



## Account Application and Agreement for Trust and Estate Accounts

Account Type: Brokerage (***except when executed in connection with opening an advisory account***)

Please read the important disclosures on pages 19 and 20 for a summary of the main distinctions between investment advisory and brokerage services and our respective duties and obligations.

### Account Ownership

**Any changes or corrections to the information on this application must be initialed by you.**

Select the type of ownership: ☐ Trust ☐ College Fund 529 (Trust) ☐ Estate

Please read carefully the Joint Agreement section of the attached Master Account Agreement. Joint Ownership of Trust Accounts is subject to UBS Financial Services Inc. approval.

### Trust Information

Complete this section only if a Trust account is being opened. Estate accounts should skip to the Account Owner Information section below.

Trust designation is: ☐ UBS-FinSvcs Designated TTEE  
☐ Self-TTEE/UBS Des. Suc.  
☐ Self-TTEE/Outside Successor

Is there more than one Trustee for this account? ☐ Yes ☐ No

If yes, specify how many Trustees: \_\_\_\_\_ then complete the Trustee/Executor/Administrator section (page 3) for each Trustee. If there are additional Trustees please complete page 4 and submit it with the application.

### Account Owner Information

#### Basic Information

Complete this section using the **Trust** or **Estate** information. **Please do not complete this section for the Trustee, Grantor, Executor, or Administrator.** The Grantor information must be completed on page 2. Trustee and Executor/ Administrator information must be completed on page 3.

If address is a P.O. Box, or there are additional addresses, complete the additional address information on page 9.

Trust/Estate Name: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Trust Setup is: ☐ Will, Irrevocable (Testamentary)  
☐ Agreement, Irrevocable (Intervivos)  
☐ Agreement, Revocable (Intervivos)

*Note: A testamentary trust becomes effective upon the death of the grantor and an intervivos trust is created and effective during the lifetime of the grantor.*

Date Trust Established: \_\_\_\_\_

Jurisdiction of Trust/Estate:

☐ USA ☐ Other: (specify) \_\_\_\_\_

SS#/TIN \_\_\_\_\_

Location of Address:

☐ Home-Legal Residence ☐ Business

☐ Other (specify): \_\_\_\_\_

Address Line 1 \_\_\_\_\_

Address Line 2 \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Residence phone (optional) \_\_\_\_\_

Fax (optional) \_\_\_\_\_

Mobile (optional) \_\_\_\_\_

Tax Bracket: (optional) \_\_\_\_\_

### Financial Information

This section refers to the Trust or Estate.

Annual Income: \$ \_\_\_\_\_

Liquid Assets: \$ \_\_\_\_\_

Net Worth: \$ \_\_\_\_\_

Other financial firms where accounts are held (optional) \_\_\_\_\_

Does the trust/estate own at least 10% of the shares of any publicly traded company?

☐ No ☐ Yes – If yes, please specify company and %:

\_\_\_\_\_ %



CONTINUE →

**UBS Financial Services Inc.**

Account Number \_\_\_\_\_

SS#/TIN \_\_\_\_\_

**Grantor/Settlor Information** *(Trusts only)***Basic/Personal/Financial Information**

Complete this section only  
for a grantor of a trust  
account.

Name: \_\_\_\_\_

Location of Address:

☐ Home-Legal Residence☐ Business-Primary

If address is a P.O. Box, or  
there are additional  
addresses, complete the  
Additional Address informa-  
tion on page 10.

Country of Citizenship (individuals) /  
Place of Formation (trusts and estates):☐ USA ☐ Other: (specify): \_\_\_\_\_

Date of Birth (individuals only): \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Do you derive a substantial amount of your income/  
wealth (over 50%) from a country outside of the United  
States? ☐ No ☐ Yes If yes specify:

Country(ies) \_\_\_\_\_

**Employment  
Information**

Status (select one):

☐ Employed☐ Self-Employed☐ Student☐ Retired☐ Self-Supported☐ Volunteer☐ Unemployed\*☐ Work in the Home

Occupation, Industry,  
Employer Name and  
Address are only required  
if your employment status  
is "employed" or "self-  
employed."

Occupation \_\_\_\_\_

Industry (i.e., Construction, Service, etc.) \_\_\_\_\_

Employer Name \_\_\_\_\_

Employer's Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Business Phone (optional) \_\_\_\_\_

Business Fax (optional) \_\_\_\_\_

*\*Please select Unemployed if the grantor is deceased.*

CONTINUE

Account Number \_\_\_\_\_

SS#/TIN \_\_\_\_\_

**Trustee/Executor/Administrator**
**Basic Information**

The information below is for a:

☐ Trustee

☐ Executor/Administrator

Complete this section for the **Trustee** of a trust account, or an **Executor** or **Administrator** of an estate account. Additional names can be added on page 4.

If address is a P.O. Box, or there are additional addresses, complete the Additional Address information on page 10.

Corporate Trustee Name (if applicable) \_\_\_\_\_

Individual First Name \_\_\_\_\_

Middle Name \_\_\_\_\_

Last Name \_\_\_\_\_

Country of Citizenship:

☐ USA ☐ Other: (specify) \_\_\_\_\_

SS#/TIN: \_\_\_\_\_

Passport/CEDULA and Green Card Number  
(If non-U.S. and no Social Security Number specified) \_\_\_\_\_

Tax Bracket (optional) \_\_\_\_\_

Location of Address:

☐ Home-Legal Residence ☐ Business

☐ Other: (specify) \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Home phone \_\_\_\_\_

Fax (optional) \_\_\_\_\_

Mobile (optional) \_\_\_\_\_

E-mail (optional) \_\_\_\_\_

**Financial Information**

If you share assets with another person, please provide financial information (e.g. annual income, liquid assets, net worth) per individual. For example, a total net worth of \$50,000 should be split as you deem appropriate.

Annual Income: \$ \_\_\_\_\_  
(optional)

Liquid Assets: \$ \_\_\_\_\_  
(optional)

Net Worth: \$ \_\_\_\_\_  
(exclusive of residence) optional

Investment Experience (in years):

\_\_\_\_\_ Equities \_\_\_\_\_ Bonds \_\_\_\_\_ Futures

\_\_\_\_\_ Options-Buy \_\_\_\_\_ Options-Sell

Other financial firms where accounts are held (optional) \_\_\_\_\_

Are you or any of your relatives who share the same home, acting as an individual, a fiduciary, or corporate officer, a control person of any publicly traded corporation (i.e., policy-making officers, directors or 10% shareholders)? ☐ No ☐ Yes, specify:

Firm \_\_\_\_\_

Percentage \_\_\_\_\_

**Personal Information**

If you answer "yes" to the NYSE Rule 407 question, a letter of authorization from the firm specified must be obtained before the account can be opened.

Date of Birth: \_\_\_\_\_

Gender: ☐ Male ☐ Female

Marital Status:

☐ Single ☐ Married ☐ Divorced ☐ Widowed

Number of dependents (optional): \_\_\_\_\_

Dependent Name \_\_\_\_\_ Social Security # \_\_\_\_\_ Date of Birth (optional) \_\_\_\_\_

1.

2.

3.

Emergency Contact Name and Phone Number (optional) \_\_\_\_\_

Are you, your spouse, any beneficial owners, or any trustees/executors affiliated with any securities firm, broker/dealer subsidiary of a financial institution, securities or commodities exchange, self-regulatory organization or the UBS auditor (currently Ernst & Young)? (NYSE Rule 407)

☐ No ☐ Yes, specify: \_\_\_\_\_

Firm \_\_\_\_\_

Are you an employee or related to an employee of UBS AG, its subsidiaries or affiliates (e.g., UBS Financial Services, UBS Securities LLC)?

☐ No ☐ Yes, specify: \_\_\_\_\_

Affiliate/Subsidiary \_\_\_\_\_

Employee Name/SS# \_\_\_\_\_

**Employment Information**

Status (select one):

☐ Employed

☐ Self-Employed

☐ Student

☐ Retired

☐ Self-Supported

☐ Volunteer

☐ Unemployed

☐ Work in the Home

Occupation, Employer Name and Address are only required if your employment status is "employed" or "self-employed."

Occupation \_\_\_\_\_

Industry (i.e., Construction, Service, etc.) (optional) \_\_\_\_\_

Employer Name \_\_\_\_\_

Employer's Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Business Phone (optional) \_\_\_\_\_

Business Fax (optional) \_\_\_\_\_

**CONTINUE** ➔

Account Number \_\_\_\_\_

SS#/TIN \_\_\_\_\_

**Additional Trustee/Executor/Administrator**
**Basic Information**

Complete this section for an additional **Trustee** of a trust account, or an **Executor** or **Administrator** of an estate account. To include additional trustees or executors please photocopy this page and submit it with the application.

If address is a P.O. Box, or there are additional addresses, complete the Additional Address information on page 10.

The information below is for a:

☐ Trustee

☐ Executor/Administrator

Corporate Trustee Name (if applicable) \_\_\_\_\_

Individual First Name \_\_\_\_\_

Middle Name \_\_\_\_\_

Last Name \_\_\_\_\_

Country of Citizenship:

☐ USA

☐ Other: (specify) \_\_\_\_\_

SS#/TIN: \_\_\_\_\_

Passport/CEDULA and Green Card Number

(If non-U.S. and no Social Security Number specified) \_\_\_\_\_

Tax Bracket (optional) \_\_\_\_\_

Location of Address:

☐ Home-Legal Residence ☐ Business

☐ Other: (specify) \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Zip \_\_\_\_\_

Home phone \_\_\_\_\_

Fax (optional) \_\_\_\_\_

Mobile (optional) \_\_\_\_\_

E-mail (optional) \_\_\_\_\_

**Financial Information**

If you share assets with another person, please provide financial information (e.g. annual income, liquid assets, net worth) per individual. For example, a total net worth of \$50,000 should be split as you deem appropriate.

Annual Income: \$ \_\_\_\_\_  
(optional)

Liquid Assets: \$ \_\_\_\_\_  
(optional)

Net Worth: \$ \_\_\_\_\_  
(exclusive of residence) optional

Investment Experience (in years):

\_\_\_\_\_ Equities \_\_\_\_\_ Bonds \_\_\_\_\_ Futures

\_\_\_\_\_ Options-Buy \_\_\_\_\_ Options-Sell

Other financial firms where accounts are held (optional) \_\_\_\_\_

Are you or any of your relatives who share the same home, acting as an individual, a fiduciary, or corporate officer, a control person of any publicly traded corporation (i.e., policy-making officers, directors or 10% shareholders)? ☐ No ☐ Yes, specify:

Firm \_\_\_\_\_

Percentage \_\_\_\_\_

**Personal Information**

If you answer "yes" to the NYSE Rule 407 question, a letter of authorization from the firm specified must be obtained before the account can be opened.

Date of Birth: \_\_\_\_\_

Gender: ☐ Male ☐ Female

Marital Status:

☐ Single ☐ Married ☐ Divorced ☐ Widowed

Number of dependents (optional): \_\_\_\_\_

Dependent Name Social Security # Date of Birth  
(optional)

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

Emergency Contact Name and Phone Number (optional) \_\_\_\_\_

Are you, your spouse, any beneficial owners, or any trustees/executors affiliated with any securities firm, broker/dealer subsidiary of a financial institution, securities or commodities exchange, self-regulatory organization or the UBS auditor (currently Ernst & Young)? (NYSE Rule 407)

☐ No ☐ Yes, specify: \_\_\_\_\_

Firm \_\_\_\_\_

Are you an employee or related to an employee of UBS AG, its subsidiaries or affiliates (e.g., UBS Financial Services, UBS Securities LLC)?

☐ No ☐ Yes, specify: \_\_\_\_\_

Affiliate/Subsidiary \_\_\_\_\_

Employee Name/SS# \_\_\_\_\_

**Employment Information**

Occupation, Employer Name and Address are only required if your employment status is "employed" or "self-employed."

Status (select one):

☐ Employed

☐ Self-Employed

☐ Student

☐ Retired

☐ Self-Supported

☐ Volunteer

☐ Unemployed

☐ Work in the Home

Occupation \_\_\_\_\_

Industry (i.e., Construction, Service, etc.) (optional) \_\_\_\_\_

Employer Name \_\_\_\_\_

Employer's Street Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Zip \_\_\_\_\_

Business Phone (optional) \_\_\_\_\_

Business Fax (optional) \_\_\_\_\_

**CONTINUE** ➔

## Account Information

### Account Investment Objectives

**Aggressive/Speculative:**

Seeks the potential for significant appreciation; willing to accept a high degree of loss of principal.

**Moderate:** Seeks potential returns with a lower risk of loss of principal.

**Conservative:** Seeks securities that are most likely to preserve principal with low risk.

**Return Objective:** (select one)

- ☐ Capital Appreciation: Investments seeking growth of principal rather than the generation of income.  
☐ Current Income and Capital Appreciation: Investments seeking both the generation of income and the growth of principal.  
☐ Current Income: Investments seeking the generation of income.

**Primary Risk Profile:** (select one)

- ☐ Aggressive/Speculative ☐ Moderate ☐ Conservative

**Secondary Risk Profile:** (Optional, this may be applicable if you intend to engage in options trading)

- ☐ Aggressive/Speculative ☐ Moderate ☐ Conservative

### Senior Political Affiliation

Are you, any authorized signatories, beneficial owners, trustees, power of attorneys or other individuals with authority to effect transactions, or any of their immediate family members or close associates a:

I) Current U.S. political official (as defined in section B below)? ☐ No ☐ Yes; complete:

A) Political Official's Name: \_\_\_\_\_

B) Current Position: ☐ President ☐ Vice President ☐ US Cabinet Member  
☐ Speaker of the House of Representatives ☐ Supreme Court Justice  
☐ Chairman of the Joint Chiefs of Staff ☐ Ambassador

C) Relationship to Client(s): ☐ Self ☐ Immediate family member ☐ Close associate  
☐ Associated with business or trust

II) Current or former Senior non-U.S. political official, non-U.S. Religious Group/Organization, or Senior/Influential representative of a non-U.S. Religious Group/Organization? ☐ No ☐ Yes; complete:

Political Official's Name: \_\_\_\_\_

Current or Former Position: \_\_\_\_\_

Relationship to Client(s): ☐ Self ☐ Immediate family member ☐ Close associate  
☐ Associated with business or trust

### Source of Funds

If funds are from investments transferred from another firm, please indicate the source of funds to purchase the initial investments.

**A. Please indicate who is funding the account if this is a trust. If this is an estate, skip to section B below.**

☐ Individual ☐ Organization Individual/Organization Name: \_\_\_\_\_

**B. Please indicate the source of funds in the account:** (Check all that apply.)

☐ Income from current/previous employment or business.  
If you are not currently employed, provide the following information from your last employment.

Occupation	Employer Name	City	State
<input type="checkbox"/> Inheritance – from whom: _____		<input type="checkbox"/> Gifts – from whom: _____	
<input type="checkbox"/> Sale of Real Estate – location: _____		<input type="checkbox"/> Legal Settlement	
<input type="checkbox"/> Sale of Business – name: _____		<input type="checkbox"/> Other – specify: _____	

## Sweep of Uninvested Cash Balances

Are all beneficiaries of this trust individuals (natural persons) or not-for-profit organizations? ☐ Yes ☐ No

If yes, this account is eligible to participate in the UBS Bank USA Deposit Account Sweep Program. If no, select a sweep option from Section III.

Uninvested cash balances in Resource Management Accounts® (RMA®) of Eligible Participants (as defined in the Master Account Agreement) will be **automatically** deposited into UBS Bank USA Deposit Accounts.

- Eligible Participants have the option to limit the amount of cash deposited into the UBS Bank USA Deposit Accounts by electing to cap their deposits and select a secondary sweep option in Section I. Eligible Participants can also elect to have all uninvested cash balances sweep into a tax-free money market fund in Section II.
- If you are **not** an Eligible Participant or you are part of an Advisory Program, please choose a taxable or tax-free sweep option in Section III.

### I – Cap Election

- ☐ Check here to cap the amount of uninvested cash that will sweep into the UBS Bank USA Deposit Accounts (\$100,000 per account, on a per account basis), and select a secondary sweep option below for amounts in excess of the cap.<sup>1</sup>

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> RMA Money Market Portfolio   | <input type="checkbox"/> New York Municipal Fund | <input type="checkbox"/> New Jersey Municipal Fund |
| <input type="checkbox"/> California Municipal Fund  | <input type="checkbox"/> Tax-Free Fund           | <input type="checkbox"/> U.S. Government Portfolio |
| <input type="checkbox"/> Puerto Rico Short Term Investment Fund, Inc. (For Puerto Rico residents only) <sup>4</sup> |  |  |

### II – Tax-Free Sweep Options<sup>2,3</sup>

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> New York Municipal Fund | <input type="checkbox"/> New Jersey Municipal Fund  | <input type="checkbox"/> California Municipal Fund |
| <input type="checkbox"/> Tax-Free Fund           | <input type="checkbox"/> Puerto Rico Short Term Investment Fund, Inc. (For Puerto Rico residents only) <sup>4</sup> |  |

### III - Non-Eligible Participants and Advisory Programs<sup>2,3</sup>

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> RMA Money Market Portfolio   | <input type="checkbox"/> New York Municipal Fund | <input type="checkbox"/> New Jersey Municipal Fund |
| <input type="checkbox"/> California Municipal Fund  | <input type="checkbox"/> Tax-Free Fund           | <input type="checkbox"/> U.S. Government Portfolio |
| <input type="checkbox"/> Puerto Rico Short Term Investment Fund, Inc. (For Puerto Rico residents only) <sup>4</sup> |  |  |

<sup>1</sup>If you have multiple accounts at UBS Financial Services Inc. held in the same recognized legal capacity that will sweep into the UBS Bank USA Deposit Account Sweep Option, once cash in your accounts exceeds in the aggregate the applicable \$100,000 or \$200,000 threshold, the aggregate funds on deposit with UBS Bank USA will exceed FDIC insurance coverage limits. UBS Financial Services Inc. will not be responsible for any insured or uninsured portion of the Deposit Accounts. (Refer to the UBS Financial Services Deposit Account Sweep Program Disclosure Statement for more details.) <sup>2</sup>Money market funds are sold by prospectus only, are NOT FDIC-INSURED, NOT BANK GUARANTEED, AND MAY LOSE VALUE.

<sup>3</sup>State municipal funds are designed for residents of those states, respectively. <sup>4</sup>Puerto Rico Short Term Investment Fund, Inc. is offered exclusively to Puerto Rico residents as defined in the Fund's prospectus. The Fund is not a money market fund registered under the U.S. Investment Company Act of 1940, does not comply with rules applicable to U.S. registered funds and presents a higher degree of risk than those funds. The Fund is sold by prospectus only, is NOT FDIC-INSURED, NOT BANK GUARANTEED, AND MAY LOSE VALUE.

## General Account Features

### MARGIN<sup>1</sup>

Accounts automatically come with margin unless they are Retirement, UGMA/UTMA, Estate, 529 Plan, or certain other accounts. Most Managed Programs cannot have margin.

☐ Check here if you do **not** want margin. **If this account will have margin, answer the following questions:**

**1** Do you intend to engage in "pattern day trading" as defined by NYSE Rule 431?<sup>2</sup> ☐ Yes ☐ No

**2** Do you have any other margin accounts with UBS Financial Services Inc.? ☐ No ☐ Yes, complete:

Account Number \_\_\_\_\_

Account Number \_\_\_\_\_

Account Number \_\_\_\_\_

Account Number \_\_\_\_\_

### DIRECT DEPOSIT

If you would like to have payroll or other recurring payments automatically deposited into their account, complete the Direct Deposit Application on page 15.

### DUPLICATE PARTIES

If you would like duplicate trade confirmations and statements sent to additional individuals, complete the duplicate party information on page 10.

<sup>1</sup>Margin is not suitable for all clients. Please review UBS Financial Services' Loan Disclosure Statement carefully for information on the risks involved with using margin. <sup>2</sup>Day trading means purchasing and selling or selling and purchasing the same security in the same day in a **margin account**. "Pattern day trading" means executing four or more day trades within five business days if the number of day trades exceeds six percent of the total trades during that period.



## UBS Financial Services Inc.

Account Number \_\_\_\_\_

SS#/TIN \_\_\_\_\_

### Resource Management Account Features

**This is a Resource Management Account® (RMA®) that is subject to the \$150 annual fee.** To add RMA features to this account, please complete the information in this section.

**Living Trust** accounts are eligible to apply for the UBS Visa Signature® credit card. The trustee or grantor must complete the UBS Visa Signature credit card section to apply for that card. Non-Living Trust accounts are not eligible to apply for the credit card. All trust accounts are eligible to receive the UBS American Express® Card.

Wallet checks are free.  
To order a different  
check style, contact your  
Financial Advisor.

#### CHECK WRITING

Select a check style (select one): ☐ Wallet (free) (default) ☐ 3-page desk ☐ 3-page business ☐ Other

**Delivery:** ☐ Standard (default) ☐ Overnight (Fees may apply)

☐ Check here for dual signatures checks and complete the Authorized Agent/Dual Signor Addendum on page 14.

If NAME/ADDRESS TO  
APPEAR ON CHECKS is not  
completed, checks cannot  
be ordered.

#### NAME/ADDRESS TO APPEAR ON CHECKS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
City State Zip

#### ALTERNATE MAILING ADDRESS FOR CARDS & CHECKS

Address Line 1 – P.O. Box not permitted for cards

Line 2

City State Zip

Print the mailing address  
for the initial delivery of  
cards and checks if different  
from the address on this  
account.

#### BILL PAYMENT SERVICE

- ☐ Online access (Web).  
☐ ResourceLine<sup>SM</sup> (Voice). Complete the Bill Payment  
Service Form on page 12.

#### ELECTRONIC FUNDS TRANSFER SERVICE (EFT)

- ☐ Online access (Web).  
☐ ResourceLine<sup>SM</sup> (Voice).  
Complete and sign the EFT Form on page 13.

#### ONLINE SERVICES

- ☐ Check here for online access to account information.

CONTINUE →

**Resource Management Account Features** continued

Indicate the card level for the account:

- ☐ **Select Level** (default) – Includes a UBS American Express Card and, if applicable, UBS Visa Signature credit card.
- ☐ **Premier Level** – Includes a UBS American Express Card and, if applicable, UBS Visa Signature credit card and provides additional rewards and benefits. \$350 additional annual upgrade fee applies. See *Account Information booklet* for further details.

Delivery:

- ☐ Standard (default)
- ☐ Overnight (Fees may apply)

**Mother's Maiden Name:**

**UBS RESOURCE CARD PROGRAM**
**UBS American Express® Card<sup>1</sup> (including UBS Rewards<sup>2</sup>)**

Transactions with the UBS American Express Card are deducted automatically from the RMA account. See Account Information booklet for details.

Indicate the name(s) that should appear on the Card(s):

\_\_\_\_\_

Name 1 (not exceeding 26 characters)

\_\_\_\_\_

Name 2 (not exceeding 26 characters)

**UBS Visa Signature® Credit Card<sup>1</sup>**

To apply for a UBS Visa Signature credit card (including UBS Rewards<sup>2</sup>) fill in this section. Transactions with the UBS Visa Signature credit card are billed separately from the RMA account unless an automatic payment plan is requested. Please see the UBS Visa Signature credit card Terms and Conditions for rate, fee and other cost information.

Indicate the name(s) that should appear on the Card(s):

\_\_\_\_\_

Applicant Name (not exceeding 26 characters)

\_\_\_\_\_

Co-Applicant Name (if applicable) (not exceeding 26 characters)

\$ \_\_\_\_\_, \_\_\_\_\_ .00

Requested Revolving Credit Line

Do you own or rent your home? ☐ Own ☐ Rent

**UBS VISA SIGNATURE® CREDIT CARD ACKNOWLEDGEMENT**

**I certify and acknowledge that:** I am applying to open a UBS VISA Signature credit card issued by Juniper Bank, located in Wilmington, Delaware and I request that a credit card be issued to me.

**A. Account Agreement**—My account will be managed according to the Juniper Bank Cardmember Agreement that will be sent to me with my credit card(s). My account is **not** subject to the UBS Master Account Agreement or Client Agreement.

**B.** The Juniper Bank Cardmember Agreement will be governed by Delaware Law.

**C.** I understand and agree that the terms of my account are subject to change as stated in the Juniper Bank Cardmember Agreement.

**D. Credit Reports**—I agree that Juniper Bank has a right to obtain a credit report in connection with its review of my application and, after Juniper establishes an account, to administer the account.

**E.** I agree that Juniper may report to others its credit experience with me. At my request Juniper will provide the name and address of each consumer-reporting agency from which it obtained a report about me.

**F.** Dispute Resolution—I agree that any dispute between Juniper and I will be resolved by binding Arbitration. For more information regarding Arbitration please consult the Juniper Bank Cardmember Agreement.

**G. Information Sharing**— I request that UBS Financial Services Inc. provide to Juniper Bank the information requested by Juniper Bank to process my application and I further request that UBS Financial Services Inc. use the information which it has provided to Juniper Bank on my behalf to update its own records. I agree that UBS Financial Services Inc. and Juniper Bank may share information including application data, approval status and transaction information. I have the opportunity to select the manner in which Juniper uses and/or shares information for marketing of products and services once my account is open.

**H.** I understand that Juniper Bank will not be provided any information in the Personal Information (other than Date of Birth), Employment Information or Source of Funds sections of this application.

**I.** I am at least 18 years old and a permanent resident of the United States.

**J.** I have reviewed and accept the UBS Visa Signature credit card Terms and Conditions that were provided before I applied for the UBS Visa Signature credit card; and

**K.** I have truthfully and completely provided the information on this application.

☐ **Please check here to confirm your application for the UBS Visa Signature credit card.**

<sup>1</sup>Only account owners can be issued cards in this section. Other individuals must be designated on the Authorized Agent/Dual Signor Addendum on page 14.

<sup>2</sup>Account will be automatically enrolled in the UBS Rewards program at no additional cost. The program allows you to earn points toward merchandise, travel and gift certificates.





Account Number \_\_\_\_\_

SS#/TIN \_\_\_\_\_

**Client Agreement****BY SIGNING BELOW, I UNDERSTAND, ACKNOWLEDGE AND AGREE:**

**A.** that I have reviewed the section entitled Conducting Business with UBS: Guide to Investment Advisory and Broker Dealer Services. I understand the material distinctions between advisory and broker-dealer services and acknowledge that, the Master Account Agreement establishes a brokerage account, and UBS' obligations as it pertains to that account will be that of a "broker-dealer" as described in the disclosure section and in the brokerage agreement;

**B.** that UBS Financial Services does not provide legal or tax advice;

**C. that in accordance with the last paragraph of the Master Account Agreement entitled "Arbitration" I am agreeing in advance to arbitrate any controversies which may arise with, among others, UBS Financial Services in accordance with the terms outlined therein;**

**D. if my account is established with margin, that pursuant to the Master Account Agreement, certain of the securities in my account may be loaned to UBS Financial Services or to others;**

**E.** that an annual service fee will be charged as described in the RMA, Business Services Account BSA, ERISA Plan, Individual Retirement Account, Coverdell Education Savings Account Fees section of the Master Account Agreement;

**F.** that, if I select the RMA Premier Level program, an annual upgrade fee will be charged as described in the Account Information booklet;

**G.** that I understand UBS Financial Services will not supply my name to issuers of any securities held in my account so I will not receive information regarding those securities directly from the issuer, but rather will receive information from UBS Financial Services instead, unless I notify UBS Financial Services in writing otherwise;

**H.** that I have received and read a copy of this Client Agreement and the attached Master Account Agreement (which contains a copy of this Paragraph for my reference) and agree to be bound by the terms and conditions contained therein (which terms and conditions are hereby incorporated by reference) as of this date;

**I.** that, if eligible, I have received and read a copy of the UBS Financial Services Deposit Sweep Program Disclosure Statement;

**J.** that, upon execution of this Account Application and Client Agreement, I will have supplied all of the information requested in the Account Application and declare it as true and accurate and further agree to promptly notify UBS Financial Services in writing of any material changes to any or all of the information contained in the Account Application including, but not limited to, information relating to my financial situation or investment objectives;

**K.** that I have received a copy of, read and understand the "Account

Information" booklet which contains, among other things, UBS Financial Services' Privacy Statement, Statement of Credit Practices describing interest charges, the Bill Payment and Electronic Funds Transfer Services Agreement, Instructions for W-9 Preparation, Selected Fee & Charges and other important information regarding my account and relationship with UBS Financial Services, which booklet and terms and conditions (other than the Privacy Statement) are incorporated herein by reference;

**L.** that, if I have elected the Electronic Funds Transfer Service as contained herein, I authorize (a) UBS Financial Services and its processing institution (the "Processing Bank") to initiate the types of transactions indicated in the Description of the Electronic Funds Transfer Service section of the Account Information booklet, and adjustments for any entries made in error, to or from my account(s) as contained herein, and authorize the depository(ies) named on my bank account(s) or UBS Financial Services to debit and/or credit the same to my bank account(s); (b) the Processing Bank and my bank to comply with any instructions regarding electronic fund transfers between this RMA, my bank account, and/or other accounts with UBS Financial Services provided that such instructions are given to UBS Financial Services with my PIN/Password and (c) UBS Financial Services, the Processing Bank and my bank to make changes and/or cancellations requested by me.

**M.** If I have applied for the UBS Visa Signature credit card I agree to be bound by the terms and conditions stated in the UBS Visa Signature Credit Card Acknowledgement on page 8 of this Account Application.

**W-9 FORM CERTIFICATION**

Under penalties of perjury, I certify that: (1) the number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and (2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and (3) I am a U.S. person (including a U.S. resident alien).

**Certification Instruction:** You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest or dividends on your tax return.

**Sign Here**

Signature _____	Print Name _____	Date _____
Additional Trustee/Party Signature _____	Print Name _____	Date _____
Additional Trustee/Party Signature _____	Print Name _____	Date _____
Additional Trustee/Party Signature _____	Print Name _____	Date _____

**UBS Financial Services Inc. Branch Use Only**

Financial Advisor Temporary Approval _____	Date _____	Financial Advisor Final Approval _____	Date _____
--	------------	--	------------

☐ Check here to certify that the client has been informed of all possible sweep options.

Is the FA registered in both the client's state of residence and mailing address? ☐ Yes ☐ No

What was the initial transaction for this account? ☐ Buy ☐ Sell ☐ Deposit ☐ Transfer of Accounts

Initial Trade Information: Security Name: \_\_\_\_\_ Security Symbol: \_\_\_\_\_ Value:\$ \_\_\_\_\_ or Shares: \_\_\_\_\_

How was the account obtained? ☐ Walk-In/Call-In /Mail-In ☐ Seminar-CEFS/Adv Svcs ☐ Referral: \_\_\_\_\_

Interest/Dividends: ☐ Monthly ☐ Weekly ☐ Hold in Account

Account Settles: ☐ Assets in Account ☐ Equity DVP ☐ Government DVP ☐ Transfer/Ship

Sweep Fund: \_\_\_\_\_ Bank Code: \_\_\_\_\_ Plan Code: \_\_\_\_\_ Assoc Code: \_\_\_\_\_ Managed Account Code: \_\_\_\_\_ Family of Account Code: \_\_\_\_\_

Client(s) confirmed they do **not** want the following RMA feature(s): ☐ Check Writing ☐ EFT ☐ Billpay ☐ American Express ☐ UBS Visa Signature

**Notes** (optional) \_\_\_\_\_



Account Number \_\_\_\_\_

SS#/TIN \_\_\_\_\_

## Account Information Addendum

### Complete for each duplicate party

Check all that apply:

- ☐ Trade Confirmation Recipient  
☐ Statement Recipient

Internal Location Code (UBS Financial Services Use Only): \_\_\_\_\_

Name of Duplicate Party \_\_\_\_\_

Address Line 1 \_\_\_\_\_

Address Line 2 \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Citizenship:

- ☐ USA ☐ Other: (specify) \_\_\_\_\_

Check all that apply:

- ☐ Trade Confirmation Recipient  
☐ Statement Recipient

Internal Location Code (UBS Financial Services Use Only): \_\_\_\_\_

Name of Duplicate Party \_\_\_\_\_

Address Line 1 \_\_\_\_\_

Address Line 2 \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Citizenship:

- ☐ USA ☐ Other: (specify) \_\_\_\_\_

### Complete for each additional address

Client Name \_\_\_\_\_

Address Line 1 \_\_\_\_\_

Address Line 2 \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Location of Address:

- Home: ☐ Legal Residence ☐ Secondary  
Business: ☐ Primary ☐ Secondary  
☐ Other: (specify) \_\_\_\_\_

Client Name \_\_\_\_\_

Address Line 1 \_\_\_\_\_

Address Line 2 \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Location of Address:

- Home: ☐ Legal Residence ☐ Secondary  
Business: ☐ Primary ☐ Secondary  
☐ Other: (specify) \_\_\_\_\_

**UBS Financial Services Inc.**

Account Number \_\_\_\_\_

SS#/TIN \_\_\_\_\_

**DTCC/COD Instructions**

If your account is set up to deliver securities and cash to a third party (i.e. deliver versus payment), please provide either DTCC or Fed Wire instructions.

DTCC Clearing Number: \_\_\_\_\_

Name of Delivering Institution: \_\_\_\_\_

Internal Account Number: \_\_\_\_\_

Additional Information: \_\_\_\_\_

Del/Rec  
**NY****Government Delivery Instructions**

ABA Number: \_\_\_\_\_

Bank Name: \_\_\_\_\_

Department: \_\_\_\_\_

Third Party: \_\_\_\_\_

Internal Account Number: \_\_\_\_\_

Other Instructions: \_\_\_\_\_

Physical Delivery: \_\_\_\_\_

**ID Confirm Instructions**

Institutional ID Number: \_\_\_\_\_

Agent Bank/ID: \_\_\_\_\_

Instructions Matrix: \_\_\_\_\_

AID CID: \_\_\_\_\_

Internal Account Number of Receiving Bank: \_\_\_\_\_

Internal Account Number of Institution: \_\_\_\_\_

Interested Party ID Number: \_\_\_\_\_

Interested Party Internal Account Number: \_\_\_\_\_

Interested Party ID Number: \_\_\_\_\_

Interested Party Internal Account Number: \_\_\_\_\_

Receive Physical Master Confirm:

☐ Yes ☐ No

SID Indicator:

☐ Yes (on SID) ☐ No (Not on SID)

GHMRW35: \_\_\_\_\_

Special Instructions: \_\_\_\_\_



Account Number \_\_\_\_\_

SS#/TIN \_\_\_\_\_

## Bill Payment Service

FA

The Bill Payment Service allows you to pay your bills and/or make payments to a third party vendor without writing and mailing a check. If paying bills via ResourceLine<sup>SM</sup>, complete the information.

**Online Services clients can set up Vendor/Payee information online.**

\*Please note that RMA<sup>®</sup> offers an easy-to-use expense-coding system. Using pre-assigned letters (except H, I, J, O, Q and X), you may establish your own expenditure categories and track them either on your UBS Financial Services Inc. check register or online. When writing checks and submitting bill payments, be sure to indicate your expense code. For your convenience, all checking and bill payment expense codes are totaled on your monthly premier statement.

**VENDOR/PAYEE 1**

Name of Vendor/Payee \_\_\_\_\_

Vendor/Payee Account Number \_\_\_\_\_

Vendor/Payee Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Vendor/Payee Telephone Number \_\_\_\_\_

\*Expense Code  
(Optional) \_\_\_\_\_**Recurring Payments:**

Recurring Amount (\$100,000 maximum) \_\_\_\_\_

Frequency: (select one)

☐ Weekly ☐ Bi-weekly ☐ Monthly  
☐ Quarterly ☐ Semi-annually ☐ Annually

Start Date (May not be greater than 1 year from the current date) \_\_\_\_\_

End Date (May not be greater than 30 years from the start date) \_\_\_\_\_

Final Payment Amount (specify if different from recurring amount) \_\_\_\_\_

**VENDOR/PAYEE 2**

Name of Vendor/Payee \_\_\_\_\_

Vendor/Payee Account Number \_\_\_\_\_

Vendor/Payee Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Vendor/Payee Telephone Number \_\_\_\_\_

\*Expense Code  
(Optional) \_\_\_\_\_**Recurring Payments:**

Recurring Amount (\$100,000 maximum) \_\_\_\_\_

Frequency: (select one)

☐ Weekly ☐ Bi-weekly ☐ Monthly  
☐ Quarterly ☐ Semi-annually ☐ Annually

Start Date (May not be greater than 1 year from the current date) \_\_\_\_\_

End Date (May not be greater than 30 years from the start date) \_\_\_\_\_

Final Payment Amount (specify if different from recurring amount) \_\_\_\_\_

**VENDOR/PAYEE 3**

Name of Vendor/Payee \_\_\_\_\_

Vendor/Payee Account Number \_\_\_\_\_

Vendor/Payee Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Vendor/Payee Telephone Number \_\_\_\_\_

\*Expense Code  
(Optional) \_\_\_\_\_**Recurring Payments:**

Recurring Amount (\$100,000 maximum) \_\_\_\_\_

Frequency: (select one)

☐ Weekly ☐ Bi-weekly ☐ Monthly  
☐ Quarterly ☐ Semi-annually ☐ Annually

Start Date (May not be greater than 1 year from the current date) \_\_\_\_\_

End Date (May not be greater than 30 years from the start date) \_\_\_\_\_

Final Payment Amount (specify if different from recurring amount) \_\_\_\_\_

**VENDOR/PAYEE 4**

Name of Vendor/Payee \_\_\_\_\_

Vendor/Payee Account Number \_\_\_\_\_

Vendor/Payee Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Vendor/Payee Telephone Number \_\_\_\_\_

\*Expense Code  
(Optional) \_\_\_\_\_**Recurring Payments:**

Recurring Amount (\$100,000 maximum) \_\_\_\_\_

Frequency: (select one)

☐ Weekly ☐ Bi-weekly ☐ Monthly  
☐ Quarterly ☐ Semi-annually ☐ Annually

Start Date (May not be greater than 1 year from the current date) \_\_\_\_\_

End Date (May not be greater than 30 years from the start date) \_\_\_\_\_

Final Payment Amount (specify if different from recurring amount) \_\_\_\_\_

Please attach a separate sheet to add more Vendors/Payees.





Account Number \_\_\_\_\_

SS#/TIN \_\_\_\_\_

FT

## Electronic Funds Transfer Service

### Non-UBS Financial Services Inc. Accounts

Complete the information below for your accounts other than UBS Financial Services Inc. accounts. Please Note: Electronic Funds Transfer withdrawals can only be made from a Resource Management Account® (RMA®).

The ABA routing number usually appears on the bottom of printed checks or deposit tickets. Please attach a voided check (for checking accounts) or a deposit slip (for savings accounts). If neither is available a client statement or letter on bank stationery confirming account title, account number, and ABA routing number is sufficient.

To transfer funds into a UBS Financial Services Inc. account from a UBS Financial Services Inc. or external account that is titled differently, a signed Letter of Authorization from all account holders is required.

If the authorized external account is a money market account, select the "Checking" account type.

#### AUTHORIZED EXTERNAL ACCOUNT 1

Name of Financial Institution \_\_\_\_\_

ABA Routing Number \_\_\_\_\_ Account Number \_\_\_\_\_

Account Title/Name \_\_\_\_\_

Account Type: ☐ Savings ☐ Checking

Financial Institution Telephone Number \_\_\_\_\_

Permission: (select all that apply)

☐ Deposit to ☐ Withdrawal from

#### Recurring Transfers:

Recurring Amount (\$100,000 maximum)

Permission: (select one) ☐ Deposit to ☐ Withdrawal from

Frequency: (select one)

☐ Weekly ☐ Bi-weekly ☐ Monthly  
☐ Quarterly ☐ Semi-annually ☐ Annually

Start Date (May not be greater than 1 year from the current date) \_\_\_\_\_

End Date (May not be greater than 30 years from the start date) \_\_\_\_\_

#### AUTHORIZED EXTERNAL ACCOUNT 2

Name of Financial Institution \_\_\_\_\_

ABA Routing Number \_\_\_\_\_ Account Number \_\_\_\_\_

Account Title/Name \_\_\_\_\_

Account Type: ☐ Savings ☐ Checking

Financial Institution Telephone Number \_\_\_\_\_

Permission: (select all that apply)

☐ Deposit to ☐ Withdrawal from

#### Recurring Transfers:

Recurring Amount (\$100,000 maximum)

Permission: (select one) ☐ Deposit to ☐ Withdrawal from

Frequency: (select one)

☐ Weekly ☐ Bi-weekly ☐ Monthly  
☐ Quarterly ☐ Semi-annually ☐ Annually

Start Date (May not be greater than 1 year from the current date) \_\_\_\_\_

End Date (May not be greater than 30 years from the start date) \_\_\_\_\_

### UBS Financial Services Inc. Accounts

Complete the information below for your other UBS Financial Services Inc. accounts. Please Note: Electronic Funds Transfer withdrawals can only be made from a Resource Management Account® (RMA®).

#### DESIGNATED INTERNAL ACCOUNT 1

UBS Financial Services Inc. Account Number \_\_\_\_\_

Account Title/Name \_\_\_\_\_

Permission: (select all that apply)

☐ Deposit to ☐ Withdrawal from

#### Recurring Transfers:

Recurring Amount (Maximum is your withdrawal limit)

Permission (select one) ☐ Deposit To ☐ Withdraw From

Frequency: (select one)

☐ Weekly ☐ Bi-weekly ☐ Monthly  
☐ Quarterly ☐ Semi-annually ☐ Annually

Start Date (May not be greater than 1 year from the current date) \_\_\_\_\_

End Date (May not be greater than 30 years from the start date) \_\_\_\_\_

#### DESIGNATED INTERNAL ACCOUNT 2

UBS Financial Services Inc. Account Number \_\_\_\_\_

Account Title/Name \_\_\_\_\_

Permission: (select all that apply)

☐ Deposit to ☐ Withdrawal from

#### Recurring Transfers:

Recurring Amount (Maximum is your withdrawal limit)

Permission (select one) ☐ Deposit To ☐ Withdraw From

Frequency: (select one)

☐ Weekly ☐ Bi-weekly ☐ Monthly  
☐ Quarterly ☐ Semi-annually ☐ Annually

Start Date (May not be greater than 1 year from the current date) \_\_\_\_\_

End Date (May not be greater than 30 years from the start date) \_\_\_\_\_

By signing below, I UNDERSTAND, ACKNOWLEDGE AND AGREE that (1) I have reviewed all of the information contained in this addendum and I declare it as true and accurate and (2) UBS Financial Services Inc. is authorized to execute the EFT transactions requested by this document.

**Sign Here** →

Account Holder Signature \_\_\_\_\_

Date \_\_\_\_\_

Account Holder Signature \_\_\_\_\_

Date \_\_\_\_\_



## Authorized Agent/Dual Signor Addendum



To add an additional card or check user on the Resource Management Account® (RMA®) or Business Services Account BSA®, complete the Authorized Agent for RMA/Business Services Account BSA Cards and Check Writing and the Account Holder Certification sections. To remove an authorized agent, complete the Authorized Agent Removal and the Account Holder Certification sections. If the dual-signature option is selected on the Account Application, complete the Dual Signors for RMA/Business Services Account BSA Check Writing and the Account Holder Certification sections. **The Account Holder must sign this form at the bottom in the Account Holder Certification section.**

### Authorized Agent for RMA/Business Services Account BSA Cards and Check Writing

Each additional card and/or check user (who is not a minor) named below is appointed an agent to me, unaffected by my subsequent disability or incompetence, to effect card and/or checking transactions in my designated UBS Financial Services Inc. account. As indicated below, the additional card and/or check user is authorized to act on my behalf to effect transactions using my UBS American Express Card and/or UBS Visa Signature credit card, and/or write checks for the payment or withdrawal of funds drawn on the designated UBS Financial Services Inc. account or payable to me and bearing the signature or signatures now or hereafter authorized by me without limit as to amount, without inquiry and without regard to its application. UBS Financial Services Inc. will send all confirmations, notices, demands, statements and other communications regarding checking activity in the designated UBS Financial Services Inc. account to me. UBS Financial Services Inc. owes no obligations to additional card and/or check users and may, but is not required to, act on instructions or respond to communications from such additional users.

Agent Name

Home Address

SS#:

City

State

Zip

Passport/CEDULA and Green Card Number  
(If non-U.S. and no Social Security Number specified)

Mailing Address (if different than home address)

Date of Birth:

City

State

Zip

Home Phone:

Authorized Agent For: ☐ UBS American Express Card

☐ UBS Visa Signature credit card ☐ Check Writing

Additional fees may apply. Please see Account Information booklet for details.

**Sign Here** only if adding  
an authorized agent

Country of Citizenship (if other than USA)

Agent Signature

Date

### Authorized Agent Removal for RMA/Business Services Account BSA Cards and Check Writing

If you are removing an authorized agent, please print the name of the agent you are removing below.

**Specify Name** only if  
removing an agent

Agent Name

Agent Name

### Dual Signors for RMA/Business Services Account BSA Check Writing

Dual-Signature checks require two signatures at all times. If you are designating more than two signors and you would like one of the signors to be required, at all times, please check "Required" next to the signor's name. Only one individual can be a required signor. If you do not designate a required signor, please specify all signors as optional. If the individual designated below is not a UBS Financial Services Inc. client (i.e. account holder, authorized agent, power of attorney, etc.) also complete the Authorized Agent for RMA/Business Services Account BSA Cards and Check Writing section above.

☐ Check here if you do **NOT** want UBS Financial Services Inc. to order new dual signature checks. If checked, you will be responsible for obtaining checks with dual signatures. UBS Financial Services Inc. will not accept single signature checks.

Dual Signor 1 Name

Dual Signor 2 Name

Specify the type of signor: ☐ Required ☐ Optional

Specify the type of signor: ☐ Required ☐ Optional

**Sign Here** only if adding  
a Dual Signor

Dual Signor's Signature

Date

Dual Signor's Signature

Date

**Note:** You must complete and sign a new addendum to add, remove or update dual signors. UBS Financial Services Inc. will rely on the most recently dated addendum to supercede and replace any other previous dual signor addendum on file.

### Account Holder Certification

By signing below, I UNDERSTAND, ACKNOWLEDGE AND AGREE that (1) I have reviewed all of the information contained in this addendum and I declare it as true and accurate and (2) UBS Financial Services Inc. is authorized to rely upon the authority conferred by this document until UBS Financial Services Inc. receives an updated copy of this form revoking or modifying this addendum.

**Sign Here** →

Account Holder Signature

Date

Account Holder Signature

Date

Account Holder Signature

Date

**Note: If there are additional authorized agents or  
dual signors please print another copy of this form.**





## Direct Deposit Application

Direct Deposit allows you to have all or part of your payroll, government, social security, or other recurring payment automatically deposited into your account.

In order to sign up for Direct Deposit, you must have either an RMA® checking account number or a UBS Financial Services Inc. account number. If you do not have a UBS Financial Services Inc. account number, one will be provided when your account is opened. **Please keep this form until you receive your account number or checks.**

To arrange to have your Social Security checks directly deposited into your account, call the Social Security Administration at 800-772-1213. For other government payments, contact the issuing government agency directly. For all other organizations or financial institutions, complete the information below.

**Please forward this completed form to the organization or financial institution sending the direct deposit.**

### Client Information

\_\_\_\_\_  
Name

\_\_\_\_\_  
Street

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

### Account Information

Please complete either section A or B below based on the type of account that will be receiving the direct deposit.

A.) If your account has the RMA checking feature, you must enter your checking account number in the boxes below. This is a 10-digit number that begins with 8 and appears after the bank transit routing number 044000804 on the bottom of your RMA checks.

8									
---	--	--	--	--	--	--	--	--	--

B.) If your account does not have the RMA checking feature or if you do not have an RMA account, you must enter in your alphanumeric UBS Financial Services Inc. account number in the boxes below.

9	0	8	3						
---	---	---	---	--	--	--	--	--	--

**The information below will be utilized by the organization or financial institution issuing the deposit.**

**JPMorgan Chase**

Bank Name

**044000804**

Bank Transit (or Routing) Number:

**CHECKING**

Type of Account

**800 BROOKSEDGE BLVD., DEPT. OH1-0465**

Bank Street Address

**COLUMBUS**

City

**OH**

State

**43271-0465**

Zip

### Amount of Payment

A.) For payroll or government payments, I authorize you to deposit \_\_\_\_\_ % of each payment automatically into the UBS Financial Services Inc. account named above. Please Note: This must be done by electronic funds transfer.

B.) For deposits from my account at another financial institution, I authorize you to deposit \$ \_\_\_\_\_ automatically into the UBS Financial Services Inc. account named above. Please Note: This must be done by electronic funds transfer.

Please indicate the frequency of deposit:

☐ Weekly ☐ Bi-weekly ☐ Monthly ☐ Quarterly ☐ Other: \_\_\_\_\_

**Sign Here** →

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Do not send this Direct Deposit Application to UBS Financial Services Inc.**



Account Number \_\_\_\_\_

SS#/TIN \_\_\_\_\_

# Account Transfer

TF

## About Your UBS Financial Services Inc. Account

Account Title \_\_\_\_\_

**For Retirement Accounts Only**—Account is to be transferred into a:

- ☐ Traditional IRA    ☐ Traditional IRA Rollover    ☐ SEP IRA    ☐ Roth IRA    ☐ QP  
☐ SIMPLE IRA    ☐ CODA SEP-IRA    ☐ Coverdell Education Savings Account

The account is transferring from a qualified retirement plan by means of a direct rollover into a\*:

- ☐ Traditional IRA    ☐ SEP IRA    ☐ Rollover IRA    ☐ CODA SEP IRA

\*Pursuant to IRS Regulations, qualified retirement plan assets cannot be rolled over to a SIMPLE IRA or Roth IRA.

## About the Account You Are Transferring

Please refer to your statement for the following information and attach a complete copy of your most recent statement for this account.

Please complete a separate form for each account you transfer (photocopies are acceptable).

Name(s) and Title of Account on your statement \_\_\_\_\_

Name of Firm/Fund Company \_\_\_\_\_

Your Account Number \_\_\_\_\_

Street Address of Firm/Fund Company \_\_\_\_\_

SS#/TIN: \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Zip \_\_\_\_\_

## Type of Transfer You Are Making

 Please answer the following questions**Do you wish to transfer your entire account?** ☐ Yes ☐ No

If you answered "yes," skip to the next question. If you answered "no," and the transfer is not coming directly from an insurance or mutual fund company, please provide the following information for the assets you intend to transfer.

Indicate the number of shares of each asset you wish to transfer or write "all."

Description of Asset	Quantity	Description of Asset	Quantity
1.		4.	
2.		5.	
3.		6.	

**Are you transferring directly from an insurance or mutual fund company?** ☐ Yes ☐ No

If you answered "no," skip to the next question. If you answered "yes," please provide the following information for each annuity or mutual fund you intend to transfer. (Some assets are not transferable. If the asset is not transferable, UBS Financial Services Inc. can be named broker-dealer and/or custodian at the company, or the assets can be sold. Requests to sell positions are dependent upon the delivering firm receiving and processing the request and may take several weeks to complete. Liquidations can also be processed by calling the delivering firm.)

Name of Fund/Annuity	Account Number	Quantity (indicate # of shares or "All")
1.		
2.		
3.		
4.		

**UBS Financial Services Inc. Branch Use Only****0221**

UBS Financial Services Inc. DTCC Clearing Number \_\_\_\_\_

Broker Clearing Number \_\_\_\_\_

Custodian or Trustee of Account (if applicable) \_\_\_\_\_

CONTINUE →



**Type of Transfer You Are Making** continued

Initiate the transfer of a maturing Certificate of Deposit (CD) no more than two weeks prior to the maturity date. Otherwise, you may incur early withdrawal penalties.

**Are you transferring directly from a Bank, Savings and Loan or Credit Union?** ☐ Yes ☐ No

If you answered "no," skip to the next question. If you answered "yes," please complete the following section.

I am only transferring cash. Please transfer: ☐ All cash in account ☐ Only \$ \_\_\_\_\_

I have a CD that I want to transfer. Please:

☐ Liquidate it IMMEDIATELY. I am aware of and acknowledge the penalty I will incur from any early withdrawal.

☐ Liquidate it AT MATURITY. Maturity date \_\_\_\_\_ (Please submit 2 weeks before maturity date)

**Do you wish to liquidate any assets as part of this transfer?** ☐ Yes ☐ No

If you wish to liquidate any assets prior to this transfer, please supply the branch operations manager at your previous firm with verbal instructions and advise your Financial Advisor at UBS Financial Services of this liquidation request.

**Client Instruction**

Please transfer the assets specified to UBS Financial Services Inc., which has been authorized by me to make payment to you of the debit balance or to receive payment of the credit balance in my securities account and will act as clearing broker by arrangement with UBS Financial Services Inc. I understand that to the extent any assets in my securities account are not readily transferable, with or without penalties, such assets may not be transferred within the time frame required by New York Stock Exchange Rule 412 or similar rule of the National Association of Securities Dealers or other designated examining authority.

Unless otherwise indicated in the instruction contained herein, I authorize you to liquidate any proprietary money market fund assets that are part of my securities account and transfer the resulting credit balance to UBS

Financial Services Inc. I understand that you and/or UBS Financial Services Inc. will contact me with respect to the disposition of any other assets in my securities account that are either non-transferable or non-deliverable. If certificates or other instruments in my securities account are in your physical possession, I instruct you to transfer them in good deliverable form, including affixing any necessary tax waivers, to enable UBS Financial Services Inc. to transfer them in its name for the purpose of sale, when and as directed by me. I further instruct you to cancel all open orders for my securities account on your books if this is a full transfer as noted on this form.

I affirm that I have destroyed or returned to you any credit/debit cards and unused checks given to me in connection with my securities account if this is a full transfer as noted on the this form.

**Delivering Agent:** *Please refer to the attached page for delivery instructions.*

**Sign Here** ➔

Account Owner's Signature

Date

Additional Party Signature

Date

Additional Party Signature

Date

Additional Party Signature

Date

**Authorization** (UBS Financial Services Inc. completes).

To the prior trustee or custodian: Please be advised that UBS Financial Services Inc. will accept the above-captioned account as successor custodian.

Successor Custodian/Trustee Authorized Signature

Date

**For Internal Branch Use Only**
**Liquidations**

1. Check with the client to determine if any assets require liquidation.
2. If liquidations are requested, ask the client to contact the branch operations manager at previous firm with verbal instructions. Verbal instructions will result in fewer delays in the transfer process. PLEASE DO NOT SEND LIQUIDATION INSTRUCTIONS TO THE ACCOUNT TRANSFER DEPT. Always follow up the next day to ensure execution of liquidation request.

**ACAT versus Non-ACAT**—The transfer is an ACAT transfer if both of the following conditions are met: Either part of or the entire account is to be transferred and the delivering firm is ACAT-eligible.

Account is transferring via: ☐ ACAT ☐ Non-ACAT. If ACAT or Non-ACAT, the branch should process the transfer and retain the paperwork.

**All Account Transfer procedures are available on InfoNet.**

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**Account Transfer Form Delivery Instructions**

Delivery Instructions: **All deliveries must include client name and UBS Financial Services Inc. account number.**  
(Tax Identification No. 13-2638166)

**All DTCC-Eligible Securities**

Deliver to DTCC Clearing Number 0221. If you have any questions about the clearing number, please call 201-352-6300. **All deliveries must have client name and UBS Financial Services Inc. account number.**

**Dividend Reinvestment/Closed-end Mutual Funds**

Issue a certificate for all whole shares, liquidate all fractional shares and discontinue dividend reinvestment. **All deliveries must include client name and UBS Financial Services Inc. account number.**

**Physical Delivery of Securities**

Physical Securities Window  
UBS Financial Services Inc.  
1000 Harbor Blvd., 6th Floor  
Weehawken, NJ 07086  
**All deliveries must have client name and UBS Financial Services Inc. account number.**

**Retail Transfer of Federal Funds**

UBS AG  
ABA #026007993  
UBS FINANCIAL SERVICES  
A/C #101-WA-258641-000  
F/C UBS-FINSVC CLIENT A/C NAME  
A/C UBS-FINSVC INTERNAL A/C NUMBER

**U.S. Government/Fed Book Entry Securities**

ABA 021000021  
JPMChase/PAINE/CLIENT A/C # & NAME

**Forward Checks**

UBS Financial Services Inc.  
1000 Harbor Blvd.  
Weehawken, NJ 07086  
Attn: Central Check Deposit, 8th Floor  
**All checks must include client name and account number.**

**For All Correspondence Related to a Liquidation or Transfer of Any Security or Annuity Product**

UBS Financial Services Inc. Branch  
Call Phone Number on Client Statement to Obtain Proper Address  
**Do not send liquidation paperwork to Account Transfer Dept.**

**For All Other Account Transfer Related Correspondence From Contra Firms Only**

(Clients: Please send to your Financial Advisor at the UBS Financial Services Inc. branch office.)

UBS Financial Services Inc.  
1000 Harbor Blvd.  
Weehawken, NJ 07086  
Attn: Account Transfer, 6th Floor  
**Must include client name and UBS Financial Services Inc. account number.**

## Conducting Business with UBS: Guide to Investment Advisory and Broker-Dealer Services

Our clients work with their Financial Advisors to determine the services that are most appropriate given their goals and circumstances. Based on the services you request, we can fulfill your wealth management needs in our capacity as an investment adviser, as a broker-dealer, or as both. For example, we offer financial planning as an advisory service. Once we deliver a financial plan to you, you can decide whether to implement the financial plan via brokerage accounts, advisory programs or a combination, depending on your needs and preferences. Most of our Financial Advisors are qualified and licensed to provide both brokerage as well as advisory services depending on the services a client has requested.

As a firm providing wealth management services to clients in the U.S., we<sup>1</sup> are registered with the U.S. Securities and Exchange Commission (SEC) as a broker-dealer and an investment adviser, offering both investment advisory and brokerage services.<sup>2</sup>

**It is important to understand that investment advisory and brokerage services are separate and distinct and each is governed by different laws and separate contracts with you. While there are similarities among the brokerage and advisory services we provide, depending on the capacity in which we act, our contractual relationship and legal duties to you are subject to a number of important differences.**

**We are providing the following to inform you about the main distinctions between investment advisory and brokerage services and our respective duties and obligations. We encourage you to review it carefully and discuss it with your Financial Advisor.**

### **Our Services as an Investment Adviser and Relationship With You**

We offer a number of investment advisory programs to clients, acting in our capacity as an investment adviser, including comprehensive financial planning, discretionary account management, non-discretionary investment advisory programs, and advice on the selection of investment managers and mutual funds offered through our investment advisory programs.

When we act as your investment adviser, we will enter into a written agreement with you expressly acknowledging our investment advisory relationship with you and describing our obligations to you. At the beginning of our advisory relationship, we will give you our Form ADV brochure(s) for the program(s) you selected that provide detailed information about, among other

things, the advisory services we provide, our fees, our personnel, our other business activities and financial industry affiliations and conflicts between our interests and your interests.

### **How We Charge for Investment Advisory Services**

Depending on the advisory product or service you choose, we will charge you fees determined as either:

- A percentage of the amount of assets held in your advisory account,
- A flat annual fee,
- A combination of asset based fee and commissions or
- Periodic fees.

Comprehensive financial planning services are available for a fee, basic financial planning services are currently available at no charge.

Your Financial Advisor will receive part of the fees you pay us.

### **Our Fiduciary Responsibilities as an Investment Adviser**

As your investment adviser, we are considered to have a fiduciary relationship with you and are held to legal standards under the Investment Advisers Act of 1940 and state laws, where applicable, that reflect this high standard. These standards include:

- Obligations to disclose to you all material conflicts between our interests and your interests.
- If we or our affiliates receive additional compensation from you or a third-party as a result of our relationship with you, we must disclose that to you.
- We must obtain your informed consent before engaging in transactions with you for our own account or that of an affiliate or another client when we act in an advisory capacity.
- We must treat you and our other advisory clients fairly and equitably and cannot unfairly advantage one client to the disadvantage of another.
- The investment decisions or recommendations we make for you must be suitable and appropriate for you and consistent with your investment objectives and goals and any restrictions you have placed on us.
- We must act in what we reasonably believe to be your best interests and in the event of

a conflict of interest, we must place your interests before our own.

### **Our Services as a Broker-Dealer and Relationship With You**

As a full-service broker-dealer, our services are not limited to taking customer orders and executing securities transactions. As a broker-dealer, we provide a variety of services relating to investments in securities, including providing investment research, executing trades and providing custody services. We also make recommendations to our brokerage clients about whether to buy, sell or hold securities. We consider these recommendations to be part of our brokerage services and do not charge a separate fee for this advice. Our recommendations must be suitable for each client, in light of the client's particular financial circumstances, goals and tolerance for risk.

Our Financial Advisors can assist clients in identifying overall investment needs and goals and creating investment strategies that are designed to pursue those investment goals. The advice and service we provide to our clients with respect to their brokerage accounts are an integral part of our services offered as a broker-dealer.

In our capacity as broker-dealer, we do not make investment decisions for clients or manage their accounts on a discretionary basis. We will only buy or sell securities for brokerage clients based on specific directions from you.

### **How We Charge for Brokerage Services**

If you choose to establish a brokerage account with us, you may elect to:

- Pay us for our brokerage services each time we execute a transaction for your account in a Resource Management Account. If you choose to pay on a transaction-by-transaction basis, we can act as either your agent or "broker," or as a "dealer."

Operating as your agent or broker, we will charge you a commission each time we buy or sell a security for you.

As a "dealer," we act as a principal for our own account on the other side of a transaction from you. Using our own inventory, we will buy a security from or sell a security to you, and seek to make a profit on the trade by charging you a "mark up," "mark-down" or "spread" on the price of the security in addition to the commissions you pay on these transactions.

<sup>1</sup>This section pertains to the wealth management services provided by UBS Financial Services Inc., a registered broker-dealer and investment adviser, and UBS Financial Services Inc. of Puerto Rico, a registered broker-dealer which provides advisory services through UBS Financial Services Inc. UBS Financial Services Inc. is also a member of the New York Stock Exchange.

<sup>2</sup>Examples of our advisory programs and services include our financial planning services and our ACCESS, Portfolio Management Program (PMP), Managed Accounts Consulting, PRIME, Strategic Advisor and PACE programs. Examples of our brokerage accounts include our InsightOne and Resource Management accounts.

- Pay an annual asset-based fee in lieu of commissions on each individual trade in your InsightOne fee-based brokerage accounts. Clients with an InsightOne account pay an annual asset-based fee in lieu of commissions on each individual trade. This annual fee is computed as a percentage of your account assets and covers only the costs of trades that we execute as your broker or agent; you still will pay us a mark-up or mark-down on principal trades, as outlined above.

We pay our Financial Advisors a portion of commissions, profits on principal trades, asset-based fees, and other charges.

### **Our Responsibilities to You as a Broker-Dealer**

When we act as your broker, we are held to the legal standards of the Securities Exchange Act of 1934, the Securities Act of 1933, the rules of self-regulatory organizations such as the National Association of Securities Dealers (NASD) and the New York Stock Exchange<sup>3</sup> and state laws, where applicable.

- As your broker-dealer, we have a duty to deal fairly with you. Consistent with our duty of fairness, we are obligated to make sure that the prices you receive when we execute transactions for you are reasonable and fair in light of prevailing market conditions and that the commissions and other fees we charge you are not excessive.
- We must have a reasonable basis for believing that any securities recommendations we make to you are suitable and appropriate for you, given your individual financial circumstances, needs and goals.
- We are permitted to trade with you for our own account or for an affiliate or another client and may earn a profit on those trades. When we engage in these trades, we disclose the capacity in which we acted on your confirmation, though we are not required to communicate this or obtain your consent in advance, or to inform you of the profit earned on the trades.
- **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. Absent 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.** Our legal obligations to disclose detailed information to you about the nature and scope of our business, personnel, fees, conflicts between our interests and your interests and other matters are more limited than when we have fiduciary duties with you.

### **Our Obligations, Your Agreement and Your Account Selection**

Following this section, you will find your **brokerage** account agreement. This agreement is used for different purposes, depending on the type of account or program you have selected. You can execute these documents to establish a brokerage account with us that you will use to direct us, acting as your broker-dealer, to buy, sell or hold securities and other investments for you. In this case, your account will be designated as a “brokerage” account and our obligations to you as they pertain to this account will be solely that of a broker-dealer as described above and in the agreement.

However, if you are establishing an **investment advisory** account with us (for example, ACCESS, Managed Accounts Consulting Programs, PACE, Strategic Advisor, Portfolio Management Program and SELECTIONS), you will be required to execute both an investment advisory agreement and a brokerage account agreement, so that your advisory account will have trading capability and custody services. When you execute the attached brokerage agreement as part of the process of establishing an investment advisory account, the brokerage agreement supplements your advisory agreement, and all, collectively, govern your relationship with us. In this case, your account will be designated as “advisory” and our obligations to you as they pertain to that account will be that of an investment advisor as described above and in your investment advisory program agreement and application.

If you open an investment advisory account with us, both you and UBS Financial Services will have the right to terminate your account from the investment advisory program. You should note that termination will end our investment advisory fiduciary relationship with you as it pertains to that account and, depending on the terms of your specific investment advisory agreement with us, will cause your account to be converted to a brokerage account only. Your investment advisory agreement will no longer apply to that account and it will be governed solely by the terms and conditions of your brokerage account agreement.

### **For More Information**

Understanding the ways in which we can conduct business under applicable laws and regulations is essential to the relationship between “You & Us.” The investment advisory programs and brokerage accounts we offer differ in other ways than those summarized above. It is important that you carefully read the agreements and disclosures that we provide to you with respect to the products or services under consideration.

While we strive to make sure the nature of our services is clear in the materials we publish, if at any time you would like clarification on the nature of your accounts or the services you are receiving, please speak with your Financial Advisor or call (201) 352-9999.

For more information, please visit our web site at [www.ubs.com/workingwithus](http://www.ubs.com/workingwithus)

<sup>3</sup>UBS Financial Services of Puerto Rico is not a member of the New York Stock Exchange.

## Client Agreement

### BY SIGNING THE ACCOUNT APPLICATION, I UNDERSTAND, ACKNOWLEDGE AND AGREE:

- A. that I have reviewed the section entitled Conducting Business with UBS: Guide to Investment Advisory and Broker Dealer Services. I understand the material distinctions between advisory and broker-dealer services and acknowledge that, the Master Account Agreement establishes a brokerage account, and UBS' obligations as it pertains to that account will be that of a "broker-dealer" as described in the disclosure section and in the brokerage agreement;
- B. that UBS Financial Services does not provide legal or tax advice;
- C. **that in accordance with the last paragraph of the Master Account Agreement entitled "Arbitration" I am agreeing in advance to arbitrate any controversies which may arise with, among others, UBS Financial Services in accordance with the terms outlined therein;**
- D. **if my account is established with margin, that pursuant to the Master Account Agreement, certain of the securities in my account may be loaned to UBS Financial Services or to others;**
- E. that an annual service fee will be charged as described in the RMA, Business Services Account BSA, ERISA Plan, Individual Retirement Account, Coverdell Education Savings Account Fees section of the Master Account Agreement;
- F. that, if I select the RMA Premier Level program, an annual upgrade fee will be charged as described in the Account Information booklet;
- G. that I understand UBS Financial Services will not supply my name to issuers of any securities held in my account so I will not receive information regarding those securities directly from the issuer, but rather will receive information from UBS Financial Services instead, unless I notify UBS Financial Services in writing otherwise;
- H. that I have received and read a copy of the Client Agreement and the Master Account Agreement and agree to be bound by the terms and conditions contained therein (which terms and conditions are hereby incorporated by reference) as of this date;
- I. that, if eligible, I have received and read a copy of the UBS Financial Services Deposit Sweep Program Disclosure Statement;
- J. that, upon execution of the Account Application and Client Agreement, I will have supplied all of the information requested in the Account Application and declare it as true and accurate and further agree to promptly notify UBS Financial Services in writing of any material changes to any or all of the information contained in the Account Application including, but not limited to, information relating to my financial situation or investment objectives;
- K. that I have received a copy of, read and understand the "Account Information" booklet which contains, among other things, UBS Financial Services' Privacy Statement, Statement of Credit Practices describing interest charges, the Bill Payment and

Electronic Funds Transfer Services Agreement, Instructions for W-9 Preparation, Selected Fee & Charges and other important information regarding my account and relationship with UBS Financial Services, which booklet and terms and conditions (other than the Privacy Statement) are incorporated herein by reference;

- L. that, if I have elected the Electronic Funds Transfer Service as contained herein, I authorize (a) UBS Financial Services and its processing institution (the "Processing Bank") to initiate the types of transactions indicated in the Description of the Electronic Funds Transfer Service section of the Account Information booklet, and adjustments for any entries made in error, to or from my account(s) as contained herein, and authorize the depository(ies) named on my bank account(s) or UBS Financial Services to debit and/or credit the same to my bank account(s); (b) the Processing Bank and my bank to comply with any instructions regarding electronic fund transfers between this RMA, my bank account, and/or other accounts with UBS Financial Services provided that such instructions are given to UBS Financial Services with my PIN/Password and (c) UBS Financial Services, the Processing Bank and my bank to make changes and/or cancellations requested by me.
- M. If I have applied for the UBS Visa Signature credit card I agree to be bound by the terms and conditions stated in the UBS Visa Signature Credit Card Acknowledgement on the Account Application.

## MASTER ACCOUNT AGREEMENT

### Introduction

This agreement ("Agreement") contains the terms and conditions governing your brokerage Account with UBS Financial Services Inc. opened herewith and any other accounts you opened with UBS Financial Services in connection with an assignment of this Agreement or otherwise (the "Account"). If you are establishing an **investment advisory** account with us (for example, ACCESS, Managed Accounts Consulting Programs, PACE, Strategic Advisor, Portfolio Management Program and SELECTIONS), you will be required to execute both an investment advisory agreement and a brokerage account agreement, so that your advisory account will have trading capability and custody services. When you execute the attached brokerage agreement as part of the process of establishing an investment advisory account, the brokerage agreement supplements your advisory agreement, and all, collectively, govern your relationship with us. In this case, your account will be designated as "advisory" and our obligations to you as they pertain to that account will be that of an investment advisor as described above and in your investment advisory program agreement and application.

If you open an investment advisory account with us, both you and UBS Financial Services will have the right to terminate your account from the investment advisory program. You should note that termination will end our investment advisory fiduciary relationship with you as it pertains to

that account and, depending on the terms of your specific investment advisory agreement with us, will cause your account to be converted into and designated as a brokerage account only. Your investment advisory agreement will no longer apply to that account and it will be governed solely by the terms and conditions of this brokerage account agreement. You should 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.

Terms used in this Agreement shall be defined as follows:

- "Application" means this Agreement and one of the application forms entitled "Account Application and Agreement for Individuals and Custodial Accounts," "Account Application and Agreement for Trust and Estate Accounts," "Account Application and Agreement for Organizations and Businesses," "Account Services Selection," "Business/Trust New Account Form," "IRA Application and Adoption Agreement," "403(b)(7) Custodial Account Application and Agreement," "Account Application and Agreement for ERISA Plans," "Participant Account Application and Agreement for ERISA Plans," or "Coverdell Education Savings Account Application and Adoption Agreement" signed by Client and containing Client's acknowledgement of receipt and review of this Agreement.
- "Card Issuer" means "Juniper Bank" the issuer of the UBS American Express® Card appointed by UBS Financial Services from time to time.
- "Check Provider" means, as applicable, the provider or processor of RMA® or Business Services Account BSA checks appointed by UBS Financial Services from time to time.
- "You, your, I, me, client and Account Holder" means each person, entity, trust or estate, sole proprietor, organization, or business designated on the Application as the "Sole Owner/Minor/Primary Account Holder/Individual/Trust/Estate," "Joint Account Holder/Parent/Guardian/Committeeman/Conservator/Trustee/Executor/Administrator," or each person signing the application, and each beneficiary of an IRA or 403(b)(7) entitled to receive assets from the IRA or 403(b)(7) upon the death of the Account Holder. For ERISA Plans, the term "You, your, I, me, client and Account Holder" means the plan sponsor, the trustees, fiduciaries, and also any plan participants and beneficiaries responsible for directing the investments in the Account.
- "Custodial Agreement" means, as applicable, the IRA custodial agreement approved by the Internal Revenue Service applicable to the Account with respect to which Client has acknowledged receipt and his or her agreement or the 403(b)(7) custodial agreement applicable to the account with respect to which Client has acknowledged receipt and his or her agreement, and any amendments to any of those.
- "Deposit Accounts" means interest-bearing FDIC-insured deposit accounts at UBS Bank USA.
- "Deposit Account Sweep Program" means the UBS Financial Services deposit account sweep program through which free cash balances in



eligible securities accounts at UBS Financial Services will be automatically deposited into Deposit Accounts. The Deposit Account Sweep Program is available only for Eligible Participants.

- “Disclosure Documents” collectively refers to the booklet entitled “Account Information” (hereinafter referred to as the “Account Information booklet”), the prospectuses of the Funds, and the offering documentation for the Other Sweep Options, the UBS Financial Services Deposit Account Sweep Program Disclosure Statement, and, if applicable, the Disclosure Statement for IRAs.
- “Eligible Participants” means individuals, trusts (providing that the all beneficiaries of the trust accounts are natural persons or non-profit organizations), sole proprietors and governmental agencies. Custodial accounts are also Eligible Participants if each beneficiary thereof is an Eligible Participant. Eligible Participants do not include Clients that are (a) non-profit organizations, including organizations described in sections 501(c)(3) through (13) and (19) of the Internal Revenue Code of 1986, as amended, (b) estates, (c) enrolled in UBS Financial Services Advisory Consulting Services programs (other than InsightOne<sup>SM</sup> and PACE<sup>SM</sup> accounts and Employee Self Directed Accounts), (d) not resident in the United States, or (e) that are ERISA Plans or retirement plans under 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”).
- “ERISA” means the Employee Retirement Income Security Act of 1974, as amended.
- “ERISA Plan” means a plan account subject to the Employee Retirement Income Security Act of 1974, as amended (“ERISA”) other than such a plan consisting solely of Individual Retirement Accounts.
- “FDIC” means the Federal Deposit Insurance Corporation.
- “Funds” means one or more of the RMA money market funds as more fully described in the prospectus of the UBS RMA Funds.
- “Individual Retirement Accounts” means Traditional, SIMPLE, or Roth IRA accounts.
- “Other Sweep Options” means such other applicable sweep investment options as may be offered from time to time, including, but not limited to, Puerto Rico Short Term Investment Fund, Inc. which is offered exclusively to Puerto Rico residents.
- “Property” includes, but is not limited to, securities, money, stocks, options, bonds, notes, futures contracts, commodities, commercial paper, 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 any of Client’s accounts with UBS Financial Services.
- “Retirement Money Fund” means the UBS Retirement Money Fund, as more fully described in the prospectus of the UBS Retirement Money Fund.
- “RMA” means Resource Management

Account<sup>®</sup>. RMA’s features are more fully described in the Account Information booklet.

- “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 Uniform Commercial Code, as in effect in the State of New York from time to time (“UCC”).
- “UBS Bank USA” means UBS Bank USA, a Utah industrial bank, an affiliate of UBS Financial Services Inc. and a wholly-owned subsidiary of UBS AG.
- “UBS Financial Services” means UBS Financial Services Inc., its successor firms, subsidiaries, correspondents and/or affiliates, including without limitation, its parent company, UBS AG, and/or its clearing broker, UBS Financial Services Inc., and all other subsidiaries and affiliates.
- “UBS Financial Services BSA” means UBS Business Services Account BSA<sup>®</sup>. UBS Financial Services Inc. BSA’s features are more fully described in the Account Information booklet.

#### **Important Information About UBS Financial Services Deposit Account Sweep Program**

Resource Management Accounts (RMA), IRA RMA accounts, UBS Financial Services BSA Accounts, Coverdell Education Savings Accounts, and Individual Retirement Accounts of Eligible Participants **automatically** default to the Deposit Account Sweep Program unless you select one of the other sweep options available. You should review the UBS Financial Services Deposit Account Sweep Program Disclosure Statement carefully before selecting your sweep option and should note the following:

The Deposit Accounts are insured by the FDIC to a maximum of \$100,000 (for individual accounts), \$200,000 (for joint accounts) and \$250,000 for some retirement accounts (in each case, including principal and interest) for the total amount of all Deposit Accounts held in each recognized legal capacity (for example, individual accounts, joint accounts, certain retirement accounts, etc.). If you have multiple accounts at UBS Financial Services held in the same recognized legal capacity that sweep into the Deposit Accounts, once uninvested cash in those accounts exceed, as applicable, \$100,000, \$200,000 or \$250,000 in the aggregate (as applicable), then your aggregate funds on deposit with UBS Bank USA will exceed FDIC insurance coverage limits. UBS Financial Services is not responsible for any insured or uninsured portion of the Deposit Accounts.

UBS Financial Services is a member of the Securities Investor Protection Corporation (“SIPC”). SIPC provides protection for your account(s) at UBS Financial Services up to \$500,000, including \$100,000 for free cash balances in the unlikely event that UBS Financial Services fails financially. The SIPC asset protection limits apply, in the aggregate, to all accounts that you hold in a particular capacity. The Funds, and Other Sweep Options are not bank accounts and balances

held therein are not protected by the FDIC. However, balances in the Funds, and Other Sweep Options are covered by SIPC and the supplemental insurance obtained by UBS Financial Services for your benefit. See the Account Information booklet and the UBS Financial Services Deposit Account Sweep Program Disclosure Statement for more information regarding SIPC protection.

UBS Bank USA, UBS AG and UBS Financial Services Inc. may receive substantial financial benefits for activities related to the Deposit Accounts.

**Please see the UBS Financial Services Deposit Account Sweep Program Disclosure Statement for details.**

#### **RESOURCE MANAGEMENT ACCOUNT, BUSINESS SERVICES ACCOUNT BSA, ERISA PLAN, INDIVIDUAL RETIREMENT ACCOUNT, AND COVERDELL EDUCATION SAVINGS ACCOUNT AGREEMENT**

##### **Authorization**

Trust account clients may opt for the Personal Trust Account (PTA) which is an RMA for trust accounts and hereafter deemed included in references to “RMA.”

You understand and agree that your request to open an Account is subject to the receipt of a signed application and the approval by UBS Financial Services in its sole discretion. If approved, UBS Financial Services will open your RMA or UBS Financial Services BSA after receipt by UBS Financial Services of a signed Application and, if applicable, a completed section for checks and UBS American Express Card or UBS Visa Signature credit card and/or margin if you select such features. Certain of the services may be subject to limitations on their availability as required by law, regulation, rule or UBS Financial Services’ policies. You will automatically be considered for margin unless you have indicated on the Application your election not to be considered for margin or you have requested the opening of an Account for which UBS Financial Services Inc. does not extend margin (e.g., an Individual Retirement Account, ERISA Plan, Coverdell Education Savings Account, 403(b)(7) Account, UGMA, UTMA, Estate or 529 Plan Account). By signing the Application, you acknowledge that you have received and read the Disclosure Documents.

Your authorization shall remain in full force and effect until a reasonable time following the receipt by UBS Financial Services of written notice of revocation.

##### **Sweep Options**

Resource Management Accounts and UBS Financial Services BSA accounts of Eligible Participants automatically default to the Deposit Account Sweep Program (without limit if no limit is selected) unless you affirmatively elect a tax-free Fund (that is, California Municipal Fund, New Jersey Municipal Fund, New York Municipal

<sup>1</sup> Only free cash balances that are non-PACE assets are eligible to be swept under the Deposit Account Sweep Program.

Fund, Tax-Free Fund or for residents of Puerto Rico only, Puerto Rico Short Term Investment Fund) on the Application (the "Primary Sweep Option").

If you are not an Eligible Participant and do not affirmatively elect a Fund on the Application, available funds will be automatically swept into the Money Market Portfolio, except for ERISA Plans which sweep into Retirement Money Fund.

If you have chosen a limit for the Deposit Account Sweep Program, available balances in excess of such limits will automatically be invested in the Funds, Other Sweep Option or, if applicable, Retirement Money Fund (Individual Retirement Accounts, Coverdell Education Savings Accounts, and ERISA Plans only) selected on the Application.

You hereby authorize UBS Financial Services to invest or "sweep" available credit balances, for which no interest is otherwise earned or paid, in the Account into the Deposit Accounts, or the Funds, or Other Sweep Option selected on the Application, depending upon whether or not you are an Eligible Participant, or if you have elected a tax-free Fund, as instructed in the Application, and subsequently liquidate any such shares so purchased or withdraw Deposit Account balances at such times, and for such periods of time as UBS Financial Services may decide in its sole discretion.

Additionally, you authorize UBS Financial Services to make withdrawals in accordance with the terms of the Disclosure Documents. You agree that UBS Financial Services has the right to withhold any redemption, liquidation or withdrawal proceeds or other payments from your Account until all funds placed on account in your Account have been collected. The collection periods are set forth in the Disclosure Documents.

You acknowledge that UBS Financial Services may delay acting on your instructions or effecting payments until your Account contains funds sufficient to meet your obligations.

If you are opening an account for an ERISA Plan, you are required to select a money market fund sweep feature or Other Sweep Option. If no money market fund sweep feature or Other Sweep Option is selected, you authorize UBS Financial Services Inc. to sweep available credit balances into the UBS Retirement Money Fund subject to the terms and conditions contained in the prospectus which is provided to you upon opening the Account. If you affirmatively elect not to have a sweep feature, there will be no automatic sweep from the Account and credit balances will not earn an investment return.

This authorization shall remain in full force and effect until a reasonable time following the receipt by UBS Financial Services' of written notice of revocation.

#### **Check Writing Privilege**

If you agree to accept the check writing feature on the Application, you may write checks or authorize drafts against an RMA or UBS Financial Services BSA checking account serviced by the Check Provider. You may use these checks only in conjunction with your RMA or UBS Financial Ser-

vices BSA and only up to amounts within the Account's "Withdrawal Limit" as defined in the Disclosure Documents. You authorize UBS Financial Services to reimburse the Check Provider in federal funds when checks or drafts are presented to the Check Provider and to automatically debit your RMA or UBS Financial Services BSA on the day of payment to the Check Provider. You agree to have sufficient assets in your RMA or UBS Financial Services BSA on the day UBS Financial Services receives notification for payment from the Check Provider of payment of a check as well as on the day you write the check. You understand that the checks may be used in the same manner and are subject to the normal procedures, rules and regulations as regular checks payable at the Check Provider. You hereby authorize the Check Provider to honor checks (a) bearing a signature with an approved first name, a middle initial or a name deleted or added if the Check Provider otherwise reasonably believes the signature to be authorized and (b) bearing only one signature unless you instruct the Check Provider in writing that multiple signatures are required. Further, you authorize the Check Provider to honor unsigned drafts presented by third parties based on a signed separate written authorization from you to any such third party.

#### **UBS American Express® Card**

You understand and agree that by signing the Application, you have requested one or more UBS American Express Card(s) (each, a "Card") unless you have elected otherwise on the Application or the account is a trust, estate, guardian, committeeman, or conservator account. Cards are not permitted where the Account is an Individual Retirement Account, ERISA Plan, Coverdell Education Savings Account, 529 Plan, or 403(b)(7) Account. You authorize UBS Financial Services and the Card Issuer to effect Card transactions in the manner described in the Disclosure Documents.

You understand that the Card Issuer will allow Card transactions to the "Withdrawal Limit" (as described in the Disclosure Documents). You agree to have sufficient available assets to make payment in full for Card transactions as they become available and understands that if sufficient assets are not available to cover Card transactions, the Card Issuer may suspend and/or then cancel your Card. You agree that the use of any Card in connection with your RMA or UBS Financial Services BSA will also be governed by the terms and conditions contained in the Cardholder Agreement set forth in the Account Information booklet and you agree to comply with such terms and conditions.

American Express converts transactions in foreign currencies into U.S. dollars. Unless a particular rate is required by applicable law, foreign transactions are converted using wholesale interbank rates selected by American Express on the business day prior to the day on which the transactions are processed by American Express. The currency conversion rate used on the conversion date may differ from the rate in effect on the date you used your UBS American Express Card. American Express assesses a currency conversion factor of 1.5% to the converted amount (in other words to the U.S. dollar equivalent of the foreign

transaction) and this factor will be aggregated with the converted amount on your statement.

If you are a UBS Select American Express Cardholder, and you use your UBS American Express Card or account to effect a transaction with a business, other entity or person located outside of the United States, the Card Issuer will charge a Foreign Country Transaction Fee of one-half of one percent (0.50%) of the U.S. dollar amount. The Card Issuer's Foreign Country Transaction Fee is in addition to the currency conversion factor assessed by American Express discussed in the previous paragraph.

UBS Premier American Express Cardholders will not be charged a Foreign Country Transaction Fee by the Card Issuer and will only be assessed the currency conversion factor by American Express as discussed above.

By accepting a Card, you agree that you will not dispose of your assets in your RMA or UBS Financial Services BSA or any other account you may have with UBS Financial Services, if such disposal will negatively affect your ability to pay for Card transactions. You understand and agree that UBS Financial Services has the right to apply assets in any of your accounts with UBS Financial Services to pay debts incurred on your Card, or to pursue any of your other assets to pay debts incurred on your Card.

#### **Limitations**

You agree that Cards or checks issued in connection with your RMA or UBS Financial Services BSA cannot be used to purchase securities or any other products or services available through UBS Financial Services. You further understand and agree that UBS Financial Services may request and the Card Issuer and Check Provider may provide UBS Financial Services with copies of checks and/or Card and bill payment drafts processed from your RMA or Business Services Account BSA.

#### **RMA, Business Services Account BSA, ERISA Plan, Individual Retirement Account, and Coverdell Education Savings Account Fees**

You will pay UBS Financial Services the APPLICABLE RMA/Business Services Account BSA annual service fee as set forth in the "Selected Fees and Charges" outlined in the Account Information Booklet. YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE ACCOUNT INFORMATION BOOKLET, INCLUDING BUT NOT LIMITED TO THE SECTION TITLED "SELECTED FEES AND CHARGES". The annual service fee and any other fees are subject to change by UBS Financial Services at any time. You will also pay UBS Financial Services brokerage fees for all securities transactions effected in a brokerage account. If this is a Custodial account and you do not select any RMA features the RMA annual service fee is waived. If the Custodial account has any of the RMA features the RMA annual service fee as set forth in the "Selected Fees and Charges" outlined in the Account Information Booklet will apply. The annual service fee and any other fees are subject to change by UBS Financial Services at any time.

You will pay the Check Provider and/or UBS Financial Services customary fees for specially imprinted checks, stop payment orders, copies of checks more than one month old, checks returned for insufficient funds. You authorize UBS Financial Services to charge the annual service fee and to charge your RMA or Business Services Account BSA for all other fees you owe.

UBS Financial Services reserves the right to begin to impose charges for utilization of RMA or Business Services Account BSA features beyond the annual fee at any future date.

### **Payments**

You authorize UBS Financial Services to pay from the Withdrawal Limit in your RMA or UBS Financial Services BSA all debts incurred by you to UBS Financial Services, the Card Issuer or the Check Provider in connection with RMA or UBS Financial Services BSA services as set forth in the "Payments" section of the Account Information booklet. Debts include, but are not limited to, the amounts you owe to UBS Financial Services for securities purchases, RMA or UBS Financial Services BSA Account fees, drafts, fees for federal fund wires, customary transactional and brokerage fees as well as interest you may owe UBS Financial Services as a result of margin calls and/or loans in any of your accounts with UBS Financial Services. Debts also include any Card transactions, Bill Payment service transaction debits, Electronic Funds Transfers, drafts or check charges, or any other means by which you authorize a third party to debit any of your accounts with UBS Financial Services (in the case of the Card Issuer or Check Provider limited, however, to the amount of the Withdrawal Limit). This is in addition to, and not in any way limiting, any other rights UBS Financial Services may have, including without limitation, under the heading "Security Interest" of the General Terms and Conditions hereof.

### **MARGIN AGREEMENT**

#### **Authorization**

You will automatically be considered for margin unless you have indicated on the Application that you do not wish to be considered for margin or you have requested the opening of an Account for which UBS Financial Services Inc., which provides margin services for UBS Financial Services clients, does not extend margin (e.g., an Individual Retirement Account, ERISA Plan, Coverdell Education Savings Account, 403(b)(7) Account, UGMA, UTMA, Estate or 529 Plan Account). For Managed Account programs, margin is not permitted unless expressly approved by UBS Financial Services. If you are adding services to an existing Account that has margin, the margin feature will automatically apply to your upgraded Account. You acknowledge that UBS Financial Services will receive increased compensation in connection with the Account from your use of margin borrowing. In return for UBS Financial Services' extension or maintenance of credit in connection with this Account, You acknowledge that UBS Financial Services and its successors and assignees are authorized in the usual course of business to lend, relend, hypothecate, pledge or repledge separately or together with property of others, either to UBS Financial Services or to others, any

Property which UBS Financial Services may carry for you on margin or until such time as payment is received for any such Property. Due to industry regulations, in certain circumstances, such loans may limit, in whole or in part, your ability to exercise voting rights of the securities lent. UBS Financial Services will determine which of your voting rights are limited via an impartial lottery allocation system. Therefore, in some cases, you may receive proxy materials indicating voting rights for a fewer number of shares than are held in your Account, or you may not receive any proxy materials. You agree to participate in the lottery allocation system and to be bound by its results. In connection with such loans and in connection with securities loans made to you in connection with short sales, UBS Financial Services is authorized to receive and retain certain benefits (including, but not limited to, interest on collateral posted for such loans) to which you will not be entitled. Your authorization of a margin feature shall remain in full force until UBS Financial Services receives written notice of revocation.

#### **Margin Requirements**

You agree to maintain in the Account such positions and margin as required by all applicable statutes, rules, regulations, procedures and customs or as UBS Financial Services deems necessary or advisable, and where applicable, to satisfy any and all margin calls issued in connection with the Account.

#### **Risk**

You understand that there are substantial risks involved in trading securities on margin, especially in periods of market volatility. When you buy on margin, losses can increase significantly just as gains can increase. A decline in the value of the securities securing your margin loan may require you to deposit additional funds into the Account. Unlike a cash trade, when a trade is done on margin, losses can exceed the amount of capital you committed to the trade. If you fail to promptly meet a margin call, and under certain other circumstances, UBS Financial Services can, among other things, force the sale of securities in the Account without notifying you, and you may have to sell the securities at unfavorable prices. For small transactions, the costs involved in utilizing margin may outweigh any benefit to you. Please review carefully the disclosure document entitled "Loan Disclosure Statement—Risk Factors You Should Consider Before Using Margin or Other Loans Secured by Your Securities Accounts" included with the Application for a detailed discussion of the risks involved with the use of margin.

#### **Liquidation and Covering Positions**

UBS Financial Services shall have the right, at any time and without prior notice, to satisfy a margin call or to obtain full payment of the margin loan, all without demand for margin or additional margin, other notice of sale or purchase, or other notice of advertisement. To satisfy a margin call or to obtain full payment of the margin loan, UBS Financial Services shall have the right in accordance with UBS Financial Services' general policies regarding UBS Financial Services' margin maintenance requirements then in existence (or, if in its discretion UBS

Financial Services considers it necessary for your or UBS Financial Services' protection; or, in the event of a petition in bankruptcy, or for the appointment of a receiver, is filed by or against you, or an attachment is levied against any account with UBS Financial Services or in the event of your death or dissolution) to (i) require additional collateral, (ii) sell any or all Property in any of your accounts with UBS Financial Services, whether carried individually or jointly with others, (iii) buy any or all Property which may be held short in the Account, (iv) cancel any open orders and close any or all outstanding contracts or (v) liquidate any of your accounts with UBS Financial Services. Any such sales or purchases may be made at UBS Financial Services' discretion on any exchange or other market where such business is usually transacted, or at public auction or private sale, and UBS Financial Services may be the purchaser for UBS Financial Services' own account. UBS Financial Services shall not be responsible for losses incurred by you if UBS Financial Services sells your Property or positions, irrespective of whether or not UBS Financial Services notifies you of a margin call giving rise to such sale. UBS Financial Services may at any time, and in its sole discretion, subject to applicable rules and regulations, amend the requirements applicable to your margin account, including changing the level of credit available to you and applicable maintenance requirements. It is understood that 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 UBS Financial Services' right to sell or buy without demand or notice as herein provided. In addition, as set forth in "Liquidation of Collateral or Account" below, UBS Financial Services may satisfy any and all amounts that you owe in connection with the Account from any or all Property held in the Account or in any other account you may have with UBS Financial Services.

#### **AGREEMENT FOR JOINT ACCOUNTS**

The form of ownership selected for your Account may have significant legal consequences. Any references to a particular form of joint ownership contained in the Application or other Account documentation are for convenience only and you should not rely on the reference as meaning such form of ownership is recognized in a particular state or otherwise appropriate for you.

If you need information about what form of ownership is appropriate for you, you should consult your tax or legal advisor. UBS Financial Services and its employees do not give tax or legal advice. If the Application includes an election for a Joint Account, you request and instruct UBS Financial Services to open an account (the "Joint Account") on UBS Financial Services' books for the purchase and sale of stocks, bonds, options and other securities, evidences of indebtedness and commodities. You agree that any and all controversies which may arise between you and UBS Financial Services are subject to the arbitration and governing law clauses contained herein. See "Applicable Law" and "Arbitration" below.



Any individual who is a Joint Account Holder has full power and authority to make purchases and sales, including short sales (if you have authorized margin), to withdraw any and all Property from, or to do anything else in reference to the Joint Account, either individually or in your joint names, and UBS Financial Services, the Card Issuer and the Check Provider are authorized and directed to act upon instructions received from any individual Account Holder and to accept payment and securities from any individual Account Holder for the credit of the Joint Account. In consideration of UBS Financial Services carrying a Joint Account on margin or otherwise, you each agree to be jointly and severally liable for the Joint Account and in connection with any transaction in the Joint Account and to pay on demand any debit balance or losses at any time due in the Joint Account. Any and all notices, communications, or any demands for margin calls sent to any individual Account Holder shall be binding upon all, and may be given by mail or other means of communication. UBS Financial Services, in its sole discretion, may at any time demand payment on any debit balance or losses, irrespective of when due, in the Joint Account, suspend all activity in the Joint Account pending instructions from a court of competent jurisdiction or require that instructions pertaining to the Joint Account or the property therein be in writing signed by both or all Account Holders. The individual authority of each individual Account Holder to act in connection with the Joint Account shall continue until a reasonable time after UBS Financial Services receives written notice from any individual Account Holder closing the Joint Account.

Each Account Holder agrees to indemnify and hold UBS Financial Services, the Primary Sweep Option, or Other Sweep Options or the RMA Money Market Portfolio, as applicable, and the Card Issuer and Check Provider harmless from and against any losses, causes of action, damages and expenses arising from or as a result of UBS Financial Services or the Card Issuer or Check Provider following the instructions of any of the Account Holders.

## **GENERAL TERMS AND CONDITIONS**

### **Client Representation**

The individual(s) signing the Application represent(s) to have reached the age of majority according to the laws of the state of your residence and according to the laws of the State of New York or if the individual(s) is signing on behalf of an organization, he/she/it has the authority to execute this Agreement. You represent that it is duly authorized to conduct business in the jurisdiction from which it transacts business. You agree to abide by UBS Financial Services' policies, and the Rules and Regulations as set forth below. You will notify UBS Financial Services promptly if you are or become employed by any of the following: any exchange or any corporation of which any exchange owns a majority of the capital stock; any member or firm registered on any exchange; any bank, trust company, insurance company; or any company or individual dealing, either as broker or principal, in stocks, bonds or any other securities, commodities, commercial paper or other financial instruments or assets. Except as

provided for, or disclosed, in this Agreement, no one other than you has or will have an interest in the Account unless and until UBS Financial Services is notified in writing by you, and under such circumstances until UBS Financial Services Inc., UBS Financial Services' clearing firm, agrees to continue to carry the Account. You understand that UBS Financial Services is prohibited under the National Association of Securities Dealers (NASD) Free Riding and Withholding Interpretation from selling securities in certain public offerings to persons restricted by such rules. Unless you have so described on the Application, you are not presently so restricted, and if you are or become so restricted, you agree to notify UBS Financial Services promptly. You (or where you are not a natural person, each of the individual(s) signing the Application) represent that he, she or it has and will have all necessary licenses, authorizations, consents, approvals (and if you are not an individual, powers in its authorization papers) to enable you to effect all transactions in investments under the Terms and Conditions of this Agreement. The individual(s) signing the Application further represents and warrants that if you are a corporation, limited liability company, partnership, sole proprietorship, foundation/charitable organization, ERISA Plan, custodian, conservator, guardian, executor or trustee, each of such individuals or entities signing on behalf of you have the authority to open this Account on your behalf and to conduct transactions on your behalf, including without limitation, transactions involving the remittance or withdrawal of cash or other Property to or from an account and transfers/distributions from the Account by check, automatic fund transfer, debit card (if used) or otherwise to such individuals or entities and others.

Subject to any applicable financial privacy laws and regulations, you understand and agree that data regarding you and the Account may be shared with UBS Financial Services' affiliates. Further, subject to any applicable financial privacy laws and regulations, you request that UBS Financial Services share such personal financial data with the Card Issuer and Check Provider and other non-affiliates of UBS Financial Services as is necessary or advisable to effect, administer or enforce, or to service, process or maintain, all transactions and accounts contemplated by this Agreement. 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/or documentation that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents. We may also screen your name against various databases to verify your identity. In the event that UBS Financial Services is unable to verify your identity, UBS Financial Services shall have the right, at any time and without prior notice, to (i) sell any or all Property in any of your accounts with UBS Financial Services, whether carried individually or jointly with others, (ii) buy any or all Property which may be held short in your account, (iii) cancel any open orders and close any or all outstanding contracts, (iv) liquidate any of your

accounts with UBS Financial Services, or (v) distribute the assets in your Account to you. UBS Financial Services shall not be responsible for losses you incur if UBS Financial Services sells your Property or positions, nor for taxable consequences of liquidating assets and/or distributing them to you.

You authorize UBS Financial Services to obtain a credit report or other credit references concerning you (including, without limitation, making verbal or written inquiries concerning your credit history) or to otherwise verify or update credit information given to UBS Financial Services at any time. You authorize the release of this credit report or other credit information to the Card Issuer and Check Provider or to UBS Financial Services affiliates as it deems necessary or advisable to effect, administer or enforce, or to service, process or maintain all transactions and accounts contemplated by this Agreement, and for the purpose of offering additional products, from time to time, to you. You authorize UBS Financial Services to exchange your information with any party it reasonably believes is conducting a legitimate credit inquiry in accordance with the Fair Credit Reporting Act. UBS Financial Services may also share credit or other transactional experience with your designated UBS Financial Services Financial Advisor or other parties designated by you.

### **Rules and Regulations**

All transactions in the Account shall be subject to the constitution, rules, regulations and custom and usage of the exchange or market and its clearing agency, if any, on which such transactions are executed by UBS Financial Services or UBS Financial Services' agents, including UBS Financial Services Inc. and other subsidiaries and affiliates. Such transactions are also subject, where applicable, to the provisions, rules and regulations of the Securities and Exchange Commission, the Commodity Futures Trading Commission, and the Board of Governors of the Federal Reserve System in existence at this time and as later amended and supplemented. Client acknowledges that UBS Financial Services is subject to examination by various federal, state and self-regulatory organizations and that books and records maintained by UBS Financial Services are subject to inspection and subpoena by these regulators and by federal, state, and local law enforcement officials. You also acknowledge that such regulators and officials may, pursuant to treaty or other arrangements, in turn disclose such information to the officials or regulators of other countries, and that U.S. courts may be required to compel UBS Financial Services to disclose such information to the officials or regulators of other countries. You agree that UBS Financial Services may disclose to such regulators and officials information about your transactions in the Account without notice to Client. In addition, UBS Financial Services may in the context of a private dispute be required by subpoena or other judicial process to disclose information or produce documentation related to you, the Account or other accounts at UBS Financial Services. You acknowledge and agree that UBS Financial Services reserves the right, in its sole discretion, to respond to subpoenas and judicial process as it deems appropriate.

**Anti-Money Laundering**

UBS Financial Services is firmly committed to compliance with all applicable laws, rules and regulations, including those related to combating money laundering. You understand and agree that you must take all necessary steps to comply with the anti-money laundering laws, rules and regulations of your country of origin, country of residence and the situs of your transaction.

**Liability**

You acknowledge and agree that you will be personally liable for any fees or other obligations accruing to UBS Financial Services under this Agreement and you (including each joint account holder) hereby agree to indemnify UBS Financial Services, the Other Sweep Options or the Funds as applicable, and the Card Issuer and the Check Provider against any losses arising from (a) any and all Account transactions effected or incurred by any person authorized to effect such transactions, including without limitation redemption of any shares of Funds, Other Sweep Options and any other money market fund and similar fund shares, deposits and withdrawals of funds from the Primary Sweep Option, use of the check writing privilege (including unsigned drafts presented by third parties), security transactions, Card transactions, Bill Payment Services and Electronic Funds Transfer Service transactions and (b) any debits, charges, fees or other obligations in the Account.

You shall at all times be liable for the payment of any amounts advanced, any debit balances or other obligations owing in the Account and you shall be liable to UBS Financial Services for any deficiency remaining in the Account in the event of liquidation thereof, in whole or in part, by either you or UBS Financial Services. Additionally, you agree to be liable to UBS Financial Services for any accrued interest on any such amounts at UBS Financial Services' then customary rate, if applicable, or otherwise the maximum rate allowable by law. You further agree to indemnify UBS Financial Services against any loss, cost, expense, liability or damages arising out of your obligations hereunder. You will be liable for the reasonable costs and expenses of collection (including attorney's fees), for any unpaid losses, fees or other amounts owed by you to UBS Financial Services or against which you have indemnified UBS Financial Services under the preceding sentence. You shall be liable for any and all losses, claims, damages, penalties, fines, settlements, costs, causes of action, debts, dues, sums of money, accounts, accountings, reckonings, acts, omissions, demands, obligations, actions, suits, proceedings, judgments, liabilities and expenses (including without limitation all expenses of litigation or preparation thereof, whether or not UBS Financial Services is a party thereto) which UBS Financial Services may pay or incur arising out of any claims by any person or entity in any way relating to this Account. Neither UBS Financial Services nor its officers, directors, employees or agents shall under any circumstances or for any reason have any liability to you for any consequential damages arising out of this Agreement and/or any services provided pursuant to this Agreement. You (and, in the case of a Joint Account, each individual Account

Holder) agree that, in the event of the death of any Account Holder, the survivor(s) or the estate shall immediately give UBS Financial Services written notice thereof, and UBS Financial Services may, before or after receiving such notice, take such actions, require such papers, inheritance or estate tax waivers or federal transfer certificates, retain such portion of the Account or any other account you may have with UBS Financial Services and restrict transactions in the Account as UBS Financial Services may deem advisable to protect UBS Financial Services against any tax, liability, penalty or loss under any present or future laws or otherwise. Your estate and the Account shall be jointly liable for all costs (including reasonable attorney's fees and costs) UBS Financial Services and/or the Card Issuer and the Check Provider may incur in connection with the disposition of the Account and related assets and liabilities in the event of your death, disability or dissolution.

UBS Financial Services and/or the Card Issuer and the Check Provider shall be entitled to recover from a Joint Account or from any Account Holder prior to any distribution of Property such costs as it may incur, including reasonable attorney's fees, as a result of any dispute between the Account Holders relating to or arising from a Joint Account or occasioned by the death of one or more Account Holders holding a Joint Account.

The estate of any Account Holder holding a Joint Account who shall have died shall be liable and the survivor shall continue to be liable, jointly and severally, to UBS Financial Services and/or the Card Issuer and/or the Check Provider for any net debit balance or loss in the Joint Account in any way resulting from the completion of the transactions initiated prior to receipt, by UBS Financial Services, of the written notice of the death of the decedent, or incurred in the liquidation of the Joint Account or the adjustment of the interests of the respective parties. The estate of the decedent and the survivor shall hereby jointly and severally agree to fully indemnify and hold harmless UBS Financial Services and the Card Issuer and the Check Provider from any liability for any taxes which may be owed in connection therewith or any claims by third parties.

If the Account is maintained with rights of survivorship, in the event of the death of either or any Account Holder, all assets in the Account shall pass to and be vested in the survivor(s) on the same terms and conditions as previously held, without in any manner releasing the decedent's estate from the liabilities herein.

**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 UBS Financial Services and you, you grant UBS Financial Services a security interest in any and all Property belonging to you or in which you may have any legal, equitable or other interest held by UBS Financial Services or carried in any of your accounts with UBS Financial Services. All Property shall be subject to such security interest as collateral for the discharge of your obligations to UBS Financial Services, whether or however arising and without regard to

whether or not UBS Financial Services made loans with respect to such Property. In enforcing UBS Financial Services' security interest, UBS Financial Services shall have the discretion to determine the amount, order and manner of Property to be sold and shall have all the rights and remedies available to a secured party under the UCC. Without UBS Financial Services' prior written consent, you will not cause or allow any of the Property held in any of your accounts with UBS Financial Services, whether now owned or hereafter acquired, to be or become subject to any liens, security interests, mortgages or encumbrances of any nature other than UBS Financial Services' security interest therein.

**Liquidation of Collateral or Account**

UBS Financial Services may satisfy any and all amounts that you owe UBS Financial Services in connection with the Account from Property held by UBS Financial Services or carried in any of your accounts with UBS Financial Services. Additionally, UBS Financial Services may sell any or all Property held in any of your accounts with UBS Financial Services 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 UBS Financial Services' discretion UBS Financial Services considers it necessary for its protection. In such events UBS Financial Services also may borrow or buy-in all Property held in any of your accounts with UBS Financial Services required to make delivery against any sale effected for you. Such sale or purchase may be public or private and may be made without advertising or notice to you and in such a manner as UBS Financial Services may in its discretion determine. No demands, calls, tenders or notices by UBS Financial Services shall invalidate this waiver by you. At any such sale UBS Financial Services may purchase the Property free of any right of redemption and you shall be liable for any remaining deficiency in any of your accounts with UBS Financial Services, plus any accrued interest on such deficiency at UBS Financial Services' then customary rate, if applicable, or, if not applicable, the maximum rate allowable by law. UBS Financial Services shall not be liable to you in any way for any adverse tax consequences resulting from a liquidation of appreciated collateral.

**Orders, Executions, Deliveries, Settlements and Oral Authorizations**

Any order which you give shall be binding upon you, and your personal representative(s) or authorized agents until UBS Financial Services receives notice of your death, in the case of an individual, or dissolution, in the case of an entity. Such death or dissolution and notice will not affect UBS Financial Services' right to take any action which UBS could have taken if you had not died or been dissolved. You agree that UBS Financial Services shall incur no liability in acting upon oral instructions given to UBS Financial Services by you or your authorized agent concerning the Account. In giving orders to sell, you will inform UBS Financial Services which sales are "short" sales and which are "long" sales. A "short" sale means any sale of a security not owned by the seller or any sale that is consummated by delivery of a borrowed security. The designation of a sale order as "long" is your representation that you own the security,

and if the security is not in UBS Financial Services' possession at the time of the contract for sale, you agree to deliver it to UBS Financial Services by the settlement date. In case of non-delivery of a security, UBS Financial Services is authorized to purchase the security to cover your position and charge any loss, commissions and fees to the Account. You agree that if UBS Financial Services fails to receive payment for securities purchased by you, UBS Financial Services may, without prior demand or notice, sell securities or other Property held by UBS Financial Services in any of your accounts with UBS Financial Services and any resulting loss may be charged to the Account. You understand and acknowledge that securities can be traded in more than one marketplace. Unless you direct that an order to purchase or sell securities be executed on a specified exchange or market and UBS Financial Services agrees to such execution, UBS Financial Services will, in its sole discretion, subject to applicable regulatory requirements and without prior notification to you, execute the order on the over-the-counter market in any location or on any exchange, including a foreign exchange where such security is traded, either on a principal or agency basis.

UBS Financial Services may execute trades through an electronic communication network, alternative trading system, or similar execution system or trading venue and you authorize the execution of trades in this manner. You also acknowledge that UBS Financial Services or one or more of its affiliates may have an ownership interest in one or more of such systems or venues, and you specifically authorize UBS Financial Services to execute trades through any such system or venue notwithstanding such ownership interest.

#### **Principal Transactions; Client/Firm Relationship**

You understand that UBS Financial Services Inc. may execute securities transactions in the Account acting as principal and expressly directs UBS Financial Services Inc. to enter into such principal transaction in any case where UBS Financial Services Inc. would execute such transactions as principal in the ordinary course of its business. Unless otherwise agreed to in writing, (1) you agree that UBS Financial Services Inc. shall have no authority or responsibility to act as a "fiduciary" as such term is defined in Section 3(21) of ERISA or Section 4975(e)(3) of the Internal Revenue Code, or to act as an "investment adviser" as such term is defined in Section 1.1 of the Investment Advisers Act of 1940, and (2) you shall make your own independent decisions regarding investments in the Account.

#### **For ERISA Plans, Trusts and Custodial 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 fiduciary 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 have made an independent determination that Account activity is suitable and appropriate

for the beneficial owners of such Account and that the compensation to be received by UBS Financial Services in connection with the Account is reasonable. You understand and agree that this determination is solely your responsibility and not UBS Financial Services'.

#### **Non-disclosure of Confidential and Material, Non-public Information**

UBS Financial Services provides a variety of services to its customers. In connection with providing these services, employees of UBS Financial Services may from time to time come into possession of confidential and material, non-public information. Under applicable law, employees of UBS Financial Services are prohibited from improperly disclosing or using such information for their personal benefit or for the benefit of any other person, regardless of whether such other person is a customer of UBS Financial Services. UBS Financial Services maintains and enforces written policies and procedures that (1) prohibit the communication of such information to persons who do not have a legitimate need to know and (2) assure that UBS Financial Services meets its obligations to customers and otherwise remains in compliance with applicable law. You understand and agree that these policies and procedures are necessary and appropriate and recognizes that, in certain circumstances, employees of UBS Financial Services will have knowledge of certain confidential and material, non-public information which, if disclosed, might affect your decision to buy, sell or hold a security, but that they shall be prohibited from communicating such information to you. You also understand and agree that UBS Financial Services shall have no responsibility or liability to you for failing to disclose such information to you as a result of following its policies and procedures designed to provide reasonable assurances that it is complying with the law.

#### **Non-U.S. Securities**

If the Account contains securities issued by a non-U.S. issuer, you acknowledge, to the extent UBS Financial Services Inc. is acting solely as a custodian with respect to such securities, that absent arrangements by either the issuer or you with UBS Financial Services to the contrary regarding distribution of issuer communications, UBS Financial Services Inc. will not be obligated to distribute issuer communications to you.

#### **Restrictions on Trading**

You understand that UBS Financial Services may, in its sole discretion, with or without prior notice, prohibit or restrict trading of securities or substitution of securities in the Account and refuse to enter into any transactions with you.

#### **Deposits of Funds**

All checks for deposit to the Account should be made payable to, or be endorsed to, UBS Financial Services Inc. or to UBS Financial Services Inc. for the benefit of [Your Name] and/or [Title of Account].

#### **Electronic Transfer of Funds**

When giving UBS Financial Services instructions to accept or transfer funds electronically to or from the Account to any bank or other entity, you agree to provide UBS Financial Services with

an accurate name and account number designating the account to receive such funds. You acknowledge that neither UBS Financial Services nor the bank or other receiving or transmitting entity is under any obligation to verify the identity of the beneficiary of the funds transfer and may rely exclusively upon the name or account number provided by you. You agree to indemnify and hold UBS Financial Services harmless from and against any and all cost, expense, claims or liabilities arising from the provision by you of an inaccurate name or account number. When accepting or transferring funds, neither UBS Financial Services nor the bank or other receiving or transmitting entity is under any obligation to determine whether the name and number provided by the Client refer to the same person or entity.

#### **Transfer of Excess Funds; Exchange Rate Fluctuations**

UBS Financial Services may transfer excess funds between any of your accounts (including the Account) with UBS Financial Services (including commodity accounts) for any reason not in conflict with the Commodity Exchange Act or any other applicable law. If UBS Financial Services effects any transactions for you requiring a foreign currency, any profit or loss as a result of a fluctuation in the applicable exchange rate will be charged or credited to the Account.

#### **Principal, Interest and Dividend Payments**

With respect to principal and interest payments on debt instruments, UBS Financial Services may credit the Account with principal and interest due on the payment dates and UBS Financial Services will be entitled to recover any such payments from you if the same are not actually received by UBS Financial Services from the trustee or paying agent. You acknowledge that interest will not be paid to you on credit balances in the Account unless specifically agreed to by UBS Financial Services in writing. UBS Financial Services is not required to remit interest or dividends to Client on a daily basis.

#### **Fees and Charges**

You understand that UBS Financial Services Inc. may impose various service charges and other fees relating to the Account (see "Selected Fees and Charges" in the Disclosure Documents) as well as charge commissions and/or other fees and charges for execution of transactions to purchase and sell securities, options or other Property, which amounts may include, but not be limited to, transaction fees (rounded to the nearest penny on each sale transaction); subscription fees for U.S. Government and Government agency issues; security transfer fees; insurance premiums, and other charges associated with the handling and transfer of securities, funds and assets. You agree to pay such charges, commissions and/or fees at UBS Financial Services Inc.'s then prevailing rates. You also understand that such charges, commissions and/or fees may be imposed or changed from time to time without notice to you, unless required by rules or regulations, and you agree to be bound thereby.

Unless the Account is for an Individual Retirement Account, ERISA Plan, 403(b)(7) Account,

or Coverdell Education Savings Account that UBS Financial Services Inc. has investment discretion over or has agreed in writing to act as a "fiduciary" (as defined in Section 3(21) of ERISA or Section 4975(e)(3) of the Internal Revenue Code) to, UBS Financial Services will earn income (at prevailing market rates on overnight investments) on deposits and credits to the Account, until the cash balances are invested or swept into the Deposit Account Sweep Program, a money fund or Other Sweep Option. Once cash balances are credited to the Account they are generally invested in the applicable sweep option on the next business day pursuant to the policies contained in the Account Information Booklet (subject to any investment minimums for the sweep option, as provided in the applicable prospectus). You agree that the amount of income shall be part of UBS Financial Services Inc. compensation for services rendered with respect to the Account, which shall be separate from and in addition to compensation described in the applicable fee schedule for the Account and that the amount of such compensation, together with all compensation received by UBS Financial Services, is reasonable. You may be subject to an account transfer fee if you instruct UBS Financial Services Inc. to transfer the Account. In addition, you will be charged an administrative fee for the Account if it produces revenues below a minimum threshold amount for the 12-month period ending each November 30. If this is an Individual Retirement Account, you may be subject to an account transfer fee if you instruct UBS Financial Services Inc. to transfer the Account. You agree to pay a late charge, to the extent permitted by law, if you purchase securities on a cash basis and fail to pay for such securities by the settlement date. Any late charge UBS Financial Services Inc. may impose will be at the maximum rate of interest set forth in UBS Financial Services Inc.'s then current "Statement of Credit Practices" (which is found in the Disclosure Documents), if applicable, or otherwise at the maximum rate permissible by law, and may be charged from the settlement date to the date of payment, without regard to UBS Financial Services Inc.'s rights to sell the securities in accordance with this Agreement and applicable laws, rules and regulations. You may obtain UBS Financial Services Inc.'s then current fees and charges by contacting your Financial Advisor or the local branch office.

#### **Interest Charges**

All amounts advanced and other balances due shall be charged interest in accordance with UBS Financial Services' usual custom, which may include the compounding of interest, including any increases in rates which reflect adjustments in, as applicable, UBS Financial Services' Base Loan Rate (as such term is defined in the Statement of Credit Practices) or other reference rate (i.e., LIBOR Rate or Prime Rate) referred to in the applicable Statement of Credit Practices and such other charges as UBS Financial Services may make to cover UBS Financial Services' facilities and extra services.

#### **Impartial Lottery Allocation System; Call Features**

When UBS Financial Services holds bonds or pre-

ferred stocks on your behalf in UBS Financial Services' (street) name or in bearer form which are callable in part, you agree to participate in the impartial lottery allocation system of the called securities in accordance with the provisions of the New York Stock Exchange, Inc. rules. Further, you understand that when the call is favorable, no allocation will be made to any account in which UBS Financial Services, its officers, or employees have a beneficial interest until all of your other positions in such securities are satisfied on an impartial lottery basis. You understand that UBS Financial Services may not receive timely notice of calls and may be required to allocate called securities on an "as of" basis. In those cases, you agree to participate in the lottery allocation system and to be bound by its results. For debt securities, call or other redemption features, in addition to those disclosed on the trade confirmation, may exist. Debt securities subject to call or redemption features, such as sinking funds, may be redeemed in whole or in part before maturity, or before the first scheduled call dates. The existence of sinking funds, or other special mandatory redemption features, may not be disclosed on a trade confirmation. It is your obligation to review all prospectuses and offering statements you may receive, and to understand the risks of extraordinary calls or early redemptions, which may affect yield. Issuers may from time to time publish notices of offers to redeem debt securities within limited time, price and tender parameters. You understand and agree that UBS Financial Services is not obligated to notify you of such published calls, nor will UBS Financial Services tender any securities on your behalf when you have failed to request the tender in a timely manner.

#### **Additional Compensation**

**Revenue Sharing Compensation.** In addition to the sales loads and 12b-1 fees, and processing fees, UBS Financial Services Inc. receives revenue sharing payments from many of the distributors and/or advisors of the mutual funds that we sell. These amounts are based on two components (i) the amount of sales by UBS Financial Services Inc. of the mutual funds of a particular fund family, and (ii) the amount of mutual fund assets of that particular fund family held by UBS Financial Services Inc. clients. These payments are made in exchange for, and represent the value to those mutual fund companies of, being able to distribute their mutual funds through our network of Financial Advisors and their clients. We require that these payments be made directly by the distributor or advisor to us and do not permit payments to be made by use of mutual fund portfolio trading commissions, because revenue sharing payments are intended to compensate us for ancillary services in connection with effecting sales of mutual fund shares. We receive payments of this kind from many of the approximately 150 mutual fund distributors and/or advisors whose mutual funds are made available to our clients. Generally, UBS does not rebate any of these amounts to you or pay them to the Financial Advisor or his or her branch office.

**Please see our public website at [www.ubs.com/mutualfundrevenuesharing](http://www.ubs.com/mutualfundrevenuesharing) for a current description of our revenue sharing compensation.**

We receive payments of this kind from many of the approximately 150 different mutual fund distributors and/or advisors whose mutual funds are made available to our clients. Revenue sharing payments are intended to compensate UBS Financial Services Inc. for ancillary services in connection with effecting purchases of shares of the funds. These payments are made in exchange for, and represent the value to those mutual fund companies of, being able to distribute their mutual funds through our network of Financial Advisors and their clients.

Based on our reviews and evaluations of the mutual fund companies, we divide the universe of fund companies whose funds we offer into two categories: (i) fund companies with branch access ("Tier I" fund companies); and (ii) fund companies without branch access ("Tier II" fund companies). Representatives of Tier I fund companies are provided, subject to Branch Office Manager discretion, greater access to our branch offices and Financial Advisors for training, marketing and other promotional activities. As a general rule, such in-person branch access and marketing support is not provided to Tier II fund companies. Branch access and other corporate support provides enhanced opportunities for the mutual fund companies to promote their mutual funds to our Financial Advisors, which could cause our Financial Advisor to focus on, and recommend to clients, mutual funds from Tier I fund companies in the normal course of their business. Tier I fund companies represented approximately 80% of our total mutual fund sales in 2004. A list of our Tier I mutual fund companies is available on our public website at [www.ubs.com/mutualfundrevenuesharing](http://www.ubs.com/mutualfundrevenuesharing).

Many mutual funds companies in both Tier I and Tier II pay revenue sharing to us. While the payment of revenue sharing is a factor in determining whether a fund company is placed in Tier I or Tier II, such payment is never the sole determinant in these decisions. UBS Financial Services Inc. determines the level of access to our branches based on our own review and evaluation of mutual funds and fund families.

Although we seek to apply a level, standard payment schedule for all of the mutual fund companies whose funds we sell, we recognize that mutual fund companies approach revenue sharing in a variety of ways, and that some mutual fund companies may decline to pay revenue sharing exactly at the levels listed above or at all, which may present a financial disincentive for us to promote the sale of those funds that do not pay us at the levels listed above. **Please see [www.ubs.com/mutualfundrevenuesharing](http://www.ubs.com/mutualfundrevenuesharing) for a detailed description of the revenue sharing compensation.**

We also receive networking fees in consideration for certain other services we provide mutual funds. These fees generally are paid from investor assets in mutual funds, but in some cases may be subsidized in part by affiliates of



the mutual funds, and are generally calculated by applying our standard networking rate of \$12 to each mutual fund position that exceeds \$500 and is held at UBS.

Revenue sharing payments may present a conflict between our interests and the interests of our customers, because the payments give us a financial incentive to recommend that our customers buy and hold shares of those funds that we maintain on our distribution platform and for which we receive revenue sharing payments. Although approximately 2,500 mutual funds from nearly 150 different mutual fund families are available through our distribution system, this is only a part of the universe of mutual funds that are available to our customers in the marketplace. Certain other mutual may be purchased by our customers through the Fund-Connect system for a separate charge. In addition, because the rate and amount of revenue sharing payments that we receive may vary among the 150 mutual fund families on our distribution platform, we may have a financial disincentive to promote the sale of those funds that do not pay us at those stated rates.

In addition to commissions received in connection with the sale or distribution of annuity contracts and unit investment trust units to our clients, we receive revenue sharing compensation from many of the insurance companies underwriting the annuity contracts, affiliates of the insurance companies or sponsors of the unit investment trusts we distribute.

**Contributions to Training and Education Expenses.** In addition to the contributions listed above, from time to time, mutual fund, insurance companies, money managers or their affiliates ("vendors") may subsidize a portion of the cost of training and achievement seminars we offer to Financial Advisors through specialized firm-wide programs and consulting training forums.

The subsidies may vary among vendors, and no vendor is required to participate in the seminars or to contribute to the costs of the seminars in order to have their products available or distributed through our platform. Your Financial Advisor does not receive a portion of these payments.

**Non-Cash Compensation.** In addition to the revenue sharing payments describe above, we and our Financial Advisors, may, from time to time, receive non-cash compensation from mutual fund companies, money managers, insurance vendors, and sponsors of products we distribute in the form of: (i) occasional gifts; (ii) occasional meals, tickets or other entertainment; (iii) sponsorship support of training events for our sales force; and/or (iv) various forms of marketing support.

**Other Compensation.** In addition, our affiliates receive trading commissions and other compensation from mutual funds and insurance companies whose products we distribute.

#### **Disability or Incompetency**

This Agreement shall survive your death, dissolution, disability or incompetence.

#### **Unforeseeable Events/Force Majeur**

UBS Financial Services shall not be liable for losses caused directly or indirectly by government restrictions, exchange controls, exchange or market rulings, suspension of trading, war, strikes or other conditions beyond UBS Financial Services' control, including but not limited to, extreme market volatility, trading volumes, or the failure of any processing or trading system whether proprietary or non-proprietary in nature.

#### **Successors and Assigns**

This Agreement shall be binding upon you and your personal representatives, heirs, estate, executors, administrators, committee and/or conservators, successors and assigns, and shall inure to the benefit of UBS Financial Services and its successors and assigns and each subsequent holder of this Agreement. You may not assign or transfer any of your rights or obligations under this Agreement without UBS Financial Services' prior written consent. UBS Financial Services may assign this Agreement or any of its rights and powers under this Agreement, and, in the event of such assignment, the assignee shall have the same rights and remedies as if originally named in this Agreement in UBS Financial Services' place. From and after the date of any such assignment, UBS Financial Services shall have no further liability to you under the terms of this Agreement.

#### **Sub-Brokers**

UBS Financial Services may employ sub-brokers and shall be responsible only for reasonable care in their selection. UBS Financial Services may deal with market makers or members of any exchange known as specialists or known as odd-lot dealers and in the execution of your orders they may act as sub-brokers for you and may also buy or sell the Property for themselves as dealers for their own account.

UBS Financial Services Inc. may hold securities as a Securities Intermediary in accordance with industry custom and practice and employ one or more Securities Intermediaries, including Securities Intermediaries outside the United States, with respect to any and all Property held for you.

#### **Introduced Accounts**

If the Account has been introduced to UBS Financial Services Inc. and is carried by UBS Financial Services Inc. only as a clearing broker, you agree that UBS Financial Services Inc. is not responsible for the conduct of the introducing broker and UBS Financial Services Inc.'s only responsibilities to you relate to UBS Financial Services Inc.'s execution, clearing and bookkeeping of transactions in the Account and to any other services and responsibilities agreed to in writing by UBS Financial Services Inc. During the term of any clearing agreement between UBS Financial Services Inc. and any introducing broker/dealer that UBS Financial Services Inc. is providing clearing services for, UBS Financial Services Inc.'s rights and benefits under this Agreement shall inure to any such introducing broker/dealer.

UBS Financial Services Inc. is authorized to accept from the introducing broker, without further inquiry or investigation by UBS Financial Services Inc., (a) orders for the purchase or sale

in the Account of such securities and other Property on margin or otherwise, and (b) any other instructions from the introducing broker concerning the Account. In no event shall UBS Financial Services Inc. be liable for any acts or omissions of any introducing broker or its agents, contractors or employees.

#### **Independent Research**

UBS Financial Services offers you access to independent research on all domestic and selected international stocks covered by UBS Research. The providers of this independent research are chosen by an Independent Consultant, not by UBS Financial Services. You agree that UBS Financial Services will not be responsible or liable for (i) the procurement decisions of the Independent Consultant with respect to the independent research, (ii) the independent research or its content, (iii) customer transactions, to the extent based on the independent research, or (iv) claims arising from or in connection with the inclusion of independent research ratings in the Firm's confirmations and periodic account statements or on the UBS independent research website, to the extent such claims are based on those ratings. You also agree that UBS Financial Services will not be required to supervise the production of the independent research procured by the independent consultant and will have no responsibility to comment on the content of the independent research.

#### **Changes to Agreement**

Upon written notice to you, UBS Financial Services may change this Agreement at any time and may cease to offer any or all services described in this Agreement. Any such change will become effective on the date of the notice unless the notice specifies a later date. However, you will remain liable for any outstanding debits and/or charges in the Account. Your continued acceptance of services under this Agreement will be deemed to constitute acceptance of such change. All other changes to this Agreement shall not be effective except by a writing signed by UBS Financial Services.

#### **Termination of Account**

You understand that UBS Financial Services or Client may terminate the Account or any Account feature or service at any time and for any reason. If the Account is terminated either by UBS Financial Services or you, you will promptly return any unused checks and Card(s). Failure to return such checks and Card(s) to UBS Financial Services may result in a delay in complying with your instructions as to the disposition of your assets in the Account. You will remain responsible for debits and charges whether arising before or after such termination. You agree to pay UBS Financial Services and the Card Issuer and the Check Provider promptly for all amounts outstanding in the Account. Upon termination, you authorize UBS Financial Services to liquidate all of your securities that cannot be transferred into your name and to distribute all such assets to you whether or not such liquidation and/or distribution shall cause taxable consequences to you. You further agree that UBS Financial Services may withhold from the assets then in the Account any amounts that UBS Financial Services reasonably

believes necessary to pay (1) any federal, state or local tax withholding obligations of UBS Financial Services and (2) for any outstanding debts to UBS Financial Services or the Card Issuer and the Check Provider or their respective affiliates or subsidiaries, and to apply such assets first to pay UBS Financial Services, and second to pay the Card Issuer and the Check Provider, if applicable.

#### **Additional Documentation**

Should any supplemental agreements be required as a result of your request for UBS Financial Services to approve additional services or features available from UBS Financial Services, or be required for any other reason whatsoever, you will execute UBS Financial Services' form of such agreements, which shall thereupon supplement and, if applicable, become part of this Agreement and apply to the Account.

#### **Waiver Not Implied**

UBS Financial Services' failure to insist at any time upon strict compliance with this Agreement or with any of its terms or any continued course of such conduct on UBS Financial Services' part shall not constitute or be considered a waiver by UBS Financial Services of any of its rights or your obligation.

#### **Binding Notice of Agreement**

You expressly agree that UBS Financial Services shall not be bound by any representation or agreement made by any of UBS Financial Services' employees or agents which purports to affect or diminish UBS Financial Services' rights under this Agreement.

#### **Accuracy of Reports; Communications**

You shall carefully review all monthly or quarterly account statements and confirmations promptly upon receipt for accuracy and consistency with your instructions and investment objectives. You shall immediately notify the Branch Office Manager of the UBS Financial Services Branch Office where the Account is maintained if such documents are not received in a timely manner or are inaccurate. Unless otherwise set forth in the Account Information booklet, confirmation of orders and monthly or quarterly statements of the Account shall be conclusive if not objected to in writing addressed to the Branch Office Manager of the UBS Financial Services Branch Office where the Account is maintained within ten days after mailing by UBS Financial Services to you. You acknowledge that UBS Financial Services may rely upon your failure to object in a timely manner to transactions or entries and shall not be responsible for losses which could have been avoided had you given prompt notice as provided above. All such documents shall thereafter be deemed accurate and in accordance with your instructions and investment objectives. Notwithstanding the foregoing, if you are mistakenly credited with funds or securities, you shall promptly return such funds or securities upon your discovery of the error or upon request by UBS Financial Services. UBS Financial Services shall not be responsible for any transactions not reflected on your monthly or quarterly statement unless an objection is made in writing to the Branch Office Manager in accordance with the above requirements. You shall notify UBS Financial Services in writing if you do not receive a confirmation within ten days from the date of a transaction.

You acknowledge and agree that UBS Financial Services may, from time to time, monitor and/or electronically record conversations between you and UBS Financial Services' employees or agents for the purpose of quality assurance, employee training, and the mutual protection of you and UBS Financial Services. Any such recordings may be offered by UBS Financial Services as evidence in any arbitration or other proceeding relating to this Agreement or the Account.

You acknowledge that the price of any security shown on a confirmation which has been executed on more than one exchange, or in more than one market, or had multiple executions, may be the average price of the security for those executions and agree to the use of such average price trades on confirmations issued by UBS Financial Services Inc. Actual prices, quantities of each execution and market of execution shall be provided upon written request.

#### **Written Notice**

Communications may be sent to you at your address or at such other address as you give to UBS Financial Services in writing. All communications so sent, whether by mail, telegraph, facsimile, electronic mail, messenger or otherwise will be considered to have been given to you personally upon such sending, whether or not you actually received them.

Except for ERISA Plans and Individual Retirement Accounts, where UBS Financial Services has forwarded proxy materials to you, and does not receive voting instructions from you within the designated time frame, UBS Financial Services will exercise its discretionary vote as recommended by the Board of Directors of the issuer of the security, where permitted by the rules of the New York Stock Exchange.

#### **Entire Agreement**

The provisions of this Agreement and the documents referenced herein constitute, and are intended to constitute, the entire agreement between you and UBS Financial Services with respect to the Account and supercede any prior agreements relating thereto. Other than as expressly provided in this Agreement, UBS Financial Services does not undertake any obligations and incurs no duties or obligations other than those set forth in this Agreement, statute or government regulation.

#### **Applicable Law**

This Agreement, its enforcement and the relationship between you and UBS Financial Services shall be governed by the laws of the State of New York, including the arbitration provisions contained herein, without giving effect to the choice of law or conflict of laws provisions thereof, and shall be binding upon you, your authorized agents, personal representatives, heirs, successors and assigns, provided that there is no inconsistency with the federal securities laws, and provided further in connection with any Card issued, the Cardholder Agreement shall be governed by federal laws and the law designated by the Card Issuer in the Cardholder Agreement. In the event that the arbitration clause contained herein is found to be unenforceable, you and UBS Financial Services agree that they will, for purposes of determining all matters with regard to this Agreement,

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. You also consent to service of process by certified mail to the Account's address of record and waives any forum non-conveniens and venue claims. You and UBS Financial Services agree that if any term, covenant, condition, or provision of this Agreement is held to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect, and shall in no way be impaired or invalidated and shall be construed (to the maximum extent possible) in such a way as to give effect to the intent of the invalid, void, or unenforceable provision in question.

#### **Arbitration**

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

- **Arbitration is final and binding on the parties. 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.**
- **The parties are waiving their right to seek remedies in court, including the right to jury trial. Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.**
- **Pre-arbitration discovery is generally more limited than and different from court proceedings. The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.**
- **The arbitrator's award is not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of rulings by the arbitrators is strictly limited. The arbitrators do not have to explain the reason(s) for their award.**
- **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 thereto, shall be incorporated into this agreement.**
- **You agree, and by carrying an account for you UBS Financial Services Inc. agrees, that any and all controversies which may arise between you and UBS Financial Services Inc. concerning any account(s), transaction, dispute or the construction, performance, or breach of this or any other Agreement, whether entered into**

prior, on or subsequent to the date hereof, shall be determined by arbitration. Any arbitration under this Agreement shall be held under and pursuant to and be governed by the Federal Arbitration Act, and shall be conducted before an arbitration panel convened by the New York Stock Exchange, Inc. or the National Association of Securities Dealers, Inc. you may also select any other national security exchange's arbitration forum upon which UBS Financial Services Inc. is legally required to arbitrate the controversy with Client, including, where applicable, the Municipal Securities Rule-making Board. Such arbitration shall be governed by the rules of the organization convening the panel. You may elect in the first instance the arbitration forum, but if you fail to make such election, by registered letter or telegram addressed to UBS Financial Services Inc. at 1200 Harbor Boulevard, 10th Floor, Weehawken, NJ 07086, Attn: Legal Department, before the expiration of five days (5) after receipt of a written request from UBS Financial Services Inc. to make such election, then UBS Financial Services Inc. may make such election. The award of the arbitrators, or of the majority of them, shall be final, and judgment upon the award rendered 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; who is a member of a putative class who has opted out of the class with respect to any claims encompassed by the putative class action until:

(I) the class certification is denied; (II) the class is decertified; or (III) 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 Financial Services Inc.

**You expressly waive any defense to service of process as set forth above.**

Item #CL-AC-TRUST-ESTATE (Rev. 4/07)

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