

## Funds Transfer Service

*Move Money Where You Want It, When You Need It*

### Introduction

The Funds Transfer Service provides a fast, free and flexible service that enables you to move funds between certain Morgan Stanley Accounts and accounts at other financial<sup>1</sup> institutions—without the need to write checks, buy stamps or make trips to the mailbox.

Available to Active Assets Accounts,<sup>SM</sup> Basic Securities Accounts, certain Retirement Accounts, the Funds Transfer Service provides you with the ability to set up one-time on demand transfers (“On Demand Transfers”) or recurring transfers, (whereby funds for a set dollar amount are systematically transferred on a specific schedule) (“Recurring Transfers”)—**free of charge**.<sup>2</sup> You can also use the Funds Transfer Service to electronically transfer funds from your eligible Morgan Stanley Accounts to accounts at other financial institutions that are held by third parties (“Third-Party Accounts”).

Our Online Transfers capability makes it easier for you to set up one-time or recurring transfers between your eligible Morgan Stanley Account<sup>3</sup> and accounts at outside financial institutions. Enroll today at [www.morganstanley.com/online](http://www.morganstanley.com/online).

### The Funds Transfer Service Gives You Options

- **On Demand Transfers**

Transfer funds between your Morgan Stanley Account and most deposit accounts at other financial institutions.

- **Recurring Transfers**

Set up systematic transfers of funds between your Morgan Stanley Account and most deposit accounts at other financial institutions on a regular basis.

- **Retirement Account Transfers**

Set up On Demand Transfers or Recurring Transfers between your Morgan Stanley Retirement Account and most deposit accounts at other financial institutions.

<sup>1</sup> Only applicable to U.S. financial institutions.

<sup>2</sup> Other account fees may apply. See Terms & Conditions.

<sup>3</sup> Retirement Accounts are not currently eligible for Online Transfers.

### Enjoy the Benefits of the Funds Transfer Service at No Additional Cost

To enroll in this free service, simply complete the attached Funds Transfer Service enrollment form, including a voided check or current statement (if applicable), and forward to your Financial Advisor or Private Wealth Advisor.

### How to Set Up Recurring Transactions

This form allows you to link an external account to your Morgan Stanley Account to electronically transfer funds. Upon completing the form you will be permitted to verbally authorize these one-time electronic funds transfer transactions in the future.

If you wish to establish a recurring transfer instruction which will automatically complete these transactions on a specified recurring basis, you must complete the corresponding Addendums for:

- a) Recurring Transfers for a fixed dollar amount and frequency
- b) Recurring Transfers to distribute your Accumulated Income (i.e., your dividend and interest balances)

### To Enroll In The Service

Please complete the following sections and include a voided check or current statement for the Outside Bank Account you wish to enroll and have the third-party sign for Third-Party Accounts (if applicable).

**On Demand Transfers:** You must complete sections 1, 2 and 3.



**For Internal Use Only**

Branch No.

Account No.

FA/PWA No.

\_\_\_\_\_

\_\_\_\_\_

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Please be sure to sign page 3 of this Funds Transfer Service Form and attach a voided check for your external account. By signing this Funds Transfer Service Form, you agree to the Funds Transfer Service Terms and Conditions and Additional Disclosures (the "Terms") that are included at the end of this form, and acknowledge that the execution of any direction pursuant to this form is subject to Morgan Stanley's internal policies and procedures. Please contact your Financial Advisor or Private Wealth Advisor for more information.

### 1. Client Information

PLEASE PRINT CLIENT NAME (FIRST, MIDDLE, LAST)

IF JOINT ACCOUNT, PLEASE PRINT JOINT CLIENT NAME (FIRST, MIDDLE, LAST)

Check Here If Both Joint Account Owners can Authorize Transactions

### 2. On Demand Transfers

List the Morgan Stanley Account(s) and the external account to be linked for On Demand Transfers.\*

#### Morgan Stanley Account(s)

#### External account

MORGAN STANLEY ACCOUNT  
NUMBER 1

OUTSIDE BANK NAME

ABA NUMBER

ACCOUNT NUMBER

NAME AS IT APPEARS ON EXTERNAL ACCOUNT

MORGAN STANLEY ACCOUNT  
NUMBER 2 (IF APPLICABLE)

Checking

Savings

If you are not the Owner, and this is a Third-Party Account, please select one of the following:

Business Checking

Business Savings

External account can receive funds only

MORGAN STANLEY ACCOUNT  
NUMBER 3 (IF APPLICABLE)

External account can receive or send funds

MORGAN STANLEY ACCOUNT  
NUMBER 4 (IF APPLICABLE)

**Note:** The receive or send funds option requires a voided check and signature from the Third-Party

You acknowledge that upon your verbal instruction, pursuant to the terms of this form, On Demand Transfers may be made between any of the Morgan Stanley Accounts and external account listed in Section 2. On Demand Transfers between your Morgan Stanley Accounts and your Outside Bank Accounts or Third Party Accounts may be either deposits or withdrawals. You further acknowledge that certain Retirement Account contributions may also require a signed letter of authorization and all Retirement Account distributions require a Distribution Form.

### 3. Signatures

I wish to enroll in the Morgan Stanley Funds Transfer Service (the "Service"). I have read and understand this Funds Transfer Service Form (the "Form") and the Funds Transfer Service Terms and Conditions ("Terms") attached to this form, and I agree that such Terms, as well as Morgan Stanley's internal policies and procedures (please contact your Financial Advisor or Private Wealth Advisor for more information), shall govern my use of the Service.

I hereby represent and warrant that I have all necessary right, power and authority to debit and credit the Outside Bank Account or Third-Party Account identified on this Form, and that all information entered on this Form is complete and accurate. I also represent and warrant that I have obtained the authorization of the owner of each Third-Party Account to initiate, and to have Morgan Stanley initiate debits or credits to such Third-Party Account to correct errors, as provided below (if the checkbox in Section 2 is selected permitting withdrawals from the Third-Party Account).

\* Multiple Morgan Stanley Accounts can be linked to an external account using a single Form. However, only one external account can be listed per Form. Multiple external accounts will require separate Forms.

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Branch No.

Account No.

FA/PWA No.

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Subject to the terms of this form, the Terms, and Morgan Stanley's internal policies and procedures, I hereby authorize Morgan Stanley to initiate deposits and/or withdrawals to/from my Morgan Stanley Account(s) and Outside Bank Account or Third-Party Account indicated previously at the depository institution named above and to deposit and/or withdraw to and from such accounts for various amounts at varying times by making On Demand Transfers. I understand that I may only revoke, rescind or return a Transfer as provided in the Terms.

I acknowledge that Morgan Stanley will not be liable for any loss, liability, cost nor expense arising out of my instructions, if Morgan Stanley employs reasonable procedures to prevent unauthorized transactions.

Should an incorrect amount be withdrawn from or deposited to my Outside Bank Account(s), or Third-Party Accounts, or my Morgan Stanley Account(s), I authorize Morgan Stanley to correct the error by debiting/crediting my Outside Bank Account(s), my Morgan Stanley Account(s) or Third-Party Accounts. Should a debit to an Outside Bank Account or Third-Party Account not be possible for any reason (e.g., nonsufficient funds), I agree to promptly pay Morgan Stanley any amounts that I owe in my Morgan Stanley Account(s).

This authorization is to remain in full force and effect until Morgan Stanley has received written notification from me of its termination in such time and in such manner as to afford Morgan Stanley and my depository institution a reasonable opportunity to act on it. Any modifications to this authorization (e.g., addition of certain outside banks) must be made using this Form.

\_\_\_\_\_  
MORGAN STANLEY ACCOUNT HOLDER NAME (PLEASE PRINT)

\_\_\_\_\_  
MORGAN STANLEY ACCOUNT HOLDER SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
MORGAN STANLEY JOINT ACCOUNT HOLDER NAME (OPTIONAL-PLEASE PRINT)

\_\_\_\_\_  
MORGAN STANLEY JOINT ACCOUNT HOLDER SIGNATURE (OPTIONAL)

\_\_\_\_\_  
DATE

\_\_\_\_\_  
THIRD-PARTY ACCOUNT HOLDER NAME (IF APPLICABLE-PLEASE PRINT)

\_\_\_\_\_  
THIRD-PARTY ACCOUNT HOLDER SIGNATURE (IF APPLICABLE)

\_\_\_\_\_  
DATE

#### 4. Voided Check Samples

**Please attach a voided or cancelled check from the external account**

(If a voided check is not available, please provide a copy of your outside financial institutions bank/savings statement.  
For Third-Party Accounts authorized to make transfers into your Morgan Stanley Account, a voided check is required.)

**For Internal Use Only**

Branch No.

Account No.

FA/PWA No.

# Electronic Funds Transfer Service Terms and Conditions and Additional Disclosures

These Funds Transfer Service Terms and Conditions and Additional Disclosures (the “Terms”) govern your use of the Morgan Stanley Funds Transfer Service (the “Service”) to electronically transfer funds to and from your Morgan Stanley Smith Barney LLC brokerage account (the “Morgan Stanley Account”) and your accounts (i) at other financial institutions (“Outside Bank Accounts”) or (ii) at other financial institutions that are held by third parties (“Third-Party Accounts”). These transfers are referred to herein as “Transfers.” Outside Bank Accounts that you enroll in the Service must share at least one (1) common owner with the Morgan Stanley Account.

These Terms supplement the terms and conditions in the agreement governing your Morgan Stanley Account (the “Account Agreement”), which are incorporated therein by reference. In the event of any conflict between these Terms and the terms and conditions in your Account Agreement, these Terms shall govern with respect to your use of the Service. Any transfers that you initiate by contacting your Financial Advisor to act on your instructions, will be governed by these Terms. To enroll in the Service, you must submit a signed Funds Transfer Service Form (“Form”) containing all required information for the services you choose, including the Morgan Stanley Accounts, Outside Bank Account and/or Third-Party Account with respect to which you will use the Service.

By agreeing to these Terms, you are authorizing Morgan Stanley to initiate debit and credit transactions with your Morgan Stanley Account(s), Outside Bank Account and/or Third-Party Account. You further understand and agree that you will not be able to rescind any Transfer that has reached the Executed status. A Transfer is given the “Executed” status by Morgan Stanley when all required internal Morgan Stanley approvals have been obtained and Morgan Stanley has initiated the processing of the Transfer; you may contact your Branch or go online to find out whether a Transfer has reached the “Executed” status. However, as discussed below, “Executed” does not mean that payment of the Transfer is complete. Should an incorrect amount be transferred from or into your Morgan Stanley Account(s), Outside Bank Accounts, or Third-Party Accounts, you authorize Morgan Stanley to correct the error through its initiation of a debit/credit to your Morgan Stanley Account(s), Outside Bank Account(s) or Third-Party Accounts. Should a correction not be possible (due to, for example, insufficient funds), you agree to promptly deposit into your Morgan Stanley Account any amount you may owe Morgan Stanley.

This authorization will remain in full force and effect until Morgan Stanley has received notification from you of its

termination in such time and in such manner as to afford Morgan Stanley and your depository institutions a reasonable opportunity to act on it.

Once you have submitted a signed Form authorizing Transfers between an Morgan Stanley Account, and an Outside Bank Account or a Third-Party Account, or you have provided such authorization online as part of the Online Transfers Service, Morgan Stanley may initiate one-time Transfers if you give oral authorization to your Branch. To initiate a Recurring Transfer (i.e., a Transfer that you set up for an amount and occurs on a regular, recurring basis), you must provide a signed Form authorizing such Recurring Transfer.

## **With Respect to the Service**

You understand and agree that (i) certain account types may be prohibited from utilizing the Service, and Morgan Stanley has the right, in its sole discretion, to restrict your use of the Service; (ii) Morgan Stanley may in its sole discretion modify or discontinue the Service, which may include, without limitation, limiting and/or expanding any of the functionalities relating to the Service; and You represent and warrant that (i) you own and have authority over each Morgan Stanley Account in connection with the Service; (ii) you own and have authority over each Outside Bank Account in connection with the Service; and (iii) the owner of each Third-Party Account has authorized you and Morgan Stanley to make debit and credit Transfers to such Third-Party Account.

## **With Respect to Transfers**

You understand that we may use a variety of banking channels and facilities to make Transfers, including, but not limited to, the Automated Clearing House network (“ACH Network”), and you authorize us to use any such channel in our discretion. You acknowledge that Transfers may be subject to the rules of the applicable local ACH Network (including, but not limited to, the National Automated Clearing House rules), the rules the Federal Reserve System and the rules of the Clearing House Interbank Payment System. You agree not to initiate Transfers in violation of applicable law, regulations or any such rules.

Morgan Stanley may reject Transfers, in its sole discretion, including rejections based on, but not limited to, (i) the status of the applicable Morgan Stanley Accounts, or Outside Bank Accounts or (ii) facts suggesting a possible fraudulent transaction.

FUNDS TRANSFER SERVICE  
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All Transfers are provisional, and are subject to being rejected or reversed, even if the Transfer has been given an “Executed” status or the funds have been made available in your Morgan Stanley Account, Outside Bank Account or the Third-Party Account (see discussion of funds availability below). For example, withdrawals from your Morgan Stanley Account may be rejected, reversed or revoked by us or by the institution that holds your Outside Bank Account or the Third-Party Account for a number of reasons (including, but not limited to, insufficient funds in your Morgan Stanley Account). If more than one deposit into your Morgan Stanley Account is returned, reversed or revoked (for example, due to insufficient funds), your enrollment in the Service may be discontinued. If we discontinue your enrollment in the Service, you will need to re-enroll in order to make future funds transfers. Partial fund transfers are not permitted.

If a Transfer is given a status of “Executed” prior to 8:00 p.m. Eastern (the “Cutoff Time”) on a Business Day, the funds will be available in your Morgan Stanley Account on the next Business Day. If the cutoff time is missed, the transaction will take an additional business day to process. Notwithstanding the foregoing, however, Transfers to your Morgan Stanley Account are subject to applicable deposit hold policies. Regarding transfers to an Outside Bank Account, the availability of the funds will be subject to the policies of the external institution.

**Fees:** No fees are imposed by Morgan Stanley for use of the Service. However, other fees relating to your Morgan Stanley Account (such as insufficient funds fees) may apply.

**Business Days:** For purposes of the Service, Business Days are Monday through Friday. Holidays (including bank holidays and holidays when the New York Stock Exchange is closed) are not included.

If you request a Transfer to an Outside Bank Account or a Third-Party Account, the availability of the funds will be subject to the funds availability policies of the institution that holds your Outside Bank Account or the Third-Party Account. In addition, such Transfers may be reversed, as noted above.

Transfers can be cancelled and/or modified if the cancellation/modification instructions are provided to your Branch in sufficient time for your Branch to act on the cancellation or modification of the instruction prior to the transaction reaching the “Executed” status.

We may process your Transfer based solely on the bank identifying number, even if your Transfer indicates a different bank name, and any bank to which we send payment may process the Transfer based on the account or other identifying number you provide, even if the account or other identifying number does not match your name or the name of your intended payee.

If the scheduled date for a Recurring Transfer falls on a non-Business Day, the deposit or withdrawal will be made on the Business Day prior to the scheduled date (but is provisional as noted above).

If you instruct us to limit the total value of a series of recurring payments to a specified amount (a “Cap”) and the amount of the cap cannot be evenly divided by the amount of your recurring payment, then the cap effectively will limit the amount of the last payment in the series. In that case, you authorize us to reduce the final recurring payment to the amount that would cause the total of your recurring payments under that authorization to equal the cap.

## Retirement Account Transfers

Only certain contribution types are permitted for certain Retirement Accounts, and will likely require an additional signed letter of authorization.

Retirement Account contributions are subject to applicable IRS limits. It is your responsibility to ensure that limits are not exceeded for IRA and Coverdell ESA Accounts. Morgan Stanley reserves the right to reject Transfers that appear to be in excess of the annual limits.

All withdrawals from qualified business Retirement Plan Accounts require the plan trustee to sign an additional Distribution Form, authorizing transfers.

## Record of Funds Transfers

Your Morgan Stanley Account statement will list the funds transfers in your Account. If you have arranged to have preauthorized electronic transfers made to an Morgan Stanley Account at least once every 60 calendar days from the same person or company, you can call your Branch to find out whether or not the deposit has been made or utilize the Contact Information below.

## Limitations on Dollar Amounts of Transfers

Each Transfer must be greater than \$0.01 and may be made for up to \$99,999,999.99 to or from your Morgan Stanley Account, provided that there are sufficient funds in your Morgan Stanley Account and the Outside Bank Account.

## Preauthorized Payments

**Right to Stop Payment and Procedure for Doing So.** If you have told us in advance to make a payment out of your Morgan Stanley Account, you can stop any of these payments. Here’s how: Call us at (888) 454-3965 or if you are calling from outside the U.S. you may call (801) 617-9150 or write us at Morgan Stanley, Attn: Client Correspondence Department, P.O. Box 95002, South Jordan, UT 84095, in time for us to receive your request at least three (3) Business Days or more before the scheduled date for the Transfer. We may also require you to put your request in writing and get it to us within fourteen (14) calendar days after you call.

**Notice of Varying Amounts.** If regular (recurring) payments vary in amount, we will notify you 10 calendar days before each payment, telling you when it will be made and how much it will be. If the amount of a recurring payment is reduced because you have placed a Cap on the total amount of payments, as provided



above, we will not provide you separate notice of the reduction of the final recurring payment.

**Liability for Failure to Stop Payment of Preauthorized Payment.** If you order us to stop a payment three (3) Business Days or more before the scheduled transfer date for the payment, and we do not do so, we will be liable for your losses or damages to the extent provided under applicable law.

## Confidentiality

We will disclose information to third parties about your Morgan Stanley Account or Transfers: (i) where it is necessary for completing Transfers, or (ii) in order to verify the existence and condition of your Morgan Stanley Account for a third party, such as a credit bureau or merchant, or (iii) in order to comply with government agency or court orders, (iv) if you give us your written permission, or (v) as disclosed in the Morgan Stanley Privacy Policy.

## Your Liability for Unauthorized Transfers

Please notify us AT ONCE if your statement shows Transfers that you did not make. Telephoning is the best way of keeping your possible losses down. If you do not tell us within 60 calendar days after the statement was mailed to you, you may not get back any money you lost after the 60 calendar days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

## Contact Information

If you believe that there has been unauthorized activity on your Morgan Stanley Account, call our Client Interaction Center at (888) 454-3965 or if you are calling from outside the U.S. call collect (801) 617-9150.

## Our Liability

If we do not complete an electronic funds transfer to or from your Morgan Stanley Account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- if circumstances beyond our control (such as fire or flood) prevent the Transfer, despite reasonable precautions that we have taken;
- if the failure to complete a transaction on time or in the correct amount was caused by a third party;
- if the failure to complete a transaction on time or in the correct amount was caused by actions we have taken to address the security of our systems or our customer's information;

if the transaction or related funds are subject to legal or regulatory encumbrance or other process preventing or restricting the Transfer;

if we revoked or suspended your Morgan Stanley Account for inactivity or other reason in our discretion;

if you provided inaccurate or incomplete information regarding the Transfer; or

if the Transfer appears suspicious, fraudulent or unauthorized, and we cannot confirm that it is a legitimate Transfer, or if the Transfer is (or appears to be) prohibited by law, the NACHA rules or any payment system rules;

in the event of any other exceptions stated herein, or permitted by applicable law.

## In Case of Errors or Questions

In case of errors or questions about your Transfers, or if you believe that there has been unauthorized activity on your Morgan Stanley Account, call us as soon as you can, using the Contact Information above. If you think your statement is wrong or if you need more information about a Transfer listed on the statement, we must hear from you no later than 60 calendar days after we sent the first statement on which the problem or error appeared.

Tell us your name and Morgan Stanley Account number; describe the error or the Transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information; tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) Business Days.

We will determine whether an error occurred within ten (10) Business Days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) calendar days to investigate your complaint or question. If we decide to do this, we will credit your Morgan Stanley Account within ten (10) Business Days for the amount you think is in error, so that you will have the use of the money during this time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not credit your Morgan Stanley Account.

For errors involving new Accounts or foreign-initiated transactions, we may take up to ninety (90) calendar days to investigate your complaint or question. For new Morgan Stanley Accounts, we may take up to twenty (20) Business Days to credit your Account for the amount you think is in error. We will tell you the results within three (3) Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask us for copies of the documents that we used in our investigation.