

**Consent to Electronic Delivery ("eDelivery") for
Morgan Stanley StockPlan Connect and Solium Shareworks
Version October 2020**

Note: This Consent is not applicable if your Company entered into the Corporate Agreement with our United Kingdom Contracting Entity, Solium Capital UK Limited (as such capitalized terms are defined in the Terms and Conditions for Morgan Stanley StockPlan Connect and Solium Shareworks).

(1) Consent and Scope

This Consent to eDelivery is being provided to you in connection with the Terms and Conditions for Morgan Stanley StockPlan Connect and Solium Shareworks ("Terms and Conditions"). Any capitalized term not defined in this Consent shall have the meaning given to it in the Terms and Conditions.

When you click accept, you are providing your informed and positive consent to eDelivery of customer communications in relation to the Platform and the Services provided therein. Such communications include, as applicable, tax forms (e.g. IRS authorized tax documents such as Form 1099), general correspondence, privacy notices under the Gramm-Leach-Bliley Act and all documents in relation to the Platform and the Services provided therein, including any documents that may be available for eDelivery in the future ("Documents").

(2) How to Withdraw Consent

(This Section 2 is applicable only if your Company entered into the Corporate Agreement with one of our U.S. Contracting Entities: Morgan Stanley Smith Barney LLC, Solium Capital LLC or Solium Plan Managers LLC.)

You are not required to receive Documents by eDelivery, and you may withdraw your consent to eDelivery of the Documents at any time by navigating to your profile settings section on the Platform or you may contact us by calling 877-380-7793, a U.S. telephone number.

If you withdraw your consent to eDelivery, such withdrawal will become effective as soon as we have had a reasonable opportunity to process such withdrawal, and you will receive hard copies of all Documents issued after such effective date by mail to the postal address listed in your account profile on the Platform.

(3) Delivery Format and Preferences

You may receive certain Documents in hard copy if those Documents are not available in electronic format, where law or regulation requires hard copy delivery for other reasons, or at our sole discretion. If, in future, you have the ability to customize the selection of Documents you would like to receive via eDelivery, notwithstanding such customization by you, we retain the right (with notice to you) to modify any such customization and, for the avoidance of doubt, such ability to customize your delivery preferences will not constitute a withdrawal or modification of your consent to eDelivery.

(4) Technical Requirements

You must maintain the ability to receive e-mail, access the Platform and receive and access Documents sent to you by eDelivery. There are minimum computer (or other electronic device) hardware and software requirements necessary to receive notifications of eDelivery and view your Documents, 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).

(5) Method of Delivery

(a) We will use the contact details that we have for you in your account profile for delivery of any Documents to you or, if applicable, any notifications of eDelivery of Documents to you as well as for other communication purposes in relation to the Platform and the Services. **You are responsible for ensuring that such account profile is complete and that contact details are accurate and up to date at all times.** You may be required to complete a verification process for any change to your contact details. You should contact us immediately if you have any difficulty in making changes to your contact details, receiving any notifications or accessing the Platform or the Documents or if you have any other questions or concerns about your delivery instructions.

(b) If you fail to maintain accurate and up to date contact details in your account profile on the Platform you may not receive any Documents, notifications of eDelivery of Documents or other necessary communications or they may be received by an unintended third party. We will accept no responsibility for any loss resulting from your failure to maintain accurate and up to date contact details.

(c) If at any time we are unable to deliver Documents or notifications of eDelivery of Documents to you by eDelivery, we will notify you by postal mail using the contact details we have for you in your account profile. Depending on the reason for the delivery failure, we may immediately suspend eDelivery, resulting in physical delivery of Documents to you until such time that you update and revalidate your e-mail address or such other electronic delivery contact information in your account profile.

(6) Fees and Requesting Paper Copies

You may request a paper copy of any Document delivered via eDelivery, but we reserve the right to charge a fee for any such paper copy. You should be aware that there may be costs associated with accessing Documents such as online subscription or access fees by internet service providers; Morgan Stanley is not responsible for such costs.

(7) Document Retention

It is recommended that you print a copy of this Consent and all other Documents for future reference. You are responsible for storing and retaining Documents (e.g. tax records) required by you for document retention purposes including, without limitation, Documents delivered to you by eDelivery. Notwithstanding this, we will maintain an electronically accessible record on the Platform of all Documents delivered to you by eDelivery for a limited period after Document publication, subject to applicable law or regulation.

(8) Transmission of Information Electronically

Certain risks are associated with the transmission of confidential information, notifications, and other communications through the Internet or electronically, including but not limited to unauthorized access, systems outages, delays, disruptions in telecommunications services and the Internet. E-mail and other electronic delivery channels are not private or secure. The notifications of eDelivery or other communications sent to you by e-mail are not encrypted. If you receive a notice of eDelivery of a Document, you should note that, although such notices are not intended to contain personally identifiable information, they may contain in their design part or all of your name or other identifiers that could be seen or intercepted by others if delivered to an email address or other computers or electronic devices not exclusively under your control. You understand and agree that you will not respond to such eDelivery notice by return email, or use it to request information, service, paper copies or other items or to revoke consent. We will not be responsible to act upon requests made in this manner.

(9) Termination/Changes by Us

We reserve the right, in our sole discretion, to modify, suspend or terminate eDelivery as described in this Consent.

(10) Disputes

You understand and acknowledge that disputes under this Consent are governed by a pre-dispute arbitration agreement, the terms of which are set forth in Part A and Part B of the Terms & Conditions.

(11) Governing Law

See Section 30 of the Terms and Conditions for Morgan Stanley StockPlan Connect and Solium Shareworks which is incorporated by reference.