

UBS Client Relationship Agreement

Introduction

At UBS, we understand that we succeed only when our clients succeed. With that in mind, we provide a customized approach to wealth management, built on your personal relationship with your Financial Advisor and shaped by an understanding of your needs and aspirations.

Known as the Client Relationship Agreement, this document outlines the terms and conditions of your relationship with us. By maintaining your Accounts at UBS, you agree to these terms and conditions and the other agreements and disclosures we refer to here. If signatures are required, please return the signed signature page in the enclosed envelope.

To confirm that our records are complete, we will send you a record of the information you give us after you open a new Account. Please review the Client Information and Account Information pages of the Completing Your Account Opening Process package and notify us promptly if there are any updates or corrections.

Please note: this Client Relationship Agreement **applies to all of your Accounts at UBS**, including any Accounts you may already have with us and Accounts you may open in the future. You will not receive another copy of the Client Relationship Agreement or the Agreements and Disclosures unless there are updates and amendments, or if we require your signature on this Agreement when you open Accounts in another capacity. Some of the information in this document and the other agreements and disclosures we send you may not apply to you now. Please retain these documents for future reference because they contain important information if you decide to add services or open new Accounts.

The terms and conditions in this Client Relationship Agreement apply to all Accounts you open with UBS Financial Services Inc. or UBS Financial Services Incorporated of Puerto Rico or any other introducing broker-dealer that has a clearing agreement with UBS Financial Services Inc. In addition, we will send you other agreements and disclosures for the services you choose when you open your account, as well as features you may add in the future. We refer to all these documents, including any amendments, as the Agreements and Disclosures booklet.

Your acceptance of your initial Client Relationship Agreement will serve as your agreement to the terms and conditions governing any new Accounts, features or services. Deposits of cash or securities and your continued use of your UBS Accounts constitute your agreement to all of the terms and conditions applicable to your Accounts. If you do not agree to the terms and conditions, you may cancel a feature or service or close your account. Your UBS Accounts do not permit you to engage in any transactions involving a commodity interest unless and until you complete additional agreements with us specifically permitting those transactions.

As a UBS client, you may decide to open additional Accounts or take advantage of services and account features in the future. With some exceptions, you will be able to do so without signing additional documents or agreements. Upon approval of your accounts and services, we will confirm your requests in writing and provide any relevant agreements and disclosures you have not already received. Any authorization of features and services you give us will remain in effect until a reasonable time after you notify us to terminate the feature or service.

It is important to note that when we act as your broker-dealer, we do not enter into a fiduciary relationship with you, regardless of the fee structure you select. Except in special circumstances, we are not held to the same legal standards that apply when we have a fiduciary relationship with you, as we do when providing investment advisory services. We will effect transactions for your brokerage Accounts only as instructed by you, and neither UBS Financial Services Inc. nor your Financial Advisor will have any discretion over your Accounts.

This column contains important definitions applicable to our Agreement with you

"Accounts" refers to all securities accounts, brokerage accounts, margin accounts, deposit accounts, or other accounts you open with UBS Financial Services Inc. or UBS Financial Services Incorporated of Puerto Rico now or in the future.

We refer to the Client Relationship Agreement together with all other agreements and disclosures that we make available to you, and any amendments, as our "Agreement" with you for your Accounts.

We also refer to the "Completing Your Account Opening Process" package, which includes Signature Pages, optional forms and other required documents.

If a Signature Page is included, please have all named account holders sign the Signature Page and return it to us in the enclosed envelope.

"You," "your" and "yours" refer to you as a client of UBS.

"UBS," "we," "us," "our" and "ours" refer to UBS Financial Services Inc. and unless we indicate otherwise in this Agreement, its successor firms, subsidiaries, correspondents and Affiliates, including its parent company, UBS AG.

"Affiliates" refers to UBS Financial Services Incorporated of Puerto Rico (which clears through UBS Financial Services Inc.), UBS Bank USA, UBS Credit Corp., UBS Trust Company, N.A. and their insurance agency affiliates and subsidiaries and all other subsidiaries and affiliates.

Representations

By signing a Client Relationship Agreement, you make the following representations:

- You are at least 18 years old or have reached the age of majority according to the laws of the state in which you reside and the laws of the State of New York.
- You have notified us if you, your spouse or any beneficial owner of the Account(s) are or become employed by any of the following: a member firm of FINRA or other exchange (including broker/dealer subsidiary of a bank, insurance company or other financial institution), or securities or commodities exchange or self-regulatory organization or any of their affiliated organizations or UBS's independent auditor. You agree to notify us promptly of any changes.
- No one other than you, and the individuals identified to UBS in connection with the opening of the Account, has or will have an interest in your Account unless you notify us in writing and UBS Financial Services Inc. agrees to continue to carry the Account.
- All of the personal and financial information you have supplied to UBS is true and accurate, and you will notify UBS promptly of any material changes, particularly the information regarding your residence, financial situation, investment objectives or tax status.
- You understand that UBS provides financial and investment services only and does not provide legal or tax advice.
- You represent that all reporting and tax associated obligations have been and will continue to be fulfilled by you and all beneficial owners, as applicable, with respect to any assets deposited in the Accounts.
- If you are acting as executor, trustee, conservator, guardian or custodian:
 - You understand that you are a fiduciary on behalf of the beneficial owners of the Account and that you have a duty to use the services and features provided through the Account for the benefit of the beneficial owners of the Account and not for your own benefit.
 - You acknowledge that you will make an independent determination that any activity in the Account is suitable, complies with any investment restrictions or guidelines under applicable law and is appropriate for the beneficial owners and that the compensation we receive is reasonable.
 - You understand and agree that this determination is solely your responsibility and not ours.

Please review and verify the information about you and your Accounts in the "Completing Your Account Opening Process" package. If you have questions, changes or corrections, call your Financial Advisor.

Fees and Charges

As a client of UBS, you agree to pay all fees and charges relating to your accounts for any transactions or services you receive from us, such as annual service fees, brokerage fees for securities transactions, fees for specific services you request and fees or charges by a third party that we incur in the course of providing services to you.

All fees and charges are subject to change at any time. Fees and charges will be charged to your accounts and may be satisfied, along with any other amounts you owe us, from free credit balances, margin and other assets in any of your accounts. We may sell assets in your Account to satisfy debit balances for any amounts due, including those resulting from unpaid fees and charges.

Please refer to the Fees and Charges section of the Agreements and Disclosures booklet or more information about fees and charges. If you have questions, please contact your Financial Advisor.

Individual Retirement Accounts

The Agreements and Disclosures booklet contains the UBS IRA Custodial Agreements and the IRA Disclosure Statements that apply to any Traditional, Roth, SEP or SIMPLE Individual Retirement Accounts (IRAs) you open with us now or in the future. If we make changes to the UBS IRA Custodial Agreement and the IRA Disclosure Statement we will send you updated documents, and you agree to be subject to those updated terms and conditions.

According to the UBS IRA Custodial Agreements, UBS Financial Services Inc. is named as the custodian of your IRA when we accept the Account. At your death, the beneficiary or beneficiaries whose name(s) are shown on the Account Information pages of the Completing Your New Account Process package will become entitled to your IRA.

Beneficiaries must be named in writing. Your written designation may apply to future accounts, and in that case, we will confirm your designation in the Completing Your Account Opening Process package. If you do not designate beneficiaries, or your beneficiary designation does not effectively dispose of the assets, your beneficiary with respect to the IRA or any part of the IRA not effectively disposed of, will be your surviving spouse, or your estate if you do not have a surviving spouse.

You may be charged a Custodial Account fee in connection with this IRA.

If this IRA account is funded via transfer from another financial institution, you represent that all transfers to this account originate from (1) an IRA in the same name and of the same type (e.g. traditional, Roth), (2) an inherited IRA in the same name and of the same type, or (3) a qualified plan account which you were entitled to rollover to an IRA.

You agree that if you roll over assets of a qualified plan to a UBS IRA now or in the future, you are responsible for reviewing the options available and evaluating the investment and non-investment considerations described in the enclosed IRA Rollover Disclosure. You are responsible for reviewing, understanding and making an independent decision with respect to the fees and costs associated with a UBS IRA. You also understand that none of the information provided to you by UBS or its employees about rolling over to an IRA is provided as part of any existing fiduciary relationship to your employer's plan under ERISA and that neither UBS nor its employees act as an ERISA fiduciary in supplying such information.

Accounts with Cash Management Features

The Agreements and Disclosures booklet contains the terms and conditions that apply to the cash management features you may select. All requests to enroll in cash management features are subject to approval. We consider your continued use of your Account as your acceptance of the applicable terms and conditions.

There are important differences in the cash management features and other services that are available to U.S. residents through UBS accounts and those that are available to clients who reside outside the U.S. For example, we have different sweep programs for uninvested cash and different Card programs for these accounts. This agreement and the Agreements and Disclosures booklet describe which programs apply to which types of accounts.

Verbal Authorization to Upgrade or Add Cash Management Features to an Account

For any account you have with us now or may open in the future, we may accept verbal requests to upgrade or add cash management features to your Account. Generally, we permit any authorized person to provide verbal instructions to upgrade or add services to your Account unless you instruct us otherwise. In some circumstances, we may ask you or another person who is named on the account to sign additional documents or provide additional information for those additional features. We will provide you updated terms and conditions for the services you request if we have not already sent them to you or another owner of the Account. We consider your use of the Account as your acceptance of the applicable terms and conditions.

The features and fees of your IRA are fully described in the Agreements and Disclosures booklet.

Please note: UBS does not extend margin for Individual Retirement Accounts.

Employers with a SEP IRA or SIMPLE IRA plan for their businesses must sign a separate plan document. We accept any approved plan documents, known as prototypes, whether they were produced by UBS, an IRS model or a document from another provider. If you would like to use a UBS prototype, please ask for a copy of the SEP IRA Plan or SIMPLE IRA Plan prototype document from your UBS Financial Advisor.

UBS offers a variety of accounts with cash management features, including the Resource Management Account® (RMA), Business Services Account BSA® (BSA) and International Resource Management Account® (IRMA®).

Cash management features available for eligible accounts include:

- Check writing
- Debit cards
- Credit cards
- Rewards programs
- Bill Payment
- Electronic Funds Transfer
- Margin loans

Our Sweep Options and Your Sweep Election

As a service to you, we offer the automatic investment or deposit ("sweep") of available cash balances in your Account to a Sweep Option. In addition to the Sweep Options described below, clients who are residents of Puerto Rico also have the Puerto Rico Fund as a Sweep Option. International clients have the International Deposit Account as a Sweep Option and should refer to the UBS International Deposit Account Sweep Program Disclosure.

The yields for each Sweep Option will be different and may vary. Current yields may be obtained from your Financial Advisor or from: www.ubs.com/us/en/wealth/misc/accountswweepyields.html. Each Sweep Option is subject to different risks and account protection features.

We may change or discontinue our sweep service at any time, including changing the terms and conditions of the sweep service and adding or discontinuing specific Sweep Options. We may establish eligibility criteria for Sweep Options offered to different clients, including, but not limited to, establishing minimum asset requirements for clients to qualify for specific Sweep Options. We may move your balances to an eligible Sweep Option in the event that you become ineligible for an existing Sweep Option.

By signing this Client Relationship Agreement, you authorize and direct us to deposit or invest your available cash balances on each business day in your Sweep Option and to withdraw your funds from, or liquidate your shares in your Sweep Option, as described in this section and in the General Terms and Conditions in the Agreements and Disclosures booklet, and any amendments. As set forth in the Introduction above, such authorization applies to all of your Accounts at UBS, including any Accounts you may open in the future.

If we have not received such authorization from you, under applicable law we will not be permitted to begin sweeping your available cash balances into your Sweep Option. If available cash balances in your Account are not swept for any reason, available cash balances will not be invested, and we are not required to pay you interest on available cash balances in your Account.

The UBS Bank Sweep Programs

All eligible Accounts will have available cash balances deposited in deposit accounts through one of the UBS Bank Sweep Programs unless you select another Sweep Option, if available.

The UBS Bank Sweep Programs are comprised of the UBS Deposit Account Sweep Program (the "Deposit Program") and the UBS Business Account Sweep Program (the "Business Program"). Eligibility criteria for the Deposit Program and the Business Program are set forth in the UBS Bank Sweep Programs Disclosure Statement. Please review the UBS Bank Sweep Programs Disclosure Statement carefully and retain a copy for your records.

Through each of the UBS Bank Sweep Programs, available cash balances in your Account are automatically deposited into deposit accounts at Bank USA up to the Bank USA Sweep Cap. Available cash balances in excess of the Bank USA Sweep Cap will be automatically swept without limit to your Secondary Sweep Option.

For clients other than Plans and Plan participants, the "Bank USA Sweep Cap" is \$250,000 per Account owner. For Plans and Plan participants, the Bank USA Sweep Cap is \$250,000 per Account.

Unless you select an available Sweep Fund, the Secondary Sweep Option for Accounts other than Investment Advisory Accounts is deposit accounts at AG Stamford Branch. Investment Advisory Accounts will not sweep to the AG Stamford Branch; instead the Secondary Sweep Option for Investment Advisory Accounts will be an available Sweep Fund.

Accounts that are not eligible for the UBS Bank Sweep Programs include (1) any Account owned by a financial institution, (2) Qualified Plan pool accounts and (3) any Account

"Sweep Options" refers to the options made available by UBS for the automatic investment or deposit ("sweep") of available cash balances in your Account.

Sweep Options are subject to eligibility requirement and include: the UBS Bank Sweep Programs, the Sweep Funds, the Puerto Rico Short Term Investment Fund, Inc. ("Puerto Rico Fund"), the International Deposit Account and any other sweep investments that we may offer from time to time for eligible accounts.

The "UBS Bank Sweep Programs" collectively refers to the UBS Deposit Account Sweep Program (the "Deposit Program") and the UBS Business Account Sweep Program (the "Business Program"), which sweep available cash balances to UBS Bank USA as more fully described in the UBS Bank Sweep Programs Disclosure Statement.

UBS Bank USA (Member FDIC) ("Bank USA"), is an FDIC-member bank affiliate of UBS.

"Sweep Funds" refers to one or more of the UBS money market funds made available as a Sweep Option or a Secondary Sweep Option for the UBS Bank Sweep Programs as described in the prospectus for each money market fund.

Available cash balances are swept to a "Secondary Sweep Option" once funds on deposit reach the "Bank USA Sweep Cap".

"Secondary Sweep Option" refers to deposit accounts at AG Stamford Branch or one of the available Sweep Funds. UBS AG, Stamford Branch ("AG Stamford Branch") is a US branch of UBS AG, a Swiss Bank. UBS Group AG is the parent company of UBS AG, Bank USA, UBS Financial Services Inc. and UBS Financial Services Incorporated of Puerto Rico.

"Investment Advisory Account" refers to an Account enrolled in any of the following investment advisory programs: Managed Accounts Consulting Program, Portfolio Management Program, ACCESS, Managed Portfolio Program, UBS Strategic Wealth Portfolio, UBS Strategic Advisor, and Private Wealth

owned by an irrevocable trust where any trust beneficiary is not a natural person or a nonprofit organization.

If the Account owner is an irrevocable trust, in order for your Sweep Option to be one of the UBS Bank Deposit Programs, you will need to confirm that all beneficiaries are natural persons and/or nonprofit organizations by providing that information to your Financial Advisor. If we do not receive your confirmation or if any beneficiary is not a natural person or a nonprofit organization, your Account will have a Sweep Fund as a Sweep Option. If you subsequently confirm to us that your Account is eligible for one of the UBS Bank Deposit Programs, your confirmation authorizes us to sell all of your shares in the Sweep Fund and deposit the proceeds in deposit accounts available through the UBS Bank Sweeps Program. In that case, except for Investment Advisory Accounts, your Secondary Sweep Option will be deposit accounts at AG Stamford Branch unless you instruct us otherwise. For Investment Advisory Accounts, your Secondary Sweep Option will be a Sweep Fund. Please ask your Financial Advisor for information on how to provide information about beneficiaries to us.

Financial institutions include the following entities and any others that we may add from time to time: Insurance companies, broker-dealers, investment advisors, mutual fund companies, hedge fund companies, private pension funds, public retirement funds, state and federal chartered banks, state and federal chartered credit unions, state and federal chartered savings associations, and state and federal chartered trust companies.

If your Account is owned by a trust and is initially eligible for the Deposit Program, your Account may become ineligible for the Deposit Program if any beneficiary is not a natural person or nonprofit organization. If your Account subsequently becomes ineligible for the Deposit Program, you authorize us to withdraw your deposit balances from the Deposit Program and either re-deposit those balances in deposit accounts in the Business Program (if the trust is revocable) or reinvest those balances in a Sweep Fund (if the trust is irrevocable).

Funds in deposit accounts at AG Stamford Branch are not eligible for FDIC insurance or protection by SIPC or any other government agency. Sweep Funds are not FDIC-insured, not guaranteed by a bank, are sold by prospectus only and may lose value.

Deposits at Bank USA through the Business Program are subject to monthly withdrawal limits, as described in the UBS Bank Sweep Programs Disclosure Statement. If your withdrawals in a calendar month reach the limit, all funds on deposit through the Business Program will be withdrawn from Bank USA and transferred into your Secondary Sweep Option and available cash balances will sweep to your Secondary Sweep Option for the remainder of the month. These funds, up to the Bank USA Sweep Cap, will be transferred back to Bank USA on the first business day of the following month.

FDIC Insurance Coverage and Limitations: If you have more than one Account that sweeps to Bank USA, the amount deposited at Bank USA may exceed the amount covered by FDIC insurance (currently \$250,000 per insurable capacity). **You are responsible for monitoring the total amount of deposits that you have with Bank USA to determine the extent of FDIC deposit insurance coverage available to you.** Please refer to the UBS Bank Sweep Programs Disclosure Statement for more detailed information regarding the UBS Bank Sweep Programs and FDIC insurance.

Changing Your Secondary Sweep Option

Available Secondary Sweep Options are set forth in the UBS Bank Sweep Programs Disclosure Statement.

You may change your Secondary Sweep Option to an available alternative Secondary Sweep Option at any time. By instructing us to change your Secondary Sweep Option, you are authorizing and directing us to redeem your Sweep Fund shares, or withdraw funds from the AG Stamford Branch and transfer the funds to your new Secondary Sweep

Solutions and such other programs as UBS may add from time to time.

Please refer to the section "International Accounts" for information about the Sweep Option for the International RMA.

"Plans" refers to employee benefit plans qualified under Section 401(a) or Section 403(b)(7) of the Internal Revenue Code of 1986, as amended, or under any other employee retirement or welfare plan subject to the Employee Retirement Income Security Act of 1974, as amended (ERISA) "Participant" refers to a participant in a Plan who has established a Securities Account for purposes of participation in the Plan.

Option. You may change your Secondary Sweep Option by contacting your Financial Advisor.

Sweep Funds Accounts that are not eligible for the UBS Bank Sweep Programs may have available cash balances invested in a Sweep Fund. The Sweep Funds are subject to eligibility requirements as described in the prospectus for each Sweep Fund. The Sweeps Funds are the UBS RMA Government Money Market Fund, the UBS Liquid Assets Government Fund, the UBS Select Government Capital Fund, the UBS Select Treasury Capital Fund and the Puerto Rico Fund.

An investment in a money market fund is not insured or guaranteed by the FDIC or any other government agency. Although each fund seeks to preserve the value of your investment at \$1.00 per share, it is possible to lose money by investing in a money market fund. Money market funds are sold by prospectus, which includes more complete information on risks, charges, expenses and other matters of interest. Investors should read the prospectus carefully before investing in a fund. A prospectus for each fund may be found at <https://usmoneymarketfunds.com/all-funds.html>. You may also contact your Financial Advisor for a copy of a prospectus.

The Puerto Rico Fund is offered exclusively to residents of Puerto Rico as defined in that fund's prospectus. The Puerto Rico Fund is not a money market fund registered under the U.S. Investment Company Act of 1940, as amended, does not comply with rules applicable to U.S. registered funds and presents a higher degree of risk than those funds. The Puerto Rico Fund is sold by prospectus only, which may be found at ubs.com/us/en/wealth/misc/puertoricofunds.html or from your Financial Advisor.

The Sweep Funds are Not FDIC insured. May lose Value. No bank guarantee.

Automatic Exchanges of Certain Sweep Funds

We offer different Sweep Funds as a Secondary Sweep Option for clients (except for Plans and IRAs in investment advisory programs) who meet certain minimum asset thresholds. Please refer to the UBS Bank Sweep Programs Disclosure Statement for current eligibility criteria and your Secondary Sweep Options. UBS may change the eligibility criteria at any time in its discretion without notice to you. These Sweep Funds will generally offer a higher yield than other Sweep Funds, though there is no guarantee that the yield will be, or will remain, higher.

If your Secondary Sweep Option for one of the UBS Bank Sweep Programs is the UBS RMA Government Money Market Fund, and you become eligible for the UBS Select Government Capital Fund, we will liquidate your shares in your current Secondary Sweep Option, and purchase shares in the UBS Select Government Capital Fund without direction from, or prior notice to, you. Thereafter, your Secondary Sweep Option will be the UBS Select Government Capital Fund. Once a first purchase has been made into the Fund, the UBS Select Government Capital Fund will remain your Secondary Sweep Option even if your Marketing Relationship assets cease to meet the minimum asset thresholds for the UBS Select Government Capital Fund. You may elect a different Secondary Sweep Option for which you may be eligible by contacting your Financial Advisor.

Clients other than Plans and Plan Participants

Your eligibility for the UBS Select Government Capital Fund will be determined at the end of each month, based on the value of your Marketing Relationship assets as determined in the sole discretion of UBS. If the value of your Marketing Relationship assets reaches the minimum asset threshold at any time other than the end of the month, you will not be eligible for the UBS Select Government Capital Fund.

Plans and Plan Participants

A Plan's eligibility for the UBS Select Government Capital Fund will be determined at the end of each month, based on the value of the Plan's QP Relationship assets, as determined

in the sole discretion of UBS. A Plan Participant's eligibility for the UBS Select Government Capital Fund will be determined at the end of each month, based on the greater of the value of the Plan's QP Relationship assets and the Plan Participant's Marketing Relationship assets, both as determined in the sole discretion of UBS. If the value of a Plan's QP Relationship assets or a Plan Participant's Marketing Relationship assets reaches the minimum asset threshold at any time other than the end of the month, the Plan or Plan Participant will not be eligible for the UBS Select Government Capital Fund. Investment Advisory Accounts of Plans and Plan Participants are not eligible for UBS Select Government Capital Fund.

Check Writing

Many UBS accounts incorporate a check writing feature. If you choose this feature for your account, you authorize us and our Check Provider to honor checks that bear your signature(s) and unsigned drafts that are presented on the basis of separate written authorization from you to the payee. These checks may be used only in conjunction with your accounts and only up to the account's "Withdrawal Limit" as defined in the General Terms and Conditions in the Agreements and Disclosures booklet. We will deduct funds from your Accounts and reimburse the Check Provider in federal funds when checks or drafts are presented to the Check Provider. We may delay or deny payment if there are insufficient available assets in your Account to cover payment on the day you write the check or authorize the draft through the day on which we deduct funds from your accounts to pay the check or draft.

Bill Payment and Electronic Funds Transfer Services

Many UBS accounts incorporate the Bill Payment and Electronic Funds Transfer services. If you enroll in these services, you authorize UBS and its processing bank to effect the types of transactions described in the Bill Payment and Electronic Funds Transfer Service Agreement. This service agreement also applies to other electronic transfers to or from your Accounts, including transfers made with UBS CashConnect feature and certain payments made through the Automated Clearing House ("ACH") system, even if you do not enroll in this service.

UBS Visa Debit Card for RMA or BSA

Brokerage accounts with cash management features include the UBS Visa Debit Card (Card). If you choose this feature either verbally or in writing, you will be issued one or more Card(s) by the Card Issuer. UBS or the Card Issuer will complete any transactions you initiate using the Card(s). The Card Issuer will approve transactions up to your account's "Withdrawal Limit," as described in the Agreements and Disclosures booklet.

You agree to maintain sufficient available assets in your account to make payment in full, and transactions may be denied if there are insufficient assets in your account to make full payment for any Card transactions as they are processed. As your Card cash withdrawals are processed, we will deduct funds from your Account to reimburse the Card Issuer. Once each calendar month and effective August 1, 2015 once each business day, we will deduct from your Account the amount of purchases made with the Card that have been received by the Card Issuer but not yet deducted from your Account. The Card Issuer may suspend or cancel Cards if there are insufficient assets to cover transactions. Your use of the Card constitutes your agreement to the terms and conditions in the UBS Visa Debit Card Cardholder Agreement, which is included in the Agreements and Disclosures booklet.

UBS Credit Card for RMA or BSA

You may apply for a UBS Visa Signature credit card or UBS Preferred Visa Signature credit card (Credit Card) either verbally or in writing. If your application is approved by the Card Issuer, you will be issued one or more Credit Cards. We will bill transactions made with your Credit Card separately from your eligible brokerage account. You may pay your

"QP Relationship assets" is defined in the UBS Bank Sweep Programs Disclosure Statement.

"Check Provider" is the provider and processor we have appointed to handle payment of your checks and drafts. We reserve the right to change check providers from time to time.

The Bill Payment and Electronic Funds Transfer Service Agreement is located in the Agreements and Disclosures booklet.

Bill payments are only available to payees located in the U.S.

Transfers through the ACH system are only available to and from accounts at financial institutions and banks within the U.S.

"Card Issuer" means UBS Bank USA, its successors and assigns, or the issuer of UBS Cards we appoint in our sole discretion.

Your UBS Visa Debit Card(s) will be mailed to you under separate cover after your Account has been approved.

Your UBS Credit Card(s), if approved for issuance by the Card Issuer, will be mailed to you under separate cover after your Account has been approved.

Credit Card balance automatically each month from your eligible brokerage account, or you may pay the bill from other sources or allow a balance to revolve. The Credit Card terms and conditions describes rates, fees and other costs for the Credit Card. The Card Issuer will issue and manage your Credit Card according to Utah law and the UBS Credit Card Cardholder agreement (Credit Card Agreement). The Card Issuer will include the Credit Card Agreement with your Credit Card.

Your use of the Credit Card constitutes your agreement to the terms and conditions in the Credit Card Agreement, which may change occasionally. The Credit Card is not subject to the General Terms and Conditions of this UBS Client Relationship Agreement. To fulfill your application for a Credit Card, we will share the personal information the Card Issuer requires to open your Credit Card Account, and we share your personal information such as application data, approval status and transaction information on a regular basis to update your UBS monthly account statement and our records.

When you request a Credit Card, the Card Issuer will obtain a credit report as part of your application and after it establishes your Credit Card account to administer your Credit Card account and report its credit experience with you to others. At your request, the Card Issuer will provide the name and address of each consumer reporting agency from which it obtained a report about you. After your Credit Card account is open, you will have the opportunity to select how the Card Issuer can use or share information about you for marketing or Credit Card account maintenance purposes.

Any disputes you may have with the Card Issuer will be resolved by binding Arbitration. For more information regarding Arbitration please consult the UBS Credit Card Agreement.

By requesting Credit Card, you agree with the following statements:

- I (we) am at least 18 years old and a permanent resident of the United States.
- I (we) have reviewed and agree to the Important Information about the UBS Credit Card Account Terms and Conditions that was provided with this Client Relationship Agreement.
- All information provided to UBS and the Card Issuer was truthful and complete.

International Accounts

Please note: The International RMA and certain of its cash management features and other services are not available in all countries and may be changed at any time.

In connection with your certification regarding purchases made in reliance on Regulation S, including off-shore mutual fund purchases, the definition of a U.S. Person is 1) any resident of the United States; 2) any partnership or corporation organized in or under the laws of the United States; 3) any estate or trust in which the executor, administrator or trustee is a U.S. person and/or if the income from the estate or trust is subject to U.S. federal income taxation (regardless of the source of the income); 4) any corporation, partnership, estate, trust or other entity that is directly or indirectly controlled by one or more of the above categories of U.S. Persons; 5) any agency or branch of a foreign entity that is located in the U.S.; 6) any non-discretionary account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a U.S. Person; 7) any discretionary account (other than an estate or trust) held by a dealer or fiduciary that is a U.S. Person, not including those held for the benefit of a non-U.S. Person; 8) certain partnerships or corporations that are organized or incorporated under the laws of any non-U.S. jurisdiction that have formed principally for the purpose of investing in securities not registered under the U.S. Securities Act of 1933; and 9) any other person or entity considered a U.S. Person for purposes of Regulations under the Securities Act of 1933.

International Deposit Account Sweep Program

The Sweep Option for International Accounts is generally the UBS International Deposit Account Sweep Program (IDA). The IDA is an interest-bearing account maintained by UBS AG at the Cayman Islands Branch where funds are invested into short-term deposits. If you are eligible and choose to participate in the IDA sweep program, free cash balances in

Express Delivery: If you are approved for an account and your card was requested next day delivery, your card will be sent the next day after your account is opened if the request is made before 3:00 p.m. Eastern time of that day. A signature is required for Express Delivery.

The information contained in these disclosures is accurate as of 04/04/2012 and may change after this date.

The UBS Credit Card is not available with the International RMA.

The Credit Card terms and conditions describe the fees for the UBS Credit Card.

The features and fees of your International Resource Management Account are more fully described in the Agreements and Disclosures booklet.

your Accounts are automatically deposited into a demand deposit account at the New York Branch of UBS AG, from which funds are then swept and re-deposited each business day into an overnight deposit account at the Cayman Islands branch of UBS AG. As your agent, UBS Financial Services Inc. will make the necessary withdrawals from the New York deposit account to satisfy debits or charges in your Account in accordance with the General Terms and Conditions. You may choose to withdraw from the IDA Program at any time, however, your free cash balances in your Account at UBS Financial Services Inc. will not earn interest or dividends. Funds on deposit in the accounts at the New York and the Cayman Islands branches of UBS AG are not eligible for federal deposit insurance from the Federal Deposit Insurance Corporation (FDIC).

"Card Issuer" refers to UBS Bank USA, its successors or assigns, or the issuer of the UBS Card we appoint in our sole discretion.

The UBS Credit Card and the UBS Rewards Program are not features of the International RMA.

A full description of the IDA Sweep Program is included in the Agreements and Disclosures Booklet. At times, we may update or modify the terms of the IDA Sweep Program and/or change the Sweep Options we make available.

UBS Visa Debit Card®

The International RMA includes the UBS Visa Debit Card (Card). If you are eligible for the Card under applicable law and UBS policies and you request this feature either verbally or in writing, you will be issued one or more Card(s) by the Card Issuer. UBS or the Card Issuer will complete any transactions you initiate using the Card(s). Your use of the Card constitutes your agreement to the terms and conditions in the UBS Visa Debit Card Cardholder Agreement that is included in the Agreements and Disclosures booklet.

The Card Issuer will approve transactions up to your account's "Withdrawal Limit," as described in the Agreements and Disclosures booklet. You agree to maintain sufficient available assets in your account to make payment in full and understand that transactions may be denied if there are insufficient assets in your account to make full payment for any Card transactions as they are processed.

As your Card cash withdrawals are processed, we will deduct funds from your Account to reimburse the Card Issuer. Once each calendar month and effective August 1, 2015 once each business day, we will deduct from your Account the amount of purchases made with the Card that have been received by the Card Issuer but not yet deducted from your Account. The Card Issuer may suspend or cancel Cards if there are insufficient assets to cover transactions.

Insurance Accounts

As a service to clients, we also offer accounts to maintain or permit the purchase of insurance products and services. By signing the Signature Page for your non-brokerage insurance account, you accept the Client Relationship Agreement and the other documents referred to here, and as a result, you may be able to open brokerage accounts with us in the future without having to sign additional agreements.

Joint Accounts

For joint accounts, each person or entity named on the Account has full power and authority over the Account, and the account holders are jointly and severally liable for all obligations with respect to the Account. Please refer to the "Joint Accounts" section of the General Terms and Conditions for more information about the terms and conditions that apply to joint accounts.

When we open additional joint accounts for the same account holders, we establish them with the same legal ownership as the most recently-opened joint account, unless we are instructed otherwise. If you request a different form of ownership, we will request your signature acknowledging that election. For example, if you open an account as joint tenants with rights of survivorship, your next account with the same parties will also be established as joint tenants with rights of survivorship, unless you tell us you want a different type of ownership for that account.

Margin Agreement and Margin Requirements

All Accounts that you open now or in the future will be established with margin, if eligible, unless you instruct us that you do not want margin privileges for specific Accounts. By signing the Signature Page for any Account except for an ERISA Plan or for an Estate, you agree that the Margin Agreement governs your use of margin in all of your current Accounts and any Accounts that you may open in the future.

Therefore, if you do not establish margin privileges when you open an Account and later decide to use margin, you may be able to do so without signing additional forms. Likewise, if you cancel your margin privileges on an Account, your margin agreement with us will remain in effect and you may request to use margin again at any time. In either event, we will confirm your request.

When you use your margin privileges, we hold your securities in your Account as collateral against the amounts you borrow, and your securities may be loaned to UBS or to others as described in the Margin Agreement. In addition, margin-eligible Accounts are subject to applicable statutes, rules, regulations, procedures or industry customs. We may deem it necessary or advisable to establish additional requirements for margin accounts. You agree to maintain sufficient assets to satisfy all applicable statutes, rules or regulations, or as we deem necessary or advisable. You also agree to maintain sufficient assets in your Account to satisfy any and all margin calls issued in connection with the Account.

As long as your Account is a margin account, you authorize UBS in the usual course of business to lend, pledge as collateral, hypothecate, relend or repledge any Property we carry for you on margin, whether separately or together with Property of others, either to ourselves or to others. This authorization remains in effect until we receive payment for such Property.

When you use your margin privileges, as permitted by law, we may use certain securities in your account for, among other things, settling short sales and lending securities for short sales. We may receive and retain compensation in connection with such transactions. If you are engaged in short selling a security, you may incur a charge due to certain borrowing costs for that particular security.

Subject to applicable rules and regulations, we may amend, the requirements applicable to your margin account at any time in our sole discretion, including changing the level of credit available to you and applicable maintenance requirements without notice to you. A prior demand or call, or prior notice of the time and place of such sale or purchase shall not be considered a waiver of our right to sell or buy without demand or notice as described here. For additional terms, please refer to the section "Liquidation of Collateral or Account" below.

We have the right to satisfy a margin call or to require or obtain full or partial payment of a margin loan at any time without a demand for margin or additional margin or other notice. To satisfy a margin call or to obtain full or partial payment of the margin loan, in addition to all rights provided by law, we have the right to:

1. require additional collateral,
2. sell any Property in any of your Accounts with us, whether carried individually or jointly with others,
3. buy any Property which may be held short in your Account,
4. cancel any open orders and close any or all outstanding contracts, or
5. liquidate any of your Accounts with us.

We may also exercise these rights at any time in our sole and absolute discretion.

You understand that there are substantial risks involved in trading securities on margin, using leverage as a liquidity source or as part of your investment strategy, or otherwise pledging your securities in order to obtain credit. Please review the Loan Disclosure Statement included in the Agreements and Disclosures booklet carefully for a detailed discussion of these risks.

If you do not want to establish margin for your current accounts or any accounts you open in the future, please contact your Financial Advisor.

Please note: UBS does not extend margin for the following accounts:

- Individual Retirement Accounts
- ERISA Plans
- Coverdell Education Savings Account
- 403(b)(7) Accounts
- UGMA
- UTMA
- Estate
- 529 Plan Accounts

Hypothecation is the pledging of securities or other assets to secure a loan such as debit balance in a margin account.

"Property" includes, but is not limited to, securities, securities entitlements, investment property and financial assets, including without limitation, money, stocks, options, bonds, notes, futures contracts, commodities, commercial paper, deposits, certificates of deposit and other obligations, contracts, all other property usually and customarily dealt in by brokerage firms and any other property that can be recorded in or credited to any of your Accounts, as well as the Accounts themselves..

Please refer to the UBS Statement of Credit Practices for additional information.

Security Interest

As security for the payment of all liabilities or indebtedness presently outstanding or to be incurred under this or any other agreement between you and any UBS Entity, including but not limited to any loans or promissory notes, you hereby grant to each UBS Entity a security interest in and lien on any and all Property held or carried by any UBS Entity for you or on your behalf in or credited to any UBS Account(s) (other than qualified plan or IRA accounts or other accounts where doing so would be a prohibited transaction or violation of applicable law or regulation) and in any other Account with any UBS Entity in which you may have any legal, equitable or other interest.

All such Property will be subject to such security interest as collateral for the discharge of your obligations to any UBS Entity, wherever or however arising and without regard to whether or not we made loans with respect to that Property. In enforcing our security interest, we have the discretion to determine the amount, order and manner in which the Property will be sold and have all the rights and remedies available to a secured party under the Uniform Commercial Code (UCC) in addition to all other rights provided in this Agreement or by law.

You will not cause or allow any of the Property held in any of your UBS Accounts, whether owned now or acquired later, to be or become subject to any liens, security interests, mortgages or encumbrances of any nature other than our security interest, without our prior written consent. Each UBS Entity shall act as agent for and on behalf of each UBS Entity for purposes of perfecting, maintaining and enforcing the security interests granted hereunder or by operation of law. Each UBS Entity acting in the capacity of a deposit bank, securities intermediary or commodities intermediary, agrees to follow the instructions and entitlement orders of each other UBS Entity with respect to the Property as a secured party without further consent by you. You hereby authorize and direct each UBS Entity to follow the instructions and entitlement orders of each other UBS Entity.

Liquidation of Collateral or Account

We may satisfy any and all amounts you owe us in connection with any of your Accounts or agreements with us, or any other agreement between you and any UBS Entity, including but not limited to any loans, promissory notes or tax obligations, from Property we hold or carry in any of your Accounts with us (other than qualified plan or IRA accounts or other accounts where doing so would be a prohibited transaction or violation of applicable law or regulation). Additionally, we may sell any or all Property held in any of your Accounts with us and cancel any open orders for the purchase or sale of any Property without notice in the event of your death or dissolution, or whenever in our discretion it is necessary for our protection. In these instances, we may also borrow or buy-in all Property held in any of your Accounts required to make delivery against any sale initiated for you. These sales or purchases may be public or private and may be made without advertising or notice to you and in the manner we determine in our sole discretion. You waive diligence, presentment, protest, demand for payment and notice of nonpayment and further waive all other notices and formalities to which you may be entitled under applicable law or otherwise, to the extent the waiver of such notices and other formalities is permissible under applicable law. Your waiver will not be invalidated by any demands, calls, tenders or notices that we may make. At any sale, we may purchase the Property or any portion thereof free of any right of redemption and you will remain liable for any deficiency in any of your Accounts, plus any accrued interest on the deficiency at our then customary rate, if applicable, or at the maximum rate allowable by law. We will not be liable to you in any way for any losses or adverse tax consequences resulting from a liquidation of your Property.

"UBS," "we," "us," "our" and "ours" refer to UBS Financial Services Inc. and, unless we indicate otherwise in this Agreement, its successor firms, subsidiaries, correspondents and Affiliates, including without limitation, its parent company, UBS AG.

"Affiliates" refers to UBS Financial Services Incorporated of Puerto Rico (which clears through UBS Financial Services Inc.), UBS Bank USA, UBS Credit Corp., UBS Trust Company, N.A. and their insurance agency affiliates and subsidiaries, and all other subsidiaries and affiliates.

"UBS Entity" refers to UBS Financial Services Inc. and each of these Affiliates.

"Securities Intermediary" means: 1) a clearing corporation; or 2) a person, including a bank or broker, that in the ordinary course of business maintains securities accounts for others and is acting in that capacity, as such terms are interpreted under Section 8-102(a)(14) of the United States Uniform Commercial Code.

USA Patriot Act

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information and documentation identifying each account holder. Therefore, when you open an Account, we ask for your name, address, date of birth and other identifying information about you. We may ask to see your driver's license or other identifying documents. We may also screen your name against various databases to verify your identity. If we are unable to verify your identity, we may take any of the actions described under "Termination of your Account" in the General Terms and Conditions in the Agreements and Disclosures booklet.

Credit Report

You grant us permission to obtain a credit report when you open an account with us and to obtain updated credit or similar reports at any time during the time your account remains open. You grant us permission to check and verify your credit references and update all credit information we have obtained on you. We may provide any such credit report or other credit information we have obtained on you to our Card Issuers, Check Providers or to our affiliates, to enable them to provide additional products or services that may be of interest to you and to otherwise assist us in servicing, administering and maintaining your account and evaluating your financial needs.

Your Privacy

At UBS, we are committed to safeguarding your personal information. Please refer to the UBS Client Privacy Notice in the Agreements and Disclosures booklet, which describes the personal information we collect about you and how we handle and protect it.

Please see the UBS Client Privacy Notice in the Agreements and Disclosures booklet for further information, including how to opt-out of certain information sharing.

Subject to any applicable financial privacy laws and regulations, you acknowledge that we share such personal financial data regarding you and your Accounts with our affiliates and non-affiliates as is necessary or advisable to effect, administer or enforce transactions requested or authorized by you, or to service, process or maintain, your Accounts and all transactions related to or in connection with your Accounts.

Disclosure of Beneficial Ownership

The issuers of securities held in your Accounts may request your name, address and security position so that they may contact you directly for proxy voting and other shareholder communications. You may instruct us not to supply this information, in which case, you will receive information regarding those securities from UBS instead of the issuers. Your current instructions are reflected on the Account Information pages of the Completing Your Account Opening Process package. If you would like to change your instructions, please call your Financial Advisor.

As described in the section "Foreign Securities" in the General Terms and Conditions, we may share information about the beneficial ownership of foreign securities in your Accounts with the issuers of those securities, foreign government authorities of their agent, to obtain reduced tax withholding rates, to comply with local law or to respond to other lawful requests.

Emergency or Alternate Contact

If you have provided UBS with an Emergency or Alternate contact, you authorize us to reach out to that emergency or alternate contact in the event that we have concerns or questions about you, including but not limited to your health, well-being, or whereabouts. You further authorize UBS to discuss our concerns and disclose any necessary information about you including your account information to your emergency or alternate contact. You acknowledge that this authorization will apply to all accounts currently open and any account you open in the future in any capacity.

You understand that the decision as to whether, when or if to reach out to your emergency or alternate contact(s) is at the sole discretion of UBS and that if you have provided multiple emergency or alternate contact persons, UBS is under no obligation to reach out to any or all of the alternate contacts.

Householding of Statements and Other Communications

As a convenience to you, we may consolidate periodic communications for certain accounts with the same address. This practice, called "householding," applies to account statements, trade confirmations, personal and financial information required to be sent by regulation, preliminary and final prospectuses and Summary of Accounts statements, which provide consolidated information for all of the accounts in your household. Households are determined as follows:

- Accounts that share the same name, address and Social Security or Tax ID Number are automatically placed in the same household.
- Accounts that share only the same address will be placed in the same household only with the express consent of all the Account holders.

We mail household communications in a single envelope (if you receive paper delivery) or, if you receive electronic delivery, we make them available through UBS Online Services or other electronic delivery method. Any member of your household who is enrolled in UBS Online Services can have access to view all Accounts in the household.

The composition of a household will change as clients move away from the household mailing address, and the addressee for household mailings may also change over time. Where owners of joint accounts live at different addresses, household mailings will be sent to at least one account owner's address and may be included with mailings for other accounts at that address under the conditions described above.

Periodically we are required by industry regulators to send records of certain personal and financial information to our clients. Because we deliver these records with your account statements, other members of your household may have access to these records unless you instruct us to send them to you separately.

If you do **not** want your statements and other periodic communications from us to be bundled by household, please contact your Financial Advisor and ask to receive individual mailings in separate envelopes or delivered separately via electronic means.

E-mail Communications

We discourage clients from transmitting personal or confidential information through e-mail. If you choose to send personal and confidential information to us via e-mail, we cannot be responsible for any loss or damages that occur as a result, such as losses or damages arising from mistaken identity or unauthorized access and the use of the information (for any purpose) by others who may intercept or otherwise access the communications during and after transmission.

Entire Agreement and Changes to the Agreement

This Client Relationship Agreement and the related documents, including the General Terms and Conditions and the rest of the Agreements and Disclosures booklet form the entire "Agreement" between you and UBS Financial Services Inc. or UBS Financial Services Incorporated of Puerto Rico with respect to your Account(s).

The accounts and services we offer may change over time. We may change our Agreement with you at any time by sending you a written notice of the change, and the changes will be effective on the date of the notice unless we specify a later date. We also may cease to offer services at any time without prior notice. Your continued use of your Accounts and our products and services constitutes your acceptance of the new terms and conditions. All changes by you to the Agreement will become effective only if offered in writing and signed by us.

Applicable Law

This Agreement, including the Arbitration provisions below, and its enforcement, are governed by the laws of the State of New York, without giving effect to such State's

*If you do **not** want your statements to be bundled by household, please contact your Financial Advisor and ask to receive individual account statements mailed in separate envelopes or delivered separately via electronic means.*

For more information regarding electronic delivery of periodic communication for your Account, please refer to the Electronic Delivery Agreement below.

choice of law or conflict of laws provisions. The Agreement is binding on you and on UBS Financial Services Inc. and UBS Financial Services Incorporated of Puerto Rico provided that there is no inconsistency with the Federal securities laws or the Federal or State banking laws. In connection with any Card issued, the respective Cardholder Agreement shall be governed by Federal law and the law designated by the Card Issuer in that Cardholder Agreement.

In the event that any of the Arbitration provisions below are found to be unenforceable, you submit to the exclusive jurisdiction of the courts of the State of New York and the Federal courts sitting in the Southern District of New York for the purpose of determining all matters with regard to the Agreement. You also consent to service of process by certified mail to your Account's address of record, and you waive any objection to the venue and any claims that an action or proceeding has been brought in an inconvenient forum. If any provision of the Agreement is held to be invalid, void, or unenforceable, the remaining provisions will remain in full force and will be construed to the fullest extent permitted by law, to give effect to the intent of any provision that has been called into question.

Non-Primary Residence Address for Mailing Purposes

Unless you notify us otherwise in writing, you authorize us to use the Account Address you provided in the Account Application to mail all notices, correspondence and for the disbursement of Property, even if it is not your primary residence. Based upon this authorization, we will not telephone you to confirm receipt of property or require a signed written confirmation from you acknowledging transmittal of property. If you would like to designate an alternative mailing address for the account, please contact your Financial Advisor to provide the necessary authorization. Even when you have provided a mailing address for the Account, some correspondence may be delivered to your legal residence address only based upon operational considerations.

Electronic Records

Any agreements accepted by facsimile or electronic means (such as clicks or other online means) are legally binding and are considered to have been "signed" by you with the same effect as a manual signatures. Electronic records of an agreement that is made online will also be considered to be "in writing." You agree not to dispute the validity or enforceability of any agreements entered into electronically by you (or by anyone using your authentication devices, such as a password or PIN).

Electronic Delivery Agreement

UBS offers certain communications through electronic delivery. Categories of communications you may enroll in for e-Delivery include:

- Statements for your UBS Accounts, which include your UBS Visa Signature® credit card statement from the Card Issuer; notices delivered on or with statements such as our annual Client Privacy Notice; and messages about transactions and payments.
- Trade confirmations and notices regarding account activity.
- Shareholder communications, including annual and other shareholder reports, preliminary and final prospectuses, proxy materials and information about other corporate actions. Shareholder communications also includes all account documents related to Investment Advisory accounts and fee-based financial planning services, including Form ADV disclosure brochures, manager profiles, asset allocations, performance reports and other disclosures, reports and notices related to advisory accounts and fee-based financial planning services.
- Quarterly performance reports.
- UBS Equity Plan Advisory Services plan advices.
- Tax reporting documents, including 1099s and other tax documents that are available now or become available in the future.
- Agreements and disclosures relating to the accounts, features and services we offer.

Any member of your household may enroll any other household account in electronic delivery of these periodic communications, except for tax reporting documents. By enrolling in e-Delivery of any communications described above, you agree that we may

Please see the section Householding of Statements and Other Communications above for further

also deliver similar firm documents electronically that may be available now or in the future. When available, confirmations of your personal and account information may be included with related documents that are delivered electronically through UBS Online Services or any other secure method. **Please note:** These confirmations are sent periodically and to confirm certain changes to your account information. These confirmations may be viewable by other members of your household through UBS Online Services or other secure methods. Contact your Financial Advisor if you prefer to receive private, paper versions of confirmations of personal and account information instead of electronic versions.

information regarding how a household is established.

If you enroll in e-Delivery for any of the communications described above, the following terms and conditions will apply to all of the UBS accounts (current and future) in your UBS statement household.

- A valid e-mail address is required for our e-Delivery services and you are responsible for notifying UBS when your e-mail address changes; you may update your e-mail address online through UBS Online Services or by calling your Financial Advisor.
- Access to UBS Online Services is required for e-Delivery of documents that contain any personal information; we may, however, deliver such documents by other secure means in the future.
- Enrollment in e-Delivery is effective immediately and may be cancelled at any time, either by changing your elections online or by contacting your Financial Advisor; we confirm cancellations and other changes to your delivery preferences by e-mail or regular mail whether they were initiated by you or UBS.
- Enrollment for any e-Delivery services for any of your accounts will automatically apply to any accounts that you open in the future at UBS, subject to certain system limitations.
- You may request paper copies of any document we are required to deliver to you at any time for no additional charge by contacting your Financial Advisor.
- We notify you by e-mail when a new document is available; to protect your information, the electronic message generally includes a link to a secure UBS website where the document can be viewed and downloaded.
- If your e-mail address fails, we will mail paper copies of documents or a paper notice that a document is available with instructions on how to access it.
- By enrolling in e-Delivery, you confirm that you have access to a printer or other device to print or save documents you may wish to retain.
- We do not charge for e-Delivery, but your Internet access provider may have separate charges.

Representations and Agreement for Trustee Certification

Representation of a Trust Agreement in Effect

For trust accounts, each Trustee, certifies, represents and warrants that the trust to which this certification applies is in full force and effect and that the information you have supplied to UBS is true and accurate, as we rely on that information to service your accounts.

Unless we are updated subsequently by the trustees, UBS will rely on this certification, which includes the information you provide on the Signature Page, to service accounts you may open in the future for the same trust. By signing a UBS Trustee Certification and Agreement, you agree that:

- Each trustee (or a corporate officer if the account is a corporate trustee) executed the certification.
- You have full power under the trust agreement and applicable law to submit valid orders and other instructions relative to the trust Account(s).
- The trust agreement authorizes you to make distributions and transfers from the trust including transfers to the trustee(s).
- You have received and read the "UBS Client Relationship Agreement" and the documents it references and agree to those terms and conditions for all accounts you open on behalf of the trust.
- As Trustee(s), you have broad investment powers under the Trust and applicable law. You have noted any restrictions on your power as trustee(s) on the Signature Page for the first trust account you open, and agree that the powers and restrictions listed here and on the Signature Page are accurate and complete.

The "UBS Client Relationship Agreement" plus the additional information, terms and conditions, and disclosures pertaining to the accounts and services you have requested UBS to establish for the Trust govern the overall relationship between the Trust and UBS.

Trustee's Ability to Bind the Trust

Unless you indicate otherwise on the Signature Page, you agree that any individual trustee may independently exercise any of the trust's powers. This means that UBS is authorized to take instructions from and accept any document on behalf of the trust (including but not limited to agreements to arbitrate all disputes involving the trust account) signed by any one of the trustees. You agree that UBS may, in its discretion, require the joint action of all trustees whenever UBS deems such joint action to be necessary or appropriate.

By signing a UBS Trustee Certification and Agreement, you agree that:

- Unless you have noted otherwise, you have the authority to pledge, mortgage, assign or subject to a security interest or lien in favor of UBS, any property of the trust as security for any liability of the trust or third parties (in each case, with no limitations as to amount).
- You have the authority under the trust agreement and applicable law to execute any and all relevant documents and bind the trust to any agreements entered into with respect to such activities.
- **You understand that, if you have requested margin privileges on behalf of the trust, UBS holds securities in margin-eligible trust accounts as a lien against the amounts borrowed by the trust, and you agree to maintain sufficient collateral in the account to meet margin calls we might issue.**

Trustee's Acknowledgement

By signing a UBS Trustee Certification and Agreement, you agree that:

- It is binding on the trust and all future trustees.
- UBS may assume without further inquiry and is not required to confirm your power and authority as trustee(s) or to verify instructions for the delivery of any money or property to you as trustee(s).
- UBS is not required to confirm that you are properly exercising your power and authority.

Liability and Indemnification

By signing a UBS Trustee Certification and Agreement, you agree that:

- UBS is acting in reliance on this certification and is not liable for any breach of fiduciary duty for account activities and transactions that are not specifically identified in this certification as a limitation on your authority to invest or act on behalf of the trust.
- UBS is not required to inquire whether any transaction represents a proper exercise of the trustees' power or authority, unless it is demonstrated that UBS had actual knowledge that either the transaction's proceeds were being improperly used for the trustees' benefit or that the transaction exceeded or was in breach of the trustees' powers or authorities.
- You fully indemnify UBS from all losses, liabilities, damages, claims, costs and expenses, including attorney fees resulting from UBS acting in reliance on this certification.
- As trustees, you are each jointly liable for performing your obligations under this certification and agreement
- Your obligations and this indemnification remain in effect if the trust is terminated or its accounts are transferred and shall bind all your successors and assigns.

Duty to Update

You agree to provide UBS an updated certification if there is any amendment to the trust, any change in the composition of the trustees, or any other event that materially alters the facts which you have certified and upon which we are relying to service the trust account(s).

If we are uncertain of the authority conferred by this certification, its continuing effectiveness, or any other certification of the trustees, we may refrain from taking any action with respect to the account(s) until we are satisfied as to the authority of the trustee(s). You agree to indemnify us from any claims, demands, expenses, losses or damages if we refrain from acting for these reasons.

Authority To Appoint/Hire Investment Advisor or Other Third Party

By signing a UBS Trustee Certification and Agreement, you agree that:

- Unless you have indicated otherwise on the Signature Page, you have the power under the trust agreement and applicable law to appoint or hire an investment advisor or other third party to advise, manage and have discretion with respect to the trust's assets and liabilities, and to appoint or delegate your powers to an agent and that, in the event you appoint or hire an investment advisor or third party or appoint an agent, you agree to provide additional documentation to UBS as we request.
- You have the authority to open the trust account(s), place assets in the trust account(s), make each and every representation and warranty set forth in this certification and agreement, engage in each of the actions on behalf of the trust set forth in this certification and agreement, and execute this certification and agreement.
- All investment advisors or other third parties you appoint or hire to manage and/or have discretion with respect to the trust's assets and liabilities or other agent that you have appointed or to whom you have delegated your powers are bound by your acknowledgements, agreements, representations and warranties in this certification and agreement, and the obligations you have undertaken.
- Unless you have indicated otherwise on the Signature Page, that the beneficiaries of the trust are individuals (natural persons) or not-for-profit organizations.

Grantor Power to Amend and Revoke – Revocable Trusts Only

By signing a UBS Trustee Certification and Agreement, you agree that either:

You are the grantor of a revocable trust and you have full power and authority under the trust agreement and applicable law to freely amend and revoke the trust, **OR**

As a non-grantor trustee, you represent that the grantor has full power and authority under the trust agreement and applicable law to freely amend and revoke the trust.

Grantor Authorization for Credit Disclosure

By signing a UBS Trustee Certification and Agreement, each grantor agrees that:

You authorize UBS to obtain a credit report or other verbal or written credit references about your credit history or to verify or update credit information given to UBS.

Introduced Accounts

Accounts opened with UBS Financial Services Incorporated of Puerto Rico or any other broker-dealer under a clearing agreement with UBS Financial Services Inc. are "introduced" to UBS Financial Services Inc. and will be carried by UBS Financial Services Inc. in your name. Please refer to the section titled "Introduced Accounts" in the General Terms and Conditions for a description of the services provided by your introducing broker and by UBS Financial Services Inc.

Puerto Rico Residency Representation

If Puerto Rico investments are purchased and/or held in a UBS Financial Services Incorporated of Puerto Rico account, each account owner, or for an account of an entity, the authorized person(s), certifies the following:

You may hold or purchase certain investments in your Account, including, but not limited to, closed-end and open-end mutual funds, preferred stock and debt securities that are not registered under the U.S. Securities Act of 1933 or the U.S. Investment Company Act of 1940 and are exempt from registration under the U.S. Securities Act of 1933 and/or the U.S.

Investment Company Act of 1940 ("Puerto Rico Investments"), based in part, on the requirement that they be offered or sold only to individuals who have their principal residence in Puerto Rico and to entities whose principal office and place of business are in Puerto Rico ("Puerto Rico Residents"), as disclosed in the respective prospectuses or offering materials. You are aware that certain Puerto Rico Investments may not be suitable to all investors as they may be designed primarily for long-term investors.

Accordingly, if you acquire or propose to acquire Puerto Rico Investments, you hereby represent that:

- You have acquired or propose to acquire Puerto Rico Investments for your own Account and will be the beneficial owner of those assets.
- If you propose to acquire Puerto Rico Investments for the Account of a retirement plan that is the beneficial owner of the assets, you acknowledge that UBS may limit, in part or in total, the amount of any such purchase, whether or not the retirement plan is subject to ERISA.
- As of the date of this agreement, (i) you are an individual whose principal residence is in Puerto Rico, or (ii) if organized as a non-business trust, the trust has its principal office and principal place of business within Puerto Rico and the trustee and all beneficiaries of the trust are Puerto Rico Residents, or (iii) if organized as a trust, the trustee and all beneficiaries of the trust are Puerto Rico Residents, or (iv) if organized as a corporation, partnership or other form of business organization, the entity has its principal office and principal place of business within Puerto Rico and has not been organized for the purpose of acquiring Puerto Rico Investments.
- If you cease to be a Puerto Rico Resident, you will (i) notify us within 30 days of ceasing to be a Puerto Rico Resident, (ii) liquidate your holdings in any Puerto Rico Investment when such liquidation becomes economically feasible, and (iii) not acquire additional Puerto Rico Investments.
- You acknowledge that if at the time of your acquisition of Puerto Rico Investments you are not a Puerto Rico Resident, UBS may declare such acquisition null and void.

To the extent that you seek to avail yourself of any tax treatment or seek qualification under any tax incentive program such as, for example, the Puerto Rico Export Services Act ("Act 20") or the Puerto Rico Act to Promote the Relocation of Individual Investors ("Act 22" and together with Act 20, collectively, the "Acts") based on Puerto Rico residency, you hereby acknowledge that:

- You are solely responsible for complying with all of the applicable rules and requirements pertaining to your residency for federal and Puerto Rico tax purposes and that neither UBS Financial Services Incorporated of Puerto Rico nor UBS AG or any of its affiliates are making any representation as to your compliance with any such rules and requirements or with respect to your residency for federal and Puerto Rico tax purposes, or providing any tax advice.
- UBS Financial Services Incorporated of Puerto Rico is relying solely on your residency representations and shall not make any independent determination as to your residency for federal and Puerto Rico tax purposes or any qualification under the Acts or any other tax incentive program, or with respect to any tax benefits that may be available under the Acts or any other federal or Puerto Rico law or regulation.
- While UBS Financial Services Incorporated of Puerto Rico may propose to you certain investments that are deemed to generate Puerto Rico source income for federal and Puerto Rico tax purposes, it is your responsibility to determine together with your tax advisor whether these investments provide you the tax benefits you may be seeking.

Arbitration

This Agreement contains a predispute arbitration clause. By signing an arbitration agreement the parties agree as follows:

This Arbitration Agreement represents standard industry practice and binds you and UBS Financial

- All parties to this Agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.
- Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
- The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
- The arbitrators do not have to explain the reason(s) for their award, unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 20 days prior to the first scheduled hearing date.
- The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
- The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.
- The rules of the arbitration forum in which the claim is filed, and any amendments to them, shall be incorporated into this Agreement.

Services Inc. or UBS Financial Services Incorporated of Puerto Rico to arbitrate any disagreements that may arise between the parties. "The parties", for purposes of this arbitration agreement, are UBS Financial Services Inc. or UBS Financial Services Incorporated of Puerto Rico and you, including on behalf of your heirs, executors, administrators and assigns.

By opening an account at UBS, and by UBS Financial Services Inc. or UBS Financial Services Incorporated of Puerto Rico by accepting your application and carrying your account, you, UBS Financial Services Inc. and UBS Financial Service Incorporated of Puerto Rico agree as follows:

- To resolve any controversy, claim or issue in any controversy that may arise between you and UBS Financial Services or UBS Financial Services Incorporated of Puerto Rico by arbitration, whether it happen before or after, or at the time this Agreement was executed, including but not limited to controversies, claims or issues in any controversy concerning any account, transaction, dispute or the construction, performance or breach of this Agreement or any other agreement.
- Any arbitration under this Agreement shall be governed by the Federal Arbitration Act and shall be conducted before an arbitration panel convened by the Financial Industry Regulatory Authority (FINRA) or any other national securities exchange's arbitration forum, upon which UBS Financial Services Inc. or UBS Financial Services Incorporated of Puerto Rico is legally required to arbitrate the controversy with you, including, where applicable, the Municipal Securities Rulemaking Board.
- Such arbitration shall be governed by the rules of the organization convening the panel.
- The arbitrators shall resolve any controversy in accordance with applicable law.
- The arbitrators will apply state and federal statutes of limitation the same as if the claim were brought as a civil action in court.
- The award of the arbitration panel is not subject to appeal and judgment upon the award may be entered in any court of competent jurisdiction.
- No person shall bring a putative or certified class action to arbitration nor seek to enforce any pre-dispute arbitration Agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until:
 - the class certification is denied; **or**
 - the class is decertified; **or**
 - the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein.
- You expressly agree that service of process in any action shall be sufficient if served by certified mail, return receipt requested, at your last address known to UBS.
- You expressly waive any defense to service of process as set forth above.