

MORGAN STANLEY B.V.

as Issuer

Legal Entity Identifier (LEI): KG1FTTDCK4KNVM3OHB52

Issue of Tranche 2 USD 300,000 Sharkfin on GBP/USD Notes due 2020

to be consolidated and to form a single series with Series 11440 Tranche 1 USD 7,000,000 Sharkfin on
GBP/USD Notes due 2020

Guaranteed by Morgan Stanley

under the

Regulation S Program for the Issuance of Notes, Series A and B, Warrants and Certificates

The Offering Circular referred to below (as completed by this Pricing Supplement) has been prepared on the basis that any offer of Notes in any Member State of the European Economic Area which has implemented the Prospectus Directive (2003/71/EC) (as amended, including by Directive 2010/73/EU (together, the “**Prospectus Directive**”)) (each, a “**Relevant Member State**”) will be made pursuant to an exemption under the Prospectus Directive, as implemented in that Relevant Member State, from the requirement to publish a prospectus for offers of the Notes. Accordingly any person making or intending to make an offer in that Relevant Member State of the Notes may only do so in circumstances in which no obligation arises for the Issuer or any Distribution Agent to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive, in each case, in relation to such offer. Neither the Issuer nor any Distribution Agent has authorised, nor do they authorise, the making of any offer of Notes in any other circumstances.

Warning: Neither this Pricing Supplement nor the Offering Circular referred to below constitutes a “prospectus” for the purposes of Article 5.4 of Directive 2003/71/EC (as amended, including by Directive 2010/73/EU, the “**Prospectus Directive**”), and the Pricing Supplement and the Offering Circular have been prepared on the basis that no prospectus shall be required under the Prospectus Directive in relation to any Notes be offered and sold hereunder.

THE NOTES ARE NOT DEPOSITS OR SAVINGS ACCOUNTS AND ARE NOT INSURED BY THE U.S. FEDERAL DEPOSIT INSURANCE CORPORATION OR ANY OTHER GOVERNMENTAL AGENCY OR INSTRUMENTALITY OR DEPOSIT PROTECTION SCHEME ANYWHERE NOR ARE THEY OBLIGATIONS OF, OR GUARANTEED BY, A BANK.

Investing in these Notes puts the holder’s capital at risk if notes are not held to maturity. Holders may lose some or all of their investment if these Notes are sold by them or redeemed by the Issuer prior to maturity. A holder’s capital will only be returned in full at maturity (18 months after the issue date). In all cases, investors may lose all or part of their investment if the Issuer and the Guarantor are unable to pay the amounts due in respect of the Notes, including at maturity.

PART A – CONTRACTUAL TERMS

THE NOTES DESCRIBED HEREIN AND ANY GUARANTEE IN RESPECT THEREOF, AND THE SECURITIES TO BE DELIVERED ON REDEMPTION OF THE NOTES (IF ANY) HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES. NEITHER THE ISSUER NOR THE GUARANTOR IS REGISTERED, OR WILL REGISTER, UNDER THE U.S. INVESTMENT COMPANY ACT OF 1940, AS AMENDED. TRADING IN THE NOTES HAS NOT BEEN APPROVED BY THE U.S. COMMODITY FUTURES TRADING COMMISSION UNDER THE U.S. COMMODITY EXCHANGE ACT OF 1936, AS AMENDED.

THE NOTES DESCRIBED HEREIN, ANY INTEREST THEREIN AND ANY GUARANTEE IN RESPECT THEREOF, AND THE SECURITIES TO BE DELIVERED ON REDEMPTION OF THE NOTES (IF ANY) MAY NOT BE OFFERED, SOLD, PLEDGED, ASSIGNED, DELIVERED OR OTHERWISE TRANSFERRED OR REDEEMED AT ANY TIME, DIRECTLY OR INDIRECTLY, WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS (AS DEFINED IN REGULATIONS UNDER THE SECURITIES ACT). HEDGING TRANSACTIONS INVOLVING ANY “EQUITY SECURITIES” OF “DOMESTIC ISSUERS” (AS SUCH TERMS ARE DEFINED IN THE SECURITIES ACT AND REGULATIONS THEREUNDER) MAY ONLY BE CONDUCTED IN ACCORDANCE WITH THE SECURITIES ACT. SEE “SUBSCRIPTION AND SALE” AND “NO OWNERSHIP BY U.S. PERSONS” IN THE ACCOMPANYING OFFERING CIRCULAR DATED 29 JUNE 2018. IN PURCHASING THE NOTES, PURCHASERS WILL BE DEEMED TO REPRESENT AND WARRANT THAT THEY ARE NEITHER LOCATED IN THE UNITED STATES NOR A U.S. PERSON AND THAT THEY ARE NOT PURCHASING ON BEHALF OF, OR FOR THE ACCOUNT OR BENEFIT OF, ANY U.S. PERSON.

THE NOTES ARE NOT RATED.

This document constitutes the Pricing Supplement relating to the issue of the Notes described herein. This Pricing Supplement must be read in conjunction with the Offering Circular dated 29 June 2018, and the supplement to the Offering Circular dated 12 September 2018, 10 October 2018, 8 November 2018, 18 February 2019 and 21 March 2019 (the “Offering Circular”). Full information on the Issuer, the Guarantor and the offer of the Notes is only available on the basis of the combination of this Pricing Supplement and the Offering Circular. Copies of the Offering Circular are available from the offices of Morgan Stanley & Co. International plc at 25 Cabot Square, Canary Wharf, London, E14 4QA. The Offering Circular has also been published on the website of Euronext Dublin (www.ise.ie) and the Luxembourg Stock Exchange (www.bourse.lu).

MiFID II product governance

Retail investors, professional investors and ECPs target market – Solely for the purposes of the manufacturer’s product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties, professional clients and retail clients each as defined in Directive 2014/65/EU (as amended, “MiFID II”); (ii) all channels for distribution to eligible counterparties and professional clients are appropriate; and (iii) the following channels for distribution of the Notes to retail clients are appropriate - investment advice, portfolio management, non-advised sales and pure execution services - subject to the distributor’s suitability and appropriateness obligations under MiFID II, as applicable. Any person subsequently offering, selling or recommending the Notes (a “distributor”) should take into consideration the manufacturer’s target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer’s target market assessment) and determining appropriate distribution channels, subject to the distributor’s suitability and appropriateness obligations under MiFID II, as applicable.

Information Concerning Investment Risk and Investors who should seek specialist professional advice

Noteholders and prospective purchasers of Notes should ensure that they understand the nature of the Notes and the extent of their exposure to risk and that they consider the suitability of the Notes as an investment in the light of their own circumstances and financial condition.

Given the highly specialised nature of these Notes, the Issuer and the Dealer consider that they are **only suitable for highly sophisticated investors** who are able to determine for themselves the risk of an investment in the Notes and who are willing to take such risks. **Consequently, if you are not an investor who falls within the description above you should not consider purchasing these Notes without taking detailed advice from a specialised professional adviser.**

In purchasing any Notes, purchasers will be deemed to represent and undertake to the Issuer, Guarantor Dealer and each of their affiliates that (i) such purchaser understands the risks and potential consequences associated with the purchase of the Notes and (ii) that such purchaser has consulted with its own legal, regulatory, investment, accounting, tax and other advisers to extent it believes is appropriate (based also on the warning above) to assist it in understanding and evaluating the risks involved in, and the consequences of, purchasing the Notes.

The Notes have been designed for investors who are willing to forgo market floating rate interest payments on the Notes in exchange for the Performance Component, as defined and calculated as set forth herein.

Potential investors are urged to consult with their legal, regulatory, investment, accounting, tax and other advisors with regard to any proposed or actual investment in these Notes.

Please review the Offering Circular in conjunction with this Pricing Supplement for a full detailed description of the Notes and in particular, please review the Risk Factors associated with these Notes. Investing in the Notes entails certain risks including, but not limited to, the following:

Structure Specific Risks

Capital protection at maturity only: Capital protection is provided at maturity only. If the Notes are sold prior to maturity, or redeemed by the Issuer for reasons stated in the Offering Circular and this Pricing Supplement (including if there is a change in tax law), the proceeds may be less than the initial investment.

The appreciation potential on the Notes is limited: The Notes indirectly include a cap on participation in the performance of the Underlying (as defined below). If a Knock Out Event has not occurred and the Final Settlement Rate is equal to or lower than the Initial Settlement Rate, the Performance Component payable at maturity will be zero. If a Knock Out Event has not occurred and the Final Settlement Rate is greater than the Initial Settlement Rate, the Performance cannot exceed the Barrier Level which limits the Performance Component regardless of the performance of the Underlying (as defined below). If a Knock Out Event has occurred, then the Performance Component payable to investors will be limited to the Rebate, regardless of the performance of the Underlying.

The Notes do not provide for regular interest payments: The terms of the Notes differ from those of ordinary debt securities in that they do not provide for the regular payment of interest.

Underlying Specific Risks

Underlying Risk: The Notes will be redeemed at an amount determined by reference to the performance of the Settlement Rate (the “Underlying”) and such performance will therefore affect the nature and value of the investment return on the Notes. Holders of the Notes and prospective purchasers of Notes should conduct their own investigations and, in deciding whether or not to purchase Notes, prospective purchasers should form their own views of the merits of an investment related to the Underlying based upon such investigations and not in reliance on any information given in this term sheet.

Historical and future performance of the Underlying: The value of the Notes and the returns available under the terms of the Notes will be influenced and dependent on the value of the Underlying. It is impossible to predict how the level of the Underlying will vary over time. The historical performance (if any) of the Underlying is not indicative of its future performance.

Investing in the Notes is not equivalent to investing in the Relevant Currencies: Investing in the Notes is not equivalent to investing in the Reference Currency or the Settlement Currency (together, the “Relevant

Currencies"). By purchasing the Notes, you do not purchase any entitlement to the Relevant Currencies or options, futures or forward contracts on the Relevant Currencies. Further, by purchasing the Notes, you are taking credit risk of the Issuer, Morgan Stanley B.V., and Guarantor, Morgan Stanley and not to any counterparty to futures contracts or forward contracts on the Relevant Currencies. If the Issuer, Morgan Stanley B.V. or Morgan Stanley collapse, you may lose some or all of your investment – see below "*Issuer Specific Risks - Credit Risk*".

Currency Specific Risks

Currency Exchange Risk: Fluctuations in the exchange rates will affect the value of the Notes and, if payments are made in a currency other than the currency of denomination or the home currency of the investors, the amounts payable under the Notes. Changes in exchange rates relating to any of the relevant currencies of the Notes could result in a decrease in their effective yield and in the investor's loss of all or a portion of the value of that Note or of the amounts payable. The exchange rates are the result of the supply of, and the demand for, the related currencies. Changes in the exchange rate result over time from the interaction of many factors directly or indirectly affecting economic and political conditions in the related countries / member nations, including economic and political developments in other countries. Of particular importance to potential currency exchange risks are: (i) rates of inflation; (ii) interest rate levels; (iii) balance of payments; and (iv) the extent of governmental surpluses or deficits in the relevant country. All of these factors are, in turn, sensitive to the monetary, fiscal and trade policies pursued by the related countries, the governments of the related countries and member nations (if any), and other countries important to international trade and finance.

Even though currencies trade around-the-clock, the Notes will not: The interbank market in foreign currencies is a global, around-the-clock market. Therefore, the hours of trading for the Notes, if any trading market develops, will not conform to the hours during which the Relevant Currencies are traded. Significant price and rate movements may take place in the underlying foreign exchange markets that will not be reflected immediately in the price of the Notes. The possibility of these movements should be taken into account in relating the USD value of the Notes to those in the underlying foreign exchange markets. There is no systematic reporting of last-sale information for foreign currencies. Reasonably current bid and offer information is available in certain brokers' offices, in bank foreign currency trading offices and to others who wish to subscribe for this information, but this information will not necessarily be reflected in any exchange rate used in calculating any payment due to you under the Notes. There is no regulatory requirement that those quotations be firm or revised on a timely basis. The absence of last-sale information and the limited availability of quotations to individual investors may make it difficult for many investors to obtain timely, accurate data about the state of the underlying foreign exchange markets.

Government intervention in the currency markets could materially and adversely affect the value of the Notes: Foreign exchange rates can be fixed by the sovereign government, allowed to float within a range of exchange rates set by the government, or left to float freely. Governments, central banks and monetary authorities may use a variety of techniques, such as intervention by their central bank or imposition of regulatory controls or taxes, to affect the exchange rates of their respective currencies. They may also issue a new currency to replace an existing currency, fix the exchange rate or alter the exchange rate or relative exchange characteristics by devaluation or revaluation of a currency. Thus, a special risk in purchasing the Notes is that their liquidity, trading value and amount payable could be affected by the actions of sovereign governments that could change or interfere with previously freely determined currency valuations, fluctuations in response to other market forces and the movement of currencies across borders. There will be no offsetting adjustment or change made during the term of the Notes in the event that the floating exchange rate between the referenced currencies should become fixed. Nor will there be any offsetting adjustment or change in the event of any devaluation or revaluation or imposition of exchange or other regulatory controls or taxes or in the event of other developments affecting the referenced currencies, or any other currency. Any significant changes or governmental actions with respect to the referenced currencies or any other currency that result in a strengthening of the USD relative to the GBP will adversely affect the value of the Notes and the return on an investment in the Notes in USD terms. In addition, if the GBP is lawfully eliminated, converted, redenominated or exchanged during the term of the Notes, the Determination Agent, in its reasonable discretion, will determine the Settlement Rate (or make such adjustment to the Settlement Rate as required) on the Valuation Date, and such determinations may adversely affect the amount payable to you at maturity or upon acceleration.

Exit / Market Price Risk

Exit Risk: Any secondary market price of the Notes will depend on many factors, including the value and volatility of the Underlying(s), interest rates, the dividend rate on the stocks that compose the Underlying (if any), time remaining to maturity and the creditworthiness of the Issuer and the Guarantor. The secondary market

price may be lower than the market value of the issued Notes as at the Issue Date to take into account amounts paid to distributors and other intermediaries relating to the issue and sale of the Notes as well as amounts relating to the hedging of the Issuer's obligations. As a result of all of these factors, the holder may receive an amount in the secondary market which may be less than the then intrinsic market value of the Note and which may also be less than the amount the holder would have received had the holder held the Note through to maturity.

Liquidity Risk: There may be little or no secondary market for the Notes. Any secondary market in the Notes made by the Dealer will be made on a reasonable efforts basis only and subject to market conditions, law, regulation and internal policy. Even whilst there may be a secondary market in the Notes it may not be liquid enough to facilitate a sale by the holders. It is not expected that other broker-dealers will participate significantly in the secondary market for the Notes, therefore, the price at which Noteholders may be able to trade their Notes is likely to depend on the price, if any, at which Dealer is willing to transact. If, at any time, Dealer were not to make a market in the Notes, it is likely that there would be no secondary market for the Notes. Accordingly, Noteholders should be willing to hold their Notes to maturity.

The market price of the Notes may be influenced by many unpredictable factors: Several factors, many of which are beyond the control of the Issuer and Guarantor, will influence the value of the Notes in the secondary market and the price at which a dealer may be willing to purchase or sell the Notes in the secondary market, including:

- the value of the Underlying at any time,
- the volatility (frequency and magnitude of changes in value) of the Underlying,
- trends of supply and demand for the futures contracts on the Relevant Currencies at any time,
- interest and yield rates in the market,
- geopolitical conditions and economic, financial, political, regulatory or judicial events that affect the Relevant Currencies, the Underlying or currencies generally and that may affect the Final Settlement Price,
- the time remaining to the maturity of the Notes, and
- any actual or anticipated changes in the credit ratings or credit spreads of the Issuer or Guarantor.

Some or all of these factors will influence the price you will receive if you are able to sell your Notes prior to maturity.

Suspension or disruptions of market trading in the underlying currencies may adversely affect the value of the Notes: The currency markets are subject to temporary distortions or other disruptions due to various factors, including government regulation and intervention, the lack of liquidity in the markets, and the participation of speculators. These circumstances could adversely affect the Settlement Rate and therefore, the payments on the Notes and the value of the Notes in the secondary market.

Issuer Specific Risks

Credit Risk: Investors are exposed to the credit risk of the Issuer and/or Guarantor. The Notes are essentially a loan to the Issuer with a repayment amount linked to the performance of the Underlying that the Issuer promises to pay at maturity and that the Guarantor promises to pay if the Issuer fails to do so. There is the risk, however, that the Issuer and the Guarantor may not be able to fulfil their obligations, irrespective of whether the Notes are referred to as capital or principal protected. Investors may lose all or part of their investment if the Issuer and the Guarantor are unable to pay the coupons (if any) or the redemption amount, including any Performance Component. No assets of the Issuer and/or Guarantor are segregated and specifically set aside in order to pay the holders of the Notes in the event of liquidation of the Issuer and/or Guarantor, and the holders of the Notes will rank behind secured or preferred creditors.

Potential Conflicts of Interest

Potential Conflict of Interest: The Determination Agent, which is an affiliate of the Issuer, will determine the payout to the investor at maturity. Morgan Stanley and its affiliates (including the Issuer and Determination Agent) may trade the Relevant Currencies on a regular basis as part of its general broker-dealer business and may also carry out hedging activities in relation to the Notes. Any of these activities could influence the Determination Agent's determination of adjustments made to any Notes and any such trading activity could potentially affect the price of the Relevant Currencies and, accordingly, could affect the value of the Underlying and the investor's payout on any Note.

Our affiliates may publish research that could affect the market value of the Notes: One or more of our affiliates may, at present or in the future, publish research reports with respect to movements in the Underlying. This research is modified from time to time without notice to you and may express opinions or provide recommendations that are inconsistent with purchasing or holding the Notes. Any of these activities may affect the market value of the Notes.

Hedging Risk: On or prior to and after the Trade Date, the Issuer, through its affiliates or others, will likely hedge its anticipated exposure under the Notes by taking positions in the Relevant Currencies and/or the Underlying, in option contracts on the Relevant Currencies or positions in any other available securities or instruments. In addition, the Issuer and its affiliates trade the Relevant Currencies as part of their general businesses.

Other Risks

Adjustments by the Determination Agent: The terms and conditions of the Notes will allow the Determination Agent to make adjustments or take any other appropriate action if circumstances occur where the Notes or any exchanges are affected by market disruption, adjustment events or circumstances affecting normal activities.

In addition, other circumstances may occur which either increase the liability of the Issuer fulfilling its obligations under the Notes or increase the liability of any hedging activities related to such obligations, including without limitation the adoption of or any change in any tax law relating to a common system of financial transaction tax in the European Union or otherwise.

In such circumstances, the Determination Agent, in its reasonable discretion may determine whether to redeem the Notes early, or adjust the terms of the Notes, which may include without limitation adjustments to the Initial Settlement Rate, the payments on the Notes or the Underlying. The Determination Agent is not required but has the discretion to make adjustments with respect to each and every corporate action. Potential investors should see the Offering Circular for a detailed description of potential adjustment events and adjustments.

Tax and Accounting Considerations: Special tax and/or accounting considerations may apply to certain types of holders. Prospective investors are urged to consult with their own tax advisors and accounting advisors to determine any tax or accounting implications of this investment.

The Issuer or the Guarantor may be substituted without the consent of the holders of Notes: The Issuer may, without the consent of Noteholders and provided certain conditions are satisfied, agree to (i) substitute Morgan Stanley or a subsidiary of Morgan Stanley in place of the Issuer or (ii) substitute a non-Morgan Stanley Group entity in place of the Issuer or the Guarantor (provided that such non-Morgan Stanley Group entity is of at least the equivalent creditworthiness to the Issuer or Guarantor, as applicable).

In purchasing any Notes, purchasers will be deemed to represent and undertake to the Issuer, the Guarantor, the Dealer and each of their respective affiliates that (i) such purchaser understands the risks and potential consequences associated with the purchase of the Notes, (ii) that such purchaser has consulted with its own legal, regulatory, investment, accounting, tax and other advisers to extent it believes is appropriate to assist it in understanding and evaluating the risks involved in, and the consequences of, purchasing the Notes and (iii) in accordance with the terms set out in Annex 2.

Neither the Issuer nor the Guarantor are qualified to give legal, tax or accounting advice to its clients and does not purport to do so in this document. Clients are urged to seek the advice of their own professional advisers about the consequences of the provisions contained herein.

GENERAL

1. (i) Issuer: Morgan Stanley B.V.
 - (ii) Guarantor: Morgan Stanley
 2. (i) Series Number: 11440
 - (ii) Tranche Number: 2
- Fungible with Tranche 1 USD 7,000,000 Sharkfin on GBP/USD Notes due 2020 issued by Morgan Stanley B.V., bearing ISIN XS1414107844, Series 11440. To be consolidated to form a single series with any outstanding amounts of Tranche 1, immediately upon issuance of this Tranche 2.
3. Specified Currency or Currencies: U.S. Dollar ("USD")
 4. Aggregate Nominal Amount of the Notes: USD 300,000 in respect of Tranche 2 Notes
- The total Aggregate Nominal Amount of USD 7,300,000 represents the sum of the aggregate nominal amounts of Tranche 1 and Tranche 2 as of their respective dates.
5. Issue Price: 100 per cent. of par per Note
 6. (i) Specified Denominations: USD 1,000
 - (ii) Calculation Amount (Par): USD 1,000
 7. (i) Issue Date (Tranche 2): 18 April 2019
 - (ii) Issue Date (Tranche 1): 1 April 2019
 - (iii) Trade Date: Tranche 1: 18 March 2019
Tranche 2: 11 April 2019
 - (iv) Interest Commencement Date: Not Applicable
 8. Maturity Date: 2 October 2020, subject to adjustment in accordance with the Business Day Convention (i) in the event such date is not a Business Day; and (ii) such that the Maturity Date shall always be at least five (5) Business Days following the Valuation Date (which may be postponed by the Determination Agent pursuant to paragraph 34(iii) if the Valuation Date is a Disrupted Day).
 9. Interest Basis: Not Applicable. The Notes are non-interest bearing.
 10. Redemption/Payment Basis: Currency-Linked Redemption
- (further particulars specified in paragraph 34 below)*

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|-----|---|-----------------------------|
| 11. | Change of Interest Redemption/Payment Basis: | or Not Applicable |
| 12. | Put/Call Options/Autocallable Early Redemption: | |
| | (i) Redemption at the Option of the Issuer: | Not Applicable |
| | (ii) Redemption at the Option of Noteholders: | Not Applicable |
| | (iii) Autocallable Early Redemption: | Not Applicable |
| | (iv) Other put/call options: | Not Applicable |
| 13. | (i) Status of the Notes:

(Condition 4) | As set out in Condition 4.1 |
| | (ii) Status of the Guarantee: | As set out in Condition 4.2 |
| 14. | Method of distribution: | Non-syndicated |

RELEVANT UNDERLYING

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|-----|--|---|
| 15. | Currency-Linked Notes:

(Condition 12) | |
| | (i) Settlement Currency: | USD |
| | (ii) Reference Currency: | British pound sterling (“GBP”) |
| | (iii) Specified Amount: | Not Applicable |
| | (iv) Settlement Rate: | “GBP/USD” being, in respect of any date, the GBP/USD exchange rate (expressed as the amount of USD per one GBP), as determined by the Determination Agent by reference to the Price Source. |

If such GBP/USD exchange rate is not available on the Price Source at the relevant time, the GBP/USD exchange rate will be determined by the Determination Agent in good faith and in a commercially reasonable manner.

Where:

“Price Source” means Bloomberg Page “GBP WMCO Currency” (Mid Price), which reflects the Thomson Reuters Screen Closing Spot Rate for GBP/USD (Page “WMRSPOT05”) at approximately 4:00pm London time on a given date. The Price Source is used solely for determining the Final Settlement Rate (as defined in paragraph 34(ii) below) in respect of the Notes on the Valuation Date.

Exchange rates reflect the amount of one

currency that can be exchanged for a unit of another currency. The exchange rate represented by the Settlement Rate is expressed as the number of USD per one GBP.

As a result, a decrease in the Settlement Rate means that the GBP has depreciated relative to the USD. This means that one (1) GBP can purchase fewer USD on the relevant reference date than it did on a prior reference date. For example, assuming a current Settlement Rate of 1.4, a Settlement Rate of 1.2 reflects a weakening of GBP relative to USD.

Conversely, an increase in the Settlement Rate means that the GBP has strengthened relative to the USD. This means that one (1) GBP can purchase more USD on the relevant date than it did on a prior reference date. For example, assuming a Settlement Rate of 1.4, a Settlement Rate of 1.5 reflects a strengthening of the GBP relative to USD.

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

16.	Fixed Rate Note Provisions:	Not Applicable
17.	Floating Rate Note Provisions:	Not Applicable
18.	Zero Coupon Note Provisions:	Not Applicable
19.	Dual Currency-Linked Note Interest Provisions:	Not Applicable
20.	Equity-Linked Interest Note Provisions:	Not Applicable
21.	Commodity-Linked Interest Note Provisions:	Not Applicable
22.	Currency-Linked Interest Note Provisions:	Not Applicable
23.	Inflation-Linked Interest Note Provisions:	Not Applicable
24.	Property-Linked Interest Note Provisions:	Not Applicable
25.	Fund-Linked Interest Note Provisions:	Not Applicable
26.	Credit-Linked Interest Note Provisions:	Not Applicable

PROVISIONS RELATING TO REDEMPTION

27.	Call Option	Not Applicable
28.	Put Option	Not Applicable
29.	Autocallable Early Redemption	Not Applicable

30.	Final Redemption Amount of each Note (Condition 21.1)	As specified in paragraph 34(ii) below.
31.	Dual Currency Redemption Provisions	Not Applicable
32.	Equity-Linked Redemption Provisions	Not Applicable
33.	Commodity-Linked Redemption Provisions	Not Applicable
34.	Currency-Linked Redemption Provisions (Condition 12)	Applicable
	(i) Determination Agent responsible for calculating the Final Redemption Amount:	Morgan Stanley & Co. International plc (the “ Determination Agent ”). The Determination Agent shall act as an expert and not as an agent for the Issuer or the Noteholders. All determinations, considerations and decisions made by the Determination Agent shall, in the absence of manifest error, wilful default or bad faith, be final and conclusive and the Determination Agent shall have no liability in relation to such determinations except in the case of its wilful default or bad faith.
	(ii) Provisions for determining Final Redemption Amount:	<p>Unless previously redeemed or cancelled, each Note shall be redeemed on the Maturity Date at its Final Redemption Amount, which shall be an amount per Calculation Amount (determined by the Determination Agent) equal to 100 per cent. of the Calculation Amount plus:</p> <p>(a) if a Knock Out Event has not occurred and if the Final Settlement Rate is greater than the Initial Settlement Rate: Calculation Amount x Performance; or</p> <p>(b) if a Knock Out Event has not occurred and if the Final Settlement Rate is equal to or less than the Initial Settlement Rate: USD 0 (zero); or</p> <p>(c) if a Knock Out Event has occurred: Calculation Amount x Rebate</p> <p>with the applicable amount in (a), (b) or (c) above being the “Performance Component”.</p> <p>Where:</p> <p>“Barrier Level” means 1.52237 (being 115 per cent of the Initial Settlement Rate).</p> <p>“Currency Business Day” means a day on which commercial banks are open for business (including dealings in foreign exchange in accordance with the market practice of the</p>

foreign exchange market) in London, England and New York, NY.

“**Final Settlement Rate**” means the Settlement Rate on the Valuation Date.

“**FX Spot Market**” means the global foreign exchange market, which, for the purposes of the Notes, shall be treated as being open continuously from 5:00 a.m., Sydney time on a Monday in a given week to 5:00 p.m., New York time on the Friday of such week.

“**Initial Settlement Rate**” means 1.3238 (being the Settlement Rate on the Trade Date).

A “**Knock Out Event**” shall be deemed to have occurred, if at any time during the Observation Period, the Spot Exchange Rate in the FX Spot Market exceeds the Barrier Level, as determined by the Determination Agent, in its reasonable discretion, using good faith and in a commercially reasonable manner.

“**Performance**” means:

$$\left(\frac{\text{Final Settlement Rate}}{\text{Initial Settlement Rate}} \right) - 1$$

“**Rebate**” means 5.00 per cent.

“**Spot Exchange Rate**” means, at any time on any Observation Date, the relevant currency exchange rate (expressed as the amount of Reference Currency per one unit of Settlement Currency) as determined in good faith and in a commercially reasonable manner by the Determination Agent.

- (iii) Valuation Date: 18 September 2020, provided that:
- (a) if the Valuation Date is not a Currency Business Day, then the Valuation Date shall be the first preceding day that is a Currency Business Day; and
 - (b) if a Currency Disruption Event occurs or has occurred and is continuing on the Valuation Date (such day being a “**Disrupted Day**”), then the Valuation Date may be postponed by the Determination Agent in accordance with paragraph 34(x) herein.
- (iv) Observation Date(s): Each Currency Business Day during the Observation Period.
- (v) Observation Period: The period from and including the time at which the Initial Settlement Rate was determined by the Determination Agent on the Trade Date, to and including the time at which the Final Settlement Rate is determined on the Valuation

Date by the Determination Agent.

- (vi) Provisions for determining Final Redemption Amount where calculation by reference to Index and/or other variable is impossible or impracticable or otherwise disrupted: As per Condition 12.3 (*Currency Disruption Events*)
- (vii) Business Day Convention: Following Business Day Convention
- (viii) Additional Business Centre(s): London and New York
- (ix) Currency Disruption Events: The occurrence of any of the following events, as determined by the Determination Agent, acting in good faith and in its reasonable discretion:
1. Price Source Disruption
 2. Additional Price Source Disruption:

Reference Source: The Price Source as specified in paragraph 15(iv) above
- (x) Currency Disruption Fallbacks: If the Determination Agent determines, acting in a commercially reasonable manner, that a Currency Disruption Event occurs or has occurred and is continuing in respect of the Settlement Rate, the Determination Agent will determine, in its reasonable discretion, the applicable Settlement Rate, taking into consideration all available information that it deems relevant. For the avoidance of doubt, such determination, in the reasonable discretion of the Determination Agent, may (but is not required to) include the postponement of the Valuation Date which is a Disrupted Day.
- (xi) Additional Disruption Events: Change in Law – Applicable

Hedging Disruption – Applicable

Increased Cost of Hedging – Applicable
- (xii) Other special terms and conditions: Not Applicable
35. Inflation-Linked Redemption Provisions Not Applicable
36. Property-Linked Redemption Provisions Not Applicable
37. Fund-Linked Redemption Provisions Not Applicable
38. Credit-Linked Redemption Provisions Not Applicable
39. Preference Share-Linked Redemption Provisions Not Applicable

40. (i) Early Redemption Amount upon Theoretical Value
Event of Default:

(Condition 26)
- (ii) Early redemption amount Fair Market Value
payable upon an event described
in Condition 12.5(c):
- (iii) Early redemption amount(s) per Fair Market Value
Calculation Amount payable on
redemption for taxation reasons:

(Condition 21.3)
41. Illegality and Regulatory Event:

(Condition 27)
- (i) Illegality and Regulatory Event: Applicable
- (ii) Early Redemption Amount Early Redemption Amount (Illegality and
(Illegality and Regulatory Regulatory Event) – Fair Market Value shall
Event): apply
42. Substitution of Issuer or Guarantor with Applicable
non-Morgan Stanley Group entities:

(Condition 38.2)
43. Governing Law: English law

GENERAL PROVISIONS APPLICABLE TO THE NOTES

44. Form of Notes: Registered Notes

(Condition 3) Global Note Certificate registered in the name
of a common depository for Euroclear and
Clearstream, Luxembourg, exchangeable for
Individual Note Certificates in the limited
circumstances described in the Global Note
Certificate.
45. Record Date: The Record Date is one Clearing System
Business Day before the relevant due date for
payment
46. Additional Financial Centre(s) or other London and New York
special provisions relating to Payment
Business Days:
47. Determination Agent: Morgan Stanley & Co International plc
48. Details relating to Partly Paid Notes: Not Applicable
amount of each payment comprising the
Issue Price and date on which each
payment is to be made and consequences
(if any) of failure to pay, including any
right of the Issuer to forfeit the Notes and
interest due on late payment:

- | | | |
|-----|--|--|
| 49. | Details relating to Instalment Notes: amount of each instalment, date on which each payment is to be made: | Not Applicable |
| 50. | Redenomination, renominatisation and reconventioning provisions: | Not Applicable |
| 51. | Restrictions on free transferability of the Notes: | None |
| 52. | Inconvertibility Event Provisions:
(Condition 19) | Not Applicable |
| 53. | CNY Center: | Not Applicable |
| 54. | Taxation: | |
| | (i) Condition 25.1: | "Additional Amounts" is Not Applicable |
| | (ii) Condition 25.4: | Implementation of Financial Transaction Tax:
Not Applicable |
| 55. | Other terms: | None |

DISTRIBUTION

- | | | |
|-----|--|---|
| 56. | (i) If syndicated, of Managers and underwriting commitments (and names and addresses of the entities agreeing to place the issue without a firm commitment or on a "best efforts" basis if such entities are not the same as the Managers) | Not Applicable |
| | (ii) Stabilising Manager(s) (if any): | Not Applicable |
| 57. | If non-syndicated, name and address of Dealer: | Morgan Stanley & Co. International plc
25 Cabot Square
Canary Wharf
London E14 4QA |
| 58. | U.S. Selling Restrictions: | Regulation S |
| 59. | Additional selling restrictions: | As set out in Annex 1 (<i>Selling Restrictions</i>). |

Taxation

This discussion is limited to the U.S. federal tax issues addressed below. Additional issues may exist that are not addressed in this discussion and that could affect the federal tax treatment of an investment in the Notes. Holders should seek their own advice based upon their particular circumstances from an independent tax advisor.

A Non-U.S. Holder (as defined in the Offering Circular) should review carefully the section entitled "*United States Federal Taxation*" in the Offering Circular.

PURPOSE OF PRICING SUPPLEMENT

This Pricing Supplement comprises the pricing supplement required to list and have admitted to trading to the Official List of Euronext Dublin and trading on its Global Exchange Market the issue of Notes described herein pursuant to the Regulation S Program for the Issuance of Notes, Series A and B, Warrants and Certificates.

POTENTIAL SECTION 871(m) TRANSACTION

Please see paragraph 4 of Part B – Other Information to this Pricing Supplement for additional information regarding withholding under Section 871(m) of the Code.

RESPONSIBILITY

The Issuer accepts responsibility for the information contained in this Pricing Supplement.

Signed on behalf of the Issuer:



By: Morgan Stanley B.V.

Duly authorised **Represented by:**
TMF Management B.V.
Managing Director

PART B – OTHER INFORMATION

1. LISTING

Listing and admission to Trading: Application has been made or is expected to be made by the Issuer (or on its behalf) for the Notes to be admitted to the Official List of Euronext Dublin and trading on its Global Exchange Market with effect from the Issue Date.

No assurances can be given that such application for listing and/or admission to trading will be granted (or, if granted, will be granted by the Issue Date. The Issuer has no duty to maintain the listing (if any) of the Notes on the relevant stock exchange(s) over their entire lifetime.

2. RATINGS

Ratings: The Notes will not be rated.

3. OPERATIONAL INFORMATION

ISIN: XS1414107844

Common Code: 141410784

CFI: DTZXFR

FISN: MORGAN STANLEY/ZERO CPNEMTN
2020100

Any clearing system(s) other than Euroclear Bank S.A./N.V., Clearstream Banking *société anonyme* and the relevant identification number(s): Not Applicable

Delivery: Delivery free of payment

Names and addresses of initial Paying Agent(s): The Bank of New York Mellon
One Canada Square
London
E14 5AL
United Kingdom

Names and addresses of additional Paying Agent(s) (if any): Not Applicable.

Intended to be held in a manner which would allow Eurosystem eligibility: No. Whilst the designation is specified as “no” at the date of this Pricing Supplement, should the Eurosystem eligibility criteria be amended in the future such that the Notes are capable of meeting them the Notes may then be deposited with one of the ICSDs as common safekeeper (and registered in the name of a nominee of one of the ICSDs acting as common safekeeper).

Note that this does not necessarily mean that the Notes will then be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.

4. **POTENTIAL SECTION 871(m) TRANSACTION** Not Applicable
5. **PROHIBITION OF SALES TO EEA RETAIL INVESTORS:** Not Applicable
6. **BENCHMARK REGULATION:** Not Applicable

ANNEX 1 – SELLING RESTRICTIONS

By its investment and purchase in the one or more Notes, each holder of one or more Notes (each such person, a “Holder”) shall be deemed to represent, warrant and agree that it will observe all applicable laws and regulations in relation to its acquisition of any Note and in relation to its use or communication of (or of information contained in) any offering document, termsheet, circular, advertisement or other promotional material in any country or jurisdiction.

Each Holder shall also be deemed to:

- (a) (1) acknowledge that the Notes have not been and will not be registered under the United States Securities Act of 1933, as amended (the “Securities Act”) or any securities laws of any state in the United States, are subject to U.S tax law requirements, and may not be offered, sold or delivered, at any time, directly or indirectly, within the United States or to or for the account or benefit of U.S. persons; (2) represent, as a condition to acquiring any interest in a Note, that neither such Holder nor any person for whose account or benefit such Note is being acquired is a U.S. Person, is located in the United States or was solicited to acquire any interest in such Note while present in the United States, (3) agree not to offer, sell or deliver any Note, directly or indirectly, in the United States to any U.S. Person and (4) represent and agree that neither such Holder, its affiliates nor any person acting on its or their behalf has engaged in any directed selling efforts with respect to any Note and that such Holder, its affiliates and any person acting on its or their behalf have complied with and will comply with the offering requirements of Regulation S. Terms used in this paragraph have the meanings given to them in Regulation S.
- (b) represent, warrant and agree that:
 - (i) where the proceeds of Notes would constitute a deposit for the purposes of article 5 of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001 (as amended) and either the issue proceeds of such Notes are received by the Issuer in the United Kingdom or the activity of issuing the Notes is carried on from an establishment maintained by the Issuer in the United Kingdom, (A) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business; and (B) it has not offered or sold and will not offer or sell any Note other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of the Notes would otherwise constitute a contravention of section 19 of Financial Services and Markets Act 2000, as amended (the “FSMA”) by the Issuer;
 - (ii) it has only communicated or caused to be communicated, and will only communicate or cause to be communicated, any invitation or inducement to engage in investment activity (within the meaning of section 21 of the FSMA) received by it in connection with the issue of any Note in circumstances in which section 21(1) of the FSMA does not apply to the Issuer; and
 - (iii) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to such Note in, from or otherwise involving the United Kingdom.
- (c) represent, warrant and agree that it has obtained any necessary governmental, regulatory, tax, exchange control or other approvals or consents in relation to its acquisition of any Note; and
- (d) represent, warrant and agree that it has not made and will not make an offer of the Notes to the public in any jurisdiction.

ANNEX 2 – INVESTOR REPRESENTATIONS

Any investment in the Notes made with the intention to offer, sell or otherwise transfer (together, “**distribute**” and each a “**distribution**”) such Notes to prospective investors will be deemed to include, without limitation, the following representations, warranties, undertakings and acknowledgements from the purchaser to the Issuer, the Guarantor, the Dealer and each of their affiliates:

- a) you represent and undertake to the Issuer, the Guarantor, the Dealer and each of their affiliates that (i) you are purchasing the Notes as principal (and not as agent or in any other capacity); (ii) none of the Issuer, the Guarantor, the Dealer or their affiliates is acting as a fiduciary or an advisor to you in respect of the Notes; (iii) you are not relying upon any representations made by the Issuer, the Guarantor, the Dealer or any of their affiliates; (iv) you have consulted with your own legal, regulatory, tax, business, investments, financial, and accounting advisers to the extent that you have deemed necessary, and you have made your own investment, hedging and trading decisions based upon your own judgment and upon any advice from such advisors as you have deemed necessary and not upon any view expressed by the Issuer, the Guarantor, the Dealer, each of their respective affiliates or any of their respective directors, officers, employers, agents (each a “**Person**”), (v) you are purchasing the Notes with a full understanding of the terms, conditions and risks thereof and you are capable of and willing to assume those risks and (vi) you are not purchasing the Notes as an extension of credit to the Issuer pursuant to a loan agreement entered into in the ordinary course of its trade or business;
- b) you shall only distribute as principal or, alternatively, acting on a commission basis in your own name for the account of your investors and will not do so as agent for any Morgan Stanley entity (together “**Morgan Stanley**”) who shall assume no responsibility or liability whatsoever in relation to any such distribution. You shall distribute the Notes in your own name and to such customers as you identify in your own discretion, at your own risk and under your sole responsibility. You shall make such enquiries you deem relevant in order to satisfy yourself that prospective investors have the requisite capacity and authority to purchase the Notes and that the Notes are suitable for those investors;
- c) you shall not make any representation or offer any warranty to investors regarding the Notes, the Issuer or Morgan Stanley or make any use of the Issuer’s or Morgan Stanley’s name, brand or intellectual property which is not expressly authorised and you shall not represent that you are acting as an agent of Morgan Stanley in such distribution. You acknowledge that neither the Issuer nor Morgan Stanley assume any responsibility or liability whatsoever in relation to any representation or warranty you make in breach hereof;
- d) if you distribute any material prepared and transmitted by the Issuer or by Morgan Stanley, you shall only distribute the entire material and not parts thereof. Any material you, or any third party you engage on your behalf, prepare shall be true and accurate in all material respects and consistent in all material respects with the content of the Offering Circular and this Pricing Supplement and shall not contain any omissions that would make them misleading. You shall only prepare and distribute such material in accordance with all applicable laws, regulations, codes, directives, orders and/or regulatory requirements, rules and guidance in force from time to time (“**Regulations**”). You acknowledge that neither the Issuer nor Morgan Stanley shall have any liability in respect of such material which shall, for the avoidance of doubt, at all times be your sole responsibility;
- e) you acknowledge and agree that the Issuer, the Guarantor, the Dealer and each of their affiliates are not providing and have not provided investment advice to you or your investors in relation to any Notes. You have taken and shall take your own advice and you agree to make your own independent assessment of whether the Notes are suitable and appropriate investments for yourself and, if you on-sell the Notes, you and your investors agree and acknowledge that neither of you have relied upon and are not relying upon on any advice, counsel or representations (whether oral or in writing) of the Issuer, the Guarantor, the Dealer or any of their affiliates as a recommendation to purchase the Notes or as any form of investment advice;
- f) you represent and undertake to the Issuer, the Guarantor, the Dealer and each of their affiliates that (i) you will not, directly or indirectly, offer, sell or arrange the sale of any Notes or distribute or publish any offering materials (which for the avoidance of doubt will include any offering circular,

prospectus, marketing materials, form of application, advertisement, other document or information) or carry out any type of solicitation in connection with the Notes (in either case in any manner whatsoever, including via the internet) in any country or jurisdiction, except under circumstances that will result in compliance with any applicable law and regulations (including, for the avoidance of doubt, Rule 903(a) and 903(b)(2) of Regulation S of the Securities Act), and that will not constitute a public offering of the Notes as such term is understood under the applicable laws of the relevant country or jurisdiction, or give rise to any liability for any Person and (ii) in relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a “**Relevant Member State**”), with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the “**Relevant Implementation Date**”) you have not made and will not make an offer of any Notes to the public in that Relevant Member State except that it may, with effect from and including the Relevant Implementation Date, make an offer of such Notes to the public in that Relevant Member State: (aa) if an offer of those Notes may be made other than pursuant to Article 3(2) of the Prospectus Directive in that Relevant Member State, following the date of publication of a prospectus in relation to such Notes which has been approved by the competent authority in that Relevant Member State or, where appropriate, approved in another Relevant Member State and notified to the competent authority in that Relevant Member State, in accordance with the Prospectus Directive, in the period beginning and ending on the dates specified in such prospectus; (bb) at any time to any legal entity which is a qualified investor as defined in the Prospectus Directive; or (cc) at any time in any other circumstances falling within Article 3(2) of the Prospectus Directive (but excluding Article 3(2)(b) (offers to fewer than 150 natural or legal persons)), provided that no such offer of Notes referred to in (bb) or (cc) above shall require the Issuer, the Guarantor or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or to supplement a prospectus pursuant to Article 16 of the Prospectus Directive. For the purposes of this provision, the expression an “**offer of Notes to the public**” in relation to any Notes in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State, the expression “**Prospectus Directive**” means Directive 2003/71/EC (and amendments thereto, including the 2010 PD Amending Directive, to the extent implemented in the Relevant Member State) and includes any relevant implementing measure in the Relevant Member State and the expression “**2010 PD Amending Directive**” means Directive 2010/73/EU;

- g) you (i) acknowledge that the Notes have not been and will not be registered under the Securities Act or any securities laws of any state of the United States and are subject to U.S. tax requirements; (ii) agree that you and each of your affiliates will not offer, sell, transfer or deliver, at any time, any of the Notes, directly or indirectly, in the United States (which term includes the territories, the possessions and all other areas subject to the jurisdiction of the United States of America) or to for the account or benefit of any U.S. Person (as defined in Regulation S under the Securities Act and the Internal Revenue Code); and (iii) undertake to the Issuer, the Guarantor, the Dealer and each of their affiliates that all offers, sales and arrangements of sales of any Notes by you will be made on terms requiring the person(s) with whom it is dealing to undertake as set out in (i), (ii) and (iii) above;
- h) you shall comply and shall procure that your affiliates, as appropriate, shall comply, with all applicable selling restrictions in respect of the sale of the Notes in any jurisdiction, including, without limitation those set out in the prospectus, and restrictions and requirements set out in the issue documents and any other regulations relating to the offer, sale or transfer of any Notes;
- i) you will not, directly or indirectly, distribute or arrange the distribution of the product or disseminate or publish (which for the avoidance of doubt will include the dissemination of any such materials or information via the internet) any materials or carry out any type of solicitation in connection with the product in any country or jurisdiction, except under circumstances that will result in compliance with all applicable Regulations and selling practices, and will not give rise to any liability for the Issuer or Morgan Stanley. For the avoidance of doubt, this includes compliance with the selling restrictions mentioned herein;

- j) if you receive any fee, rebate or discount, you shall not be in breach of any Regulations or customer or contractual requirements or obligations and you shall, where required to do so (whether by any applicable Regulations, contract, fiduciary obligation or otherwise), disclose such fees, rebates and discounts to your investors. You acknowledge that where fees are payable, or rebates or discounts applied, the Issuer and Morgan Stanley are obliged to disclose the amounts and/or basis of such fees, rebates or discounts at the request of any of your investors or where required by any applicable Regulations; and
- k) you agree and undertake (on an after-tax basis) to indemnify and hold harmless and keep indemnified and held harmless the Issuer, the Guarantor, the Dealer and each of their respective affiliates and their respective directors, officers and controlling persons from and against any and all losses, actions, claims, damages and liabilities (including without limitation any fines or penalties and any legal or other expenses incurred in connection with defending or investigating any such action or claim) caused directly or indirectly by you or any of your affiliates or agents failing to comply with any of the provisions set out in (a) to (j) above, or acting otherwise than as required or contemplated herein.