

Exhibit A

[REDACTED]

From: Rhodes, Michael J [Michael.Rhodes@morganstanley.com]
Sent: Monday, August 07, 2006 2:31 PM
To: [REDACTED]
Subject: RE: WMA Training

I love people that have excuses for their failures. This business is what it is.

From: [REDACTED]
Sent: Monday, August 07, 2006 2:13 PM
To: Rhodes, Michael J
Subject: FW: WMA Training

I've been getting various forms of feedback from WMA's since we got back from Dallas and I figured I'd share this one with you. This is an example of someone who has a good point yet doesn't understand the underlying fact that training costs time and resources that Morgan Stanley provides... doctors pay their way through med school, likewise for lawyers through law school. So unless they pay for themselves to go get an MBA from Babson then the sales approach is the best way. There is an point made with the perception of professionals...you are not perceived as a professional if you have to cold call for business but what other proven method is there?

Thoughts?

From: Martin-Cox, Joel
Sent: Monday, August 07, 2006 1:39 PM
To: Honer, Michael; Oda, Paul M; Santos, Jesse R; Rubertone, Catherine; Risicato, Gregory; Wilsens, Nicholas M; Nicholas, Kevin; Perfetti, Peter J; Appleby, Mark; Beaney, William T; Bishop, Jerald; Black, Benjamin J; Blanchard, Stephen; Brough, Jamie L; Castro, Natasha; Chrisanthus, Stephen P; Deshpande, Monica; DeVicaris, Louis; Dreisbach, Amanda; Evans, Carlotta; Fitzpatrick, Erin; Frost, Nicholas A; Grzesik, Benedict F; Heinitz, Grant; Hong, Travis Y; Hughes, Nolan; Idowu-Silva, Tosin; Locklear, Kimberly A; Mackler, James D; Martin-Cox, Joel; McGowan, Craig M; McKinnon, Anna; Merritt, Elizabeth M; Mills, Brian; Nelson, Axel; O'Connor, Christian; O'Rourke, Brian M; Peasley, James; Penland, Anna; Reip, Christina; Rood, Jennifer; Said, Omar A; Simpson, David; Spears, Robert K; Stokes, Elizabeth W; Swanson, Lucas; Thode, Kirk T; Titterington, Murray; Turner, John R; Ullal, Neelesh; Wierwill, Benjamin; Williams, Jonathan A; Wong, Winnie W
Subject: WMA Training

Hello Everyone!

Thank you for a fun-filled week. I enjoyed hanging out with all of you. I like the idea of conference calls or some sort of contact. This business is hard enough to survive in; the more support we can give one another, the better our chances of success.

On a side note, has everyone else completed the WMA Training survey/feedback?. I did and thought I'd share my overall impression with you. I have already submitted my survey, but I am curious what you think of my impressions.

Warning! What I have to say is not positive, but it is constructive. At least, it is intended to be...

I wrote:

I'm sure the MS Training staff means well. However, there seems to be an underlying sales attitude still permeating the program. We claim to be Wealth Advisors, Financial Advisors, Client Services Associate, but we train as sales people. I've read articles that argue against cold-calling in the Financial Industry because it causes prospects to view us as salesmen, not professionals. Doctors don't cold call sick people. Lawyers don't run seminars for potential criminals. Dentists don't call people covered under some insurance

plan they accept to tell them what a great deal they can offer on crowns. These professionals are highly trained and respected, providing a service people know is valuable. If we are not as highly respected or our services are not as valued, perhaps it is because of the lack of training we provide our newbies. Lawyers don't become lawyers through self-study for the bar and figuring it out as they go. Who would go to a doctor who only just entered the medical field four months before and who's sole experience in the field is online training? Yet this is how we train our "professionals." There is a prevailing "sink-or-swim" mentality in the training program. In fact, I believe the National Training Manager best illustrated this mindset when he referenced the good-old days when trainees were given "a book and a phone." Perhaps the training program would have a greater success rate if we stopped trying to teach people to swim and started training people to be lifeguards.

Best of luck to all and keep in touch,

Joel Martin-Cox
Western Division
Morgan Stanley
335 N Maple Dr Suite 150
Beverly Hills, CA 90210
(310) 285-4831
joel.martin-cox@morganstanley.com

Exhibit B

6.8.2. Calling Prospective Clients

6.8.2.1. In General

You must obtain prior approval from your Branch Manager before making calls to prospective clients. Your Branch Manager will advise you of any restrictions or special requirements such as the use of pre-approved talking outlines. In addition, you are not permitted to use automated dialing machines or artificial or pre-recorded voice messages when calling prospective clients.

Non-registered personnel may only call prospective clients to extend invitations to seminars, gather leads for product literature mailings, and make initial contact for follow-up by an FA. Also, all non-registered personnel must use a pre-approved talking outline when making calls. No alterations or deviations in an approved talking outline will be permitted.

6.8.2.2. Procedures for Calling Prospective Clients

- Use of Gryphon Network. When making calls to prospective clients, you must use the Gryphon Network to determine if those prospective clients are on the Firms Do Not Call (DNC) List, which incorporates all state, federal and other applicable DNC lists. You may not call any person on the Firms DNC List without that persons prior express invitation or permission. You may, however, call any person with whom the Firm has established a business relationship (such as a current client of the Firm).

If a prospective client requests not to receive future calls from an FA, CSA, or the Firm, the prospective clients name and telephone number must be immediately added to the Firms Do-Not-Call List by pressing #0 on the telephone keypad while using the Gryphon Networks services.

If you have any questions regarding the use of the Gryphon Network, consult the Gryphon Networks Users Manual, available on the Law Portal. You may also contact Gryphon Networks Helpdesk at 866-366-6822 (Option 2).

- Time of Calls. You may not make calls to an individual's residence before 8:00 a.m. or after 9:00 p.m. (local time at the party's location). There are no time restrictions on calls to prospective clients made to business telephone numbers.
- Required Disclosures. You must make the following disclosures when making calls to prospective clients:
 - ♦ Your name; *no alias may be used.*
 - ♦ Your title.
 - ♦ The Firm's name, street address and telephone number.
 - ♦ A statement of the purpose of the call. You should state that the purpose of the call is to inquire about interest in a security or purchase of securities or related services. You must use the word "security" or "securities" if no specific mutual fund, variable contract or security is identified.
 - ♦ Fax Transmissions. Federal law and various state laws prohibit the transmission of unsolicited correspondence, sales literature, and advertisements to fax machines.

Exhibit C

[REDACTED]

From: Stewart, Kevin [Kevin.Stewart@morganstanley.com]
Sent: Wednesday, August 30, 2006 11:49 AM
To: Massingill, Stephanie [Stephanie.Massingill@morganstanley.com]
Cc: Wasserman, Scott [Scott.Wasserman@morganstanley.com]; Rhodes, Michael J [Michael.Rhodes@morganstanley.com]
Subject: Trunk ID

Stephanie,
We would like all of our Trunk to show as "unknown" versus "Morgan Stanley". This is for cold calling purposes. We did request this last year about this time but for some reason the unknown label keeps falling off.
I'm not sure if this helps but we have three exchanges here (617-478,790 and 946).

Let me know if further information is needed.

KRS
Kevin R. Stewart
Associate Vice President
Complex Service Manager

Morgan Stanley
125 High Street 24th Fl
Boston, MA 02110
(Direct) 617-946-5106
Fax 617-261-4265
Toll Free 800-829-9199 X5106

Exhibit D

AT-MOR 221 CT-2244 CT-2246
CT-2245 CT-2247
CT-2211

Service Activation

This Service Activation ("Agreement") is by and between CareerBuilder, LLC. ("CareerBuilder.com") and the Company set forth below ("Company")

Contract Type: <input checked="" type="checkbox"/> New Customer <input type="checkbox"/> Account Renewal <input type="checkbox"/> Changes to Current Agreement <input type="checkbox"/> Agency _____ I/O Number: _____		CB Rep: <u>CKATZ</u> Sales Group: <input type="checkbox"/> ISU <input type="checkbox"/> SBU <input checked="" type="checkbox"/> Dir <input type="checkbox"/> Natl <input type="checkbox"/> MG Vertical: <input type="checkbox"/> Healthcare <input type="checkbox"/> Retail <input type="checkbox"/> Sales <input type="checkbox"/> Hosp. <input type="checkbox"/> Staffing <input type="checkbox"/> HR	
Customer Contact Information:		Billing Contact Information: (if different)	
Company: Morgan Stanley DW Inc		Company:	
Contact: Matthew Jagoda		Contact:	
Title: Dir. National Recruiting		Title:	
Address: 2000 West Chester Ave Fl 2		Address:	
City, State, Zip: Purchase NY 10577		City, State, Zip:	
Phone: 914-225-8451		Phone:	
Fax:		Fax:	
Email: matthew.c.jagoda@morganstanley.com		Email:	

The Basic Terms of Service:

Start Date: 10/8/2004

End Date: 10/7/2004

Service Type: Unlimited Flex

Job Posting Type: Priority

Number of Jobs: Unlimited per month or per year

Additional Purchased Services:

- Brand Builder Mega Post Cross Posting International Featured Employee Career Site Hosting
- Resume Database Access:
 - Resume database type(s): National
 - Resume database seats: 25

Total Contract Value: \$

Payment/Billing Method:

Invoice

Billing Frequency:

Upfront: Yes or No

Comments: This is a Morgan Stanley Enterprise wide Agreement. Morgan Stanley, all affiliated companies and divisions may participate in the above agreement. Morgan Stanley will receive two Brand Builders and Unlimited Resume database Seats in addition to agreed upon products listed above.

Standard Terms and Conditions:

1. **Payment Terms:** Payments are due within 60 days of Company's receipt of invoice. Company agrees to pay undisputed invoices. Initial invoices are sent immediately after account activation. Accounts not paid in full within 60 days of the invoice date will be placed on hold, and CareerBuilder.com may terminate service after providing Company with 10 days written notice of default. Company may elect to pay by credit card. For billing questions, call 800.891.8660. If after 90-120 days of when the initial payment is due Customer is in still default on any payment and CareerBuilder.com is forced to seek other collection options, including but not limited to, an outsourced collection agency and/or legal representation, Customer will be responsible for any such fees incurred by CareerBuilder.com.
2. **Additional Terms:** Company's use of CareerBuilder.com services is further subject to Terms and Conditions attached hereto as Exhibit 1 (including, but not limited to, the WARRANTY DISCLAIMERS and LIMITATIONS OF LIABILITY therein), and the CareerBuilder.com House Rules. This Agreement shall automatically renew for successive terms of thirty (30) days unless written either party gives notice of termination at least 5 days before the end of the then-current term.
3. **Certain Usage, Billing and Refund Rules:** Job postings are posted for a period of 30 days, and must be used within the allotted time frame. Company is allowed to over post on their account at the same price points agreed to herein. Authorized users may access CareerBuilder.com's Resume Database. Billing is based on the number of users. In the event a user name or password is shared with a user not authorized by CareerBuilder.com, CareerBuilder.com may deactivate without issuing a refund.
4. **Limitation of Liability:** Liability for the Company and CareerBuilder.com, including their parent, subsidiaries and affiliates companies, is limited to the total amount paid by Company to CareerBuilder.com for this Agreement.

ACCEPTED BY: Morgan Stanley DW Inc ("Company")

Signature: [Signature]
 Name: Kevin Whitehead
 Title: CO-CEO
 Date: 10/08/04

CareerBuilder, LLC

Signature: [Signature]
 Name: John Smith
 Title: Sales Manager
 Date: 10/8/2004

This Agreement is not binding or valid unless signed by an authorized CareerBuilder Sales Manager

Once the CareerBuilder.com Service Agreement is signed, please fax to _____ and Company account will be activated and training scheduled as soon as a CareerBuilder Sales Manager countersigns the Agreement.

LB

10-08-2004 P12:53

ORIGINAL

10-11-2004 P12:53

Exhibit 1

Terms and Conditions

1. Introduction. Please read this page carefully. It contains the Terms and Conditions governing Company's access to and use of the CareerBuilder Web Site. If Company do not accept these Terms and Conditions or Company do not meet or comply with their provisions, Company may not use the Site. If Company are an employer using the Site, Company may have entered into a Service Agreement with CareerBuilder, in which case these Terms and Conditions are part of that Service Agreement.

2. Binding Agreement. These Terms and Conditions form a binding agreement between Company and CareerBuilder, LLC. Company's access to or use of the Site indicates Company's acceptance of these Terms and Conditions. Company is agreeing to use the Site at Company's own risk.

3. Certain Definitions. The following definitions apply to these Terms and Conditions:

"CareerBuilder Web Site" or the "Site" includes www.careerbuilder.com in its entirety and its related sites owned or operated by CareerBuilder, and includes their Content, Text, Graphics, Design, Programming and Services as applicable in the context.

"Content" includes all Text, Graphics, Design and Programming used on the Site.

"Text" includes all text on every page of the Site, whether editorial, navigational, or instructional.

"Graphics" includes all logos, buttons, and other graphical elements on the Site, with the exception of paid advertising banners.

"Design" includes the color combinations and the page layout of the Site.

"Programming" includes both client-side code (HTML, JavaScript, etc.) and server-side code (Active Server Pages, VBScript, databases, etc.) used on the Site.

"Document" refers to any posting to the Site, whether job or resume.

"Services" means any services provided on the Site by CareerBuilder or its agents.

"User" refers to any individual or entity who uses any aspect of the Site.

"Job Seeker" means a User who is accessing the Site to search for a job or in any other capacity except as an Employer.

"Employer" means a person or entity that is accessing the Site to post a job or for any reason related to the purpose of seeking candidates for employment.

"Company" and "you" means the person who (or the entity on behalf of whom Company are acting) that is agreeing to these Terms and Conditions.

4. Acceptable Use of the Site.

4.1 General Use Rules. The Site is intended for individuals seeking employment and for employers or recruiters seeking candidates for employment. Company may use this Site only for lawful purposes within the stated context of CareerBuilder's intended and acceptable use of the Site. CareerBuilder is the sole interpreter of the Site's intended and acceptable use.

4.2 License to Use by Users who are employers. CareerBuilder hereby grants Company a limited, terminable, non-exclusive right to access and use the Site only for Company's internal business use seeking candidates for employment. This authorizes Company to view and download a single copy of the material on the Site solely for Company's personal use directly related to using the Site for the purpose of searching and recruiting job prospects. Users of the Resume Database please see our Resume Database Terms and Conditions attached as Exhibit 2 for further clarification. Upon written notification to Company, CareerBuilder reserves the right to suspend or terminate Company's access and use at any time if CareerBuilder determines that Company are in breach of any of these Terms and Conditions and Company has not cured such breach within 5 days of receiving such notice.

4.3 Other Specific Rules. Company represent, warrant and agree that Company will not use (or plan, encourage or help others to use) the Site for any purpose or in any manner that is prohibited by these Terms and Conditions or by applicable law. It is Company's responsibility to ensure that Company's use of the Site complies with these Terms and Conditions.

4.4 House Rules for Posting, Conduct and Security. Company agrees to comply with the "House Rules" for posting, conduct and security on the Site, which are attached hereto as Exhibit A.

5. Intellectual Property Rights. The Site and all right, title and interest in and to the Site is the sole property of CareerBuilder or its licensors, and is protected by U.S. copyright and international treaties. Except for the limited licenses expressly granted to Company in these Terms and Conditions, CareerBuilder reserves for itself and its licensors all other right, title and interest. Without limitation on the foregoing, Company may not reproduce, modify, display, sell, or distribute the Content, or use it in any other way for public or commercial purpose. This includes copying or adapting the HTML code used to generate Web pages on the Site. "CareerBuilder," the CareerBuilder design logo and certain other names or logos are service marks or trademarks of CareerBuilder, and all related product and service names, design marks and slogans are the service marks or trademarks of CareerBuilder. In addition, the "look" and "feel" of the Site (including color combinations, button shapes, layout, design and all other graphical elements) are also protected by CareerBuilder's trademarks, service marks and copyrights. All other product and service marks contained on the Site are the trademarks of their respective owners.

6. Disclaimers and Limitations on CareerBuilder's Liability.

6.1 Allocation of Responsibility CareerBuilder assumes no responsibility for Documents posted by Users and no responsibility for the activities, omissions or other conduct of Users.

6.2 No endorsements. Nothing on the Site shall be considered an endorsement, representation or warranty with respect to any User or third party, whether in regards to its Web site, products, services, hiring, experience, employment or recruiting practices, or otherwise. CareerBuilder may not use Company's name in any manner without the prior written consent of Company.

6.3 No Guaranty of Results. CareerBuilder is not an employment agency or a recruiting firm, and makes no representations or guarantees regarding the effectiveness or timeliness of the Site in meeting the employment objectives of Users. CareerBuilder does not guarantee that Documents posted by Users will result in candidates being hired or positions being filled, and is not responsible for any employment decisions, for whatever reason made, made by any User.

6.4 WARRANTY DISCLAIMERS

(a) THE SITE IS PROVIDED ON AN 'AS IS' BASIS WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. CAREERBUILDER, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIMS ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE. CAREERBUILDER MAKES NO WARRANTIES ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF THE SITE.

(b) Without limitation on the foregoing:

(i) CAREERBUILDER DOES NOT WARRANT THAT THE SITE WILL OPERATE ERROR-FREE OR THAT THE SITE AND ITS SERVERS ARE FREE OF COMPUTER VIRUSES OR OTHER HARMFUL MECHANISMS. IF COMPANY'S USE OF THE SITE RESULTS DIRECTLY OR INDIRECTLY IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, CAREERBUILDER IS NOT RESPONSIBLE FOR THOSE COSTS.

(ii) CareerBuilder makes no representations or guarantees regarding the truthfulness, accuracy, completeness, timeliness or reliability of any Documents posted by Users, or of any other form of communication engaged in by Users. Documents may contain inaccuracies or typographical errors. Company agree that any reliance on Documents posted by Users, or on any other form of communication with Users, will be at Company's own risk.

(iii) CareerBuilder makes no representations or guarantees regarding the Content of the Site, including, but not limited to, broken links, inaccuracies or typographical errors.

6.5 DAMAGE LIMITATIONS, ALLOCATIONS OF LIABILITY AND EQUITABLE RELIEF.

(a) COMPANY ASSUME ALL RESPONSIBILITY AND RISK FOR COMPANY'S USE OF THE SITE, THE INTERNET GENERALLY, AND THE DOCUMENTS COMPANY POST OR ACCESS AND FOR COMPANY'S CONDUCT ON AND OFF THE SITE.

(b) IN NO EVENT SHALL EITHER PARTY (OR ANY OF ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AFFILIATES, AGENTS OR ADVERTISERS), BE LIABLE TO THE OTHER PARTY FOR ANY NON-DIRECT DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, INCIDENTAL AND CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA, LOST EMPLOYMENT OPPORTUNITY, OR BUSINESS INTERRUPTION) RESULTING FROM OR ARISING UNDER OR IN CONNECTION WITH THE USE OR ACCESS TO, OR THE INABILITY TO USE OR ACCESS, THE SITE AND/OR ANY DOCUMENT,

WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT EITHER PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(c) BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OR LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE LIMITATIONS SET FORTH IN THE PRECEDING PARAGRAPH MAY NOT APPLY TO COMPANY. IF ANY ARE HELD INAPPLICABLE OR UNENFORCEABLE FOR ANY REASON, THEN EITHER PARTY'S MAXIMUM LIABILITY TO THE OTHER PARTY FOR ANY NON-DIRECT TYPE OF DAMAGES SHALL BE LIMITED TO U.S. \$200.00 IN THE AGGREGATE.

(d) IN NO EVENT SHALL EITHER PARTY (OR ANY OF ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AFFILIATES, AGENTS OR ADVERTISERS), BE LIABLE FOR ANY DIRECT DAMAGES IN EXCESS IN THE AGGREGATE OF US\$200.00 (OR, IF COMPANY ARE AN EMPLOYER WITH A SERVICES AGREEMENT WITH CAREERBUILDER, THE AMOUNTS ACTUALLY PAID BY COMPANY TO CAREERBUILDER UNDER THIS AGREEMENT IF GREATER THAN US\$200.00).

(e) Due to the nature of these Terms and Conditions, in addition to money damages, CareerBuilder will be entitled to seek equitable relief upon a breach of these Terms and Conditions by Company.

7. Payment of Services upon Termination. If at any time during the course of this agreement Company should terminate this Agreement, not to include Company's termination in the case of breach of this agreement by Careerbuilder, Careerbuilder shall reserve the right to receive all payments from Company of the services used by Company up to termination.

8. Links to Other Sites. CareerBuilder contains links to third party Web sites. These links are provided solely as a convenience to Company and not as an endorsement by CareerBuilder of the contents on such third-party Web sites. CareerBuilder is not responsible for the content of linked third-party sites and does not make any representations regarding the content or accuracy of materials on such third-party Web sites. If Company decide to access linked third-party Web sites, Company do so at Company's own risk.

9. Amendments to this Agreement. The provisions, terms, and conditions of this Agreement represent the entire agreement and understanding between the parties hereto with respect to the subject matter hereof, and supersede any and all prior and contemporaneous agreements, understandings, documents, negotiations, and/or discussions (whether oral or written) between the parties. No supplement, amendment, or modification to this Agreement shall be valid, enforceable, or binding upon the parties unless made in writing and signed by an authorized representative of both parties. In the event of any conflict or inconsistencies between the terms and conditions of this Agreement (including any amendments thereto), the terms and conditions of this Agreement shall take precedence and prevail, except as otherwise expressly provided in this Agreement.

10. Indemnity. Each party (the "Indemnifying Party") will defend the other party, including all officers, directors, employees or agents thereof and their successors and assigns (collectively, the "Indemnified Party") against all third party claims, suits, or proceedings ("Claims") brought against the Indemnified Party that arise from or relate to any breach by the Indemnifying Party of any representations and warranties or any breach of its obligations under this Agreement. The Indemnifying Party shall pay any and all losses, liabilities, damages, costs, fees and expenses (including reasonable attorneys' fees) finally awarded against the Indemnified Party or paid in settlement of such Claim. Each party's obligations under this Section are conditioned on the Indemnified Party's giving the Indemnifying Party (i) the prompt written notice of any Claim for which indemnification is sought; (ii) complete control of the defense and settlement of such Claim; and (iii) reasonable assistance and cooperation in such defense at the Indemnifying Party's expense. Notwithstanding the foregoing, the Indemnifying Party may not enter into a settlement of a Claim that involves a remedy other than the payment of money by the Indemnified Party without the Indemnified Party's written consent.

11. User Information. The Privacy Policy posted on the Site is incorporated in this Agreement by this reference. The Privacy Policy governs data collected through CareerBuilder's on-line operations only. In addition, CareerBuilder reserves the right to comply, in its sole discretion, with legal requirements.

12. Questions and Notices. Questions concerning the use of the Site should be directed to Feedback. Notices shall be sent, for CareerBuilder, to the address listed on the Site, and, for Company, to the address submitted by Company or such other address as CareerBuilder reasonably determines is an appropriate address for Company.

13. General. CareerBuilder contact information is listed on the Site. The CareerBuilder makes no claims that the Content is appropriate or may be downloaded outside of the United States. Access to

the Content may not be legal by certain persons or in certain countries, and such persons have no right to access or use the Site. If Company access CareerBuilder from outside of the United States, Company do so at Company's own risk and are responsible for compliance with the laws of Company's jurisdiction. These Terms and Conditions are governed by the Internal substantive laws of the State of Illinois, without respect to its conflict of laws principles. Company and CareerBuilder sole relationship is that of independent contractors. If any provision of these Terms and Conditions is found to be invalid by any court having competent jurisdiction, the invalidity of all or part of a provision shall not affect the validity of the remaining parts and provisions of these Terms and Conditions, which shall remain in full force and effect. All provisions of these Terms and Conditions shall survive termination except those granting access or use to the Site, and Company shall cease all Company's use and access thereof immediately. Company may not assign or transfer Company's obligations under these Terms and Conditions. No waiver of any term of these Terms and Conditions shall be deemed a further or continuing waiver of such term or any other term. Except as expressly provided by CareerBuilder in a particular "Legal Notice," or software license or material on particular Web pages of the Site, these Terms and Conditions constitute the entire agreement between Company and CareerBuilder.

Exhibit A -House Rules regarding Posting, Conduct and Security

CareerBuilder is the sole interpreter of these rules. Users who violate these rules may have their access and use of the Site suspended or terminated, at CareerBuilder's discretion. CareerBuilder reserves the right to change these rules in accordance with the amendment policy in the Terms and Conditions to which this Exhibit A is attached.

A1. Posting Rules:

(a) Company's Document may not contain: (i) URLs or links to Web sites (to advertise Company's company or Web site, see our Advertising Info page.); (ii) copyrighted material (unless Company own the copyright or have the owner's permission to post the copyrighted material); (iii) trade secrets (unless Company own them or have the owner's permission to post them); (iv) material that infringes on or misappropriates any other Intellectual property rights, or violates the privacy or publicity rights of others; (v) anything that is sexually explicit, obscene, libelous, defamatory, threatening, harassing, abusive, or hateful; or (vi) anything that is embarrassing or offensive to another person or entity.

(b) Company may not use Company's Document(s) to: (i) impersonate another person, living or dead; (ii) post false, inaccurate or misleading information; (iii) post advertisements or solicitations of business (including, but not limited to, Multi-Level Marketing [MLM] positions, Email Processors, Project 21, franchises, "club memberships," distributorships, or anything requiring a monetary investment by the User); (iv) post chain letters or pyramid schemes; or (v) post opinions or notices, commercial or otherwise.

(c) Company's Document(s) must contain sufficient detail to convey clearly to the User the nature and requirements of the job opportunity, or Company's qualifications as a candidate for employment. Documents that encourage the User to "email for more details" are not permitted. Documents from any third party charging a fee or restricting complete access to all resume information are prohibited.

(d) Job postings must be individual openings for traditional, W-2 or 1099 employees.

(e) Resume postings must contain the accurate resume of a living individual seeking employment on a full-time, part-time, or contractual basis on his or her own behalf.

(f) CareerBuilder is under no obligation to monitor the Documents posted on the Site, but it may monitor Documents at random. Documents found to violate the above Posting Rules may be removed at CareerBuilder's discretion.

A2. Conduct Rules:

(a) Company may not respond to postings by other Users in any manner or for any purpose other than that which is expected (i.e., to apply for the job or to initiate further discussion with the candidate). Communications soliciting the employer's business by our competitors are prohibited.

(b) Company may not send unsolicited commercial email to Users.

(c) Protect Company's password. Company is responsible for maintaining the confidentiality of Company's information and password. Company is responsible for all uses of Company's registration, whether or not authorized by Company. If others use Company's password to post inappropriate material on the Site, Company risk losing Company's access to the Site. Company agrees to notify CareerBuilder immediately of any unauthorized use of Company's registration and password.

(d) Report inappropriate postings or conduct to Feedback.

(e) Company may not delete or revise any material posted by any other person or entity.

(f) If at any time during the term of this agreement CareerBuilder comes to the understanding that Company: (i) misled CareerBuilder of Company's business practices and/or services, or (ii) purchased services that do not represent Company's precise business, CareerBuilder reserves the right to terminate this agreement.

(g) CareerBuilder is under no obligation to monitor the conduct of its Users, but it may investigate and respond when violations are reported.

A3. Security Rules:

(a) Users are prohibited from violating or attempting to violate the security of the Site, including, without limitation: (i) accessing data not intended for such User or logging into a server or account which the User is not authorized to access; (ii) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (iii) attempting to interfere with service to any User, host or network, including, without limitation, via means of submitting a virus to the Site, overloading, "flooding", "mailbombing" or "crashing"; (iv) sending unsolicited e-mail, including promotions and/or advertising of products or services; (v) forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting. Violations of system or network security may result in civil or criminal liability.

(b) Violation of these Security Rules may result in civil or criminal liability. CareerBuilder will investigate occurrences which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting Users who are involved in such violations.

CareerBuilder, LLC**VIP Resume Search Subscription Agreement**

CareerBuilder owns and operates a website located at www.careerbuilder.com (the "Site"), pursuant to which it offers employers and recruiters memberships allowing access to CareerBuilder's members-only online VIP Resume Search database ("VIP Resume Search"). This Agreement provides the terms and conditions of such VIP Membership.

TERMS AND CONDITIONS

- 1. Access Authority and Conditions.** Subject to compliance with each of the terms of this Agreement, CareerBuilder agrees to permit You to access the CareerBuilder VIP Resume Search database (the "Resume Database") via the Site for the purpose of viewing and/or downloading a single copy of available resumes solely for Your use. Following are certain requirements regarding such access:
 - 1.1** The Resume Database is to be accessed and used solely by You. Upon Your successful registration for VIP Resume Search membership, You will be provided with a password that will permit You to access the Resume Database. You may not provide Your password or otherwise permit access to the Resume Database to any third party. You may download, one at a time, up to 300 resumes per day (9,000 per month) for Your use in accordance with the terms of this Agreement. You may not provide or distribute such resumes to any third party. You are responsible for protecting and keeping Your password confidential.
 - 1.2** You may not use the Resume Database in any way which, in CareerBuilder's reasonable judgment, adversely affects the performance or function of the Site or the Resume Database or interferes with the ability of other VIP members.
 - 1.3** CareerBuilder may terminate, update, alter or supplement all or any part of the VIP Resume Search offering at any time. By permitting access to the CareerBuilder Resume Database via VIP Resume Search membership, CareerBuilder does not convey any interest in or to the Resume Database or any other CareerBuilder property or services. All right, title and interest in and to the Resume Database is and shall remain in CareerBuilder.
 - 1.4** You agree that Your access to the Resume Database will be in compliance with any additional usage requirements provided by CareerBuilder from time to time.

Service Activation

This Service Activation Agreement ("Agreement") is by and between CareerBuilder, LLC ("CareerBuilder, LLC") and the Company entered below ("Company")

Contract Type: <input type="checkbox"/> New Customer <input checked="" type="checkbox"/> Account Renewal <input type="checkbox"/> Changes to Current Agreement <input type="checkbox"/> Trial		CR Rep: Kimberlee A. Ciccone Sales Group: <input type="checkbox"/> ISU <input type="checkbox"/> SBU <input type="checkbox"/> Dir <input checked="" type="checkbox"/> Natl <input type="checkbox"/> IMC Vertical: <input type="checkbox"/> Healthcare <input type="checkbox"/> Retail <input type="checkbox"/> Sales <input type="checkbox"/> Hosp. <input type="checkbox"/> Staffing <input type="checkbox"/> HR <input checked="" type="checkbox"/> Finance <input type="checkbox"/> Insurance <input checked="" type="checkbox"/> Banking <input type="checkbox"/> Restaurants	
Customer Contact Information:		Billing Contact Information: (if different)	
Company: Morgan Stanley DW Inc		Company: Same	
Primary Contact: Matthew Jagoda		Primary Contact:	
Title: Vice President, National Hiring & Diversity Director		Title:	
Address: 2000 Westchester Avenue, 25C		Address:	
City, State, Zip: Purchase, NY 10577		City, State, Zip:	
Phone: 914.225.6451		Phone:	
Fax: 914.225.9139		Fax:	
Email: matthew.jagoda@morganstanley.com		Email:	
Primary decision maker:		Primary decision maker:	

The Basic Terms of Service:

Start Date: 10/17/2005 End Date: 10/17/2006

Service Type: Flex
Job Posting Type: Priority
Number of Jobs: _____ per month or 6000 per year
 overpost \$50 per job

Resume Database Access
- Resume database type(s): National
- # of Resume database seats: 155
One seat per individual. Up to 300 downloads per day per individual user.

Branding:
 Brand Builder
 Job Branding
 Advertising/Banner
 Stand-Alone Email
 Featured Employer

Integration:
 Mapping
 Cross Posting
 App Link
 Resume Database Web Services
 Career Site Hosting
 Customized IVR

Total Contract Value: \$ _____

Payment/Billing Method:
 Invoice **Billing Frequency:**
 Credit Card (complete & sign attached form) Upfront: Yes or No

Comments: 5000 Stand Alone Emails, 12 Month Featured Employer Plus
CareerBuilder and Company hereby agree that this Agreement hereby incorporates and shall be governed by the Terms and Conditions agreed upon in the October 8, 2004 Service Activation Agreement.

Company hereby agrees that it has read, understand fully and agrees to this Agreement.

ACCEPTED BY: Morgan Stanley DW Inc ("Company")

Signature: Matthew Jagoda
Name: Matthew Jagoda
Title: Vice President
Date: 10/24/05

CareerBuilder, LLC

Signature: Travis Hibbel
Name: Travis Hibbel
Title: Sales Manager
Date: 10-24-05

This Agreement is not binding or valid unless signed by an authorized CareerBuilder Sales Manager. Once the CareerBuilder.com Service Agreement is signed, please fax to 973.216.2426 and Company's account will be activated and training scheduled as soon as a CareerBuilder.com Sales Manager countersigns this Agreement.

Exhibit E

[REDACTED]

From: [REDACTED]
Sent: Saturday, October 28, 2006 7:14 AM
To: Fox, Arlen [Arlen.Fox@morganstanley.com]
Subject: Re: Contact Information

[REDACTED]

Please send me a list of all your investments and the number of shares of each for your free portfolio review.

The following is my contact information;

A. J. Fox
Vice President
Financial Advisor

Morgan Stanley
125 High Street 24th Floor
Boston, MA 02110
(617) 478-6473
(800) 829-9199 Ext.. 6473
(617) 478-6575 Fax
Email arlen.fox@morganstanley.com

Dear "Vice President Financial Advisor," Fox

I find this sort of approach -- your call yesterday, this email presuming that I would be willing to share such information with you, highly suspicious.

If I suspend for a moment, my non-belief that you actually work for Morgan Stanley, I would give you this advice: abandon this approach.

It is at best, damaging to your credibility as well as that of your firm; further, it is intrusive.

I wonder, does your sales manger know you are employing such tactics?

Cruising the internet in search of personal information (from resumes!) and cold calling to presume to demand to "discuss my investments" , is not the way any reputable broker would do business..

Now, Get Lost !

Exhibit F

US GWM Branch Managers Supervisory Manual

9.3.2 Procedures for Handling Client Complaints

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An FA must immediately bring all client complaints to your attention whether or not the FA thinks the complaint is justified. Upon learning of a client complaint, you must complete a Client Complaint Transmittal Form. The form must detail the facts and circumstances relating to the allegation(s), including:

- the name and account number of the client;
- the date that the complaint was received by the Firm (for oral complaints, the date of the call; for written complaints, the branch must time stamp the written complaint with the date of when the complaint was received, not the date on the letter); and
- the nature of the complaint, including all individuals named or referenced in the complaint.

Once the proper Form is completed, you must forward it immediately by fax, together with a copy of the complaint, if it is in writing, and any supporting documentation, to the appropriate area of the Firm.

If the complaint relates to sales practices, you must fax the form to the Litigation Unit. If the complaint relates to operational issues, you must fax the form to the Client Intervention Unit. Any communication to the Litigation Unit should note that it is a confidential communication to counsel.