

MORGAN STANLEY
Form 424B2
September 25, 2018

October 2018

Preliminary Pricing Supplement No. 1,015
Registration Statement Nos. 333-221595; 333-221595-01
Dated September 25, 2018
Filed pursuant to Rule 424(b)(2)

Morgan Stanley Finance LLC

Structured Investments

Opportunities in U.S. Equities

Callable Contingent Income Securities due October 24, 2023

Payments on the Securities Based on the Worst Performing of the Russell 2000® Index, the NASDAQ-100® Index and the Dow Jones Industrial AverageSM

Fully and Unconditionally Guaranteed by Morgan Stanley

Principal at Risk Securities

The securities offered are unsecured obligations of Morgan Stanley Finance LLC (“MSFL”) and are fully and unconditionally guaranteed by Morgan Stanley. The securities have the terms described in the accompanying prospectus supplement, index supplement and prospectus, as supplemented or modified by this document. The securities do not guarantee the repayment of principal and do not provide for the regular payment of interest. Instead, the securities will pay a contingent monthly coupon **but only if** the index closing value of **each of the Russell 2000® Index, the NASDAQ-100® Index and the Dow Jones Industrial AverageSM** on the related observation date is **at or above 70% of its respective initial index value**, which we refer to as the respective coupon barrier level. If the index closing value **of any** underlying index is less than the coupon barrier level for such index on any observation date, we will pay no interest for the related monthly period. In addition, beginning on October 24, 2019, **we will have the right to redeem the securities at our discretion on any quarterly redemption date** for a redemption payment equal to the sum of the stated principal amount plus any contingent monthly coupon otherwise due with respect to the related observation date. An early redemption of the securities will be at our discretion and will not automatically occur based on the performance of the underlying index. At maturity, if the securities have not previously been redeemed and the final index value of **each** underlying index is greater than or equal to 70% of the respective initial index value, which we refer to as the downside threshold level, the payment at maturity will be the stated principal amount and the related contingent monthly coupon. If, however, the final index value of **any** underlying index is less than its downside threshold level, investors will be exposed to the decline in the worst performing underlying index on a 1-to-1 basis and will receive a payment at maturity that is less than 70% of the stated principal amount of the securities and could be zero. **Accordingly, investors in the securities must be willing to accept the risk of losing their entire initial investment based on the performance of any underlying index and also the risk of not receiving any monthly coupons during the entire five-year term of the securities.** Because payments on the securities are based on the worst performing of the underlying indices, a decline beyond the respective coupon barrier level and/or respective downside threshold level, as applicable, of **any** underlying index will result in few or no contingent monthly coupons and/or a significant loss of your investment, as applicable, even if the other underlying

indices have appreciated or have not declined as much. Investors will not participate in any appreciation in any underlying index. These long-dated securities are for investors who are willing to risk their principal and seek an opportunity to earn interest at a potentially above-market rate in exchange for the risk of receiving no monthly interest if **any underlying index** closes below the coupon barrier level for such index on the observation dates, and the risk of an early redemption of the securities at our discretion. The securities are notes issued as part of MSFL's Series A Global Medium-Term Notes program.

All payments are subject to our credit risk. If we default on our obligations, you could lose some or all of your investment. These securities are not secured obligations and you will not have any security interest in, or otherwise have any access to, any underlying reference asset or assets.

SUMMARY TERMS

Issuer:	Morgan Stanley Finance LLC
Guarantor:	Morgan Stanley
Underlying indices:	Russell 2000 [®] Index (the "RTY Index"), the NASDAQ-100 Index ("the NDX Index") and Dow Jones Industrial Average SM (the "INDU Index")
Aggregate principal amount:	\$
Stated principal amount:	\$1,000 per security
Issue price:	\$1,000 per security (see "Commissions and issue price" below)
Pricing date:	October 19, 2018
Original issue date:	October 24, 2018 (3 business days after the pricing date)
Maturity date:	October 24, 2023
Optional early redemption:	Beginning on October 24, 2019, we will have the right to redeem the securities, at our discretion , in whole but not in part, on any quarterly redemption date for the redemption payment. If we decide to redeem the securities, we will give you notice at least 3 business days before the redemption date specified in the notice. No further payments will be made on the securities once they have been redeemed.
Contingent monthly coupon:	If, on any observation date, the index closing value of each underlying index is greater than or equal to its respective coupon barrier level, we will pay a contingent monthly coupon at the following annual rates: <ul style="list-style-type: none"> • from and including the original issue date to but excluding October 24, 2019: 6.00% <i>(corresponding to approximately \$5.00 per month per security)</i> • from and including October 24, 2019 to but excluding October 22, 2020: 7.00% <i>(corresponding to approximately \$5.833 per month per security)</i> • from and including October 22, 2020 to but excluding October 22, 2021: 8.00% <i>(corresponding to approximately \$6.667 per month per security)</i> • from and including October 22, 2021 to but excluding October 24, 2022: 9.00% <i>(corresponding to approximately \$7.50 per month per security)</i> • from and including October 24, 2022 to but excluding the maturity date: 10.00% <i>(corresponding to approximately \$8.333 per month per security)</i>

If, on any observation date, the closing value of **any underlying index** is **less than** the coupon barrier level for such index, no contingent monthly coupon will be paid with respect to that observation date. **It is possible that one or more underlying indices will remain below the respective coupon barrier level(s) for extended periods of time or even throughout the entire term of the securities so that you will receive few or no contingent monthly coupons.**

If the securities have not previously been redeemed, investors will receive on the maturity date a payment at maturity determined as follows:

Payment at maturity:

If the final index value of **each** underlying index is **greater than or equal to** its respective downside threshold level: the stated principal amount and the contingent monthly coupon with respect to the final observation date.

If the final index value of **any** underlying index is **less than** its respective downside threshold level: (i) the stated principal amount *multiplied by* (ii) the index performance factor of the worst performing underlying index. Under these circumstances, the payment at maturity will be less than 70% of the stated principal amount of the securities and could be zero.

Terms continued on the following page

Agent:

Morgan Stanley & Co. LLC (“MS & Co.”), an affiliate of MSFL and a wholly owned subsidiary of Morgan Stanley. See “Supplemental information regarding plan of distribution; conflicts of interest.”

Estimated value on the pricing date:

Approximately \$940.40 per security, or within \$30.00 of that estimate. See “Investment Overview” beginning on page 3.

Commissions and issue price: Price to public Agent’s commissions⁽¹⁾ Proceeds to us⁽²⁾

Per security	\$1,000	\$	\$
Total	\$	\$	\$

We are also offering, pursuant to Preliminary Terms No. 1,016, a separate issuance of securities, being sold only to fee-based advisory accounts, with terms similar to those of this issuance but with lower coupon barrier levels and downside threshold levels.

Selected dealers and their financial advisors will collectively receive from the agent, MS & Co., a fixed sales commission of \$ for each security they sell. See “Supplemental information regarding plan of distribution; conflicts of interest.” For additional information, see “Plan of Distribution (Conflicts of Interest)” in the accompanying prospectus supplement.

(2) See “Use of proceeds and hedging” on page 30.

The securities involve risks not associated with an investment in ordinary debt securities. See “Risk Factors” beginning on page 11.

The Securities and Exchange Commission and state securities regulators have not approved or disapproved these securities, or determined if this document or the accompanying prospectus supplement, index supplement and prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

The securities are not deposits or savings accounts and are not insured by the Federal Deposit Insurance Corporation or any other governmental agency or instrumentality, nor are they obligations of, or guaranteed by, a bank.

You should read this document together with the related prospectus supplement, index supplement and prospectus, each of which can be accessed via the hyperlinks below. Please also see “Additional Information About the Securities” at the end of this document.

References to “we,” “us” and “our” refer to Morgan Stanley or MSFL, or Morgan Stanley and MSFL collectively, as the context requires.

Prospectus Supplement dated November 16, 2017 Index Supplement dated November 16, 2017 Prospectus dated November 16, 2017

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Principal at Risk Securities

Terms continued from previous page:

Redemption payment:	The redemption payment will be an amount equal to (i) the stated principal amount <i>plus</i> (ii) any contingent monthly coupon otherwise due with respect to the related observation date.
Redemption dates:	Quarterly, on October 24, 2019, January 24, 2020, April 23, 2020, July 23, 2020, October 22, 2020, January 22, 2021, April 22, 2021, July 22, 2021, October 22, 2021, January 24, 2022, April 22, 2022, July 22, 2022, October 24, 2022, January 24, 2023, April 24, 2023 and July 24, 2023. If any such day is not a business day, the redemption payment will be made on the next succeeding business day and no adjustment will be made to any redemption payment made on that succeeding business day. With respect to the RTY Index: _____, which is the index closing value of such index on the pricing date
Initial index value:	With respect to the NDX Index: _____, which is the index closing value of such index on the pricing date With respect to the INDU Index: _____, which is the index closing value of such index on the pricing date
Final index value:	With respect to each underlying index, the respective index closing value on the final observation date
Worst performing underlying index:	The underlying index with the largest percentage decrease from the respective initial index value to the respective final index value
Index performance factor:	Final index value <i>divided by</i> the initial index value With respect to the RTY Index: _____, which is 70% of the initial index value for such index
Coupon barrier level:	With respect to the NDX Index: _____, which is 70% of the initial index value for such index With respect to the INDU Index: _____, which is 70% of the initial index value for such index With respect to the RTY Index: _____, which is 70% of the initial index value for such index
Downside threshold level:	With respect to the NDX Index: _____, which is 70% of the initial index value for such index With respect to the INDU Index: _____, which is 70% of the initial index value for such index
Coupon payment dates:	Monthly, as set forth under “Observation Dates and Coupon Payment Dates” below. If any such day is not a business day, that contingent monthly coupon, if any, will be paid on the next succeeding business day and no adjustment will be made to any coupon payment made on that succeeding business day; <i>provided further</i> that the contingent monthly coupon, if any, with respect to the final observation date shall be paid on the maturity date.
Observation dates:	Monthly, as set forth under “Observation Dates and Coupon Payment Dates” below, subject to postponement for non-index business days and certain market disruption events. We also refer to October 19, 2023 as the final observation date.

CUSIP / ISIN: 61768DEG5 / US61768DEG51**Listing:** The securities will not be listed on any securities exchange.

Observation Dates and Coupon Payment Dates

Observation Dates	Coupon Payment Dates	Observation Dates	Coupon Payment Dates
11/19/2018	11/23/2018	5/19/2021	5/24/2021
12/19/2018	12/24/2018	6/21/2021	6/24/2021
1/22/2019	1/25/2019	7/19/2021	7/22/2021
2/19/2019	2/22/2019	8/19/2021	8/24/2021
3/19/2019	3/22/2019	9/20/2021	9/23/2021
4/22/2019	4/25/2019	10/19/2021	10/22/2021
5/20/2019	5/23/2019	11/19/2021	11/24/2021
6/19/2019	6/24/2019	12/20/2021	12/23/2021
7/19/2019	7/24/2019	1/19/2022	1/24/2022
8/19/2019	8/22/2019	2/22/2022	2/25/2022
9/19/2019	9/24/2019	3/21/2022	3/24/2022
10/21/2019	10/24/2019	4/19/2022	4/22/2022
11/19/2019	11/22/2019	5/19/2022	5/24/2022
12/19/2019	12/24/2019	6/20/2022	6/23/2022
1/21/2020	1/24/2020	7/19/2022	7/22/2022
2/19/2020	2/24/2020	8/19/2022	8/24/2022
3/19/2020	3/24/2020	9/19/2022	9/22/2022
4/20/2020	4/23/2020	10/19/2022	10/24/2022
5/19/2020	5/22/2020	11/21/2022	11/25/2022
6/19/2020	6/24/2020	12/19/2022	12/22/2022
7/20/2020	7/23/2020	1/19/2023	1/24/2023
8/19/2020	8/24/2020	2/21/2023	2/24/2023
9/21/2020	9/24/2020	3/20/2023	3/23/2023
10/19/2020	10/22/2020	4/19/2023	4/24/2023
11/19/2020	11/24/2020	5/19/2023	5/24/2023
12/21/2020	12/24/2020	6/19/2023	6/22/2023
1/19/2021	1/22/2021	7/19/2023	7/24/2023
2/19/2021	2/24/2021	8/21/2023	8/24/2023
3/19/2021	3/24/2021	9/19/2023	9/22/2023
4/19/2021	4/22/2021	10/29/2023 (final observation date)	9/24/2023 (maturity date)

Morgan Stanley Finance LLC

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Principal at Risk Securities

Investment Overview

Callable Contingent Income Securities

Principal at Risk Securities

Callable Contingent Income Securities due October 24, 2023 Payments on the Securities Based on the Worst Performing of the Russell 2000® Index, the NASDAQ-100® Index and the Dow Jones Industrial AverageSM (the “securities”) do not guarantee the repayment of principal and do not provide for the regular payment of interest. Instead, the securities will pay a contingent monthly coupon **but only if** the index closing value of **each of the Russell 2000® Index, the NASDAQ-100® Index and the Dow Jones Industrial AverageSM** (which we refer to together as the “underlying indices”) is **at or above** 70% of its respective initial index value, which we refer to as the respective coupon barrier level, on the related observation date. If the index closing value **of any underlying index** is less than the coupon barrier level for such index on any observation date, we will pay no coupon for the related monthly period. The contingent coupon, if any, will be paid at an annual rate of (i) from and including the original issue date to but excluding October 24, 2019: 6.00%, (ii) from and including October 24, 2019 to but excluding October 22, 2020: 7.00%, (iii) from and including October 22, 2020 to but excluding October 22, 2021: 8.00%, (iv) from and including October 22, 2021 to but excluding October 24, 2022: 9.00% and (v) from and including October 24, 2022 to but excluding the maturity date: 10.00%. It is possible that the index closing value of one or more underlying indices will remain below the respective coupon barrier level(s) for extended periods of time or even throughout the entire term of the securities so that you will receive few or no contingent monthly coupons during the entire five-year term of the securities. Even if an underlying index were to be at or above the coupon barrier level for such index on some monthly observation dates, it may fluctuate below the coupon barrier level on others. In addition, even if one underlying index were to be at or above the coupon barrier level for such index on all monthly observation dates, you will receive a contingent monthly coupon only with respect to the observation dates on which the other underlying indices are also at or above their respective coupon barrier levels, if any. In addition, beginning on October 24, 2019, **we will have the right to redeem the securities at our discretion** on any quarterly redemption date for the redemption payment equal to the sum of the stated principal amount plus any contingent monthly coupon otherwise due with respect to the related observation date. An early redemption of the securities will be at our discretion and will not automatically occur based on the performance of the underlying indices. At maturity, if the securities have not been previously redeemed and if the final index value of **each** underlying index is greater than or equal to 70% of the respective initial index value, which we refer to as the downside threshold level, the payment at maturity will be the stated principal amount and the related contingent monthly coupon. If, however, the final index value of **any** underlying index is less than its downside threshold level, investors will be exposed to the decline in the worst performing underlying index on a 1-to-1 basis and will receive a payment at maturity that is less than 70% of the stated principal amount of the securities and could be zero. **Accordingly, investors in the securities must be willing to accept the risk of losing their entire initial investment based on the performance of any index and also the risk of not receiving any monthly coupons throughout the entire term of the securities.**

Maturity: 5 years, unless redeemed earlier at our discretion
If, on any observation date, the index closing value of **each underlying index** is **greater than or equal to** its respective coupon barrier level, we will pay a contingent monthly coupon on the related contingent coupon payment date at the following rates:

- from and including the original issue date to but excluding October 24, 2019: 6.00%
(corresponding to approximately \$5.00 per month per security)

- from and including October 24, 2019 to but excluding October 22, 2020: 7.00%
(corresponding to approximately \$5.833 per month per security)

Contingent monthly coupon: from and including October 22, 2020 to but excluding October 22, 2021: 8.00%
(corresponding to approximately \$6.667 per month per security)

- from and including October 22, 2021 to but excluding October 24, 2022: 9.00%
(corresponding to approximately \$7.50 per month per security)

- from and including October 24, 2022 to but excluding the maturity date: 10.00%
(corresponding to approximately \$8.333 per month per security)

If, on any observation date, the closing value of **any underlying index** is **less than** the coupon barrier level for such index, no contingent monthly coupon will be paid with respect to that observation date. **It is possible that one or more underlying indices will remain below the respective coupon barrier level(s) for extended periods of time or even throughout the entire term of the securities so that you will receive few or no contingent monthly coupons.**

Early redemption at the option of the issuer: Beginning on October 24, 2019, we have the right to redeem the securities on any quarterly redemption date for an early redemption payment equal to the stated principal amount plus any contingent monthly coupon otherwise due with respect to the related observation date. Any early redemption of the securities will be at our discretion and

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Principal at Risk Securities

will not automatically occur based on the performance of the underlying indices. It is more likely that we will redeem the securities when it would otherwise be advantageous for you to continue to hold the securities. As such, we will be more likely to redeem the securities when the index closing value of each underlying index on the observation dates is at or above its respective coupon barrier level, which would otherwise result in an amount of interest payable on the securities that is greater than instruments of a comparable maturity and credit rating trading in the market. In other words, we will be more likely to redeem the securities at a time when the securities are paying an above-market coupon. If the securities are redeemed prior to maturity, you will receive no more contingent monthly coupon payments, may be forced to invest in a lower interest rate environment and may not be able to reinvest at comparable terms or returns.

On the other hand, we will be less likely to exercise our redemption right when the index closing value of any underlying index is below its respective coupon barrier level and/or when the final index value of any underlying index is expected to be below the downside threshold level, such that you will receive no contingent monthly coupons and/or that you will suffer a significant loss on your initial investment in the securities at maturity. Therefore, if we do not exercise our redemption right, it is more likely that you will receive few or no contingent monthly coupons and suffer a significant loss at maturity.

If the securities have not previously been redeemed, investors will receive on the maturity date a payment at maturity determined as follows:

Payment at maturity: If the final index value of **each** underlying index is **greater than or equal to** its respective downside threshold level: the stated principal amount and the contingent monthly coupon with respect to the final observation date.

If the final index value of **any** underlying index is **less than** its respective downside threshold level: (i) the stated principal amount *multiplied by* (ii) the index performance factor of the worst performing underlying index. Under these circumstances, the payment at maturity will be less than 70% of the stated principal amount of the securities and could be zero.

We are using this preliminary pricing supplement to solicit from you an offer to purchase the securities. You may revoke your offer to purchase the securities at any time prior to the time at which we accept such offer by notifying the relevant agent. We reserve the right to change the terms of, or reject any offer to purchase, the securities prior to their issuance. In the event of any material changes to the terms of the securities, we will notify you.

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Morgan Stanley clients may contact their local Morgan Stanley branch office or our principal executive offices at 1585 Broadway, New York, New York 10036 (telephone number (866) 477-4776). All other clients may contact their local brokerage representative. Third-party distributors may contact Morgan Stanley Structured Investment Sales at (800) 233-1087.

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Principal at Risk Securities

The original issue price of each security is \$1,000. This price includes costs associated with issuing, selling, structuring and hedging the securities, which are borne by you, and, consequently, the estimated value of the securities on the pricing date will be less than \$1,000. We estimate that the value of each security on the pricing date will be approximately \$940.40, or within \$30.00 of that estimate. Our estimate of the value of the securities as determined on the pricing date will be set forth in the final pricing supplement.

What goes into the estimated value on the pricing date?

In valuing the securities on the pricing date, we take into account that the securities comprise both a debt component and a performance-based component linked to the underlying indices. The estimated value of the securities is determined using our own pricing and valuation models, market inputs and assumptions relating to the underlying indices, instruments based on the underlying indices, volatility and other factors including current and expected interest rates, as well as an interest rate related to our secondary market credit spread, which is the implied interest rate at which our conventional fixed rate debt trades in the secondary market.

What determines the economic terms of the securities?

In determining the economic terms of the securities, including the contingent monthly coupon rate, the coupon barrier levels and the downside threshold levels, we use an internal funding rate, which is likely to be lower than our secondary market credit spreads and therefore advantageous to us. If the issuing, selling, structuring and hedging costs borne by you were lower or if the internal funding rate were higher, one or more of the economic terms of the securities would be more favorable to you.

What is the relationship between the estimated value on the pricing date and the secondary market price of the securities?

The price at which MS & Co. purchases the securities in the secondary market, absent changes in market conditions, including those related to the underlying indices, may vary from, and be lower than, the estimated value on the pricing date, because the secondary market price takes into account our secondary market credit spread as well as the bid-offer spread that MS & Co. would charge in a secondary market transaction of this type and other factors. However, because the costs associated with issuing, selling, structuring and hedging the securities are not fully deducted upon issuance, for a period of up to 6 months following the issue date, to the extent that MS & Co. may

buy or sell the securities in the secondary market, absent changes in market conditions, including those related to the underlying indices, and to our secondary market credit spreads, it would do so based on values higher than the estimated value. We expect that those higher values will also be reflected in your brokerage account statements.

MS & Co. may, but is not obligated to, make a market in the securities, and, if it once chooses to make a market, may cease doing so at any time.

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Principal at Risk Securities

Key Investment Rationale

The securities do not provide for the regular payment of interest and instead will pay a contingent monthly coupon **but only if** the index closing value of **each underlying index** is **at or above 70%** of its initial index value, which we refer to as the respective coupon barrier level, on the related observation date. These securities are for investors who are willing to risk their principal and seek an opportunity to earn interest at a potentially above-market rate in exchange for the risk of receiving no monthly interest if any underlying index closes below the coupon barrier level for such index on the observation dates, and the risk of an early redemption of the securities at our discretion. The following scenarios are for illustration purposes only to demonstrate how the payment at maturity and contingent monthly coupon (if the securities have not previously been redeemed) are determined, and do not attempt to demonstrate every situation that may occur. Accordingly, the securities may or may not be redeemed by us at our discretion, the contingent monthly coupon may be payable with respect to none of, or some but not all of, the monthly periods, and the payment at maturity may be less than 70% of the stated principal amount and could be zero. Investors will not participate in any appreciation in any underlying index.

Scenario 1: The securities are redeemed prior to maturity.

This scenario assumes that we redeem the securities at our discretion prior to the maturity date on one of the quarterly redemption dates, starting on October 24, 2019, one year after the original issue date, for the redemption payment equal to the stated principal amount *plus* any contingent monthly coupon with respect to the relevant observation date, as applicable. Prior to the optional early redemption, each underlying index closes at or above its respective coupon barrier level on some or all of the monthly observation dates. In this scenario, investors receive the contingent monthly coupon with respect to each such observation date, but not for the monthly periods for which one of all three underlying indices close below the respective coupon barrier level on the related observation date. No further payments will be made on the securities once they have been redeemed.

Scenario 2: The securities are not redeemed prior to maturity, and investors receive principal back at maturity.

This scenario assumes that we do not exercise our redemption right on any of the quarterly redemption dates, and, as a result, investors hold the securities to maturity. During the term of the securities, each underlying index closes at or above its respective coupon barrier level on some monthly observation dates, but one or more underlying indices close below the respective coupon barrier level(s) for such index on the others. Investors will receive the contingent monthly coupon for the monthly periods for which the index closing value of each underlying index is at or above its respective coupon barrier level on the related observation date, but not for the monthly periods for which one or more underlying indices close below the respective coupon barrier level(s) on the related observation date. On the final observation date, each underlying index closes at or above its downside threshold level. At maturity, investors receive the stated principal amount and the contingent monthly coupon with respect to the final observation date.

Scenario 3: The securities are not redeemed prior to maturity, and

This scenario assumes that we do not exercise our redemption right on any of the quarterly redemption dates, and, as a result, investors hold the securities to maturity. During the term of the securities, one or more underlying indices close below the respective coupon barrier level(s) on every monthly observation date. Since one or more underlying indices close below the respective

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investors suffer a substantial loss of principal at maturity. coupon barrier level(s) on every monthly observation date, investors do not receive any contingent monthly coupon. On the final observation date, one or more underlying indices close below the respective downside threshold level(s). At maturity, investors will receive an amount equal to the stated principal amount multiplied by the index performance factor of the worst performing underlying index. Under these circumstances, the payment at maturity will be less than 70% of the stated principal amount and could be zero.

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Principal at Risk Securities

Underlying Indices Summary

Russell 2000® Index

The Russell 2000® Index is an index calculated, published and disseminated by FTSE Russell, and measures the composite price performance of stocks of 2,000 companies incorporated in the U.S. and its territories. All 2,000 stocks are traded on a major U.S. exchange and are the 2,000 smallest securities that form the Russell 3000® Index. The Russell 3000® Index is composed of the 3,000 largest U.S. companies as determined by market capitalization and represents approximately 98% of the U.S. equity market. The Russell 2000® Index consists of the smallest 2,000 companies included in the Russell 3000® Index and represents a small portion of the total market capitalization of the Russell 3000® Index. The Russell 2000® Index is designed to track the performance of the small capitalization segment of the U.S. equity market.

Information as of market close on September 24, 2018:

Bloomberg Ticker Symbol:	RTY
Current Index Value:	1,705.318
52 Weeks Ago:	1,451.958
52 Week High (on 8/31/2018):	1,740.753
52 Week Low (on 9/25/2017):	1,451.958

For additional information about the Russell 2000® Index, see the information set forth under “Russell 2000® Index” in the accompanying index supplement. Furthermore, for additional historical information, see “Russell 2000® Index Historical Performance” below.

NASDAQ-100® Index

The NASDAQ-100 Index®, which is calculated, maintained and published by Nasdaq, Inc., is a modified capitalization-weighted index of 100 of the largest and most actively traded equity securities of non-financial companies listed on The Nasdaq Stock Market LLC. The NASDAQ-100 Index includes companies across a variety of major industry groups. At any moment in time, the value of the NASDAQ-100 Index equals the aggregate value of the

then-current NASDAQ-100 Index share weights of each of the NASDAQ-100 Index component securities, which are based on the total shares outstanding of each such NASDAQ-100 Index component security, multiplied by each such security's respective last sale price on NASDAQ (which may be the official closing price published by NASDAQ), and divided by a scaling factor, which becomes the basis for the reported NASDAQ-100 Index value. For additional information about the NASDAQ-100 Index[®], see the information set forth under "NASDAQ-100 Index[®]" in the accompanying index supplement.

Information as of market close on September 24, 2018:

Bloomberg Ticker Symbol:	NDX
Current Index Value:	7,548.750
52 Weeks Ago:	5,867.348
52 Week High (on 8/29/2018):	7,660.180
52 Week Low (on 9/25/2017):	5,867.348

Dow Jones Industrial AverageSM

The Dow Jones Industrial AverageSM is a price-weighted index composed of 30 common stocks that is published by S&P Dow Jones Indices LLC, the marketing name and a licensed trademark of CME Group Index Services LLC, as representative of the broad market of U.S. industry.

Information as of market close on September 24, 2018:

Bloomberg Ticker Symbol:	INDU
Current Index Value:	26,562.05
52 Weeks Ago:	22,296.09
52 Week High (on 9/21/2018):	26,743.50
52 Week Low (on 9/26/2017):	22,284.32

For additional information about the Dow Jones Industrial AverageSM, see the information set forth under "Dow Jones Industrial AverageSM" in the accompanying index supplement. Furthermore, for additional historical information, see "Dow Jones Industrial AverageSM Historical Performance" below.

Morgan Stanley Finance LLC

Callable Contingent Income Securities due October 24, 2023

Payments on the Securities Based on the Worst Performing of the Russell 2000® Index, the NASDAQ-100® Index and the Dow Jones Industrial AverageSM

Principal at Risk Securities

Hypothetical Examples

The following hypothetical examples illustrate how to determine whether a contingent monthly coupon is paid with respect to an observation date and how to calculate the payment at maturity. The following examples are for illustrative purposes only. Whether you receive a contingent monthly coupon will be determined by reference to the index closing value of each underlying index on each monthly observation date, and the amount you will receive at maturity, if any, will be determined by reference to the final index value of each underlying index on the final observation date. Any early redemption of the securities will be at our discretion. The actual initial index value, coupon barrier level and downside threshold level for each underlying index will be determined on the pricing date. All payments on the securities, if any, are subject to our credit risk. The below examples are based on the following terms:

If, on any observation date, the index closing value of **each underlying index** is **greater than or equal to** its respective coupon barrier level, we will pay a contingent monthly coupon on the related contingent coupon payment date at the following monthly rates:

- from and including the original issue date to but excluding October 24, 2019: 6.00% (corresponding to approximately \$5.00 per month per security)
- from and including October 24, 2019 to but excluding October 22, 2020: 7.00% (corresponding to approximately \$5.833 per month per security)
- from and including October 22, 2020 to but excluding October 22, 2021: 8.00% (corresponding to approximately \$6.667 per month per security)
- from and including October 22, 2021 to but excluding October 24, 2022: 9.00% (corresponding to approximately \$7.50 per month per security)
- from and including October 24, 2022 to but excluding the maturity date: 10.00% (corresponding to approximately \$8.333 per month per security)

Contingent Monthly Coupon:

If, on any observation date, the closing value of **any underlying index** is **less than** the coupon barrier level for such index, no contingent monthly coupon will be paid with respect to that observation date. **It is possible that one or more underlying indices will remain below the respective coupon barrier level(s) for extended periods of time or even throughout the entire term of the securities so that you will receive few or no contingent monthly coupons.**

Optional Early Redemption:

Beginning on October 24, 2019, we will have the right to redeem the securities at our discretion on any quarterly redemption date for a redemption payment equal to the stated principal amount plus any contingent monthly coupon otherwise due with respect to the

related observation date. **If the securities are redeemed prior to maturity, you will receive no more contingent monthly coupon payments, may be forced to invest in a lower interest rate environment and may not be able to reinvest at comparable terms or returns.**

If the final index value of **each** underlying index is **greater than or equal to** its respective downside threshold level: the stated principal amount and the contingent monthly coupon with

Payment at Maturity (if respect to the final observation date.

the securities have not

been redeemed early at If the final index value of **any** underlying index is **less than** its respective downside threshold level: (i) the stated principal amount *multiplied by* (ii) the index performance factor of the worst performing underlying index. Under these circumstances, the payment at maturity will be less than 70% of the stated principal amount of the securities and could be zero.

Stated Principal Amount:

\$1,000

With respect to the RTY Index: 1,200

Hypothetical Initial Index Value:

With respect to the NDX Index: 7,400

With respect to the INDU Index: 25,000

With respect to the RTY Index: 840, which is 70% of the hypothetical initial index value for such index

Hypothetical Coupon Barrier Level:

With respect to the NDX Index: 5,180, which is 70% of the hypothetical initial index value for such index

With respect to the INDU Index: 17,500, which is 70% of the hypothetical initial index value for such index

With respect to the RTY Index: 840, which is 70% of the hypothetical initial index value for such index

Hypothetical Downside Threshold Level: With respect to the NDX Index: 5,180, which is 70% of the hypothetical initial index value for such index

With respect to the INDU Index: 17,500, which is 70% of the hypothetical initial index value for such index

* The actual monthly coupon will be an amount determined by the calculation agent based on the number of days in the applicable payment period, calculated on a 30/360 basis.

Morgan Stanley Finance LLC

Callable Contingent Income Securities due October 24, 2023**Payments on the Securities Based on the Worst Performing of the Russell 2000® Index, the NASDAQ-100® Index and the Dow Jones Industrial AverageSM****Principal at Risk Securities**

How to determine whether a contingent monthly coupon is payable with respect to an observation date (if the securities have not been previously redeemed):

	Index Closing Value			Contingent Monthly Coupon
	RTY Index	NDX Index	INDU Index	
Hypothetical Observation Date 1	950 (at or above coupon barrier level)	6,000 (at or above coupon barrier level)	19,000 (at or above coupon barrier level)	Paid at the applicable rate
Hypothetical Observation Date 2	1,200 (at or above coupon barrier level)	8,000 (at or above coupon barrier level)	13,500 (below coupon barrier level)	\$0
Hypothetical Observation Date 3	600 (below coupon barrier level)	7,500 (at or above coupon barrier level)	18,500 (at or above coupon barrier level)	\$0
Hypothetical Observation Date 4	500 (below coupon barrier level)	3,000 (below coupon barrier level)	12,750 (below coupon barrier level)	\$0

On hypothetical observation date 1, RTY Index, the NDX Index and the INDU Index all close at or above their respective coupon barrier levels. Therefore a contingent monthly coupon is paid on the relevant coupon payment date. The applicable contingent monthly coupon rates are shown on the cover of this document and are lower during the early months of the term of the notes than in the latter months of the term of the notes.

On each of the hypothetical observation dates 2 and 3, at least one underlying index closes at or above its coupon barrier level but one or both of the other underlying indices close below their respective coupon barrier level(s). Therefore, no contingent monthly coupon is paid on the relevant coupon payment date.

On hypothetical observation date 4, each underlying index closes below its respective coupon barrier level and accordingly no contingent monthly coupon is paid on the relevant coupon payment date.

How to calculate the payment at maturity (if the securities have not been redeemed early at our option):

Final Index Value	Payment at Maturity
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Our plan complies with ISS guidelines and follows best market practices. Our Incentive Plan has been designed in compliance with the qualitative standards of Institutional Shareholder Services and best practices. As a result, the Incentive Plan:

- a. does not permit the repricing of options or stock appreciation rights ("SARs");
- b. provides for responsible share counting in that any shares tendered or withheld to pay taxes or an option's exercise price are not available for re-issuance;
- c. does not provide for automatic acceleration of vesting upon an acquisition of Sanmina-SCI; and
- d. includes a fungible share ratio, which reduces the cost of the plan for stockholders by decreasing the plan pool at a higher rate for full-value awards than for stock options.

For these reasons, Sanmina-SCI requests stockholders approve the reservation of 2,500,000 shares for issuance under the Incentive Plan. We anticipate such number of shares, when added to our

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remaining Incentive Plan reserve, will be sufficient to attract and retain key employees through at least the date of our 2013 stockholder meeting.

The Incentive Plan is also designed to allow Sanmina-SCI to deduct in full for federal income tax purposes the compensation recognized by its executive officers in connection with certain awards granted under the Incentive Plan. Section 162(m) of the Internal Revenue Code of 1986, as amended (the "Code"), generally denies a corporate tax deduction for annual compensation exceeding \$1 million paid to the chief executive officer and other "covered employees" as determined under Section 162(m) of the Code and applicable guidance. However, certain types of compensation, including performance-based compensation, are generally excluded from this deductibility limit. To enable compensation in connection with stock options, stock appreciation rights and certain restricted stock grants, restricted stock units, performance shares, performance units and performance bonuses awarded under the Incentive Plan to qualify as "performance-based" within the meaning of Code Section 162(m), the Incentive Plan limits the sizes of such awards as further described below. By approving the Incentive Plan, the stockholders will be approving, among other things, eligibility requirements for participation in the Incentive Plan, performance measures upon which specific performance goals applicable to certain awards would be based, limits on the numbers of shares or compensation that could be made to participants, and the other material terms of the awards described below.

Description of the Incentive Plan

The following is a summary of the principal features of the Incentive Plan, as proposed to be amended. The summary is qualified in its entirety by reference to the Incentive Plan itself set forth in *Appendix A*.

General

The Incentive Plan provides for the grant of the following types of incentive awards:

stock options;

restricted stock;

restricted stock units;

stock appreciation rights;

performance units (including performance units payable in cash);

performance shares; and

other stock or cash awards.

Each of these is referred to individually as an "Award." Those who will be eligible for Awards under the Incentive Plan include employees, directors and consultants who provide services to Sanmina-SCI and its affiliates. As of October 1, 2011, we had approximately 36,770 full-time employees who would be eligible to participate in the Incentive Plan.

Number of Shares of Common Stock Available Under the Incentive Plan

An aggregate of 12,200,000 shares was previously reserved by the Board and approved by the stockholders for issuance under the Incentive Plan. We are requesting stockholders approve an increase of 2,500,000 in the number of shares reserved for issuance under the Incentive Plan. All of such shares may be authorized, but unissued, or reacquired common stock.

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All awards other than options and stock appreciation rights count against the share reserve as 1.36 shares for every share of common stock subject to such an Award. To the extent that a share that

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was subject to an Award that counted as 1.36 shares of common stock against the Incentive Plan reserve pursuant to the preceding sentence is returned to the Incentive Plan, the Incentive Plan reserve will be credited with 1.36 shares of common stock that will thereafter be available for issuance under the Incentive Plan.

If an Award expires or becomes unexercisable without having been exercised in full, or, with respect to restricted stock, restricted stock units, performance shares or performance units which are to be settled in shares of common stock, is forfeited to or repurchased by Sanmina-SCI, the unpurchased shares of common stock (or for Awards other than options and stock appreciation rights, the forfeited or repurchased shares) will become available for future grant or sale under the Incentive Plan (unless the Incentive Plan has terminated). The following shares of common stock may not again be made available for issuance as Awards under the Incentive Plan: (i) upon exercise of a stock appreciation right settled in shares, the gross number of shares covered by the portion of the Award so exercised and (ii) shares used to pay the exercise price or withholding taxes related to an outstanding Award. Awards paid out in cash rather than shares will not reduce the number of shares available for issuance under the Incentive Plan.

If Sanmina-SCI declares a dividend or other distribution or engages in a recapitalization, stock split, reverse stock split, reorganization, merger, consolidation, split-up, spin-off, combination, repurchase, or exchange of shares of common stock or other securities of Sanmina-SCI, or other change in the corporate structure of Sanmina-SCI affecting Sanmina-SCI's common stock, the Administrator will adjust the number and class of shares that may be delivered under the Incentive Plan, the number, class, and price of shares covered by each outstanding Award, and the numerical per-person limits on Awards.

Administration of the Incentive Plan

The Board, or a committee of directors or of other individuals satisfying applicable laws and appointed by the Board (referred to herein as the "Administrator"), will administer the Incentive Plan. To make grants to certain of Sanmina-SCI's officers and key employees, the members of the committee must qualify as "non-employee directors" under Rule 16b-3 of the Securities Exchange Act of 1934, and as "outside directors" under Code Section 162(m) so that Sanmina-SCI can receive a federal tax deduction for certain compensation paid under the Incentive Plan. The Board may delegate to one or more officers of Sanmina-SCI the authority to grant Awards of options, restricted stock and restricted stock units and the terms thereof, including the number of shares of common stock subject to such Awards, to certain non-officer employees or consultants. However, the Board's resolutions regarding such delegation will specify the total number of shares of common stock that may be subject to Awards granted by such officer. Subject to the terms of the Incentive Plan, the Administrator has the sole discretion to select the employees, consultants, and directors who will receive Awards, determine the terms and conditions of Awards, and to interpret the provisions of the Incentive Plan and outstanding Awards. In addition, the Administrator may not modify or amend an option or stock appreciation right to reduce the exercise price of that Award after it has been granted and neither may the Administrator cancel any outstanding option or stock appreciation right in exchange for cash, other awards or new options or stock appreciation rights with a lower exercise price, unless such action is approved by stockholders in advance.

Options

The Administrator is able to grant nonstatutory stock options and incentive stock options under the Incentive Plan. The Administrator determines the number of shares of common stock subject to each option, although the Incentive Plan provides that a participant may not receive options for more than 833,333 shares of common stock in any fiscal year, except in connection with his or her initial

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service as an employee with Sanmina-SCI, in which case he or she may be granted options to purchase up to an additional 833,333 shares of common stock.

The Administrator determines the exercise price of options granted under the Incentive Plan, provided the exercise price must be at least equal to 100% of the fair market value of Sanmina-SCI's common stock on the date of grant. In addition, the exercise price of an incentive stock option granted to any participant who owns more than 10% of the total voting power of all classes of Sanmina-SCI's outstanding stock must be at least 110% of the fair market value of the common stock on the grant date.

The term of an option may not exceed ten years, except that, with respect to any participant who owns 10% of the voting power of all classes of Sanmina-SCI's outstanding capital stock, the term of an incentive stock option may not exceed five years.

After a termination of service with Sanmina-SCI for any reason other than death, a participant will be able to exercise the vested portion of his or her option for the period of time stated in the Award agreement. If no such period of time is stated in the participant's Award agreement, the participant will generally be able to exercise his or her option for (i) three months following his or her termination for reasons other than death or disability, and (ii) five years following his or her termination due to death or disability. In the case of termination of service as a result of death, the participant's beneficiary may exercise the option for shares that were unvested on the date of death. In no event may an option be exercised later than the expiration of its term.

No adjustment will be made for a dividend or other right for which the record date is prior to the date shares are issued upon exercise of an option.

Stock Appreciation Rights

The Administrator will be able to grant stock appreciation rights, which are the rights to receive the appreciation in fair market value of common stock between the grant date and the exercise date. Sanmina-SCI can pay the appreciation in either cash or shares of common stock or a combination of both. Stock appreciation rights will become exercisable at the times and on the terms established by the Administrator, subject to the terms of the Incentive Plan. The Administrator, subject to the terms of the Incentive Plan, will have complete discretion to determine the terms and conditions of stock appreciation rights granted under the Incentive Plan; provided, however, that the exercise price will not be less than 100% of the fair market value of a share on the date of grant. The term of a stock appreciation right may not exceed ten years. No participant will be granted stock appreciation rights covering more than 833,333 shares of common stock during any fiscal year, except that a participant may be granted stock appreciation rights covering up to an additional 833,333 shares of common stock in connection with his or her initial service as an employee with Sanmina-SCI.

After termination of service with Sanmina-SCI for any reason other than death, a participant will be able to exercise the vested portion of his or her stock appreciation right for the period of time stated in the Award agreement. If no such period of time is stated in a participant's Award agreement, a participant will generally be able to exercise his or her stock appreciation right for (i) three months following his or her termination for reasons other than death or disability, and (ii) five years following his or her termination due to death or disability. In the case of termination of service as a result of death, the participant's beneficiary may exercise the unvested portion of the stock appreciation right. In no event will a stock appreciation right be exercised later than the expiration of its term.

Participants holding unvested stock appreciation rights shall not be entitled to receive dividends or other distributions in respect of such Awards until the time specified for payout of the stock appreciation rights in the Award Agreement.

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Restricted Stock

Awards of restricted stock are rights to acquire or purchase shares of Sanmina-SCI's common stock, which vest in accordance with the terms and conditions established by the Administrator in its sole discretion. Grants of restricted stock are typically made without receipt of consideration (other than the recipient's continued service). The Administrator may set restrictions based on the achievement of specific performance goals. Vesting can also be time-based. Until the Administrator determines otherwise, shares of restricted stock will be held by Sanmina-SCI as escrow agent until the restrictions lapse. After the grant of restricted stock, the Administrator, in its discretion, may accelerate the time at which any restrictions will lapse or be removed.

The Award agreement will generally grant Sanmina-SCI a right to repurchase or reacquire the shares upon the termination of the participant's service with Sanmina-SCI for any reason (including death or disability) at the cost, if any, paid by the recipient. With respect to restricted stock intended to qualify as "performance-based compensation" under Section 162(m) of the Code, no participant will be granted a right to purchase or acquire more than 333,333 shares of restricted stock during any fiscal year, except that a participant may be granted up to an additional 333,333 shares of restricted stock in connection with his or her initial employment with Sanmina-SCI.

Restricted Stock Units

Awards of restricted stock units result in a payment to a participant only if the vesting criteria the Administrator establishes is satisfied. Upon satisfying the applicable vesting criteria, the participant will be entitled to the payout specified in the Award agreement. After the grant of restricted stock units, the Administrator, in its sole discretion, may reduce or waive any vesting criteria that must be met to receive a payout.

The Administrator, in its sole discretion, may pay earned restricted stock units in cash, shares of common stock, or a combination thereof. Restricted stock units that are fully paid in cash will not reduce the number of shares of common stock available for grant under the Incentive Plan. On the date set forth in the Award agreement, all unearned restricted stock units will be forfeited to Sanmina-SCI. With respect to restricted stock units intended to qualify as "performance-based compensation" under Section 162(m) of the Code, no participant may be granted more than 333,333 restricted stock units during any fiscal year, except that the participant may be granted up to an additional 333,333 restricted stock units in connection with his or her initial employment with Sanmina-SCI.

Performance Units and Performance Shares

The Administrator will be able to grant performance units and performance shares, which are Awards that will result in a payment to a participant only if the performance goals or other vesting criteria the Administrator may establish are achieved or the Awards otherwise vest. The Administrator will establish performance goals or other vesting criteria (including, without limitation, continued service to Sanmina-SCI) in its discretion, which, depending on the extent to which they are met, will determine the number and/or the value of performance units and performance shares to be paid out to participants. After the grant of performance units or performance shares, the Administrator, in its sole discretion, may reduce or waive any performance objectives or other vesting provisions for such Award.

The Administrator determines the number of performance units and performance shares granted to any participant. With respect to performance units and performance shares intended to qualify as "performance-based compensation" under Section 162(m) of the Code, during any fiscal year, no participant will receive more than 333,333 performance shares and no participant will receive performance units having an initial value greater than \$5,000,000 except that a participant may be granted performance shares covering up to an additional 333,333 shares of common stock and performance units having an initial value up to an additional \$5,000,000 in connection with his or her

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initial employment with Sanmina-SCI. Performance units will have an initial dollar value established by the Administrator on or before the date of grant. Performance shares are deemed to have an initial value equal to the fair market value of the number of shares of Sanmina-SCI's common stock subject to the Award on the grant date.

Performance Bonus Awards

The Board's compensation committee ("Compensation Committee") may grant awards intended to qualify as "performance-based compensation" under Section 162(m) of the Code in the form of a cash bonus payable upon the attainment of performance goals established by the Compensation Committee for a given performance period prior to a determination date. Performance-based awards in the form of cash bonuses granted under the Incentive Plan may not exceed more than \$5,000,000 in any fiscal year.

Performance Goals

The granting and/or the vesting of Awards of options, restricted stock, restricted stock units, performance shares, performance units (including performance units payable in cash), cash bonuses and other incentives under the Incentive Plan may be made subject to the attainment of performance goals relating to one or more business criteria within the meaning of Section 162(m) of the Code and may provide for a targeted level or levels of achievement of goals relating to: (a) accounts payable days; (b) accounts payable turns; (c) annual revenue; (d) cash collections; (e) cash cycle days; (f) customer satisfaction MBOs; (g) days sales outstanding; (h) earnings per share; (i) free cash flow; (j) gross margin; (k) gross profit; (l) inventory turns; (m) net income; (n) new orders; (o) operating income; (p) pro forma net income; (q) return on designated assets; (r) return on equity; (s) return on sales; and (t) product shipments.

Any performance goals may be used to measure the performance of Sanmina-SCI as a whole or a business unit of Sanmina-SCI, and may be measured relative to a peer group or index. The performance goals may differ from participant to participant and from Award to Award. The Compensation Committee may provide that partial achievement of performance goals may result in the payment or vesting corresponding to a partial (but not necessarily proportional) portion of an Award. The determination date is the latest possible date that the Compensation Committee can make adjustments to the method of calculating the attainment of performance goals for a performance period without jeopardizing the tax treatment of the award as performance-based. Prior to the determination date, the Compensation Committee is authorized to make adjustments in the method of calculating the attainment of performance goals for a performance period as follows: (i) to exclude restructuring and integration charges (including employee severance and benefits costs and charges related to excess facilities and assets); (ii) to exclude impairment charges for goodwill and intangible assets and amortization expense; (iii) to exclude exchange rate effects, as applicable, for non-U.S. dollar denominated net sales and operating earnings; (iv) to exclude the effects of changes to generally accepted accounting principles required by the Financial Accounting Standards Board; (v) to exclude the effects of any statutory adjustments to corporate tax rates; (vi) to exclude stock-based compensation expense determined under generally accepted accounting principles; (vii) to exclude any other unusual, non-recurring gain or loss or extraordinary item; (viii) to respond to, or in anticipation of, any unusual or extraordinary corporate item, transaction, event or development; (ix) to respond to, or in anticipation of, changes in applicable laws, regulations, accounting principles, or business conditions; (x) to exclude the dilutive effects of acquisitions or joint ventures; (xi) to assume that any business divested by Sanmina-SCI achieved performance objectives at targeted levels during the balance of a performance period following such divestiture; (xii) to reflect a corporate transaction, such as a merger, consolidation, separation (including a spin-off or other distribution of stock or property by a corporation), or reorganization (whether or not such reorganization comes within the definition of such term in Code Section 368); and (xiii) to reflect any partial or complete corporate liquidation. The Compensation Committee also retains the discretion to reduce or eliminate the compensation or economic benefit due upon attainment of performance goals.

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Terms and Conditions of Awards Intended to Qualify as "Performance-Based Compensation" under Section 162(m)

The Incentive Plan permits the Compensation Committee to grant "performance-based" Awards to "covered employees," as such terms are defined under Code Section 162(m). Performance-based awards are generally not subject to the cap on the deductibility of compensation paid to covered employees contained in Code Section 162(m). Covered employees are defined as the Chief Executive Officer and the next three most highly compensated executive officers of Sanmina-SCI other than the Chief Financial Officer.

If the Compensation Committee grants an Award to a covered employee intended to qualify as "performance-based compensation," certain rules of the Incentive Plan control over any other provisions of the Incentive Plan. To the extent necessary to comply with the requirements of Code Section 162(m), with respect to any Award granted subject to performance goals, within the determination date, the Compensation Committee will, in writing, (a) designate the participants who are covered employees, (b) select the performance goals applicable to the performance period, (c) establish the performance goals, and amounts or methods of computation of such Awards, as applicable which may be earned for such performance period, and (d) specify the relationship between the performance goals and the amounts or methods of computation of such Awards, as applicable, to be earned by each covered employee for such performance period. For purposes of the Incentive Plan, a performance period is the fiscal year of Sanmina-SCI or such other period determined by the Administrator.

Following the completion of a performance period, the Compensation Committee must certify whether the applicable performance goals have been achieved for such performance period. In determining amounts earned by a "covered employee," the Compensation Committee will have the right to reduce or eliminate (but not increase) the amount payment at a given level of performance to take into account additional factors that the Compensation Committee may deem relevant to the assessment of individual or corporate performance for the performance period.

Unless otherwise provided in an Award agreement, a "covered employee" must be employed by Sanmina-SCI or any affiliate on the day an Award intended to qualify as "performance-based compensation" is paid. Further, a "covered employee" will be eligible to receive a payment intended to qualify as "performance-based compensation" only if the performance goals for such period are achieved.

Transferability of Awards

Awards granted under the Incentive Plan are generally not transferable, and all rights with respect to an Award granted to a participant generally will be available during a participant's lifetime only to the participant. The Administrator may approve certain transfers as specified in the Incentive Plan.

Change in Control

In the event of a change in control of Sanmina-SCI, each outstanding Award will be assumed or an equivalent option or right substituted by the successor corporation or a parent or subsidiary of the successor corporation. In the event that the successor corporation, or the parent or subsidiary of the successor corporation, does not assume or substitute for the Award, the participant will fully vest in and have the right to exercise all of his or her outstanding options or stock appreciation rights, including shares of common stock as to which such Awards would not otherwise be vested or exercisable, all restrictions on restricted stock will lapse, and, with respect to restricted stock units, performance shares and performance units, all performance goals or other vesting criteria will be deemed achieved at target levels and all other terms and conditions met. In addition, if an option or stock appreciation right becomes fully vested and exercisable in lieu of assumption or substitution in

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the event of a change of control, the Administrator will notify the participant in writing or electronically that the option or stock appreciation right will be fully vested and exercisable for a period of time determined by the Administrator in its sole discretion, and the option or stock appreciation right will terminate upon the expiration of such period.

Amendment and Termination of the Incentive Plan

The Administrator will have the authority to amend, alter, suspend or terminate the Incentive Plan, except that stockholder approval will be required for any amendment to the Incentive Plan to the extent required by any applicable laws. No amendment, alteration, suspension or termination of the Incentive Plan will impair the rights of any participant, unless mutually agreed otherwise between the participant and the Administrator and which agreement must be in writing and signed by the participant and Sanmina-SCI. The Incentive Plan will terminate ten years after the date approved by stockholders, unless the Board terminates it earlier.

Number of Awards Granted to Employees, Consultants, and Directors

The number of Awards that an employee, director or consultant may receive under the Incentive Plan is in the discretion of the Administrator and therefore cannot be determined in advance. Therefore, the following table sets forth:

the aggregate number of shares of common stock subject to options granted under the Incentive Plan during fiscal 2011;

the average per share exercise price of such options;

the aggregate number of shares of common stock issued pursuant to awards of restricted stock units granted under the Incentive Plan during fiscal 2011; and

the dollar value of such shares based on \$6.68 per share on September 30, 2011, the last business day of the fiscal year.

Name of Individual of Group	Number of Options Granted	Average Per Share Exercise Price (\$)	Number of shares of Restricted Stock Units	Dollar Value of Restricted Stock Units (\$)
All executive officers, as a group	427,500	\$ 11.23	427,500	\$ 2,855,700
All directors who are not executive officers, as a group	38,560	\$ 15.91	93,437	\$ 624,159
All employees who are not executive officers, as a group	1,409,400	\$ 13.66	796,000	\$ 5,317,280

Other Equity Compensation Plan Information

The following table summarizes the number of shares issuable upon exercise of outstanding options and deliverable upon vesting of restricted stock units granted to our service providers and directors, as well as the number of shares of common stock remaining available for future issuance, under Sanmina-SCI's equity compensation plans in effect as of November 30, 2011. Sanmina-SCI has

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no stock appreciation rights or other awards outstanding that are convertible into or exchangeable for common stock.

Plan Category	Number of Common Shares to be Issued Upon Exercise of Outstanding Options and Rights	Weighted-Average Exercise Price of Outstanding Options	Number of Common Shares Remaining Available for Future Issuance Under Equity Compensation Plans
Equity compensation plans approved by stockholders	13,804,544(1) \$	14.14	1,350,252
Equity compensation plans not approved by stockholders	8,115	49.81	0
Total	13,812,659	13.45(2)	1,350,252

(1) Includes 2,212,892 shares deliverable upon vesting of Restricted Stock Units.

(2) Weighted average remaining term of options is 6.91 years.

Federal Tax Aspects

The following paragraphs are a summary of the general federal income tax consequences to U.S. taxpayers and Sanmina-SCI of Awards granted under the Incentive Plan. Tax consequences for any particular individual may be different.

Nonstatutory Stock Options. No taxable income is reportable when a nonstatutory stock option with an exercise price equal to the fair market value of the underlying stock on the date of grant is granted to a participant. Upon exercise, the participant will recognize ordinary income in an amount equal to the excess of the fair market value (on the exercise date) of the shares of common stock purchased over the exercise price of the option. Any taxable income recognized in connection with an option exercise by an employee of Sanmina-SCI is subject to tax withholding by Sanmina-SCI. Any additional gain or loss recognized upon any later disposition of the shares of common stock would be capital gain or loss.

Incentive Stock Options. No taxable income is reportable when an incentive stock option is granted or exercised (except for purposes of the alternative minimum tax, in which case taxation is the same as for nonstatutory stock options). If the participant exercises the option and then later sells or otherwise disposes of the shares of common stock more than two years after the grant date and more than one year after the exercise date, the difference between the sale price and the exercise price will be taxed as capital gain or loss. If the participant exercises the option and then later sells or otherwise disposes of the shares of common stock before the end of the two- or one-year holding periods described above, he or she generally will have ordinary income at the time of the sale equal to the fair market value of the shares of common stock on the exercise date (or the sale price, if less) minus the exercise price of the option and short-term capital gains equal to the sales price minus the fair market value of the shares on the exercise date.

Stock Appreciation Rights. No taxable income is reportable when a stock appreciation right with an exercise price equal to the fair market value of the underlying stock on the date of grant is granted to a participant. Upon exercise, the participant will recognize ordinary income in an amount equal to the amount of cash received and the fair market value of any shares of common stock received. Any additional gain or loss recognized upon any later disposition of the shares of common stock would be capital gain or loss.

Restricted Stock, Restricted Stock Units, Performance Units and Performance Shares. A participant generally will not have taxable income at the time an Award of restricted stock, restricted stock units,

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performance shares or performance units are granted. Instead, he or she will recognize ordinary income in the first taxable year in which his or her interest in the shares underlying the Award becomes either (i) freely transferable, or (ii) no longer subject to substantial risk of forfeiture (generally, when the Award vests). However, the recipient of a restricted stock Award may elect to recognize income at the time he or she receives the Award in an amount equal to the fair market value of the shares of common stock underlying the Award (less any cash paid for the shares) on the date the Award is granted.

Tax Effect for Sanmina-SCI. Sanmina-SCI generally will be entitled to a tax deduction in connection with an Award under the Incentive Plan in an amount equal to the ordinary income realized by a participant and at the time the participant recognizes such income (for example, the exercise of a nonstatutory stock option). Special rules limit the deductibility of compensation paid to Sanmina-SCI's Chief Executive Officer and to each of its three most highly compensated executive officers, excluding the Chief Financial Officer. Under Section 162(m) of the Code, the annual compensation paid to any of these specified executives will be deductible only to the extent that it does not exceed \$1,000,000. However, Sanmina-SCI can preserve the deductibility of certain compensation in excess of \$1,000,000 if the conditions of Section 162(m) are met. These conditions include stockholder approval of the Incentive Plan, the number of Awards that any individual may receive and, for Awards other than certain stock options, the types of performance criteria on which vesting can depend. The Incentive Plan has been designed to permit the Administrator to grant Awards that qualify as performance-based for purposes of satisfying the conditions of Section 162(m), thereby permitting Sanmina-SCI to continue to receive the maximum federal income tax deduction in connection with such Awards.

Section 409A. Section 409A of the Code provides that certain non-qualified deferred compensation arrangements must meet certain requirements to avoid additional income taxes for those deferring compensation. These include new requirements with respect to an individual's election to defer compensation and the individual's selection of the timing and form of distribution of the deferred compensation. Section 409A also generally provides that distributions must be made on or following the occurrence of certain events (e.g., the individual's separation from service, a predetermined date, or the individual's death). Section 409A imposes restrictions on an individual's ability to change his or her distribution timing or form after the compensation has been deferred. For certain individuals who are officers, Section 409A requires that such individual's distribution commence no earlier than six months after such officer's separation from service.

Awards granted under the Incentive Plan with a deferral feature will be subject to the requirements of Section 409A. If an Award is subject to and fails to satisfy the requirements of Section 409A, the recipient of that Award will recognize ordinary income on the amounts deferred under the Award, to the extent vested, which may be prior to when the compensation is actually or constructively received. Also, if an Award that is subject to Section 409A fails to comply with Section 409A's provisions, Section 409A imposes an additional 20% federal income tax on compensation recognized as ordinary income, as well as possible interest charges and penalties. Certain states have enacted laws similar to Section 409A which impose additional taxes, interest and penalties on non-qualified deferred compensation arrangements. Sanmina-SCI will also have withholding and reporting requirements with respect to such amounts.

THE FOREGOING IS ONLY A SUMMARY OF THE EFFECT OF FEDERAL INCOME TAXATION UPON PARTICIPANTS AND SANMINA-SCI WITH RESPECT TO THE GRANT AND EXERCISE OF AWARDS UNDER THE INCENTIVE PLAN. IT DOES NOT PURPORT TO BE COMPLETE, AND DOES NOT DISCUSS THE TAX CONSEQUENCES OF A PARTICIPANT'S DEATH OR THE PROVISIONS OF THE INCOME TAX LAWS OF ANY MUNICIPALITY, STATE OR FOREIGN COUNTRY IN WHICH THE PARTICIPANT MAY RESIDE.

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Vote Required; Recommendation of the Board of Directors

The affirmative vote of a majority of the votes duly cast is required to approve the reservation of 2,500,000 shares for issuance under the Incentive Plan. Abstentions are deemed to be votes cast and have the same effect as a vote against this proposal. However, broker non-votes are not deemed to be votes cast and, therefore, have no effect on the outcome of this proposal.

THE BOARD UNANIMOUSLY RECOMMENDS VOTING "FOR" APPROVAL OF THE RESERVATION OF 2,500,000 SHARES FOR ISSUANCE UNDER THE INCENTIVE PLAN.

**PROPOSAL FOUR:
ADVISORY (NON-BINDING) VOTE ON EXECUTIVE COMPENSATION**

The Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, or the Dodd-Frank Act, requires that we provide our stockholders an opportunity to vote to approve, on an advisory or non-binding basis, the compensation of our named executive officers as disclosed in this proxy statement in accordance with the SEC's rules. This proposal, commonly known as a "say-on-pay" proposal, gives our stockholders the opportunity to express their views on our named executive officers' compensation as a whole. This vote is not intended to address any specific item of compensation or any specific named executive officer, but rather the overall compensation of all of our named executive officers and the philosophy, policies and practices described in this proxy statement.

The say-on-pay vote is advisory, and therefore not binding on us, the Compensation Committee or our Board of Directors. Our Board of Directors and our Compensation Committee value the opinions of our stockholders and to the extent there is any significant vote against the named executive officer compensation as disclosed in our proxy statement, we will consider our stockholders' concerns and the Compensation Committee will evaluate whether any actions are necessary to address those concerns.

As described under the heading "Compensation Discussion and Analysis," our executive compensation programs are designed to:

Establish compensation policies and guidelines that will attract and retain qualified personnel through an overall level of compensation that is competitive within our industry; and

Encourage the achievement of our long-range objectives by providing performance-based bonuses which relate directly to the achievement of individual performance factors and strategic objectives such as enhancing stockholder value.

Our Compensation Committee seeks to maintain our named executive officers' total compensation at a level competitive with the compensation paid to officers in similar positions at our peer group companies. Our equity incentive compensation program promotes the interests of the Company and its stockholders by providing financial rewards that increase with increases in our stock price. See "Compensation Discussion and Analysis" on page 32, the tabular disclosure regarding such compensation and the accompanying narrative disclosure set forth in this proxy statement for additional details about our executive compensation programs, including information about the fiscal 2011 compensation of our named executive officers.

Accordingly, our Board of Directors is asking our stockholders to cast a non-binding advisory vote "FOR" the following resolution at the annual meeting:

"RESOLVED, that the company's stockholders approve, on an advisory basis, the compensation of the named executive officers, as disclosed in the Proxy Statement for the 2012 Annual Meeting of Stockholders pursuant to the compensation disclosure rules of the Securities and Exchange Commission, including the Compensation Discussion and Analysis, the 2012 Summary Compensation Table and other related tables and disclosure."

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THE BOARD OF DIRECTORS RECOMMENDS UNANIMOUSLY THAT STOCKHOLDERS VOTE "FOR" THE APPROVAL OF THE COMPENSATION FOR OUR NAMED EXECUTIVE OFFICERS.

**PROPOSAL FIVE:
ADVISORY (NON-BINDING) VOTE ON FREQUENCY OF VOTE ON EXECUTIVE COMPENSATION**

The Dodd-Frank Act also enables our stockholders to indicate, at least once every six years, how frequently we should seek an advisory or non-binding vote on the compensation of our named executive officers, as disclosed pursuant to the SEC's compensation disclosure rules. In this Proposal 5, our Board of Directors is asking our stockholders to cast a non-binding advisory vote indicating whether they would prefer an advisory vote on named executive officer compensation, such as that set forth in Proposal 4, once every one, two, or three years.

Our Board of Directors has determined that an advisory vote on executive compensation that occurs every year is the most appropriate alternative for us, and therefore our Board of Directors recommends that you vote for a one-year interval for the advisory vote on executive compensation. An advisory vote every year on executive compensation will facilitate stockholder input on our executive compensation philosophy, policies, and practices that are disclosed in the proxy statement.

We recognize that our stockholders may have differing views on the appropriate frequency for the advisory vote on executive compensation, and you may cast your vote on your preferred voting frequency by choosing the option of one year, two years, three years or abstain from voting when you vote in response to the resolution set forth below:

"RESOLVED, the option of once every year, two years or three years that receives the highest number of votes cast for this resolution will be determined to be the preferred frequency with which the company is to hold a stockholder vote to approve the compensation of the named executive officers, as disclosed pursuant to the compensation disclosure rules of the SEC, including the Compensation Discussion and Analysis, the compensation tables and the other related disclosure."

Our Board of Directors will select a vote frequency for this matter taking into the results of the stockholder vote on this matter and announce its choice within 150 days of the date of the Annual Meeting.

THE BOARD OF DIRECTORS RECOMMENDS UNANIMOUSLY THAT THE ADVISORY VOTE ON EXECUTIVE COMPENSATION BE CONDUCTED ONCE EVERY ONE YEAR.

CORPORATE GOVERNANCE

Sanmina-SCI has long upheld a set of basic beliefs to guide its actions. Among those beliefs is the responsibility to conduct business with the highest standards of ethical behavior when relating to customers, suppliers, employees and investors. Accordingly, we have implemented governance policies and practices which we believe meet or exceed regulatory standards and which reflect current corporate governance best practices.

Corporate Governance Guidelines

Sanmina-SCI has adopted a set of Corporate Governance Guidelines that are intended to serve, among other things, as a charter for the full Board. These guidelines contain various provisions relating to the operation of the Board and set forth the Board's policies regarding various matters. These guidelines meet the standards defined by the SEC and Nasdaq, including specifications for director qualification and responsibility. The guidelines can be found on our website at <http://investor.shareholder.com/sanm/governance.cfm>.

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Code of Business Conduct and Ethics

Sanmina-SCI has adopted a Code of Business Conduct and Ethics (the "Code") that includes a conflict of interest policy and applies to the Board and all officers and employees. As part of new employee orientation activities, Sanmina-SCI provides training to familiarize employees with the requirements of the Code. An ethics hotline is available to all employees to enable confidential and anonymous reporting of questionable practices via voicemail or email. This may include, if appropriate under the circumstances, reporting directly to the Audit Committee and the Nominating and Governance Committee. The Code can be found on our website at <http://investor.shareholder.com/sanm/governance.cfm>.

Independent Directors

The Board of Directors has determined that all of the non-employee members of the Board satisfy the definition of independence of under NASDAQ rules. There are no family relationships among our directors or executive officers. The non-management directors regularly meet in executive session, without members of management, as part of the normal agenda of our regularly scheduled board meetings.

Lead Independent Director

The Board has appointed director Wayne Shortridge to serve as lead independent director. His duties in that capacity include: serving as the principal contact between the independent directors and the Chairman of the Board; assisting the Chairman of the Board in establishing the agenda for Board meetings; recommending the retention of outside advisors and consultants; and monitoring the quality, quantity and timeliness of information sent to the Board.

Board Meetings

The Board held five meetings during fiscal 2011. No director attended fewer than 75 percent of the meetings of the Board or of committees on which such person served.

Board Committees

The Board currently maintains three standing committees: an Audit Committee, a Compensation Committee, and a Nominating and Governance Committee.

Audit Committee

The Audit Committee consists of directors John G. Goldsberry, A. Eugene Sapp, Jr. and Wayne Shortridge, each of whom is "independent" as that term is defined for Audit Committee members by the Nasdaq listing standards. Mr. Goldsberry serves as the Chairman of the Audit Committee and meets the definition of "audit committee financial expert" as defined by the SEC.

The Audit Committee reviews and monitors our corporate financial reporting and external audit, including, among other things, our control functions, the results and scope of the annual audit and other services provided by our independent registered public accountants and our compliance with legal matters that have a significant impact on our financial reports. The Audit Committee has established policies that are consistent with regulatory reforms related to auditor independence, and also reviews and monitors our internal audit function, reviews and approves related party transactions and receives regular reports from the internal audit department. In addition, the Audit Committee is responsible for approving the appointment of our independent auditors. Finally, the Audit Committee assists the Board in its oversight of the process by which our enterprise-level risks are assessed and managed and is responsible for overseeing certain risks relating to the preparation of our financial statements,

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investment policies and casualty risk insurance policies. The Audit Committee held nine formal meetings during fiscal 2011. The Annual Report of the Audit Committee appears in this proxy statement under the caption "Report of the Audit Committee of the Board of Directors."

The Audit Committee has adopted a written charter approved by the Board, a copy of which is available at our website at <http://investor.shareholder.com/sanm/governance.cfm>.

Compensation Committee

The Compensation Committee consists of directors Neil R. Bonke, Joseph G. Licata, Jr., A. Eugene Sapp, Jr. Mr. Sapp serves as the Chairman of the Compensation Committee. Each member of the Committee is an "independent director" under the Nasdaq listing requirements and is a "non-employee director" under Rule 16b-3 of the Securities Exchange Act of 1934.

The Compensation Committee reviews and approves the salaries and equity, incentive and other compensation of our executive officers. The Committee also approves the terms of our annual bonus program, monitors our global compensation policies and practices and serves as the administrator under our equity compensation plans. Finally, the Compensation Committee oversees our risk management practices and policies insofar as they are impacted our bonus and equity compensation plans and practices. The Compensation Committee held nine meetings during fiscal 2011.

The Compensation Committee has adopted a written charter approved by the Board, a copy of which is available at our website at <http://investor.shareholder.com/sanm/governance.cfm>.

Nominating and Governance Committee

The Nominating and Governance Committee consists of directors Wayne Shortridge and Jackie M. Ward, each of whom is "independent" as that term is defined by the Nasdaq listing standards. Mr. Shortridge serves as the Chairman of the Nominating and Governance Committee.

The Nominating and Governance Committee is responsible for evaluating the size and structure of the Board and its committees, determining the appropriate qualifications for directors and nominating candidates for election to the Board. Included in its duties, the Nominating and Governance Committee develops overall governance guidelines for the Board, conducts an annual Board and committee evaluation and considers stockholder proposals for action at stockholder meetings, including stockholder nominees for director. The Nominating and Governance Committee also works with the Senior Management team in an advisory role with respect to our management succession planning processes. Finally, the Nominating and Governance Committee approves on an annual basis all equity and cash compensation payable to non-employee members of the Board. The Nominating and Governance Committee held four meetings during fiscal 2011.

The Nominating and Governance Committee has adopted a written charter approved by the Board, a copy of which is available at our website at <http://investor.shareholder.com/sanm/governance.cfm>.

Leadership Structure

Each year, Sanmina-SCI's Board selects a Chairman of the Board and Chief Executive Officer. The Chairman of the Board is responsible for helping establish Sanmina-SCI's strategic priorities, presiding over Board meetings and communicating the Board's guidance to management. The Chief Executive Officer of the Company, on the other hand, is responsible for the day-to-day management of our operations and business and reports directly to the Board.

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During fiscal 2011, the roles of Chairman of the Board and Chief Executive Officer were both held by Jure Sola. Mr. Sola has been with Sanmina-SCI for more than 30 years, which has given him a unique understanding of the EMS industry, market trends and Sanmina-SCI's strategic position, strengths and weaknesses, as well as its day-to-day operational details. The Board believes that these attributes make Mr. Sola uniquely qualified to serve in both positions and helps the Board and management operate in an efficient and effective manner.

The Board has also appointed Wayne Shortridge as Lead Independent Director, a role that he has held since 2006. In this capacity, Mr. Shortridge serves as the principal contact between the independent directors and the Chairman, assists the Chairman of the Board in establishing the agenda for Board meetings, recommending the retention of outside advisors and consultants and monitoring the quality, quantity and timeliness of information sent to the Board. The Board believes that the position of Lead Independent Director allows the Chairman and Chief Executive Officer to focus on strategic, industry and operational level issues, while helping ensure the Board maintains and adopts corporate governance best practices.

While the Board currently believes that this leadership structure is currently in the best interests of Sanmina-SCI and its stockholders, the Board will, from time to time, may reevaluate whether to select a non-executive Chairman in the future.

Role of the Board of Directors in Risk Management Practices and Policies

Under Sanmina-SCI's risk management practices and policies, Sanmina-SCI management has primary responsibility for the development and implementation of risk management strategies, with oversight by the Board or its committees. As part of this oversight, the Board and its Committees regularly receive presentations from management concerning enterprise-level risks that could have a significant adverse impact on Sanmina-SCI's business and operations. This process permits the Board and its Committees to provide guidance to management in scoping and managing each of the Company's enterprise risk areas, but does not otherwise affect Sanmina-SCI's leadership

Stock Ownership Guidelines

In order to better align the interests of our Board and executive officers with those of our stockholders, we have adopted stock ownership guidelines. Under these guidelines, Board members must acquire and hold at least \$100,000 in value of our stock within three years of becoming a director. All of our directors currently meet this standard. For executive officers, the guidelines provide that such officers should hold equity with a value equal to a specified multiple of their base salary, as follows: Chief Executive Officer: three times; Chief Financial Officer: two times; and other executive officers: one times. Covered officers have a period of five years from adoption of the guidelines (December 2011) to reach their recommended equity position. The equity counted towards achievement of the guidelines includes shares owned outright, shares deemed to be beneficially owned by an officer under the rules of the Securities and Exchange Commission and shares underlying unvested restricted stock units.

Attendance at Annual Meeting of Stockholders by the Board of Directors

Sanmina-SCI encourages, but does not require, its Board members to attend the Annual Meeting of Stockholders. Seven directors attended Sanmina-SCI's 2011 Annual Meeting of Stockholders.

Contacting the Board of Directors

Our Board welcomes the submission of any comments or concerns from stockholders. If you wish to submit any comments or express any concerns to the Board, please send them to the Board, c/o Sanmina-SCI Corporation, Attention: Corporate Secretary, 30 E. Plumeria Drive, San Jose,

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California 95134. If a communication does not relate in any way to matters of the Board, our Corporate Secretary will handle the communication as appropriate. If the communication does relate to the Board, the Corporate Secretary will forward the message to the chairman of the Nominating and Governance Committee, who will determine whether to inform the entire Board or the non-management directors.

Stockholder Proposals and Nominations to the Board

Stockholders may submit proposals for inclusion in our proxy statement and may recommend candidates for election to the Board, both of which shall be considered by the Nominating and Governance Committee. Stockholders should send such proposals to Nominating and Governance Committee, c/o Sanmina-SCI Corporation, Attention: Corporate Secretary, 30 E. Plumeria Drive, San Jose, California 95134.

Any stockholder submitting the name of a candidate for election to the Board must include all of the following information with their request:

the candidate's name, age, business address and residence address;

the candidate's principal occupation or employment;

the class and number of shares of Sanmina-SCI that are beneficially owned by the candidate;

whether and the extent to which any hedging or other transaction or series of transactions has been entered into by or on behalf of the candidate with respect to any securities of Sanmina-SCI, or whether any other agreement, arrangement or understanding (including any short position or any borrowing or lending of shares) has been made, the effect or intent of which is to mitigate loss to or manage risk or benefit of share price changes for, or to increase or decrease the voting power of the candidate;

a description of all arrangements or understandings between the stockholder and each candidate and any other person or persons (naming such person or persons) pursuant to which the nominations are to be made by the stockholder;

any other information relating to the candidate that would be required to be disclosed about such candidate if proxies were being solicited for the election of the candidate as a director, or that is otherwise required, in each case pursuant to Regulation 14A under the Securities Exchange Act of 1934 (including without limitation the candidate's written consent to being named in the proxy statement, if any, as a nominee and to serving as a director if elected); and

a statement whether such person, if elected, intends to tender, promptly following such person's election or re-election, an irrevocable resignation effective upon such person's failure to receive the required vote for re-election at the next meeting at which such person would face re-election and upon acceptance of such resignation by the Board, in accordance with Sanmina-SCI's Corporate Governance Guidelines.

For all other matters that a stockholder proposes to bring before the Annual Meeting, the notice must set forth:

a brief description of the business intended to be brought before the Annual Meeting and the reasons for conducting such business at the Annual Meeting;

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the name and address, as they appear on our books, of the stockholder proposing the business, and any beneficial owner on whose behalf the stockholder is proposing the business or proposing a director nomination and any person controlling, directly or indirectly, or acting in concert with, the stockholder or beneficial owner (a "Stockholder Associated Person");

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the class and number of shares of Sanmina-SCI that are held of record or are beneficially owned by the stockholder or any Stockholder Associated Person and any derivative positions held or beneficially held by the stockholder or any Stockholder Associated Person;

whether and the extent to which any hedging or other transaction or series of transactions has been entered into by or on behalf of the stockholder or any Stockholder Associated Person with respect to any securities of Sanmina-SCI, or whether any other agreement, arrangement or understanding (including any short position or any borrowing or lending of shares) has been made, the effect or intent of which is to mitigate loss to or manage risk or benefit from share price changes for, or to increase or decrease the voting power of, the stockholder or any Stockholder Associated Person with respect to any securities of Sanmina-SCI;

any material interest of the stockholder or any Stockholder Associated Person in the business intended to be brought before the Annual Meeting; and

a statement whether either the stockholder or any Stockholder Associated Person will deliver a proxy statement and form of proxy to holders of at least the percentage of Sanmina-SCI's voting shares required under applicable law to carry the proposal.

Stockholders must comply with certain deadlines in order for proposals submitted by them be considered for inclusion in our proxy statement or brought to a vote at the Annual Meeting. Please see "**Q18 What is the deadline to propose actions for consideration at next year's Annual Meeting of Stockholders or to nominate individuals to serve as directors?**" above.

Compensation Committee Interlocks and Insider Participation

None of the members of the Compensation Committee are employees of Sanmina-SCI. During fiscal 2011, no executive officer of Sanmina-SCI (i) served as a member of the compensation committee (or other board committee performing similar functions or, in the absence of any such committee, the board of directors) of another entity, one of whose executive officers served on Sanmina-SCI's Compensation Committee, (ii) served as a director of another entity, one of whose executive officers served on Sanmina-SCI's Compensation Committee, or (iii) served as a member of the compensation committee (or other board committee performing similar functions or, in the absence of any such committee, the board of directors) of another entity, one of whose executive officers served as a director of Sanmina-SCI.

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EXECUTIVE COMPENSATION AND RELATED INFORMATION

COMPENSATION DISCUSSION AND ANALYSIS

Sanmina-SCI's Compensation Philosophy

We believe that strong financial performance, on a consistent, predictable basis, is the surest way of increasing long-term stockholder value. Accordingly, we design our compensation programs to reward our executive officers based on our overall financial results and the individual contributions of each executive officer.

In particular, our executive compensation policies are designed to:

attract and retain qualified executives who will contribute significantly to our long-term success;

create a direct link between long-term financial performance and individual rewards;

reward executives for achieving or exceeding approved performance measures;

reinforce a sense of ownership and overall entrepreneurial spirit and, in particular, encourage executives to diligently work in the best interests of Sanmina-SCI and its customers;

help ensure that incentive compensation is based primarily on the most pertinent and specific metrics for driving our business success; and

maintain appropriate levels of dilution attributable to equity programs.

The Compensation Committee of the Board oversees our compensation philosophy, objectives and practices. The Committee uses the above-mentioned objectives as a guide in establishing the compensation programs and packages offered to our executive officers and in assessing the proper allocation between long-term and short-term incentive compensation and cash and non-cash compensation.

Throughout this Compensation Discussion and Analysis, the individuals who served as our Chief Executive Officer and Chief Financial Officer during fiscal 2011, as well as the other individuals included in the "Summary Compensation Table" in the Proxy Statement, are referred to as the "named executive officers."

The following are general principles and practices followed by the Committee in determining executive compensation:

Comparison to Peer Group Pay Practices. The Committee also considers the need to offer compensation packages that are comparable to those offered by companies competing with us for executive talent. Therefore, the Committee conducts an annual review of our compensation programs. Should such compensation data show that an executive is non-competitive relative to our peers, the Committee will consider an adjustment in such executive's compensation package in order to better ensure his or her retention.

Types of Compensation. During fiscal 2011, "total compensation" for our named executive officers consisted of three components: base salary, incentive compensation and equity awards. The Committee targets executive base salaries at a lower percentile than the other two elements of total compensation. Therefore, the Committee emphasizes incentive compensation and equity compensation in order to reward and incentivize contributions to Sanmina-SCI's long-term success.

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Amount of Potential Equity Gains. In setting equity compensation levels, the Committee considers, among other things, the value of unvested restricted stock units and stock options, including the extent to which any outstanding options are "out-of-the-money," and the amount of restricted stock and

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options canceled either because the vesting criteria was not satisfied or the exercise price exceeded the market price upon expiration.

Use of Tally Sheets. Tally sheets are spreadsheets used to view an executive's historical and current total compensation. The Committee uses tally sheets to help in assessing whether adjustments are appropriate to base salaries, incentive compensation and/or equity grants.

Internal Pay Equity. The Committee considers the relationship of the Chief Executive Officer's compensation to that of the other named executive officers as a general guideline in determining executive compensation.

Role and Authority of our Compensation Committee

The Compensation Committee of our Board:

oversees our overall compensation policies, plans and benefit programs;

reviews and approves the performance targets for our annual incentive compensation programs;

designs and administers our equity compensation plans; and

reviews and approves the compensation of each of our executive officers, including the amount of base salary, incentive compensation and equity compensation payable and any performance metrics applicable to such executive officer.

The Committee generally meets at least quarterly throughout each year. The Committee meets early in each fiscal year to review target compensation levels for our executive officers for such fiscal year, to approve the annual incentive compensation plan for such fiscal year, to grant equity awards and to approve executive officer incentive compensation, if any, for the previous fiscal year.

In addition, the Board and the Committee have delegated limited authority to our Chief Executive Officer and our General Counsel (the "Designated Approvers") to grant equity awards within certain parameters. The Designated Approvers may grant awards only with respect to employees who are not executive officers and who are not Senior Vice Presidents or above who report directly to the Chief Executive Officer. In any fiscal year, the Designated Approvers may grant, in the aggregate, stock options and other equity awards (including restricted stock units, restricted stock awards and performance-based awards) totaling no more than 10,000 shares to any individual and 200,000 shares to all employees.

Role of Executive Officers in Compensation Decisions

Our Chief Executive Officer and Corporate Secretary regularly attend the Committee's meetings, but are excused, as appropriate, when certain matters of executive compensation are discussed. In addition, the Chief Executive Officer makes recommendations to the Committee with respect to the compensation payable to the named executive officers and other employees. However, the Committee is not bound by the Chief Executive Officer's recommendations and makes all decisions with respect to the Chief Executive Officer's compensation without him being present during such discussions.

Role and Independence of Compensation Consultant

The Committee retained Compensia, Inc., an executive compensation consulting firm, to provide counsel and advice on executive pay issues. During fiscal 2011, the Committee directed Compensia to review for accuracy and completeness the analysis of peer company compensation data and materials provided by management to the Committee, to provide the Committee with information regarding compensation trends generally, as well as industry specific compensation trends, to answer questions the Committee posed regarding compensation issues, and to advise the Committee whether its

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compensation decisions are within industry norms. The Committee has engaged Compensia to conduct a similar review of our executive compensation program for fiscal 2012.

Compensia reported solely to the Committee and our management was not involved in the negotiations of fees charged by Compensia or in the determination of the scope of work performed by Compensia. In addition, Compensia did not perform any services for Sanmina-SCI or the Committee other than providing advice concerning executive and director compensation. The Committee has the sole authority to hire and terminate compensation consultants. As a result, the Committee believes that Compensia is independent of Sanmina-SCI.

Review of Peer Group Data

In making compensation decisions for fiscal 2011, the Committee examined competitive market practices for base salary, incentive compensation and equity compensation awards of global, diversified electronics manufacturing services, or EMS, companies and high-technology manufacturing companies of comparable revenue. The Committee included these companies in the peer group because, like Sanmina-SCI, they have numerous, geographically dispersed manufacturing operations and manufacture, assemble and sell complex, highly engineered products. Data on compensation practices of peer group companies generally was gathered through publicly available information. The Committee also considered data from third-party surveys, which are reported on an aggregate, not individual company, basis. The peer group companies considered by the Committee in determining executive officer compensation for fiscal 2011 are listed below:

Advanced Micro Devices

Benchmark Electronics, Inc.

Celestica Inc.

Flextronics International Ltd.

Jabil Circuit, Inc.

Lexmark International

Molex

Multi-Fineline Electronix, Inc.

NCR

Plexus Corp.

Seagate Technology

SMART Modular Technologies, Inc.

TTM Technologies, Inc.

Viasystems Group Inc.

Western Digital

Components of Compensation

Our executive officer compensation program consists of three main elements:

base salary;

incentive cash compensation; and

equity compensation in the form of stock options and restricted stock units.

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The Committee selected these components because it believes each is necessary to help us attract and retain executive talent. These components also allow us to reward performance throughout the fiscal year and to provide an incentive for executives to appropriately focus on both the annual and long-term financial performance of Sanmina-SCI.

Base Salary

Base salary compensates executive officers for their services rendered on a day-to-day basis. The Committee reviews the appropriateness of the executive officers' base salary at least once each year, generally in October or November. The Committee primarily considers individual performance, experience level, changes in individual roles and responsibilities during the year and competitive compensation data in determining appropriate base salary levels for individual named executive officers.

In October and November of 2010, the Committee reviewed the base salary of each of the named executive officers against the base salaries of similarly situated executive officers of the peer group. The Committee determined that named executive officer base salaries should on average be at the 50th percentile of base salaries for similarly situated executive officers at peer companies. Reflecting the Committee's belief that a substantial portion of executive compensation should be based upon Sanmina-SCI's overall performance and the fact that existing base salaries were within the Committee's targeted range, the Committee did not change base salaries for our named executive officers (including our Chief Executive Officer) for fiscal 2011, other than to increase the base salary of the Chief Financial Officer from \$400,000 to \$440,000 to better align his base salary with those of similarly situated executives employed by companies in our peer group.

Incentive Compensation

Approval of Fiscal 2011 Incentive Compensation Plan

In November 2010, the Committee approved the Sanmina-SCI Fiscal 2011 Corporate Bonus Plan (the "2011 Plan"). The 2011 Plan set forth the methodology for calculating incentive compensation for fiscal 2011 for specified employees of Sanmina-SCI, including executive officers, based upon achievement of specified corporate, individual and, in some cases, divisional, performance objectives. Under the 2011 Plan, Sanmina-SCI's fiscal 2011 performance was measured against pre-established targets for revenue, non-GAAP operating margin, cash flow, inventory turns and return on invested capital. These are all measures used by management and the Board to assess the financial performance and condition of the business and ones that are frequently communicated to stockholders. Sanmina's achievement against these measures results in a corporate performance factor, expressed as a percentage, that is used to help determine the actual executive bonuses for the year, as described below.

The Committee approved the targets for each financial measure based primarily upon forecasts for fiscal 2011 financial performance, the Committee's view of the likelihood of underachievement or overachievement of the targets and the percentile of total cash compensation that would be paid to executives compared to peer companies if the plan funded at target levels. The Committee believed that achievement of the targeted level of performance under the 2011 Incentive Plan would be moderately difficult to difficult based upon industry-wide conditions and Sanmina-SCI's internal forecasts at the time and the extent of Sanmina-SCI's achievement under past incentive plans. For example, although the 2010 plan funded at a 145% level, the 2009 plan did not fund and the 2008 plan funded at only a 55% level.

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Determination of Fiscal 2011 Corporate Performance Factor

For fiscal 2011, the corporate performance factor was 70% of target. This figure was determined in reference to actual revenue and operating margin for fiscal 2011 and adjusted for the levels of return on invested capital, inventory turns and cash flow from operations and investment activities, as shown below:

Base Corporate Performance Factor

Performance Metric	Minimum Target	Actual Performance	Corporate Performance Factor Yielded
Revenue	\$5.8 billion	\$6.6 billion	
Non-GAAP Operating Margin(1)	3.0%	3.9%	60%

Additions to Base Corporate Performance Factor

Performance Metric	Threshold	Actual Performance	Amount of Addition in respect of Actual Performance
Non-GAAP Operating Margin(1)	Greater than or equal to 4.5%	3.9%	None
Return on invested capital	Greater than or equal to 20%	17.3%	None
Cash flow from operations and other activities	Greater than or equal to \$150 million	Cash provided of \$235 million	20%

Subtractions from Base Corporate Performance Factor

Performance Metric	Threshold	Actual Performance	Amount of Subtraction in respect of Actual Performance
Inventory turns	No less than 7.3x	7.0x	10%
Final Fiscal 2011 Corporate Performance Factor, adjusted as set forth above			70%

(1) Non-GAAP operating margin excludes the impact of stock-based compensation expenses, restructuring costs, integration costs, impairment charges for goodwill and intangible assets, amortization expense and other infrequent or unusual items, to the extent material or which Sanmina-SCI considers to be of a non-operational nature in the applicable period.

Determination of Named Executive Officer Incentive Compensation under 2011 Plan

Under the 2011 Plan, the Committee assigned each participant an incentive compensation target expressed as a percentage of base salary. The Committee set individual incentive compensation targets primarily by comparing peer group compensation data and targeting total cash compensation (base salary and incentive compensation) to be between the 50th and 65th percentile for similar executives at peer group companies, which level the Committee believes is necessary to maintain in order to attract and retain management with the necessary experience and skills to improve Sanmina-SCI's financial results and expand its business. Each named executive officer's fiscal 2011 incentive compensation was

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determined by applying the dollar amount of his target incentive compensation to the corporate performance factor yielded by the 2011 Plan calculated as shown above.

Under the 2011 Plan, the Committee also had the discretion to adjust each participant's actual incentive compensation up or down based upon its assessment of individual performance. The Committee used such discretion in adjusting fiscal 2011 incentive compensation above the level yielded by the 2011 Plan in the case of four named executive officers as shown and described below:

Name of Executive Officer (A)	Base Salary (B)	Target Incentive Compensation Percentage (C)	Formula Incentive Compensation (B) × (C) × 70%	Actual Fiscal 2011 Incentive Compensation	Principal reasons for individual performance adjustments
Jure Sola	\$ 805,700	150%	\$ 845,985	\$ 845,985	N/A
Robert K. Eulau	440,000	100%	308,000	340,000	Successfully completed refinancing and redemption of a significant portion of Sanmina-SCI's long-term debt, leading to a substantial decrease in interest expense and an improvement in gross leverage ratio from 4.0 in fiscal 2010 to 3.5 in fiscal 2011
Michael T. Tyler	356,000	75%	186,900	200,000	Successfully settled several key cases; continued to drive improvement in Sanmina-SCI's compliance posture
Dennis Young	326,660	75%	171,497	200,000	Helped drive continued sales growth in a difficult economic climate, resulting in a 4.5% increase year-over-year
David Pulatie	320,000	75%	168,000	180,000	Led initiatives to decrease U.S. employee benefit costs; launched leadership development and succession planning programs

Long-Term Equity-Based Incentive Awards

We provide long-term incentive compensation through awards of stock options and restricted stock units that vest over three to five years. In some cases, the vesting of equity awards accelerates if certain company performance goals are met, such as stock price targets. Our equity compensation program is intended to align the interests of our named executive officers with those of our stockholders by creating an incentive for our named executive officers to maximize stockholder value. The equity compensation program also encourages our named executive officers to remain employed with Sanmina-SCI, because unvested awards are forfeited upon termination of employment; except as provided per the Change-in-Control plan as outlined below. The Committee believes that equity grant levels for companies in the EMS market must remain competitive with equity packages offered at software and other high technology companies which can have more rapidly increasing equity prices and against which Sanmina-SCI finds itself competing for key management.

Sanmina-SCI grants equity awards to its executive officers under the stockholder-approved 2009 Incentive Plan. Grants approved by the Committee become effective and, for stock options, are priced at the fair market value of our common stock, in each case, as of a predetermined future effective grant date in accordance with our Equity Award Administration Policy. The Committee has not granted, nor does it intend in the future to grant, equity compensation awards to executives in anticipation of the release of material non-public information that is likely to result in changes to the price of our common stock, such as a significant positive or negative earnings announcement. Similarly, the Committee has not timed, nor does it intend in the future to time, the release of material non-public information based on equity award grant dates. Also, because equity compensation awards

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typically vest over a three to five year period, the value to recipients of any short-term increase in the price of our common stock immediately following a grant will be attenuated.

The amount and type of equity granted to the named executive officers by the Committee was made on a discretionary basis, but with the intention of achieving the total compensation objectives for each executive officer (i.e. including base salary, incentive compensation opportunity and equity grants). In fiscal 2011, the Committee granted a mix of options and restricted stock units, reflecting its view that full value awards can provide better incentive in volatile market conditions, as have been experienced by Sanmina-SCI during the past year, and can be less dilutive to stockholders since fewer of such awards are granted relative to stock options.

In arriving at the type and amount of equity to grant to the named executives officers in fiscal 2011, the Committee also considered individual performance and the retention value of current executive equity holdings. These factors did not result in an up or down adjustment of any named executive officer's fiscal 2011 grant, but rather were used to confirm the reasonableness of the grant amount chosen by the Committee.

All of the equity granted to the named executive officers in fiscal 2011 was time-based, vesting over a four year period. Recognizing a growing trend towards granting performance-based equity, a significant portion of our fiscal 2012 grants, made in November 2011, vest based upon performance criteria. Specifically, one-half of the total equity granted to the named executive officers was in the form of three-year restricted stock units that only vest if our stock price equals or exceeds \$11.00 per share on the first anniversary of the date of grant. We expect to continue to make performance-based grants a major part of our incentive compensation programs in order to further align the interests of our executive officers with those of stockholders.

Change-in-Control and Severance Arrangements

In order to continue to attract and retain key employees and to provide incentive for their continued service in case of an acquisition of Sanmina-SCI, the Committee approved a change-in-control plan in December 2009 to provide benefits to such employees in the event of certain terminations of employment following a change-in-control. These benefits are comprised of (1) payment, in a lump sum, of one to two times base salary and one times target incentive compensation for the year, (2) acceleration in full of all unvested stock options and restricted stock held by the employee and (3) payment, in a lump sum, of premiums for continued health insurance coverage for a period of 18 months. A change-in-control is defined as an acquisition, in a merger or otherwise, of more than 50% of the voting power of Sanmina-SCI, a sale of substantially all of the assets of Sanmina-SCI or a change in a majority of the Board other than upon recommendation of the incumbent Board. The plan does not provide for a tax gross-up for any of the benefits payable thereunder. In addition, the plan does not provide benefits unless the employee is terminated without cause, or terminates for good reason, within a specified period of time following a change-in-control, as such terms are defined in the plan. The Committee believes that such plan will help our key employees maintain continued focus and dedication to their assigned duties to maximize stockholder value if there is a change-in-control. The Committee also believes the benefits provided by the plan are comparable to those offered by peer group companies based upon benchmarking exercises performed at the direction of the Committee. Among the factors considered by the Committee were the multiple of base salary and incentive compensation used by peer companies to calculate severance benefits and the Committee's assessment of the extent to which such benefits would motivate executive officers to remain with Sanmina-SCI.

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Other Benefits

In addition to the cash and equity compensation discussed above, we provide our executive officers with some additional benefits that the Committee has determined are necessary to attract and retain key talent, which include:

health insurance, as generally available to U.S. employees;

optional participation in our 401(k) plan, as generally available to all U.S. employees (including any matching contributions on the same terms as other participating employees);

supplemental life insurance;

optional participation in a non-qualified executive deferred compensation plan that permits executives to defer receipt of part or all of their base salary and incentive compensation to a future date; and

executive group travel accident insurance.

We do not provide the following types of perquisites to executive officers:

personal use of corporate assets;

executive pension plans;

Sanmina-SCI-funded deferred compensation programs; or

Sanmina-SCI-funded housing (except on a temporary basis in cases of relocation).

Policy Regarding Executive Repayment of Compensation Following Misconduct

Section 304 of the Sarbanes-Oxley Act of 2002 requires that if misconduct results in a material non-compliance with SEC financial reporting requirements, and as a result of such non-compliance Sanmina-SCI is required to restate its financial statements, then the Chief Executive Officer and Chief Financial Officer must disgorge any incentive compensation received during the 12-month period following the filing of the non-compliant report and profits on the sale of Sanmina-SCI stock during such period.

In order to better align itself with corporate governance practices in this area, the Board of Directors has adopted a policy for reimbursement of incentive cash payments received by all executive officers under certain circumstances. This policy supplements, but does not replace, the reimbursement requirements of Section 304 discussed above. Under this policy, Sanmina-SCI shall seek reimbursement of all incentive compensation paid to any executive officer during the 12 month period following the filing with the SEC of financial results required to be restated as a result of such executive's intentional violation of SEC rules or Sanmina-SCI policy.

Policy Regarding Tax Deduction for Compensation under Internal Revenue Code Section 162(m)

Section 162(m) of the Internal Revenue Code ("IRC") limits our tax deduction to \$1 million for compensation paid to certain executive officers named in the Proxy Statement unless the compensation is performance-based. Our 2009 Incentive Plan permits Sanmina-SCI to grant performance-based awards (both cash and equity) that are intended to be exempt from the IRC limit on deductibility. The Committee believes it is desirable for Sanmina-SCI to preserve the full tax deduction for compensation paid to

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executive officers. However, Sanmina-SCI may determine, for business reasons, employee retention or other reasons, to provide compensation to its executive officers that does not qualify for the full deduction under IRC Section 162(m).

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COMPENSATION COMMITTEE REPORT

The Compensation Committee has reviewed and discussed with management the Compensation Discussion and Analysis for fiscal 2011. Based on the review and discussions, the Compensation Committee recommended to the Board that the Compensation Discussion and Analysis be included in Sanmina-SCI's Proxy Statement for its 2012 Annual Meeting of Stockholders.

THE COMPENSATION COMMITTEE
OF THE BOARD OF DIRECTORS OF
SANMINA-SCI CORPORATION

A. Eugene Sapp, Jr., Chairman
Neil R. Bonke
Joseph G. Licata, Jr.
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The following table presents the compensation earned by our Chief Executive Officer, our Chief Financial Officer and our three next most highly compensated executive officers for the fiscal years indicated plus one former executive officer whose compensation would have been required to have been included herein had he remained an executive officer through the end of fiscal 2011.

Name and Principal Position	Year	Salary (\$)(1)	Bonus (\$)(2)	Stock Awards (\$)(3)	Option Awards (\$)(3)	Change in Pension Value and		All Other Compensation (\$)	Total (\$)
						Non-Equity Incentive Plan Compensation (\$)(4)	Non-qualified Deferred Compensation Earnings (\$)		
Jure Sola <i>Chairman of the Board and Chief Executive Officer</i>	2011	\$ 802,601		\$ 2,246,000	\$ 1,464,500	\$ 845,985	\$ 6,130	\$ 54,000(5)	\$ 5,419,216
	2010	804,385			\$ 5,189,130	\$ 1,401,918	57,714	55,316	7,508,463
	2009	720,308			330,501		0(6)	68,000	1,118,809
Robert K. Eulau <i>Executive Vice President and Chief Financial Officer</i>	2011	435,385		701,875	457,656	340,000	409	5,000(7)	1,940,325
	2010	398,585(8)		446,000	1,023,925	522,000	499		2,391,009
	2009	16,923(8)							16,923
Michael Tyler <i>Executive Vice President, General Counsel and Corporate Secretary</i>	2011	356,000		280,750	183,063	200,000		2,975(7)	1,022,788
	2010	354,615		219,750		387,150		4,360	965,875
	2009	333,846	130,000		173,695			12,572	650,113
Dennis Young <i>Executive Vice President, Worldwide Sales and Marketing</i>	2011	326,660		280,750	183,063	200,000		2,734(7)	993,207
	2010	325,506		219,750		299,000		3,888	848,144
	2009	306,814	120,000		167,075			10,527	604,416
David Pulatie <i>Executive Vice President, Global Human Resources</i>	2011	320,000		168,450	109,838	180,000		2,720(7)	781,008
Hari Pillai <i>Former President and Chief Operating Officer</i>	2011	509,523(9)		1,123,000(9)	732,250(9)	(9)	0(10)	324,008(11)	2,688,531
	2010	510,795		879,000		737,000	372,103	17,340	2,516,238
	2009	390,308	200,000		575,913		178,129	19,462	1,363,992

(1) Salaries earned during fiscal 2009 reflect temporary 10% reduction (20% in the case of the Chief Executive Officer and former President and Chief Operating Officer) implemented in January 2009 to reflect business conditions and discontinued in July 2009.

(2) Amounts paid for fiscal 2009 were discretionary bonuses not paid pursuant to Sanmina-SCI's incentive plan for such fiscal year because the performance targets under such plan were not achieved.

(3) Reflects the grant date fair value of each equity award computed in accordance with FAS 123(R) over the life of the award. The assumptions used in the valuation of these awards are set forth in the notes to Sanmina-SCI's consolidated financial statements, which are included in Sanmina-SCI's Annual Report on Form 10-K for fiscal 2011, filed with the SEC. These amounts do not purport to reflect the value that will be recognized by our named executive officers upon sale of the underlying securities.

(4)

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Fiscal 2011 and fiscal 2010 bonuses were paid pursuant to the Sanmina-SCI FY 2011 Corporate Bonus Plan and Fiscal 2010 Corporate Bonus Plan, respectively.

- (5) Comprised of \$40,000 in premiums for life insurance and \$14,000 in premiums for business travel accident insurance.
- (6) Mr. Sola's losses in deferred compensation accounts during fiscal 2009 were \$4,044.
- (7) Consists of premiums for business travel accident insurance.
- (8) Fiscal 2009 amounts represent salary paid from September 11, 2009, the date of commencement of Mr. Eulau's employment with Sanmina-SCI, through October 3, 2009, the last day of our fiscal 2009. In November 2010, Mr. Eulau's annual base salary was increased to \$440,000.
- (9) Mr. Pillai resigned from his position as President and Chief Operating Officer effective March 17, 2011. Pursuant to that certain Agreement and Release dated May 5, 2011 between Mr. Pillai and Sanmina-SCI (the "Pillai Release Agreement"), Mr. Pillai will continue to work for Sanmina-SCI in an advisory capacity through May 5, 2013. Under such agreement, Mr. Pillai's salary was reduced from \$535,033 to \$335,000 annually and he was not eligible for incentive compensation under the FY2011 Corporate Bonus Plan. In addition, Mr. Pillai forfeited a portion of the options and restricted stock units granted to him in the past. See "Grants of Plan Based Awards" and "Outstanding Equity Awards at Fiscal 2011 Year End," below.

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- (10) Mr. Pillai's losses in deferred compensation accounts during fiscal 2011 were \$219,671.
- (11) Comprised of (i) \$8,152 in premiums for life insurance, (ii) \$8,026 in premiums for business travel accident insurance and (iii) \$7,830 in health insurance premiums and a \$300,000 payment made pursuant to the Pillai Release Agreement.

Grants of Plan Based Awards

The following table presents information regarding grants of plan based awards made to each of our named executive officers during fiscal 2011. All equity awards were granted under our 2009 Incentive Plan.

	Grant Date	Estimated Future Payouts Under Non-Equity Incentive Plan Awards(1)			All Other Stock Awards; Number of Stocks or Units (#)(2)	All Other Option Awards (#)(3)	Exercise Price of Option Awards (\$)
		Threshold (\$)	Target (\$)	Maximum (\$)			
Jure Sola <i>Chairman of the Board and Chief Executive Officer</i>	11/8/10 11/15/10	\$ 326,565	\$ 1,208,550	\$ 2,356,673	200,000	200,000	\$ 11.23
Robert K. Eulau <i>Executive Vice President and Chief Financial Officer</i>	11/8/10 11/15/10	132,000	440,000	858,000	62,500	62,500	\$ 11.23
Michael Tyler <i>Executive Vice President, General Counsel and Corporate Secretary</i>	11/8/10 11/15/10	80,000	276,000	520,650	25,000	25,000	\$ 11.23
Dennis Young <i>Executive Vice President, Worldwide Sales and Marketing</i>	11/8/10 11/15/10	73,499	244,995	477,740	25,000	25,000	\$ 11.23
David Pulatie <i>Executive Vice President, Global Human Resources</i>	11/8/10 11/15/10	72,000	240,000	468,000	15,000	15,000	\$ 11.23
Hari Pillai <i>Former President and Chief Operating Officer</i>	11/8/10 11/15/10	184,586(4)	615,288(4)	1,199,812(4)	100,000(4)	100,000(4)	\$ 11.23

- (1) Represents potential cash payments under Sanmina-SCI FY2011 Corporate Bonus Plan approved on November 8, 2010. Actual cash awards made under this plan are shown in the Summary Compensation Table above under the column entitled "Non-Equity Plan Incentive Compensation."
- (2) Subject to the holder continuing to be a service provider to Sanmina-SCI, restricted stock units vest as to one-quarter of the shares subject thereto on each of the first four anniversaries of the date of grant.
- (3) Subject to the holder continuing to be a service provider to Sanmina-SCI, 25% of these stock options vest on the first anniversary of the date of grant and the remaining shares vest at the rate of $\frac{1}{36}$ of such shares per month thereafter.
- (4)

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Pursuant to the terms of his Agreement and Release with Sanmina-SCI, Mr. Pillai was not eligible for, and did not receive, a bonus under the Sanmina-SCI FY2011 Corporate Bonus Plan. In addition, under such agreement, Mr. Pillai agreed to forfeit 75,000 of the 100,000 restricted stock units and 66,667 of the 100,000 stock options granted on November 15, 2010.

Table of Contents**Outstanding Equity Awards at Fiscal 2011 Year-End**

The following table presents certain information concerning the outstanding option awards held as of October 1, 2011, the last day of fiscal 2011, by each of our named executive officers.

Option Awards

Name	Option Grant Date	Number of Securities Underlying Unexercised Options (#) Exercisable	Number of Securities Underlying Unexercised Options (#) Unexercisable	Option Exercise Price (\$)	Option Expiration Date
Jure Sola	11/15/2010	0	200,000(1)	\$ 11.23	11/15/2020
<i>Chairman of the Board and Chief Executive Officer</i>	11/16/2009	412,500	487,500(1)	8.79	11/16/2019
	11/17/2008	111,112	55,555(2)	2.94	11/17/2018
	11/15/2007	125,000		11.88	11/15/2017
	10/27/2004	108,333		44.58	10/27/2014
	10/28/2002	7,223		12.55	10/28/2012
	10/28/2002	9,445		19.98	10/28/2012
	7/31/2002	100,000		24.42	7/31/2012
Robert K. Eulau	11/15/2010		62,500(1)	11.23	11/15/2020
<i>Executive Vice President and Chief Financial Officer</i>	10/15/2009	83,854	91,146(1)	8.92	10/15/2019
Michael R. Tyler	11/15/2010		25,000(1)	11.23	11/15/2020
<i>Executive Vice President, General Counsel and Corporate Secretary</i>	8/17/2009	5,092	14,640(1)	4.45	8/17/2019
	11/17/2008	13,889	13,889(2)	2.94	11/17/2018
	5/15/2007	14,445	2,222(3)	21.12	5/15/2017
Dennis Young	11/15/2010		25,000(1)	11.23	11/15/2020
<i>Executive Vice President, Worldwide Sales and Marketing</i>	8/17/2009	14,757	13,576(1)	4.45	8/17/2019
	11/17/2008	27,778	13,889(2)	2.94	11/17/2018
	11/15/2007	23,333		11.88	11/15/2017
	10/24/2005	11,667		22.44	10/24/2015
	10/27/2004	10,833		44.58	10/27/2014
	10/10/2003	4,167		62.88	10/10/2013
	4/1/2003	18,333		24.12	4/1/2013
David Pulatie	11/15/2010		15,000(1)	11.23	11/15/2020
<i>Executive Vice President, Global Human Resources</i>	8/17/2009	7,778	7,986(1)	4.45	8/17/2019
	11/17/2008	7,611	1,389(2)	2.94	11/17/2018
Hari Pillai	11/15/2010		33,333(1)(4)	\$ 11.23	11/15/2020
<i>Former President and Chief Operating Officer</i>	8/17/2009	71,760	20,092(1)(4)	4.45	8/17/2019
	11/17/2008		27,777(2)(4)	2.94	11/17/2018
	11/15/2007	58,333		11.88	11/15/2017

(1) Subject to the holder continuing to be a service provider to Sanmina-SCI, 25% of these stock options vest on the first anniversary of the date of grant and the remaining shares vest at the rate of 1/36 of such shares per month thereafter.

(2) Subject to the holder continuing to be a service provider to Sanmina-SCI, one-third of this option will vest annually on each of the first three anniversaries of the date of grant.

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- (3) Subject to the holder continuing to be a service provider to Sanmina-SCI, 20% of this option will vest on the first anniversary of the date of grant and 1/48 of the remaining amount per month thereafter.

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- (4) Pursuant to the terms of his Agreement and Release with Sanmina-SCI, Mr. Pillai agreed to forfeit a portion of the options originally granted to him on such grant dates. The amounts shown under the column titled "Securities Underlying Unexercised Options (#) Unexercisable" represent the maximum number of remaining shares under such grants that will continue to vest during Mr. Pillai's remaining service to Sanmina-SCI.

Stock Awards

The following table presents certain information concerning the outstanding stock awards held as of October 1, 2011, the last day of fiscal 2011, by each of our named executive officers.

Name	Stock Award Grant Date	Equity Incentive Plan Awards: Number of Unearned Shares, Units or Other Rights that have not vested (#)	Equity Incentive Plan Awards: Market or Payout Value of Unearned Shares, Units or Other Rights that have not yet vested (\$)(1)
Jure Sola <i>Chairman of the Board and Chief Executive Officer</i>	11/15/2010	200,000(2)	\$ 1,336,000
Robert K. Eulau <i>Executive Vice President and Chief Financial Officer(4)</i>	11/15/2010 10/15/2009	62,500(2) 50,000(3)	417,500 334,000
Michael Tyler <i>Executive Vice President, General Counsel and Corporate Secretary</i>	11/15/2010 11/16/2009	25,000(2) 25,000(4)	167,000 167,000
Dennis Young <i>Executive Vice President, Worldwide Sales and Marketing</i>	11/15/2010 11/16/2009	25,000(2) 25,000(4)	167,000 167,000
David Pulatie <i>Executive Vice President, Global Human Resources</i>	11/15/2010 11/16/2009	15,000(2) 20,000(4)	100,200 133,600
Hari Pillai <i>Former President and Chief Operating Officer</i>	11/15/2010 11/16/2009	25,000(5)(6) 5,000(4)(6)	167,000 33,400

- (1) Value is based on the closing price of Sanmina-SCI's common stock of \$6.68 on September 30, 2011, the last trading day before October 1, 2011, as reported on the NASDAQ Global Select Stock Market.
- (2) Subject to the holder continuing to be a service provider to Sanmina-SCI, restricted stock units vest as to one-quarter of the shares subject thereto on each of the first four anniversaries of the date of grant.
- (3) Restricted stock units vest in full on the third anniversary of the date of grant, except that 25,000 shares shall vest two years after the date of grant in the event of the 14 trading day average price of Sanmina-SCI's common stock exceeds \$20.00 during such time and an additional 25,000 shares will vest two years after the date of grant in the event the 14 trading day average price of Sanmina-SCI's common stock exceeds \$30.00 during such time.
- (4) Subject to the holder continuing to be a service provider to Sanmina-SCI, restricted stock units vest in full upon the third anniversary of the date of grant.
- (5)

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Grant vested in full on November, 15, 2011.

- (6) Pursuant to the terms of his Agreement and Release with Sanmina-SCI, Mr. Pillai agreed to forfeit (i) 75,000 of the 100,000 restricted stock units granted to him on November 15, 2010 and (ii) 95,000 of the 100,000 restricted stock units granted to him on November 16, 2009.

Table of Contents**Option Exercises and Stock Vested in Last Fiscal Year**

The following table presents certain information concerning the exercises of options and the vesting of stock awards by each of our named executive officers during fiscal 2011.

Name	Option Awards		Stock Awards	
	Number of Shares Acquired on Exercise (#)	Value Realized on Exercise (\$)(1)	Number of Shares Acquired on Vesting(#)	Value Realized on Vesting(\$)
Jure Sola <i>Chairman of the Board and Chief Executive Officer</i>				
Robert K. Eulau <i>Executive Vice President and Chief Financial Officer</i>				
Michael Tyler <i>Executive Vice President, General Counsel and Corporate Secretary</i>	10,822	\$ 121,314.62		
Dennis Young <i>Executive Vice President, Worldwide Sales and Marketing</i>				
David Pulatie <i>Executive Vice President, Global Human Resources</i>	16,903	203,320.23		
Hari Pillai <i>Former President and Chief Operating Officer</i>	55,556	444,781.40		

- (1) The aggregate value realized upon exercise of stock options represents the difference between the fair market value of our common stock on the exercise date multiplied by the number of options exercised.

Non-Qualified Deferred Compensation Plan

Pursuant to Sanmina-SCI's non-qualified deferred compensation plan, certain highly compensated employees may defer the receipt of certain compensation, and such deferrals are not subject to income tax until the year in which they are paid. Only members of management or highly compensated employees with a projected base salary of at least \$100,000 may participate in the plan, subject to the approval of our Chief Executive Officer. Sanmina-SCI does not provide matching contributions under

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this plan. The following table presents certain information concerning participation in our non-qualified deferred compensation plan by each of our named executive officers during fiscal 2011.

Name	Executive Contributions (\$)	Aggregate Earnings (\$)	Aggregate Withdrawals/ Distributions (\$)	Aggregate Balance (\$)
Jure Sola <i>Chairman of the Board and Chief Executive Officer</i>	\$ 360,644	\$ 6,130		\$ 945,720
Robert K. Eulau <i>Executive Vice President and Chief Financial Officer</i>		409		5,908
Michael Tyler <i>Executive Vice President, General Counsel and Corporate Secretary</i>				
Dennis Young <i>Executive Vice President, Worldwide Sales and Marketing</i>				
David Pulatic <i>Executive Vice President, Global Human Resources</i>				
Hari Pillai <i>Former President and Chief Operating Officer</i>	430,038	(219,671)	(241,321)	1,701,594

Termination and Change in Control Arrangements

In order to continue to attract and retain key employees and to provide incentive for their continued service in case of an acquisition of Sanmina-SCI, the Compensation Committee approved in December 2009 a change in control plan to provide benefits to such employees in the event of certain terminations of employment following a change in control. These benefits consist of (1) payment, in a lump sum, of one to two times base salary and one times target bonus for the year, (2) acceleration in full of all unvested stock options and restricted stock held by the employee and (3) payment, in a lump sum, of premiums for continued health insurance coverage for a period of 18 months. The plan does not provide benefits unless the employee is terminated without cause or resigns for good reason within a specified period of time following a change in control (as defined below). In addition, covered employees must execute a general release as a condition to receiving benefits. Sanmina-SCI believes that the benefits provided by the plan are comparable to those offered by peer group companies. Below

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is a table showing the potential benefits payable under such plan to the named executive officers of Sanmina-SCI are currently serving as executive officers of Sanmina-SCI.

Name and Position	Salary Payable (multiple of base salary payable)(\$)	Target Bonus Payable(\$)	Value of Accelerated Stock Options and Restricted Stock(1)(\$)	Estimated Value of Continued Health Insurance Coverage(\$)	Total(\$)
Jure Sola, Chief Executive Officer and Chairman	\$ 1,611,400(2X)	\$ 1,208,550	\$ 2,586,000	\$ 18,698	\$ 5,424,648
Robert K. Eulau, Executive Vice President and Chief Financial Officer	960,000(2X)(2)	480,000(2)	1,438,463	31,546	2,910,009
Michael R. Tyler, Executive Vice President, General Counsel and Corporate Secretary	585,000(1.5X)(2)	292,500(2)	605,265	30,605	1,513,370
Dennis Young, Executive Vice President, Worldwide Sales and Marketing	525,000(1.5X)(2)	262,500(2)	601,212	16,926	1,405,638
David Pulatie, Executive Vice President, Global Human Resources	480,000(1.5X)	240,000	429,083	10,155	1,159,238

- (1) Based on equity granted through the end of fiscal 2011 and on a closing stock price of \$8.62 per share on November 17, 2011.
- (2) Benefits reflect adjustments to base salaries made in fiscal 2012, as follows: Robert K. Eulau: \$480,000; Michael R. Tyler: \$390,000; and Dennis R. Young: \$350,000.

In addition to the benefits described above, pursuant to our employment agreement with Michael Tyler, our Executive Vice President, General Counsel and Corporate Secretary, dated February 23, 2007, as amended, Mr. Tyler shall continue to receive his salary for a period of 12 months following any termination of his employment without cause or voluntary termination for good reason.

For purposes of the change of control plan, the following definitions apply. *Change of control* means a person becoming the owner of 50% or more of Sanmina-SCI's common stock, a merger of Sanmina-SCI by which stockholders before the transaction cease to own at least 50% of the voting power of Sanmina-SCI after the transaction, the sale of substantially all of the assets of Sanmina-SCI, approval of a plan of liquidation, or the failure of a majority of the Board of Directors in office at the time the plan became effective to continue to remain in office, unless such new members were nominated by a majority of the members of such Board in office at the time the plan became effective. *Cause* means the willful failure of the executive to perform the executive's duties, the willful engaging in conduct prohibited by Sanmina-SCI's Code of Conduct or the executive's commission of a felony or act of moral turpitude, fraud or embezzlement. *Good reason* means the material diminution of the executive's total annual compensation, authority, duties or responsibilities after a change of control compared to compensation, authorities duties or responsibilities before the change of control (provided that less than a 20% reduction of annual compensation shall not constitute a material diminution of annual compensation), a relocation of the executive to a place of business more than 75 miles from the place of business predominantly used by executive before the change of control, or a material breach by Sanmina-SCI of executive's employment agreement with Sanmina-SCI, if any.

Table of Contents**COMPENSATION OF DIRECTORS**

The following table presents the compensation earned by our non-employee directors during fiscal 2011. As an employee-director, Jure Sola did not receive additional compensation for his service as a director.

Name	Fees earned or paid in cash \$(1)	Stock Awards \$(2)(3)	Option Awards \$(2)	Change in Pension Value and Nonqualified Deferred Compensation Earnings (\$)	Total (\$)
Neil R. Bonke	\$ 96,500	\$ 99,994	\$ 50,772		\$ 247,266
John P. Goldsberry	6,500	246,653	50,772		303,925
Joseph G. Licata, Jr.	6,500	219,988	50,772		277,260
Jean Manas	2,000	206,655	50,772		259,427
Mario M. Rosati	82,000	99,994	50,772		232,766
A. Eugene Sapp, Jr.	9,500	253,319	50,772		313,591
Wayne Shortridge	123,000	139,992	50,772	0(4)	313,764
Jackie M. Ward	3,500	219,988	50,772	0(4)	274,260

- (1) Excludes retainer fees elected by director to be paid in the form of restricted stock units, which are shown in the "Stock Awards" column. Includes meeting fees payable for service prior to January 20, 2011, when we ceased to pay meeting fees for attendance at Board or Committee meetings. Also includes retainer and meeting fees deferred pursuant to the Sanmina-SCI Deferred Compensation Plan for Outside Directors, if any.
- (2) Reflects the grant date fair value of each equity award computed in accordance with FAS 123(R) over the life of the award. The assumptions used in the valuation of these awards are set forth in the notes to Sanmina-SCI's consolidated financial statements, which are included in Sanmina-SCI's Annual Report on Form 10-K for fiscal 2011, filed with the SEC. These amounts do not purport to reflect the value that will be recognized by our directors upon sale of the underlying securities.
- (3) Includes compensation expense reported by Sanmina-SCI for these awards in fiscal 2011 in accordance with FAS 123(R) relating to retainer fees that the director elected to be paid in the form of restricted stock units. See "Director Compensation Arrangements," below.
- (4) Losses in deferred compensation accounts during fiscal 2011 were \$14,113 in the case of Mr. Shortridge and \$70,810 in the case of Ms. Ward.

Director Compensation Arrangements

The Nominating and Governance Committee of the Board sets non-employee director pay levels in December of each year based in part upon benchmarking analyses performed by its independent compensation consultant comparing Sanmina-SCI's program against peer company programs. The Nominating and Governance Committee believes Sanmina-SCI's director compensation practices are reasonable in light of such benchmarking data.

Cash Compensation. During fiscal 2011, non-employee directors earned an annual retainer of \$80,000. Each such director who was a member of the Compensation or Nominating and Governance Committees of the Board also earned an annual retainer of \$10,000 and the chairperson of such committee earned an additional annual retainer of \$10,000. In the case of the Audit Committee, these amounts are increased to \$15,000 for committee members and an additional \$15,000 for the chairperson. Finally, our lead independent director earned an additional cash retainer of \$30,000 for his duties as such.

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Directors could elect to receive their retainers in the form of restricted stock units, in which case the dollar value of the restricted stock issued was increased by one-third. Such restricted stock units vest in full on the day preceding the following Annual Meeting of Stockholders Alternatively, non-employee directors could elect to defer all or part of their retainer payable during fiscal 2011 pursuant to the Sanmina-SCI Deferred Compensation Plan for Outside Directors. Fees so deferred were converted into share units, with each unit representing one share of common stock of Sanmina-SCI. Share units are payable to directors upon termination of their service to Sanmina-SCI.

Equity Compensation. During fiscal 2011, non-employee directors received an aggregate of \$150,000 in value of stock options and restricted stock. A total of \$50,000 of this amount was paid in the form of stock options vesting as to 25% of the shares subject thereto on each of the first quarterly anniversaries of the grant date. The remaining \$100,000 of equity was delivered in the form of restricted stock units vesting over the same term.

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**SECURITY OWNERSHIP OF
CERTAIN BENEFICIAL OWNERS AND MANAGEMENT**

The following table sets forth certain information regarding the beneficial ownership of our common stock as of January 31, 2012, as to: (i) each person (or group of affiliated persons) who is known to us to beneficially own more than five percent of the outstanding shares of our common stock; (ii) each of our named executive officers; (iii) each director and nominee for director; and (iv) all directors and current executive officers as a group.

The information provided in this table is based on Sanmina-SCI's records, information filed with the SEC and information provided to Sanmina-SCI, except where otherwise noted. Unless otherwise indicated, to our knowledge, each stockholder possesses sole voting and investment power over the shares listed, except for shares owned jointly with that person's spouse. The table below is based upon information supplied by officers, directors and principal stockholders and Schedules 13G filed with the SEC. Unless otherwise indicated, the principal address of each of the stockholders below is c/o Sanmina-SCI Corporation, 2700 N. First Street, San Jose, CA 95134.

Name	Shares Beneficially Owned	Approximate Percentage Owned(19)
Columbia Wanger Asset Management, LP(1) 227 West Monroe Street, Suite 3000 Chicago, IL 60606	11,441,333	14.06%
Donald Smith & Co., Inc.(2) 152 West 57 th Street New York, NY 10019	8,126,424	9.99%
Invesco Ltd.(3) 1555 Peachtree Street NE Atlanta, GA 30309	5,034,557	6.19%
BlackRock, Inc.(4) 40 East 52 nd Street New York, NY 10022	4,281,482	5.26%
Jure Sola(5)	1,783,623	2.19%
Robert K. Eulau(6)	142,187	*%
Dennis Young(7)	176,071	*%
Michael R. Tyler(8)	75,645	*%
David Pulatie(9)	27,611	*%
Neil R. Bonke(10)	63,072	*%
John Goldsberry(11)	35,323	*%
Joseph G. Licata, Jr.(12)	84,017	*%
Jean Manas(13)	154,103	*%
Mario M. Rosati(14)	51,013	*%
A. Eugene Sapp, Jr.(15)	385,524	*%
Wayne Shortridge(16)	74,388	*%
Jackie M. Ward(17)	173,482	*%
Hari Pillai(18)	112,190	*%
All directors and current executive officers as a group (13 persons)(19)	3,226,059	3.97%

*

Less than 1%.

(1)

This information is based solely on a Schedule 13G/A filed with the SEC on February 13, 2012 by Columbia Wanger Asset Management, L.P. ("Columbia"). Columbia is the beneficial owner of all of the

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shares reported and has sole voting power with respect to 11,156,333 of the shares and sole dispositive power with respect to all of the shares. Columbia is filing as an investment adviser to various investors.

- (2) This information is based solely on a Schedule 13G/A filed with the SEC on February 13, 2012 by Donald Smith & Co., Inc. on behalf of Donald Smith & Co., Inc., Donald Smith Long/Short Equities Fund, L.P., Richard L. Greenberg, Kamal Shah, Jon Hartsel, Velin Mezinev, Rolf Heitmeyer and John Piermont. Donald Smith & Co., Inc. has sole voting power with respect to 6,215,229 of the shares. Donald Smith Long/Short Equities Fund, L.P. has sole voting power with respect to 61,333 of the shares. Richard L. Greenberg has sole voting power with respect to 19,055 of the shares. Kamel Shah has sole voting power with respect to 4,732 of the shares. Jon Hartsel has sole voting power with respect to 3,000 of the shares. Velin Mezinev has sole voting power with respect to 400 of the shares. Rolf Heitmeyer has sole voting power with respect to 1,000 of the shares and John Piermont has sole voting power with respect to 740 of the shares.
- (3) This information is based solely on a Schedule 13G/A filed with the SEC on February 14, 2012, 2010 by Invesco Ltd. on behalf of Invesco Advisers, Inc., Invesco PowerShares Capital Management, Invesco PowerShares Capital Management Ireland Ltd. and Invesco Investment Advisers, LLC. Invesco Advisers, Inc. has sole voting power and sole dispositive power with respect to 4,989,976 of the shares. Invesco PowerShares Capital Management has sole voting power and sole dispositive power with respect to 36,731 of the shares. Invesco PowerShares Capital Management Ireland Ltd. has sole voting power and sole dispositive power with respect to 1,366 of the shares. Invesco Investment Advisers, LLC has sole voting power and sole dispositive power with respect to 6,484 of the shares.
- (4) This information is based solely on a Schedule 13G filed with the SEC on February 9, 2012 by BlackRock, Inc. ("BlackRock"). BlackRock is the beneficial owner of all of the shares reported and has sole voting power with and sole dispositive power with respect to all of the shares.
- (5) Includes 1,108,335 shares subject to stock options Mr. Sola has the right to exercise within 60 days after January 31, 2012. Also includes 625,288 held by Sola Family Trust.
- (6) Includes 126,562 shares subject to stock options Mr. Eulau has the right to exercise within 60 days after January 31, 2012.
- (7) Includes 136,633 shares subject to stock options Mr. Young has the right to exercise within 60 days after January 31, 2012.
- (8) Includes 61,133 shares subject to stock options Mr. Tyler has the right to exercise within 60 days after January 31, 2012.
- (9) Includes 23,861 shares subject to stock options Mr. Pulatie has the right to exercise within 60 days after January 31, 2012.
- (10) Includes 24,482 shares subject to stock options and restricted stock units that will vest or that Mr. Bonke has the right to exercise within 60 days after January 31, 2012. Also includes 27,764 held by Neil & Karen Bonke Living Trust.
- (11) Includes 20,610 shares subject to stock options and restricted stock units that will vest or that Mr. Goldsberry has the right to exercise within 60 days after January 31, 2012.
- (12) Includes 19,799 shares subject to stock options and restricted stock units that will vest or that Mr. Licata has the right to exercise within 60 days after January 31, 2012.
- (13) Includes 23,651 shares subject to stock options and restricted stock units that will vest or that Mr. Manas has the right to exercise within 60 days after January 31, 2012. Also includes 100,000 held by Jean Manas Rebecca G. Haile Tenants in

Common.

(14)

Includes 26,392 shares subject to stock options and restricted stock units that will vest or that Mr. Rosati has the right to exercise within 60 days after January 31, 2012. Also includes 1,500 shares held by Mario M. Rosati Retirement Trust, Mario M. Rosati, Trustee.

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- (15) Includes 229,128 shares subject to stock options and restricted stock units that will vest or that Mr. Sapp has the right to exercise within 60 days after January 31, 2012. Also includes 60,848 shares held jointly by A. Eugene Sapp, Jr. and Patricia V. Sapp.
- (16) Includes 28,906 shares subject to stock options and restricted stock units that will vest or that Mr. Shortridge has the right to exercise within 60 days after January 31, 2012. Also includes 2,648 shares held in the Sanmina-SCI Deferred Compensation Plan for Outside Directors.
- (17) Includes 31,920 shares subject to stock options and restricted stock units that will vest or that Ms. Ward has the right to exercise within 60 days after January 31, 2012. Also includes 5,608 shares held by Arthur Lee Davis and 13,009 shares held in the Sanmina-SCI Deferred Compensation Plan for Outside Directors.
- (18) Includes 97,407 shares subject to stock options Mr. Pillai has the right to exercise within 60 days after January 31, 2012. Also includes 1,072 shares held by Ramakrishna Pillai C/F Sudha Yvonne Pillai and Sanjay Hari Pillai UTMA/CA, Ramakrishna Hari Pillai, as Custodian.
- (19) Includes an aggregate of 1,850,203 shares subject to stock options and restricted stock units that will vest or that such individuals have the right to exercise within 60 days after January 31, 2012.
- (20) Beneficial ownership is determined in accordance with the rules of the SEC based on factors, including voting and investment power, with respect to the securities. Common shares subject to conversion or issuable upon exercise of options currently exercisable or exercisable within 60 days after January 31, 2012 are deemed outstanding for computing the percentage ownership of the person holding the options, but are not deemed outstanding for computing the percentage of any other person.

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CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS

Pursuant to its written charter, the Audit Committee reviews and approves all related-party transactions required to be disclosed pursuant to the rules and regulations of the SEC and the Nasdaq Global Select Market. Related party transactions include transactions between us and our executive officers, directors or beneficial owners of five percent or greater of our securities and valued at more than \$120,000. As part of its regular review process, the Audit Committee receives a quarterly update from management concerning actual or potential related party transactions. We also solicit written confirmation of any related party transactions from our executive officers and directors on an annual basis. In determining whether to approve related party transactions, the Audit Committee considers the potential benefit to Sanmina-SCI, fairness of the terms of the transaction and potential for conflict of interest and, in the case of directors, loss of independence under applicable SEC and Nasdaq rules. The following is a list of related party transactions that were reviewed and approved by the Audit Committee during fiscal 2011.

Retention of Wilson Sonsini Goodrich & Rosati. During fiscal 2011, Mario M. Rosati, a nominee for election to our Board, was a member of the law firm of Wilson Sonsini Goodrich & Rosati, Professional Corporation, Palo Alto, California ("WSGR"). We retained WSGR as our legal counsel for various matters during the fiscal year. The legal fees paid to WSGR during fiscal 2011 were approximately \$487,887.

Employment of Relatives of Chief Executive Officer. Zeljko Sola, the brother of Jure Sola, our Chairman of the Board and Chief Executive Officer, is a business unit director at Sanmina-SCI, and was paid compensation of approximately \$243,292 in fiscal 2011. Martina Sola, Jure Sola's daughter, is a business development manager at Sanmina-SCI, and was paid compensation of approximately \$180,730 in fiscal 2011. Nikola Sola, Jure Sola's son, is employed in Sanmina-SCI's sales department, and was paid compensation of approximately \$72,888 in fiscal 2011. Each employee's compensation was comparable to other Sanmina-SCI employees at similar levels.

SECTION 16(a) BENEFICIAL OWNERSHIP REPORTING COMPLIANCE

The members of the Board, our executive officers and persons who hold more than 10% of our outstanding common stock are subject to the reporting requirements of Section 16(a) of the Exchange Act which require them to file reports with respect to their ownership of the common stock and their transactions in such common stock. Based upon (i) the copies of Section 16(a) reports which we filed on behalf of our directors and executive officers for their fiscal 2011 transactions in our common stock and (ii) the written representations received from such persons that all of their transactions during the fiscal year were reported, we believe that all reporting requirements under Section 16(a) for such fiscal year were met in a timely manner by our directors and executive officers. We are not aware of any failure to file required Section 16(a) forms by any of the persons who may beneficially own more than 10% of our common stock.

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REPORT OF THE AUDIT COMMITTEE OF THE BOARD OF DIRECTORS

The Audit Committee has reviewed the audited financial statements for fiscal 2011 and has met and held discussions with management regarding the audited financial statements and internal controls over financial reporting. Management is responsible for the internal controls and the financial reporting process. Management has represented to the Audit Committee that our financial statements were prepared in accordance with generally accepted accounting principles.

KPMG LLP, our independent registered public accountants, is responsible for performing an independent audit of our financial statements in accordance with generally accepted auditing standards and expressing an opinion on the conformity of those audited financial statements in accordance with generally accepted accounting principles. Our independent registered public accountants are also responsible for performing an audit in accordance with the standards of the U.S. Public Company Accounting Oversight Board on the effectiveness of Sanmina-SCI's internal control over financial reporting as of October 1, 2011. The Audit Committee has discussed with KPMG the overall scope of such audits and has met with KPMG, with and without management present, to discuss the results of their examinations and their evaluations of our internal controls.

The Audit Committee also reviewed with KPMG its judgments as to the quality, not just the acceptability, of our accounting principles and such other matters as are required to be discussed with the Audit Committee by Statement on Auditing Standards No. 114 "The Auditor's Communication With Those Charged With Governance." Finally, the Audit Committee has also received the written disclosures and the letter from the independent accountants required by applicable requirements of the Public Company Accounting Oversight Board regarding the independent accountants' communications with the Audit Committee concerning independence, and has discussed with the independent accountants the independent accountants' independence.

Based on the reviews and discussions referred to above, the Audit Committee has recommended to the Board (and the Board has approved) that the audited financial statements for fiscal 2011 be included in the Annual Report on Form 10-K for fiscal 2011 for filing with the SEC. In addition, the Audit Committee has also approved the selection of KPMG as our independent registered public accountants for fiscal 2012.

Respectfully submitted,

The Audit Committee
of the Sanmina-SCI Corporation
Board of Directors

John G. Goldsberry, Chairman
A. Eugene Sapp, Jr.
Wayne Shortridge

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OTHER MATTERS

We know of no other matters to be submitted to the meeting. If any other matters properly come before the meeting, it is the intention of the persons named in the accompanying form of proxy to vote the shares they represent in accordance with their best judgment.

WE WILL MAIL WITHOUT CHARGE TO ANY STOCKHOLDER UPON WRITTEN REQUEST A COPY OF OUR ANNUAL REPORT ON FORM 10-K, INCLUDING THE FINANCIAL STATEMENTS, SCHEDULES AND A LIST OF EXHIBITS. REQUESTS SHOULD BE SENT TO INVESTOR RELATIONS, SANMINA-SCI CORPORATION, 30 E. PLUMERIA DRIVE, SAN JOSE, CALIFORNIA 95134.

AVAILABILITY OF ADDITIONAL INFORMATION

We are a reporting company and file annual, quarterly and current reports, proxy statements and other information with the SEC. You may read and copy these reports, proxy statements and other information at the SEC's public reference rooms. A copy of our Annual Report on Form 10-K for fiscal 2011 is available without charge from our website at www.sanmina-sci.com under the heading "Investor Relations-SEC Filings" and is also available in print to stockholders without charge and upon request, addressed to Sanmina-SCI Corporation, 30 E. Plumeria Drive, San Jose, California 95134, Attention: Corporate Secretary.

For the Board of Directors

Michael R. Tyler,
*Executive Vice President, General Counsel and
Corporate Secretary*

February 23, 2012

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APPENDIX A

SANMINA-SCI CORPORATION

2009 INCENTIVE PLAN

(As amended on December 5, 2011, subject to stockholder approval)

1. Purposes of the Plan. The purposes of this Plan are:

to attract and retain the best available personnel for positions of substantial responsibility,

to provide additional incentive to Employees, Directors, and Consultants, and

to promote the success of the Company's business.

The Plan permits the grant of Incentive Stock Options, Nonstatutory Stock Options, Restricted Stock, Restricted Stock Units, Stock Appreciation Rights, Performance Units, Performance Shares and other stock or cash awards as the Administrator may determine.

2. Definitions. As used herein, the following definitions will apply:

(a) "*Accounts Payable Days*" means as to any Performance Period the ratio of 365 days to Accounts Payable Turns.

(b) "*Accounts Payable Turns*" means as to any Performance Period the ratio of four times the Company's cost of goods sold for the Performance Period to accounts payable on the last day of the Performance Period, in each case calculated in accordance with GAAP.

(c) "*Administrator*" means the Board or any of its Committees as will be administering the Plan, in accordance with Section 4 of the Plan.

(d) "*Affiliate*" means any corporation or any other entity (including, but not limited to, partnerships and joint ventures) controlling, controlled by, or under common control with the Company.

(e) "*Annual Revenue*" means the Company's or a business unit's net sales for the Performance Period, determined in accordance with GAAP.

(f) "*Applicable Laws*" means the requirements relating to the administration of equity-based awards under U.S. state corporate laws, U.S. federal and state securities laws, the Code, any stock exchange or quotation system on which the Common Stock is listed or quoted and the applicable laws of any foreign country or jurisdiction where Awards are, or will be, granted under the Plan.

(g) "*Award*" means, individually or collectively, a grant under the Plan of Options, Restricted Stock, Restricted Stock Units, Stock Appreciation Rights, Performance Units (including Performance Units payable in cash), Performance Shares and other stock or cash awards as the Administrator may determine.

(h) "*Award Agreement*" means the written or electronic agreement setting forth the terms and provisions applicable to each Award granted under the Plan. The Award Agreement is subject to the terms and conditions of the Plan.

(i) "*Board*" means the Board of Directors of the Company.

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(j) "*Cash Collections*" means the actual cash or other freely negotiable consideration, in any currency, received in satisfaction of accounts receivable created by the sale of any Company products or services.

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(k) "*Cash Cycle Days*" means the ratio of 365 days to Inventory Turns, plus Days Sales Outstanding minus Accounts Payable Days.

(l) "*Change in Control*" means the occurrence of any of the following events:

(i) A change in the ownership of the Company which occurs on the date that any one person, or more than one person acting as a group, ("*Person*") acquires ownership of the stock of the Company that, together with the stock held by such Person, constitutes more than 50% of the total voting power of the stock of the Company; provided, however, that for purposes of this subsection (i), the acquisition of additional stock by any one Person, who is considered to own more than 50% of the total voting power of the stock of the Company will not be considered a Change in Control; or

(ii) A change in the effective control of the Company which occurs on the date that a majority of members of the Board is replaced during any twelve (12) month period by Directors whose appointment or election is not endorsed by a majority of the members of the Board prior to the date of the appointment or election. For purposes of this clause (ii), if any Person is considered to effectively control the Company, the acquisition of additional control of the Company by the same Person will not be considered a Change in Control; or

(iii) A change in the ownership of a substantial portion of the Company's assets which occurs on the date that any Person acquires (or has acquired during the twelve (12) month period ending on the date of the most recent acquisition by such person or persons) assets from the Company that have a total gross fair market value equal to or more than 50% of the total gross fair market value of all of the assets of the Company immediately prior to such acquisition or acquisitions; provided, however, that for purposes of this subsection (iii), the following will not constitute a change in the ownership of a substantial portion of the Company's assets: (A) a transfer to an entity that is controlled by the Company's stockholders immediately after the transfer, or (B) a transfer of assets by the Company to: (1) a stockholder of the Company (immediately before the asset transfer) in exchange for or with respect to the Company's stock, (2) an entity, 50% or more of the total value or voting power of which is owned, directly or indirectly, by the Company, (3) a Person, that owns, directly or indirectly, 50% or more of the total value or voting power of all the outstanding stock of the Company, or (4) an entity, at least 50% of the total value or voting power of which is owned, directly or indirectly, by a Person described in this subsection (iii)(B)(3). For purposes of this subsection (iii), gross fair market value means the value of the assets of the Company, or the value of the assets being disposed of, determined without regard to any liabilities associated with such assets.

(iv) For purposes of this Section 2(l), persons will be considered to be acting as a group if they are owners of a corporation that enters into a merger, consolidation, purchase or acquisition of stock, or similar business transaction with the Company.

(m) "*Code*" means the Internal Revenue Code of 1986, as amended. Any reference to a section of the Code herein will be a reference to any successor or amended section of the Code.

(n) "*Committee*" means a committee of Directors or of one or more other individuals satisfying Applicable Laws appointed by the Board in accordance with Section 4 hereof.

(o) "*Common Stock*" means the common stock of the Company.

(p) "*Company*" means Sanmina-SCI Corporation, a Delaware corporation, or any successor thereto.

(q) "*Consultant*" means any person, including an advisor, who is (i) engaged by the Company or an Affiliate to render consulting or advisory services and is compensated for such services, or (ii) serving as a member of the Board of Directors of an Affiliate and is compensated for such services.

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However, service solely as a Director, or payment of a fee for such service, shall not cause a Director to be considered a "Consultant" for purposes of the Plan.

(r) "*Customer Satisfaction MBOs*" means as to any Participant, the objective and measurable individual goals set by a "management by objectives" process and approved by the Administrator, which goals relate to the satisfaction of external or internal customer requirements.

(s) "*Days Sales Outstanding*" means as to any Performance Period the ratio of accounts receivable, net, on the last day of the Performance Period calculated in accordance with GAAP, to average daily net sales for the Performance Period.

(t) "*Determination Date*" means the latest possible date that will not jeopardize the qualification of an Award granted under the Plan as "performance-based compensation" under Code Section 162(m).

(u) "*Director*" means a member of the Board.

(v) "*Disability*" means total and permanent disability as defined in Code Section 22(e)(3), provided that in the case of Awards other than Incentive Stock Options, the Administrator in its discretion may determine whether a permanent and total disability exists in accordance with uniform and non-discriminatory standards adopted by the Administrator from time to time.

(w) "*Earnings Per Share*" means as to any Performance Period, the Company's Net Income or a business unit's Pro Forma Net Income, divided by a weighted average number of Shares outstanding and dilutive common equivalent Shares deemed outstanding.

(x) "*Employee*" means any person, including Officers and Directors, employed by the Company or its Affiliates. Neither service as a Director nor payment of a director's fee by the Company will be sufficient to constitute "employment" by the Company.

(y) "*Exchange Act*" means the Securities Exchange Act of 1934, as amended.

(z) "*Fair Market Value*" means, as of any date the value of Common Stock determined as follows:

(i) If the Common Stock is listed on any established stock exchange or a national market system, including without limitation the New York Stock Exchange, the Nasdaq Global Market, the Nasdaq Global Select Market or the Nasdaq Capital Market, its Fair Market Value will be the closing sales price for such stock (or the closing bid, if no sales were reported) as quoted on such exchange or system for such date, as reported in *The Wall Street Journal* or such other source as the Administrator deems reliable;

(ii) If the Common Stock is regularly quoted by a recognized securities dealer but selling prices are not reported, the Fair Market Value of a Share of Common Stock will be the mean between the high bid and low asked prices for the Common Stock for such date, as reported in *The Wall Street Journal* or such other source as the Administrator deems reliable; or

(iii) In the absence of an established market for the Common Stock, the Fair Market Value will be determined in good faith by the Administrator.

(iv) Notwithstanding the preceding, for federal, state, and local income tax reporting purposes and for such other purposes as the Administrator deems appropriate, the Fair Market Value shall be determined by the Administrator in accordance with uniform and nondiscriminatory standards adopted by it from time to time.

(aa) "*Fiscal Year*" means the fiscal year of the Company.

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(bb) "*Free Cash Flow*" means as to any Performance Period the combination of cash provided by (used in) operations of the Company and cash provided by (used in) investing activities of the Company, in each case determined in accordance with GAAP.

(cc) "*GAAP*" means United States Generally Accepted Accounting Principles.

(dd) "*Gross Margin*" means as to any Performance Period Gross Profit of the Company or any business unit divided by gross revenue of the Company or such business unit, in each case determined in accordance with GAAP.

(ee) "*Gross Profit*" means as to any Performance Period the difference between gross revenue of the Company or any business unit and cost of goods sold of the Company or such business unit, in each case determined in accordance with GAAP.

(ff) "*Incentive Stock Option*" means an Option that by its terms qualifies and is otherwise intended to qualify as an incentive stock option within the meaning of Code Section 422 and the regulations promulgated thereunder.

(gg) "*Inventory Turns*" means as to any Performance Period the ratio of four times cost of goods sold for the Performance Period to inventory on the last day of the Performance Period, in each case calculated in accordance with GAAP.

(hh) "*Net Income*" means as to any Performance Period, the income after taxes of the Company determined in accordance with GAAP.

(ii) "*New Orders*" means as to any Performance Period, the firm orders for a system, product, part, or service that are being recorded for the first time as defined in the Company's order recognition policy.

(jj) "*Nonstatutory Stock Option*" means an Option that by its terms does not qualify or is not intended to qualify as an Incentive Stock Option.

(kk) "*Officer*" means a person who is an officer of the Company within the meaning of Section 16 of the Exchange Act and the rules and regulations promulgated thereunder.

(ll) "*Operating Income*" means as to any Performance Period, the difference between Gross Profit and operating expenses, determined in accordance with GAAP.

(mm) "*Option*" means a stock option granted pursuant to Section 6 of the Plan.

(nn) "*Parent*" means a "parent corporation," whether now or hereafter existing, as defined in Code Section 424(e).

(oo) "*Participant*" means the holder of an outstanding Award.

(pp) "*Performance-Based Award*" means any Awards that are subject to the terms and conditions set forth in Section 13. All Performance-Based Awards are intended to qualify as qualified performance-based compensation under Code Section 162(m).

(qq) "*Performance Bonus Award*" means a cash award set forth in Section 12.

(rr) "*Performance Goals*" will have the meaning set forth in Section 11 of the Plan.

(ss) "*Performance Period*" means any Fiscal Year of the Company or such other period as determined by the Administrator in its sole discretion.

(tt) "*Performance Share*" means an Award denominated in Shares which may be earned in whole or in part upon attainment of Performance Goals or other vesting criteria as the Administrator may determine pursuant to Section 10.

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(uu) "*Performance Unit*" means an Award which may be earned in whole or in part upon attainment of Performance Goals or other vesting criteria as the Administrator may determine and which, in the Administrator's sole discretion, may be settled for cash, Shares or other securities or a combination of the foregoing pursuant to Section 10, in the Administrator's sole discretion.

(vv) "*Period of Restriction*" means the period during which the transfer of Shares of Restricted Stock are subject to restrictions and therefore, the Shares are subject to a substantial risk of forfeiture. Such restrictions may be based on the passage of time, the achievement of target levels of performance, or the occurrence of other events as determined by the Administrator.

(ww) "*Plan*" means this 2009 Incentive Plan.

(xx) "*Pro Forma Net Income*" means as to any business unit for any Performance Period, the Net Income of such business unit, minus allocations of designated corporate expenses.

(yy) "*Product Shipments*" means as to any Performance Period, the quantitative and measurable number of units of a particular product that shipped during such Performance Period.

(zz) "*Restricted Stock*" means Shares issued pursuant to an Award of Restricted Stock under Section 8 of the Plan, or issued pursuant to the early exercise of an Option.

(aaa) "*Restricted Stock Unit*" means a bookkeeping entry representing an amount equal to the Fair Market Value of one Share, granted pursuant to Section 9. Each Restricted Stock Unit represents an unfunded and unsecured obligation of the Company.

(bbb) "*Return on Designated Assets*" means as to any Performance Period, the Pro Forma Net Income of a business unit, divided by the average of beginning and ending business unit designated assets, or Net Income of the Company, divided by the average of beginning and ending designated corporate assets.

(ccc) "*Return on Equity*" means, as to any Performance Period, the percentage equal to the value of the Company's or any business unit's common stock investments at the end of such Performance Period, divided by the value of such common stock investments at the start of such Performance Period, excluding any common stock investments so designated by the Administrator.

(ddd) "*Return on Sales*" means as to any Performance Period, the percentage equal to the Company's Net Income or the business unit's Pro Forma Net Income, divided by the Company's or the business unit's Annual Revenue.

(eee) "*Rule 16b-3*" means Rule 16b-3 of the Exchange Act or any successor to Rule 16b-3, as in effect when discretion is being exercised with respect to the Plan.

(fff) "*Section 16(b)*" means Section 16(b) of the Exchange Act.

(ggg) "*Service Provider*" means an Employee, Director or Consultant.

(hhh) "*Share*" means a share of the Common Stock, as adjusted in accordance with Section 15 of the Plan.

(iii) "*Stock Appreciation Right*" means an Award, granted alone or in connection with an Option, that pursuant to Section 7 is designated as a Stock Appreciation Right.

(jjj) "*Subsidiary*" means a "subsidiary corporation," whether now or hereafter existing, as defined in Code Section 424(f).

(kkk) "*Successor Corporation*" has the meaning given to such term in Section 17(c) of the Plan.

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3. Stock Subject to the Plan.

(a) *Stock Subject to the Plan.* Subject to the provisions of Section 17 of the Plan, the maximum aggregate number of Shares that may be awarded and sold under the Plan is 14,700,000 Shares. The Shares may be authorized, but unissued, or reacquired Common Stock.

(b) *Full Value Awards.* Any Shares subject to Awards other than Options or Stock Appreciation Rights will be counted against the numerical limits of this Section 3 as 1.36 Shares for every one Share subject thereto. Further, if Shares acquired pursuant to any such Award are forfeited or repurchased by the Company and would otherwise return to the Plan pursuant to Section 3(c), 1.36 times the number of Shares so forfeited or repurchased will return to the Plan and will again become available for issuance.

(c) *Lapsed Awards.* If an Award expires or becomes unexercisable without having been exercised in full, or, with respect to Restricted Stock, Restricted Stock Units, Performance Shares or Performance Units which are to be settled in Shares, is forfeited to or repurchased by the Company, the unpurchased Shares (or for Awards other than Options and Stock Appreciation Rights, the forfeited or repurchased Shares) which were subject thereto will become available for future grant or sale under the Plan (unless the Plan has terminated). Upon exercise of a Stock Appreciation Right settled in Shares, the gross number of Shares covered by the portion of the Award so exercised will cease to be available under the Plan. If unvested Shares of Restricted Stock, or unvested Shares issued pursuant to Awards of Restricted Stock Units, Performance Shares or Performance Units are repurchased by or forfeited to the Company, such Shares will become available for future grant under the Plan. Shares used to pay the tax and exercise price of an Award will not become available for future grant or sale under the Plan. To the extent an Award under the Plan is paid out in cash rather than Shares, such cash payment will not result in reducing the number of Shares available for issuance under the Plan. Notwithstanding the foregoing and, subject to adjustment provided in Section 17, the maximum number of Shares that may be issued upon the exercise of Incentive Stock Options will equal the aggregate Share number stated in Section 3(a), plus, to the extent allowable under Code Section 422, any Shares that become available for issuance under the Plan under this Section 3(b).

(d) *Share Reserve.* The Company, during the term of this Plan, will at all times reserve and keep available such number of Shares as will be sufficient to satisfy the requirements of the Plan.

4. Administration of the Plan.

(a) *Procedure.*

(i) *Multiple Administrative Bodies.* Different Committees with respect to different groups of Service Providers may administer the Plan.

(ii) *Section 162(m).* To the extent that the Administrator determines it to be desirable to qualify Awards granted hereunder as "performance-based compensation" within the meaning of Code Section 162(m), the Plan will be administered by a Committee of two or more "outside directors" within the meaning of Code Section 162(m).

(iii) *Rule 16b-3.* To the extent desirable to qualify transactions hereunder as exempt under Rule 16b-3, the transactions contemplated hereunder will be structured to satisfy the requirements for exemption under Rule 16b-3.

(iv) *Delegation to an Officer.* The Board may delegate to one or more Officers of the Company the authority to do one or both of the following (i) designate Employees or Consultants of the Company or any of its Subsidiaries who are not Officers to be recipients of Options, Restricted Stock and Restricted Stock Units and the terms thereof, and (ii) determine the number of shares of Common Stock to be subject to such Awards granted to such Employees and

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Consultants; provided, however, that the Board resolutions regarding such delegation shall specify the total number of shares of Common Stock that may be subject to the Awards granted by such Officer. Notwithstanding anything to the contrary in this Section 4(a), the Board may not delegate to an Officer authority to determine the Fair Market Value of the Common Stock pursuant to Section 4(b) below.

(v) *Other Administration.* Other than as provided above, the Plan will be administered by (A) the Board or (B) a Committee, which committee will be constituted to satisfy Applicable Laws.

(b) *Powers of the Administrator.* Subject to the provisions of the Plan, and in the case of a Committee, subject to the specific duties delegated by the Board to such Committee, the Administrator will have the authority, in its discretion:

- (i) to determine the Fair Market Value;
- (ii) to select the Service Providers to whom Awards may be granted hereunder;
- (iii) to determine the terms and conditions, not inconsistent with the terms of the Plan, of any Award granted hereunder;
- (iv) to construe and interpret the terms of the Plan and Awards granted pursuant to the Plan;
- (v) to prescribe, amend and rescind rules and regulations relating to the Plan, including rules and regulations relating to sub-plans established for the purpose of satisfying applicable foreign laws;
- (vi) to modify or amend each Award (subject to Section 22(c) of the Plan). Notwithstanding the previous sentence, the Administrator may not modify or amend an Option or Stock Appreciation Right to reduce the exercise price of such Option or Stock Appreciation Right after it has been granted (except for adjustments made pursuant to Section 17), and neither may the Administrator cancel any outstanding Option or Stock Appreciation Right in exchange for cash, other awards or an Option or Stock Appreciation Right with an exercise price that is less than the exercise price of the original Option or Stock Appreciation Right, unless such action is approved by stockholders prior to such action being taken;
- (vii) to authorize any person to execute on behalf of the Company any instrument required to effect the grant of an Award previously granted by the Administrator;
- (viii) to allow a Participant to defer the receipt of the payment of cash or the delivery of Shares that would otherwise be due to such Participant under an Award pursuant to such procedures as the Administrator may determine; and
- (ix) to make all other determinations deemed necessary or advisable for administering the Plan.

(c) *Effect of Administrator's Decision.* The Administrator's decisions, determinations and interpretations will be final and binding on all Participants and any other holders of Awards.

5. Eligibility. Nonstatutory Stock Options, Stock Appreciation Rights, Restricted Stock, Restricted Stock Units, Performance Units, Performance Shares and such other cash or stock awards as the Administrator determines may be granted to Service Providers. Incentive Stock Options may be granted only to employees of the Company or any Parent or Subsidiary of the Company.

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6. Stock Options.

(a) *Limitations.* Each Option will be designated in the Award Agreement as either an Incentive Stock Option or a Nonstatutory Stock Option. However, notwithstanding such designation, to the extent that the aggregate Fair Market Value of the Shares with respect to which Incentive Stock Options are exercisable for the first time by the Participant during any calendar year (under all plans of the Company and any Parent or Subsidiary) exceeds \$100,000, such Options will be treated as Nonstatutory Stock Options. For purposes of this Section 6(a), Incentive Stock Options will be taken into account in the order in which they were granted. The Fair Market Value of the Shares will be determined as of the time the Option with respect to such Shares is granted.

(b) *Number of Shares.* The Administrator will have complete discretion to determine the number of Shares subject to an Option granted to any Participant, provided that during any Fiscal Year, no Participant will be granted an Option covering more than 833,333 Shares. Notwithstanding the limitation in the previous sentence, an Employee may be granted Options covering up to an additional 833,333 Shares during the fiscal year in which his or her initial service as an Employee begins.

(c) *Term of Option.* The Administrator will determine the term of each Option in its sole discretion; provided, however, that the term will be no more than ten (10) years from the date of grant thereof. Moreover, in the case of an Incentive Stock Option granted to a Participant who, at the time the Incentive Stock Option is granted, owns stock representing more than ten percent (10%) of the total combined voting power of all classes of stock of the Company or any Parent or Subsidiary, the term of the Incentive Stock Option will be five (5) years from the date of grant or such shorter term as may be provided in the Award Agreement.

(d) *Option Exercise Price and Consideration.*

(i) *Exercise Price.* The per share exercise price for the Shares to be issued pursuant to exercise of an Option will be determined by the Administrator, but will be no less than 100% of the Fair Market Value per Share on the date of grant. In addition, in the case of an Incentive Stock Option granted to an Employee who, at the time the Incentive Stock Option is granted, owns stock representing more than ten percent (10%) of the voting power of all classes of stock of the Company or any Parent or Subsidiary, the per Share exercise price will be no less than 110% of the Fair Market Value per Share on the date of grant. Notwithstanding the foregoing provisions of this Section 6(c), Options may be granted with a per Share exercise price of less than 100% of the Fair Market Value per Share on the date of grant pursuant to a transaction described in, and in a manner consistent with, Code Section 424(a).

(ii) *Waiting Period and Exercise Dates.* At the time an Option is granted, the Administrator will fix the period within which the Option may be exercised and will determine any conditions that must be satisfied before the Option may be exercised.

(iii) *Form of Consideration.* The Administrator will determine the acceptable form(s) of consideration for exercising an Option, including the method of payment, to the extent permitted by Applicable Laws, which forms of consideration shall be set forth in the Award Agreement at the time of grant.

(e) *Exercise of Option.*

(i) *Procedure for Exercise; Rights as a Stockholder.* Any Option granted hereunder will be exercisable according to the terms of the Plan and at such times and under such conditions as determined by the Administrator and set forth in the Award Agreement. An Option may not be exercised for a fraction of a Share.

An Option will be deemed exercised when the Company receives: (i) notice of exercise (in such form as the Administrator specifies from time to time) from the person entitled to exercise the

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Option, and (ii) full payment for the Shares with respect to which the Option is exercised (together with any applicable withholding taxes). No adjustment will be made for a dividend or other right for which the record date is prior to the date the Shares are issued, except as provided in Section 17 of the Plan.

(ii) *Termination of Relationship as a Service Provider.* If a Participant ceases to be a Service Provider, other than upon the Participant's termination as the result of the Participant's death or Disability, the Participant may exercise his or her Option within such period of time as is specified in the Award Agreement to the extent that the Option is vested on the date of termination (but in no event later than the expiration of the term of such Option as set forth in the Award Agreement). In the absence of a specified time in the Award Agreement, the Option will remain exercisable for ninety (90) days following the Participant's termination. Unless otherwise provided by the Administrator, if on the date of termination the Participant is not vested as to his or her entire Option, the Shares covered by the unvested portion of the Option will revert to the Plan. If after termination the Participant does not exercise his or her Option within the time specified by the Administrator, the Option will terminate, and the Shares covered by such Option will revert to the Plan.

(iii) *Disability of Participant.* If a Participant ceases to be a Service Provider as a result of the Participant's Disability, the Participant may exercise his or her Option within such period of time as is specified in the Award Agreement to the extent the Option is vested on the date of termination (but in no event later than the expiration of the term of such Option as set forth in the Award Agreement). In the absence of a specified time in the Award Agreement, the Option will remain exercisable for five (5) years following the Participant's termination. Unless otherwise provided by the Administrator, if on the date of termination the Participant is not vested as to his or her entire Option, the Shares covered by the unvested portion of the Option will revert to the Plan. If after termination the Participant does not exercise his or her Option within the time specified herein, the Option will terminate, and the Shares covered by such Option will revert to the Plan.

(iv) *Death of Participant.* If a Participant dies while a Service Provider, the Option may be exercised following the Participant's death within such period of time as is specified in the Award Agreement to the extent of all of the shares subject to the Option, including Shares that had not yet vested on the date of death (but in no event may the option be exercised later than the expiration of the term of such Option as set forth in the Award Agreement), by the Participant's designated beneficiary, provided such beneficiary has been designated in a form acceptable to the Administrator. If no such beneficiary has been designated by the Participant, then such Option may be exercised by the personal representative of the Participant's estate or by the person(s) to whom the Option is transferred pursuant to the Participant's will or in accordance with the laws of descent and distribution. In the absence of a specified time in the Award Agreement, the Option will remain exercisable for five (5) years following Participant's death. If the Option is not so exercised within the time specified herein, the Option will terminate, and the Shares covered by such Option will revert to the Plan.

(v) *Other Termination.* A Participant's Award Agreement may also provide that if the exercise of the Option following the termination of Participant's status as a Service Provider (other than upon the Participant's death or Disability) would result in liability under Section 16(b), then the Option will terminate on the earlier of (A) the expiration of the term of the Option set forth in the Award Agreement, or (B) the 10th day after the last date on which such exercise would result in such liability under Section 16(b). Finally, a Participant's Award Agreement may also provide that if the exercise of the Option following the termination of the Participant's status as a Service Provider (other than upon the Participant's death or Disability) would be prohibited at any time solely because the issuance of Shares would violate the registration requirements under the

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Securities Act, then the Option will terminate on the earlier of (A) the expiration of the term of the Option, or (B) the expiration of a period of ninety (90) days after the termination of the Participant's status as a Service Provider during which the exercise of the Option would not be in violation of such registration requirements.

7. Stock Appreciation Rights.

(a) *Grant of Stock Appreciation Rights.* Subject to the terms and conditions of the Plan, a Stock Appreciation Right may be granted to Service Providers at any time and from time to time as will be determined by the Administrator, in its sole discretion.

(b) *Number of Shares.* The Administrator will have complete discretion to determine the number of Stock Appreciation Rights granted to any Participant, provided that during any Fiscal Year, no Participant will be granted Stock Appreciation Rights covering more than 833,333 Shares. Notwithstanding the limitation in the previous sentence, an Employee may be granted Stock Appreciation Rights covering up to an additional 833,333 Shares during the fiscal year in which his or her initial service as an Employee begins.

(c) *Exercise Price and Other Terms.* The Administrator, subject to the provisions of the Plan, will have complete discretion to determine the terms and conditions of Stock Appreciation Rights granted under the Plan, provided, however, that the exercise price will be not less than 100% of the Fair Market Value of a Share on the date of grant.

(d) *Stock Appreciation Right Agreement.* Each Stock Appreciation Right grant will be evidenced by an Award Agreement that will specify the exercise price, the term of the Stock Appreciation Right, the conditions of exercise, and such other terms and conditions as the Administrator, in its sole discretion, will determine.

(e) *Expiration of Stock Appreciation Rights.* A Stock Appreciation Right granted under the Plan will expire upon the date determined by the Administrator, in its sole discretion, and set forth in the Award Agreement; provided, however, that the term will be no more than ten (10) years from the date of grant thereof. Notwithstanding the foregoing, the rules of Section 6(e) also will apply to Stock Appreciation Rights.

(f) *Payment of Stock Appreciation Right Amount.* Upon exercise of a Stock Appreciation Right, a Participant will be entitled to receive payment from the Company in an amount determined by multiplying:

- (i) The difference between the Fair Market Value of a Share on the date of exercise over the exercise price; times
- (ii) The number of Shares with respect to which the Stock Appreciation Right is exercised.

At the discretion of the Administrator, the payment upon Stock Appreciation Right exercise may be in cash, in Shares of equivalent value, or in some combination thereof.

(g) *Dividends and Other Distributions.* Service Providers holding unvested Stock Appreciation Rights shall not be entitled to receive dividends or other distributions in respect of such Awards until the time specified for payout of the Stock Appreciation Rights in the Award Agreement.

8. Restricted Stock.

(a) *Grant of Restricted Stock.* Subject to the terms and provisions of the Plan, the Administrator, at any time and from time to time, may grant Shares of Restricted Stock to Service Providers in such amounts as the Administrator, in its sole discretion, will determine.

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(b) *Restricted Stock Agreement.* Each Award of Restricted Stock will be evidenced by an Award Agreement that will specify the Period of Restriction, the number of Shares granted, and such other terms and conditions as the Administrator, in its sole discretion, will determine. Notwithstanding the foregoing sentence, for Restricted Stock intended to qualify as "performance-based compensation" within the meaning of Code Section 162(m), during any Fiscal Year no Participant will receive more than an aggregate of 333,333 Shares of Restricted Stock. Notwithstanding the foregoing limitation, for restricted stock intended to qualify as "performance-based compensation" within the meaning of Code Section 162(m), an Employee may be granted up to 333,333 additional Shares of Restricted Stock during the fiscal year in which his or her initial service as an Employee begins. Unless the Administrator determines otherwise, Shares of Restricted Stock will be held by the Company as escrow agent until the restrictions on such Shares have lapsed.

(c) *Transferability.* Except as provided in this Section 16, Shares of Restricted Stock may not be sold, transferred, pledged, assigned, or otherwise alienated or hypothecated until the end of the applicable Period of Restriction.

(d) *Other Restrictions.* The Administrator, in its sole discretion, may impose such other restrictions on Shares of Restricted Stock as it may deem advisable or appropriate and contained in the Award Agreement on the date of grant, including granting an Award of Restricted Stock subject to the requirements of Section 13.

(e) *Removal of Restrictions.* Except as otherwise provided in this Section 8, Shares of Restricted Stock covered by each Restricted Stock grant made under the Plan will be released from escrow as soon as practicable after the last day of the Period of Restriction. The Administrator, in its discretion, may accelerate the time at which any restrictions will lapse or be removed.

(f) *Voting Rights.* During the Period of Restriction, Service Providers holding Shares of Restricted Stock granted hereunder may exercise full voting rights with respect to those Shares, unless the Administrator determines otherwise.

(g) *Dividends and Other Distributions.* During the Period of Restriction, Service Providers holding Shares of Restricted Stock will be entitled to receive all dividends and other distributions paid with respect to such Shares unless otherwise provided in the Award Agreement. If any such dividends or distributions are paid in Shares, the Shares will be subject to the same restrictions on transferability and forfeitability as the Shares of Restricted Stock with respect to which they were paid.

(h) *Return of Restricted Stock to Company.* On the date set forth in the Award Agreement, the Restricted Stock for which restrictions have not lapsed will revert to the Company and again will become available for grant under the Plan.

(i) *Section 162(m) Performance Restrictions.* For purposes of qualifying grants of Performance Units/Shares as "performance-based compensation" under Code Section 162(m), the Compensation Committee, in its discretion, may set restrictions based upon the achievement of Performance Goals. The Performance Goals will be set by the Compensation Committee on or before the Determination Date. In granting Performance Units/Shares which are intended to qualify under Code Section 162(m), the Compensation Committee will follow the provisions of Section 13 any procedures determined by it from time to time to be necessary or appropriate to ensure qualification of the Award under Code Section 162(m) (e.g., in determining the Performance Goals).

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9. Restricted Stock Units.

(a) *Grant.* Restricted Stock Units may be granted at any time and from time to time as determined by the Administrator. Each Restricted Stock Unit grant will be evidenced by an Award Agreement that will specify such other terms and conditions as the Administrator, in its sole discretion, will determine, including all terms, conditions, and restrictions related to the grant, the number of Restricted Stock Units and the form of payout, which, subject to Section 9(d), may be left to the discretion of the Administrator. Notwithstanding anything to the contrary in this subsection (a), for Restricted Stock Units intended to qualify as "performance-based compensation" within the meaning of Code Section 162(m), during any Fiscal Year of the Company, no Participant will receive more than an aggregate of 333,333 Restricted Stock Units. Notwithstanding the foregoing limitation, for Restricted Stock Units intended to qualify as "performance-based compensation" within the meaning of Code Section 162(m), an Employee may be granted up to 333,333 additional Restricted Stock Units during the fiscal year in which his or her initial service as an Employee begins.

(b) *Vesting Criteria and Other Terms.* The Administrator will set vesting criteria in its discretion, which, depending on the extent to which the criteria are met, will determine the number of Restricted Stock Units that will be paid out to the Participant, including granting an Award of Restricted Stock Units subject to the requirements of Section 13. After the grant of Restricted Stock Units, the Administrator, in its sole discretion, may reduce or waive any restrictions for such Restricted Stock Units. Each Award of Restricted Stock Units will be evidenced by an Award Agreement that will specify the vesting criteria, and such other terms and conditions as the Administrator, in its sole discretion, will determine.

(c) *Earning Restricted Stock Units.* Upon meeting the applicable vesting criteria, the Participant will be entitled to receive a payout as specified in the Award Agreement. Notwithstanding the foregoing, at any time after the grant of Restricted Stock Units, the Administrator, in its sole discretion, may reduce or waive any vesting criteria that must be met to receive a payout.

(d) *Form and Timing of Payment.* Payment of earned Restricted Stock Units will be made as soon as practicable after the date(s) set forth in the Award Agreement. The Administrator, in its sole discretion, may pay earned Restricted Stock Units in cash, Shares, or a combination thereof. Shares represented by Restricted Stock Units that are fully paid in cash again will be available for grant under the Plan.

(e) *Cancellation.* On the date set forth in the Award Agreement, all unearned Restricted Stock Units will be forfeited to the Company.

(f) *Section 162(m) Performance Restrictions.* For purposes of qualifying grants of Performance Units/Shares as "performance-based compensation" under Code Section 162(m), the Compensation Committee, in its discretion, may set restrictions based upon the achievement of Performance Goals. The Performance Goals will be set by the Compensation Committee on or before the Determination Date. In granting Performance Units/Shares which are intended to qualify under Code Section 162(m), the Compensation Committee will follow the provisions of Section 13 any procedures determined by it from time to time to be necessary or appropriate to ensure qualification of the Award under Code Section 162(m) (e.g., in determining the Performance Goals).

10. Performance Units and Performance Shares.

(a) *Grant of Performance Units/Shares.* Performance Units and Performance Shares may be granted to Service Providers at any time and from time to time, as will be determined by the Administrator, in its sole discretion. The Administrator will have complete discretion in determining the number of Performance Units/Shares granted to each Participant provided that during any Fiscal Year, for Performance Units or Performance Shares intended to qualify as "performance-based

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compensation" within the meaning of Code Section 162(m), (i) no Participant will receive Performance Units having an initial value greater than \$5,000,000, and (ii) no Participant will receive more than 333,333 Performance Shares. Notwithstanding the foregoing limitation, for Performance Shares intended to qualify as "performance-based compensation" within the meaning of Code Section 162(m), in connection with his or her initial service, a Service Provider may be granted up to an additional 333,333 Performance Shares and additional Performance Units having an initial value up to \$5,000,000.

(b) *Value of Performance Units/Shares.* Each Performance Unit will have an initial value that is established by the Administrator on or before the date of grant. Each Performance Share will have an initial value equal to the Fair Market Value of a Share on the date of grant.

(c) *Performance Objectives and Other Terms.* The Administrator will set Performance Goals or other vesting provisions (including, without limitation, continued status as a Service Provider) in its discretion which, depending on the extent to which they are met, will determine the number or value of Performance Units/Shares that will be paid out to the Participant, including granting an Award of Performance Units and Performance Shares subject to the requirements of Section 13. The Administrator may set performance objectives based upon the achievement of Company-wide, divisional, or individual goals, or any other basis determined by the Administrator in its discretion. Each Award of Performance Units/Shares will be evidenced by an Award Agreement that will specify the Performance Period, Performance Goals, any other vesting provisions and such other terms and conditions as the Administrator, in its sole discretion, will determine.

(d) *Earning of Performance Units/Shares.* After the applicable Performance Period has ended, the holder of Performance Units/Shares will be entitled to receive a payout of the number of Performance Units/Shares earned by the Participant over the Performance Period, to be determined as a function of the extent to which the corresponding performance objectives or other vesting provisions have been achieved. After the grant of a Performance Unit/Share, the Administrator, in its sole discretion, may reduce or waive any performance objectives or other vesting provisions for such Performance Unit/Share.

(e) *Form and Timing of Payment of Performance Units/Shares.* Payment of earned Performance Units/Shares will be made as soon as practicable after the expiration of the applicable Performance Period and achievement of the performance criteria and other vesting provisions. The Administrator, in its sole discretion, may pay earned Performance Units/Shares in the form of cash, in Shares (which have an aggregate Fair Market Value equal to the value of the earned Performance Units/Shares at the close of the applicable Performance Period) or in a combination thereof.

(f) *Cancellation of Performance Units/Shares.* On the date set forth in the Award Agreement, all unearned or unvested Performance Units/Shares will be forfeited to the Company, and again will be available for grant under the Plan to the extent such Performance Units/Shares were payable in Shares.

(g) *Section 162(m) Performance Restrictions.* For purposes of qualifying grants of Performance Units/Shares as "performance-based compensation" under Code Section 162(m), the Compensation Committee, in its discretion, may set restrictions based upon the achievement of Performance Goals. The Performance Goals will be set by the Compensation Committee on or before the Determination Date. In granting Performance Units/Shares which are intended to qualify under Code Section 162(m), the Compensation Committee will follow the provisions of Section 13 any procedures determined by it from time to time to be necessary or appropriate to ensure qualification of the Award under Code Section 162(m) (e.g., in determining the Performance Goals).

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11. Performance Goals. The granting and/or vesting of Awards of Options, Restricted Stock, Restricted Stock Units, Performance Shares and Performance Units (including Performance Units payable in cash) and other incentives under the Plan may be made subject to the attainment of performance goals ("*Performance Goals*") relating to one or more of the following measures: (a) Accounts Payable Days, (b) Accounts Payable Turns, (c) Annual Revenue, (d) Cash Collections, (e) Cash Cycle Days, (f) Customer Satisfaction MBOs, (g) Days Sales Outstanding, (h) Earnings Per Share, (i) Free Cash flow, (j) Gross Margin, (k) Gross Profit, (l) Inventory Turns, (m) Net Income, (n) New Orders, (o) Operating Income, (p) Pro Forma Net Income, (q) Return on Designated Assets, (r) Return on Equity, (s) Return on Sales, and (t) Product Shipments. Any Performance Goals may be used to measure the performance of the Company as a whole or a business unit of the Company and may be measured relative to a peer group or index. The Performance Goals may differ from Participant to Participant and from Award to Award. The Compensation Committee may provide that partial achievement of the Performance Goals may result in the payment or vesting corresponding to a partial (but not necessarily proportional) portion of the Award. Prior to the Determination Date, the Compensation Committee is authorized to make adjustments in the method of calculating the attainment of Performance Goals for a Performance Period as follows: (i) to exclude restructuring and integration charges (including employee severance and benefits costs and charges related to excess facilities and assets); (ii) to exclude impairment charges for goodwill and intangible assets and amortization expense; (iii) to exclude exchange rate effects, as applicable, for non-U.S. dollar denominated net sales and operating earnings; (iv) to exclude the effects of changes to GAAP required by the Financial Accounting Standards Board; (v) to exclude the effects of any statutory adjustments to corporate tax rates; (vi) to exclude stock-based compensation expense determined under generally accepted accounting principles; (vii) to exclude any other unusual, non-recurring gain or loss or extraordinary item; (viii) to respond to, or in anticipation of, any unusual or extraordinary corporate item, transaction, event or development; (ix) to respond to, or in anticipation of, changes in applicable laws, regulations, accounting principles, or business conditions; (x) to exclude the dilutive effects of acquisitions or joint ventures; (xi) to assume that any business divested by the Company achieved performance objectives at targeted levels during the balance of a Performance Period following such divestiture; (xii) to reflect a corporate transaction, such as a merger, consolidation, separation (including a spinoff or other distribution of stock or property by a corporation), or reorganization (whether or not such reorganization comes within the definition of such term in Code Section 368); and (xiii) to reflect any partial or complete corporate liquidation. The Compensation Committee also retains the discretion to reduce or eliminate the compensation or economic benefit due upon attainment of Performance Goals.

12. Performance Bonus Awards. Any Service Provider selected by the Compensation Committee may be granted one or more Performance-Based Awards in the form of a cash bonus payable upon the attainment of Performance Goals that are established by the Compensation Committee for a Performance Period prior to the Determination Date. Performance-Based Awards in the form of cash bonuses may not exceed more than \$5,000,000 in any Fiscal Year. Performance Bonus Awards established for any Participant who would be considered a "covered employee" within the meaning of Code Section 162(m) (hereinafter a "Covered Employee") will be based upon Performance Goals established in accordance with Section 13. The provisions contained in this Plan permitting the Company to grant Performance-Based Awards in the form of cash bonuses shall not be the exclusive means for the payment of bonuses or other incentive compensation to Participants, including Covered Employees.

13. Terms and Conditions of Any Performance-Based Award.

(a) *Purpose.* The purpose of this Section 13 is to provide the Compensation Committee of the Board (the "Compensation Committee") the ability to qualify Awards (other than Options and SARs)

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that are granted pursuant to the Plan as qualified performance-based compensation under Code Section 162(m). If the Compensation Committee, in its discretion, decides to grant a Performance-Based Award subject to Performance Goals to a Covered Employee, the provisions of this Section 13 will control over any contrary provision in the Plan; provided, however, that the Compensation Committee may in its discretion grant Awards that are not intended to qualify as "performance-based compensation" under Code Section 162(m) to such Participants that are based on Performance Goals or other specific criteria or goals but that do not satisfy the requirements of this Section 13.

(b) *Applicability.* This Section 13 will apply to those Covered Employees who are selected by the Compensation Committee to receive any Award subject to Performance Goals. The designation of a Covered Employee as being subject to Code Section 162(m) will not in any manner entitle the Covered Employee to receive an Award under the Plan. Moreover, designation of a Covered Employee subject to Code Section 162(m) for a particular Performance Period will not require designation of such Covered Employee in any subsequent Performance Period and designation of one Covered Employee will not require designation of any other Covered Employee in such period or in any other period.

(c) *Procedures with Respect to Performance Based Awards.* To the extent necessary to comply with the performance-based compensation requirements of Code Section 162(m), with respect to any Award granted subject to Performance Goals, within the first twenty-five percent (25%) of the Performance Period, but in no event more than ninety (90) days following the commencement of any Performance Period (or such other time as may be required or permitted by Code Section 162(m)), the Compensation Committee will, in writing, (a) designate one or more Participants who are Covered Employees, (b) select the Performance Goals applicable to the Performance Period, (c) establish the Performance Goals, and amounts or methods of computation of such Awards, as applicable, which may be earned for such Performance Period, and (d) specify the relationship between Performance Goals and the amounts or methods of computation of such Awards, as applicable, to be earned by each Covered Employee for such Performance Period. Following the completion of each Performance Period, the Compensation Committee will certify in writing whether the applicable Performance Goals have been achieved for such Performance Period. In determining the amounts earned by a Covered Employee, the Compensation Committee will have the right to reduce or eliminate (but not to increase) the amount payable at a given level of performance to take into account additional factors that the Compensation Committee may deem relevant to the assessment of individual or corporate performance for the Performance Period.

(d) *Payment of Performance Based Awards.* Unless otherwise provided in the applicable Award Agreement, a Covered Employee must be employed by the Company or an Affiliate on the day a Performance-Based Award for such Performance Period is paid to the Covered Employee. Furthermore, a Covered Employee will be eligible to receive payment pursuant to a Performance-Based Award for a Performance Period only if the Performance Goals for such period are achieved.

(e) *Additional Limitations.* Notwithstanding any other provision of the Plan, any Award which is granted to a Covered Employee and is intended to constitute qualified performance based compensation under Code Section 162(m) will be subject to any additional limitations set forth in the Code (including any amendment to Code Section 162(m)) or any regulations and ruling issued thereunder that are requirements for qualification as qualified performance-based compensation as described in Code Section 162(m), and the Plan will be deemed amended to the extent necessary to conform to such requirements.

14. Compliance With Code Section 409A. Awards will be designed and operated in such a manner that they are either exempt from the application of, or comply with, the requirements of Code Section 409A such that the grant, payment, settlement or deferral will not be subject to the additional tax or interest applicable under Code Section 409A, except as otherwise determined in the sole

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discretion of the Administrator. The Plan and each Award Agreement under the Plan is intended to meet the requirements of Code Section 409A and will be construed and interpreted in accordance with such intent, except as otherwise determined in the sole discretion of the Administrator. To the extent that an Award or payment, or the settlement or deferral thereof, is subject to Code Section 409A the Award will be granted, paid, settled or deferred in a manner that will meet the requirements of Code Section 409A, such that the grant, payment, settlement or deferral will not be subject to the additional tax or interest applicable under Code Section 409A.

15. Leaves of Absence/Transfer Between Locations. Unless the Administrator provides otherwise or as provided by written Company policies, vesting of Awards granted hereunder will be suspended during any unpaid leave of absence or as provided by written Company policies. A Service Provider will not cease to be an Employee in the case of (i) any leave of absence approved by the Company or (ii) transfers between locations of the Company or between the Company and its Affiliates. For purposes of Incentive Stock Options, no such leave may exceed three (3) months, unless reemployment upon expiration of such leave is guaranteed by statute or contract. If reemployment upon expiration of a leave of absence approved by the Company is not so guaranteed, then six (6) months and one day following the commencement of such leave any Incentive Stock Option held by the Participant will cease to be treated as an Incentive Stock Option and will be treated for tax purposes as a Nonstatutory Stock Option.

16. Transferability of Awards. Unless determined otherwise by the Administrator, an Award may not be sold, pledged, assigned, hypothecated, transferred, or disposed of in any manner other than by will or by the laws of descent or distribution and may be exercised, during the lifetime of the Participant, only by the Participant. With the approval of the Administrator, a Participant may, in a manner specified by the Administrator, (a) transfer an Award to a Participant's spouse or former spouse pursuant to a court-approved domestic relations order which relates to the provision of child support, alimony payments or marital property rights, and (b) transfer an Option by bona fide gift and not for any consideration, to (i) a member or members of the Participant's immediate family, (ii) a trust established for the exclusive benefit of the Participant and/or member(s) of the Participant's immediate family, (iii) a partnership, limited liability company of other entity whose only partners or members are the Participant and/or member(s) of the Participant's immediate family, or (iv) a foundation in which the Participant and/or member(s) of the Participant's immediate family control the management of the foundation's assets. For purposes of this Section 13, "immediate family" will mean the Participant's spouse, former spouse, children, grandchildren, parents, grandparents, siblings, nieces, nephews, parents-in-law, sons-in-law, daughters-in-law, brothers-in-law, sisters-in-law, including adoptive or step relationships and any person sharing the Participant's household (other than as a tenant or employee).

17. Adjustments; Dissolution or Liquidation; Merger or Change in Control.

(a) *Adjustments.* In the event that any dividend or other distribution (whether in the form of cash, Shares, other securities, or other property), recapitalization, stock split, reverse stock split, reorganization, merger, consolidation, split-up, spin-off, combination, repurchase, or exchange of Shares or other securities of the Company, or other change in the corporate structure of the Company affecting the Shares occurs, the Administrator, in order to prevent diminution or enlargement of the benefits or potential benefits intended to be made available under the Plan, will adjust the number and class of Shares that may be delivered under the Plan and/or the number, class, and price of Shares covered by each outstanding Award, and the numerical Share limits set forth in Sections 3, 6, 7, 8, 9 and 10.

(b) *Dissolution or Liquidation.* In the event of the proposed dissolution or liquidation of the Company, the Administrator will notify each Participant as soon as practicable prior to the effective

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date of such proposed transaction. To the extent it has not been previously exercised, an Award will terminate immediately prior to the consummation of such proposed action.

(c) *Change in Control.* In the event of a Change in Control, each outstanding Award will be assumed or an equivalent option or right substituted by the successor corporation or a Parent or Subsidiary of the successor corporation (the "Successor Corporation"). In the event that the Successor Corporation does not assume or substitute for the Award, the Participant will fully vest in and have the right to exercise all of his or her outstanding Options and Stock Appreciation Rights, including Shares as to which such Awards would not otherwise be vested or exercisable, all restrictions on Restricted Stock will lapse, and, with respect to Restricted Stock Units, Performance Shares and Performance Units, all Performance Goals or other vesting criteria will be deemed achieved at target levels and all other terms and conditions met. In addition, if the Successor Corporation does not assume or substitute an Option or Stock Appreciation Right in the event of a Change in Control, the Administrator will notify the Participant in writing or electronically that the Option or Stock Appreciation Right will be fully vested and exercisable for a period of time determined by the Administrator in its sole discretion, and the Option or Stock Appreciation Right will terminate upon the expiration of such period.

For the purposes of this subsection (c), an Award will be considered assumed if, following the Change in Control, the Award confers the right to purchase or receive, for each Share subject to the Award immediately prior to the Change in Control, the consideration (whether stock, cash, or other securities or property) or, in the case of a Stock Appreciation Right upon the exercise of which the Administrator determines to pay cash or a Performance Share or Performance Unit which the Administrator can determine to pay in cash, the fair market value of the consideration received in the merger or Change in Control by holders of Common Stock for each Share held on the effective date of the transaction (and if holders were offered a choice of consideration, the type of consideration chosen by the holders of a majority of the outstanding Shares); provided, however, that if such consideration received in the Change in Control is not solely common stock of the Successor Corporation, the Administrator may, with the consent of the Successor Corporation, provide for the consideration to be received upon the exercise of an Option or Stock Appreciation Right or upon the payout of a Restricted Stock Unit, Performance Share or Performance Unit, for each Share subject to such Award (or in the case of an Award settled in cash, the number of implied shares determined by dividing the value of the Award by the per share consideration received by holders of Common Stock in the Change in Control), to be solely common stock of the Successor Corporation equal in fair market value to the per share consideration received by holders of Common Stock in the Change in Control.

Notwithstanding anything in this Section 17(c) to the contrary, an Award that vests, is earned or paid-out upon the satisfaction of one or more Performance Goals will not be considered assumed if the Company or its successor modifies any of such Performance Goals without the Participant's consent; provided, however, a modification to such Performance Goals only to reflect the Successor Corporation's post-Change in Control corporate structure will not be deemed to invalidate an otherwise valid Award assumption.

18. Tax Withholding

(a) *Withholding Requirements.* Prior to the delivery of any Shares or cash pursuant to an Award (or exercise thereof), the Company will have the power and the right to deduct or withhold, or require a Participant to remit to the Company, an amount sufficient to satisfy federal, state, local, foreign or other taxes required to be withheld with respect to such Award (or exercise thereof).

(b) *Withholding Arrangements.* The Administrator, in its sole discretion and pursuant to such procedures as it may specify from time to time, may permit a Participant to satisfy such tax withholding obligation, in whole or in part by (without limitation) (i) paying cash, (ii) electing to have the Company withhold otherwise deliverable cash or Shares having a Fair Market Value equal to the minimum

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amount required to be withheld, (iii) delivering to the Company already-owned Shares having a Fair Market Value equal to the amount required to be withheld, or (iv) selling a sufficient number of Shares otherwise deliverable to the Participant through such means as the Administrator may determine in its sole discretion (whether through a broker or otherwise) equal to the amount required to be withheld. The amount of the withholding requirement will be deemed to include any amount which the Administrator agrees may be withheld at the time the election is made, not to exceed the amount determined by using the maximum federal, state or local marginal income tax rates applicable to the Participant with respect to the Award on the date that the amount of tax to be withheld is to be determined. The Fair Market Value of the Shares to be withheld or delivered will be determined as of the date that the taxes are required to be withheld.

19. No Effect on Employment or Service. Neither the Plan nor any Award will confer upon a Participant any right with respect to continuing the Participant's relationship as a Service Provider with the Company, nor will they interfere in any way with the Participant's right or the Company's right to terminate such relationship at any time, with or without cause, to the extent permitted by Applicable Laws.

20. Date of Grant. The date of grant of an Award will be, for all purposes, the date on which the Administrator makes the determination granting such Award, or such other later date as is determined by the Administrator. Notice of the determination will be provided to each Participant within a reasonable time after the date of such grant.

21. Term of Plan. The Plan will become effective upon its approval by the stockholders and no Awards may be made under the Plan until such approval is obtained. The Plan shall continue in effect for a term of ten (10) years after the date it becomes effective, unless terminated earlier under Section 22 of the Plan.

22. Amendment and Termination of the Plan.

(a) *Amendment and Termination.* The Administrator may at any time amend, alter, suspend or terminate the Plan.

(b) *Stockholder Approval.* The Company will obtain stockholder approval of any Plan amendment to the extent necessary and desirable to comply with Applicable Laws.

(c) *Effect of Amendment or Termination.* No amendment, alteration, suspension or termination of the Plan will impair the rights of any Participant, unless mutually agreed otherwise between the Participant and the Administrator, which agreement must be in writing and signed by the Participant and the Company. Termination of the Plan will not affect the Administrator's ability to exercise the powers granted to it hereunder with respect to Awards granted under the Plan prior to the date of such termination.

23. Conditions Upon Issuance of Shares.

(a) *Legal Compliance.* Shares will not be issued pursuant to the exercise of an Award unless the exercise of such Award and the issuance and delivery of such Shares will comply with Applicable Laws and will be further subject to the approval of counsel for the Company with respect to such compliance.

(b) *Investment Representations.* As a condition to the exercise of an Award, the Company may require the person exercising such Award to represent and warrant at the time of any such exercise that the Shares are being purchased only for investment and without any present intention to sell or distribute such Shares if, in the opinion of counsel for the Company, such a representation is required.

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24. Inability to Obtain Authority. The inability of the Company to obtain authority from any regulatory body having jurisdiction, which authority is deemed by the Company's counsel to be necessary to the lawful issuance and sale of any Shares hereunder, will relieve the Company of any liability in respect of the failure to issue or sell such Shares as to which such requisite authority will not have been obtained.

25. Stockholder Approval.

(a) *General.* The Plan will be subject to approval by the stockholders of the Company within twelve (12) months after the date the Plan is adopted. Such stockholder approval will be obtained in the manner and to the degree required under Applicable Laws.

(b) *Section 162(m).* Subject to Section 22 (regarding the Administrator's right to amend or terminate the Plan), the provisions of Section 13 relating to Awards intended to qualify as "performance based compensation" under Code Section 162(m) shall remain in effect thereafter through the Company's 2013 Annual Meeting.

SANMINA-SCI CORPORATION

THIS PROXY IS SOLICITED ON BEHALF OF THE BOARD OF DIRECTORS

NOTICE OF ANNUAL MEETING OF STOCKHOLDERS

TO BE HELD ON MARCH 12, 2012

The stockholder(s) hereby appoint(s) Jure Sola and Michael R. Tyler, or either of them, as proxies, each with the power to appoint his substitute, and hereby authorizes them to represent and to vote, as designated on the reverse side of this ballot, all of the shares of common stock of Sanmina-SCI Corporation that the stockholder is/are entitled to vote at the Annual Meeting of Stockholders to be held at 11:00 AM Pacific Standard Time on March 12, 2012 at the corporate offices of Sanmina-SCI (30 E. Plumeria Drive, San Jose, CA 95134) and any adjournment or postponement thereof, and to vote all shares of common stock which the undersigned would be entitled to vote if then and there personally present, on the matters set forth.

THIS PROXY WILL BE VOTED AS DIRECTED OR, IF NO CONTRARY DIRECTION IS INDICATED, WILL BE VOTED FOR THE ELECTION OF DIRECTORS, FOR THE RATIFICATION OF THE APPOINTMENT OF KPMG LLP AS INDEPENDENT REGISTERED PUBLIC ACCOUNTANTS OF SANMINA-SCI CORPORATION FOR ITS FISCAL YEAR ENDING SEPTEMBER 29, 2012, FOR THE RESERVATION OF 2,500,000 SHARES FOR ISSUANCE UNDER THE 2009 INCENTIVE PLAN, FOR APPROVAL OF THE COMPENSATION OF SANMINA- SCI CORPORATION S NAMED EXECUTIVE OFFICERS, FOR FUTURE STOCKHOLDER ADVISORY (NON-BINDING) VOTES ON THE COMPENSATION AWARDED TO SANMINA-SCI CORPORATION S NAMED EXECUTIVE OFFICERS TO BE HELD EVERY ONE YEAR AND AS SAID PROXIES DEEM ADVISABLE ON SUCH OTHER MATTERS AS MAY PROPERLY COME BEFORE THE MEETING.

SANMINA-SCI CORPORATION

INVESTOR RELATIONS

30 E. PLUMERIA DRIVE

SAN JOSE, CALIFORNIA 95134

VOTE BY INTERNET www.proxvvote.com

Use the Internet to transmit your voting instructions and for electronic delivery of information up until 11:59 P.M. Eastern Standard Time the day before the cut-off date or meeting date. Have your proxy card in hand when you access the web site and follow the instructions to obtain your records and to create an electronic voting instruction form.

ELECTRONIC DELIVERY OF FUTURE PROXY MATERIALS

If you would like to reduce the costs incurred by our company in mailing proxy materials, you can consent to receiving all future proxy statements, proxy cards and annual reports electronically via e-mail or the Internet. To sign up for electronic delivery, please follow the instructions above to vote using the Internet and, when prompted, indicate that you agree to receive or access stockholder communications electronically in future years.

VOTE BY PHONE 1-800-690-6903

Use any touch-tone telephone to transmit your voting instructions up until 11:59 P.M. Eastern Standard Time on the day before the cut-off date or meeting date. Have your proxy card in hand when you call and then follow the instructions.

VOTE BY MAIL

Mark, sign and date your proxy card and return it in the postage-paid envelope we have provided or return it to Vote Processing, c/o Broadridge, 51 Mercedes Way, Edgewood, NY 11717.

TO VOTE, MARK BLOCKS BELOW IN BLUE OR BLACK INK AS FOLLOWS:

KEEP THIS PORTION FOR YOUR RECORDS

THIS PROXY CARD IS VALID ONLY WHEN SIGNED AND DATED.

SANMINA-SCI CORPORATION

The Board of Directors recommends a vote FOR the following proposal(s).

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1.	Election of directors:	For	Against	Abstain	
	1a. Neil R. Bonke	o	o	o	
	1b. John P. Goldsberry	o	o	o	
	1c. Joseph G. Licata, Jr.	o	o	o	
	1d. Jean Manas	o	o	o	
	1e. Mario M. Rosati	o	o	o	
	1f. A. Eugene Sapp, Jr.	o	o	o	
	1g. Wayne Shortridge	o	o	o	
	1h. Jure Sola	o	o	o	
	1i. Jackie M. Ward	o	o	o	
	The Board of Directors recommends a vote FOR the following proposal(s).	For	Against	Abstain	
2.	Proposal to ratify the appointment of KPMG LLP as the independent registered public accountants of Sanmina-SCI Corporation for its fiscal year ending September 29, 2012:	o	o	o	
		For	Against	Abstain	
3.	Proposal to approve the reservation of 2,500,000 shares of common stock for issuance under the 2009 Incentive Plan:	o	o	o	
4.	Proposal to approve, on an advisory (non-binding) basis, the compensation of Sanmina-SCI Corporation's named executive officers, as disclosed in the Proxy Statement for the 2012 Annual Meeting of Stockholders pursuant to the compensation disclosure rules of the Securities and Exchange Commission, including the Compensation Discussion and Analysis, the compensation tables and the other related disclosure.	For	Against	Abstain	
		o	o	o	
	The Board of Directors recommends a vote of EVERY ONE YEAR for the following proposal.				
5.	Proposal to recommend, on an advisory (non-binding) basis, the frequency of future stockholder advisory (non-binding) votes on the compensation awarded to Sanmina-SCI Corporation's named executive officers.	One Year	Two Years	Three Years	Abstain
		o	o	o	

and, in their discretion, upon such other matter or matters which may properly come before the meeting or any adjournment or postponement thereof.

THIS PROXY WHEN EXECUTED WILL BE VOTED AS DIRECTED OR, IF NO DIRECTION IS GIVEN, WILL BE VOTED FOR EACH PROPOSAL, EXCEPT IN THE CASE OF PROPOSAL FIVE, IN WHICH CASE THIS PROXY WILL BE VOTED FOR FUTURE STOCKHOLDER ADVISORY (NON-BINDING) VOTES ON THE COMPENSATION AWARDED TO SANMINA-SCI CORPORATION S NAMED EXECUTIVE OFFICERS TO BE HELD EVERY ONE YEAR.

(This Proxy should be marked, dated and signed by the stockholder(s) exactly as his, her or its name appears hereon, and returned promptly in the enclosed envelope. Persons signing in a fiduciary capacity should so indicate. If shares are held by joint tenants or as community property, both should sign.)

Signature [PLEASE SIGN WITHIN BOX] Date

Signature (Joint Owners)

Date
