

MORGAN STANLEY PRO BONO TERMS
Effective as of 8 August 2025 (last amended 8 August 2025)

1. **Engagement.** We both agree that these terms (and only these terms) govern all aspects of our provision of pro bono assistance (including any associated deliverables) to you as outlined in the engagement brief that links to these terms or to which they are attached. These terms prevail over anything that appears on your website or any order form, acknowledgement or confirmation you issue.
2. **Provision of Assistance.** We will use commercially reasonable endeavours to provide the assistance outlined in the engagement brief. You confirm that: (a) you are a non-for-profit organization, registered charity or charitable foundation in good standing and any deliverables will be used only to further your not-for-profit or charitable objectives; (b) you have all of the rights, licences and approvals required to grant us the right to use any materials you make available to us for the purposes of the engagement; and (c) you are not subject to any sanctions that restrict us from dealing with you. We both confirm that: (a) neither of us will, and will not permit any third party to, say or do anything that harms our reputation or business of the other or that of any member of our corporate group; and (b) we and our respective personnel will each comply with all relevant laws and regulations. Either of us may terminate the engagement between us on seven days' notice to the other or sooner if a regulatory reason requires.
3. **Acknowledgements.** You acknowledge that: (i) deliverables may be incomplete or need further development to incorporate into or use in connection with your systems; (ii) while you may use deliverables for your business purposes, use may be dependent on your obtaining necessary rights to certain third party software or data; and (iii) we are not obliged to provide technical or other support or updates to or in connection with any deliverables; but, if we do any of the above, or assist you with them, that will be on a strictly 'as is' basis. We do not provide legal, compliance, tax, accounting, financial services or other professional advice as part of any pro bono assistance. EXCEPT AS EXPRESSLY SET OUT IN THESE TERMS, NO IMPLIED WARRANTIES, CONDITIONS OR OTHER TERMS, INCLUDING ANY IMPLIED WARRANTIES OR CONDITIONS OF SATISFACTORY QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WILL APPLY TO ANYTHING PROVIDED BY US PURSUANT TO THESE TERMS. Neither of us is liable for indirect damages and any liability we do have is limited to \$10,000 (USD), in aggregate, but no exclusion or limitation applies to liability for death, personal injury, fraud, wilful misconduct or any other liability which may not be excluded or limited by law. We both agree that the above is reasonable given that the pro bono assistance we give is free of charge.
4. **Fees.** No fees or charges are due for the pro bono assistance we give. You are solely responsible for any expenses you incur.
5. **Confidentiality.** We will both keep secure and strictly confidential all information each of us obtains from the other in the course of or in connection with the engagement (whether before or after entering into the engagement), whether in oral, written or other form, and use it only for the purposes of the engagement. You will not disclose any personal data to us unless expressly agreed in advance and then only on condition that you have consent of the relevant individuals, where required. We both agree to comply with applicable data protection laws.
6. **Intellectual Property.** We give you permission, for the duration of engagement, to display and use the Morgan Stanley name (in accordance with our [Logo Usage Guidelines](#)), solely to recognise our pro bono assistance, provided you give us reasonable opportunity to review each proposed use beforehand. This permission is non-transferable and non-exclusive and we may withdraw it at any time. You grant us and the members of our corporate group permission to use your name and logo (and, if relevant, your mission statement and any general information regarding the relevant endeavour/initiative/project), including on our internal and external website(s) and social media channel(s) and in hyperlinks to your website(s) and social media channel(s), solely to publicise our pro bono assistance. Each of us will retain all our respective rights, ownership and interest in the portion of any deliverables or other materials we each prepare, develop or deliver in the course of the engagement.
7. **Independent Contractor.** We both acknowledge that we are acting as independent contractors, and not creating a partnership or joint venture relationship between us or any members of our respective corporate groups.
8. **Other terms.** We both agree that any disputes between us will be dealt with as follows:
If your main business address is in any country in the Americas: only in the courts of the state of New York, under New York law (without regard to its choice of laws principles).
If your main business address is in any country in Europe, Middle East or Africa: only in the courts of England, under English law.
If your main business address is in any country in Asia or Australasia: only by arbitration administered by the Hong Kong International Arbitration Centre under the HKIAC Administered Arbitration Rules, applying Hong Kong law.