (“ADRIC”).**
- (b) The place of the arbitration shall be the Province of Alberta.**
- (c) You agree that the terms of this arbitration agreement shall be governed by and construed in accordance with the laws of the Province of Alberta.**

- (d) The language of the arbitration shall be English.
 - (e) There shall be one arbitrator. Each party shall submit a list of three names of individuals with whom they would be prepared to appoint as arbitrator, and ADRIC shall select an arbitrator from the list of six names of proposed arbitrators.
3. No person shall bring a putative or certified class action to arbitration, nor seek to enforce any predispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (a) the class certification is denied; (b) the class is decertified; or (c) the person is excluded from the class by the court.
 4. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under the Terms and Conditions or eDelivery Consent except to the extent stated therein.
 5. The statute of limitations applicable to any claims, whether brought in arbitration or in a court of competent jurisdiction shall be that which would be applied by the chosen arbitration forum or, if not applicable, the statute of limitation shall be that which would be applied by the courts in the Province of Alberta.
 6. You further agree that, if you are a non-resident of Canada, you will submit to the jurisdiction of the chosen arbitration forum and will be bound by its determination thereby waiving any prior, simultaneous or subsequent actions or proceedings in any non-Canadian forums and also waiving any claims based on laws or regulations outside the Province of Alberta.
 7. **If any Supplemental Agreement or Account Agreement (as such terms are defined in the Terms and Conditions) contains a dispute resolution provision, disputes in connection with your access to or use of the applicable Morgan Stanley at Work service are subject to the provision set forth in the applicable agreement.**