

Pricing Supplement dated 6 June 2014

Morgan Stanley B.V.

Issue of USD 4,465,000 Commodity-linked Notes due 2014

Guaranteed by Morgan Stanley

under the

~~under the 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) (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 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 under hereby.

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

#### **PART A – CONTRACTUAL TERMS**

THE NOTES DESCRIBED HEREIN AND ANY GUARANTEE IN RESPECT THEREOF 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, AND THE SECURITIES MAY INCLUDE SECURITIES THAT ARE SUBJECT TO U.S. TAX LAW REQUIREMENTS. NEITHER THE ISSUER NOR THE GUARANTOR IS REGISTERED, OR WILL REGISTER, UNDER THE U.S. INVESTMENT COMPANY ACT OF 1940, AS AMENDED (THE "**INVESTMENT COMPANY ACT**"). TRADING IN THE NOTES HAS NOT BEEN APPROVED BY THE U.S. COMMODITY FUTURES TRADING COMMISSION UNDER THE U.S. COMMODITY EXCHANGE ACT, AS AMENDED.

THE NOTES DESCRIBED HEREIN AND ANY INTEREST THEREIN MAY NOT BE OFFERED, SOLD, PLEDGED, ASSIGNED, DELIVERED OR OTHERWISE TRANSFERRED 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 EITHER REGULATION S UNDER THE SECURITIES ACT OR, IN THE CASE OF FTRO NOTES, THE UNITED STATES INTERNAL REVENUE CODE OF 1986, AS AMENDED). SEE "*SUBSCRIPTION AND SALE*" AND "*NO OWNERSHIP BY U.S. PERSONS*" IN THE OFFERING CIRCULAR DATED 27 JUNE 2013. 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 FOR, OR FOR THE ACCOUNT OR BENEFIT OF, ANY SUCH PERSON.

THE NOTES ARE NOT RATED.

This document constitutes the Pricing Supplement relating to the issue of Notes described herein. Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions of the English Law Notes set forth in the Offering Circular dated 27 June 2013 as supplemented on 16 October 2013, 9 January 2014, 24 April 2014 and 29 May 2014 (together, the "Offering Circular"). This Pricing Supplement must be read in conjunction with such 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 the Irish Stock Exchange ([www.ise.ie](http://www.ise.ie)).

### **Information Concerning Investment Risk**

**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. The amount payable on redemption of the Notes is linked to the performance of the Underlying (as defined herein), and may be less than par. Given the highly specialised nature of these Notes, Morgan Stanley B.V. (the "Issuer"), Morgan Stanley ("the Guarantor") and Morgan Stanley & Co. International plc ("MSI plc") consider that they are only suitable for highly sophisticated investors who are able to determine for themselves the risk of an investment linked to the Underlying, are willing to take risks and can absorb the partial loss of their initial investment. 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.**

**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 see the Offering Circular together with the 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:**

**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. Potential investors should see the Offering Circular for a detailed description of potential adjustment events and adjustments.

**Product Market Risk:** 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.

**Commodity Risk:** Prices for commodities are affected by a variety of factors, including changes in supply and demand relationships, governmental programs and policies, national and international political and economic events, wars and acts of terror, changes in interest and exchange rates, trading activities in commodities and related contracts, weather, and agricultural, trade fiscal, monetary and exchange control policies. The price volatility of each commodity also affects the value of the futures and forward contracts related to that commodity and therefore its price at any such time. These factors may affect the prices for the relevant Underlying and the value of the Notes in varying ways and may cause the closing levels and closing prices of the relevant Underlying to move in inconsistent directions and at inconsistent rates.

**Capital is not protected:** the final redemption amount depends on the performance of the Underlying and could be zero.

**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 to you at maturity and that the Guarantor promises to pay to you 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 promise to you. If any companies in the Morgan Stanley group incur losses with respect to any of their activities, this may have a negative impact on the financial condition of the Issuer and the Guarantor. You may lose all or part of your investment if the Issuer and the Guarantor are unable to pay the coupons (if any) or the redemption amount and/or goes into liquidation. 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 creditors who have priority rights over certain assets of the Issuer and/or Guarantor.

**Exit Risk:** Any secondary market price of the Notes will depend on many factors, including the value and volatility of the Underlying, interest rates, time remaining to maturity and the creditworthiness of the Issuer and /or 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 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:** 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 holder.

**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 Underlying, in option contracts on the Underlying or positions in any other available securities or instruments. In addition, the Issuer and its affiliates trade the Underlying as part of their general businesses. Any of these activities could potentially affect the value of the Underlying, and accordingly, could affect the pay-out to holders on the Notes.

**Potential Conflict of Interest:** The Determination Agent, which is an affiliate of the Issuer, will determine the pay-out to the investor at maturity. Morgan Stanley & Co. International plc and its affiliates may trade the Underlying 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 Underlying and, accordingly, could affect the investor's pay-out on any Note.

In purchasing any Notes, purchasers will be deemed to represent and undertake to the Issuer, the Dealer and each of their 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 the Annex.

Morgan Stanley is not 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 proposals contained herein.

US Treasury Circular 230 Notice - Morgan Stanley does not render advice on tax and tax accounting matters to clients. This material was not intended or written to be used, and it cannot be used by any taxpayer, for the purpose of avoiding penalties that may be imposed on the taxpayer under U.S. federal tax laws.

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|----|------|----------------|---------------------|
| 1. | (i)  | Issuer:        | Morgan Stanley B.V. |
|    | (ii) | Guarantor:     | Morgan Stanley      |
| 2. | (i)  | Series Number: | 8178                |

	(ii)	Tranche Number:	1
3.		Specified Currency or Currencies:	United States Dollar ("USD")
4.		Aggregate Nominal Amount of the Notes:	
	(i)	Series:	USD 4,465,000
	(ii)	Tranche:	USD 4,465,000
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:	6 June 2014
	(ii)	Trade Date:	23 May 2014
	(iii)	Interest Commencement Date	Not Applicable
	(iv)	Strike Date:	23 May 2014, subject to adjustment as set out under Pricing Date
	(v)	Determination Date:	8 December 2014, subject to adjustment as set out under Pricing Date
8.		Maturity Date:	12 December 2014, subject to adjustment in accordance with the Following Business Day Convention and subject that the Maturity Date shall always be at least five (5) Business Days following the Determination Date.
9.		Interest Basis:	Not Applicable
10.		Redemption/Payment Basis:	Commodity-Linked Redemption. See item 31 below
11.		Change of Interest or Redemption/Payment Basis:	Not Applicable
12.		Put/Call Options:	
	(i)	Redemption at the Option of the Issuer:	Not Applicable
		(Condition 19.5)	
	(ii)	Redemption at the Option of Noteholders:	Not Applicable
		(Condition 19.7)	
	(iii)	Other Put/Call Options:	Not Applicable
13.	(i)	Status of the Notes:	Condition 4.1 applies
		(Condition 4)	
	(ii)	Status of the Guarantee:	Condition 4.2 applies
14.		Method of distribution:	Non-syndicated

**PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE**

15.	Fixed Rate Note Provisions	Not Applicable
16.	Floating Rate Note Provisions	Not Applicable
17.	Zero Coupon Note Provisions	Not Applicable
18.	Dual Currency-Linked Note Interest Provisions	Not Applicable

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19.	Equity-Linked Interest Note Provisions	Not Applicable
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20.	Commodity-Linked Interest Note Provisions	Not Applicable
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21.	Currency-Linked Interest Note Provisions	Not Applicable
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22.	Inflation-Linked Interest Note Provisions	Not Applicable
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23.	Credit-Linked Interest Note Provisions	Not Applicable
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24.	Property-Linked Interest Note Provisions	Not Applicable
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25.	Fund-Linked Interest Note Provisions	Not Applicable
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**PROVISIONS RELATING TO REDEMPTION**

26.	Call Option (Condition 19.5)	Not Applicable
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27.	Put Option	Not Applicable
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28.	Final Redemption Amount of each Note (Condition 19.1)	Linked Redemption Amount specified in item 31 below
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29.	Dual Currency Redemption Provisions (Condition 8)	Not Applicable
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30.	Equity-Linked Redemption Provisions (Condition 10)	Not Applicable
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31.	Commodity-Linked Redemption Provisions (Condition 11)	Applicable
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(i) Commodity/ies or Commodity Index/Indices: WTI Crude Oil (OIL-WTI-NYMEX) - Bloomberg: CL1 Comdty (the 'Underlying')

(ii) Commodity Reference Price: The official settlement price per barrel on a Pricing Date of West Texas Intermediate light sweet crude oil on the NYMEX of the first nearby month futures contract, stated in USD, as made public by the NYMEX.

(iii) Weighting: Not Applicable

(iv) Exchange: As specified under Commodity Reference Price

(v) 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.

(vi) Provisions for determining Final Redemption Amount: Unless previously redeemed, or purchased and cancelled in accordance with the Conditions, the Issuer shall redeem the Notes on the Maturity Date at the Final Redemption Amount per Note as determined by the Determination Agent as follows:

(i) If a Knock-In Event did **not** occur, at an amount in USD equal to 105% of Par; OR

(ii) If a Knock-In Event **did** occur at an amount in USD calculated as follows:

$$100\% \text{ of Par} * \frac{\text{Final Reference Price}}{\text{Initial Reference Price}}$$

Where:

“**Initial Reference Price**” means USD 104.35;

“**Final Reference Price**” means the Commodity Reference Price of the Underlying on the Determination Date;

“**Knock-In Event**” means if, on any Knock-In Determination Day, the Commodity Reference Price is strictly less than the Knock-In Barrier Level, as determined by the Determination Agent;

“**Knock-In Barrier Level**” means 80.26 per cent. of the Initial Reference Price;

“**Knock-In Determination Day**” means each Commodity Business Day during the Knock-In Determination Period, subject to adjustment as specified under Pricing Dates; and

“**Knock-In Determination Period**” means the period from (but excluding) the Strike Date to (and including) the Determination Date

(vii) Observation Date/ Period: Not Applicable

(viii) Provisions for determining Final Redemption Amount where calculation by reference to Index and/or other variable is impossible or impracticable or otherwise: Not Applicable

	disrupted:		
	(ix) Price Source:		The Exchange as specified under Commodity Reference Price
	(x) Specified Price:		official settlement price, as specified under Commodity Reference Price
	(xi) Delivery Date:		First Nearby Month as specified under Commodity Reference Price
	(xii) Pricing Date:		Each of the Strike Date, Knock-In Determination Day, Early Redemption Observation Dates and the Determination Date. If such date is not a Commodity Business Day, the relevant Pricing Date should be the next following Commodity Business Day, or if a Commodity Disruption Event occurs in respect of the Underlying on that day, subject to Commodity Disruption Fallbacks.
	(xiii) Common Pricing:		Not Applicable
	(xiv) Commodity Disruption Events:		Price Source Disruption, Trading Disruption, Disappearance of Commodity Reference Price, Material Change in Formula, Material Change in Content and Tax Disruption shall apply.
	(xv) Commodity Disruption Fallback:		Determination Agent Determination as defined in Condition 11.3
	(xvi) Additional Disruption Events:		Change in Law, Hedging Disruption, Increased Cost of Hedging shall not apply
	(xvii) Other special terms and conditions:		“ <b>Business Day</b> ” means a Commodity Business Day in respect of the Underlying
			“ <b>Business Day Convention</b> ” means Following
32.	Currency-Linked Provisions (Condition 12)	Redemption	Not Applicable
33.	Inflation-Linked Provisions (Condition 13)	Redemption	Not Applicable
34.	Credit-Linked Redemption Provisions (Condition 14)		Not Applicable
35.	Property-Linked Provisions (Condition 15)	Redemption	Not Applicable
36.	Fund-Linked Redemption Provisions (Condition 16)		Not Applicable
37.	Preference Share-Linked Provisions:	Redemption	Not Applicable

(Condition 17)

38. (a) Early Redemption Amount upon Event of Default (Condition 24): Qualified Financial Institution Determination
- (b) Early redemption amount payable upon an event described in Condition 10/ 11/ 12/ 13/ 16/ 17 As provided in Condition 10/ 11/ 12/ 13/ 16/ 17
- (c) Early redemption amount upon early redemption

(Conditions 19.2, 19.3, 19.5, 19.10, 23 and 25)

Early redemption amount(s) per Calculation Amount payable on redemption for taxation reasons or other early redemption and/or the method of calculating the same (if required or if different from that set out in the Conditions):

An amount equal to the fair market value of such Note, on such day as is selected by the Determination Agent in its sole and absolute discretion (provided that such day is not more than 15 days before the date fixed for redemption of the Note), less the proportion attributable to that Note of the reasonable cost to the Issuer and/or any Affiliate of, or the loss realised by the Issuer and/or any Affiliate on, unwinding any related hedging arrangements, all as calculated by the Determination Agent in its sole and absolute discretion.

39. Governing Law: English law

#### GENERAL PROVISIONS APPLICABLE TO THE NOTES

40. Form of Notes: Registered Notes  
(Condition 3)  
Global Note Certificate registered in the name of a common depositary for Euroclear and Clearstream, Luxembourg, exchangeable for Individual Note Certificates on 30 days notice in the limited circumstances described in the Global Note Certificate
41. Record Date: As per the Conditions
42. Additional Financial Centre(s) or other special provisions relating to Payment Dates: New York only
43. Talons for future Coupons or Receipts to be attached to Definitive Notes (and dates on which such Talons mature): No
44. Details relating to Partly Paid Notes: 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: Not Applicable



45. Details relating to Instalment Notes: Not Applicable  
amount of each instalment, date on which each payment is to be made:
46. Redenomination, renominatisation and reconventioning provisions: The provisions in Condition 35 apply.
47. Restrictions on free transferability of the Notes: None
48. Inconvertibility Event Provisions: Not Applicable
49. Other terms: **Early Redemption:**

If on any Early Redemption Observation Date, the Determination Agent determines that the Commodity Reference Price is equal to or greater than the applicable Early Redemption Level, the Notes will be automatically redeemed on the corresponding Early Redemption Date at the Early Redemption Amount.

Where:

“Early Redemption Observation Date” means each of the dates specified below, subject to adjustment as if such date were a Pricing Date as defined above; and

“Early Redemption Date” means, in respect of each Early Redemption Observation Date, each of the corresponding dates specified in the table below subject to adjustment in accordance with the Business Day Convention.

Observation No.	Early Redemption Observation Date	Early Redemption Date	Early Redemption Level (% of Initial Reference Price)	Early Redemption Amount (% of Par)
1	7 July 2014	11 July 2014	100%	100.83%
2	6 August 2014	11 August 2014	98%	101.67%
3	8 September 2014	11 September 2014	96%	102.50%
4	6 October 2014	14 October 2014	94%	103.33%
5	6 November 2014	12 November 2014	92%	104.17%

**Additional Disruption Events:** Not Applicable

Implementation of Financial Transaction Tax: Not Applicable

## DISTRIBUTION

50. (i) If syndicated, names and addresses 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
- Not Applicable

efforts" basis if such entities are not the same as the Managers.)

(ii)	Date of Subscription Agreement:	Not Applicable
(iii)	Stabilising Manager(s) (if any):	Not Applicable
51.	If non-syndicated, name and address of Dealer:	Morgan Stanley & Co. International plc 25 Cabot Square London E14 4QA
52.	U.S. Selling Restrictions:	TEFRA D Not applicable
53.	Total commission and concession:	Not Applicable
54.	Additional selling restrictions:	Not Applicable

#### **PURPOSE OF PRICING SUPPLEMENT**

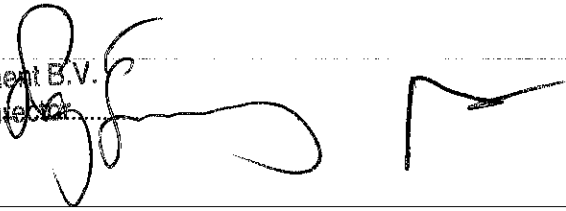
This Pricing Supplement comprises the pricing supplement required for the issue and admission to trading on the Global Exchange Market of the Irish Stock Exchange of the Notes described herein pursuant to the Regulation S Program for the Issuance of Notes, Series A and B, Warrants and Certificates of Morgan Stanley B.V.

**RESPONSIBILITY**

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

Signed on behalf of the Issuer:

By: ..... TMF Management B.V.  
..... Managing Director



Duly authorised

## PART B – OTHER INFORMATION

### 1. LISTING

Listing and admission to Trading: Application has been made by the Issuer (or on its behalf) for the Notes to be admitted to the Official List of the Irish Stock Exchange and trading on its Global Exchange Market with effect from on or about the Issue Date. No assurance can be given that such listing will be obtained or when such listing may take place.

Estimate of total expenses related to admission to trading: EUR 500

### 2. RATINGS

Ratings: The Notes will not be rated.

### 8. OPERATIONAL INFORMATION

ISIN Code: XS1070353625

Common Code: 107035362

New Global Note: No

Any clearing system(s) other than Euroclear Bank S.A./N.V. and 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): As per the Conditions

Names and addresses of additional Paying Agent(s) (if any): As per the Conditions

Intended to be held in a manner which would allow Eurosystem eligibility: No

## ANNEX

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, undertakings and acknowledgements:

- a) (i) you are purchasing the instruments as principal (and not as agent or in any other capacity); (ii) none of the Issuer, the Dealer or their affiliates is acting as a fiduciary or an advisor to it in respect of the instruments; (iii) you are not relying upon any representations made by the Issuer, 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 investments, hedging and trading decisions based upon your own judgement and upon any advice from such advisors as you have deemed necessary and not upon any view expressed by the Issuer or any of its affiliates or agents and (v) you are purchasing the instruments with a full understanding of the terms, conditions and risks thereof and you are capable of and willing to assume those risks;
- 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 product 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 product and that the product is suitable for those investors;
- c) you shall not make any representation or offer any warranty to investors regarding the product, 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 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 the 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 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;
- f) if you receive any fee, rebate or discount, you shall not be in breach of any Regulation or customer or contractual requirements or obligations and you shall, where required to do so (whether by any applicable Regulation, 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.

- g) you will be committed to purchase at the issue price stated in the term sheet for these Notes (or at the price otherwise agreed between us) instruments, when issued, in the agreed quantity and having terms, as provided in the definitive documentation, consistent with those in the term sheet (subject to any modifications agreed between us);
- h) we may enter into hedging or other arrangements in reliance upon your commitment, and, if you fail to comply with your commitment, your liability to us shall include liability for our costs and losses in unwinding such hedging or other arrangements;
- i) you agree and undertake to indemnify and hold harmless and keep indemnified and held harmless the Issuer, 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 to comply with any of the provisions set out in (a) to (h) above, or acting otherwise than as required or contemplated herein.
- j) You are not purchasing the Notes as an extension of credit to Morgan Stanley pursuant to a loan agreement entered into in the ordinary course of your trade or business.