

Notes issued pursuant to these Final Terms are securities to be listed under Listing Rule 19

Final Terms dated 23 November 2012

Morgan Stanley

Issue of USD 1,097,000 Equity-Linked Notes

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

The Base Prospectus referred to below (as completed by these Final Terms) 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**") (and any amendments, including Directive 2010/73/EU (the "**2010 PD Amending Directive**"), to the extent implemented in the 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.

THE NOTES ARE SENIOR UNSECURED OBLIGATIONS OF MORGAN STANLEY, AND ALL PAYMENTS ON THE NOTES, INCLUDING THE REPAYMENT OF PRINCIPAL, ARE SUBJECT TO THE CREDIT RISK OF MORGAN STANLEY. THE NOTES ARE NOT BANK DEPOSITS AND ARE NOT INSURED BY THE 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 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 IN THE UNITED STATES, AND ARE SUBJECT TO U.S. TAX LAW REQUIREMENTS. THE NOTES DESCRIBED HEREIN 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 (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 BASE PROSPECTUS DATED 7 JUNE 2012. 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 Final Terms 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 Base Prospectus dated 7 June 2012 and the supplement to the Base Prospectus dated 25 June 2012, which together constitute a base prospectus (the "**Base Prospectus**") for the purposes of the Prospectus Directive (Directive 2003/71/EC) (the "**Prospectus Directive**"). This document constitutes the Final Terms of the Notes described herein for the purposes of Article 5.4 of the Prospectus Directive and must be read in conjunction with such Base Prospectus. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Base Prospectuses. Copies of the Base Prospectuses are available from the offices of Morgan Stanley & Co. International plc at 25 Cabot Square, Canary Wharf, London, E14 4QA.

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 (the "Issuer") 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 or complete 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 Base Prospectus for a full detailed description of the Notes and in particular, please review the Risk Factors associated with these Notes.

TAX CONSIDERATIONS FOR NON-U.S. HOLDERS: A Non-U.S. holder will be subject to U.S. withholding tax unless the beneficial owner of the note (or a financial institution holding the note on behalf of the beneficial owner) furnishes a Form W-8BEN, on which the beneficial owner certifies under penalties of perjury that it is not a U.S. person. If withholding or deduction of taxes is required by law, payments on the notes will be made net of applicable withholding taxes, and we will not be required to pay any additional amounts to Non-U.S. holders with respect to any taxes withheld.

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 in Annex 2.

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 |
| | (ii) | Guarantor: | Not Applicable |
| 2. | (i) | Series Number: | 7201 |
| | (ii) | Tranche Number: | 1 |
| 3. | | Specified Currency or Currencies: | US Dollar ("USD") |
| 4. | | Aggregate Nominal Amount of the Notes: | |
| | (i) | Series: | USD 1,097,000 |
| | (ii) | Tranche: | USD 1,097,000 |
| 5. | | Issue Price | 100 per cent. of Par per Note |
| 6. | (i) | Specified Denominations (Par): | USD 1,000 subject to a minimum subscription amount of USD 50,000 |
| | (ii) | Calculation Amount: | USD 1,000 |
| 7. | (i) | Issue Date: | 23 November 2012 |

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|-------|-----------------------------|------------------|
| (ii) | Trade Date: | 15 November 2012 |
| (iii) | Interest Commencement Date: | Not Applicable |
| (iv) | Strike Date: | 15 November 2012 |
| (v) | Determination Date: | 15 November 2017 |
8. Maturity Date: 23 November 2017, subject to adjustment in accordance with the Following Business Day Convention, such that the Maturity Date will always be at least five Business Days following the Determination Date.
9. Interest Basis: Not Applicable
10. Redemption/Payment Basis: Equity-Linked Redemption
11. Change of Interest or Redemption/Payment Basis: Not Applicable
12. Put/Call Options: Not Applicable
- Redemption at the option of the Issuer: Not Applicable
- (Condition 16.7)
- Redemption at the option of the Noteholders: Not Applicable
- (Condition 16.9)
- Other Put/Call Options: Not Applicable
13. (i) Status of the Notes: Condition 4.1 applies
- (Condition 4)
- (ii) Status of the Guarantee: Not Applicable
14. Method of distribution: Non-syndicated

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

15. Fixed Rate Note Provisions: Not Applicable
- (Condition 5)
16. Floating Rate Note Provisions: Not Applicable
- (Condition 6)
17. Zero Coupon Note Provisions: Not Applicable
- (Condition 7)
18. Dual Currency-Linked Note Interest Provisions: Not Applicable
- (Condition 8)
19. Equity Linked Note Interest Provisions: Not Applicable

20. Commodity-Linked Note Interest Provisions: Not Applicable
21. Currency-Linked Note Interest Provisions: Not Applicable
22. Inflation-Linked Note Interest Provisions: Not Applicable
23. Credit-Linked Note Interest Provisions: Not Applicable
24. Property-Linked Note Interest Provisions: Not Applicable
25. Fund-Linked Note Interest Provisions: Not Applicable

PROVISIONS RELATING TO REDEMPTION

26. Call Option: Not Applicable
(Condition 16.7)
27. Put Option: Not Applicable
(Condition 16.9)
28. Final Redemption Amount of each Note: Linked Redemption Amount specified below
(Condition 16)
29. Dual Currency Redemption Provisions: Not Applicable
(Condition 8)
30. Equity-Linked Redemption Provisions: Applicable
(Condition 10)

(B) Index/Index Basket Notes:

- (i) Types of Notes: Index Basket Notes

Underlying Index Basket (the “**Underlying Indices**”, each an “**Underlying Index**”)

i	Underlying Index _i	BBG Code	Index Sponsor
1	S&P 500 Index	SPX Index	Standard & Poors Corporation
2	FTSE 100 Index	UKX Index	FTSE International Limited

- (ii) Exchange[s]: Each principal stock exchange on which a component of the Underlying Indices is listed.
- (iii) Related Exchange[s]: As specified in Condition 10.8
- (iv) Averaging Date[s]: Not Applicable
- (v) Observation Date: The Early Redemption Observation Dates and the

	Determination Date
(vi) Observation Period:	Not Applicable
(vii) Determination Time[s]:	As set out in Conditions
(viii) 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.
(ix) 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 Calculation Amount as determined by the Determination Agent as follows: 1. If, on the Determination Date, the Final Reference Price of both Underlying Indices is equal to or above 80 % of its Initial Reference Price: 154% of Par 2. If, on the Determination Date, the Final Reference Price of both Underlying Indices is equal to or above 65 % but below 80% of its Initial Reference Price: 100% of Par 3. If, on the Determination Date, the Final Reference Price of either Underlying Indices is below 65 % of its Initial Reference Price: Par * (Final Reference Price WPU_i / Index Initial Reference Price WPU_i) Where: “Final Reference Price” means the official closing level of the relevant Underlying Index_i on the Determination Date; “Initial Reference Price” means the official closing level of the relevant Underlying Index_i on the Strike Date; and “Worst Performing Underlying Index” (“WPU_i”) means the Underlying Index_i generating the lowest result based on the following computation as determined by the Determination Agent on the Determination Date: Final Reference Price_i / Initial Reference Price_i where i = 1 to 2; For the avoidance of doubt, if there is an equivalent result

for each Underlying Index, the Determination Agent shall determine the Worst Performing Underlying Index in its sole discretion.

(x) Provisions for determining Final Redemption Amount where calculation by reference to Index is impossible or impracticable or otherwise disrupted:

Determination Agent Determination

(xi) Weighting for each Index:

Not Applicable

(xii) Potential Adjustment Events:

As per the Conditions

(xiii) Additional Disruption Events:

Change in Law, Hedging Disruption and Increased Cost of Hedging shall apply.

(xiv) Other special terms and conditions:

Early Redemption:

If on an Early Redemption Observation Date, the official closing price of the Worst Performing Underlying Index is equal to or above the relevant Early Redemption Level, the Note will automatically redeem on the corresponding Early Redemption Payment Date at the Early Redemption Amount as specified in the table below;

Where:

“Early Redemption Observation Date”, “Early Redemption Level” and “Early Redemption Payment Date” means as specified in the table below:

Early Redemption Observation Date	Early Redemption Level (% of Initial Reference Level)	Early Redemption Date	Early Redemption Amount (% of Par)
15 November 2013	100	22 November 2013	110.8
17 November 2014	95	24 November 2014	121.6
16 November 2015	90	23 November 2015	132.4
15 November 2016	85	22 November 2016	143.2

In each case, Early Redemption Observation Dates are subject to adjustment in accordance with Condition 10 if any such day is not a Scheduled Trading Day or is a Disrupted Day. Early Redemption Payment Dates are subject to adjustment in accordance with the Following Business Day Convention.

“Business Day Convention” means Following; and

“Business Day” means London and New York.

31. Commodity-Linked Redemption Not Applicable

Provisions:

(Condition 11)

32. Currency-Linked Redemption Provisions: Not Applicable

(Condition 12)

33. Inflation-Linked Redemption Provisions: Not Applicable

(Condition 13)

34. Credit-Linked Redemption Provisions: Not Applicable

(Condition 20)

35. Property-Linked Redemption Provisions: Not Applicable

(Condition 14)

36. Fund-Linked Redemption Provisions: Not Applicable

(Condition 15)

37. a. Early Redemption Amount upon Event of Default (Condition 22): Means, in the case of acceleration of the Notes under Condition 22 (Events of Default), an amount determined by the Determination Agent, acting in good faith and in a commercially reasonable manner, as at 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 Notes), to be the amount that a Qualified Financial Institution would charge either to assume all of the Issuer's payment and other obligations with respect to such Notes as if no such Event of Default had occurred or to undertake obligations that would have the effect of preserving the economic equivalent of any payment by the Issuer to the Noteholder with respect to the Notes.

For the purposes of the above, "Qualified Financial Institution" means a financial institution organized under the laws of any jurisdiction in the United States of America, the European Union or Japan, which, as at the date the Determination Agent selects to determine the Early Redemption Amount, has outstanding debt obligations with a stated maturity of one year or less from the date of issue of such outstanding debt obligations and such financial institution is rated either:

- (1) A2 or higher by Standard & Poor's Ratings Services or any successor, or any other comparable rating then used by that rating agency, or
- (2) P-2 or higher by Moody's Investors Service, Inc. or any successor, or any other comparable rating then used by that rating agency, provided that, if no Qualified Financial Institution is reasonably available, then the Determination Agent shall select, in good faith and using a commercially reasonable discretion, a Qualified Financial Institution in the United States of

America, the European Union or Japan of a reputable standing.

b. Early Redemption Amount payable upon an event described in Condition 10/ 11/ 12/ 13/ 14/ 15 As provided in Condition 10/ 11/ 12/ 13/ 14/ 15

c. Early Redemption Amount upon Early Redemption:

(Conditions 16.2, 16.3, 16.5, 16.10 and 21)

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):

The fair value of such Note on such day as is selected by the Determination Agent acting in good faith and in a commercially reasonable manner, 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 acting in good faith and in a commercially reasonable manner.

38. Governing Law: English law

GENERAL PROVISIONS APPLICABLE TO THE NOTES

39. Form of Notes: Registered Notes:
(Condition 3) Global Note Certificate registered in the name of a nominee for the common depositary for Euroclear and Clearstream, Luxembourg, exchangeable for Individual Note Certificates in the limited circumstances described in the Global Note Certificate
40. Additional Business Centre(s) or other special provisions relating to Payment Dates: New York only
41. Talons for future Coupons or Receipts to be attached to Definitive Notes (and dates on which such Talons mature): No
42. 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
43. Details relating to Instalment Notes: amount of each instalment, date on which each payment is to be made: Not Applicable
44. Redenomination, renominatisation and reconventioning provisions: Not Applicable
45. Restrictions on free transferability of the Notes: None

46. Other final terms: Not Applicable

DISTRIBUTION

47. (i) If syndicated, names of Managers: Not Applicable
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.)

(ii) Date of [Subscription] Agreement: Not Applicable

(iii) Stabilising Manager(s) (if any): Not Applicable

48. If non-syndicated, name and address of Dealer: Morgan Stanley & Co. International plc
25 Cabot Square
London E14 4QA

49. U.S. Selling Restrictions: Reg. S Compliance Category

50. Non-exempt offer: Not Applicable

51. Total commission and concession: In connection with the offer and sale of the Notes, the Issuer or the Dealer will pay to Standard Bank Jersey Ltd. (the "**Distributor**") a one time or recurring distribution fee. The total distribution fees payable will not exceed 3.5%. The investor acknowledges and agrees that such fees will be retained by the Distributor. Further information is available from the Distributor upon request.

52. Additional selling restrictions: Not Applicable

PURPOSE OF FINAL TERMS

These Final Terms comprise the final terms required for issue and admission to trading on the London Stock Exchange's Regulated Market of the Notes described herein pursuant to the Program for the Issuance of Notes, Series A and B, Warrants and Certificates of Morgan Stanley.

RESPONSIBILITY

The Issuer accepts responsibility for the information contained in these Final Terms.

Signed on behalf of the Issuer:

By: 
.....

Duly authorised

Harald Herrmann
Authorised Signatory

PART B – OTHER INFORMATION

1. LISTING

Listing and admission to Trading: Application is expected to be made for the Notes to be admitted to trading on the London Stock Exchange's Regulated Market and to be listed on the Official List of the UK Listing Authority with effect from the Issue Date. No assurance can be given that such listing will be obtained.

2. RATINGS

Ratings: The Notes will not be rated.

3. OPERATIONAL INFORMATION

ISIN Code: XS0857443484

Common Code: 085744348

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): Not Applicable

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

ANNEX 1

STATEMENT CONCERNING THE UNDERLYING INDEX

FTSE 100 Index:

FTSE "TM" and "Footsie®" are trade marks of the London Stock Exchange Plc and The Financial Times Limited and are used by FTSE International Limited under licence. The FTSE Index is calculated by FTSE International Limited in conjunction with the Institute of Actuaries. FTSE International Limited accepts no liability in connection with the trading of any products on the Index." All copyright in the index values and constituent list vests in FTSE International Limited. Morgan Stanley & Co. International plc has obtained full license from FTSE International Limited to use such rights in the creation of this product.

S&P 500 Index:

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S&P DOES NOT GUARANTEE THE ACCURACY AND/OR THE COMPLETENESS OF THE S&P 500® INDEX OR ANY DATA INCLUDED THEREIN AND S&P SHALL HAVE NO LIABILITY FOR ANY ERRORS, OMISSIONS, OR INTERRUPTIONS THEREIN. S&P MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO RESULTS TO BE OBTAINED BY THE ISSUER, HOLDERS OF THE NOTES, OR ANY OTHER PERSON OR ENTITY FROM THE USE OF THE S&P 500® INDEX OR ANY DATA INCLUDED THEREIN. S&P MAKES NO EXPRESS OR IMPLIED WARRANTIES, AND EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE WITH RESPECT TO THE S&P 500® INDEX OR ANY DATA INCLUDED THEREIN. WITHOUT LIMITING ANY OF THE FOREGOING, IN NO EVENT SHALL S&P HAVE ANY LIABILITY FOR ANY SPECIAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES.

THE ISSUER ACCEPTS NO RESPONSIBILITY OR LIABILITY WHATSOEVER IN RESPECT OF ANY PERSON WHO MAY BE AFFECTED ADVERSELY OR OTHERWISE, WHETHER DIRECTLY OR INDIRECTLY, IN CONNECTION WITH ANY PURCHASE OR SALE OF, OR INVESTMENT IN NOTES, FOR ANY ACTIONS TAKEN OR ANY OMISSIONS RELATING TO THE S&P 500® INDEX INCLUDING, WITHOUT LIMITATION, CHANGES IN THE COMPOSITION OF THE S&P 500® INDEX, ALTERATIONS OR ERRORS IN THE METHODS OF CALCULATING THE S&P 500® INDEX, DELAY, TERMINATION, SUSPENSION OR INTERRUPTION OF THE S&P 500® INDEX ITSELF OR IN THE CALCULATION OR PUBLICATION OF THE S&P 500®, THE ACCURACY AND THE COMPLETENESS OF ANY COMPOSITION OF THE S&P 500® INDEX OR CALCULATION OF THE S&P 500® INDEX, ANY ACT OF FORCE MAJEURE OR OTHERWISE ON THE PART OF THE CORPORATIONS OR ANY SUCCESSOR SPONSOR.

ANNEX 2

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, the Guarantor (where applicable) 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 Base Prospectus and the Final Terms 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 (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.