

# Important Information About Your Account Upgrade

This booklet contains agreements and disclosures applicable to your account and required by federal law.

Please keep this information for future reference.



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Call ResourceLine, our interactive voice response telephone unit, 24 hours a day, 7 days a week at 800-762-1000, Option 0, in the US Outside the US, call ResourceLine collect at 201-352-5257.

**TTY Services: Call 844-612-0986. Outside the US, call 201-352-1495.**

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# General Terms and Conditions

At UBS, we want all clients to be well-informed investors. During the account opening process and throughout your relationship with UBS, you will be presented with important disclosures, documents and forms that govern your relationship with us. It is important that you take the time to read and thoroughly understand this information.

This section defines the "General Term and Conditions" that apply to you and your Accounts. Please contact your Financial Advisor if you have questions or require more information.

Approval of your application for an account at UBS Financial Services Inc. ("UBS") is subject to our receiving a sign Client Relationship Agreement from you. If any additional agreements are required for the additional services or features you request, we will provide the necessary forms and documents. After you sign and return the necessary forms, the signed agreements will supplement and become part of your overall agreement and apply to your Account(s).

## Special Provisions for Joint Accounts

If you open an Account with more than one owner (a "Joint Account"), each Joint Account Holder agrees that any disputes that may arise between you and UBS Financial Services Inc. are subject to the arbitration and governing law clauses in the Client Relationship Agreement.

When we open additional joint accounts for the same account holders, we establish them with the same legal ownership as the most recently-opened joint account, unless we are instructed otherwise. For example, if you open an account as joint tenants with rights of survivorship, your next account with the same parties will also be established as joint tenants with rights of survivorship, unless you tell us you want a different type of ownership for that Account. If you request a different type of ownership, we will request your signature acknowledging that election. You are responsible for verifying that the designation you chose for your Account is valid in your state or other jurisdiction as joint ownership laws may vary. If no designation is made, then we will consider it to be held as tenants in common with equal ownership.

References to the particular form of joint ownership you selected for the Account reflect the form in which deposits to the Account are accepted and credited on our books.

Each Joint Account Holder has full power and authority to make purchases and sales, including short sales and the use of margin, to withdraw any Property individually or jointly, or to give any instructions for the Joint Account. We, the Card Issuer and the Check Provider are authorized and directed to act on instructions received from any Joint Account Holder and to accept payment and securities from any Joint Account Holder for credit to a Joint Account. When you hold a Joint Account, you each agree to be jointly and severally liable for all activity in the Joint Account and any debit balance or losses in the Joint Account.

For each Joint Account Holder who is also a Trust, you, the trustees, (1) confirm your authority, and the authority of your successor Trustees, and (2) represent that the terms of the Trust and applicable law permit you to commingle the assets of the Trusts, and to invest the Trusts' assets in common investments, and to hold such assets and investments in the Joint Account in the name of the Trusts as Tenants in Common. You authorize and instruct us to accept the instructions of any Trustee as a Joint Account Holder. You further agree that in no event shall UBS bear any responsibility to conduct, bear the costs of, or otherwise participate in any accounting as may be

necessary to determine the division of assets and liabilities among the Joint Account Holders.

Communications we send to any Joint Account Holder by mail or other means of communication will be binding on all Joint Account Holders. The individual authority of each Joint Account Holder to act in connection with the Joint Account shall continue until a reasonable time after we receive written notice from any Joint Account Holder closing the Joint Account. In our sole discretion we may (i) demand payment on any debit balance or loss at any time, (ii) suspend all activity in the Joint Account pending instructions from a court of competent jurisdiction, or require that instructions for the Joint Account or the Property in it be delivered in writing and signed by all Account Holders.

## Rights of Survivorship

If you have a Joint Account with rights of survivorship and any of the Joint Account Holders dies, all assets in the Account pass to the survivor(s) on the same terms and conditions as previously held, without releasing the decedent's estate from the liabilities.

## Property Distribution from a Joint Account

Before we distribute any Property from a Joint Account, we, the Card Issuer and the Check Provider are entitled to recover any costs we may incur, including reasonable attorney's fees, as a result of a dispute among Joint Account Holders relating to or arising from a Joint Account or the death of one or more Joint Account Holders.

The estate of a Joint Account Holder who has died will be liable and any survivors or heirs shall continue to be liable, jointly and severally, to us, the Card Issuer and the Check Provider for any debit balance or loss in the Joint Account as a result of transactions initiated before we receive notification of a death. The estate and survivors will also be liable for any losses incurred during the liquidation of a Joint Account or the adjustment of the interests of the surviving parties.

The Joint Account Holders on behalf of themselves, their estates and heirs agree to indemnify and hold harmless UBS, the Card Issuer and the Check Provider from and against any losses, causes of action, damages and expenses arising from, or as a result of, our following the instructions of any one of the Account Holders and from any liability for taxes owed or claims made by third parties in connection with a Joint Account.

## International Accounts

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

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

Throughout this Agreement, "you," "your" and "yours" refer to you as a Client(s) of UBS.

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

"Affiliates" refers to UBS Bank USA, UBS Credit Corp., and all other subsidiaries and affiliates.

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

Please consult your tax or legal advisor for information about the form of ownership that is appropriate for you. UBS and its employees and associated persons do not give tax or legal advice.

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

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

*UBS Financial Services Inc. is not a bank and does not represent itself as a bank. Your Account is not a bank account.*

*You may call Resourceline, our interactive voice response telephone unit 24 hours a day, 7 days a week, at 800-762-1000, Option "0," in the US Outside the US, call Resourceline collect at 201-352-5257.*

*For details on the "Check 21 Act," visit [www.fdic.gov](http://www.fdic.gov) and search for "check 21." In this section, the term "UBS Financial Services Inc." solely refers to UBS Financial Services Inc.*

investing in securities not registered under the US Securities Act of 1933; and 9) any other person or entity considered a US Person for purposes of Regulations under the US Securities Act of 1933.

### 529 Accounts

By investing in a 529 plan through UBS, it is important for you to read and understand the terms and conditions of the Plan Description which has been separately provided to you and which is available to you upon request by calling your Financial Advisor. Your UBS 529 account opening application will be deemed to be an Account Application for purposes of the 529's Participation Agreement. Any investment purchased outside of UBS through direct contribution to the 529 plan will default or be converted to the same single share class offered through the UBS platform.

### Power of Attorney

We have the right, in our discretion, to refuse to accept a Power of Attorney on your Account and/or request a certification from your doctor(s) as to your capacity, and you agree that we may refuse to honor any instructions from your agent if we determine, in our discretion, that it is necessary for your protection or ours to do so.

### Margin Accounts—Securities lending

If we lend your securities as described in the Margin Agreement, you may receive a "substitute payment" in lieu of a dividend. A substitute payment is a payment made to a securities lender such as UBS in lieu of a dividend while the securities are on loan.

According to the Internal Revenue Service, a substitute payment is not a "qualified dividend" and is taxed as ordinary income. When possible, we will ensure that individuals and certain qualifying trusts and estates receive qualified dividends rather than substitute payments.

If we are unable to do so, we will pay you additional compensation equal to the net, after-tax, difference between the highest federal tax rate applicable to investment income and highest federal tax rate applicable to dividend income.

We reserve the right not to pay additional compensation to you if we determine you are ineligible for the federal income tax reduction on qualified dividends.

In certain circumstances, industry regulations may limit your ability to exercise voting rights of securities that have been loaned or pledged to others. Therefore, you may receive proxy materials indicating voting rights for fewer shares than are in your Account, or you may not receive any proxy materials. We will determine which of your voting rights are limited via an impartial lottery allocation system. You agree to participate in the lottery allocation system and to be bound by its results.

For margin loans and securities loans made to you in connection with short sales, you authorize us to retain certain benefits (including, but not limited to, interest on collateral posted for such loans) to which you will not be entitled.

### Taxes and Withholding

All payments due under this Agreement or any other agreement between you and us must be made to us free and clear of any and all present and future taxes (including withholding taxes), levies, imposts, duties, deductions, fees, liabilities and similar charges other than those imposed on the overall net income of UBS.

If so requested by us, you will deliver to us the original or a certified copy of each receipt evidencing payment of any taxes or, if no taxes are payable in respect of any payment under this Agreement or any other agreement between you and us, a certificate from each appropriate taxing authority, or an opinion of counsel in form and substance and from counsel acceptable to us in our sole and absolute discretion, in either case stating that the payment is exempt from or not subject to taxes.

If any taxes or other charges are required to be withheld or deducted from any amount payable by you under this Agreement or any other agreement between you and us, the amount payable will be increased to the amount which, after deduction from the increased amount of all taxes and other charges required to be withheld or deducted from the increased amount payable, will yield to us the amount otherwise stated to be payable under this Agreement or any other agreement between you and us.

If any of the taxes or charges are paid by us, you will reimburse us on demand for the payments, together with all interest and penalties that may be imposed by any governmental agency or we may add such charges to the brokerage and/or advisory fees charged to the account.

We have not provided nor will provide legal advice to you or any other person regarding compliance with (or the implications of this Agreement or any other agreement between us under) the laws (including tax laws) of your jurisdiction or any other jurisdiction. You are and shall be solely responsible for, and we shall have no responsibility for, compliance with any and all reporting and other requirements arising under any applicable laws.

### Check-Writing

If you have requested the check-writing feature on one or more of your eligible Accounts (including credit line checks drawn on a Credit Line Account), you may write checks or authorize drafts against your Account, which will be serviced by our Check Provider. You may use these checks or authorize these drafts only in conjunction with your Account and only up to amounts within your Account's "Withdrawal Limit" as described in the section below titled "Withdrawals." Checks that exceed your Account's Withdrawal Limit may be returned unpaid. By using your checks, you authorize us to reimburse the Check Provider in federal funds when your checks or drafts are presented. You also authorize us to debit your Account automatically on or after the day the checks or drafts are received by the Check Provider.

You agree to have sufficient assets in your Account on the day you write a check or authorize a draft through the day your Account is debited to pay for the check or draft.

You understand that your Account checks may be used in the same manner and are subject to the normal procedures, rules and regulations as checks drawn on an account maintained with the Check Provider.

You authorize the Check Provider to honor:

1. Checks bearing a drawer signature that the Check Provider reasonably believes to be authorized,
2. Checks bearing only one signature unless you instruct the Check Provider in writing that multiple signatures are required, and
3. Unsigned drafts presented by third parties that the Check Provider reasonably believes you have authorized.
4. If you use a facsimile signature, checks that bear or appear to bear your facsimile even if it was made by an unauthorized person or with a counterfeit facsimile device. You accept all responsibility to maintain control of such devices and agree to promptly review your statements to determine if there has been any unauthorized use.

You agree that we are not required to honor any restrictive legend on checks that you write. Samples of restrictive legends are "void after 90 days" or "not valid for more than \$1,000."

You agree to pay a charge for checks returned for insufficient funds or for checks that are paid even though they exceed the Withdrawal Limit. We may charge for excessive check writing (e.g., over 100 checks per month). Please see the "Fees and Charges" section of this booklet for additional information.

You agree to notify UBS Financial Services Inc. immediately if you discover the loss, theft or unauthorized use of your checks, and any unauthorized or missing signatures on or alterations of checks, by calling ResourceLine.

You are required to notify UBS Financial Services Inc. of any claimed errors regarding checks reflected on the statement, or of any unauthorized or missing signature on or alteration of such checks ("Discrepancies"). If you do not notify UBS Financial Services Inc. of any Discrepancies within thirty (30) days after your statement was mailed or made available to you, then (1) you agree that your statement and all checks reflected on it will be deemed conclusively correct and authorized; (2) UBS Financial Services Inc. will not be liable for any checks paid or charged to the Account or for any Discrepancies regarding checks reflected on the statement; and (3) you may not assert a claim against UBS Financial Services Inc. or the Check Provider with respect to the Discrepancies. You agree that our liability to you for claims relating to Discrepancies is governed by this Agreement, as amended. These terms do not change your rights, including the time for making claims and giving notifications, under the Check 21 Act. If any section of this Agreement is unenforceable with respect to a particular claim, such claims shall be resolved in accordance with applicable law. In the event of a conflict between this Agreement and applicable law, this Agreement shall control to the extent of such conflict.

Even if you notify us timely as required above, if losses arising from a check occur from your negligence, you may be liable for that loss. Examples of negligence include:

- Unauthorized use of signature machines or stamps;
- Blanks or spaces in required check fields;
- Checks written in pencil;
- Entrusting checks to a wrong person;
- Writing checks payable to "cash;"
- Failing to report or discover wrongdoing, including your failure to report Discrepancies within the thirty (30) day period described above.

#### Stop Payments on Checks

You or any Account owner or authorized signer may, at your risk, request a stop payment order on checks or other items drawn on your Account that have not already been paid by calling ResourceLine. You must provide the account number, the check number and exact amount of the check, so that we may identify the check, and you must give us sufficient notice (up to one full business day) so that we have a reasonable opportunity to act on your request. We may require you to confirm your instructions in writing. You agree to pay our then-current fees for stop payment orders. Please refer to the Fees and Charges section herein for information about stop payment fees.

Stop payments on checks generally expire six months from the date that the order is received by UBS Financial Services Inc., although we may in our sole discretion, honor a stop payment order for a longer period without notice to you. You may ask us to renew your instructions for additional six month periods. Each renewal is treated as a new order. We may pay any item if it is presented for payment after an order expires.

If we pay an item while a valid and timely stop payment order is in effect, we may be liable to you only for your actual damages, up to the amount of the item. You must prove the fact and amount of any loss. We may withhold re-crediting your Account pending completion of our investigation. You agree to assign any claims you may have relating to the item when we re-credit your Account. You agree to cooperate in any investigation and with enforcement of subrogation rights.

Check Image Processing; Copies of Your Checks Financial institutions may use electronic images of paper checks. When you use our check writing features for eligible Accounts, you authorize us and the Check Provider to treat a check image created from your original paper check in the same manner as the original paper check. If you deposit

a check with us, we, or the financial institutions processing it, may convert it to a check image for collection. If that check image is returned unpaid, we may return a check image to you (or other copy of the check), not your original paper check.

You may request a copy of paid checks from us. We may impose a fee to respond to these requests. The original paper check that you write and provide to a payee will not be provided to you after payment, and may be destroyed.

#### UBS Visa Debit Card

If you requested one or more debit cards for your eligible Accounts (each, a "Card"), you authorize us and the Card Issuer to process Card transactions on your behalf as described below. Use of your Card(s) in connection with your Account will also be governed by the terms and conditions contained in the Cardholder Agreement. You agree to comply with these terms and conditions.

You understand that the Card Issuer will allow Card transactions up to an amount set by UBS or the "Withdrawal Limit", whichever is less. You agree to have sufficient available assets in your Account to make payment in full for Card transactions as they become due under the Cardholder Agreement. You also understand that if sufficient assets are not available to cover Card transactions, the Card Issuer may suspend and/or cancel your Card.

By accepting a Card, you agree that you will not dispose of your assets in your eligible Account or any other Account you may have with us, if that would negatively affect your ability to pay for your Card transactions as they become due under the Cardholder Agreement. You understand and agree that we have the right to apply assets in any of your Accounts, or to pursue any of your other assets to pay debts incurred on your Card.

#### CashConnect Feature for the UBS Credit Cards

If you apply for and receive a UBS Visa Signature credit card, UBS Visa Infinite credit card, UBS Visa Signature Business card, UBS Visa Infinite Business card or UBS Cash Rewards Visa Business card (each, a "UBS Credit Card") from the ("UBS Credit Card Issuer"), you authorize us to transfer funds to the UBS Credit Card Issuer from your Account to repay any cash advances that the UBS Credit Card Issuer tells us you received through your UBS Credit Card at Automated Teller Machines (ATMs) and/or financial institutions (Cash Advances). Transfers will be made each business day to repay Cash Advances obtained that day. Transfers will be made up to your Withdrawal Limit. You authorize the UBS Credit Card Issuer and us to share information regarding Cash Advances in order to facilitate the CashConnect feature. The terms of Cash Advances, and the posting of CashConnect transfers to the UBS Credit Card, are the responsibility of the UBS Credit Card Issuer and not us.

The CashConnect feature will apply automatically when you obtain a UBS Credit Card and is subject to the terms of the Bill Payment and Electronic Funds Transfer Service Agreement, even if you do not enroll in the service. Transfers from your Account to pay Cash Advances are considered to be electronic funds transfers for purposes of this Service Agreement.

If you have any questions regarding the CashConnect feature, please call us at 800-762-1000.

#### Automatic Repayment of Cash Advances Through CashConnect

The CashConnect feature on your UBS Credit Card account will automatically repay new Cash Advances obtained from ATMs and financial institutions (CashConnect Cash Advances), each night, with available funds (up to your Withdrawal Limit, as defined in the Agreements and Disclosures document found at [ubs.com/disclosedocuments](http://ubs.com/disclosedocuments)), from your UBS Resource Management Account (RMA) or your UBS Business Services Account BSA (either referred to as UBS Account).

References to UBS Cards, Card Issuer, Checks and Check Provider apply only if you have requested those services.

"Automatic Payments" are transactions initiated by an external financial institution to process a withdrawal from a UBS account into an external account.

For additional information on payments to UBS and our processors, see the "Security Interest" section of your Client Relationship Agreement.

"Debits" are amounts due to us on settlement date for securities purchases and other debits and fees from the Account, including, without limitation, margin loans and fees.

"Charges" are amounts due us or the Check Provider or Card Issuer for checks, bill payments and electronic funds transfers, Card transactions and Automatic Payments.

"Designated Internal Account" and "Authorized Outside Account" are defined in the Bill Payment and Electronic Funds Transfer Service Agreement.

Please refer to the UBS Bank Sweeps Program Disclosure Statement, and the UBS FDIC-Insured Deposit Program Disclosure Statement in this booklet for information about these programs.

To order deposit tickets, call the Service Group at 800-762-1000 or use the reorder form in your deposit booklet. If you enroll in Online Services, you can order them online.

A returned check deposit fee applies when a check deposited to your account is returned for insufficient funds.

Business days are Monday through Friday. Bank holidays in the State of New York and New York Stock Exchange holidays are not business days.



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

*For more information on "Withdrawal limits", see the paragraph titled "Withdrawals" below.*

*"Cardholder Agreement" refers to the "UBS Visa Debit Cardholder Agreement" section included in this booklet.*

*If you have questions about your UBS Visa Debit card(s), call your Financial Advisor.*

*The fees for UBS Cards are described in the additional disclosures.*

*References to UBS Cards, Card Issuer, Checks and Check Provider apply only if you have requested those services.*

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

The *CashConnect* feature does not repay Cash Equivalent transactions. If margin is used, then the margin rate will be applied. The *CashConnect* feature is available only for cardholders who have the UBS Credit Card connected to a UBS Account. You will incur no interest charges on *CashConnect* Cash Advances, as long as there are sufficient available funds (up to your Withdrawal Limit) in your UBS Account to repay your *CashConnect* Cash Advances transaction in full when we first seek payment from your UBS Account. If sufficient available funds (up to your Withdrawal Limit) are not available in your UBS Account to pay off your *CashConnect* Cash Advances balance in full, then the APR on Cash Advances (as listed in the Account Summary Table) will apply as of the original transaction date (or posting date for Puerto Rico and Iowa personal credit cards or Puerto Rico for business credit cards) on any remaining balance. You will be charged the APR on Cash Advances on your remaining *CashConnect* Cash Advance balance until it is repaid in full. Applicable ATM surcharge fees may apply. No other account balances are paid through the *CashConnect* feature. If you have a UBS Account and choose not to participate in the *CashConnect* feature, please contact UBS Financial Services Inc. at 800-762-1000.

#### Limitations on Checks and Cards

You agree that checks, Cards and Credit Cards (Cards and Credit Cards together are referred to as UBS Cards) issued in connection with your eligible Accounts cannot be used to purchase securities or any other products or services offered through UBS. You further understand and agree that we may request, and the Card Issuer and Check Provider may provide us with copies of checks, UBS Card transactions, bill payment and/or other drafts or other transactions processed from your Account(s).

#### Deposits; Our Use of Free Credit Balances

You can make deposits by check, federal funds wire, direct deposit, or the Electronic Funds Transfer Service. Direct deposits are transactions initiated by an external financial institution to process a deposit into a UBS account from an external account. Checks for deposit to your Account should be made payable to, or be endorsed to: UBS Financial Services Inc., or UBS Financial Services Inc. for the benefit of [Your Name] and/or [Title of Account].

If we take a check or other item (as defined in the Uniform Commercial Code) in foreign currency for deposit or collection, you will bear all currency exchange rate risk.

To deposit federal funds into your account, instruct your bank to wire the funds to:  
 UBS AG  
 ABA #026007993  
 UBS Financial Services Inc. A/C #101-WA-258641-000  
 F/C UBS-FINSVC [Title of account]  
 A/C UBS-FINSVC [UBS account number]

The wire must include your name and Account number as indicated above. If we receive funds in the Account by noon, Eastern time, on a business day, they will be swept into the Sweep Option on that business day provided that the cumulative balance in your Account is \$1.00 or more.

Federal funds received after that deadline will be swept into the Sweep Option at noon, Eastern time, on the next business day if the cumulative balance in your Account is \$1.00 or more. However, funds credited to your Account will not be swept into the Sweep Option or increase your Account's Withdrawal Limit until all debits and charges to your Account are satisfied.

You acknowledge that interest will not be paid to you on free credit balances in your Account unless we agree to do so in writing. Non-commodity free credit balances in your Account are not segregated from other cash balances and we may use any such funds in the ordinary course of our business.

#### Withdrawal Limit and Withdrawals

Your Account's Withdrawal Limit is the amount of funds available for securities purchases, check writing, UBS Visa Debit card transactions, *CashConnect* Cash Advance repayments, Bill Payments and Electronic Funds Transfers, and Automatic Payment transactions on any particular day. It is the combined total of any uninvested cash in your Account, plus balances held in Sweep Options and, if you have margin, or margin is required to be collected, the margin loan value of securities available in the Account (Available Margin). You agree that we have the right to withhold the redemption, liquidation or withdrawal of proceeds or other payments from your Account until all funds deposited in your Account have been collected from other financial institutions. In some cases, it may be necessary for us to delay acting on instructions or effecting payments until your Account contains funds sufficient to meet your obligations.

If you use the Account as collateral for a liability, we will reduce your Withdrawal Limit by the amount we determine necessary to secure that liability. For example, if your Account is subject to a Credit Line Account Application and Agreement or a Credit Line Guarantee Agreement, or if you use it to repay an obligation or other amount you owe us, your Withdrawal Limit will be reduced by the amount that we determine necessary to secure such liability.

We reduce the Withdrawal Limit each time you generate a Debit or Charge in the Account, for example, when:

- You purchase a security (excluding Sweep Funds and other Sweep Option purchases).
- A check or draft drawn on the Account is paid.
- An item deposited to the Account is returned uncollected.
- A credit to the Account is reversed.
- A fee is paid to us or to a third party.
- A bill payment or electronic funds transfer is made.
- An automatic payment is withdrawn from the Account.
- A cash withdrawal at an ATM or teller with a UBS Visa debit card is made.
- A UBS Visa debit card purchase is debited, or a pending debit reflecting such a purchase is applied to the Account, or
- A repayment for a *CashConnect* Cash Advance is made to your UBS Credit Card.

Similarly, we increase your Account's Withdrawal Limit after you place funds into it as follows:

1. The same business day if by cash, federal funds wire transfer, direct deposit, a UBS check (other than checks written by you or any other client), electronic funds transfer from Designated Internal Account, or a Foreign Collection Credit.
2. One (1) business day later if by money order, certified check, traveler's check or US government check drawn on a Federal Reserve Bank.
3. Three (3) business days later if by electronic funds transfer originated using UBS Electronic Funds Transfer Services, from an Authorized Outside Account.
4. Three (3) business days later if by bank check, local and non-local check (as defined in Federal Reserve Board Regulation CC) or Limited Partnership Distribution (LPDI security number required.)
5. Five (5) business days later if by third party check.

We will not increase your Account's Withdrawal Limit to reflect an electronic funds transfer originated using UBS Electronic Funds Transfer Services into the Account from an Authorized Outside Account for up to three (3) business days after the date the transfer is completed. Such funds, however, will be available for the deposit into, or purchase of, Sweep Option vehicles and securities within one (1) business day after the date the transfer is completed.

In general, we will increase your Account's Withdrawal Limit when your Account is credited with dividends, interest or returns of capital, and on settlement date each time you sell securities or otherwise generate a free credit balance in the Account. For accounts with margin, the Withdrawal Limit is increased when your Available Margin increases



because the value of marginable securities held in the Account increases or your margin debt to us decreases. As a general rule, we value securities based on either closing prices on the previous business day for which prices were available, published bids or offers on that day, bids or offers from dealers in securities on that day or valuation information from other sources we deem reliable. We may adjust the value of securities to reflect the risks associated with liquidating them.

All funds deposited into an Account open for fewer than 90 days will be encumbered for five business days except for the types of deposits described in items one and three above.

We will redeem or withdraw, as applicable, Sweep Option holdings automatically to satisfy outstanding debits or charges.

**Liability for Backup and other Tax Withholding**

If it is determined that you owe either backup withholding tax or non-resident alien withholding tax under the Internal Revenue Code (collectively, US Withholding Tax) for either a current or prior year, we retain the right to satisfy such US Withholding Tax from payments made to your accounts or the funds in your Accounts. You agree not to hold us liable for either the amount withdrawn from your Accounts to satisfy your withholding tax liability or for any claim, action or any other legal proceeding that may be brought against you by third parties if the exercise of our right results in insufficient funds in your Account to cover your obligations to such third parties.

**Limitations of Liability**

Except when not waivable under the law or rules of an applicable forum or tribunal, in no event shall UBS or our directors, officers, employees, contractors and/or agents be liable to you for any reason for: (a) any indirect special, indirect, consequential, punitive or exemplary losses or damages arising out of your Agreements with us and/or any services we provide to you; (b) any loss of goodwill, reputation or opportunity; any loss of revenue or profits, any loss of anticipated savings or any loss of or corruption of data; (c) any loss or damage arising out of any breach of this Agreement or any other of your agreements with us by you or any person using Your Credentials or Your Devices; (d) any loss or damage arising out of any error made by you or any person using your Credentials or Your Devices in inputting your data into the e-Services or otherwise manipulating or tampering with our data in connection with the e-Services; or (e) any other user error, or hardware, platform or internet faults or failures in using the e-Services; whether or not UBS had been informed of or was aware that there was a serious possibility of such loss.

You agree that we shall not be liable for any loss caused directly or indirectly by: our following your instructions; or by any contingency beyond our reasonable control, including but not limited to: acts of war, natural disasters, power outages or a network or systems failure, government restrictions, exchange or market rulings, unscheduled closures of clearing organizations, markets and exchanges, trading halts, market volatility, trading volumes, disruptions in orderly trading or other exchange conditions, sabotage, computer virus, hacking or other unauthorized access or systems breach, delays in transmission of orders due to failures of any communications or trading facilities or other systems; or by the default or non-performance by any exchange, market, clearing organization, depository or other third party to us of its obligations in respect to any transactions or Property in your Account; or with respect to electronically provided market data or other information provided by us or third parties, any flaw in the timing, transmission, receipt, or substance, regardless of who or what has caused it to occur.

If we receive conflicting or inconsistent instructions from any persons authorized or purporting to be authorized on the Account, you agree that we may refrain from taking any action with respect to the Account until the conflict is resolved, as determined in our sole discretion.

**Payment of Obligations**

You authorize us to pay for all Obligations you incur. Obligations include the amounts you owe UBS for purchases of securities, commodities and other products, checks, federal fund wires and other disbursements from your Account, our fees and charges, customary transactional and brokerage fees, as well as interest you may owe us as a result of margin loans or otherwise. Obligations also include amounts we pay others, including the UBS Credit Card Issuer and the Check Provider, in connection with transactions for your Account, including corporate action and settlement fees that issuers, transfer agents, agent banks or depositories impose for particular transactions and events, such as odd lot tenders and optional dividends, conversion fees and shareholder service fees for depository receipts, transfer fees, re-registration fees, stamp duties and any taxes imposed, including sales, capital gains, excise and financial transaction taxes. Obligations also include any Card transactions, automatic repayment of cash advances through *CashConnect*, Automatic Payments, bill payments and electronic funds transfers, draft or check charges and any other means by which you authorize us or a third party to debit your account(s). In the case of the Card Issuer or Check Provider, however, debits are limited to the amount of your Withdrawal Limit. This authorization is in addition to any other rights we may have, including the Security Interest granted to us in the Client Relationship Agreement.

The obligations discussed here are collectively referred to as "Permitted Payments."

**Cash Sweep Options**

Our current Sweep Options and eligibility requirements are described below and include deposit accounts at affiliated and non-affiliated banks and Sweep Funds.

Please note that the yields for each Sweep Option will be different and may vary. Current yields may be obtained from your Financial Advisor or from: [ubs.com/us/en/wealth/misc/accountsweep/yields](https://ubs.com/us/en/wealth/misc/accountsweep/yields). Each Sweep Option is subject to different risks and account protection features.

<b>If your Account/ Ownership Type is...</b>	<b>Your Eligible Sweep Option is...</b>
<ul style="list-style-type: none"> <li>Financial Institutions</li> <li>Corporate Cash Management Account</li> </ul>	Sweep Fund (UBS RMA Government Money Market Fund)
<ul style="list-style-type: none"> <li>403(b) account</li> <li>Qualified Plan with pooled structure (including Accounts of Participants)</li> </ul>	Sweep Fund (UBS Liquid Assets Government Fund)
Trusts where all beneficiaries are natural persons and/or non-profit entities	UBS FDIC-Insured Deposit Program
All Other Ownership Types	UBS Bank Sweep Programs

**UBS Bank Sweep Programs**

Most clients will be eligible for one of the UBS Bank Sweep Programs. The term "UBS Bank Sweep Programs" collectively refers to the UBS Deposit Account Sweep Program, the UBS Business Account Sweep Program, and the UBS Insured Sweep Program. In the UBS Deposit Account Sweep Program and the UBS Business Account Sweep Program, available cash balances in eligible Accounts are deposited in FDIC-insured deposit accounts at Bank USA. Certain Accounts in these programs may also sweep into UBS AG, Stamford Branch, an affiliate of UBS. Deposits placed at UBS AG, Stamford Branch are not insured by the FDIC. In the UBS Insured Sweep Program, available cash balances are deposited in FDIC-insured deposit accounts at Bank USA and one or more depository institutions specified in the Bank Priority List for the program provided in this Agreement. The Bank Priority List is also available at [ubs.com/bankprioritylists](https://ubs.com/bankprioritylists).

*This column contains important definitions applicable to your Agreement with UBS.*

*See the "Withdrawals" section in this document for more information, including for reference to your Account's Withdrawal Limit.*

*"Sweep Options" refers to the options made available by UBS for the automatic investment or deposit, ("sweep") of available cash balances in your Account. Sweep Options include the UBS Bank Sweep Programs, the UBS FDIC-Insured Deposit Program, the Sweep Funds, and any other sweep investments we may make available from time to time for eligible Accounts.*

*"Sweep Funds" refers to one or more of the UBS money market funds UBS may make available as a Sweep Option. Sweep Funds are described in the respective prospectus for each fund.*

*The "UBS Bank Sweep Programs" refers to the UBS Deposit Account Sweep Program, the UBS Business Account Sweep Program, and the UBS Insured Sweep Program, as more fully described in the UBS Bank Sweep Programs Disclosure Statement.*

*"Taxable Sweep Funds" include the UBS RMA Government Money Market Fund and the UBS Liquid Assets Government Fund.*

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

*UBS Bank USA (Member FDIC) (“Bank USA”) is an FDIC-member bank affiliate of UBS*

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

*“Plans” refers to employee benefit plans qualified under Section 401(a) of the Internal Revenue Code of 1986, as amended, or under any other employee retirement or welfare plan subject to the Employee Retirement Income Security Act of 1974, as amended (ERISA). “Participant” refers to a participant in a Plan who has established a Securities Account for purposes of participation in the Plan. UBS Bank USA (Member FDIC) (“Bank USA”) is an FDIC-member bank affiliate of UBS.*

*“Sweep Fund” refers to one or more of the UBS money market funds made available as a Sweep Option as described in the prospectus for each money market fund.*

Please refer to the UBS Bank Sweep Programs Disclosure Statement on page 43 for more detailed information regarding these programs and FDIC insurance.

#### *UBS FDIC-Insured Deposit Program*

Accounts owned by a trust are eligible for the UBS FDIC-Insured Deposit Program as long as no trust beneficiary is a for-profit business entity. Through this program, available cash balances are swept to deposit accounts at participating banks—up to \$249,000 at each participating bank. Bank USA is a participating bank. The other participating banks are specified in the Bank Priority List for the program provided in this Agreement. The Bank Priority List is also available at [ubs.com/bankprioritylists](https://ubs.com/bankprioritylists). Deposits are insured by the FDIC up to applicable limits and subject to FDIC rules. **You are responsible for monitoring the total amount of deposits to determine the extent of FDIC deposit insurance coverage available to you.**

Please refer to the UBS FDIC-Insured Disclosure Statement on page 60 for more detailed information regarding the program and FDIC insurance.

#### *FDIC Insurance—General*

Funds on deposit at Bank USA and at participating banks in the UBS Insured Sweep Program and UBS FDIC-Insured Deposit Program are eligible for deposit insurance from the FDIC up to \$250,000 (including principal and accrued interest) for each insurable capacity in which you own your Account (e.g., individual, joint, corporate, IRA). If you have more than one Account you own in the same insurable capacity that sweeps to Bank USA or to a participating bank, the amount deposited may exceed the amount covered by FDIC insurance. **You are responsible for monitoring the total amount of deposits to determine the extent of FDIC deposit insurance coverage available to you.**

#### *Sweep Funds*

Accounts that are not eligible for the UBS Bank Sweep Programs or the UBS-FDIC-Insured Deposit Program may have available cash balances automatically invested in a Sweep Fund.

The Sweep Funds are subject to eligibility requirements as described in the prospectus for each **Sweep Fund. Sweep Funds are not available to non-US residents.** UBS Asset Management (Americas) Inc. is the investment advisor for all of the Sweep Funds. You may also own shares of a Sweep Fund if your Account is owned by a business entity and you participate in the UBS Bank Sweep Programs.

In connection with the Sweep Funds, UBS receives: (1) service fees from certain of the Sweep Funds via payments by their principal underwriter; (2) transfer agency related delegated service fees from the transfer agent for those same Sweep Funds; and (3) revenue sharing payments for the same Sweep Funds from UBS Asset Management (Americas) Inc. (UBS AM) related to assets in the Sweep Funds. Service fees are paid monthly at an annual rate of up to 0.25% of a Sweep Fund’s average daily net assets. Revenue sharing payments for the Sweep Funds are paid to UBS by UBS AM.

**An investment in a money market fund is not insured or guaranteed by the FDIC or any other government agency. Although each fund seeks to preserve the value of your investment at \$1.00 per share, it is possible to lose money by investing in a money market fund. Money market funds are sold by prospectus, which includes more complete information on risks, charges, expenses and other matters of interest. Investors should read the prospectus carefully before investing in a fund.**

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

A prospectus for each Sweep Fund may be found at [usmoneymarketfunds.com/all-funds.html](https://usmoneymarketfunds.com/all-funds.html). You may also

contact your Financial Advisor for a copy of a prospectus. Please see the Account Protection section in the Additional Disclosures Section of the Agreements and Disclosures Pages for more information.

#### **Order of Permitted Payments**

We will deduct any Permitted Payments from your Account up to your Account’s Withdrawal Limit in the following order:

1. From free credit balances, if any, held in the Account pending investment;
2. From the withdrawal, or proceeds of a redemption or liquidation of Sweep Option holdings, if any, in the priority described below;
3. From Available Margin in the Account, if it has margin; and
4. From the proceeds of the sale of mutual fund or eligible equity holdings, to the extent of any unpaid fees, as more fully described in the Fees and Charges section of this booklet.

As your Available Margin will fluctuate with securities prices, your Account’s Withdrawal Limit will also fluctuate. You will not incur the cost of margin loans until all free credit balances and Sweep Option holdings are fully used. When Permitted Payments are deducted from your Account’s Available Margin, the resulting debit balance will be subject to interest at the same rate applicable to all margin loans.

#### *Liquidation Sequence for Payments from Sweep Options*

You acknowledge and agree that we will deduct Permitted Payments from Sweep Options in the following order:

1. By selling shares you may have in any Taxable Sweep Funds;
2. By selling shares you may have in any Tax-Advantaged Funds;
3. If your Sweep Option is one of the UBS Bank Sweep Programs, by withdrawing funds from your deposit accounts at UBS AG (Stamford Branch), if applicable, and then, if necessary from your deposit accounts at Bank USA; and
4. If your Sweep Option is the UBS FDIC-Insured Deposit Program, by withdrawing balances from (i) your deposit accounts at Bank USA to the extent those balances exceed the “Deposit Limit” (\$498,000 for joint accounts and \$249,000 for all other accounts), (ii) then from the participating non-affiliated banks and (iii) then from your remaining balances in deposit accounts at Bank USA.

#### **Transferring Funds Electronically**

When you give UBS instructions to accept or transfer funds electronically to or from your Account to any bank or other entity, you agree to provide us with an accurate name and account number designating the account to receive such funds or from which such funds are to be sent.

You acknowledge that neither we 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 on the name or account number you provide. You agree to indemnify and hold us harmless from and against any and all cost, expense, claims or liabilities arising from any inaccurate name or account number you may have provided.

When we accept or transfer funds, neither we nor the bank or other receiving or transmitting entity is under any obligation to determine whether the name and number you provided refer to the same person or entity. Any transfer we make for your Accounts through the Automated Clearing House (ACH) system is governed by the Bill Payment and Electronic Funds Transfer Service Agreement in this booklet and the Electronic Funds Transfer Act (“EFTA”) and Regulation E.

Remittance Transfers are a type of payment order initiated by a consumer primarily for personal, family or household purposes to a designated recipient in a foreign country. Remittance Transfers are governed by EFTA and

Regulation E, which provide consumer protections relating to disclosures, cancellation and the resolution of errors. However, in the event you provide an incorrect recipient account number or recipient institution identifier in connection with a Remittance Transfer, you could lose the transfer amount.

### Instructions and Authorizations, Orders, Executions, Principal and Agency Capacity, Deliveries, and Settlements

You agree that we may act upon the verbal instructions of you, any Account Holder or an authorized agent's verbal instructions.

Your authorizations and instructions will remain in effect until a reasonable time after we receive notice from you to revoke them.

In giving orders to sell, you will inform us which sales are "short" sales and which are "long" sales. In case of non-delivery of a security, you authorize us to purchase the security to cover your position and charge any loss, commissions and fees to your Account. You agree that if we do not receive payment for securities you have purchased, we may sell Property we hold in any of your Accounts at your risk and expense without prior demand or notice.

If you are an institutional client or submit an order for 10,000 shares or more, you agree that we may trade the same equity security for our own account at a price that would satisfy your order unless you notify us otherwise. You may withdraw this consent on an order-by-order or blanket basis by contacting your Financial Advisor.

You understand that we may trade securities in more than one marketplace. You may direct that an order to purchase or sell securities be executed on a specified exchange or market center and we may agree to your request. In all other cases, you understand that we will, in our sole discretion, and subject to applicable regulatory requirements, execute your 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, without prior notice to you. You authorize us to execute trades through an electronic communication network, alternative trading system, or similar execution system or trading venue at our discretion. You acknowledge that UBS may have an ownership interest in one or more of such systems or venues, and you specifically authorize us to execute trades through any such system or venue.

You understand that UBS or its affiliates may execute securities transactions in your Account acting as principal, as permitted by law, and you direct us to do so where we would execute such a trade as principal in the ordinary course of our business. Likewise, we may expressly direct our clearing affiliates to enter into a principal transaction when we would ordinarily execute a transaction as principal.

We may deal with market makers or members of any exchange known as specialists or odd-lot dealers. In the execution of your orders, they may act as sub-brokers for you and may also buy or sell Property for themselves as dealers for their own account.

### Products Recommended Must Be Offered by UBS

Please note that your Financial Advisor may only recommend or refer you to investments and products that are offered for sale by UBS or through the UBS platform. For most products that are offered by UBS you will receive a trade confirmation and these investments will be reflected on your statement of account (limited exceptions include certain insurance products and referral arrangements). Trade confirmations which indicate "Solicited" highlight transactions which were recommended by your Financial Advisor. Please review your trade confirmations and account statements promptly to ensure they are accurate and consistent with your instructions and investment objectives. If you do not receive a trade confirmation

or have any questions or concerns about whether a recommended product or service is offered by UBS or through our platform, please contact a member of your Financial Advisor's management team at your branch office or market location.

### Principal, Interest and Dividend Payments

UBS may credit your Account with principal, interest, dividend and redemption payments for securities in your Account on the stated payable date, however we will be entitled to recover any such payments from you if they are not actually received from the trustee or paying agent. You may enroll for automated periodic distributions by check or ACH transfer of dividend and interest payments that have been received for your Account.

### UBS Dividend Reinvestment Program Disclosure Statement

Through the UBS Dividend Reinvestment Program, you can reinvest the dividends you receive for eligible common and preferred stocks, closed-end funds, real estate investment trusts and master limited partnerships listed on several major stock exchanges or quoted on the National Association of Securities Dealers Automated Quotation Service (Nasdaq). UBS also offers dividend reinvestment for certain unit investment trusts, which permits you to invest those dividends in shares of designated UBS Global Asset Management (US) Inc. mutual funds. (Prospectuses for these funds are available from your Financial Advisor).

We can also reinvest dividends from certain other securities for you through the Depository Trust Company (DTC), in some instances, at a discount. We currently do not charge commissions or fees for you to purchase securities through this program. Eligible securities must be held in "street name" (which means UBS Financial Services Inc. holds them for your benefit and for your account) in order to participate in this program. Contact your Financial Advisor to enroll in dividend reinvestment, either for all eligible securities or for specific securities, or to change or cancel your enrollment. Your enrollment and any changes will become effective within a reasonable time after we receive your instructions.

We credit cash dividends you receive from eligible securities (less any required withholding) to your Account on the date they are paid. We debit reinvestable dividends from eligible securities in your Account on the date received and use them to purchase additional shares of the same security.

As we cannot purchase fractional shares, a specific number of whole shares plus a cash credit for any residual balance from the dividend payment will be credited to your Account at the end of the reinvestment process.

We purchase dividend reinvestment shares on your behalf by one of two methods:

- Through the UBS Dividend Reinvestment Program in open market transactions or from our inventory, or
- Through the DTC Dividend Reinvestment Program.

### Reinvestment Methods

For purchases made on the open market or from our inventory, we aggregate all dividends from your designated, eligible securities and purchase enough shares to complete those transactions for you. These reinvestment transactions will be completed on the dividend payable date. You may receive an average price per share of the reinvestment purchase for each eligible security, if the shares are purchased in multiple transactions on multiple exchanges or through similar methods.

For reinvestments made through DTC, we send the funds to be reinvested to DTC, which purchases whole shares on your behalf, consistent with its standard program and each company's particular dividend reinvestment plan. The sale of shares to generate cash to pay residual balances may involve a small difference, positive or negative, between the dividend reinvestment price supplied by the company and the market price at which the fractional shares are sold. Generally, because of processing time, reinvestments made through DTC may take 10 to 15 business days after

*Not all assets qualify as Marketing Relationship assets. For more information, contact your Financial Advisor.*

*Please refer to "Conducting Business with UBS-important distinctions between brokerage and advisory services" for more information about our responsibilities as a broker-dealer and as an investment advisor. If you have questions, call your Financial Advisor.*

*If you have questions about the tax consequences of any of your holdings, please consult your tax advisor. UBS does not provide legal or tax advice.*

*Carefully review all your account statements and transaction confirmations as soon as you receive them to ensure they are accurate and consistent with your instructions and investment objectives.*

*If you find errors, omissions or inconsistencies, please notify your Financial Advisor immediately. Formal notification should be made in writing to the Branch Manager of the office that maintains your account. Errors, omissions or inconsistencies regarding UBS Card transactions should be directed to the Card Issuer.*



You can reinvest the dividends you receive from eligible securities in your Account through the UBS Dividend Reinvestment Program. To enroll in the program or to change dividend reinvestment instructions, call your Financial Advisor.

The Depository Trust Company or DTC is a member of the US Federal Reserve System; a limited-purpose trust company under New York State banking law; and a registered clearing agency with the Securities and Exchange Commission.

Please refer to the UBS Bank Sweep Programs Disclosure Statement for important information about how the UBS Bank Sweep Programs work, or for more information, contact your Financial Advisor.

"Securities Intermediary" refers to a clearing corporation, or 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.

A "short" sale is the sale of a security that you do not own or a sale consummated by delivery of a security you borrow.

If you designate a sale order as "long," you represent that you own the security, and if we do not hold it for you at the time of the contract for sale, you agree to deliver it to us by the settlement date.

An "institutional client" means a bank, a savings and loan association, an insurance company or a registered investment company, a registered investment adviser, or any other person or entity with total assets of at least \$50 million.

For more information about householding rules, please refer to the Section Householding of Statements and Other Communications in the Client Relationship Agreement, or contact your Financial Advisor.

the dividend payment date. The price per share you receive may be an average price in accordance with the terms of the company's plan.

Although we try to ensure that reinvestment will be completed within the targeted time frames, extraordinary market conditions or other circumstances could cause the reinvestment process to be delayed or suspended.

Your Financial Advisor will have information about your dividend payments and subsequent reinvestment transactions the day after we purchase your shares. At that time, you may call your Financial Advisor to request the information. Transactions will be reflected on your account statement, along with any necessary information about each dividend reinvestment transaction. We do not provide individual trade confirmations for dividend reinvestment transactions, as we do for other transactions.

If the dividends paid to you are ordinarily subject to taxation, they will continue to be taxable regardless of whether they are credited to the Account in cash or reinvested. We recommend that you consult a qualified tax advisor to review any questions about participating in the Dividend Reinvestment Program.

#### Impartial Lottery Allocation System; Call Features

Debt securities may be subject to call or other redemption features. This means that they may be redeemed, in whole or in part, before maturity or before the first scheduled call dates. We may hold callable bonds or preferred stocks on your behalf in our street name, or in bearer form. In either case, you agree to participate in the impartial lottery allocation system of the called securities in accordance with the provisions and rules of the New York Stock Exchange and to be bound by those results. You may access the lottery allocation procedures by visiting [ubs.com/disclosuredocuments](#) or obtain a copy by contacting your Financial Advisor.

When the call is favorable, no allocation will be made to any account in which UBS, its officers, or employees or associated persons have a beneficial interest until all of your other positions in those securities are satisfied on an impartial lottery basis. You understand that we may not receive timely notice of calls and may be required to allocate called securities on an "as of" basis. Redemption features, in addition to those disclosed on the trade confirmation, may exist for certain debt securities. The existence of special mandatory redemption features, such as sinking funds provisions, 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 agree that we are not obligated to notify you of such published calls, nor will we tender any securities on your behalf when you have failed to request the tender in a timely manner.

In the event the firm experiences delays or a failure in settlement or otherwise has an unsettled position in municipal securities at the time interest payments are made, you may be selected through an impartial lottery allocation system to receive a substitute payment in lieu of a tax-exempt interest payment. The firm may in its discretion make additional payments to affected clients to offset some or all of the difference between the federal tax rates applicable to the substitute payment and the tax-exempt interest.

You agree that due to the lack of liquidity of many municipal securities, we may also use this lottery to allocate deficits to customers and close out customer positions that may occur due to partial calls, redemptions, or other causes beyond our reasonable control, which the firm is unable to resolve through other reasonable means.

#### Securities Lending Notices

If you participate in our fully paid securities lending program and agree to allow your fully paid-for securities

to be loaned, the shares may be used in connection with short sales. Your fully paid-for securities will not be loaned without your express consent. Please speak with your Financial Advisor if you do not want to allow your fully paid-for securities to be used in connection with short sales.

#### Restrictions on Trading and Disbursements

**We are committed to compliance with all applicable laws, rules and regulations, including those related to combating money laundering. In our sole discretion, we may decline to effect transfers of Property to certain persons or countries. You understand that we may, in our sole discretion, with or without prior notice, prohibit or restrict disbursements from your Account; prohibit or restrict trading of any securities or substitution of securities in your Account and refuse to enter into any purchases, sales or any other transactions with you or accept any instructions from you even if you purchased the securities through us.**

Reasons we may restrict trading or disbursements in your Account include, but are not limited to (1) if we receive conflicting or inconsistent instructions from any persons authorized on your Account; (2) if we receive a levy or garnishment that we believe may attach to the assets in your Account; (3) if we receive a court order that in our sole discretion we interpret as obligating us to restrict your Account; (4) if we receive notice of an impending or current legal action related to the assets in your Account that leads us to have reasonable uncertainty about the proper ownership of the assets in your Account or (5) are required, in our sole and absolute discretion, to do so by applicable law, rule or regulation. In addition, you understand that we maintain the right to refuse to custody any securities and we may deliver such securities out at your expense.

#### Transfer of Excess Funds

We may transfer excess funds between any of your Accounts with us, including commodity Accounts (if any), for any reason that does not conflict with the Commodity Exchange Act or any other applicable law.

#### Exchange Rate Fluctuations

If we effect any transactions for you that require a foreign currency, any profit or loss as a result of a fluctuation in the applicable exchange rate will be credited or charged to your Account.

#### Account Statements and Other Communications

We will provide you with an Account statement at least quarterly that describes the activity in your Account, including any applicable cash management features such as UBS Rewards activity, checking activity, payments and transfers and Card transactions, as well as a summary of your Credit Card activity from your credit card statement for informational purposes only.

#### Marketing Relationship Assets and Consolidated Account Reporting

We may group related Accounts into Marketing Relationships. The level of assets in a Marketing Relationship can affect, for example, annual service fees, and mutual fund breakpoints. We define a Marketing Relationship initially by combining the assets held in a household. In addition, accounts in one household can be combined in a Marketing Relationship with accounts in a second household if:

- The primary Social Security or Tax ID Number on an Account in the first household matches the primary Social Security or Tax ID Number on an Account in the second household.
- Or, the primary Social Security or Tax ID Number on an Account in one household matches a secondary Social Security or Tax ID Number in the second household, and each Account in both households share the same nine-digit ZIP code.

In certain circumstances, additional criteria may be applied to expand the Marketing Relationship or to define a household. We reserve the right, in our sole discretion, to grant exceptions to our householding and Marketing Relationship policies. If you have different Accounts that cannot be combined into a household or Marketing

Relationship for any reason, if you would like to determine the household or Marketing Relationship status of your Accounts, or if you would like to add Accounts to your household or Marketing Relationship, please contact your Financial Advisor.

In addition, we may group related accounts for consolidated portfolio reporting or analysis and financial planning, by household or other relationship groupings to which all account holders consent. The information we can disclose to all account owners in such groupings may include, but is not limited to personal and financial information relating to the accounts, holdings and performance information, and related asset allocation strategies and proposals (including information regarding accounts, assets and liabilities held outside of UBS Financial Services Inc. if such information is provided to your Financial Advisor, or provided to UBS through UBS Online Services and Outside Asset Data Aggregation Services). If you do not want your current and future accounts and other information included for consolidated reporting or analysis and financial planning, please contact your Financial Advisor.

#### **Accuracy of Communications; Recordings**

You agree to review all communications carefully, including order confirmations and account statements as soon as you receive them to ensure they are accurate and consistent with your instructions and investment objectives. You must notify us in writing if you do not receive an order confirmation within ten (10) days of the date of a transaction. If your statements or other documents are not received in a timely manner or are inaccurate, you agree to notify the Branch or Market Manager in writing within ten (10) days. Notification of errors or omissions regarding Card transactions should be directed to the Card Issuer as outlined in Cardholder Agreement.

Unless indicated otherwise in this Agreements and Disclosures booklet, order confirmations and account statements will be considered accurate and in accordance with your instructions and investment objectives if you do not notify us of your objection to them within ten (10) days after we mail them to you. We cannot be responsible for any transaction that is not reflected on your account statement unless you object in writing to your Branch or Market Manager.

You acknowledge that we rely on you to notify us of your objection to the confirmations of your transactions or entries on your statements, and if you do not, that we are not responsible for losses that could have been avoided if you had given us the prompt notice described above. In addition, if you are mistakenly credited with funds or securities, you must return them as soon as you discover the error or when we request them.

You acknowledge and agree that we may monitor, tape and/or make any form of electronic recordings of any and all communications (electronic or otherwise) between you and our employees or agents and retain such records as we may be required to record and retain to comply with applicable laws and regulations and our own policies and procedures. Such recordings will be used for the purpose of quality assurance, training and our mutual protection, and will be made available for review by UBS managers, your Financial Advisor, UBS compliance personnel and, where applicable, federal or state regulatory examiners or agencies. We may also use any such recordings as evidence in arbitration or other proceedings.

#### **Use of Average Prices**

You acknowledge that the price of any security shown on a confirmation for a trade that was 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. You agree that we may use such average price trades on the confirmations we issue to you. We will note on the confirmation if an average price is used. Actual prices, quantities of each execution and market of execution will be provided upon written request.

#### **Cost Basis Information**

UBS is required to supply the Internal Revenue Service an annual statement containing the adjusted cost basis for any "covered" security sold in an account. When determining cost basis, UBS's default method of tax lot selection is First In, First Out (FIFO). If you do not wish to use the UBS default method of FIFO or if you wish to change your current default method, you must contact your Financial Advisor or branch office to change the current method. All cost basis identification methods, including specific lot selection, must be made prior to the settlement date of your transaction.

In some circumstances, we may obtain cost basis information regarding your investments from your prior brokerage firm. We do not independently verify or guarantee the accuracy of any cost basis information obtained from outside sources. If you decide to transfer assets from UBS to another brokerage firm, we may, for certain securities, be required by law to provide your cost basis information to them. Cost basis and realized gain/loss information is displayed on your Account statement solely as a service to you, and may be adjusted. As such, you should not rely on this information for tax preparation purposes or for determining your taxable gain or loss on a potential transaction. Please rely only on your year-end tax forms and order confirmations when you prepare your tax return.

Due to differences between UBS's cost basis reporting requirements and the information required to be reflected on client's tax returns, the adjusted basis reported by UBS may not be the same as your actual adjusted basis. We suggest that you speak with a tax advisor about your specific reporting requirements. UBS shall have no liability for any damages you incur as a result of it providing the required annual statement to you or the Internal Revenue Service or any differences in the basis reported by UBS and your actual adjusted cost basis.

#### **Revenue from Correcting Trading and Other Errors**

We have procedures for resolving trading and other errors that may occur from time to time. UBS maintains one or more error accounts to facilitate handling trading and other errors. Gains attributable to trading errors will be offset by losses attributable to other errors in these error accounts. At the end of the calendar year, any net gains in the error account are donated to charity.

#### **Proxy Materials and other Issuer Communications**

Except for ERISA Plans and Individual Retirement Accounts, if we forward proxy materials to you (or to your Money Manager in a separately managed or unified account program) but do not receive voting instructions within the designated time frame, we will vote these uninstructed shares in proportion to the voting instructions we have received from our retail clients on "routine" ballot items under the rules of the New York Stock Exchange, or as otherwise permitted under such rules. We may in some circumstances decide not to vote the uninstructed shares, however, upon request from an issuer or other party or where casting a vote as described above would have the unintended consequence of impacting the voting results on "non-routine" ballot items.

If your Account contains securities issued by a non-US issuer, you acknowledge that, to the extent we are acting solely as custodian of those securities, unless either you or the issuer have made other arrangements with us, or to the extent required by applicable law, we are not obligated to distribute issuer communications to you. Pursuant to the Shareholder Rights Directive II (Directive EU 2017/828), and the related Implementing Regulation and national laws (together, "SRD II"), UBS, in its capacity as an intermediary, may be required to distribute communications from issuers that have their registered office in an EEA member state and the shares of which are admitted to trading on a regulated market situated or operating within an EEA member state. UBS may distribute such communication and facilitate the exercise of certain shareholder rights, including the right to participate and vote in general meetings of such issuers, through a third party service provider. Under

For the purposes of the section "Introduced accounts," the term "UBS" refers to UBS Financial Services Inc.

SRD II, we may also provide information to these issuers regarding the identity of shareholders of their securities in response to a valid request by that issuer. UBS will have no liability to you for actions taken, or not taken, by UBS or its agents in good faith and intended to comply with any provisions of SRD II.

If we are required to deliver a Key Investor Information Document (KIID) to you in connection with UCITS funds, you agree that we may deliver it by e-mailing an electronic copy (such as a PDF) of the KIID to you. If you wish to receive KIIDs in paper form, you may notify us in writing and we will deliver the KIID to you in paper form, free of charge.

#### Introduced Accounts

If your Account was introduced to UBS Financial Services Inc. by another broker-dealer and UBS carries it only as a clearing broker, you agree that UBS is not responsible for the conduct of the introducing broker and that UBS's only responsibilities to you relate to its execution, clearing and bookkeeping of transactions in your Account, and to any other services and responsibilities to which it agrees in writing.

During the period that UBS acts as a clearing broker for an introducing broker-dealer, UBS's rights and benefits shall extend to the introducing broker-dealer. UBS is authorized to accept the following instructions, without further inquiry or investigation, from the introducing broker:

- Orders for the purchase or sale of such securities and other Property, on margin or otherwise in your Account, and
- Any other instructions from the introducing broker concerning the Account.

In no event shall UBS be liable for any acts or omissions of any introducing broker or its agents, contractors or employees.

#### Account Relationship for Clients Doing Business with UBS Uruguay

UBS Financial Services Inc. Uruguay (SRL) ("UBS Uruguay") is a wholly owned subsidiary of UBS Financial Services Inc. and is registered with the Central Bank of Uruguay and the Free Trade Zone of Uruguay. Your Account and Account Agreement are maintained with UBS Financial Services Inc. Services for your Account may be provided by UBS Financial Services Inc. directly or through UBS Uruguay operating as a branch office of UBS Financial Services Inc. You will not be required to pay any fees directly to UBS Uruguay for the services that it provides to you. UBS Uruguay will be compensated by UBS Financial Services Inc. for such services.

#### Rules and Regulations

All transactions and services UBS performs for your Account(s) are subject to the constitution, rules, regulations, custom usage and conditions of the exchange or market on which such transactions are executed, the clearing agencies, depositories, custodians, issuers and other parties UBS depends on for the performance of such transactions and services, and UBS may be required to disclose information related to the transactions or service, client Accounts, and beneficial owners or other related persons. You authorize UBS to make such disclosures and agree to cooperate with UBS in complying with such requirements. These transactions and services may also be subject to 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, and other US and foreign governmental authorities and self-regulatory organizations. You agree it is your sole responsibility to comply with any obligations applicable to you as the beneficial owner to disclose your ownership of securities, trading activities or hedging in connection with your Account(s).

You acknowledge that we are subject to examination by various Federal and State regulators and self-regulatory organizations and in some jurisdictions foreign regulators ("Regulators") and that the books and records we maintain

are subject to inspection and subpoena by these Regulators and law enforcement officials. You also acknowledge that we may have obligations to disclose information about you or your Account(s) to Regulators, including details about account balances, transactions and income, and that these Regulators, agencies, officials and the US Courts may, pursuant to treaty or other arrangements or in their discretion, disclose such information to the officials or regulators of other countries. You understand and agree that we may disclose such information without notice to you. In addition, we may, in the context of a private dispute, be required by subpoena or other judicial process to disclose information or produce documentation about you and your Account(s) with us. You acknowledge and agree that we may respond to subpoenas and judicial process as we deem appropriate.

#### Custody

UBS Financial Services Inc. will maintain custody of securities and funds received based on your instructions for your Account in accordance with the requirements of applicable law, and we will exercise ordinary or reasonable care with respect to our custody obligations.

We will be responsible for holding and safekeeping funds and securities only from the time they come in to the possession and control of UBS Financial Services Inc. We are responsible only for reasonable care in the selection of the sub-brokers and sub-custodians we may employ. We may also hold securities and other Property 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 Property we hold for you.

We will use reasonable commercial efforts to provide timely notice to you of corporate actions involving US securities in our custody that we have been informed of by the issuer, our custodians or service providers we employ. We are not obligated to monitor for or notify you of class actions, insolvency proceedings or other legal proceedings affecting securities held for your Account.

#### Non-Disclosure of Confidential and Material, Non-public Information

UBS provides a variety of services to its customers. To provide these services, our employees and associated persons may come into possession of confidential and material, non-public information. Under applicable law, UBS employees and associated persons are prohibited from improperly disclosing or using such information for their personal benefit or for the benefit of any other person, regardless of whether the other person is a UBS customer. We maintain and enforce written policies and procedures that:

- Prohibit the communication of such information to persons who do not have a legitimate need to know, and Enable us to meet our obligations to our customers and otherwise remain in compliance with applicable law.

You agree that these policies and procedures are necessary and appropriate, and you recognize that, in certain circumstances, our employees and associated persons 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, and that they are prohibited from communicating such information to you. You also understand and agree that we have no responsibility or liability to you for failing to disclose such information to you as a result of following our policies and procedures designed to provide reasonable assurances that we are complying with the law.

#### Use of UBS Name

You acknowledge and agree that unless specifically agreed to in writing by us, you will not use the UBS brand or trademarks in any manner, including but not limited to, for purposes of promoting or selling any security, investment, service or fund, or in mailings, marketing or advertising materials, offering or disclosure documents.

You further agree that you will not take or fail to take any action, directly or indirectly, which would cause or be reasonably likely to cause any person or party to believe that UBS is associated with the offering, management or administration of any security or fund, or identify UBS as an investment adviser or service provider, custodian or broker to any fund, or as a part of a fund's administrative team.

#### **Anti-Money Laundering Compliance**

You have established and maintain an anti-money laundering program and/or procedures if required to do so under any laws, rules and regulations applicable to you in any jurisdiction, including but not limited to, the Bank Secrecy Act (as amended by the USA Patriot Act of 2001).

If you are not required to establish and maintain an anti-money laundering program and/or procedures, you agree that you will adopt appropriate anti-money laundering policies, procedures and internal controls if any such laws, rules or regulations, including but not limited to, the Bank Secrecy Act (as amended by the USA Patriot Act of 2001) becomes applicable to you in the future.

You do not believe, and have no reason to believe, that your customers/investors are prohibited foreign shell banks or named in any available lists of known or suspected terrorists, terrorist organizations or other sanctioned persons list issued by the United States government and the governments of any jurisdictions in which you are doing business.

#### **UBS Securities**

In your Account, you may purchase or hold securities issued by UBS Group AG, the parent company of UBS Financial Services Inc., or by another UBS Entity. UBS Financial Services Inc. has a control relationship (we are either controlled or under common control) with the issuer of such securities.

#### **Foreign Securities**

Foreign securities may be subject to withholding tax in certain foreign countries. The rate at which you are taxed may vary depending on your country of residence. We will debit your Account(s) for any foreign tax withholding that is charged in connection with assets or transactions for your Account(s). We will not seek relief from foreign tax withholding at the source or to obtain a reduced rate of foreign tax withholding, even though you may be eligible under applicable treaties or the law of the relevant countries. It is your sole obligation to determine whether you are eligible for reduced tax withholding rates, to claim credits for foreign withholding tax on your tax returns and to prepare and file applications to reclaim taxes from the foreign taxing authority.

When you buy or sell foreign securities, UBS will execute a currency conversion to or from US dollars where necessary to complete the transaction for your account and at your risk. If your Account receives payments in a currency other than US dollars (such as from the maturity or redemption of an instrument or payment of dividends or interest), then, unless you have an open commodity futures account with us, UBS will convert your funds into US dollars at the available spot market conversion rate. Where possible, if you give sufficient prior notice (at least two business days before the maturity or payable date), we will remit your non-US dollar funds pursuant to your delivery instructions rather than converting to US dollars. If you have an open commodity futures account with us, your account will receive such payments in the currency, although you may receive payment in US dollars if the market for the currency is restricted. Where possible, if you give sufficient prior notice, we will convert the payments to US dollars for credit to your brokerage account. In the event you incur a charge for payments relating to a short position in a foreign security, your commodity futures account will be debited to the extent you hold the applicable foreign currency, and your brokerage account will be debited in US dollars for any remaining amount owed. UBS Financial Services Inc. and/or its affiliates will retain a fee for executing currency conversion transactions.

Even though you may instruct us not to share your beneficial ownership information with issuers of securities for proxy voting and other shareholder communications, if you buy, sell or hold certain foreign securities, depository receipts relating to foreign securities or funds administered by foreign entities, we may share information about you with the issuers of the securities or foreign government authorities and their agents, custodian banks or brokers and local or international central securities depositories to obtain reduced tax withholding rates, to comply with local law or to respond to other lawful requests. In particular, pursuant to SRD II, we may provide beneficial ownership information to an issuer in response to a valid request by that issuer.

#### **Insurance and Annuities**

Insurance and annuity contracts are issued by unaffiliated third-party insurance companies and made available through UBS Financial Services Insurance Agency Inc., an insurance agency subsidiary of UBS Financial Services Inc.

We provide your name, and other information as required by the insurance company, to any insurance or annuity provider that issues any insurance or annuity contract to you. You will receive important information regarding those contracts directly from the insurer. For insurance and annuity contracts, we send account record information and periodic updates to your insurance company, and request updated contract record information from your insurance company.

#### **Investment Policy Statements**

Unless otherwise agreed to in writing, we are not responsible for ensuring that any recommendation or any transaction complies with any investment policy statement or guidelines you may have adopted, regardless of whether you submitted such investment policy or guidelines to us. You shall be solely and entirely responsible for monitoring and compliance regarding any investment policy or guidelines you may have adopted. We are not responsible for ensuring that your investment policy statement and asset allocation choices comply with all specific legal, actuarial or other requirements that apply to you. That responsibility rests solely with you. We recommend that you consult with your legal and tax advisors regarding these matters.

#### **UBS Research**

Two sources of UBS proprietary research are available through UBS Financial Services Inc. Reports from the first source, CIO Wealth Management Research Americas, are designed primarily for use by individual investors and are produced by UBS Wealth Management Americas (the UBS business group that includes, among others, UBS Financial Services Inc.) and UBS Wealth Management. The second source is UBS Investment Research, and its reports are produced by UBS Investment Bank, whose primary business focus is institutional investors. The two sources may have different opinions and recommendations. The various research content provided does not take into account the unique investment objectives, financial situation or particular needs of any specific individual investor.

#### **Third Party Information**

Third Party Information (TPI) includes publications, research reports, credit reports and other similar information created by parties other than UBS (referred to as "Licensors") that we make available or provide to you as part of the services we provide to you. You may use and print a copy of the TPI for your personal, non-commercial use only, provided that such printouts retain all of the existing copyright or other proprietary notices appearing in or accompanying the TPI. It must not be copied or otherwise reproduced, repackaged, further transmitted, transferred, disseminated, distributed, redistributed, sold, resold, lease, rented, licensed, sublicensed, altered, modified, adapted or stored for subsequent use for any such purpose, in whole or in part, in any form or any manner whatsoever, by you or any other person or entity, without the respective Licensor's prior written consent.



By obtaining any TPI from UBS, you acknowledge and agree that all TPI is and shall remain the valuable intellectual property owned by, or licensed to, the respective Licensor and that no rights are transferred or provided to you in the TPI other than expressly stated in this Agreement. You agree that misappropriation or misuse of any TPI shall cause serious damage to the respective Licensor, and that in such event money damages may not constitute sufficient compensation to the respective Licensor. Consequently, you agree that in the event of any misappropriation or misuse of TPI, the Licensor shall have the right to seek injunctive relief in addition to any other legal or financial remedies to which the Licensor may be entitled.

You agree and accept that all TPI is provided "as is" and "as available" without any representations or warranties of any kind. Use of any TPI is at your sole risk and UBS and the Licensors make no representation or warranty, express or implied, to you or any other person or entity as to the accuracy, timeliness, completeness, merchantability or fitness for any particular purpose of any and all such TPI.

Except when not waivable under the law or rules of an applicable forum or tribunal, neither UBS nor the Licensors are liable to you or any other person or entity for (a) any loss, damage or other injury in whole or in part caused by, resulting from or relating to, your use or inability to use any TPI, including without limitation any loss, damage or injury arising from or relating to any error (arising from negligence or otherwise), or any other circumstances or contingency within or outside the control of UBS or any of its directors, officers, employees or agents, or Licensors, in connection with the procurement, collection, compilation, analysis, interpretation, communication, publication or delivery of any TPI or (b) any indirect, special, consequential, incidental, punitive or compensatory damages whatsoever or for any lost profits or loss of use damages even if UBS and/or the Licensors shall have been advised in advance of the possibility of damages or losses.

You agree that (a) any ratings and other opinions, and valuations, quotes, statistical, quantitative or other information contained in any TPI are, and will be construed solely as, statements of opinion and not statements of fact or recommendations to purchase, hold or sell any securities; and (b) the TPI will be weighed solely as one factor in any investment decision made by you.

#### Client Complaints

If you have a complaint, contact the UBS Financial Services Inc. Client Relations Department at 201-352-1699 or toll-free at 800-354-9103, 9:00 a.m. to 5:00 p.m. Eastern time, Monday through Friday. Or, you can write to UBS Financial Services Inc. Client Relations Department, P.O. Box 766, Union City, NJ 07087.

Additionally, for municipal securities investments, the Municipal Securities Rulemaking Board has an Investor Brochure posted on its website at [www.msrb.org](http://www.msrb.org) that describes the protections that may be provided by the Municipal Securities Rulemaking Board rules and how to file a complaint with an appropriate regulatory authority.

#### Successors and Assigns

The Agreement between you and us shall be binding upon you and your authorized agents, personal representatives, heirs, estate, executors, administrators, committee and/or conservators, successors and assigns, and shall extend to the benefit of UBS and its successors and assigns. You may not assign or transfer any of your rights or obligations under the Agreement without our prior written consent. Any assignment in contravention of this section shall be null and void. UBS may, however, assign the Agreement or any of our rights and powers under the Agreement. In the event of an assignment, the assignee shall have the same rights and remedies as if originally named in the Agreement. From the date of any assignment, we will have no further liability to you under the terms of the Agreement.

#### Waiver Not Implied

Our failure to insist, at any time, on strict compliance with any clause of the Agreement or with any of these terms and conditions shall not constitute or be considered a waiver by us of any of our rights or your obligations.

#### Special Risks to You and Your Heirs

The assets of non-US resident decedents who die holding investments in the US may be subject to substantial US estate taxes. Whether or not US estate taxes will be imposed depends on:

- Whether or not the non-resident decedent is also a US citizen
- Whether the assets in which he or she invested are deemed to have US situs, which is described below.
- The total value of his or her investments, and
- The provisions of the tax treaty (if any) between the US and his or her country of domicile, among other things.

Note that whether or not certain assets will be deemed to have a US situs is complicated and in many cases counter intuitive. Generally, cash and debt obligations held as investments and not in connection with a US trade or business are usually not considered to have a US situs for US estate tax purposes. On the other hand, stock of US corporations will generally be deemed to have a US situs. Due to US estate taxes regulations, the distribution of a non-US resident decedent's assets to his or her heirs may be delayed significantly even if the estate or the assets in the account are ultimately determined not to be subject to the US estate tax. This delay may apply for both US citizens and non-US citizens. Neither UBS nor its Financial Advisors provides tax or legal advice. For a more complete explanation of the US estate tax system and appropriate tax planning, we recommend that you consult a qualified tax advisor.

#### Death of an Account Holder or Dissolution of an Entity; Insolvency

This Agreement shall survive the death, disability, incompetence or dissolution of any Account Holder and your Account(s) will continue to be subject to the normal account and transaction fees and charges. Any order that you give will be binding upon you and your personal representative or authorized agent(s) until we receive notice of your death (for individuals), or dissolution (for entities). This notice will not affect our right to take any action that we could have taken otherwise. You understand that we must be notified immediately in the event of the death of an Account Holder, or party authorized to act on behalf of an Account Holder, and that we may, before or after receiving notification of a death, take whatever actions we deem advisable to protect UBS against tax, liability, penalty or other losses. For example, we may require the survivors, heirs or the estate to provide certain legal documents, such as inheritance or estate tax waivers, evidence of a court-appointed fiduciary for your estate, external documentation showing authority to act as successor in interest for the Account Holder, and/or federal transfer certificates. We may also retain a portion of your Account(s) and/or restrict transactions in your Account(s). Your estate and Account(s) will be jointly liable for all costs, including reasonable attorney's fees and costs, we and/or the Card Issuer and the Check Provider may incur in connection with the disposition of your Account(s) and related assets and liabilities in this event.

In case of any filing of a proceeding under any applicable bankruptcy or insolvency law (whether voluntary or involuntary), death or attachment of your property, we may (i) liquidate or hedge your open positions in whole or in part, (ii) sell, to ourselves or others, or otherwise dispose of, realize, set off or apply any or all of the Property held by, to the order or under our direction or control, or any exchange or clearing organization through which transactions on your behalf are executed or cleared, (iii) treat any of your obligations owed to us as immediately due and payable, (iv) set off (including by set-off, offset, netting, combination of accounts, deduction, counterclaim,

retention, or withholding across or within each or all of the transactions for your Account) our obligations to you against your obligations to us, or apply or set of margin posted in favor of you against our obligations to you and/or (v) take such steps as we consider necessary to protect UBS against loss with respect to any transactions for your Account.

### Unclaimed Property

As a general matter, State law deems an Account to be dormant when there is no owner-generated activity and/or there is an invalid mailing address during a statutorily-prescribed time period. If we are unable to locate you and no owner-generated activity occurs in your Account within the time period specified by State law, we may be required to turn over Property in your Account, and/or distributions issued from your Account that remain unclaimed, to your last known State of residence, or if none, to the State of Delaware. Please note that many states liquidate account holdings under their unclaimed property laws, subsequent to receipt from UBS, which could have/pose financial, tax or other implications for you. As a consequence, we encourage you to maintain contact with UBS, to update your account address and information, and to regularly (i.e., at least annually) access your Account, contact UBS or your authorized Financial Advisor, and/or conduct activity in your Account. If you do not keep your account address up to date or your Account otherwise becomes dormant (due to lack of owner-generated activity), you will still be bound by changes we make to your Account, including fees and charges, liquidation of assets to cover debts, tax notices and confirmations and notices relating to your Account, even if you do not receive actual notice. You can access the documents we produce relating to your Account through UBS Online Services.

### Online, Electronic or Mobile Platforms, Services and Apps

In order to enable you to access your Accounts and carry out your transactions more conveniently, UBS may offer our services to you via online platforms and services, mobile applications or through other electronic means or devices (each, an "e-Service" and collectively, our "e-Services"). By enrolling in any e-Service and through your continued use of it, you agree not to give or make your username, PIN, Password and/or security information ("Your Credentials") available to any unauthorized individuals and will take all reasonable steps to protect the security of your Accounts and Your Credentials, and to prevent any unauthorized individuals from accessing your online account(s) or using our e-Services. If you suspect that any of Your Credentials has been lost, stolen or compromised, that someone has attempted to use it without your consent, or that funds have been transferred or disbursed without your permission, you must notify us immediately.

If you allow any person to access our e-Services or disclose (or otherwise allow third parties to have access to) Your Credentials, you assume all risks, losses and liabilities associated with such access or disclosure. All transactions that a user performs using Your Credentials shall be deemed to be transactions authorized by you and you agree that UBS does not have any obligation to verify the identity of the persons using Your Credentials nor to monitor the use of Your Credentials by such persons.

You are solely responsible for:

1. Acquiring and maintaining such electronic devices and equipment that can handle and will allow you to access and use our e-Services ("Your Devices");
2. Taking all appropriate steps to defend and protect yourself, Your Devices and Your Credentials against fraud or cyber attacks, including but not limited to keeping the operating system and security software on

Your Devices updated on a continuous basis (e.g., by installing recommended security patches, and by observing customary technical security measures, in particular making sure you continually install up-to-date and updated anti-virus programs and firewalls), and to

follow such security and authentication procedures and policies we may establish from time to time in relation to your use of our e-Services; and

3. All costs (such as data usage or Internet charges) associated with accessing our e-Services.

You agree to notify us immediately upon learning or suspecting that you are a victim of a cyber attack or if any unauthorized party has obtained access to Your Credentials and/or Your Devices. If you fail to notify UBS promptly and such delay results in losses to you, you agree that UBS will have no liability for such losses except as provided otherwise in any other agreements you may have entered into with UBS, or in any other documents or agreements governing your relationship with UBS, such as the Bill Payment and Electronic Funds Transfer Service Agreement or the relevant Cardholder Agreement.

You agree not to use our e-Services for any illegal or unlawful purposes and will not commercially exploit, reverse engineer or decompile or make any derivative product from our e-Services or any software, file, data, information, knowhow, idea, communication or other content received or accessed through or in connection with our e-Services.

UBS cannot guarantee that our e-Services will be available at all times. We may need to suspend all or any of these for maintenance, technical or regulatory reasons or where suspension is necessary to protect our clients and other systems. We will not be responsible to you if all or any part of our e-Services is not available to you for whatever reason.

UBS will use commercially reasonable endeavors to protect the security and integrity of our e-Services, which are provided on an "as is" and "as available" basis.

You understand and agree that your use of any of our e-Services is at your sole risk without any representations or warranties of any kind. Any materials, information or content downloaded or otherwise obtained through the use of our e-Services is done at your risk and UBS is not responsible for any damage to your computer system or loss of data that results from the download of any such material. UBS and our Affiliates expressly disclaim all warranties of any kind as to our e-Services and all products, functionalities, information, materials and other content (including that of third parties) included in or accessible from our e-Services, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purposes and noninfringement.

UBS further makes no warranty that:

- Our e-Services will meet your requirements or expectations;
- Our e-Services will be uninterrupted, accurate, timely, reliable, secure or error free; and
- Any errors in the technology will be corrected.'

Neither UBS, our affiliates nor any of our respective directors, officers, employees, agents or providers, shall be liable to you or anyone else for any loss or injury caused in whole or in part for any reason, including by our (and our Affiliates') negligence or contingencies beyond our (and our Affiliates') control, in providing, procuring, compiling, interpreting, reporting or delivering our e-Services.

In no event shall UBS or our directors, officers, employees, contractors and/or agents be liable to you for any reason for (1) any loss of or corruption of data; (2) any loss or damage arising out of any breach of this Agreement or any other of your agreements with us by you, or any person using Your Credentials or Your Devices, or by anyone acting on their or your behalf; (3) any loss or damage arising out of any error made by you or any person using your Credentials or Your Devices in inputting your data into our e-Services or otherwise manipulating or tampering with your data in connection with our e-Services; (4) any other user error, or hardware, platform or Internet faults

or failures in using our e-Services, whether or not UBS had been informed of or was aware that there was a serious possibility of such loss; or (5) any Loss caused directly or indirectly by sabotage, computer virus, hacking or other unauthorized access or systems breach which is beyond our reasonable control.

Notwithstanding any other provision of this Agreement (including this Section), UBS may be liable to you for certain direct losses of funds or assets that you may suffer or incur through your use of our e-Services due to fraud or unauthorized activity that was not initiated by you or which occurred through no fault on your part, as stated in other agreements you may have entered into with UBS or in any other documents or agreements governing your relationship with UBS, provided that the extent of UBS's liability is subject always to the conditions and limitations set out therein.

In the event that any liability herein cannot be excluded or limited by applicable law or regulations, you agree that we will only be liable for your losses or damages only to the extent imposed or required by applicable law or regulations, and this does not in any way confer to you greater rights than you would otherwise have at law.

You agree to indemnify, defend and hold us harmless from all losses arising out of claims made or asserted by any person or entity (other than you) arising from or relating to (1) any breach of your agreements with us by you or any person using Your Credentials or Your Devices; and (2) any use of our e-Services by you or any person using Your Credentials or Your Devices, except to the extent where any losses were caused by the fraud or willful misconduct of UBS.

#### **Use of Wireless Phone Number**

You authorize your wireless carrier to use or disclose information about your wireless account and your wireless device(s), if available, to UBS or its service providers for the duration of your client relationship, solely to help identify you or your wireless device and to help prevent fraud. You authorize UBS or its service providers to send SMS messages (two-way or one-way), for the purpose of identifying you, authorizing transactions or as a second factor authentication method in order to help prevent fraud.

Message and data rates may apply. Carriers are not liable for delayed or undelivered messages. You acknowledge and agree that you are solely responsible for messaging and data rates for receiving or sending SMS messages to/from UBS. You can opt-out of receiving messages at any time by texting "STOP" to the designated short code or long code. Upon receiving the "STOP" comment you will no longer receive messages from our service. To start receiving messages, you can text "START" to the designated short code or long code. UBS Privacy Statement can be found at [ubs.com/global/en/legal/privacy/usa.html](https://ubs.com/global/en/legal/privacy/usa.html).

If you need assistance or have questions on text messaging, text "Help" to received messages or call 888-279-3343 or e-mail [onlineservices@ubs.com](mailto:onlineservices@ubs.com). Outside the US, call collect 201-352-5257.

#### **Written Notice**

We will send all communications to you at your address of record, or at another address that you or members of your household give to us in writing, or, upon request, at an e-mail address that you or members of your household provide.

Except as applicable law may require, we consider all communications we send to you as having been given to you personally when sent, whether you actually receive them.

If your signature is undated when you send us written instructions or other documents, we will treat it as signed on the date that we receive it. Our date stamp, whether electronically or manually recorded, will be considered the signature date.

E-mails may be sent via unsecure servers and/or facilities which are easily accessible by third parties (such as international public and private data transmission networks and Internet service providers) and are typically routed via(multiple) foreign jurisdictions. You expressly agree that we may communicate by unsecured e-mails and understand and accept that e-mails sent via unsecure servers and/or facilities may entail a considerable amount of danger and risk including:

- Lack of confidentiality (e-mails and their attachments can be read and/or monitored without detection);
- Manipulation or falsification of the sender's address or of the e-mail's (or attachment's) content (e.g., changing the sender's address(es) or details);
- System outages and other transmission errors, which can cause e-mails and their attachments to be delayed, mutilated, misrouted and deleted;
- Viruses, worms, Trojan horses, etc. may be spread undetected by third parties and may cause considerable damage; and
- Interception by third parties

#### **Internal Account Transfer**

Your relationship is with UBS and not a particular UBS branch or UBS Financial Advisor. UBS may transfer your account to a different branch, including the UBS Wealth Advice Center at any time for any reason. You will receive notice of this transfer.

#### **Termination of Account**

You understand that you or UBS may terminate any Account, account feature or service at any time for any reason. If either of us terminates an Account, you must promptly return any unused checks and Card(s) to us. Failure to do so may result in a delay in complying with your instructions as to the disposition of the assets in your Account. You remain responsible for debits and charges whether they arose before or after the Account was terminated. You agree to pay us, the Card Issuer and the Check Provider promptly for all outstanding amounts. You agree to promptly provide us with transfer instructions for all of the Property in your Account.

Upon termination, you authorize us to take any of the following actions:

- Cancel any open orders and close any outstanding contracts; Buy any Property that may be held short in your Account;
- Distribute the assets in your Account to you at your risk and expense, whether by issuing a check to you, delivering physical certificates or having securities registered in your name directly on the books of the applicable transfer agent or issuer;
- Sell the Property in any of your Accounts, at your risk and expense, including joint accounts;
- Resign as broker of record on any insurance or annuity products.

We cannot be held responsible for losses if we sell any of your Property, even if liquidation and/or distribution would cause taxable consequences to you, nor are we responsible for the tax consequences of liquidating assets and/or distributing them to you.

You further agree that we may withhold any amounts that we reasonably believe are necessary to pay

- Any federal, state or local tax withholding obligations and
- Any outstanding debts to us, the Card Issuer, the Check Provider.

We will apply the withheld amounts first to pay the tax obligations, second to pay ourselves, and third to pay the Card Issuer and the Check Provider, if applicable. If your Account is terminated and the amount in the Sweep Option is insufficient to pay any tax withholding obligations, you authorize us to make such tax withholding payments out of any of your other Accounts in our sole discretion. If such withholding is not implemented, you agree that signing the Client Relationship Agreement constitutes an election out of tax withholding to the maximum extent permitted by law.

If you notify your Financial Advisor that you are closing your Account, or we are advised that you are transferring your Account to another financial institution, we may treat your Account as "closed." A closed Account will

have all of its services terminated immediately including all cash management features (e.g., bill pay, electronic funds transfers, margin, and sweep options), however, RMA checks that are presented for payment may be paid for up to 30 days. Balances in existing Sweep Options will be liquidated and retained as a free cash balance pending withdrawal and will not receive interest payments. After being closed, residual cash deposits for dividends and interest for your Account that are not automatically transferred per your instructions will also be retained as a free cash balance pending withdrawal. You will continue to receive quarterly statements so long as there are any assets in your account.

If you close your Account, you may reopen the Account within thirty (30) days of closing without signing a new Agreement. You acknowledge that you continue to be bound by the all of the terms and conditions in effect when you reopen your Account.

If you close your Account and do not provide transfer instructions or request a check for the Account balance from us within six months from the closing of the Account, you authorize and instruct us to make a charitable contribution subject to our discretion regarding the recipient(s) of such contribution of any Account balance (including amounts credited to the Account after it was closed) up to \$10.00 without prior notice to you.

# Fees and Charges

Throughout this disclosure document, "UBS" refers to UBS Financial Services Inc., its successor firms, subsidiaries, correspondents and/or affiliates.

Our process for determining the eligible assets in a "Marketing Relationship" is described in the General Terms and Conditions found in the Agreements and Disclosures booklet on [ubs.com/disclosuredocuments](http://ubs.com/disclosuredocuments).

"RMA Services" refers to the cash management services associated with an RMA brokerage account and include checkwriting, UBS credit card, UBS Visa debit card, Bill Payment and Electronic Fund Transfer Services.

The applicable annual service fees we charge for your accounts are described below and also provided in the table "Account service and other related fees" on pages 23 – 24. Please note that all of our fees may change at any time. If we do introduce new fees and charges, we will provide advance notice to you. By maintaining your account at UBS, you authorize us to charge to your account the annual service fee and all other fees that are applicable. The annual service fee and the maintenance fee apply whether or not you use any cash management services or effect any transactions in your account. Investment advisory (as opposed to brokerage) accounts are exempt from several of the fees listed below. However, if you have a PACE account and hold non-PACE eligible assets (other than free credit balances or sweep instruments) or use RMA cash management services, your account is subject to the same annual service fee and maintenance fee applicable to brokerage accounts of that type.

## Billing of annual service fees

We charge the annual service fees for each account in a Marketing Relationship, which is how UBS groups a client's related accounts, unless you are eligible for a fee waiver. Fee waivers are described in detail below.

## Automatic annual service fee waivers ("fee waivers")

We offer a set of annual service fee waivers to clients who take advantage of key wealth management solutions and resources we offer. Once you qualify for a fee waiver, it will be applied automatically. There is no action for qualifying clients to take. In addition, Financial Advisors can waive these fees.

The following account types are eligible for fee waivers:

- Resource Management Accounts (RMAs)
- Individual Retirement Accounts (IRAs), with some exceptions for SEP and SIMPLE IRAs (see below)
- Business Services Account BSA for Sole Proprietorships
- Business Services Accounts BSA opened for an individual's investment purposes with the following organizational structures only, where the beneficial ownership is an individual, trust or estate:
  - Limited Liability Company
  - Limited Partnership
  - Limited Liability Partnership and Limited Liability Limited Partnership
- A list of account types that are not eligible for fee waivers is provided below.

## Qualifying criteria for fee waivers

1. Within your Marketing Relationship, you maintain and/or report \$2,000,000 in eligible assets and liabilities. To recognize clients who entrust their wealth and business with us, annual service fees will be waived for those with a minimum of \$2,000,000 in eligible assets and liabilities.

These include:

- The account value of the UBS accounts in your Marketing Relationship (excluding Qualified Plans, and SEP and SIMPLE IRAs belonging to a plan with more than one participant);
- Amounts drawn on UBS variable and fixed credit lines;
- Outstanding balances on UBS mortgages; and
- Eligible and verifiable assets and liabilities that are held at a financial institution other than UBS Financial Services Inc. but are reported to us via *My Total Picture* available on UBS Online Services. UBS must be able to retrieve the account data from the other financial institution's website systematically using the credentials you provide through *My Total Picture*.

The \$2,000,000 level must be met on the last business day in November. It can also be met if, as of the last business day in November, the average of your month-end balances for the number of months your account was open during the billing cycle is \$2,000,000 or more.

Averages are calculated according to the following:

- The eligible asset average is calculated by taking the sum of the account's month-end eligible assets for the year and dividing by the number of months this account was open in the billing cycle.
- The eligible liabilities average is calculated by taking the sum of average monthly variable credit line balances, monthly loan contract principal balances and monthly outstanding mortgage amounts, divided in each case by the number of months in the billing cycle that each respective liability was available.
- The eligible assets and liabilities in *My Total Picture* average is calculated by taking the sum of month-end eligible and verifiable assets and liabilities for the year divided by the number of months during the billing cycle that you were enrolled in *My Total Picture*.

**To enroll in My Total Picture and report a combination of eligible UBS and outside assets and liabilities, visit UBS Online Services. Contact your Financial Advisor with any questions.**

Please note that for purposes of this fee waiver, assets or liabilities manually entered into My Total Picture are not included. Certain account types and asset categories reported by *My Total Picture* including but not limited to margin balances, Qualified Plans, SEP and SIMPLE IRAs, real estate, certain types of insurance and account types marked as "Other" or "Unknown" that cannot be systematically identified are also excluded.

Please also note that for SEP and SIMPLE IRAs belonging to a plan with more than one participant eligible assets and liabilities do not include assets and liabilities reported via My Total Picture and will be determined at the plan level, not the Marketing Relationship level, where SEP or SIMPLE IRA participant's account(s) may reside.

2. You have one or more active UBS Visa Infinite Credit in your Marketing Relationship. Annual service fees will be waived for clients who hold the UBS Visa Infinite credit card through the last business day of November in the billing year. Please contact your Financial Advisor to apply for the UBS Visa Infinite credit card. Please note, this waiver is available to SEP and SIMPLE IRA accounts residing in the same Marketing Relationship with the UBS Visa Infinite credit card holder, irrespective of whether or not he/she belongs to a plan with more than one participant.
3. Your Marketing Relationship brings \$250,000 in eligible outside assets to UBS annually. To recognize our clients who continue to build their relationship with UBS, fees will be waived for those clients who transfer \$250,000 of eligible outside assets to UBS in a calendar year. These represent asset inflows and outflows as determined by UBS, calculated from January 1 through the last business day in November of that billing year, and are termed "net new money" for UBS calculation purposes. Certain account types and balances are excluded, including margin balances, Qualified Plans, SEP and SIMPLE IRA Plans with more than one participant, accounts at the UBS Private Bank, Regional Institutional Sales, Delivery versus Payment (DVP) and Cash on Delivery (COD) accounts. Please also note that this waiver is not available to SEP and SIMPLE IRAs belonging to a plan with more than one participant.

## Annual fee cap for Marketing Relationships

Annual service and maintenance fees will be capped at \$500 per Marketing Relationship for the calendar year. (See below for information on maintenance fees.)

The following account types or fees are not included in the \$500 fee cap: International RMA (IRMA), International Business Services Account BSA, International Basic Investment Account and Qualified Plans. In applying the fee cap, we will charge the annual service fees and maintenance fees in the following order:



1. Business Services Account BSA
2. Business Basic Investment Account
3. Business Services Account BSA for Sole Proprietorship and Business Services Account BSA established for an individual's investment purposes with the following organizational structures:
  - Limited Liability Company
  - Limited Partnership
  - Limited Liability Partnership and Limited Liability Limited Partnership
4. RMA Account:
  - Joint Account
  - Individual Account
  - Trust Account
  - Other account ownership types, except for Guardian and Custodial Accounts
5. Basic Investment Account:
  - Joint Account
  - Individual Account
  - Trust Account
  - Other account ownership types, except for Guardian and Custodial Accounts
6. RMA Account:
  - Guardian Account
  - Custodial Account
7. Basic Investment Account:
  - Guardian Account
  - Custodial Account
8. Wealth Advice Center Limited Purpose Account
9. IRA-RMA
10. IRA
11. Maintenance Fee

#### Account types not eligible for automatic annual service fee waivers

The following account types are not eligible for the automatic annual service fee waivers:

- International Resource Management Accounts (IRMA)
- International Business Services Accounts BSA
- Business Services Accounts BSA, except for Business Services Account BSA for Sole Proprietorships and Business Services Account BSA opened for the individual's investment purposes with the following organizational structures only, where the beneficial owner is an individual, trust or estate:
  - Limited Liability Company
  - Limited Partnership
  - Limited Liability Partnership and Limited Liability Limited Partnership
- Qualified Plan accounts
- Wealth Advice Center Limited Purpose Accounts
- Basic Investment Accounts
- International Basic Investment Accounts

#### Designating a specific account for annual service and maintenance fee billing

You may designate a specific account you own or control as the "Designated Billing Account" to pay the annual service fees and maintenance fees charged to other accounts, whether owned by you or others. To designate an account, contact your Financial Advisor. Certain account types are not eligible to be selected as the Designated Billing Account, including: ERISA Qualified Plan and IRAs, ACCESS, Managed Account Consulting (MAC), Strategic Wealth Portfolio, Private Wealth Solutions, UBS Selections and UBS Managed Portfolios, limited purpose stock benefit plan accounts, COD accounts and accounts that are restricted.

If the Withdrawal Limit of the Designated Billing Account is insufficient to pay for all annual service and maintenance fees on the day the fees are billed, the fee will be deducted from the account to which it originally applied.

You may change your Designated Billing Account selection by contacting your Financial Advisor at any time before the last business day in November of each year. If the Designated Billing Account is debited for annual and/or maintenance fee(s) for other accounts, those additional accounts will be displayed on the Designated Billing Account's monthly statement in the billing month.

If you close or transfer an Account before the annual billing cycle, we will collect the annual service fee for that calendar

year from that account, even if you have requested to use a Designated Billing Account.

If you have an Advisory account with UBS, please note that designating specific accounts to pay for Advisory fees is separate from the fee billing process outlined in this section.

#### Maintenance fee

We may charge your Marketing Relationship a maintenance fee if your Marketing Relationship does not meet a minimum of \$75,000 in month-end average eligible assets through the end of November, or \$75,000 in eligible assets on the last business day in November. The average of eligible assets is calculated by taking the sum of the Marketing Relationship's month-end eligible assets held in UBS Financial Services accounts for the year divided by the number of months the Marketing Relationship existed in the billing cycle.

Please note that this maintenance fee applies even if the annual service fees for your accounts have been waived for that calendar year.

#### Annual account fee billing: timing and satisfying fees

We bill annual service fees and maintenance fees on the fourth business day in December of each year. The fees are automatically deducted from each account or a Designated Billing Account, as explained above, and will be reflected on your December statement and Online Services.

If the Withdrawal Limit of your account is insufficient to satisfy the fee amount, we will show the unpaid fee as a debit balance in your account.

You may deposit additional funds in your account to cover the unpaid fee. As described more fully in the agreements governing your accounts, you understand and agree that we have the right to collect unpaid fees, late payment interest and any other amounts you owe us from any Property in any of your accounts at any time. Without limiting these rights, we typically use the following process to collect unpaid fees:

1. On the second Monday of March each year, UBS will sell a sufficient number of mutual fund shares held in your account.
  - First, we will sell shares from your largest position (by value based on the previous day's NAV) that was subject to an up-front sales charge, continuing with successively smaller positions as necessary.
  - Next, we will sell your largest position that could be subject to a back-end sales charge, continuing with successively smaller positions as necessary.
  - Finally, we will sell your largest position in no-load funds continuing with successively smaller positions as necessary.
  - If all necessary mutual fund transactions for us to collect unpaid fees from all clients cannot be completed in a single day, we will process transactions for retirement accounts first, in the order of the account number, and then for all other account types.
2. If the sale of mutual funds described above does not result in sufficient funds to satisfy your debit balance, UBS will sell shares from the eligible equity positions held in your account on the third Monday of March each year.
  - Eligible equity positions are: common stock, foreign common stock, American Depositary Receipts (ADRs) and closed—end mutual funds.
  - We will sell shares from your largest position (by value, based on the previous day's closing price), continuing with successively smaller positions as necessary.
  - If the price per share of your largest eligible equity position exceeds \$250.00, we will sell shares from the next largest position.
  - In the best interest of our clients, shares may be sold as part of a block trade with other UBS client shares and you will receive an average price.
  - If the proceeds of the sale are greater than the amount of the unpaid debit balance, excess proceeds will be credited to your account.

Please note the following information regarding satisfying debit balances for unpaid fees: No commissions will be charged on the transactions executed as part of the automated process described above. However, standard Processing and Handling and Transaction fees will apply.

*Your Financial Advisor can supply specific information regarding fees and charges that may apply to your Accounts.*

*The UBS Base Loan Rate and other applicable reference rates are defined in the Statement of Credit Practices that can be found in this booklet.*

*For more information about our fees and other sources of revenue, please speak with your Financial Advisor or go to [ubs.com/relationshipwithubs](http://ubs.com/relationshipwithubs).*

*"NAV" means the net asset value of a mutual fund.*

For mutual fund transactions, you may also incur deferred sales charges. Offshore mutual funds, Bulletin Board stocks, pink sheets, and restricted stock or securities held in physical form will not be sold as part of this process, but these securities, and any others, may be sold at another time to cover the fee balance. Commissions and fees apply any other time we sell Property from your accounts to collect unpaid fees or any other amounts you owe us.

If your account includes shares of your current employer, you may be subject to a blackout or other restrictions as part of your company's compliance policy. If so, you should cover your unpaid balance before the automated sale, as the automated sales process cannot differentiate those circumstances.

If you do not have a valid tax certification form, typically a Form W-9, on file with us, the Internal Revenue Service (IRS) and/or certain states may require us to withhold a percentage of the proceeds from these sales, also known as "backup withholding." If backup withholding applies, we will sell additional shares to cover this amount.

These sales may be a taxable event, and UBS will not be liable for any tax consequences or for any losses or lost profits relating to these sales.

We will process the transactions described above unless market conditions, technology failures, trading volumes or other matters beyond our control preclude us from accurately processing on the specified dates. In those circumstances, we will process the transactions on the next available business day.

If the sale of eligible mutual fund shares and equity positions is not sufficient to satisfy the unpaid debit balance, it will remain due in the account.

If necessary, we will complete this process for collecting unpaid fee balances in March, June and September each year using the same procedures and timing (second Monday and third Monday, respectively) outlined above.

#### Account transfers and fees

If you instruct us to transfer your account or all the positions in your account to another financial institution, you will be subject to an Account Transfer Fee. If you close your account, whether by transferring, requesting a final check or by other means, before the annual service fee is billed for that calendar year, we will debit your account for the Annual Service Fee that you would have been charged.

The automatic annual service fee waivers are only applied during the annual billing event on the fourth business day in December. These waivers will not be applied to the annual service fee if an account transfers out of the firm or closes prior to the annual billing event.

#### Account service and other related fees

<i>Annual Service Fee for Account types</i>	<i>Fee</i>	<i>Notes and Definitions</i>
Resource Management Account (RMA)	\$175	
International Resource Management Account (IRMA)	\$200	
IRA Resource Management Account (IRA-RMA)	\$175	
Individual Retirement Account (IRA)	\$100	Includes SEP and SIMPLE IRAs
Coverdell Education Savings Account (CESA)	\$100	
403(b)(7) Custodial Account	\$100	
Qualified Plan Fee	\$100	
Business Services Account BSA	\$175	
Business Services Account BSA Qualified Plans	\$175	
International Business Services Account BSA	\$200	
Basic Investment Account	\$100	This account is no longer available.
International Basic Investment Account	\$100	This account is no longer available.
Wealth Advice Center Limited Purpose Account	\$100	

Please note that if your account is a UBS employee account or a UBS employee-related account, different annual service fees apply, and additional fee waivers are available. Contact your Financial Advisor for more information.

#### Other fees, charges and compensation

We also charge commissions, mark-ups and/or other fees and charges for execution of transactions to purchase and sell securities, options or other property through us and our affiliates. These charges and fees may include, but are not limited to: transaction fees; subscription fees for US government and government agency issues; insurance premiums; and other charges associated with the custody, handling and transfer of securities, funds and assets, including amounts we pay others in connection with transactions for your account. You agree to pay these charges, commissions and/or fees at our 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 by the changes. We may waive the annual service fee or other charges based on a variety of factors, including the extent of our relationship with you.

As a client, you understand that we will earn income at the prevailing market rates on overnight investments, on deposits and credits to your account(s), until the cash balances are invested or swept into the UBS Deposit Account Sweep Program, a Sweep Fund or Other Sweep Option. This does not apply if your account is an Individual Retirement Account, ERISA Plan, 403(b)(7) Account, or Coverdell Education Savings Account over which UBS has investment discretion or has agreed to act as a "fiduciary" (as defined in Section 3(21) of ERISA or Section 4975(e)(3) of the Internal Revenue Code). You agree that the overnight investment income will be part of our compensation for services rendered with respect to your account, separate from and in addition to compensation described in the applicable fee schedule below. You also agree that such compensation, together with all other fees and charges, is reasonable. Once cash balances are credited to your account(s), they are generally invested in the applicable sweep option on the next business day.

You agree to pay a late charge if you purchase securities on a cash basis and fail to pay for them by the settlement date. We may impose a late fee at the maximum rate of interest set forth in the "Statement of Credit Practices," if applicable, or otherwise at the maximum rate permissible by law. The late charge will be imposed from the settlement date until the date of payment, without regard to our right to sell the securities in accordance with your Client Relationship Agreement and applicable laws, rules and regulations. Unpaid late payment interest will be collected as part of the process described above for collecting unpaid fee balances by selling securities from your account, and further notices may not be given prior to such sales. We charge interest on all amounts advanced and other balances due in accordance with our "Statement of Credit Practices," if applicable, or otherwise at the maximum rate permissible by law.



<i>Other Fees</i>	<i>Fee</i>	<i>Notes and Definitions</i>
Maintenance Fee	\$95	We charge this fee if your eligible assets in a Marketing Relationship do not maintain the minimum required levels as described above.
Account Transfer Fee	\$95	
Processing and Handling Fee (per transaction)	\$5.25	
Transaction Fee (per sale transaction of equities and covered equity options)	Varies. Generally between 0.00051% – 0.00278% of the transaction amount	This fee, which is displayed on trade confirmations, is charged at the same rate as the Section 31 Fee rate, which is set by the SEC and adjusted twice per year. The amount of the fee, which covers the transaction fees UBS is required to pay to self-regulatory organizations, is rounded by UBS to the nearest penny or up to one penny if less than one. The rate varies, but in recent years has been between 0.00051% – 0.00278%. For the most updated information on the amount of the transaction fee, refer to "Transaction fee on the sale of equities and covered equity options" at <a href="https://ubs.com/disclosuredocuments">ubs.com/disclosuredocuments</a> .
Annual Physical Security Safekeeping (per security per Account)	\$75	This is a fee for storing stock certificates or other physical securities on your behalf.
Restricted Legend Removal Fee (per security)	\$125	This fee covers costs associated with the legal transfer from restricted to transferable shares.
Non-DRS Transfer Fee	\$25	This fee applies on securities that do not participate in the Direct Registration System (DRS) and is charged for the transfer and shipment of a client's book-entry shares into physical certificate form registered in client name or another name designated by the client.
Legal Transfer Fee	\$25	This fee is charged for processing a change of registration of security in certificate form due to events (such as death of original owner, a minor reaching the age of majority, etc.)
Bounced Check Fee	\$15	This fee is charged if a check drawn on your account is returned for insufficient funds.
Returned Check Deposit Fee (per check)	\$25	This fee is charged when a check deposited to your account is returned for insufficient funds.
Special Check Handling Fee	\$10	This fee is charged when we pay a check that exceeds your Withdrawal Limit.
Federal Fund Wire Transfer Fee (applies to US Dollar wire transfers)	\$25	The following billable accounts residing in the same Marketing Relationship receive a total of three free outgoing US Dollar wire transfers per year, per Marketing Relationship: RMA, IRA-RMA, Business Services Account BSA (Sole Proprietorships only), Business Services Accounts BSA opened for the individual's investment purposes with the following organizational structures only (beneficial ownership of the organization must be individual, trust or estate): Limited Liability Company, Limited Partnership, Limited Liability Partnership and Limited Liability Limited Partnership and IRA accounts residing within the same Marketing Relationship with these billable accounts.
Foreign Currency Wire Transfer Fee	\$45	This fee is charged for all outgoing foreign currency wire transfers. It is not included in the three free US Dollar Federal Fund Wire transfers per year described above.
Check Stop Payment Fee (per check)	\$12	
Check Stop Payment Fee (series of 3 or more)	\$25	
Check Copy Fee (per item)	\$2.50	
Overnight Delivery of Wallet Style Check-Order Fee	\$15	
Voluntary Corporate Action Fees	\$30	This fee is charged when account owners decide how they would like their assets to be handled when corporations take certain actions, such as voluntary tender offers.
Support Services and Processing Fee	\$75	This fee applies to purchases or sales of no-load mutual funds and institutional mutual fund share classes in brokerage accounts, regardless of the amount of the transaction.
American Depositary Receipts (ADR)/Global Depositary Receipts (GDR) Service Fee	Varies	If you own these types of securities, this fee may be charged by the third-party depository bank that holds the underlying assets and manages all registration and recordkeeping for the securities. UBS does not retain any portion of this fee.

The following are examples of annual fees for four Marketing Relationships at UBS:

**Scenario 1:  
\$2,000,000 or more in eligible assets and liabilities at UBS**

- Total eligible assets in UBS accounts in the Marketing Relationship: \$8,000,000
- Couple with a Joint RMA
- Each spouse has a traditional IRA
- One has a Roth IRA

Account type	Fee type	Fee amount
Joint RMA	Annual	\$175
Traditional IRA	Annual	\$100
Traditional IRA	Annual	\$100
Roth IRA	Annual	\$100
<b>Total amount of fees waived</b>		<b>\$475</b>
<b>Total annual account fees</b>		<b>\$0</b>

**Scenario 2:  
\$500 fee cap applies**

- Total eligible assets in UBS accounts in the Marketing Relationship: \$1,500,000
- Couple with a Joint RMA
- Each spouse has an IRA
- The couple maintains two accounts for a business that they operate

Account type	Fee type	Fee amount
Business Services Account BSA	Annual	\$175
Business Services Account BSA	Annual	\$175
Joint RMA	Annual	\$175
IRA	Annual	\$100
Additional IRA	Annual	\$100
<b>Fee reduction due to fee cap</b>		<b>-\$225</b>
<b>Total annual account fees</b>		<b>\$500</b>

**Scenario 3:  
Assets and liabilities of \$2,000,000 or more using My Total Picture**

- Total eligible assets and liabilities in UBS accounts in the Marketing Relationship: \$1,700,000
- Eligible and verifiable assets and liabilities reported to UBS through My Total Picture: \$1,300,000
- Couple each with an RMA
- One has a Roth IRA

Account type	Fee type	Fee amount
RMA 1	Annual	\$175
RMA 2	Annual	\$175
Roth IRA	Annual	\$100
<b>Total amount of fees waived</b>		<b>\$450</b>
<b>Total annual account fees</b>		<b>\$0</b>

**Scenario 4:  
Assets of less than \$75,000—Maintenance Fee assessed**

- Total eligible assets in UBS accounts in the Marketing Relationship: \$74,000
- Client with an RMA and a traditional IRA

Account type	Fee type	Fee amount
RMA*	Annual	\$175
	Maintenance	\$95
Traditional IRA	Annual	\$100
<b>Total annual account fees</b>		<b>\$370</b>

\* This RMA will pay the maintenance fee to cover the entire Marketing Relationship.

# Bill Payment and Electronic Funds Transfer Service Agreement

## Service agreement

As a client of UBS, you may request to enroll in our Bill Payment and Electronic Funds Transfer Service—an efficient and convenient way to pay your bills and transfer funds to and from certain accounts as described below.

This Service Agreement constitutes the terms and conditions that govern the UBS Bill Payment and Electronic Funds Transfer Service, as well as other electronic funds transfers, including transfers under the *CashConnect* service, transfers to and from UBS Bank USA in connection with deposit and loan accounts, and other transfers made through the Automated Clearing House (ACH) system.

All bill payments and electronic funds transfers are subject to your Client Relationship Agreement. If there is a conflict between this Service Agreement and the Client Relationship Agreement, this Service Agreement will control. By enrolling in our Bill Payment and Electronic Funds Transfer service, you agree that you may not use the service to make any illegal payments or transfers, and you agree that we may refuse to execute requested bill payments and electronic funds transfers in order to prevent suspected fraud or illegal activity.

## The UBS bill payment service

After we approve your enrollment in the UBS Bill Payment Service, you may initiate payments from your Account to payees within the US. When instructed, we will make regular, periodic payments in fixed amounts to a particular payee or initiate one-time payments of a specified amount to a payee. We may send the funds electronically or by paper check to your intended payee. We recommend that you do not use the UBS Bill Pay service to schedule tax payments, court-ordered payments or fines or any payments that require original documentation to be attached to the payment, which can result in delayed posting or inability of the recipient to post the payment in a timely manner.

If you use the Bill Pay service for these types of payments and your payment is posted by the recipient past the required due date, please be advised that penalty fees may be assessed. UBS is not liable for any penalties or other costs or damages you may incur if you request or schedule these types of payments through the Bill Pay Service.

## The UBS electronic funds transfer service

After we approve your enrollment in the UBS Electronic Funds Transfer Service, you may initiate transfers of funds between your Account and “Designated Internal Accounts” or “Authorized Outside Accounts” at other financial institutions or banks within the US. You must be entitled to withdraw funds from any Designated Internal Account from which you intend to transfer funds, and we must authenticate and accept any outside account to or from which you intend to transfer funds before you can initiate transfers.

## Authorization

By enrolling in the Bill Payment and Electronic Funds Transfer Service you authorize us to initiate payments and transfers to and from your Account, your Designated Internal Accounts and your Authorized Outside Accounts. We accept instructions online, over the telephone, in writing or other means. When you use UBS Online Services or ResourceLine, our telephone voice response system, you may be required to provide your password or Personal Identification Number (“PIN”). Certain bill payments and electronic funds transfers can only be requested through Online Services or in writing.

In addition, by enrolling in the service and through your continued use, you agree to maintain sufficient balances to cover your bill payments and electronic funds transfers at all

times. Likewise, you understand that we are not liable for any overdraft or insufficient funds situation caused by your payments or transfers, and you agree to repay any overdraft or insufficient funds on demand.

If an erroneous payment or transfer is made, you authorize us to debit or credit your Account to correct it, provided the correction is made in accordance with applicable laws, rules and regulations.

In addition, you authorize the banks or other financial institutions at which you maintain your Authorized Outside Accounts to accept ACH credits or debits to those accounts. Finally, by using our Bill Payment and Electronic Funds Transfer Service, you authorize us to obtain information about your funds transfer transactions from the other banks or financial institutions in order to provide the Bill Payment and Electronic Funds Transfer Service or to resolve transfer posting problems.

## Pay credit card feature

You can pay your UBS Credit Card on UBS Online Services using a feature called Pay Credit Card. You can make one-time-only payments or set up regular monthly payments. For regular monthly payments, you will have the option to pay i) the Statement Balance or ii) the Minimum Payment Due or iii) a fixed payment amount that you select. If your Minimum Payment Due for any month is greater than the fixed payment amount you selected, you authorize us to deduct that Minimum Payment Due. Likewise, if your Statement Balance for any month is less than the fixed payment amount you selected, you authorize us to deduct that Statement Balance.

*Recurring monthly payments—“statement balance” or “minimum due.” The following applies to payments made via Pay Credit Card from your Resource Management Account (RMA), Business Service Account BSA, UBS Credit Line account (SBL) or external bank account.*

Regular monthly statement balance or minimum due payments may be scheduled to occur on any date between the 10th and 20th calendar day of every monthly cycle so we are able to provide you with advance notice of amount as required by regulations.

- If a request to make an online recurring monthly payment is received by 6:00 p.m. for debits from an RMA, BSA or SBL account or 4:00 p.m. for debits from an external account and the first recurring payment is scheduled for that day, the UBS credit card issuer will credit your payment as of that day.
- If a request to make an online recurring payment is received after 6:00 p.m. for debits from an RMA, BSA or SBL account or 4:00 p.m. for debits from an external account, the UBS credit card issuer may credit your payment as of the next day.
- If a future dated recurring statement balance or minimum due payment date falls on a weekend or holiday, UBS Financial Services Inc. on behalf of the card issuer may process your payment on the prior Business Day.
- To cancel a recurring statement balance or minimum due payment you have until 10:00 p.m. on the day prior to payment date. If your payment date falls on a weekend or holiday, UBS Financial Services Inc. on behalf of the Card Issuer may process your payment on the prior Business Day. You will have until 10:00 p.m. on the calendar day prior to the payment date to cancel the payment.

*Recurring Payments “Other Amount”—From a UBS Resource Management Account (RMA), Business Service Account BSA, UBS Credit Line account (SBL) or external bank account*

*“You,” “your” and “yours” refer to clients of UBS. “UBS,” “we,” “us,” “our” and “ours” refer to UBS Financial Services Inc. and unless we indicate otherwise, its successor firms, subsidiaries, correspondents and affiliates, including its parent company, UBS AG.*

*“Accounts” refers to all accounts you open with us now or in the future.*

*You may enroll in the Bill Payment and Electronic Funds Transfer Service by contacting your Financial Advisor.*

*All times referred to in this document are Eastern Time.*

*Note: Individual Retirement Accounts (IRAs) and Basic Investment Accounts cannot process Electronic Funds Transfers via ResourceLine.*

*“Payees” are the vendors and other persons, companies or entities you wish to receive funds through the UBS Bill Payment Service.*

*A “Designated Internal Account” is any other UBS account you have designated to transfer funds to or from.*

*An “Authorized Outside Account” at another bank or financial institution is one you have designated as a recipient or source of electronic funds transfers, and for which account authorizations have been authenticated, completed and accepted.*

*ResourceLine, our interactive voice response telephone unit, is available 24 hours a day, 7 days a week, at 800-762-1000, Option “0,” in the US or, outside the US, by calling collect at 201-352-5257.*

You may notify us by calling 800-762-1000, 24 hours a day, 7 days a week, or by writing to: UBS Financial Services Inc., 1000 Harbor Boulevard, 5th Floor, Weehawken, NJ 07086 Attn: Bill Payment and Electronic Funds Transfer Service

Outside the US, call us collect at 201-352-5257.

See the section titled, "Providing Payment or Transfer Instructions" to review ways to access our systems.

Your Account's "Withdrawal Limit" is the amount of funds available for securities purchases and other transactions on any particular day. For more information, see the "General Terms and Conditions" in the Agreements and Disclosures booklet or call your Financial Advisor.

"Business Days" are Monday through Friday. Bank holidays in New York State and New York Stock Exchange holidays are not a business day.

- Recurring "Other Amount" payments may be scheduled to occur any day during the monthly cycle.
- If a future dated "other amount" payment date falls on a weekend or holiday, UBS Financial Services Inc. on behalf of the Card Issuer may process your payment on the prior Business Day.
- To cancel a recurring "other amount" payment you have until 10:00 p.m. on the day prior to payment date. If the payment date falls on a weekend or holiday, UBS Financial Services Inc. on behalf of the card issuer may process your payment on the prior Business Day and you may cancel up to 10:00 p.m. on the calendar day prior to the payment date.

**One-time only payments-From a UBS Resource Management Account (RMA) or a Business Service Account BSA.**

- One-time-only payments may be scheduled to occur any day during the monthly cycle.
- Same day one-time-only payments submitted before 10:00 p.m. on Business Days or at any time on weekends and holidays will be credited to the UBS Credit Card the same day.
- Payments submitted after 10:00 p.m. on a Business Day may be processed the following Business Day.

**One-time only payments- From a UBS Credit Line account (SBL)**

- One-time-only payments may be scheduled to occur any day during the monthly cycle.
- Same day one-time-only payments submitted before 6:00 p.m. will be credited to the UBS credit card the same day.
- Payments submitted on a weekend and holiday or after 6:00 p.m. on a Business Day may be processed the following Business Day.

**One-time-only payments-From an external bank account.**

- One-time-only payments may be scheduled to occur any day during the monthly cycle.
- Same day one-time-only payments submitted before 4:00 p.m. on Business Days will be credited to the UBS credit card the same day.
- Payments submitted on a weekend and holiday or after 4:00 p.m. on a Business Day may be processed the following Business Day.

You are responsible for ensuring that there are sufficient funds in your account for each payment you authorize.

If any payment is rejected for insufficient funds, both we and the UBS credit card issuer may charge you applicable fees. Except as expressly provided in this Pay Credit Card Feature section, the terms of the Service Agreement apply to your use of the Pay Credit Card Feature.

**CashConnect feature for the UBS credit card**

If you apply for and receive a UBS Credit Card from the UBS Credit Card Issuer, you authorize us to transfer funds from your Account to repay any cash advances that the UBS Credit Card Issuer tells us you received through your Credit Card at ATMs or banks (Cash Advances). Transfers will be made each business day to repay Cash Advances obtained that day. Transfers will be made up to your Withdrawal Limit. You authorize the UBS Credit Card Issuer and us to share information regarding Cash Advances in order to facilitate the *CashConnect* feature. The terms of Cash Advances, and the posting of *CashConnect* transfers to the UBS Credit Card, are the responsibility of the UBS Credit Card Issuer and not us.

The *CashConnect* feature will apply automatically when you obtain a Credit Card and is subject to the terms of the Bill Payment and Electronic Funds Transfer Service Agreement, even if you do not enroll in the service. Transfers from your Account to pay Cash Advances are considered to be electronic funds transfers for purposes of this Service Agreement.

If you have any questions regarding the *CashConnect* feature, please call us at 1-800-762-1000.

**Termination of authorization**

Your authorization will remain in effect until we receive notification from you to terminate it. You may terminate or modify your authorization at any time. Your termination will become effective as soon as we have had a reasonable amount of time to act on it. We are not responsible for bill payments or electronic funds transfers that are not paid after you terminate these services, and you remain responsible for any outstanding fees or obligations arising from your use of these services.

We accept instructions to terminate your authorization by telephone or in writing. If you notify us by telephone, we may require you to send us written notification also.

The *CashConnect* feature will be terminated automatically if your account is closed or suspended.

UBS may also terminate these services and close these accounts at any time without prior notice.

**Maximum transaction amounts**

The maximum amount you may pay or transfer from your account is equal to your "Withdrawal Limit." Your obligations are satisfied in the order described in the "Order of Permitted Payments" section of this booklet. The maximum amount you may transfer from an Authorized Outside Account is determined by the bank or financial institution at which you maintain that account. We may change the maximum transaction amount or impose a minimum amount at any time without prior notice. Transfers may be made only in US dollars.

**Providing payment or transfer instructions**

You may provide payment or transfer instructions via the Internet, over the telephone, in writing or by other means. The Bill Payment and Electronic funds Transfer Service is available 24 hours a day, 7 days a week (excluding maintenance periods) at [ubs.com/onlineservices](http://ubs.com/onlineservices) or by calling 800-762-1000 to access **ResourceLine**. With ResourceLine you may use our interactive voice response system or speak to a live operator. Outside the US, you may call us collect at 201-352-5257. Certain bill payments and electronic funds transfers can only be requested through Online Services or in writing. **We cannot accept payment or transfer instructions provided via e-mail.**

Instructions to transfer \$100,000 or more must be provided to a live operator or executed via Online Services. The transaction limit via Online Services is \$1,000,000. We reserve the right to change or limit the frequency or dollar amount of a payment or transfer at any time without prior notice.

**Process date**

Your instructions to us must specify the date on which you want us to initiate a payment or transfer. That date is called the "Process Date."

The Process Date is **not**, however, the date on which the payment or transfer will actually be received and/or posted by your payee.

**Timing of bill payments**

We will debit your Account for a bill payment on the Process Date indicated in your instructions. However, if the Process Date falls on a weekend or holiday, your payment will be processed on the next available Business Day. If your payee can receive electronic payments, we will generally send your payments electronically. Otherwise, we will mail a physical check to the payee's address of record. Depending on whether the payment is sent electronically or by physical check, it may not be received by the payee until several days after the Process Date.

Accordingly, we recommend that all instructions specify a Process Date at least seven (7) to ten (10) business days prior to the date the payment is due. If you follow the procedures described above and schedule your payments for a Process Date at least seven (7) to ten (10) business days prior to the due date of the bill, and we fail to process

the payment on the scheduled Process Date, we will be responsible for up to \$50.00 in late charges. In all other circumstances, you will be responsible for all late charges and penalties.

Except as provided here, we agree to initiate all payments in accordance with your instructions. We are not liable for damages unless we breach our agreement. Likewise, we are not responsible for any delay by the receiver in posting or crediting a bill payment or electronic funds transfer, or for delays caused by incorrect payment instructions or for other reasons beyond our control.

We earn interest income on bill payments during the time after the funds are debited from your Account and before the bill payment is processed.

#### Canceling bill payments

You may cancel specific payment instructions from your Account until 6:00 p.m. on the Process Date (or until 6:00 p.m. on the next Business Day if the Process Date falls on a weekend or holiday).

#### Timing of electronic funds transfers

Transfers to a Designated Internal Account or to an Authorized Outside Account will generally be sent from your Account on the Process Date indicated in your transfer instructions.

We initiate transfers from a Designated Internal Account or an Authorized Outside Account to your Account on the Process Date indicated in your transfer instructions.

If the Process Date for a transfer scheduled in advance (including recurring transfers) falls on a weekend or holiday, the transfer will be processed on the prior Business Day subject to the cut-off time for entering transfer requests. If the Process Date for an internal transfer involving a UBS IRA or qualified plan account falls on a weekend or holiday, the transfer will be processed on the next Business Day.

#### Canceling electronic funds transfers

You may cancel specific transfer instructions to an Authorized Outside Account from your Account or from an Authorized Outside Account to your Account until 6:00 p.m. on the Process Date for that transaction (or until 6:00 p.m. on the prior Business Day if the Process Date falls on a weekend or holiday).

You may cancel transfers between Designated Internal Accounts until the beginning of the daily system update cycle (approximately 10:00 p.m.) on the day prior to the Process Date. If Process Date falls on a weekend or holiday, we will effect the transfer on the prior Business Day and you may cancel up to 10:00 p.m. on the prior calendar day.

You may cancel transfers scheduled between a UBS IRA or qualified plan account and a non-Retirement account until 6:00 p.m. on the Process Date (or until 6:00 p.m. on the next Business Day if the Process Date falls on a weekend or holiday).

#### Additional information regarding scheduled transactions

Process Dates for specific transfers and payments that you have scheduled are available for review on Online Services or ResourceLine. We are not liable for cancellations we receive after the applicable cut-off time.

You may request a cancellation the same way you provide payment or transfer instructions. If you make your request over the telephone, however, we may require you to confirm it in writing within 14 days after your call. If you send your request through the mail, we must receive it in our offices at least three (3) business days before the Process Date.

If you ask us to stop a regular automatic payment, bill payment or electronic funds transfer that you have authorized in advance, and we do not do so, we will be liable for your losses or damages to the extent required by Federal law. We do not accept liability, however, for losses

or damages that might be incurred if we did not receive your request by 6:00 p.m. Eastern time on the Process Date.

You may attempt to cancel a transaction that has been processed but not "cleared." A cleared payment or transfer is one that has been received and posted by the payee or outside financial institution. To attempt to cancel a transaction after its Process Date but before it has cleared, call us at 800-762-1000. We will not accept liability for losses or damages that might be incurred if we are unable to stop the payment or transfer. We may also require you to confirm your request in writing within 14 days of your call. We will charge a fee of \$15.00 for each request to cancel a payment or transfer after its Process Date.

#### Funds transfer initiated by third party; electronic check conversion

You may authorize a third party to debit your accounts using an electronic funds transfer. In addition, you may authorize a merchant, or other payee, to make a one-time payment from your account via an electronic funds transfer using information from your check. By enrolling in this service and through your continued use of it, you authorize us to honor and pay these electronic funds transfers, and debit your account for them any time after we receive them. We reserve the right, from time to time, to impose limitations on the number, frequency and dollar amount of these types of electronic funds transfers and to return or refuse to pay such electronic funds transfers that exceed those limits.

#### Documentation

We display the transfers for your Account on your monthly statement as required by applicable regulations. If there are no transfers in a given month, we send an account statement at least quarterly.

#### Unauthorized use of your account; lost or stolen pin or password

Please notify us immediately if your Account statement shows any unauthorized automatic payments, or unauthorized bill payments or electronic funds transfers, **other than a UBS Card transaction.\*** You could lose all the money in your Account if you fail to notify us of unauthorized transactions.

If you do not notify us within sixty (60) days after the statement on which an unauthorized transaction appears was mailed or made available to you, and if we can show that fraudulent transactions could have been stopped if you had notified us in a timely manner, you may not get back any money you lost after the 60 days. You must also notify us immediately by calling ResourceLine if you believe your PIN or password has been lost or stolen, or if there may be any unauthorized automatic payments, bill payments or electronic funds transfers from your Account.

You will have no liability for unauthorized automatic payments, bill payments or electronic funds transfers from your Account if:

- i. You have exercised reasonable care in safeguarding your PIN or password from risk of loss or theft;
- ii. You have not reported two or more incidents of unauthorized use within the preceding twelve months; and
- iii. Your Account is in good standing.

In any event, if you notify us within two (2) business days of discovering the loss or theft of your PIN or password or any unauthorized automatic payments or unauthorized bill payments or electronic fund transfers, you can lose no more than \$50.00.

If you do **not** notify us within two (2) business days after you discover the loss or theft of your PIN or password, or any unauthorized transactions, and we can show that we could have stopped the unauthorized use if you had notified us in a timely manner, you could lose up to \$500.00.

*\* If you find an unauthorized or questionable Card transaction, notify the Card Issuer in accordance with the Cardholder Agreement. The Cardholder Agreement, not this agreement, governs your liability for unauthorized Card transactions.*

*Notifying us by telephone is the best way to minimize your potential losses if you suspect your PIN or password has been lost or stolen, or if you find unauthorized transactions in your Account.*

*ResourceLine is available 24 hours a day, 7 days a week, at 800-762-1000, Option "0," in the US or, outside the US, by calling collect at 201-352-5257.*

*You can also call your Financial Advisor or write to us at: UBS Financial Services Inc., 1000 Harbor Boulevard, 5th Floor Weehawken, NJ 07086 Attn: Bill Payment and Electronic Funds Transfer Service*

*The Cardholder Agreements, not this agreement, governs the investigation of suspect Card transactions.*



If a good reason, such as a long trip or hospital stay, prevents you from notifying us, we will extend the above time periods reasonably.

#### Questions or errors on your account statement

If you think your account statement or receipt is incorrect, need more information about any transactions on a statement or receipt (except UBS Card transactions) or have any other inquiries about your Account, please call ResourceLine or write to us at the address above.

We will ask for the following information:

- i. Your name and account number
- ii. A description of the error or the transfer you are questioning, why you believe it is an error or why you need more information
- iii. The dollar amount of the suspected error

If you provide this information over the phone, we may ask you to send your description, complaint or question to us in writing within ten (10) business days of notifying us. We will investigate the issue and advise you of our findings within ten (10) business days after we receive your letter. If an error has been made, it will be corrected promptly. In some cases, however, it may take up to 45 days to investigate an error or question.

Investigations involving new Accounts, point-of-sale errors or foreign transactions may take up to ninety (90) days to complete. It may take us up to twenty (20) days to credit new Accounts for the amount you think is in error.

We will tell you the results of our investigation within three (3) business days of completing it. If we decide there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in the investigation.

#### Our liability for failure to make bill payments or electronic funds transfer

If we do not complete a transfer to or from your account on time or in the correct amount, as described in this agreement, we will be liable for your losses or damages to the extent required by Federal law. However, there are some exceptions for which we are not liable, including if:

- i. Through no fault of ours, the payment or transfer exceeds your Withdrawal Limit,
- ii. The funds in your Account are subject to legal process or other encumbrances restricting transfers,
- iii. Your Account has been retitled, closed or blocked for security reasons,
- iv. The Bill Payment or Electronic Funds Transfer Service was not working properly and you were aware of the malfunction when you entered your instructions,
- v. The bank or other financial institution where you maintain an Authorized Outside Account mishandles or delays a payment or transfer we send it,
- vi. You have not provided us with the correct names or account information for the accounts to or from which you wish to direct a payment or transfer,
- vii. Circumstances beyond our control, such as fire, flood or interference from an outside force, prevent or delay the transaction despite any reasonable precautions we may have taken, or
- viii. Any other exceptions stated in this agreement.

Except when not waivable under the law or rules of an applicable forum or tribunal, we are not liable for any special, incidental, consequential or exemplary damages, including, without limitation, lost profits arising in any way out of the use of these services, or for misdirected payments or transfers due to your input errors.

#### Confirming a payment or transfer

To confirm whether a payment or transfer, including a direct deposit, has been executed, log in to your Account via Online Services at [ubs.com/onlineservices](http://ubs.com/onlineservices) or call 800-762-1000.

#### Notice of varying amounts

If you intend to make regular preauthorized transfers of varying amounts to the same person or entity, the person you are going to pay is required to inform you at least 10 days before each payment, of the amount and timing of each payment.

#### Charges

Bill payments and electronic funds transfers are free of charge for all accounts other than a Business Services Account BSA (BSA). The first twenty (20) combined payments and transfers per month from a BSA to your Authorized Outside Accounts are free of charge. Thereafter, your Account will be charged \$0.50 for each outgoing transaction. Transfers into a BSA and between a BSA and any Designated Internal Accounts are free of charge.

We may terminate the Bill Payment or Electronic Funds Transfer Service or charge you for payments or transfers from your Account to your Authorized Outside Accounts if we determine that such payments and transfers have become excessive. If this happens, we will notify you.

We may charge you a returned-item fee of \$15.00 for each bill payment and/or electronic funds transfer that is returned due to insufficient or uncollected funds in any of your Authorized Outside Accounts. By enrolling in and using these services, you agree to pay the above charges and authorize us to charge your Account, or any other account you maintain with us, if there are insufficient funds in your Account for such amounts.

#### Rejected and returned electronic funds transfers

Transfers may be rejected and returned by your bank or other financial institution for the following reasons:

- i. *Insufficient or Uncollected Funds* in your Authorized Outside Account: When you request a transfer from an Authorized Outside Account, you must ensure that sufficient funds are available to complete the transfer.
- ii. *Closed Authorized Outside Account*: If the Authorized Outside Account from which you request a transfer is closed when we attempt to complete the transfer, it will be rejected and returned as incomplete.

We will deduct a returned item fee from your Account or, if funds are insufficient, from any other account you hold with us for each transfer request we cannot complete from an account with insufficient or uncollected funds or from a closed account.

#### Pin and password security

By enrolling in this service and through continued use of it, you agree not to give or make your PIN or Password available to any unauthorized individuals. If you suspect that your PIN or Password has been lost or stolen, that someone has attempted to use it without your consent, or that funds have been transferred or disbursed without your permission, you must notify us immediately by calling 800-762-1000. From outside the US, call 201-352-5257 collect. Operators are available 24 hours a day, 7 days a week. You can also notify us by writing to:  
UBS Financial Services Inc.  
1200 Harbor Boulevard, 6th Floor  
Weehawken, NJ 07086

Attn: Fraud Risk and Intelligence

#### Your privacy

At UBS, we are committed to safeguarding your personal information. For more information, please review the enclosed UBS Client Privacy Notice, which describes the personal information we collect and how we handle and protect it.

*The UBS Client Privacy Notice is mailed to you annually. It is also available on our website at [ubs.com](http://ubs.com). Click on "Privacy Statement" at the bottom of the Home page.*

*The UBS Client Privacy Notice is distributed in accordance with financial regulation. It is also available on our website at [ubs.com](http://ubs.com). Click on "Privacy Statement" at the bottom of the Home page.*

# UBS Visa Debit Card Cardholder Agreement

## Cardholder Agreement

This UBS Visa Debit card Cardholder Agreement (Cardholder Agreement) governs the usage of, and your rights and responsibilities with respect to, any UBS Visa Debit card(s) (each, a Card) issued in connection with your Account. The Card is issued by UBS Bank USA (also referred to as the Card Issuer) in accordance with an agreement between UBS Bank USA and UBS Financial Services Inc. (also referred to as UBS) and this Cardholder Agreement. Your Client Relationship Agreement and the terms, conditions and disclosures included in your Agreements and Disclosures booklet and other new account disclosures also apply to your Card, but the terms of this Cardholder Agreement control in the event of any inconsistency.

This Cardholder Agreement also applies to the use of any Cards you request us to issue to any additional cardholders, as well as to any person using any Card issued in connection with your Account with express, implied or apparent authority to act on your behalf or on the behalf of any other Cardholder. You agree that the Card Issuer may, but is not required to, act on instructions or respond to communications from those additional users. You are responsible for the use of all Cards issued in connection with your Account.

This Cardholder Agreement does not apply to other features of your Account, such as bill payments and electronic funds transfers, nor does it apply to the UBS credit card.

## Account Access

You may use your Card to:

- Purchase goods and services wherever Visa debit cards are accepted, and at retail locations that participate in and display the network symbols shown on the back of your Card.
- Get cash from your Account from ATMs across the country and around the world that accept cards with marks shown on the front or back of your Cards.

*My Choice Rewards points, Cash Rewards, or any other type of rewards currency are not earned through the use of the UBS debit card for any transaction type.*

You agree not to use your Card in any illegal transaction, or to purchase, trade or carry securities.

## Withdrawal Limit

Using your Card, you may get cash and make purchases up to an amount set by UBS or your Withdrawal Limit, whichever is less. Note that your Withdrawal Limit may change throughout each day and from day to day. Please note, however, that if your Account is subject to a guarantee that secures the repayment of an obligation or amount you owe UBS or any of our affiliates (for example, pursuant to a Credit Line Guarantee Agreement), your Withdrawal Limit will be reduced on an ongoing basis by the amount we, or our affiliates, determine in our, or their, sole discretion is necessary to secure the liability. For a complete discussion of how we calculate your Withdrawal Limit, see the section entitled "Withdrawal Limit" in your Agreements and Disclosures booklet or other new account disclosures.

UBS will notify the Card Issuer, on your behalf, of your Withdrawal Limit. You agree that neither you nor any person authorized by you will initiate transactions with your Card(s) that exceed your Withdrawal Limit. You also agree that, if you do exceed your Withdrawal Limit, the amount

of all excess transactions will become immediately due and payable at our option.

For security reasons and in order to prevent fraud, we may impose limits on the number and amount of transactions that you can make with your Card. Some network ATM machines may impose additional limits on cash withdrawals.

## Security

You agree to take all reasonable precautions to prevent any other person from learning your PIN or otherwise gaining access to your account. You agree that if you give your Card to another person, you must get the Card back in order to terminate that person's authority to use your Card.

## Debiting of Transaction From Your Account

Your Card is not a credit card; it is an access device linked to your Account. You are responsible for all transactions made by using your Card, and for satisfying all obligations incurred in connection with its use. You authorize the Card Issuer to notify UBS of all your Card transactions on a daily basis, and you authorize UBS to pay the Card Issuer on your behalf. UBS will deduct funds from your Account to pay for your Card transactions.

By signing your Client Relationship Agreement, you authorize UBS, on notice from the Card Issuer, to deduct from your Account the amount of cash withdrawals made with the Card. You also authorize UBS, once each business day, to deduct from your Account the amount of purchases made with the Card that have been received by the Card Issuer but not yet deducted from your Account.

UBS will pay amounts from your Account in the order specified in the section entitled "Order of Permitted Payments" in your New Account booklet. If your Account is canceled or transferred, you agree that UBS may deduct from your Account and pay the Card Issuer the amount of both your cash withdrawals and purchases on a daily basis.

## Cancellation

We or the Card Issuer may cancel or revoke your Card, and refuse to allow further transactions, at any time for any reason without notice or liability, whether or not you are in default of any part of this Cardholder Agreement. Cancellation of your Card will not affect your liability for transactions and amounts not yet debited from your Account. You agree to surrender and stop using your Card(s) immediately on the request of the Card Issuer, UBS or any bank or merchant acting on instructions from us.

## Foreign Transactions

The Card Issuer and Visa (or their affiliates) will convert transactions in foreign currencies into US dollars. Visa will use its currency conversion procedures that are current at the time of the transaction. Currently, Visa selects a rate from the range of rates available in the wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives or the government-mandated rate in effect for the applicable central processing date. The currency conversion rate used on the conversion date may differ from the rate in effect on the date you used your Card.

In addition, the Card Issuer will charge UBS Cardholders a Foreign Country Transaction Fee of 3% of the US dollar amount of the transaction if you use your Card or account to effect a transaction with a party located outside of the United States and a separate Foreign Country Transaction

*"Card Issuer" refers to UBS Bank USA, the issuer and processor of the UBS Visa Debit card or other issuer of that Card.*

*As used in this Cardholder Agreement, "you" and "your" mean the applicant and any joint applicant(s) for the UBS Visa Debit card, and "we," "us," "our" and "ours" refer jointly to UBS Financial Services Inc. and the Card Issuer.*

*Throughout this Cardholder Agreement, "Card" and "Cards" refer to the UBS Visa Debit card(s) issued in connection with your UBS Account, but not to the UBS Visa Signature credit card.*

*For the purposes of this Cardholder Agreement, "business days" are defined as Monday through Friday. Any day when banks in New York State are authorized or required to be closed and/or any day which is a New York Stock Exchange holiday is not a business day.*

*Your Withdrawal Limit is the combined total of any uninvested cash balances in your Account, balances held in Sweep Options and, if you have margin, the Available Margin.*

*See the "Fees and Charges" section of your New Account booklet for information about other fees applicable to your Account.*



Fee of 2% of the US dollar amount if you use your Card to obtain foreign currency from an ATM or an office of a financial institution located outside the United States.

### Fees

Except as discussed in the Foreign Transactions section above, no fees are charged for the use or maintenance of your Card.

When you use an ATM, you may be charged transaction fees by the ATM operator or the networks that are used for the transaction, and you may be charged a fee for a balance inquiry even if you do not withdraw funds or complete a fund transfer. For cash withdrawals made in the US, UBS will reimburse you up to \$5.00 per transaction for ATM fees that are charged by ATM operators or networks. ATM fees for cash withdrawals made outside the US are not reimbursed. We are able to rebate ATM fees only in cases where the transaction fee surcharge is submitted to UBS by the ATM operator and/or network used. In the event that you have not received a rebate for a fee that you believe is eligible, please call 800-762-1000 or collect at 201-352-5257 for assistance.

### Refunds

You agree to accept a credit to your Card instead of a cash refund if you are entitled to a refund for any reason, including in connection with the purchase of goods or services with, or any error on, your Card.

### Confidentiality

UBS or the Card Issuer will disclose information to third parties about your Account, your Card or your transactions:

- When necessary to complete a transfer or transaction;
- To verify the existence and condition of your Account or Card for a third party, such as a credit bureau or merchant;
- To comply with government agency or court orders;
- If you give your express permission; or
- As described in the UBS Client Privacy Notice.

You agree that UBS and the Card Issuer may share information with any network that may process your Card transactions, for the purpose of administering your Card account.

### Documentation

You can get a receipt every time you use your Card at an ATM or point-of-sale terminal. Your monthly Resource Management Account (RMA) account statement will show the transfers and transactions you make using your Card.

### The Card Issuer's Liability To You

If the Card Issuer does not complete a transfer to or from your Account on time or in the correct amount according to this Cardholder Agreement, the Card Issuer will be liable for your losses or damages to the extent required by Federal law. However, the Card Issuer will not be liable for your losses or damages if, for instance:

- Through no fault of the Card Issuer, the transfer exceeds your Withdrawal Limit;
- The ATM where you are making the transfer does not have enough cash;
- The terminal or system was down, or not working properly, and you knew it was not working properly when you started the transfer;
- Circumstances beyond the Card Issuer's control (such as fire or flood) prevent the transfer, despite reasonable precautions that the Card Issuer has taken;
- Through no fault of the Card Issuer, the balance of your Account was attached, subject to legal process or blocked in some way; or
- You were trying to defraud the Card Issuer.
- There may be other exceptions stated in this Cardholder Agreement.

### Contact In The Event Of Unauthorized Transfer

If you believe your Card or Personal Identification Number (PIN) has been lost or stolen or that someone has used or may use your Card or PIN without your permission, call 800-762-1000 or write: UBS Bank USA—Card Operations, 315 Deaderick Street, 5th Floor, Nashville, TN 37238.

### Your Liability For Unauthorized Transfer

Tell Card Issuer at once if you believe your Card or PIN has been lost or stolen, or if your statement shows transfers that you did not make. Telephoning is the best way of reducing possible losses. You could lose all the money in your Account.

You will have no liability for unauthorized use of your Card or PIN if:

- You have exercised reasonable care in safeguarding your Card and PIN from risk of loss or theft;
- You have not reported two or more incidents of unauthorized use within the preceding twelve months; and
- Your Card account is in good standing.

In any event, if you tell the Card Issuer within two (2) business days after you learn of the loss or theft of your Card or PIN, you can lose no more than \$50.00 if someone used your Card or PIN without your permission. If you do not tell the Card Issuer within two (2) business days after you learn of the loss or theft of your Card or PIN, and the Card Issuer can prove that it could have stopped someone from using your Card or PIN without your permission if you had told it, you could lose as much as \$500.00.

Also, if your statement shows transfers that you did not make, including those made by Card or PIN, tell the Card Issuer at once. If you do not tell the Card Issuer within 60 days after the statement was mailed to you may not get back any money you lost after the 60 days if the Card Issuer can prove that it could have stopped someone from taking the money if you had told it in time. If a good reason (such as a long trip or a hospital stay) kept you from notifying the Card Issuer, the Card Issuer will extend the time periods.

### In Case Of Errors Or Questions About Your Transactions

Call the Card Issuer at 800-762-1000 or write the Card Issuer at UBS Bank USA—Card Operations, 315 Deaderick Street, 5th Floor, Nashville, TN 37238, as soon as you can, if you think your statement or a receipt is wrong, or if you need more information about a transaction listed on your statement or a receipt.

If the error concerns an ATM transaction, you must contact the Card Issuer and not the financial institution or network that operates the ATM. You must contact the Card Issuer no later than 60 days after the first statement on which the error or problem appeared was sent to you.

- Tell the Card Issuer your name and Card number;
- Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information;
- Tell the Card Issuer the dollar amount of the suspected error.

If you tell the Card Issuer verbally, it may require that you submit your complaint or question in writing within ten (10) business days.

The Card Issuer will determine whether an error has occurred within ten (10) business days after hearing from you and will correct any error promptly. If the Card Issuer needs more time to investigate your complaint or question, however, it may take up to forty-five (45) days to do so. If the Card Issuer decides to do this, we will credit your Account within ten (10) business days for the amount you think is in error, so that you will have use of the funds during the time it takes the Card Issuer to complete their

*Notifying the Card Issuer by telephone is the best way to keep your possible losses down. You could lose all the money in your Account.*

investigation. If the Card Issuer asks you to put your complaint or question in writing and it does not receive it within ten (10) business days, we may decide not to credit your Account.

For errors involving new Accounts, point-of-sale or foreign-initiated transactions, the Card Issuer may take up to ninety (90) days to investigate your complaint or question. For new Accounts, the Card Issuer may take up to twenty (20) business days to credit your Account for the amount you think is in error.

The Card Issuer will tell you the results within three (3) business days after completing its investigation. If the Card Issuer decides that there was no error, the Card Issuer will send you a written explanation. You may ask for copies of the documents that were used in the investigation.

#### **Changes To This Agreement and Applicable Law**

We reserve the right to change, modify, delete or add (collectively, Changes) to this Cardholder Agreement and to apply any Changes to Cards that have been issued. We will provide you with a notice of all Changes as required by applicable law. The Card Issuer may, at any time and in its sole discretion, choose to not exercise a right without waiving that right.

This Cardholder Agreement and all aspects of the relationship between you and the Card Issuer with regard to the Card are governed by and construed in accordance with Federal law, and to the extent that state law applies, the laws of the State of Utah.

#### **Arbitration**

At the election of either you or us, any claim, dispute or controversy (Claim) by either you or us against the other, or against the employees, agents or assigns of the other, arising from or relating in any way to this Cardholder Agreement or the Card including (without limitation) Claims based on contract, tort (including intentional torts), fraud, agency, negligence, statutory or regulatory provisions or any other source of law and (except as specifically provided in this Agreement) Claims regarding the applicability of this arbitration clause or the validity of the entire Cardholder Agreement, shall be resolved exclusively and finally by binding arbitration under the rules and procedures of the arbitration Administrator selected at the time the Claim is filed. The Administrator selection process is set forth below. For purposes of this provision, "you" includes any authorized user on the Account, and any of your agents, beneficiaries or assigns; and "we" or "us" includes our employees, parents, subsidiaries, affiliates, beneficiaries, agents and assigns, and to the extent included in a proceeding in which UBS Bank USA is a party, its service providers and marketing partners. Claims made and remedies sought as part of a class action, private attorney general or other representative action (hereafter all included in the term class action) are subject to arbitration on an individual basis, not on a class or representative basis.

Alternatively, you and we may pursue a Claim within the jurisdiction of a small claims court, provided that the action remains in that court, is made on behalf of or against you only and is not made part of a class action, private attorney general action or other representative or collective action. Further, you and we agree not to seek to enforce this arbitration provision, or otherwise commence arbitration based on the same claims in any action brought before the small claims court. The party initiating arbitration shall utilize the American Arbitration Association, [adr.org](http://adr.org), 1633 Broadway, 10th Floor, New York, New York 10019, 800-778-7879, to administer the arbitration (the Administrator). The Administrator provides information about arbitration, its arbitration rules and procedures, fee

schedule and claims forms at its web site or by mail as set forth above. The Administrator will apply the rules and procedures in effect at the time the arbitration is filed. The Claim will be heard before a single arbitrator, whose authority is limited exclusively to the resolution of Claims between you and us and to providing an award effective only on behalf of you and/or us.

The arbitration will not be consolidated with any other arbitration proceedings. The Administrator shall resolve each dispute in accordance with applicable law. If you commence arbitration, you must provide us the notice required by the Administrator's rules and procedures. The notice may be sent to us at UBS Bank USA—Card Operations, 315 Deaderick Street, 5th floor, Nashville, TN 37238. If we commence arbitration, we will provide you notice at your last known address in our records. We agree to honor your request to remove the action to a small claims court, provided that we receive the request within thirty days of the notice of commencement of arbitration. Any arbitration hearing at which you appear will take place at a location within the federal judicial district that includes your billing address at the time the Claim is filed. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16. Judgment upon any arbitration award may be entered in any court having jurisdiction. No class actions or joinder or consolidation of any Claim with a Claim of any other person or entity shall be allowable in arbitration, without the written consent of both you and us. In the event that there is a dispute about whether limiting arbitration of the parties' dispute to non-class proceedings is enforceable under applicable law, then that question shall be resolved by litigation in a court rather than by the arbitrator; and to the extent it is determined that resolution of a Claim shall proceed on a class basis, it shall so proceed in a court of competent jurisdiction rather than in arbitration. We will pay, or reimburse you for, all fees or costs to the extent required by law or the rules of the arbitration Administrator. Whether or not required by law or such rules, if you prevail at arbitration on any Claim against us, we will reimburse you for any fees paid to the Administrator in connection with the arbitration proceedings. In addition, in any arbitration that you elect to file that could be heard in small claims court in your jurisdiction, we will pay the filing fees and other arbitration fees above the cost of filing in that small claims court. If you are required to advance any fees or costs to the arbitration Administrator, but you ask us to do so in your stead, we will consider and respond to your request. This arbitration agreement applies to all Claims now in existence or that may arise in the future except for Claims by or against any unaffiliated third party to whom ownership of your Account may be assigned, in which case this arbitration agreement will apply only if you or the third party chose arbitration. This arbitration agreement survives the termination of the Cardholder Agreement or the Account relationship, and your filing of bankruptcy.

ARBITRATION WITH RESPECT TO A CLAIM IS BINDING AND NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM THROUGH A COURT. IN ARBITRATION YOU AND WE WILL NOT HAVE THE RIGHTS THAT ARE PROVIDED IN COURT INCLUDING THE RIGHT TO A TRIAL BY JUDGE OR JURY AND THE RIGHT TO PARTICIPATE OR BE REPRESENTED IN PROCEEDINGS BROUGHT BY OTHERS SUCH AS CLASS ACTIONS OR SIMILAR PROCEEDINGS. IN ADDITION, THE RIGHT TO DISCOVERY AND THE RIGHT TO APPEAL ARE ALSO LIMITED OR ELIMINATED BY ARBITRATION. ALL OF THESE RIGHTS ARE WAIVED AND ALL CLAIMS MUST BE RESOLVED THROUGH ARBITRATION.

**Preauthorized Payments**

If you have told the Card Issuer in advance to make regular payments from your Account using your Card, you can stop any of those payments. Here's how: Call the Card Issuer at 800-762-1000, or write to the Card Issuer at: UBS Bank USA—Card Operations, 315 Deaderick Street, 5th floor, Nashville, TN 37238, in time for the Card Issuer to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, the Card Issuer may also require you to put your request in writing and deliver it to the Card Issuer within 14 days after you call.

If these regular payments vary in amount, the payee will tell you ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payments differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

If you order the Card Issuer to stop one of these payments three (3) business days or more before the transfer is scheduled, and the Card Issuer does not do so, the Card Issuer will be liable for your losses and damages.

# UBS Visa Signature and UBS Visa Infinite Credit Card Terms and Conditions

## Account summary table

### Interest rates and interest charges

Card Program Level	UBS Visa Infinite credit card	UBS Visa Signature credit card
<b>Annual Percentage Rate (APR) for purchases</b>	<b>23.49%</b> This APR will vary with the market based on the Prime Rate.	
<b>APR for balance transfers</b>	<b>23.49%</b> This APR will vary with the market based on the Prime Rate.	
<b>APR for cash advances</b>	<b>29.99%</b> This APR will vary with the market based on the Prime Rate.	
<b>Penalty APR and when it applies</b>	<b>29.99%</b> This APR may be applied to your account if you: 1. Make a late payment; or 2. Make a payment that is returned.  This APR will vary with the market based on the Prime Rate. Maximum APR 29.99%.  <b>How long will the Penalty APR apply?</b> If your APRs are increased for any of these reasons, the Penalty APR may apply to your balances indefinitely.	
<b>Paying interest</b>	Your due date is at least 23 days after the close of each billing cycle. We will not charge you interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances and balance transfers on the transaction date.	
<b>For Credit Card tips from the Consumer Financial Protection Bureau</b>	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a> .	

### Fees

Card Program Level	UBS Visa Infinite credit card	UBS Visa Signature credit card
<b>Annual fee</b>	<b>\$495</b>	<b>\$0</b>
<b>Transaction fees:</b>		
Balance transfer	Either <b>\$10</b> or <b>5%</b> of the amount of each transfer, whichever is greater	
Cash advance	Either <b>\$10</b> or <b>5%</b> of the amount of each cash advance, whichever is greater.	
Foreign transaction	<b>None</b>	
<b>Penalty fees:</b>		
Late payment	Up to <b>\$38</b>	
Over-the-Credit-Line	<b>\$0</b>	
Returned payment	Up to <b>\$38</b>	

**How we will calculate your balance:** We use a method called "daily balance (including new purchases)."

**Loss of Introductory APR:** We may end your Introductory APR and apply the Penalty APR if you make a late payment.

**Billing Error:** Information about your rights to dispute transactions and how to exercise those rights is included in the account opening disclosures.

See next page for more important information about your account.

# Terms and conditions

**Terms and conditions authorization:** I understand that the use of any credit card account opened or any card issued in connection with this offer will constitute my acceptance of and will be subject to the terms and conditions of these Terms and Conditions and the Cardmember Agreement that will be sent to me. I agree to be responsible for all charges incurred according to the Cardmember Agreement. I understand that after my account is opened, the terms of my account are subject to change as provided in the Cardmember Agreement.

**About your application and this offer:** Credit cards are issued by UBS Bank USA (referred to as Bank, or "we," "us," and "our"). Depending on our review of your application and your credit history, or if the income you report is insufficient based on your current obligations, we may be unable to open an account for you. You also understand that if your application is approved for an account, the APR and the type of account that you receive may be determined based on your creditworthiness. Please review the materials provided with your Cardmember Agreement for more details. Omission of any information requested on this application may result in a denial of credit. This offer is available only to applicants who are permanent residents of the 50 United States, the District of Columbia and US Territories.

**Changes to account and benefits terms:** We reserve the right to change the APR and other account terms in accordance with the Cardmember Agreement, Utah law and the Federal Truth in Lending Act. We also reserve the right to change the benefits and features associated with the card or the account.

**About your credit report, your credit performance, and your credit information:** You agree that we have the right to obtain a current credit report in connection with our review of your application and, subsequently, in connection with a requested charge to any account with us, the renewal, review or collection of your account, a change in your credit line and to enable us and our affiliates to provide additional products or services that may be of interest to you. We have the right to report to others our experience with you without disclosing your credit eligibility information. Upon your request, we will tell you the name and address of each consumer reporting agency from which we obtained a consumer report about you. After your account is opened, we will periodically review your credit performance.

If you are a client of UBS Financial Services Inc. (UBS FSI), you further agree that UBS FSI may share credit eligibility and other related information with the Bank in connection with our review of your application.

**How the variable APRs on your account will be determined:** The APRs on your account will be determined each billing cycle by adding a margin to the Prime Rate (which will be the highest rate published in the Money Rates column of The Wall Street Journal on the last business day of each month). See your Cardmember Agreement for more detail. The APRs noted above are current as of June 2024 using a Prime Rate of 8.50%. To find out what may have changed please call 800-762-1000.

**Important information about procedures for opening a new account:** 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 that identifies each person who opens an account. What this means to you: When you apply for an account, we will ask for your name, street address, date of birth, social security number, and other information that will allow us to identify you. We may also ask to see copies of identifying documents.

**Notice to married Wisconsin residents:** No provision of any marital property agreement, unilateral statement under Section 766.59 of the Wisconsin statutes, or court order under Section 766.70 adversely affects the interest of the Bank, unless the Bank, prior to the time the credit is granted or an open-end credit plan is entered into, is furnished a copy of the Agreement, Statement or Decree, or has actual knowledge of the adverse provision. **If I am a married Wisconsin resident, credit extended under this account will be incurred in the interest of my marriage or family.**

**Balance transfers. Here's how it works:** To request a balance transfer please enter the 15 or 16 digit account number from the MasterCard®, Visa, American Express®, or Discover card account that you want us to process a balance transfer to. Upon approval of your application we will provide you with your Cardmember Agreement and to the extent permitted by your credit line we will process the requested balance transfer payment to the credit card account(s) which you have requested. If the total amount you request exceeds the assigned credit line on this account, we may either decline the request or send a partial payment to your creditor(s) in the order you provided them to us. The amount of available credit on this account will be reduced by the amount of the balance transfer and the related balance transfer fees. We reserve the right to decline to process any requested balance transfer. We will not process a request to transfer a balance from any other account you may have with us. Balance transfers incur interest from the transaction date and they do not have the same dispute rights as transactions conducted with a credit card.

A balance transfer may take up to four weeks to post to your other credit card accounts. Continue to pay each creditor until the balance transfer appears on the other account as a credit. If you would like to complete a balance transfer from another account that is not a Visa, MasterCard, American Express, or Discover card, please call the phone number on the back of your new credit card once you are approved.

**Automatic re-payment of Cash Advances through CashConnect:** The *CashConnect* feature on your UBS credit card Account will automatically repay new Cash Advances obtained from ATMs and financial institutions (*CashConnect* Cash Advances), each night, with available funds (up to your Withdrawal Limit, as defined in the Agreements and Disclosures document found at [ubs.com/disclosuredocuments](https://ubs.com/disclosuredocuments)) from your UBS Resource Management Account (RMA) (referred to as UBS Account). The *CashConnect* feature does not repay Cash Equivalent transactions. The *CashConnect* feature is available only for cardholders who have the UBS credit card connected to a UBS Account. You will incur no interest charges on *CashConnect* Cash Advances, as long as there are sufficient available funds (up to your Withdrawal Limit) in your UBS Account to repay your *CashConnect* Cash Advance transaction in full when we first seek payment from your UBS Account. If sufficient available funds (up to your Withdrawal Limit) are not available in your UBS Account to pay off the *CashConnect* Cash Advances balance in full, then the APR on Cash Advances (as listed in the Account Summary Table) will apply as of the original transaction date on any remaining balance. You will be charged the APR on Cash Advances on your remaining *CashConnect* Cash Advance balance until it is repaid in full. Applicable ATM surcharge fees may apply. No other Account balances are paid through the *CashConnect* feature. If you have a UBS Account and choose not to participate in the *CashConnect* feature, please contact UBS Financial Services Inc. at 1-800-762-1000.

## What is considered a Cash Advance

The purchase of a money order, travelers' check, foreign currency, lottery ticket, gambling chip, or wire transfer is a cash advance.

The Cash Advance Transaction Fee applies, and is equal to \$10 or 5% of the amount of each transaction, whichever is greater.

## Authorized Card Manager

Authorized Card Manager means the person you designate to manage your Account, make decisions about your Account, and obtain information about your Account.

## About Us and this Credit Card program

This credit card program is issued and administered by UBS Bank USA, located in Salt Lake City, Utah. Any credit card account opened in response to this application shall be governed by federal law and, to the extent state law applies, the laws of the State of Utah. Visa is a registered trademark of Visa USA, Inc. and is used by us pursuant to a license.

The information contained in these disclosures is accurate as of June 2024 and may change after this date.



# UBS Visa Signature and UBS Visa Infinite Credit Card Terms and Conditions

## Account summary table

(For residents of Iowa and Puerto Rico only)

### Interest rates and interest charges

Card Program Level	UBS Visa Infinite credit card	UBS Visa Signature credit card
<b>Annual Percentage Rate (APR) for purchases</b>	<b>23.49%</b>	
	This APR will vary with the market based on the Prime Rate.	
<b>APR for balance transfers</b>	<b>23.49%</b>	
	This APR will vary with the market based on the Prime Rate.	
<b>APR for cash advances</b>	<b>29.99%</b>	
	This APR will vary with the market based on the Prime Rate.	
<b>Penalty APR and when it applies</b>	<b>29.99%</b>	
	This APR may be applied to your account if you: 1. Make a late payment; or 2. Make a payment that is returned.	
	This APR will vary with the market based on the Prime Rate. Maximum APR 29.99%.	
	<b>How long will the Penalty APR apply?</b> If your APRs are increased for any of these reasons, the Penalty APR may apply to your balances indefinitely.	
<b>Paying interest</b>	Your due date is at least 23 days after the close of each billing cycle. We will not charge you interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances and balance transfers on the posting date.	
<b>For Credit Card tips from the Consumer Financial Protection Bureau</b>	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a> .	

### Fees

Card Program Level	UBS Visa Infinite credit card	UBS Visa Signature credit card
<b>Annual fee</b>	<b>\$495</b>	<b>\$0</b>
<b>Transaction fees:</b>		
• Balance transfer	Either <b>\$2</b> or <b>2%</b> of the amount of each transfer, whichever is greater (maximum fee: <b>\$10</b> )	
• Cash advance	Either <b>\$2</b> or <b>2%</b> of the amount of each cash advance, whichever is greater (maximum fee: <b>\$10</b> )	
Foreign transaction	<b>None</b>	
<b>Penalty fees:</b>		
• Late payment	Up to <b>\$15</b>	
• Over-the-Credit-Line	<b>\$0</b>	
• Returned payment	Up to <b>\$15</b>	

**How we will calculate your balance:** We use a method called "average daily balance (including new purchases)."

**Loss of Introductory APR:** We may end your Introductory APR and apply the Penalty APR if you make a late payment.

**Billing Error:** Information about your rights to dispute transactions and how to exercise those rights is included in the account opening disclosures.

See next page for more important information about your account.

# Terms and conditions

**Terms and conditions authorization:** I understand that the use of any credit card account opened or any card issued in connection with this offer will constitute my acceptance of and will be subject to the terms and conditions of these Terms and Conditions and the Cardmember Agreement that will be sent to me. I agree to be responsible for all charges incurred according to the Cardmember Agreement. I understand that after my account is opened, the terms of my account are subject to change as provided in the Cardmember Agreement.

**About your application and this offer:** Credit cards are issued by UBS Bank USA (referred to as "Bank," or "we," "us," and "our"). Depending on our review of your application and your credit history, or if the income you report is insufficient based on your current obligations, we may be unable to open an account for you. You also understand that if your application is approved for an account, the APR and the type of account that you receive may be determined based on your creditworthiness. Please review the materials provided with your Cardmember Agreement for more details. Omission of any information requested on this application may result in a denial of credit. This offer is available only to applicants who are permanent residents of the 50 United States, the District of Columbia and US Territories.

**Changes to account and benefits terms:** We reserve the right to change the APR and other account terms in accordance with the Cardmember Agreement, Utah law and the Federal Truth in Lending Act. We also reserve the right to change the benefits and features associated with the card or the account.

**About your credit report, your credit performance, and your credit information:** You agree that we have the right to obtain a current credit report in connection with our review of your application and, subsequently, in connection with a requested charge to any account with us, the renewal, review or collection of your account, a change in your credit line, and to enable us and our affiliates to provide additional products or services that may be of interest to you. We have the right to report to others our experience with you without disclosing your credit eligibility information. Upon your request, we will tell you the name and address of each consumer reporting agency from which we obtained a consumer report about you. After your account is opened, we will periodically review your credit performance.

If you are a client of UBS Financial Services Inc. (UBS FSI), you further agree that UBS FSI may share credit eligibility and other related information with the Bank in connection with our review of your application.

**How the variable APRs on your account will be determined:** The APRs on your account will be determined each billing cycle by adding a margin to the Prime Rate (which will be the highest rate published in the Money Rates column of The Wall Street Journal on the last business day of each month). See your Cardmember Agreement for more detail. The APRs noted above are current as of June 2024 using a Prime Rate of 8.5%. To find out what may have changed please call 800-762-1000.

**Important information about procedures for opening a new account:** 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 that identifies each person who opens an account. What this means to you: When you apply for an account, we will ask for your name, street address, date of birth, social security number, and other information that will allow us to identify you. We may also ask to see copies of identifying documents.

**Balance transfers. Here's how it works:** To request a balance transfer please enter the 15 or 16 digit account number from the MasterCard®, Visa, American Express®, or Discover Card account that you want us to process a balance transfer to. Upon approval of your application we will provide you with your Cardmember Agreement and to the extent permitted by your credit line we will process the requested

balance transfer payment to the credit card account(s) which you have requested. If the total amount you request exceeds the assigned credit line on this account, we may either decline the request or send a partial payment to your creditor(s) in the order you provided them to us. The amount of available credit on this account will be reduced by the amount of the balance transfer and the related balance transfer fees. We reserve the right to decline to process any requested balance transfer. We will not process a request to transfer a balance from any other account you may have with us. Balance transfers incur interest from the transaction date and they do not have the same dispute rights as transactions conducted with a credit card.

A balance transfer may take up to four weeks to post to your other credit card accounts. Continue to pay each creditor until the balance transfer appears on the other account as a credit. If you would like to complete a balance transfer from another account that is not a Visa, MasterCard, American Express, or Discover card, please call the phone number on the back of your new credit card once you are approved.

**Automatic re-payment of Cash Advances through CashConnect:** The *CashConnect* feature on your UBS credit card Account will automatically repay new Cash Advances obtained from ATMs and financial institutions (*CashConnect* Cash Advances), each night, with available funds (up to your Withdrawal Limit, as defined in the Agreements and Disclosures document found at [ubs.com/disclosuredocuments](https://ubs.com/disclosuredocuments)) from your UBS Resource Management Account (RMA) (referred to as UBS Account). The *CashConnect* feature does not repay Cash Equivalent transactions. The *CashConnect* feature is available only for cardholders who have the UBS credit card connected to a UBS Account. You will incur no interest charges on *CashConnect* Cash Advances, as long as there are sufficient available funds (up to your Withdrawal Limit) in your UBS Account to repay your *CashConnect* Cash Advance transaction in full when we first seek payment from your UBS Account. If sufficient available funds (up to your Withdrawal Limit) are not available in your UBS Account to pay off the *CashConnect* Cash Advances balance in full, then the APR on Cash Advances (as listed in the Account Summary Table) will apply as of the original transaction date on any remaining balance. You will be charged the APR on Cash Advances on your remaining *CashConnect* Cash Advance balance until it is repaid in full. Applicable ATM surcharge fees may apply. No other Account balances are paid through the *CashConnect* feature. If you have a UBS Account and choose not to participate in the *CashConnect* feature, please contact UBS Financial Services Inc. at 1-800-762-1000.

## What is considered a Cash Advance

The purchase of a money order, travelers' check, foreign currency, lottery ticket, gambling chip, or wire transfer is a cash advance.

The Cash Advance Transaction Fee applies, and is equal to \$2 or 2% of the amount of each transaction, whichever is greater (maximum fee: \$10).

## Authorized Card Manager

Authorized Card Manager means the person you designate to manage your Account, make decisions about your Account, and obtain information about your Account.

**About us and this credit card program:** This credit card program is issued and administered by UBS Bank USA, located in Salt Lake City, Utah. Any credit card account opened in response to this application shall be governed by federal law and, to the extent state law applies, the laws of the State of Utah. VISA, VISA SIGNATURE and VISA INFINITE are registered trademarks owned by Visa International Service Association and used under license. UBS Visa Signature credit cards, UBS Visa Infinite credit cards and UBS Visa debit cards are issued by UBS Bank USA with permission from Visa USA, Inc. All other trademarks, registered trademarks, service marks and registered service marks are of their respective companies.

The information contained in these disclosures is accurate as of June 2024 and may change after this date.

# UBS Visa Signature Business, UBS Visa Infinite Business and UBS Cash Rewards Visa Business Card Terms and Conditions

## Account summary table

### Interest rates and interest charges

Card Program Level	UBS Visa Infinite Business card	UBS Visa Signature Business card	UBS Cash Rewards Visa Business card
<b>Annual Percentage Rate (APR) for purchases</b>	<b>23.49%</b>		
	This APR will vary with the market based on the Prime Rate.		
<b>APR for balance transfers</b>	<b>23.49%</b>		
	This APR will vary with the market based on the Prime Rate.		
<b>APR for cash advances</b>	<b>29.99%</b>		
	This APR will vary with the market based on the Prime Rate.		
<b>Penalty APR and when it applies</b>	<b>29.99%</b>		
	<p>This APR may be applied to your account if you:</p> <ol style="list-style-type: none"> <li>1. Make a late payment; or</li> <li>2. Make a payment that is returned.</li> </ol> <p>This APR will vary with the market based on the Prime Rate. Maximum APR 29.99%.</p> <p><b>How long will the Penalty APR apply?</b> If your APRs are increased for any of these reasons, the Penalty APR may apply to your balances indefinitely.</p>		
<b>Paying interest</b>	Your due date is at least 23 days after the close of each billing cycle. We will not charge you interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances and balance transfers on the transaction date.		

### Fees

Card Program Level	UBS Visa Infinite Business card	UBS Visa Signature Business card	UBS Cash Rewards Visa Business card
<b>Annual fee</b>	<b>\$550</b>	<b>\$0</b>	<b>\$150</b>
<b>Transaction fees:</b>			
• Balance transfer	Either <b>\$10</b> or <b>5%</b> of the amount of each transfer, whichever is greater		
• Cash advance	Either <b>\$10</b> or <b>5%</b> of the amount of each cash advance, whichever is greater (maximum fee: <b>\$10</b> )		
Foreign transaction	<b>None</b>		
<b>Penalty fees:</b>			
• Late payment	Up to <b>\$38</b>		
• Over-the-Credit-Line	<b>\$0</b>		
• Returned payment	Up to <b>\$38</b>		

**How we will calculate your balance:** We use a method called "daily balance (including new purchases)."

**Loss of Introductory APR:** We may end your Introductory APR and apply the Penalty APR if you make a late payment.

**Billing Error:** Information about disputing transactions is included in your Cardmember Agreement.

See next page for more important information about your account...

# Terms and conditions

**Terms and conditions authorization:** You agree on behalf of the company and yourself that use of any business credit card account opened or any card issued in connection with this offer will constitute acceptance by you and the company of these Terms and Conditions and the Cardmember Agreement that will be sent to you. You and the company will be jointly and severally liable for all charges incurred according to the Cardmember Agreement. After your account is opened, the terms and conditions are subject to change as provided in the Cardmember agreement. You and the company may only use the business credit cards for business purposes.

**About your application and this offer:** Business credit cards are issued by UBS Bank USA (referred to as "Bank," or "we," "us," and "our"). Depending on our review of your application and the credit history of the company and yourself, or if the income you report is insufficient based on your current obligations, we may be unable to open an account for you. You also understand that if your application is approved for an account, the APR, the credit limit, and the type of account that you receive may be determined based on the creditworthiness of yourself and the company, including consideration of income. Please review the materials provided with your Cardmember Agreement for more details. Omission of any information requested on this application may result in a denial of credit. This offer is available only to applicants who are permanent residents of the 50 United States, the District of Columbia, or Puerto Rico.

**Changes to account and benefits terms:** We reserve the right to change the APR and other account terms in accordance with the Cardmember Agreement and Utah law. We also reserve the right to change the benefits and features associated with the card or the account.

**About your credit report, your credit performance, and your credit information:** You (both the company and any responsible individuals) agree that we may request credit reports, including consumer credit reports, from one or more credit reporting agencies in connection with your application and the review, administration and collection of your Account. You also authorize us to exchange credit information concerning you or your account with (and answer questions and requests from) others, such as merchants, other lenders and credit reporting agencies. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit reports. Upon your request, we will tell you the name and address of each consumer reporting agency from which we obtained a consumer report about you.

If you are a client of UBS Financial Services Inc. (UBS FSI), you further agree that UBS FSI may share credit eligibility and other related information with the Bank in connection with our review of your application.

**How the variable APRs on your account will be determined:** The APRs on your account will be determined each billing cycle by adding a margin to the Prime Rate (which will be the highest rate published in the Money Rates column of The Wall Street Journal on the last business day of each month). See your Cardmember Agreement for more detail. The APRs noted above are current as of June 2024 using a Prime Rate of 8.50%. To find out what may have changed please call 800-762-1000.

**Important information about procedures for opening a new account:** 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 that identifies each person who opens an account. What this means to you: When you apply for an account, we will ask for your name, street address, date of birth, social security number, and other information that will allow us to identify you. We may also ask to see copies of identifying documents.

**Balance transfers. Here's how it works:** To request a balance transfer please enter the 15 or 16 digit account number from the MasterCard®, Visa, American Express®, or Discover Card account that you want us to process a balance transfer to. Upon approval of your application we

will provide you with your Cardmember Agreement and to the extent permitted by your credit line we will process the requested balance transfer payment to the business credit card account(s) which you have requested. If the total amount you request exceeds the assigned credit line on this account, we may either decline the request or send a partial payment to your creditor(s) in the order you provided them to us. The amount of available credit on this account will be reduced by the amount of the balance transfer and the related balance transfer fees. We reserve the right to decline to process any requested balance transfer. We will not process a request to transfer a balance from any other account you may have with us. Balance transfers incur interest from the transaction date and they do not have the same dispute rights as transactions conducted with a business credit card.

A balance transfer may take up to four weeks to post to your other credit card accounts. Continue to pay each creditor until the balance transfer appears on the other account as a credit. If you would like to complete a balance transfer from another account that is not a Visa, MasterCard, American Express, or Discover card, please call the phone number on the back of your new business credit card once you are approved.

**Automatic re-payment of Cash Advances through CashConnect:** The *CashConnect* feature on your UBS credit card Account will automatically repay new Cash Advances obtained from ATMs and financial institutions (*CashConnect* Cash Advances), each night, with available funds (up to your Withdrawal Limit, as defined in the Agreements and Disclosures document found at [ubs.com/disclosuredocuments](https://ubs.com/disclosuredocuments)) from your UBS Business Services Account BSA (referred to as UBS Account). The *CashConnect* feature does not repay Cash Equivalent transactions. The *CashConnect* feature is available only for cardholders who have the UBS credit card connected to a Business Services Account BSA. You will incur no interest charges on *CashConnect* Cash Advances, as long as there are sufficient available funds (up to your Withdrawal Limit) in your UBS Account to repay your *CashConnect* Cash Advance transaction in full when we first seek payment from your UBS Account. If sufficient available funds (up to your Withdrawal Limit) are not available in your UBS Account to pay off the *CashConnect* Cash Advances balance in full, then the APR on Cash Advances (as listed in the Account Summary Table) will apply as of the original transaction date on any remaining balance. You will be charged the APR on Cash Advances on your remaining *CashConnect* Cash Advance balance until it is repaid in full. Applicable ATM surcharge fees may apply. No other Account balances are paid through the *CashConnect* feature. If you have a UBS Account and choose not to participate in the *CashConnect* feature, please contact UBS Financial Services Inc. at 1-800-762-1000.

## What is considered a Cash Advance

A cash advance is the use of a card or account number to obtain cash loans at any financial institution or ATM that accepts the card, the use of a Cash Advance Check or the purchase of Cash Equivalents. Cash Equivalent means the use of a card or account number to obtain money orders, traveler's checks, foreign currency, lottery tickets, gambling chips, or to make wagers or similar betting transactions, wire transfers or similar cash-like transactions including but not limited to cryptocurrencies.

The Cash Advance Transaction Fee applies, and is equal to \$10 or 5% of the amount of each transaction, whichever is greater.

## Authorized Card Manager

Authorized Card Manager means the person you designate to manage your account, make decisions about your account, and obtain information about your account.

**About us and this credit card program:** This credit card program is issued and administered by UBS Bank USA, located in Salt Lake City, Utah. Any credit card account opened in response to this application shall be governed by federal law and, to the extent state law applies, the laws of the State of Utah.

The information contained in these disclosures is accurate as of June 2024 and may change after this date.

# UBS Visa Signature Business, UBS Visa Infinite Business and UBS Cash Rewards Visa Business Card Terms and Conditions

## Account summary table

(For residents of Puerto Rico only)

### Interest rates and interest charges

Card Program Level	UBS Visa Infinite Business card	UBS Visa Signature Business card	UBS Cash Rewards Visa Business card
<b>Annual Percentage Rate (APR) for purchases</b>	<b>23.49%</b>		
	This APR will vary with the market based on the Prime Rate.		
<b>APR for balance transfers</b>	<b>23.49%</b>		
	This APR will vary with the market based on the Prime Rate.		
<b>APR for cash advances</b>	<b>29.99%</b>		
	This APR will vary with the market based on the Prime Rate.		
<b>Penalty APR and when it applies</b>	<b>29.99%</b>		
	This APR may be applied to your account if you: 1. Make a late payment; or 2. Make a payment that is returned.		
	This APR will vary with the market based on the Prime Rate. Maximum APR 29.99%.		
	<b>How long will the Penalty APR apply?</b> If your APRs are increased for any of these reasons, the Penalty APR may apply to your balances indefinitely.		
<b>Paying interest</b>	Your due date is at least 23 days after the close of each billing cycle. We will not charge you interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances and balance transfers on the posting date.		

### Fees

Card Program Level	UBS Visa Infinite Business card	UBS Visa Signature Business card	UBS Cash Rewards Visa Business card
<b>Annual fee</b>	<b>\$550</b>	<b>\$0</b>	<b>\$150</b>
<b>Transaction fees:</b>			
• Balance transfer	Either <b>\$2</b> or <b>2%</b> of the amount of each transfer, whichever is greater (maximum fee: <b>\$10</b> )		
• Cash advance	Either <b>\$2</b> or <b>2%</b> of the amount of each cash advance, whichever is greater (maximum fee: <b>\$10</b> )		
Foreign transaction	<b>None</b>		
<b>Penalty fees:</b>			
• Late payment	Up to <b>\$38</b>		
• Over-the-Credit-Line	<b>\$0</b>		
• Returned payment	Up to <b>\$15</b>		

**How we will calculate your balance:** We use a method called "average daily balance (including new purchases)."

**Loss of Introductory APR:** We may end your Introductory APR and apply the Penalty APR if you make a late payment.

**Billing Error:** Information about disputing transactions is included in your Cardmember Agreement.

See next page for more important information about your account.



# Terms and conditions

**Terms and conditions authorization:** You agree on behalf of the company and yourself that use of any business credit card account opened or any card issued in connection with this offer will constitute acceptance by you and the company of these Terms and Conditions and the Cardmember Agreement that will be sent to you. You and the company will be jointly and severally liable for all charges incurred according to the Cardmember Agreement. After your account is opened, the terms and conditions are subject to change as provided in the Cardmember agreement. You and the company may only use the business credit cards for business purposes.

**About your application and this offer:** Business credit cards are issued by UBS Bank USA (referred to as "Bank," or "we," "us," and "our"). Depending on our review of your application and the credit history of the company and yourself, or if the income you report is insufficient based on your current obligations, we may be unable to open an account for you. You also understand that if your application is approved for an account, the APR, the credit limit, and the type of account that you receive may be determined based on the creditworthiness of yourself and the company, including consideration of income. Please review the materials provided with your Cardmember Agreement for more details. Omission of any information requested on this application may result in a denial of credit. This offer is available only to applicants who are permanent residents of the 50 United States, the District of Columbia, or Puerto Rico.

**Changes to account and benefits terms:** We reserve the right to change the APR and other account terms in accordance with the Cardmember Agreement and Utah law. We also reserve the right to change the benefits and features associated with the card or the account.

**About your credit report, your credit performance, and your credit information:** You (both the company and any responsible individuals) agree that we may request credit reports, including consumer credit reports, from one or more credit reporting agencies in connection with your application and the review, administration and collection of your Account. You also authorize us to exchange credit information concerning you or your account with (and answer questions and requests from) others, such as merchants, other lenders and credit reporting agencies. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit reports. Upon your request, we will tell you the name and address of each consumer reporting agency from which we obtained a consumer report about you.

If you are a client of UBS Financial Services Inc. (UBS FSI), you further agree that UBS FSI may share credit eligibility and other related information with the Bank in connection with our review of your application.

**How the variable APRs on your account will be determined:** The APRs on your account will be determined each billing cycle by adding a margin to the Prime Rate (which will be the highest rate published in the Money Rates column of The Wall Street Journal on the last business day of each month). See your Cardmember Agreement for more detail. The APRs noted above are current as of June 2024 using a Prime Rate of 8.50%. To find out what may have changed please call 800-762-1000.

**Important information about procedures for opening a new account:** 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 that identifies each person who opens an account. What this means to you: When you apply for an account, we will ask for your name, street address, date of birth, social security number, and other information that will allow us to identify you. We may also ask to see copies of identifying documents.

**Balance transfers. Here's how it works:** To request a balance transfer please enter the 15 or 16 digit account number from the MasterCard®, Visa, American Express®, or Discover Card account that you want us to process a balance transfer to. Upon approval of your application we will provide you with your Cardmember Agreement and to the extent

permitted by your credit line we will process the requested balance transfer payment to the business credit card account(s) which you have requested. If the total amount you request exceeds the assigned credit line on this account, we may either decline the request or send a partial payment to your creditor(s) in the order you provided them to us. The amount of available credit on this account will be reduced by the amount of the balance transfer and the related balance transfer fees. We reserve the right to decline to process any requested balance transfer. We will not process a request to transfer a balance from any other account you may have with us. Balance transfers incur interest from the transaction date and they do not have the same dispute rights as transactions conducted with a business credit card.

A balance transfer may take up to four weeks to post to your other credit card accounts. Continue to pay each creditor until the balance transfer appears on the other account as a credit. If you would like to complete a balance transfer from another account that is not a Visa, MasterCard, American Express, or Discover card, please call the phone number on the back of your new business credit card once you are approved.

**Automatic re-payment of Cash Advances through CashConnect:** The *CashConnect* feature on your UBS credit card Account will automatically repay new Cash Advances obtained from ATMs and financial institutions (*CashConnect* Cash Advances), each night, with available funds (up to your Withdrawal Limit, as defined in the Agreements and Disclosures document found at [ubs.com/disclosuredocuments](https://ubs.com/disclosuredocuments)) from your UBS Business Services Account BSA (referred to as UBS Account). The *CashConnect* feature does not repay Cash Equivalent transactions. The *CashConnect* feature is available only for cardholders who have the UBS credit card connected to a Business Services Account BSA. You will incur no interest charges on *CashConnect* Cash Advances, as long as there are sufficient available funds (up to your Withdrawal Limit) in your UBS Account to repay your *CashConnect* Cash Advance transaction in full when we first seek payment from your UBS Account. If sufficient available funds (up to your Withdrawal Limit) are not available in your UBS Account to pay off the *CashConnect* Cash Advances balance in full, then the APR on Cash Advances (as listed in the Account Summary Table) will apply as of the original transaction date on any remaining balance. You will be charged the APR on Cash Advances on your remaining *CashConnect* Cash Advance balance until it is repaid in full. Applicable ATM surcharge fees may apply. No other Account balances are paid through the *CashConnect* feature. If you have a UBS Account and choose not to participate in the *CashConnect* feature, please contact UBS Financial Services Inc. at 1-800-762-1000.

## What is considered a Cash Advance

A cash advance is the use of a card or account number to obtain cash loans at any financial institution or ATM that accepts the card, the use of a Cash Advance Check or the purchase of Cash Equivalents. Cash Equivalent means the use of a card or account number to obtain money orders, traveler's checks, foreign currency, lottery tickets, gambling chips, or to make wagers or similar betting transactions, wire transfers or similar cash-like transactions including but not limited to cryptocurrencies.

The Cash Advance Transaction Fee applies, and is equal to \$2 or 2% of the amount of each transaction, whichever is greater (maximum fee: \$10.)

## Authorized Card Manager

Authorized Card Manager means the person you designate to manage your account, make decisions about your account, and obtain information about your account.

**About us and this credit card program:** This credit card program is issued and administered by UBS Bank USA, located in Salt Lake City, Utah. Any credit card account opened in response to this application shall be governed by federal law and, to the extent state law applies, the laws of the State of Utah.

The information contained in these disclosures is accurate as of June 2024 and may change after this date.

# Additional Disclosures

## Account Protection

### Securities Investor Protection Corporation

As a UBS client, your Account(s) are covered by certain protections that would go into effect in the unlikely event that UBS Financial Services Inc. fails financially. UBS Financial Services Inc. is a member of the Securities Investor Protection Corporation (SIPC) which protects securities customers of its members up to \$500,000 (including \$250,000 for claims of cash). Explanatory brochure available upon request or at [www.SIPC.org](http://www.SIPC.org).

The SIPC asset protection limits apply to all of the Accounts that you hold in a particular capacity. For example, if you have two Accounts at UBS Financial Services Inc. where you are the sole account holder and a third Account where you are a joint account holder, the two Accounts are protected under SIPC up to a combined \$500,000 (not \$500,000 each). Your joint Account would be protected under SIPC separately for \$500,000.

UBS Financial Services Inc., and certain affiliates have purchased supplemental protection. The maximum amount payable to all clients collectively under the supplemental policy is \$500 million as of December 10, 2023. Subject to the policy conditions and limitations, cash at UBS Financial Services Inc. is further protected up to \$1.9 million in the aggregate for all your accounts held in a particular capacity. A full copy of the policy wording is available by asking your Financial Advisor.

Neither the SIPC protection nor the supplemental protection apply to:

- Certain financial assets controlled by (and included in your account value) but held away from UBS Financial Services Inc. For example certain:
  - Insurance products including variable annuities, and Shares of mutual funds in the name of the account holder on the books and records of the issuer or transfer agent;
- Investment contracts or investment interests (e.g., limited partnerships and private placements) that are under the Securities Act of 1933;
- Commodities contracts (such as foreign exchange and precious metal contracts), including futures contracts and commodity option contracts; and
- Deposit accounts (except certificates of deposit) at UBS Bank USA, UBS AG US branches and banks in the FDIC- Insured Deposit Program or the UBS Insured Sweep Program.

The SIPC protection and the supplemental protection do not apply to these assets even if they otherwise appear on your statements. The SIPC protection and the supplemental protection do not protect against changes in the market value of your investments (whether as a result of market movement, issuer bankruptcy or otherwise).

Ask your Financial Advisor for more information about SIPC. To obtain more information, including the SIPC brochure, you may also contact SIPC directly by visiting the SIPC web site at [www.sipc.org](http://www.sipc.org) or calling 202-371-8300.

UBS Financial Services Inc. is not a bank and does not represent itself as a bank; your account is not a bank account. Unless otherwise disclosed, securities and other investments held through UBS Financial Services Inc. ARE NOT FDIC INSURED, ARE NOT BANK GUARANTEED, AND MAY LOSE VALUE.

### UBS Financial Services Inc. Business Continuity Plan

Because of the global nature of our business, UBS is subject to a wide range of threats that could significantly disrupt our various businesses around the world at any

time. As a result, we have precautionary and reasonable measures in place that comprehensively manage the risk and protect client information, assets, business information and internal processes from events that we can neither predict nor control.

Our precautionary and reasonable measures, which we call the "UBS Business Continuity Program," provide reasonable assurance of our ability to respond to significant disruptions. The Program includes risk and impact analysis, recovery strategies and requirements, crisis management contingency plans, along with business and technology recovery plans.

UBS's Business Continuity Program conforms to the requirements of various regulatory agencies, including the Financial Industry Regulatory Authority (FINRA) and the Securities & Exchange Commission (SEC). In addition, the program is subject to and has been reviewed by various regulatory authorities.

We have built our program in a way that should permit us to recover and resume operations within predefined time frames following a major incident such as power outages, natural disasters, pandemics or other situations.

### Our Program's Priorities

In designing the program, we seek to achieve the following goals:

- Protect client assets, maintain the integrity of their personal information and ensure they have prompt access to funds and securities
- Ensure the welfare and safety of our staff
- Provide governance to ensure effective decisions, communications and guidance
- Resume critical business processes and essential activity in a timely and effective manner

To accomplish this, we have established the following protocols:

- Information technology backup and recovery procedures
- Crisis management teams to effectively provide command and control
- Specific communication and escalation procedures
- Alternate office locations and remote access
- Regular testing, both internal and external, to validate the effectiveness of the plans

We also have instituted a comprehensive Pandemic Preparedness program. Globally, our planning considers guidance suggested by international agencies, government and non-government regulatory bodies such as the World Health Organization.

While UBS Financial Services Inc. continually assesses, updates, and tests its Business Continuity Plans, no contingency plan can eliminate all risk of service disruption. Our ability to resume critical functions is also dependent upon the Business Continuity Plans established by third parties, including exchanges, vendors and financial service industry utilities.

### Revenue Sharing

In addition to sales loads, 12b-1 fees and processing fees, UBS receives other compensation from certain distributors or advisors of mutual funds that we sell. These separate compensation amounts (commonly referred to as "revenue sharing") are based on two components (i) the amount of sales by UBS of a particular mutual fund family to our clients (excluding sales through wrap-fee programs), and (ii) the asset value of a particular mutual fund family's shares held by our clients at UBS. We require these payments to be made directly from the distributor or advisor, and not from the mutual funds or indirectly through mutual fund portfolio trading commissions, because revenue sharing

*Your Financial Advisor can work with you on titling your accounts in a way that helps maximize your SIPC protection and makes sense for you.*

*The levels of supplemental SIPC insurance are subject to change. Please go to [ubs.com/disclosuredocuments](http://ubs.com/disclosuredocuments) or refer to the back of your account statement for additional information*

payments are intended to compensate us for ancillary services related to sales of mutual fund shares. Revenue sharing compensation will not be rebated or credited to you.

**Updated and current information on these arrangements is available on our web site, at [ubs.com/mutualfundrevenuesharing](https://ubs.com/mutualfundrevenuesharing).**

**Payment For Order Flow**

Order flow refers to the process by which your orders are executed. Seeking to execute a client's order at the best available price, a brokerage firm may execute the order as

principal, or may route the order to an affiliated or non-affiliated broker-dealer or exchange specialist for execution. The Securities and Exchange Commission requires all brokerage firms, including UBS, to inform their clients as to whether they receive payment for order flow.

We do not receive any payments for order flow from any broker or dealer, national securities exchange, registered securities association or exchange member to which we route our client orders for execution.

# UBS Bank Sweep Programs Disclosure Statement

## I. Summary

UBS Financial Services Inc. (UBS, we or us) offers three programs to automatically deposit, or “sweep,” available cash balances not required to pay debits or charges (Free Cash Balances) in a securities account (Securities Account) into a deposit account (Deposit Account) at one or more depository institutions at which deposits are insured by the Federal Deposit Insurance Corporation (FDIC). The three programs are (1) the UBS Deposit Account Sweep Program (the Deposit Program), (2) the UBS Insured Sweep Program (the UBS-ISP) and (3) the UBS Business Account Sweep Program (the Business Program). The program available to you will be based upon your eligibility, as discussed below.

If you are enrolled in the Deposit Program or Business Program, your Free Cash Balances will be swept to a Deposit Account at UBS Bank USA (Bank USA), an FDIC member bank that is affiliated with UBS and, if applicable to your Securities Account, at UBS AG (Stamford Branch), an affiliate of UBS (the AG Stamford Branch). AG Stamford Branch is a US branch of a Swiss bank at which deposits are NOT insured by the FDIC. If you are enrolled in the UBS-ISP, your Free Cash Balances will be swept into a Deposit Account at Bank USA and one or more other FDIC-insured depository institutions (each a Program Bank).

This Section I provides a summary of the Bank Sweep Programs. You should carefully review the remaining sections for more detailed information.

### Eligibility

Your eligibility for one of the Bank Sweep Programs is based on the type of Securities Account that you have with UBS. See the section titled “II. Bank Sweep Programs Eligibility” for the eligibility for the Bank Sweep Programs. See also the chart labeled “Chart of Eligibility for UBS Bank Sweep Programs” which provides a summary of the eligibility for the Bank Sweep Programs.

### Sweep Minimums

For all of the Bank Sweep Programs, each business day, as long as all debits and charges to your Securities Account have been satisfied, we will sweep Free Cash Balances of \$1.00 or more from your Securities Account (other than IRAs and Plans (as defined below), for which we will sweep Free Cash Balances of \$0.01 or more), into your Deposit Account at Bank USA, AG Stamford Branch or other Program Bank, as applicable.

Business days are Monday through Friday, excluding bank holidays in the State of New York and New York Stock Exchange holidays.

### Your Deposit Accounts

We will establish one or more Deposit Accounts at Bank USA, AG Stamford Branch and each Program Bank, as applicable. Each Deposit Account will be a Money Market Deposit Account (MMDA) and/or a Transaction Account (TA) as those terms are defined in the Federal Reserve Board's Regulation D (Regulation D). Your only Deposit Account at Bank USA and AG Stamford Branch (if applicable) will be an MMDA. There are no limitations on withdrawals from your funds on deposit at Bank USA, AG Stamford Branch or the Program Banks, though Bank USA, AG Stamford Branch and the Program Banks reserve the right to require seven (7) days prior written notice before permitting a withdrawal of funds from an MMDA or a TA (provided the TA is not a demand deposit account as defined in Regulation D).

Your Deposit Accounts at Bank USA, AG Stamford Branch and the Program Banks are solely obligations of Bank USA, AG Stamford Branch and the Programs Banks, respectively, and not of UBS. As further discussed below, you will not

have a direct relationship with Bank USA, AG Stamford Branch or the Program Banks.

### FDIC Deposit Insurance Available on Deposit Accounts at Bank USA and each Program Bank

Funds on deposit at Bank USA and at each Program Bank are eligible for deposit insurance from the FDIC up to \$250,000 (including principal and accrued interest) for each insurable capacity in which you hold your Securities Account (e.g., individual, joint, corporate, IRA, etc.). Please refer to the section titled “XII. FDIC Insurance” for more information.

For Plans and Plan Participants (as defined below), deposit insurance coverage is based on each participant's non-contingent interest in the Plan. Any balances in Deposit Accounts at Bank USA or at a Program Bank in excess of the FDIC limit will not be insured. For purposes of determining the FDIC insurance coverage of your deposits, Deposit Accounts that you establish directly with Bank USA, or a Program Bank, or through an intermediary, such as UBS (including certificates of deposit issued by Bank USA and balances in UBS Core Savings), will be aggregated with all funds on deposit at Bank USA or a Program Bank through the Bank Sweep Programs and the UBS FDIC-Insured Deposit Program in the same insurable capacity. In addition, for purposes of FDIC insurance coverage, deposits of Plan Participants in certain Plans will be aggregated with deposits of the Plan Participant held in an IRA and other self-directed retirement accounts.

UBS will sweep Free Cash Balances in each of your Securities Accounts irrespective of how many Securities Accounts you hold in the same insurable capacity (e.g., individual, joint, corporate, IRA, Plan, etc.). Your Deposit Accounts for each of your Securities Accounts owned in the same insurable capacity are aggregated for FDIC insurance determination purposes.

You are responsible for monitoring the total amount of deposits that you have with Bank USA and each Program Bank to determine the extent of FDIC deposit insurance coverage available to you, including deposits through the Bank Sweep Programs.

**Neither UBS, Bank USA, the Program Banks nor their affiliates monitor the amount of your deposited funds to determine whether those amounts exceed the FDIC insurance limits applicable to your deposits at Bank USA and each Program Bank.**

**Balances in the Deposit Account at AG Stamford Branch are not covered by FDIC insurance.**

### No SIPC Protection

The Deposit Accounts at Bank USA, AG Stamford Branch and the Program Banks held in your Securities Account are not protected by the Securities Investor Protection Corporation (SIPC®).

**Funds on deposit at the AG Stamford Branch are not insured by the FDIC, SIPC or any governmental agency of the United States, Switzerland or any other jurisdiction. The Deposit Accounts are obligations of the AG Stamford Branch only, and are not obligations of UBS or of any of its other affiliates. The payment of principal and interest on Deposit Accounts at the AG Stamford Branch is subject to the creditworthiness of UBS AG, a subsidiary of UBS Group AG. In the unlikely event of the failure of the AG Stamford Branch, you will be a general unsecured creditor of UBS AG. See the section titled “VI. UBS AG and the AG Stamford Branch.”**

### *Interest Rates*

Deposit Accounts in the Program Banks in the UBS-ISP will all pay the same rate, though that rate may vary between clients as described below.

Interest rates paid on balances in your Deposit Accounts at Bank USA, AG Stamford Branch and the Program Banks are based upon a variety of factors, including economic and business conditions. Bank USA, AG Stamford Branch and the Program Banks do not have to offer the highest rates available in the market or rates comparable to money market mutual fund yields, and the rates may be higher or lower than the interest rates available on other deposit accounts offered by Bank USA, AG Stamford Branch and the Program Banks or on deposit accounts offered by other depository institutions.

For clients other than Plans and Plan Participants, interest rates on the balances in the Deposit Accounts at Bank USA, AG Stamford Branch and the Programs Banks are tiered based on total eligible deposits Terms and Conditions) you received after you opened your Securities Account (which is available at [ubs.com/accountdisclosures](https://ubs.com/accountdisclosures)), and "Eligible Deposits in a Marketing Relationship" for information about eligible deposits in a Marketing Relationship and how they are calculated.

For Plans and Plan Participants, interest rates on the balances in the Deposit Accounts at Bank USA and the Banks are tiered based on total eligible deposits in a Qualified Plan (QP)/SEP/SIMPLE Plan Relationship, as defined in "Eligible Deposits in QP/SEP/SIMPLE Relationship" below.

In general, clients with higher total eligible deposits in a Marketing Relationship or QP/SEP/SIMPLE Relationship, as applicable, will receive higher interest rates on the balances in their Deposit Accounts than clients with lower total eligible deposits in a Marketing Relationship or QP/SEP/SIMPLE Relationship.

Interest rates paid on the balances in the Deposit Accounts may change daily. Information regarding current interest rates on the balances in the Deposit Accounts is available online at [ubs.com/sweeptyields](https://ubs.com/sweeptyields) or by calling your Financial Advisor.

### *Financial Benefits to UBS and Conflicts of Interest*

UBS receives, to the extent permitted by applicable law, an annual fee of up to \$50 from Bank USA and AG Stamford Branch for each Securities Account that sweeps through any of the Bank Sweep Programs into Deposit Accounts at Bank USA and AG Stamford Branch, respectively. The Program Banks will pay UBS a fee based upon a percentage of the average daily deposit balance in your Deposit Accounts at each Program Bank. UBS, Bank USA and AG Stamford Branch will also each receive certain additional benefits in connection with the Bank Sweep Programs.

Financial Advisors receive monthly production credits of 10bps on all eligible average daily cash balances in sweep programs, UBS Bank USA Core Savings and money market funds, if the client relationship meets certain monthly qualification criteria. These production credits are taken into account in the calculation of the applicable Financial Advisors' grid rate schedule.

For the relationship to qualify, one of two criteria must be met: either (i) at least \$5,000 in inflows using qualifying cash management services per month or (ii) at least five qualifying cash management transactions per month.

Only activity and balances in eligible accounts, such as RMA and BSA within the relationship will be aggregated towards determining such qualifications and determine the cash balances. All advisory accounts, retirement accounts, qualified plans are ineligible.

Financial Advisors have an incentive to recommend eligible cash management services because average daily cash balances in eligible accounts where those qualifying services are used are included in the calculation of the Financial Advisor's compensation.

### *Alternatives to the Bank Sweep Programs*

If you do not wish to have your Free Cash Balances swept through the Bank Sweep Programs, you may choose to have those balances remain uninvested in your UBS account where they will not earn any interest. Please contact your Financial Advisor for details.

If your Securities Account is not eligible to participate in one of the Bank Sweep Programs, your Securities Account may be eligible for a different sweep option. Please refer to the section in the Client Relationship Agreement entitled "Our Sweep Options and Your Sweep Election."

You may wish to consider alternatives to the available sweep options for the investment of your Free Cash Balances. Such alternatives will require you to direct us to invest your Free Cash Balances, rather than having your Free Cash Balances automatically swept.

### *Trust Accounts*

Securities Accounts owned by a revocable trust or irrevocable trust if all trust beneficiaries are natural persons and/or nonprofit organizations are enrolled in the UBS FDIC-Insured Deposit Program. The terms and conditions of that program can be found at [ubs.com/fdicinsureddepositprogram](https://ubs.com/fdicinsureddepositprogram).

## **II. Bank Sweep Programs Eligibility**

The Deposit Program is available only to:

- Retirement advisory accounts\* including Individual Retirement Accounts and Qualified in Discretionary Programs, SWP, CAP, Institutional Consulting, and Separately Managed Account Programs (ACCESS or MAC) managed by a UBS affiliate
- Individual participant accounts under a defined contribution plan that are managed on a discretionary basis
- Retail accounts (as described below) that are enrolled in the Deposit Program prior to November 18, 2019 and elected to have Free Cash Balances swept to Bank USA up to a maximum of \$250,000 per account owner, with excess funds deposited without limit at AG Stamford Branch (Legacy Accounts)

\*Available cash balances in new retirement advisory accounts may sweep into the Business Program for up to 10 days after the account is established, and will thereafter sweep into the Deposit Program.

The Business Program is available only to:

- Business accounts (as described below) that are enrolled in the Business Program prior to November 18, 2019 and elected to have Free Cash Balances swept to Bank USA up to a maximum of \$250,000 per account owner, with excess funds deposited without limit at AG Stamford Branch (Legacy Business Accounts)
- Individual participant accounts under a defined contribution plan that are managed on a discretionary basis

The UBS-ISP is available only to:

- Individuals
- Business entities, such as corporations, sole proprietorships, governmental entities, partnerships, limited liability companies, associations and business trusts
- Nonprofit organizations including organizations described in Sections 501(c)(3) through (13) and (19) of the Internal Revenue Code
- Estates
- Revocable Trusts owned by US residents (if one (1) or more beneficiaries is a business entity)
- Irrevocable Trusts owned by US residents (if one (1) or more beneficiaries is a business entity)
- All Trusts owned by non-US residents
- Custodial accounts (if none of the beneficiaries is a business entity)
- Legacy Accounts and Legacy Business Accounts (clients must contact their Financial Advisor to enroll in the UBS-ISP)
- Individual Retirement Accounts (IRA), including traditional, Roth, SEP and SIMPLE IRAs\*
- Employee benefit plans qualified under Section 401(a) of the Internal Revenue Code of 1986, as amended (the Code), or governmental plans under section 457 of the Code or any other employee retirement or welfare plan



subject to the Employee Retirement Income Security Act of 1974, as amended (ERISA) (Plans), including individual participant accounts under a defined contribution plans\*.

\*Accounts/plans that are in Discretionary Programs, SWP, CAP, Institutional Consulting or Separately Managed Account Programs (ACCESS or MAC) managed by a UBS affiliate are not eligible for UBS-ISP. They sweep into the UBS Deposit Program. Individual participant accounts under a defined contribution plan that are managed on a discretionary basis are not eligible.

Individuals are referred to as "Retail" accounts.

Business entities, nonprofit organizations, estates\*, eligible revocable and irrevocable trusts, eligible custodial accounts, sole proprietorships and governmental entities are referred to as "Business" accounts.

Note that UBS, at its discretion, will consider a client to be ineligible if UBS becomes aware that the entity is prohibited as a matter of law from holding funds at Bank USA. Securities Accounts that are not eligible for the Bank Sweep Programs (Ineligible Accounts) include (1) any Securities Account owned by a financial institution, (2) Plans with a pooled plan structure and (3) Plans established under Section 403(b)(7) of the Code. **Please ask your Financial Advisor for information on how to provide information about trust beneficiaries to us.**

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

We may change the eligibility requirements for the Bank Sweep Programs at any time at our discretion. In addition, we may grant exceptions to the eligibility requirements for the Bank Sweep Programs at our discretion. Your Financial Advisor can provide you with additional information about eligibility for the Bank Sweep Programs.

### III. Operation of the Deposit Program and the Business Program

*Establishment of, and Deposit Into, the Deposit Account*  
With respect to the Deposit Program, when Free Cash Balances in your Securities Account are first available to be swept to Bank USA, UBS, acting as your agent, will open a Deposit Account on your behalf at Bank USA. For all Securities Accounts except Legacy Accounts, UBS, acting as your agent, will deposit Free Cash Balances into your Deposit Account at Bank USA without regard to the FDIC insurance limit. For Legacy Accounts, UBS, acting as your agent, will deposit Free Cash Balances into your Deposit Account at Bank USA up to \$250,000. Once funds equal to \$250,000 have been deposited into the Deposit Account at Bank USA, UBS, acting as your agent, will open a Deposit Account on your behalf at AG Stamford Branch and place funds in excess of \$250,000, without limit, in your Deposit Account at AG Stamford Branch.

With respect to the Business Program, when Free Cash Balances in your Securities Account are first available to be swept to Bank USA, UBS, acting as your agent, will open a Deposit Account on your behalf at Bank USA. For all Securities Accounts, except Legacy Business Accounts, UBS, acting as your agent, will deposit Free Cash Balances into your Deposit Account at Bank USA without regard to the FDIC insurance limit. For Legacy Business Accounts, UBS, acting as your agent, will deposit Free Cash Balances into your Deposit Account at Bank USA up to \$250,000. Once funds equal to \$250,000 have been deposited into the

Deposit Account at Bank USA, UBS, acting as your agent, will open a Deposit Account on your behalf at AG Stamford Branch and place funds in excess of \$250,000, without limit, in your Deposit Account at AG Stamford Branch.

Although the Deposit Accounts are an obligation of Bank USA and AG Stamford Branch, not UBS, you will not have a direct relationship with Bank USA or AG Stamford Branch. All deposits and withdrawals will be made by UBS on your behalf. Information about your Deposit Account may be obtained from UBS, not Bank USA or AG Stamford Branch.

**You are responsible for monitoring the total amount of deposits that you have with Bank USA to determine the extent of FDIC deposit insurance coverage available to you, including deposits through all Bank Sweep Programs.**

**Neither UBS, Bank USA nor their affiliates monitor the amount of your deposited funds to determine whether those amounts exceed the FDIC insurance limit applicable to your deposits at Bank USA or are not responsible for any insured or uninsured portion of the Deposit Accounts at Bank USA. If you have multiple Securities Accounts at UBS in the same insurable capacity that sweep into Bank USA, or if you hold other deposits at Bank USA (including certificates of deposit and UBS Core Savings), your deposit balances may exceed FDIC insurance limits at Bank USA.**

**Balances in the Deposit Account at AG Stamford Branch are not covered by FDIC insurance.**

**You should carefully review the section titled "XII. FDIC Insurance."**

Interest on the Deposit Account will be accrued daily. Interest accrued through the fourth business day of the month will be credited to your Securities Accounts on the fifth business day of the month. See the section titled "V. Bank Sweep Programs Interest Rates" for more information.

#### *Withdrawal Procedures*

UBS, as your agent, will satisfy any debits or charges in your Securities Account by withdrawing funds as set forth in the General Terms and Conditions.

Debits are amounts due to UBS on settlement date for securities purchases, other transactions and fees associated with your Securities Account, including, without limitation, margin loans. Charges are amounts due to UBS for checks, bill payments and electronic funds transfers, UBS debit card purchases and cash withdrawals. No debits or charges, including, without limitation, charges resulting from check writing, will be satisfied directly from your Deposit Account.

#### *Prior Written Notice of Withdrawal*

As required by federal banking regulations, Bank USA, AG Stamford Branch and the Program Banks reserve the right to require seven (7) days' prior written notice before permitting a withdrawal of funds from an MMDA or a TA (provided the TA is not a demand deposit account as defined in Regulation D). Bank USA, AG Stamford Branch and the Program Banks do not have any intention of exercising this right at the present time.

### IV. Operation of the UBS-ISP

#### *Priority Lists*

Through the UBS-ISP, UBS will sweep Free Cash Balances into the Deposit Accounts at the Program Banks set forth in UBS Bank Priority Lists applicable to your Securities Account (Priority List). Bank USA will be the first bank on each Priority List. Program Banks appear on the Priority List in the order in which the Deposit Account will be opened for you and your funds will be deposited. UBS may change the Priority List

from time to time, as further described in “Changes to the Priority List” section below. The Priority List is attached. It is also available at [ubs.com/bankprioritylists](https://ubs.com/bankprioritylists) or by contacting your Financial Advisor. You should review the Priority List carefully.

You may not change the order of the Program Banks on the Priority List. However, you may at any time designate a

Program Bank (other than Bank USA) as ineligible to receive your funds. This will result in your funds being deposited into a Deposit Account at the next Program Bank on the Priority List, as amended by you. In addition, you may at any time instruct us to remove your funds from a Program Bank, close your Deposit Account with the Program Bank and designate the Program Bank as ineligible to receive future deposits. Unless you direct us to place your funds in a different investment, your funds from a closed Deposit Account will be deposited in a Deposit Account at the first available Program Bank set forth on the Priority List, as amended by you.

If you wish to designate a Program Bank as ineligible to receive your funds, please contact your Financial Advisor. *Establishment of, and Deposits Into, the Deposit Accounts* When Free Cash Balances in your Securities Account are first available to be swept, UBS, as your agent, will establish a Deposit Account for you at Bank USA, the first bank on the Priority List. UBS will place up to \$249,000 (\$498,000 for joint accounts of two or more individuals) (the Deposit Limit) of your Free Cash Balances in Bank USA, irrespective of the capacity in which you hold your Securities Account and of the FDIC deposit insurance limit available for the deposits held in that capacity. Once your funds in the Deposit Account at Bank USA reach the Deposit Limit, UBS, as your agent, will open a Deposit Account for you at the next Program Bank on the Priority List and place your additional funds in that Program Bank. Once funds equal to the Deposit Limit have been deposited for you through the UBS-ISP in each Program Bank on the Priority List, any additional cash balances will be swept to the Deposit Account at Bank USA, which is the first bank on the Priority List. If this occurs, your balances at Bank USA may exceed the FDIC insurance limit of \$250,000 per account owner.

Although the Deposit Accounts are obligations of Bank USA or the Program Bank and not UBS, you will not have a direct relationship with the Program Banks. All deposits and withdrawals will be made by UBS on your behalf. Information about your Deposit Accounts may be obtained from UBS, not Bank USA or the Program Banks.

#### *Withdrawal Procedures*

UBS, as your agent, will satisfy any debits (including charges relating to bill payments, electronic funds transfers, UBS debit card purchases and cash withdrawals) in your Securities Account by withdrawing funds from the sources set forth in the General Terms and Conditions.

If a withdrawal of funds from your Deposit Accounts is necessary to satisfy a debit in your Securities Account, UBS as your agent, will withdraw funds from your Deposit Accounts at Bank USA and the Program Banks on the Priority List beginning with the any balances in excess of the Deposit Limit at Bank USA (if any), then from balances from the lowest priority Program Bank on the Priority List at which your funds have been deposited. If there are insufficient funds, funds will be withdrawn from each Program Bank in the sequence (lowest priority to highest priority) until the debit is satisfied.

#### *Changes to the Priority List*

UBS may change the number of Program Banks on the Priority List by adding Program Banks to, or deleting Program Banks from, the Priority List. One or more of the Program Banks included on the Priority List may be replaced with a bank not previously included on the Priority List and the

order of Program Banks on the Priority List may change. In general, you will receive notification in advance of such changes and have an opportunity to designate a Program Bank as ineligible to receive your deposits before any funds are deposited into a new Program Bank or in a new sequence. However, if a Program Bank is unable to accept deposits for regulatory or other reasons, UBS may not be able to provide you with advance notice. UBS will provide you notice of such changes as soon as practicable. If a Program Bank on the Priority List is unable to accept deposits for regulatory or other reasons, funds deposited in other Program Banks on the Priority List while it is unable to accept deposits will not be reallocated to it when it is able to accept deposits. This could result in a Program Bank on the Priority List having a smaller deposit balance than Program Banks in a lower priority position on the Priority List. When the Program Bank that was unable to accept your funds is again able to accept your funds, additional cash balances in your Securities Account will be placed in that Program Bank up to the Deposit Limit.

In the event that the order of Program Banks on the Priority List is changed, on the day on which the revised Priority List is effective your previously deposited funds will be reallocated among the Program Banks on the revised Priority List in accordance with the deposit procedures described above under “Establishment of, and Deposits into, the Deposit Accounts,” unless a given Program Bank on the revised Priority List is unable to accept deposits for regulatory or other reasons. In such case, that Program Bank will not have funds reallocated to it. This could result in a Program Bank on the Priority List having a smaller deposit balance than one or more Program Banks in a lower priority position on the Priority List. When the Program Bank that was unable to accept your funds is again able to accept your funds, available cash balances in your Securities Account will be placed in that Program Bank as described above under “Establishment of, and Deposits into, the Deposit Accounts.” Other than as described above, deposits and withdrawals of your funds made after a change to the Priority List will occur as described above under “Establishment of, and Deposits into, the Deposit Accounts” and “Withdrawal Procedures,” respectively.

If a Program Bank at which you have Deposit Accounts no longer makes the Deposit Accounts available, you will be notified by UBS and given the opportunity to establish a direct depository relationship with the Program Bank, subject to its rules with respect to establishing and maintaining deposit accounts. If you choose not to establish a direct depository relationship with the Program Bank, your funds will be withdrawn and transferred to the next available Program Bank on the Priority List.

## **V. Bank Sweep Programs Interest Rates**

### *General*

Interest rates will be established periodically based on prevailing business and economic conditions, as well as the nature and scope of your relationship with us.

Interest rates paid on the Deposit Accounts may change daily. New interest rates will be made available on the business day following the day when the interest rate is set, and will apply to balances in the Deposit Accounts on the day it is made available. Information regarding current interest rates is available online at [ubs.com/sweepyields](https://ubs.com/sweepyields), through UBS Online Services or by calling your Financial Advisor.

If the UBS-ISP is your sweep option, Bank USA and the Program Banks will pay the same rate of interest. For all three Bank Sweep Programs, Bank USA and AG Stamford Branch, as applicable, will generally pay the same rate of interest on Deposit Accounts. However, the interest rates available through the Deposit Program, Business Program and UBS-ISP may differ. In addition, clients enrolled in different Bank Sweep Programs may be eligible for different interest rates based upon their interest rate tiers, as described below.

Interest will accrue on the Deposit Account balances from the day funds are deposited at Bank USA, AG Stamford Branch or the Program Banks, as applicable, through the business day preceding the date of withdrawal from Bank USA, AG Stamford Branch or the Program Banks, as applicable. Interest on Deposit Account balances will be accrued daily during the interest period. For the Deposit Program and the Business Program, interest will be rounded up or down each day to the nearest \$0.01. As a result, balances in the Deposit Accounts that earn daily total interest of less than half a cent will not accrue any interest. For the UBS-ISP, the daily accrued interest amounts will be aggregated at the end of the interest period then rounded up or down to the nearest \$0.01. If the total accrued interest is less than half a cent, no interest will be paid. Interest accrued through the fourth business day of the month will be credited to your Securities Accounts on the fifth business day of the month. Please note that due to year-end processes, in addition to the regular crediting of interest in January of each year, interest will also be credited on the first business day of January (as of the last business day in December).

The interest on the Deposit Accounts may be higher or lower than the interest rates available to depositors making deposits directly with Bank USA, AG Stamford Branch, the Program Banks or other depository institutions in comparable accounts. You should compare the terms, interest rates, required minimum amounts, charges and other features of the Deposit Accounts with other accounts and alternative investments.

*Interest Rate Tiers*

*Clients other than Plans and Plan Participants*

Interest rates at Bank USA, AG Stamford Branch and the Program Banks are tiered based on the amount of a client's eligible deposits in a Marketing Relationship (as defined in the General Terms and Conditions). Generally, clients with a higher amount of deposits in a Marketing Relationship will receive higher interest rates on the Deposit Accounts than those with a lower amount of deposits in a Marketing Relationship.

*Eligible Deposits in a Marketing Relationship*

Eligible deposits in a Marketing Relationship include certificates of deposit issued by Bank USA, Bank USA Core Savings, all deposits at Bank USA, AG Stamford Branch and participating banks through the Bank Sweep Programs, and all deposits at Bank USA and participating banks through the UBS FDIC-Insured Deposit Program. The amount of eligible deposits in a Marketing Relationship will be calculated at the end of each calendar month. This amount will then be used to determine the interest rate tier for the interest period beginning on the fifth business day of the next month.

If you establish a new Securities Account and have funds swept to Deposit Accounts through one of the Bank Sweep Programs, your Deposit Accounts will earn the interest rate assigned to the \$500,000 to \$999,999 interest rate tier until the amount of eligible deposits in a Marketing Relationship is calculated at the end of the following calendar month. However, if you have a preexisting relationship with UBS, your Deposit Accounts will earn the interest rate assigned to the interest rate tier applicable to the amount of eligible deposits in a Marketing Relationship held in your existing Securities Account(s) as of the prior calendar month-end.

If your Securities Account is a SEP IRA or SIMPLE IRA and is associated with accounts in the same employer's plan, then your SEP IRA or SIMPLE IRA will not be included in the Marketing Relationship that includes your individual accounts. Instead, eligible deposits in your SEP IRA or SIMPLE IRA will be aggregated with eligible deposits held in all accounts that are identified as part of a plan sponsored by the same employer as described below.

*Plans and Plan Participants and SEP/SIMPLE IRAs*

Interest rates on the Deposit Accounts at Bank USA and the Program Banks are tiered based on the amount of eligible deposits in the Plan's QP/SEP/SIMPLE Relationship, as defined below.

In general, a higher amount of eligible deposits in a Plan's QP/SEP/SIMPLE Relationship will receive higher interest rates on the Deposit Accounts than Plans with a lower amount of eligible deposits in a Plan's QP/SEP/SIMPLE Relationship. A Plan Participant's interest rate tier is determined by the amount of eligible deposits in a Plan's QP/SEP/SIMPLE Relationship.

*Eligible Deposits in a QP/SEP/SIMPLE Relationship*

Eligible deposits in a QP/SEP/SIMPLE Relationship include certificates of deposit issued by Bank USA, UBS Bank USA Core Savings, all deposits at Bank USA and participating banks through the Bank Sweep Programs, and all deposits at Bank USA and participating banks through the UBS FDIC-Insured Deposit Program. UBS determines the amount of eligible deposits in a QP/SEP/SIMPLE Relationship as the eligible deposits of a Plan held in Securities Accounts with the same employer identification number (EIN) or Tax ID Number and Plan name, including eligible deposits in Securities Accounts held by Plan Participants, if applicable. We reserve the right, in our sole discretion, to grant exceptions to our QP/SEP/SIMPLE Relationship policies.

The amount of eligible deposits in a Plan's QP/SEP/SIMPLE Relationship will be calculated at the end of each calendar month. This amount will then be used to determine the interest rate tier for the interest rate period beginning on the fifth business day of the next month.

The interest rate tiers for both Bank Sweep Programs, determined by eligible deposits in a Marketing Relationship or QP/SEP/SIMPLE Relationship, as applicable, are:

**Interest Rate Tiers**

\$5 million and more
\$2 million to \$4,999,999
\$1 million to \$1,999,999
\$500,000 to \$999,999
\$250,000 to \$499,999
Less than \$250,000

UBS reserves the right to change the interest rate tiers at any time without notice, including utilizing different tiers in each of the Bank Sweep Programs. Information regarding current interest rates and interest rate tiers is available online at [ubs.com/sweeppyields](http://ubs.com/sweeppyields), through UBS Online Services or by calling your Financial Advisor.

**VI. UBS AG and the AG Stamford Branch**

*Overview of UBS AG and the AG Stamford Branch*

UBS AG is organized under Swiss company law as a corporation and is authorized to engage in banking activity pursuant to the Federal Banking Law of Switzerland. UBS AG is a subsidiary of UBS Group AG, which is the parent company of the UBS group of companies (all subsidiaries and affiliates, including UBS AG, Bank USA and UBS Financial Services Inc.) (Group). The Group engages primarily in wealth management, retail and corporate banking, investment banking and asset management.

The Group operates in many countries around the world and is a leading provider of coordinated global services to multinational corporations and financial institutions in the world's main financial centers.

The AG Stamford Branch is a legal and operational extension of UBS AG and is not a separately capitalized entity. The AG Stamford Branch is supervised by the Board of Governors of the Federal Reserve System (Board). The AG Stamford Branch is authorized to engage in the same broad range of banking

activities as branches of US banks. Deposit Accounts at the AG Stamford Branch are not eligible for insurance by the FDIC, SIPC or any governmental agency of the United States, Switzerland or any other jurisdiction.

You may obtain the current credit ratings of UBS AG, as assigned by Moody's and Standard & Poor's, at [moodys.com](http://moodys.com) and [standardandpoors.com](http://standardandpoors.com). You will be asked to register before gaining access to the ratings information, but will not be charged a fee.

A credit rating is not a recommendation by the credit rating agency, UBS, UBS Group AG, UBS AG or the AG Stamford Branch to purchase, hold or sell an investment or a Deposit Account in as much as a credit rating does not comment as to investment return or suitability for a particular investor. A credit rating assigned to UBS AG is solely the view of the assigning credit rating agency, addresses the likelihood of the payment of UBS AG's liabilities according to their terms and is subject to any limitation that the assigning credit rating agency may impose.

UBS is not obligated to notify you of any changes in the credit rating of UBS AG or the AG Stamford Branch, and you should not rely on such notification. Under certain circumstances, such as a violation of any law, unsafe business practices or the initiation of liquidation proceedings against UBS AG, or the appropriate Federal banking agency, in the event of a liquidation proceeding, is authorized to take possession of the business and property of the AG Stamford Branch. Should such circumstances arise, acceptance or rejection of creditor claims against the AG Stamford Branch and UBS AG by the appropriate Federal banking agency will not prejudice such creditor rights to share in the assets of UBS AG.

#### *Availability of Certain UBS Group AG Documents*

UBS Group AG is required to submit to the Board, within four months of the close of its fiscal year, an Annual Report of Foreign Banking Organizations (Annual Report). Among other things, this Annual Report requires the submission of consolidated financial statements of UBS Group AG's subsidiaries, share and shareholder information, risk-based capital ratios, and information concerning the ownership and structure of UBS Group AG's operations.

UBS Group AG must also report within 30 days of their occurrence any significant changes in its US operations. A copy of the Annual Report (Form FR Y-7) filed by UBS Group AG may be obtained by request by facsimile (202-872-7565) or electronically (see instructions at [federalreserve.gov/secure/forms/efoiaform.aspx](http://federalreserve.gov/secure/forms/efoiaform.aspx)).

UBS Group AG files annual reports on Form 20-F and other information with the Securities and Exchange Commission (SEC). Among other things, this report contains UBS Group AG's financial and operating performance for the most recently completed fiscal year, consolidated financial statements and the accompanying notes, and a summary of risks associated with UBS Group AG's businesses.

The most recent information filed with the SEC automatically updates and supersedes earlier information. The documents filed with the SEC are publicly available by accessing the SEC's EDGAR filing system at [sec.gov/edgar/searchedgar/companysearch.html](http://sec.gov/edgar/searchedgar/companysearch.html).

UBS AG files quarterly a Report of Assets and Liabilities of US Branches and Agencies of Foreign Banks (Report) with respect to the AG Stamford Branch. The Report is publicly available by accessing the National Information Center's website at [ffiec.gov/nicpubweb/nicweb/NicHome.aspx](http://ffiec.gov/nicpubweb/nicweb/NicHome.aspx).

UBS does not guarantee in any way the financial condition of UBS Group AG, UBS AG or the AG Stamford Branch or the accuracy of any publicly available financial information concerning UBS Group AG, UBS AG or the AG Stamford Branch.

UBS is not obligated to inform you of any changes in the financial condition of UBS Group AG, UBS AG or the AG Stamford Branch and you should not rely on such notification.

#### **VII. Viewing Information About Your Deposit Accounts**

All activity in your Deposit Accounts at Bank USA, AG Stamford Branch and the Program Banks, including the initial deposit, opening and closing balances and any interest earned for the period, will appear on your periodic Securities Account statement.

With UBS Online Services, you can view your Securities Account information and monitor balances in your Deposit Accounts online at any time. To enroll, contact your Financial Advisor. UBS Online Services is free of charge for all Securities Accounts.

#### **VIII. Changes to the Bank Sweep Programs**

UBS may modify or terminate any Bank Sweep Program at any time in its sole discretion. Modifications to the Bank Sweep Programs may include, but are not limited to, changing the terms and conditions, or adding or eliminating Program Banks. Changes to a Bank Sweep Program will be effective as described in the General Terms and Conditions.

We will notify you in advance of any material changes to the Bank Sweep Programs in which you participate. If additional depository institutions are added to the Bank Sweep Program in which you participate, we will give you the opportunity to designate the new depository institution as ineligible to receive your deposits before any funds are deposited into a new depository institution.

If we eliminate the Bank Sweep Program in which you participate or you become ineligible for that Bank Sweep Program, we may upon 30 days advance notice to you withdraw your funds from your Deposit Accounts and place your funds in the available sweep option for which you are eligible.

#### **IX. Notices**

All notices to you regarding the Bank Sweep Programs may be by means of a letter, an entry on your periodic Securities Account statement, an entry on a trade confirmation or by any means set forth in the General Terms and Conditions.

#### **X. Your Relationship with UBS, Bank USA, AG Stamford Branch and the Program Banks**

Under the Bank Sweep Programs, UBS acts as your agent in establishing Deposit Accounts at Bank USA, AG Stamford Branch and the Program Banks and depositing funds into them and withdrawing funds from them. As a client of UBS, you will not have a direct account relationship with Bank USA, AG Stamford Branch or the Program Banks. Your ownership of the deposited funds will be evidenced by a book entry on the records of Bank USA and AG Stamford Branch, as applicable, and by the records UBS maintains as your custodian. No passbook, certificate or other evidence of ownership will be issued to you. As discussed above, your periodic Securities Account statements will reflect the balances in your Deposit Accounts at Bank USA, AG Stamford Branch and the Program Banks. You should retain the statements for your records.

The Deposit Account at Bank USA constitutes an obligation only of Bank USA, and is not guaranteed directly or indirectly by UBS AG, UBS or any of their other subsidiaries or affiliates. Each Deposit Account at AG Stamford Branch and each of the Program Banks constitutes an obligation of AG Stamford Branch and the Program Bank, respectively, and is not guaranteed directly or indirectly by UBS or Bank USA. The payment of principal and interest on the Deposit Account at the AG Stamford Branch is subject to the creditworthiness of UBS AG. Publicly available financial information about Bank USA is available at [ffiec.gov/nicpubweb/nicweb/NicHome.aspx](http://ffiec.gov/nicpubweb/nicweb/NicHome.aspx) or by contacting the FDIC Public Information Center by mail at L. William Seidman



Center, Virginia Square, 3501 North Fairfax Drive, Arlington, Virginia 22226 or by phone at 703-562-2200.

Sources for publicly available financial information about UBS AG and AG Stamford Branch are set forth above.

**UBS may, in its sole discretion and without notice, terminate your participation in a Bank Sweep Program at any time. Similarly, you may terminate your participation in a Bank Sweep Program at anytime by contacting your Financial Advisor.**

**In either case, unless you are a Plan Participant, you may establish a direct relationship with Bank USA, AG Stamford Branch or a Program Bank, subject to the policies of Bank USA, AG Stamford Branch or the Program Bank, by requesting to have the Deposit Accounts established in your name. This will result in the separation of the Deposit Accounts from your Securities Account. If you are a Plan Participant, you may not establish a direct relationship with Bank USA, AG Stamford Branch or a Program Bank by requesting to have the Deposit Accounts established in your name unless permitted by the documents governing the Plan, and subject to the policies of Bank USA, AG Stamford Branch or the Program Banks, as applicable.**

UBS receives, to the extent permitted by applicable law, an annual fee of up to \$50 from both Bank USA and AG Stamford Branch, for each Securities Account that sweeps through the Bank Sweep Programs into Deposit Accounts at Bank USA and AG Stamford Branch, respectively. UBS reserves the right to increase, decrease or waive all or part of this fee.

Other than applicable fees and charges imposed by UBS on your Securities Account (such as for returned checks or stop payments), which are described in the "Fees and Charges" section of the Agreements and Disclosures booklet, there will be no charge, fee or commission imposed on your Securities Account with respect to the Bank Sweep Programs.

#### *Fees to UBS through the UBS-ISP*

All Program Banks will pay Bank USA a fee equal to a percentage of the average daily deposit balance in your Deposit Accounts at the Program Bank. The fee may vary from Program Bank to Program Bank. In its discretion, UBS may reduce its fee and may vary the amount of the reductions among clients. In its discretion, UBS may reduce its fee and may vary the amount of the reductions among clients.

Your Financial Advisor does not currently receive a fee in connection with the Deposit Program or the UBS-ISP. UBS reserves the right to pay a fee to your Financial Advisor in connection with the Deposit Program or the UBS-ISP at any time without prior notice. Upon request, UBS will provide you with information about UBS's compensation arrangements with respect to its sweep options, including the UBS-ISP.

#### **XI. Benefits to UBS and Bank USA**

Deposits at Bank USA and AG Stamford Branch provide a stable source of funding that Bank USA and AG Stamford Branch use to support their lending and investments activities. Bank USA and AG Stamford Branch will seek to make a profit by achieving a positive "spread," or difference, between (a) the sum of the amount of interest that it pays for deposits, and (b) the sum of the amount of interest that it charges for loans and the return on investments made with any deposits that it does not need to fund loans.

As with other depository institutions, the profitability of Bank USA and AG Stamford Branch is determined largely by the difference between the interest paid and the costs associated with its deposits, and the interest or other income earned on its loans, investments and other assets.

Like other depository institutions, Bank USA and AG Stamford Branch improve their profitability when they lower the interest rates paid on their deposits, including the Deposit Accounts. Neither Bank USA nor AG Stamford Branch has any obligation to pay interest based upon their profitability or the income earned on their loans, investments or other assets.

The UBS-ISP provides additional benefits to Bank USA. Through an arrangement with the Program Banks and other depository institutions (Reciprocal Deposit Arrangement), Bank USA may receive an amount of deposits equal to deposits UBS clients place with the Program Banks through the UBS-ISP on any day. In addition, Bank USA may receive certain fees in connection with the deposits it receives through the Reciprocal Deposit Arrangement. Further, the Reciprocal Deposit Arrangement provides certain regulatory benefits to Bank USA that could lower costs and increase its overall profits.

Free Cash Balances are not segregated from other cash balances and UBS may use Free Cash Balances in the ordinary course of our business as permitted by applicable law.

#### **XII. FDIC Insurance**

**Deposit Accounts at AG Stamford Branch are not insured by the FDIC, SIPC or any governmental agency of the United States, Switzerland or any other jurisdiction. Deposit Accounts at AG Stamford Branch are obligations of AG Stamford Branch only, and are not obligations of UBS or of any of its other affiliates. The payment of principal and interest on Deposit Accounts at AG Stamford Branch is subject to the creditworthiness of UBS AG. In the unlikely event of the failure of AG Stamford Branch, you will be a general unsecured creditor of UBS AG.**

The Deposit Accounts at Bank USA and the Program Banks are insured by the FDIC, an independent agency of the US government, to a maximum amount of \$250,000 per depositor (including principal and accrued interest) when aggregated with all other deposits held by the depositor in the same insurable capacity at Bank USA or the Program Bank. Examples of insurable capacities include individual, joint, retirement, business, and trust accounts.

Your funds become eligible for deposit insurance immediately upon placement in a Deposit Account. Any deposits (including certificates of deposit) that you maintain directly with Bank USA or a Program Bank, or through an intermediary (such as UBS or another broker-dealer), in the same insurable capacity will be aggregated with the Deposit Accounts at Bank USA or the Program Bank, as applicable, for purposes of calculating the maximum insurance amount. **You are responsible for monitoring the total amount of deposits that you have with Bank USA and each Program Bank in order to determine the extent of deposit insurance coverage available to you. Neither UBS nor UBS AG is responsible for any insured or uninsured portion of a Deposit Account.**

In the event that federal deposit insurance payments become necessary, you will be insured on principal plus unpaid and accrued interest up to, and including, the day Bank USA or the Program Bank fails. There is no specific time period during which the FDIC must make insurance payments available and UBS will not advance you funds prior to an FDIC insurance payment. Furthermore, you may be required to provide certain documentation to the FDIC and UBS before insurance payments are made. For example, if you hold deposits as a trustee for the benefit of trust participants, you may be required to furnish affidavits and provide indemnities regarding an insurance payment.



If you become the owner of deposits at Bank USA or a Program Bank after another depositor dies as a result of a survivorship feature of the account, such as a joint account or "payable on death" account, the FDIC provides a six-month "grace period" after the death of the other depositor during which time your deposits are eligible for the pre-death coverage. This allows you to restructure your deposits in order to obtain the maximum amount of deposit insurance for which you are eligible.

If deposits in your Deposit Accounts or other deposits at Bank USA or a Program Bank are assumed by another depository institution as a result of a merger or consolidation, such deposits will continue to be separately insured from deposits that you might have established with the acquirer until (i) the maturity date of any time deposits that were assumed, or (ii) with respect to deposits that are not time deposits, the expiration of a six-month period from the date of the acquisition. Thereafter, any assumed deposits will be aggregated with your existing deposits with the acquirer held in the same insurable capacity for purposes of federal deposit insurance. Any deposit opened at the acquirer after the acquisition will be aggregated with deposits established with the acquirer for purposes of federal deposit insurance.

*Questions about FDIC Deposit Insurance Coverage*

If you have questions about basic FDIC insurance coverage, please contact your Financial Advisor. You may wish to seek advice from your own attorney concerning FDIC insurance coverage of deposits held in more than one insurable capacity. You may also obtain information by contacting the FDIC, Division of Supervision and Consumer Protection:

- By mail: 550 17th Street, N.W., Washington, D.C. 20429
- By phone: 877-275-3342 or 800-925-4618 (TDD) or 202-942-3100
- By e-mail: [dcainternet@fdic.gov](mailto:dcainternet@fdic.gov)
- [fdic.gov](http://fdic.gov)

**XIII. Securities Investor Protection Corporation Protection**

UBS is a member of SIPC, which provides protection for your Securities Account(s) with UBS up to \$500,000, including \$250,000 for Free Cash Balances in the unlikely event that UBS fails financially. SIPC asset protection limits apply, in the aggregate, to all Securities Accounts that you hold in a particular legal capacity.

**XIV. Alternatives to the Bank Sweep Programs**

If you choose not to participate in one of the Bank Sweep Programs, Free Cash Balances will remain in your Securities Accounts and will not earn interest. To elect to have Free Cash Balances remain in your Securities Account, please contact your Financial Advisor. Whether or not you choose to have Free Cash Balances swept through one of the Bank Sweep Programs, UBS offers a number of investment products that you may wish to consider as alternatives to maintaining cash deposits at Bank USA, AG Stamford Branch, or the Program Banks.

An ineligible Securities Account may be eligible for a different sweep option. Please refer to the section in the Client Relationship Agreement entitled "Our Sweep Options and Your Sweep Election."

Consider your investment objectives, liquidity needs and risk tolerance when you review these alternatives. Some of these alternatives may pay an interest rate or dividend that is higher than the rate you receive on the Deposit Accounts; others may not.

While deposits in the Deposit Accounts at Bank USA and the Program Banks, certificates of deposit and any other available deposit products offered by FDIC-insured depository institutions are covered by FDIC insurance up to applicable limits, other investment alternatives, such as money market funds, are not FDIC-insured, are not guaranteed by a bank and may lose value.

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# Chart of Eligibility for UBS Bank Sweep Programs

Program	Program features	Eligibility by account type
UBS Insured Sweep Program	<ul style="list-style-type: none"> <li>Free cash balances automatically deposited into MMDAs at Bank USA up to the Deposit Limit (\$249,000 for single accounts, \$498,000 for joint accounts).</li> <li>Once your funds in the Deposit Account at Bank USA reach the Deposit Limit, UBS, as your agent, will open a Deposit Account for you at the next Program Bank on the Priority List and place your additional funds in that Program Bank.</li> <li>Excess funds deposited at Bank USA without limit.</li> </ul>	<ul style="list-style-type: none"> <li>Individuals.</li> <li>Custodial accounts (if none of the beneficiaries is a business entity).</li> <li>Business entities, such as corporations, sole proprietorships, governmental entities, partnerships, limited liability companies, associations and business trusts.</li> <li>Nonprofit organizations.</li> <li>Estates.</li> <li>Revocable and irrevocable trusts owned by US residents (if one or more beneficiaries is a business entity).</li> <li>Trusts owned by non-US residents.</li> <li>IRAs, including traditional, Roth, SEP and SIMPLE IRAs.*</li> <li>Employee benefit plans qualified under Section 401(a) of the Internal Revenue Code of 1986, as amended, or governmental plans under section 457 of the Code, or under any other employee retirement or welfare plan subject to the Employee Retirement Income Security Act of 1974, as amended (ERISA) (Plans), including individual participant accounts under a defined contribution plan.*</li> <li>*Accounts/plans that are in Discretionary Programs, SWP, CAP, Institutional Consulting or Separately Managed Account Programs (ACCESS or MAC) managed by a UBS affiliate are not eligible for UBS-ISP. They sweep into the UBS Deposit Program. Individual participant accounts under a defined contribution plan that are managed on a discretionary basis are not eligible.</li> </ul>
UBS Deposit Account Sweep Program	<ul style="list-style-type: none"> <li>For all non-Legacy Accounts (defined under eligibility), free cash balances automatically deposited into MMDA at Bank USA without limit.</li> <li>For Legacy Accounts, free cash balances automatically deposited into MMDA at Bank USA up to the Deposit Limit (\$249,000 for single accounts, \$498,000 for joint accounts), with excess funds deposited without limit at AG Stamford Branch.</li> </ul>	<ul style="list-style-type: none"> <li>Retail accounts that are enrolled in the Deposit Program prior to November 18, 2019 and elected to have free cash balances swept to Bank USA up to a maximum of \$250,000 per account owner, with excess funds deposited without limit at AG Stamford Branch (Legacy Accounts).</li> <li>Retirement advisory accounts, including Individual Retirement Accounts and Qualified Plans in Discretionary Programs, SWP, CAP, Institutional Consulting, and Separately Managed Account Programs (ACCESS or MAC) managed by a UBS affiliate.</li> <li>Individual participant accounts under a defined contribution plan that are managed on a discretionary basis.</li> </ul>
UBS Business Account Sweep Program	<ul style="list-style-type: none"> <li>Free cash balances automatically deposited into MMDAs at Bank USA without limit.</li> <li>For accounts opened prior to November 18, 2019 free cash balances automatically deposited into MMDAs at Bank USA up to the Deposit Limit (\$249,000 for single accounts, \$498,000 for joint accounts), with excess funds deposited without limit at AG Stamford Branch.</li> </ul>	<ul style="list-style-type: none"> <li>Business accounts that are enrolled in the Business Program prior to November 18, 2019 and elected to have free cash balances swept to Bank USA up to a maximum of \$250,000 per account owner, with excess funds deposited without limit at AG Stamford Branch</li> <li>Individual participant accounts under a defined contribution plan that are managed on a discretionary basis.</li> </ul>

# Bank Priority Lists for Retail Accounts

Effective December 1, 2023

<b>CT, NY</b>	<b>DC, DE, MA, MD, ME, NH, NJ, RI, VA, VT</b>	<b>FL, GA</b>	<b>AL, LA, MS, NC, SC, TX, WV</b>
UBS Bank USA	UBS Bank USA	UBS Bank USA	UBS Bank USA
Goldman Sachs Bank USA	Goldman Sachs Bank USA	Goldman Sachs Bank USA	Goldman Sachs Bank USA
American Express National Bank	Truist Bank	American Express National Bank	American Express National Bank
Citibank, NA	Citibank, NA	Banc of California	The Huntington National Bank
Truist Bank	Barclays Bank Delaware	Barclays Bank Delaware	Citibank, NA
Barclays Bank Delaware	Banc of California	Citibank, NA	Barclays Bank Delaware
Banc of California	CIBC Bank USA	The Huntington National Bank	Truist Bank
The Huntington National Bank	The Huntington National Bank	Associated Bank, NA	Banc of California
HSBC Bank USA, NA	American Express National Bank	CIBC Bank USA	HSBC Bank USA, NA
Associated Bank, NA	Associated Bank, NA	Truist Bank	Associated Bank, NA
Synovus Bank	HSBC Bank USA, NA	HSBC Bank USA, NA	CIBC Bank USA
CIBC Bank USA	EagleBank	EagleBank	EagleBank
EagleBank	Synovus Bank	Synovus Bank	Synovus Bank
Valley National Bank	Valley National Bank	Valley National Bank	Valley National Bank
Forbright Bank	Forbright Bank	Forbright Bank	Forbright Bank

<b>AR, IA, IL, IN, KS, KY, MI, MN, MO, NE, OH, PA, TN, WI</b>	<b>AZ, CO, ID, MT, ND, NM, NV, OK, OR, SD, UT, WA, WY</b>	<b>CA</b>	<b>AK, HI, PR, VI, Other</b>
UBS Bank USA	UBS Bank USA	UBS Bank USA	UBS Bank USA
Citibank, NA	Citibank, NA	Truist Bank	Citibank, NA
American Express National Bank	Goldman Sachs Bank USA	Citibank, NA	Goldman Sachs Bank USA
The Huntington National Bank	Banc of California	Banc of California	Banc of California
Truist Bank	Truist Bank	Goldman Sachs Bank USA	Barclays Bank Delaware
Goldman Sachs Bank USA	Barclays Bank Delaware	Barclays Bank Delaware	HSBC Bank USA, NA
CIBC Bank USA	CIBC Bank USA	American Express National Bank	Truist Bank
Banc of California	American Express National Bank	The Huntington National Bank	CIBC Bank USA
Barclays Bank Delaware	HSBC Bank USA, NA	Associated Bank, NA	American Express National Bank
Associated Bank, NA	Associated Bank, NA	HSBC Bank USA, NA	Associated Bank, NA
HSBC Bank USA, NA	The Huntington National Bank	CIBC Bank USA	The Huntington National Bank
EagleBank	EagleBank	Synovus Bank	EagleBank
Synovus Bank	Synovus Bank	EagleBank	Synovus Bank
Valley National Bank	Valley National Bank	Valley National Bank	Valley National Bank
Forbright Bank	Forbright Bank	Forbright Bank	Forbright Bank

# Bank Priority Lists for Retirement Accounts

Effective December 1, 2023

<b>CT, NY</b>	<b>DC, DE, MA, MD, ME, NH, NJ, RI, VA, VT</b>	<b>FL, GA</b>	<b>AL, LA, MS, NC, SC, TX, WV</b>
UBS Bank USA	UBS Bank USA	UBS Bank USA	UBS Bank USA
The Huntington National Bank	Goldman Sachs Bank USA	Barclays Bank Delaware	Goldman Sachs Bank USA
Goldman Sachs Bank USA	Truist Bank	Citibank, NA	Truist Bank
Truist Bank	Citibank, NA	Banc of California	Forbright Bank
American Express National Bank	Banc of California	Truist Bank	Citibank, NA
Citibank, NA	Forbright Bank	Goldman Sachs Bank USA	Banc of California
Banc of California	Associated Bank, NA	HSBC Bank USA, NA	Associated Bank, NA
Associated Bank, NA	Barclays Bank Delaware	CIBC Bank USA	Barclays Bank Delaware
Barclays Bank Delaware	Synovus Bank	American Express National Bank	Synovus Bank
Synovus Bank	HSBC Bank USA, NA	Associated Bank, NA	HSBC Bank USA, NA
HSBC Bank USA, NA	EagleBank	Synovus Bank	CIBC Bank USA
Forbright Bank	American Express National Bank	Forbright Bank	American Express National Bank
EagleBank	CIBC Bank USA	EagleBank	EagleBank
CIBC Bank USA	Valley National Bank	Valley National Bank	Valley National Bank
Valley National Bank	The Huntington National Bank	The Huntington National Bank	The Huntington National Bank

<b>AR, IA, IL, IN, KS, KY, MI, MN, MO, NE, OH, PA, TN, WI</b>	<b>AZ, CO, ID, MT, ND, NM, NV, OK, OR, SD, UT, WA, WY</b>	<b>CA</b>	<b>AK, HI, PR, VI, Other</b>
UBS Bank USA	UBS Bank USA	UBS Bank USA	UBS Bank USA
American Express National Bank	Goldman Sachs Bank USA	Goldman Sachs Bank USA	Goldman Sachs Bank USA
Goldman Sachs Bank USA	Forbright Bank	Forbright Bank	Forbright Bank
Citibank, NA	Truist Bank	Truist Bank	Truist Bank
Truist Bank	Citibank, NA	Citibank, NA	Citibank, NA
Forbright Bank	Banc of California	Banc of California	Banc of California
Banc of California	Associated Bank, NA	Associated Bank, NA	Associated Bank, NA
Associated Bank, NA	Barclays Bank Delaware	Barclays Bank Delaware	Barclays Bank Delaware
Barclays Bank Delaware	Synovus Bank	Synovus Bank	Synovus Bank
Synovus Bank	HSBC Bank USA, NA	HSBC Bank USA, NA	HSBC Bank USA, NA
HSBC Bank USA, NA	EagleBank	EagleBank	EagleBank
EagleBank	American Express National Bank	American Express National Bank	American Express National Bank
CIBC Bank USA	CIBC Bank USA	CIBC Bank USA	CIBC Bank USA
Valley National Bank	Valley National Bank	Valley National Bank	Valley National Bank
The Huntington National Bank	The Huntington National Bank	The Huntington National Bank	The Huntington National Bank



# Bank Priority Lists for Business Accounts

Effective December 1, 2023

<b>CT, NY</b>	<b>DC, DE, MA, MD, ME, NH, NJ, RI, VA, VT</b>	<b>FL, GA</b>	<b>AL, LA, MS, NC, SC, TX, WV</b>
UBS Bank USA	UBS Bank USA	UBS Bank USA	UBS Bank USA
Truist Bank	Truist Bank	Banc of California	Truist Bank
Synovus Bank	Citibank, NA	Truist Bank	Banc of California
HSBC Bank USA, NA	EagleBank	Synovus Bank	Citibank, NA
Banc of California	Synovus Bank	HSBC Bank USA, NA	Synovus Bank
Eagle Bank	Banc of California	The Huntington National Bank	HSBC Bank USA, NA
The Huntington National Bank	HSBC Bank USA, NA	CIBC Bank USA	Barclays Bank Delaware
Citibank, NA	Barclays Bank Delaware	Citibank, NA	The Huntington National Bank
CIBC Bank USA	The Huntington National Bank	EagleBank	EagleBank
Barclays Bank Delaware	CIBC Bank USA	Barclays Bank Delaware	CIBC Bank USA
Associated Bank, NA	Associated Bank, NA	Associated Bank, NA	Associated Bank, NA
Valley National Bank	Valley National Bank	Valley National Bank	Valley National Bank
Forbright Bank	Forbright Bank	Forbright Bank	Forbright Bank

<b>AR, IA, IL, IN, KS, KY, MI, MN, MO, NE, OH, PA, TN, WI</b>	<b>AZ, CO, ID, MT, ND, NM, NV, OK, OR, SD, UT, WA, WY</b>	<b>CA</b>	<b>AK, HI, PR, VI, Other</b>
UBS Bank USA	UBS Bank USA	UBS Bank USA	UBS Bank USA
Truist Bank	Truist Bank	Truist Bank	Truist Bank
Citibank, NA	Synovus Bank	Synovus Bank	HSBC Bank USA, NA
Banc of California	Citibank, NA	EagleBank	Barclays Bank Delaware
Synovus Bank	Banc of California	Citibank, NA	Citibank, NA
The Huntington National Bank	Barclays Bank Delaware	Banc of California	Synovus Bank
CIBC Bank USA	EagleBank	Barclays Bank Delaware	EagleBank
Barclays Bank Delaware	CIBC Bank USA	The Huntington National Bank	CIBC Bank USA
EagleBank	Associated Bank, NA	HSBC Bank USA, NA	Banc of California
Associated Bank, NA	HSBC Bank USA, NA	Associated Bank, NA	The Huntington National Bank
HSBC Bank USA, NA	The Huntington National Bank	CIBC Bank USA	Associated Bank, NA
Valley National Bank	Valley National Bank	Valley National Bank	Valley National Bank
Forbright Bank	Forbright Bank	Forbright Bank	Forbright Bank

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# Important information regarding the Puerto Rico Fund

We want to inform you that due to changes in legislation, UBS is required to register the Puerto Rico Fund as an investment company under the US Investment Company Act of 1940. As a result, since May 2021, you can no longer choose the Puerto Rico Fund as

a sweep option. Accounts for Puerto Rico residents are eligible for the UBS cash sweep programs but will not be assigned a default sweep option. Clients may enroll in a program by contacting their Financial Advisor.



# UBS FDIC-Insured Deposit Program Disclosure Statement

## I. Summary

### Introduction

UBS Financial Services Inc. (collectively, "UBS," "we" or "us") offers the UBS FDIC-Insured Deposit Program (the "Program") to automatically deposit, or "sweep," available cash balances in your securities account ("Securities Account") into deposit accounts ("Deposit Accounts") at participating banks (each a "Bank") whose deposits are insured by the Federal Deposit Insurance Corporation ("FDIC"). Banks are set forth in UBS Bank Priority Lists applicable to your Securities Account ("Priority List"), as further described in Section III, "Operation of the Program," below. One of the Banks on the Priority List may be UBS Bank USA ("Bank USA"), an affiliate of UBS. Please refer to Section III for more information.

UBS will act as your agent and custodian in establishing and maintaining the Deposit Accounts at each Bank. Although the Deposit Accounts are obligations of the Banks and not UBS, you will not have a direct relationship with the Banks. All deposits and withdrawals will be made by UBS on your behalf. Information about your Deposit Accounts may be obtained from UBS, not the Banks.

### FDIC Deposit Insurance Available on Deposit Accounts

The FDIC deposit insurance limit for most insurable capacities (e.g., individual, joint, etc.) is \$250,000 per owner, including principal and accrued interest per depositor when aggregated with all other deposits held in the same insurable capacity at a Bank. For example, balances in the Deposit Accounts at a Bank held by an individual are insured up to \$250,000 and balances in the Deposit Accounts at a Bank held jointly by two or more individuals are insured up to \$250,000 per joint owner.

UBS will place up to \$249,000 (\$498,000 for Joint Accounts of two or more individuals) (the "Deposit Limit") of your available cash balances in each Bank on the Priority List irrespective of the capacity in which you hold your Securities Account and of the FDIC deposit insurance limit available for the deposits held in that capacity. Once funds equal to the Deposit Limit have been deposited for you through the Program in each Bank on the Priority List, any additional cash balances will be swept to Deposit Accounts at Bank USA, which is the first bank on the Priority List. **If this occurs, your balances at Bank USA may exceed the FDIC insurance limit of \$250,000. (See "Establishment of, and deposits into, the deposit accounts" in Part II for full disclosures.)**

**Any deposits (including certificates of deposit) that you maintain in the same insurable capacity directly with a Bank or through an intermediary (such as UBS or another broker), regardless of the number of Securities Accounts, will be aggregated with funds in your Deposit Accounts at the Bank for purposes of the FDIC deposit insurance limit. You are responsible for monitoring the total amount of deposits that you have with each Bank in order to determine the extent of FDIC insurance coverage available to you.**

**You should review carefully Section X, "Information About FDIC Insurance."**

### No SIPC Protection

Balances in the Deposit Accounts at the Banks are not eligible for coverage by the Securities Investor Protection Corporation ("SIPC"). You should review carefully Section XI, "Securities Investor Protection Corporation Coverage."

Interest on the Deposit Accounts

Interest rates on the Deposit Accounts will be tiered based on your eligible deposits in a Marketing Relationship ("Interest Rate Tiers"). If the value of your eligible deposits in a Marketing Relationship increases such that you are eligible for a higher Interest Rate Tier, the interest rate on your Deposit Accounts may also increase. Current interest rates are available online at [ubs.com/sweepyields](http://ubs.com/sweepyields) or by calling your Financial Advisor. The Banks do not have to offer the highest rates available or rates comparable to money market mutual fund yields. By comparison, money market mutual funds generally seek to achieve the highest rate of return consistent with their investment objectives, which can be found in their prospectuses. Please refer to Section V, "Interest on Balances in the Deposit Accounts," for more information.

### Fees and Conflicts of Interest

All Banks participating in the Program, except Bank USA, will pay UBS a fee equal to a percentage of the average daily deposit balance in your Deposit Accounts at the Bank. Bank USA will pay UBS an annual fee of up to \$50 for each Securities Account that sweeps through the Program into Deposit Accounts at Bank USA. UBS reserves the right to increase, decrease or waive all or part of these fees at any time.

The Program provides benefits to UBS and Bank USA. You should review Section VIII, "Information About Your Relationship with UBS and the Banks-Fees to UBS" and Section VIII, "Information About Your Relationship with UBS and the Banks-Benefits to UBS and Bank USA."

### Prior Written Notice of Withdrawal

Federal banking regulations require the Banks to reserve the right to require seven (7) days' prior written notice before permitting transfers or withdrawals from the Deposit Accounts. The Banks have indicated that they currently have no intention of exercising this right.

## II. Eligibility for the Program

Eligibility for the Program is based on the type of client rather than the type of Securities Account.

The Program is available to:

- Revocable Trusts as long as none (0) of the beneficiaries is a for-profit business entity.
- Irrevocable Trusts as long as none (0) of the beneficiaries is a for-profit business entity.

If your Securities Account is initially eligible for the Program, your Securities Account may become ineligible for the Program if any subsequent beneficiary is not a natural person or nonprofit organization. If your Securities Account subsequently becomes ineligible for the Program, you authorize us to withdraw your Deposit Account balances from the Program and reinvest those balances in a sweep option for which your Securities Account is eligible.

Non-US residents are not eligible for the Program. Note that UBS, at its discretion, will consider a client to be ineligible if UBS becomes aware that the entity is prohibited as a matter of law from holding funds at the Banks.

We may change the eligibility requirements for the Program at any time in our discretion. In addition, we may grant exceptions to the eligibility requirements for the Program in our discretion. Your Financial Advisor can provide you with additional information about eligibility for the Program.

## III. Operation of the Program

### Priority List

UBS will sweep available cash balances in your Securities

Account into Deposit Accounts at the Banks set forth in the Priority List. Banks appear on the Priority List in the order in which the Deposit Accounts will be opened for you and your funds will be deposited. UBS may change the Priority List from time to time, as further described in “Changes to the Priority List” section below. The Priority List is attached. It is also available at [ubs.com/bankprioritylists](https://ubs.com/bankprioritylists) or by contacting your Financial Advisor. You should review the Priority List carefully.

You may not change the order of the Banks on the Priority List. However, you may at any time designate a Bank (other than Bank USA) as ineligible to receive your funds. This will result in your funds being deposited into Deposit Accounts at the next Bank on the Priority List, as amended by you. In addition, you may at any time instruct us to remove your funds from a Bank, close your Deposit Accounts with the Bank, and designate the Bank as ineligible to receive future deposits. Unless you direct us to place your funds in a different investment, your funds from a closed Deposit Account will be deposited in Deposit Accounts at the first available Bank set forth on the Priority List, as amended by you.

If you wish to designate a Bank as ineligible to receive your funds, please contact your Financial Advisor.

As described below under “Changes to the Priority List,” the Priority List may be changed. In general, you will receive prior notification of changes to the Priority List. However, under certain limited circumstances prior notification will not be possible.

#### *Establishment of, and deposits into, the deposit accounts*

We will establish one or more Deposit Accounts at Bank USA and each Bank, as applicable. Deposit Accounts available to you at each Bank, except Bank USA, are money market deposit account (MMDA)—a type of savings account—and a linked transaction account (TA) as those terms are defined in the Federal Reserve Board’s Regulation D. Your only Deposit Account at Bank USA will be an MMDA. The Deposit Accounts are non-transferable.

When funds are first available for deposit, UBS, as your agent, will open an MMDA on your behalf at Bank USA and place your funds in the MMDA. Once your funds in the Deposit Account at Bank USA reach the Deposit Limit, UBS, as your agent, will open an MMDA and potentially a linked TA for you at the next available Banks on the Priority List in the order set forth on the Priority List and place your additional funds in the MMDA at each Bank up to the Deposit Limit.

In the event that you have deposits equal to the Deposit Limit in Deposit Accounts at each of the available Banks on the priority list, additional cash balances will be swept to Deposit Accounts at Bank USA. **If this occurs, your balances at Bank USA may exceed the FDIC insurance limit of \$250,000.**

Please note that a Bank on the Priority List may become unable to accept deposits up to the Deposit Limit for regulatory or other reasons. In this case, we will not allocate funds—or we will allocate funds but in an amount less than the Deposit Limit—to that Bank. When the Bank is able to accept deposits again, the excess balances that had been swept to other Banks on the Priority List will not be reallocated to that Bank.

As your agent, UBS will deposit available cash balances in your MMDA at each Bank as set forth above. As necessary to satisfy withdrawals, funds will be transferred from your MMDA to the related TA at each Bank, and withdrawals will be made from the TA. UBS, in its discretion, may determine a minimum, or “threshold,” amount to be maintained in your TA to satisfy debits in your Securities Account. You will earn the same rate of interest and receive the same level of FDIC insurance coverage regardless of the allocation of your funds between your MMDAs and TAs.

UBS limits the transfers from an MMDA to a total of six (6) per month (or statement cycle). At any point during a

calendar month in which transfers from an MMDA at a Bank have reached the applicable limit, all funds will be transferred from that MMDA to the linked TA at the Bank until the end of that calendar month. Deposits for the remainder of the month into this Bank will be made to the TA. At the beginning of the next calendar month, funds on deposit in the TA will be transferred to the MMDA, minus any threshold amount we elect to maintain. The limits on MMDA transfers will not limit the number of withdrawals you can make from funds on deposit at a Bank or the amount of FDIC insurance coverage for which you are eligible.

#### *Withdrawal Procedures*

UBS, as your agent, will satisfy any debits (including charges relating to bill payments, electronic funds transfers, UBS debit card purchases and cash withdrawals) in your Securities Account by withdrawing funds from the sources set forth in the “General Terms and Conditions” of the Agreements and Disclosures booklet (“General Terms and Conditions”) you received after you opened your Securities Account (which is available at [ubs.com/disclosedocuments](https://ubs.com/disclosedocuments)).

If a withdrawal of funds from your Deposit Account is necessary to satisfy a debit in your Securities Account, UBS, as your agent, will withdraw funds from your TAs as the Banks on the Priority List beginning with any balances in excess of the Deposit Limit at Bank USA (if any), then from balances from the lowest priority Bank on the Priority List at which your funds have been deposited. If there are insufficient funds at that Bank, funds will be withdrawn from each Bank in the sequence (lowest priority to highest priority) until the debit is satisfied. If funds in the TA at a Bank from which funds are being withdrawn are insufficient to satisfy a debit, funds in the related MMDA at that Bank will be transferred to the TA to satisfy the debit, plus funds to maintain any TA threshold amount. If there are insufficient funds in the Deposit Accounts at the Banks on the Priority List to satisfy the debit, your Financial Advisor will withdraw funds from other available sources as described in the General Terms and Conditions.

Debits in your Securities Account, including, without limitation, charges resulting from check writing, will not be satisfied directly from your Deposit Accounts at the Banks.

#### *Changes to the Priority List*

UBS may change the number of Banks on the Priority List by adding Banks to, or deleting Banks from, the Priority List. One or more of the Banks included on the Priority List may be replaced with a Bank not previously included on the Priority List and the order of Banks on the Priority List may change. In general, you will receive notification in advance of such changes and have an opportunity to designate a Bank as ineligible to receive your deposits before any funds are deposited into a new Bank or in a new sequence. However, if a Bank is unable to accept deposits for regulatory or other reasons, UBS may not be able to provide you with advance notice. UBS will provide you notice of such changes as soon as practicable.

In the event that the order of Banks on the Priority List is changed, on the day on which the revised Priority List is effective your previously deposited funds will be reallocated among the Banks on the revised Priority List in accordance with the deposit procedures described above under “Establishment of, and Deposits into, the Deposit Accounts,” unless a given Bank on the revised Priority List is unable to accept deposits for regulatory or other reasons. In such case, that Bank will not have funds reallocated to it. This could result in a Bank on the Priority List having a smaller deposit balance than one or more Banks in a lower priority position on the Priority List. When the Bank that was unable to accept your funds is again able to accept your funds, available cash balances in your Securities Account will be placed in that Bank as described above under “Establishment of, and Deposits into, the Deposit Accounts.” Other than as described above, deposits and withdrawals of your funds made after a change to the Priority List will

occur as described above under "Establishment of, and Deposits into, the Deposit Accounts" and "Withdrawal Procedures," respectively.

If a Bank at which you have Deposit Accounts no longer makes the Deposit Accounts available, you will be notified by UBS and given the opportunity to establish a direct depository relationship with the Bank, subject to its rules with respect to establishing and maintaining deposit accounts. If you choose not to establish a direct depository relationship with the Bank, your funds will be withdrawn and transferred to the next available Bank on the Priority List. The consequences of maintaining a direct depository relationship with a Bank are discussed below in Section VIII, "Information About Your Relationship with UBS and the Banks-Relationship with UBS."

#### IV. Changes to the Program

In addition to the changes to the Priority List as discussed above, UBS may terminate or modify the Program at anytime in its discretion. Modifications to the Program may include, but are not limited to, changing the terms and conditions of the Program. Changes to the Program will be effective as described in the General Terms and Conditions.

We will notify you in advance of any material changes to the Program. If we eliminate the Program or your Securities Account becomes ineligible for the Program due to a change in eligibility requirements, we may upon prior notice to you withdraw your funds from your Deposit Accounts and place your funds in an available sweep option for which your Securities Account is eligible.

#### V. Interest on Balances in the Deposit Accounts

Your MMDA and TA at each Bank will earn the same interest rate. All Banks will use the same Interest Rate Tiers and will pay the same rate of interest on the Deposit Accounts within each Interest Rate Tier. The interest rates on the Deposit Accounts will be determined by the amount the Banks are willing to pay on the Deposit Accounts minus the fees paid to UBS and other parties as set forth in Section VIII, "Information About Your Relationship with UBS and the Banks-Fees to UBS."

You may contact your Financial Advisor or access our website to determine the current interest rate on the Deposit Accounts and other sweep options. Interest rates may change daily and will be available on the business day (i.e., Monday through Friday if the New York Stock Exchange is open) the rates are set. Interest will accrue on Deposit Account balances from the day funds are deposited into the Deposit Accounts at a Bank through the business day preceding the date of withdrawal from the Deposit Accounts at the Bank. Interest on Deposit Account balances will be accrued daily, rounded up or down each day to the nearest \$0.01. **As a result, balances in the Deposit Accounts that earn interest of less than half a cent on any day** will not accrue any interest for that day. Interest accrued through the fourth business day of the month will be credited to your Securities Account on the fifth business day of the month. Interest will not be subject to the Deposit Limit until credited.

**Interest rates paid on your Deposit Accounts may equal, exceed or be lower than the prevailing yield on money market mutual funds or other investments available as sweep options.** The interest on the Deposit Accounts may be higher or lower than the interest rates available to depositors making deposits directly with the Banks or other depository institutions in comparable accounts. You should compare the terms, interest rates, required minimum amounts, charges and other features of the Deposit Accounts with other accounts and alternative investments.

The current Interest Rate Tiers are as follows:

1. \$5 million and more;
2. \$2 million to \$4,999,999;

3. \$1 million to \$1,999,999;
4. \$500,000 to \$999,999;
5. \$250,000 to \$499,999;
6. Less than \$250,000.

The Banks are not obligated to pay different interest rates on different Interest Rate Tiers, and the Interest Rate Tiers may be changed at any time without notice.

The interest rates available on the Deposit Accounts will be determined based on your total eligible deposits in a Marketing Relationship (as defined in the General Terms and Conditions). Eligible deposits in a Marketing Relationship include certificates of deposit issued by Bank USA, all deposits at Bank USA and UBS AG Stamford Branch through the UBS Bank Sweep Programs, and all deposits at Banks through this Program. The amount of your eligible deposits in a Marketing Relationship will be calculated at the end of each calendar month. This valuation will then be used to determine your Interest Rate Tier for the interest period beginning on the fifth business day of the next month.

If you establish a new Securities Account and have funds swept to Deposit Accounts through the Program, your Deposit Accounts will earn the interest rate assigned to the \$500,000 to \$999,999 Interest Rate Tier until the amount of eligible deposits in a Marketing Relationship is calculated at the end of the following calendar month. However, if you have a pre-existing relationship with UBS, your Deposit Accounts will earn the interest rate assigned to the Interest Rate Tier applicable to the amount of eligible deposits in a Marketing Relationship held in your existing Securities Account(s) as of the prior calendar month-end. See "Marketing Relationship Assets and Consolidated Account Reporting" in the General Terms and Conditions for information about Marketing Relationship and how they are determined.

#### VI. Information About Your Deposit Accounts

You will not receive trade confirmations. All transactions in your deposit accounts will be confirmed on your periodic Securities Account statement.

For each statement period, your Securities Account statement will reflect:

- Deposits and withdrawals made through the Program
- The opening and closing balances of the Deposit Accounts at each Bank
- The Annual Percentage Yield Earned (APYE) and interest earned on Deposit Account balances

UBS, and not the Banks, is responsible for the accuracy of your Securities Account statement. Your Financial Advisor can assist you in understanding your Securities Account statement and can answer any questions you may have about your Securities Account statement.

With UBS Online Services, you can view your UBS Securities Account information and monitor balances in your Deposit Accounts online at any time. To enroll, contact your Financial Advisor. UBS Online Services is free of charge for all Securities Accounts.

You and UBS agree that the Deposit Accounts will be "financial assets" for purposes of Article 8 of the Uniform Commercial Code as adopted by the State of New York.

#### VII. Notices

All notices may be made by means of a letter, an entry on your Securities Account statement, an insert to your Securities Account statement, an entry on a trade confirmation, or by any means set forth in the General Terms and Conditions.

#### VIII. Information About Your Relationship with UBS and the Banks

*Relationship with UBS*

UBS is acting as your agent in establishing the Deposit

Accounts at each Bank and as your custodian in holding the Deposit Accounts, depositing funds into the Deposit Accounts, withdrawing funds from the Deposit Accounts, and transferring funds among the Deposit Accounts. Deposit Account ownership will be evidenced by a book entry in the name of UBS as agent and custodian for its clients on the account records of each Bank, and by records maintained by UBS as your custodian. No evidence of ownership, such as a passbook or certificate, will be issued to you. Your Securities Account statements will reflect the balances in your Deposit Accounts at the Banks. You should retain your Securities Account statements for your records. You may at any time obtain information about your Deposit Accounts by contacting your Financial Advisor.

Unless you establish the Deposit Accounts directly with a Bank as described below, all transactions with respect to your Deposit Accounts must be directed by UBS and all information concerning your Deposit Accounts can only be obtained from UBS. The Banks have no obligation to accept instructions from you with respect to your Deposit Accounts or provide you with information concerning your Deposit Accounts.

UBS may, in its sole discretion, terminate your participation in the Program. If UBS terminates your participation in the Program, you may establish a direct depository relationship with each Bank, subject to each Bank's rules with respect to establishing and maintaining deposit accounts.

Similarly, if you decide to terminate your participation in the Program, you may establish a direct relationship with each Bank by requesting to have your Deposit Accounts established in your name at each Bank, subject to each Bank's rules with respect to establishing and maintaining deposit accounts.

Establishing your Deposit Accounts in your name at a Bank will separate the Deposit Accounts from your Securities Account. Your Deposit Account balances will no longer be reflected in your Securities Account statement, and UBS will have no further responsibility concerning your Deposit Accounts.

#### *Relationship with the Banks*

As described above, you will not have a direct account relationship with the Banks. However, each Deposit Account constitutes an obligation of a Bank and is not directly or indirectly an obligation of UBS. You can obtain publicly available financial information concerning each Bank at [www.ffiec.gov/nc](http://www.ffiec.gov/nc) or by contacting the FDIC Public Information Center by mail at L. William Seidman Center, Virginia Square, 3501 North Fairfax Drive, Arlington, Virginia 22226 or by phone at 703-562-2200. UBS does not guarantee in any way the financial condition of the Banks or the accuracy of any publicly available financial information concerning the Banks.

#### *Fees to UBS*

All Banks, except Bank USA, will pay UBS a fee equal to a percentage of the average daily deposit balance in your Deposit Accounts at the Bank. The fee may vary from Bank to Bank, and may be as much as 2.5% annually on some of the Deposit Accounts. In its discretion, UBS may reduce its fee and may vary the amount of the reductions among clients. The amount of the fee received from a Bank by UBS will affect the interest rate paid by the Bank on your Deposit Accounts, and the fee may exceed the amount paid to clients as interest on their Deposit Account balances at the Bank. Bank USA will pay UBS an annual fee of up to \$50 for each Securities Account that sweeps through the Program into Deposit Accounts at Bank USA.

Other than applicable fees and charges imposed by UBS on your Securities Account (such as for returned checks or stop-payments), which are described in the "Fees and Charges" section of the Agreements and Disclosures booklet, there

will be no charges, fees, or commissions imposed on your Securities Account with respect to the Program.

#### *Benefits to UBS and Bank USA*

UBS and Bank USA are separate but affiliated companies and wholly-owned subsidiaries of UBS Group AG. The Program provides financial benefits to both UBS and Bank USA. In addition to the fees received by UBS discussed above, Bank USA receives deposits at a price that may be less than other alternative funding sources available to it. Deposits in Deposit Accounts at Bank USA provide a stable source of funds for Bank USA. Bank USA intends to use the funds in the Deposit Accounts to fund new lending and investment activity. As with other depository institutions, the profitability of Bank USA is determined in large part by the difference between the interest paid and other costs associated with its deposits, and the interest or other income earned on its loans, investments, and other assets.

Financial Advisors receive monthly production credits of 10bps on all eligible average daily cash balances in sweep programs, UBS Bank USA Core Savings and money market funds, if the client relationship meets certain monthly qualification criteria. These production credits are taken into account in the calculation of the applicable Financial Advisors' grid rate schedule.

For the relationship to qualify, one of two criteria must be met: either (i) at least \$5,000 in inflows using qualifying cash management services per month or (ii) at least five qualifying cash management transactions per month. Only activity and balances in eligible accounts, such as RMA and BSA within the relationship will be aggregated towards determining such qualifications and determine the cash balances. All advisory accounts, retirement accounts, qualified plans are ineligible. Financial Advisors have an incentive to recommend eligible cash management services because average daily cash balances in eligible accounts where those qualifying services are used are included in the calculation of the Financial Advisor's compensation.

Financial Advisors have an incentive to recommend eligible cash management services because average daily cash balances in eligible accounts where those qualifying services are used are included in the calculation of the Financial Advisor's compensation.

#### **IX. Information About FDIC Insurance**

The Deposit Accounts at a Bank are insured by the FDIC, an independent agency of the US government, to a maximum amount of \$250,000 per depositor (including principal and accrued interest) when aggregated with all other deposits held by the depositor in the same insurable capacity at the Bank. Examples of insurable capacities include individual, joint, retirement, business, and trust accounts.

Your funds become eligible for deposit insurance immediately upon placement in a Deposit Account. Any deposits (including certificates of deposit) that you maintain directly with a particular Bank, or through an intermediary (such as UBS or another broker-dealer), in the same insurable capacity will be aggregated with the Deposit Accounts at the Bank for purposes of calculating the maximum insurance amount. **You are responsible for monitoring the total amount of deposits that you have with a Bank in order to determine the extent of deposit insurance coverage available to you. Neither UBS nor UBS AG is responsible for any insured or uninsured portion of a Deposit Account.**

In the event that federal deposit insurance payments become necessary, you will be insured on principal plus unpaid and accrued interest up to, and including, the day the Bank fails. There is no specific time period during which the FDIC must make insurance payments available and UBS will not advance you funds prior to an FDIC

insurance payment. Furthermore, you may be required to provide certain documentation to the FDIC and UBS before insurance payments are made. For example, if you hold deposits as a trustee for the benefit of trust participants, you may be required to furnish affidavits and provide indemnities regarding an insurance payment.

If you become the owner of deposits at a Bank after another depositor dies as a result of a survivorship feature of the account, such as a joint account or "payable on death" account, the FDIC provides a six-month "grace period" after the death of the other depositor during which time your deposits are eligible for the pre-death coverage. This allows you to restructure your deposits in order to obtain the maximum amount of deposit insurance for which you are eligible.

If deposits in your Deposit Accounts or other deposits at a Bank are assumed by another depository institution as a result of a merger or consolidation, such deposits will continue to be separately insured from deposits that you might have established with the acquirer until (i) the maturity date of any time deposits that were assumed, or (ii) with respect to deposits that are not time deposits, the expiration of a six-month period from the date of the acquisition. Thereafter, any assumed deposits will be aggregated with your existing deposits with the acquirer held in the same insurable capacity for purposes of federal deposit insurance. Any deposit opened at the acquirer after the acquisition will be aggregated with deposits established with the acquirer for purposes of federal deposit insurance.

*Questions about FDIC deposit insurance coverage*

If you have questions about basic FDIC insurance coverage, please contact your Financial Advisor. You may wish to seek advice from your own attorney concerning FDIC insurance

coverage of deposits held in more than one insurable capacity. You may also obtain information by contacting the FDIC, Division of Supervision and Consumer Protection:

- By mail: 550 17th Street, N.W., Washington, D.C. 20429
- By phone: 877-275-3342 or 800-925-4618 (TDD) or 202-942-3100
- By e-mail: [dcaineternet@fdic.gov](mailto:dcaineternet@fdic.gov)
- [fdic.gov](http://fdic.gov)

**X. Securities Investor Protection Corporation Coverage**

UBS is a member of SIPC, which provides protection for your Securities Account(s) with UBS up to \$500,000, (including \$250,000 for claims for cash) in the unlikely event that UBS fails financially. SIPC asset protection limits apply, in the aggregate, to all Securities Accounts that you hold in a particular capacity.

Unlike FDIC insurance, SIPC coverage does not insure against the loss of your investment. SIPC coverage does not ensure the quality of investments, protect against a decline or fluctuations in the value of your investment, or cover securities not held by UBS.

Money market mutual fund shares are considered to be securities for purposes of SIPC coverage. Balances maintained in the Deposit Accounts at each Bank held in your Securities Account are not protected by SIPC or excess coverage, if any, purchased by UBS.

**Your Deposit Accounts are not protected by SIPC.**

If you have questions about SIPC coverage and additional securities coverage, please contact your Financial Advisor. You may also obtain information about SIPC coverage, including a brochure that describes SIPC and SIPC coverage, by accessing the SIPC website at [sipc.org](http://sipc.org) or contacting SIPC at 202-371-8300.



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# UBS FDIC-Insured Deposit Program

## Bank Priority Lists

Effective May 16, 2024\*

The Bank Priority Lists for the UBS FDIC-Insured Deposit Program are below for your reference.

The UBS FDIC-Insured Deposit Program Disclosure Statement provides complete details and is available at [ubs.com/swepyyields](https://ubs.com/swepyyields) or from your Financial Advisor. Please review this information carefully and retain for your records.

Your Bank Priority List is determined by the address of record on your account. For all states except California, simply identify the Bank Priority List for your state. For California, you will need to refer to the zip code of the address of record on your account to identify your Bank Priority List.

### Questions

Please contact your Financial Advisor with any questions.

<b>CA (3 Digit Zip Code 000-912)</b>	<b>CA (3 Digit Zip Code 913-925)</b>	<b>CA (3 Digit Zip Code 926-940)</b>	<b>CA (3 Digit Zip Code 941-999)</b>
UBS Bank USA	UBS Bank USA	UBS Bank USA	UBS Bank USA
Wells Fargo Bank, National Association	Wells Fargo Bank, National Association	HSBC Bank USA, National Association	Wells Fargo Bank, National Association
State Street Bank and Trust Company	State Street Bank and Trust Company	State Street Bank and Trust Company	State Street Bank and Trust Company
HSBC Bank USA, National Association	HSBC Bank USA, National Association	Wells Fargo Bank, National Association	Citibank, National Association
Customers Bank	Customers Bank	Customers Bank	Customers Bank
East West Bank	Truist Bank	East West Bank	East West Bank
Tristate Capital Bank	Tristate Capital Bank	Tristate Capital Bank	Tristate Capital Bank
Flagstar Bank, National Association	Flagstar Bank, National Association	Flagstar Bank, National Association	Flagstar Bank, National Association
Citibank, National Association	Citibank, National Association	Truist Bank	HSBC Bank USA, National Association
Centennial Bank	Centennial Bank	Centennial Bank	Centennial Bank

<b>FL</b>	<b>NY</b>	<b>TX</b>	<b>DE, ME, NH, PA, RI, VT, WA</b>
UBS Bank USA	UBS Bank USA	UBS Bank USA	UBS Bank USA
HSBC Bank USA, National Association	Citibank, National Association	HSBC Bank USA, National Association	Tristate Capital Bank
State Street Bank and Trust Company	State Street Bank and Trust Company	State Street Bank and Trust Company	State Street Bank and Trust Company
Citibank, National Association	HSBC Bank USA, National Association	Citibank, National Association	HSBC Bank USA, National Association
Customers Bank	Customers Bank	Customers Bank	Customers Bank
Wells Fargo Bank, National Association	East West Bank	East West Bank	East West Bank
Tristate Capital Bank	Tristate Capital Bank	Tristate Capital Bank	Citibank, National Association
Flagstar Bank, National Association	Flagstar Bank, National Association	Flagstar Bank, National Association	Truist Bank
Truist Bank	Wells Fargo Bank, National Association	Wells Fargo Bank, National Association	Wells Fargo Bank, National Association
Centennial Bank	Centennial Bank	Centennial Bank	Centennial Bank

<b>CO, IA, IN, KS, MO, NE, NM, OK, WI</b>	<b>DC, GA, HI, MA, MD, MI, MT, TN, UT, WY</b>	<b>AK, AL, ID, IL, KY, ND, NJ, OH, SC, SD, VA</b>	<b>AR, AZ, CT, LA, MN, MS, NC, NV, OR, PR, WV, All Other</b>
UBS Bank USA	UBS Bank USA	UBS Bank USA	UBS Bank USA
Citibank, National Association	State Street Bank and Trust Company	State Street Bank and Trust Company	Tristate Capital Bank
State Street Bank and Trust Company	Tristate Capital Bank	Citibank, National Association	State Street Bank and Trust Company
Wells Fargo Bank, National Association	Truist Bank	HSBC Bank USA, National Association	Wells Fargo Bank, National Association
HSBC Bank USA, National Association	Customers Bank	Customers Bank	HSBC Bank USA, National Association
Customers Bank	Wells Fargo Bank, National Association	East West Bank	Customers Bank
East West Bank	Citibank, National Association	Tristate Capital Bank	Truist Bank
Tristate Capital Bank	Flagstar Bank, National Association	Flagstar Bank, National Association	Citibank, National Association
Flagstar Bank, National Association	East West Bank	Wells Fargo Bank, National Association	Flagstar Bank, National Association
Centennial Bank	Centennial Bank	Centennial Bank	Centennial Bank

\*1 Effective May 16, 2024, Wells Fargo Bank, National Association added to priority list and Bank United removed from the priority list.

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# Loan Disclosure Statement

UBS Financial Services Inc. is furnishing this document to you to provide some basic facts about purchasing securities on margin, using leverage as a liquidity source or as part of your investment strategy or otherwise borrowing funds secured by your securities accounts, and to alert you to the risks involved with trading securities in a margin account. Before trading stocks in a margin account or otherwise borrowing funds from UBS Financial Services Inc. or one of its affiliates (for example, UBS Bank USA) and using your securities accounts as collateral, you should carefully review the margin or loan agreement and this loan disclosure statement. You may also speak to your Financial Advisor regarding any questions or concerns you may have with your margin accounts or loan agreement.

When you purchase securities, you may pay for the securities in full or you may borrow part of the purchase price from UBS Financial Services Inc. If you choose to borrow funds from UBS Financial Services Inc. or one of its affiliates, whether to purchase securities or for other purposes, you will open a securities account with UBS Financial Services Inc. The securities in that account (together with the other securities and assets held in your UBS Financial Services Inc. accounts) are UBS Financial Services Inc.'s or its affiliates' collateral for their loan to you. If the securities in your account decline in value, so does the value of the collateral supporting your loan, and, as a result, UBS Financial Services Inc. (or, if applicable, an affiliate) can take action, such as issue a margin call and/or sell securities or other assets in any of your accounts held with UBS Financial Services Inc., in order to maintain the required equity in the account.

It is important that you fully understand the risks involved in trading securities on margin, using leverage as a liquidity source or as part of your investment strategy, or otherwise pledging your securities in order to obtain credit. These risks apply whether your loan is made by UBS Financial Services Inc. or one of its affiliates (for example, UBS Bank USA), and include the following:

**You can lose more funds than you deposit in the margin or pledged account.** A decline in the value of securities that are purchased on margin or pledged as collateral for a loan may require you to provide additional

funds to us to avoid the forced sale of the securities or other securities or assets in your account(s).

**We can force the sale of securities or other assets in your pledged account(s).** If the equity in your account falls below the maintenance margin or loan collateral requirements or UBS Financial Services Inc.'s or an affiliate's higher "house" requirements, we can sell the securities or other assets in any of your account(s) held at UBS Financial Services Inc. or its affiliates to cover the margin or loan collateral deficiency (other than qualified plan or IRA accounts or other accounts where doing so would be a prohibited transaction or violation of applicable law or regulation). You also will be responsible for any deficiency or shortfall in the account after such a sale.

**We can sell your securities or other assets without contacting you.** Some investors mistakenly believe that we must contact them for a margin call to be valid, and that we cannot liquidate securities or other assets in their account(s) to meet the call unless we have contacted them first. This is not the case. We will attempt to notify you of margin calls, but we are not required to do so. However, even if we have contacted you and provided a specific date by which you can meet a margin call, we can still take necessary steps to protect our financial interests, including immediately selling the securities without notice to you.

**You are not entitled to choose which securities or other assets in your account(s) are liquidated or sold to meet a margin call.** Because the securities are collateral for the margin or other loan, we have the right to decide which security to sell in order to protect our own interests. We can increase our "house" maintenance margin or loan collateral requirements at any time and we are not required to provide you advance written notice. These changes in our policy often take effect immediately and may result in the issuance of a maintenance margin call. Your failure to satisfy the call may cause us to liquidate or sell securities in your account(s).

**You are not entitled to an extension of time on a margin call.** While an extension of time to meet margin requirements may be available to you under certain conditions, you do not have a right to the extension.



## Important supplemental disclosures regarding securities-backed loans

UBS Financial Services Inc. is furnishing this document to you to provide some important information about using your advisory account(s) as collateral to secure a credit line loan ("Loan") from one of our affiliated lenders pursuant to the UBS Credit Line Program. Securities-backed lending involves special risks and is not suitable for everyone. If this Loan is the only means of meeting your cash requirements then it may not be appropriate for you. You should carefully review the credit line agreement between you and our affiliated lender, this disclosure statement, the Loan Disclosure Statement, and our Form ADV brochure.

You are responsible for independently evaluating if the Loan is appropriate for your needs, if the lending terms are acceptable, and whether the Loan will have potential adverse tax or other consequences to you. UBS Financial Services Inc. acts as a broker (not as investment advisor) in connection with your participation in the UBS Credit Line Program, even if your advisory account is used as collateral for the Loan. UBS Financial Services Inc.'s advisory relationship does not encompass your decision whether to establish a Loan or draw down on your Loan and/or how you use your loan proceeds. Any interaction you have with your Financial Advisor in connection with applying for or obtaining a Loan is in his or her capacity as broker, not as an investment advisor.

It is important that you understand the following information when a Loan is collateralized by assets held in your advisory account(s).

**The proceeds of a non-purpose Loan may not be used to purchase, trade, or carry securities.** Loan proceeds also may not be used to repay debt (1) used to purchase, trade or carry securities or (2) to any affiliate of UBS Bank USA.

**Your advisory account(s) will be pledged to support the Loan, and our affiliated lender will have a lien on the assets in your advisory account(s) to secure the Loan.** Therefore, you will not be permitted to withdraw any of the assets in the account(s) unless sufficient collateral otherwise supports the loan or as permitted by our affiliated lender in its sole discretion.

**You will pay interest to our affiliated lender separately and in addition to any advisory account program fees paid to UBS Financial Services Inc.**

**UBS Financial Services Inc. and your Financial Advisor benefit if you draw down on your Loan.** If you have a need for liquidity and choose to draw down on the Loan rather than liquidate assets in your advisory account, UBS Financial Services Inc. and your Financial Advisor will benefit because the draw down has the effect of preserving the asset levels on which you pay advisory fees paid for your account(s). In addition, our affiliated lender pays to UBS Financial Services Inc. a servicing fee based on the amount of the outstanding loan balance, and your Financial Advisor will receive additional compensation in the event you maintain a loan balance.

**Failure to promptly meet a request for additional collateral or repayment or other circumstances (e.g., a rapidly declining market) could cause our affiliated lender to liquidate or to instruct us to liquidate some or all of the assets in your brokerage or advisory account(s).** Depending on market conditions, the prices obtained for the securities in the course of such liquidations may be unfavorable and may trigger a loss. Neither UBS Financial Services Inc. nor your Financial Advisor will act as investment advisor to you with respect to such liquidations. Such liquidations will be executed in our capacity as broker-dealer. Where a Loan is secured by both brokerage and advisory assets, UBS Financial Services Inc. and your Financial Advisor will benefit if brokerage assets are liquidated prior to or instead of advisory assets because in that case advisory fee revenue would be maintained.

**To preserve sufficient collateral value to support the Loan and avoid a margin call, depending upon your leverage, your Financial Advisor may be inclined to invest your advisory account(s) in more conservative investments, which may result in lower investment performance than more aggressive investments (depending on market conditions).** We mitigate this risk by requiring and monitoring to ensure that your advisory account(s) is managed consistent with your investment objectives and strategies.

Please consider your financial circumstances and whether you can afford to assume the obligation to repay before you draw down on your Loan. You may wish to speak with your Financial Advisor regarding any questions or concerns you may have regarding the credit line agreement, how your advisory account(s) may be used in connection with a Loan, and how the Loan should be taken into consideration when discussing the management of your advisory account(s).

# UBS Statement of Credit Practices

This section describes the interest charges and other matters relating to how we extend or maintain credit in your account. This document is intended to describe all possible types of credit we offer to clients. As a result, some information may not apply to your particular situation.

Understanding our credit practices in relation to your account is an important part of being an informed investor. If you have any questions about credit and your account, please contact your Financial Advisor.

## Applicability of Interest Charge

We will charge you interest on any credit we extend to you.

## Interest Rate

Unless we inform you that a specific UBS lending product charges differently, we will charge you interest based on the UBS Base Loan Rate ("Base Loan Rate"). As we use regularly published lending rates to establish our Base Loan Rate, it tends to follow the rise or fall of rates in the general financial environment. **In no event will (i) the interest rate that we charge you or (ii) the Base Loan Rate or any other reference rate used by us, be less than zero (0%) percent.**

If you would like to know what the prevailing Base Loan Rate is or determine the exact amount due on your Account, contact your Financial Advisor or the Branch or Market Manager of the branch office servicing your Account. You may also obtain the prevailing Base Loan Rate at <https://www.ubs.com/us/en/wealth-management/information/base-loan-rate.html>

Our agreements with you for the extension of credit are governed by the laws of the State of New York, where we maintain our principal place of business. The interest charge for each interest period is due and payable at the close of that period. Interest charges not paid at the close of the interest period will be added to the opening debit balance in your Account for the next period.

Unless a specific UBS lending product provides otherwise, we calculate the interest rate you are charged by adding or subtracting a sliding scale percentage rate, determined by the level of your daily net loan (debit) balance to or from the prevailing Base Loan Rate. We may, in our sole discretion, adjust the rate assigned to certain Accounts as warranted by our overall business relationship with you. In no event will the total interest charged exceed the maximum interest rate or total interest permitted by applicable law. In the event any excess interest is collected, the same will be refunded or credited to you.

Our standard sliding scale percentage rates follow:

Net Loan (Debit) Balance	Spread Over/Under Base Loan Rate
Under \$25,000	3.500%
\$25,000 to \$49,999	3.125%
\$50,000 to \$74,999	2.750%
\$75,000 to \$99,999	2.125%
\$100,000 to \$249,999	1.125%
\$250,000 to \$499,999	0.750%
\$500,000 to \$999,999	0.375%
\$1 million to \$4,999,999	0.000%
\$5 million to \$9,999,999	-0.875%
More than \$10 million	-1.250%

## Change of Rate Without Prior Notice

Your stated interest rate is subject to change without notice during each period based on fluctuations in your daily net loan (debit) balance and the Base Loan Rate. Whenever the Base Loan Rate changes or your daily net loan (debit) balance crosses one of the balance thresholds listed in the table above, we will adjust your interest rate accordingly.

If we increase your stated interest rate for any other reason, we will notify you in writing at least 30 days in advance of the change.

## Computation of Interest Charge

We calculate your daily debit or credit balance as follows:

- We take the balances in your Account at the close of the previous day (or the opening balance on a new Account),
- We add the credits, and
- We subtract the debits that occurred during the day.

If the result is negative, it becomes the daily net loan (or debit) balance, which forms the basis for interest calculations. Any proceeds received from the sale of securities (less transaction costs) that are not sold long or are not in good deliverable form will be deducted from the credit balance in your account for purposes of calculating your net loan (debit) balance. We disregard any short market value resulting from a short sale because this value is used to collateralize stock borrowed to make delivery against a short sale.

Although we compute the interest on your net loan (debit) balance daily, the interest accrued on your account will be calculated only once a month, at the end of each interest period. The applicable interest period is the last business day of the month to the next to last business day of the following month.

Please review the "Loan Summary" section of your statement to see the interest charge for the current interest period as well as the average net loan (debit) balance and the average loan interest rate applicable to such period. You can approximate the interest charges based on a 360-day year by using the following formula:

$$\text{Average Net Loan (Debit) Balance} \times \text{Average Net Loan (Debit) Balance} \times \frac{\text{Loan (Debit) Days in Interest Period}}{360}$$

## Marking to The Market

If you sell a security short and its market value increases above your selling price, the debit balance in your Account will increase. We will charge you interest on the increase. Conversely, any decrease in market value will cause the credit balance in your Account to increase, and we will reduce your interest charges accordingly. This practice of determining the change in current market value is commonly referred to as "marking to the market" and is done on a daily basis.

*For purposes of this "Statement of Credit Practices," except as noted below, "UBS," "we," "our" and "ours" refer only to UBS Financial Services Inc."*

*You," "your" and "yours" refer to you as client(s) and recipient(s) of credit from UBS Financial Services Inc.*

*The UBS Base Loan Rate is an internally computed rate established periodically based on our cost of funds and our assessment of the rates being charged in the financial markets. The UBS Base Loan Rate is subject to change from time to time without notice in our sole discretion. The rates used in our computation include, but are not limited to, the prime rate, discount rate and the federal funds rate. In no event will the UBS Base Loan Rate be less than zero (0%) percent.*

*As of February 26, 2024, the UBS Base Loan Rate is 11.50%.*

*Your "daily loan balance" is the amount of money you owe UBS on any given day. We may also refer to it as your "daily debit balance."*

*"Your "net loan (debit) balance" is your daily debit balance minus the credit balance for any given day."*

*Please carefully review the information about Margin below. If you wish to opt out of Margin, call your Financial Advisor.*

*We present this explanation to help you understand how your interest charges are computed so that you can verify the charges shown on your statement. If you have any questions, call your Financial Advisor.*

*According to the terms of your Client Relationship Agreement, the securities and other assets you hold (either individually or jointly with others) at UBS, including at any successor firms, at our correspondents and/or our affiliates, including without limitations, its parent company, UBS AG, will be used to collateralize your obligations to us and any successor, correspondent or affiliate. Consequently, the terms "UBS," "we," "our," "ours," "us" and "UBS Financial Services Inc." used in the "Liens, Margin Calls and Additional Collateral" section of this Statement of Credit Practices refers to UBS Financial Services Inc. its successors, correspondents and affiliates collectively.*

*In general, the equity in an Account is the excess market value of the securities in it over the loan or debit balance.*

### **Other Charges**

Separate interest charges may be made in your Account in connection with:

- Prepayments—payments to you of the proceeds of a security sale before the regular settlement date.
- "When issued" transactions—when the market price of the "when issued" security changes from the contract price by an amount that exceeds the cash deposit, we may charge interest on such difference.
- Late payments—payments for securities purchased that we receive after the settlement date.

### **Liens, margin calls and additional collateral**

As security for the discharge of your obligations to us, we have a security interest in, and a general lien on, all securities, securities entitlements, investment property, financial assets or other Property that we hold or may hold at any time or carry for you in any of your Accounts (individually or jointly with others). This includes those assets and other Property that may be deposited with us for safekeeping or other purposes. This security interest and general lien covers all obligations to us, however they arise and irrespective of the number of Accounts you have with us.

We may require you to deposit additional collateral as security for your obligations to us whenever we determine it is needed and in accordance with the rules and regulations of the Federal Reserve Board, the New York Stock Exchange and our internal policies. We will request initial margin, additional margin or collateral when the equity in an Account falls below our margin requirements or we are

required to do so by applicable law, rule or regulation. If you fail to promptly meet a margin call, or under certain other circumstances, we may sell the pledged securities and other securities and other Property held in your Account(s) and issue entitlement orders to meet the margin call or otherwise satisfy the deficiency.

As a general business practice, we will attempt to notify you before we sell your securities and other Property or issue entitlement orders to meet a margin call. We will generally provide you with 48 to 72 hours to satisfy such a call. However, we are not required to notify you or have your authorization to liquidate securities and other Property held in your Account(s) or to issue entitlement orders with respect to securities entitlements in your Account(s).

Although we do not limit the factors that may require initial margin, additional margin or collateral (including in respect of cash accounts), some of them include market fluctuation, a highly concentrated portfolio or your overall credit standing. You can meet a margin call by delivering additional marginable securities or cash. Generally, only equity securities registered on a national securities exchange or NASDAQ are marginable. For more information on our right to demand additional collateral, as well as other rights, obligations and risk factors involved in using your Account(s) as collateral for any of our lending programs, please carefully review the "Loan Disclosure Statement" in this booklet.

# Affiliated Business Arrangement (Residential Mortgage Loans)

This is to give you notice that UBS Financial Services Inc. has a business relationship with UBS Bank USA. Because of this relationship, a referral to UBS Bank USA may provide UBS Financial Services Inc. a financial or other benefit. UBS Bank USA provides mortgage origination services for UBS Financial Services Inc. clients. UBS Financial Services Inc. is a wholly-owned subsidiary of UBS AG and an affiliate of UBS Bank USA.

Please refer to the estimated charge or range of charges by UBS Bank USA for the settlement services listed. There may also be other fees/charges relating to services provided by third party settlement providers, which will be disclosed to you in connection with your loan application. You are NOT required to use UBS Bank USA as a condition for settlement of your loan on the subject property.

THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

Fee Type	Charge
Origination charge*	\$995
Charge (points) for interest rate chosen**	0% to 3% of the loan amount

If you have any questions regarding this notice, please contact your Financial Advisor.

\* Under federal law, the "origination charge" disclosed on your Loan Estimate and Closing Disclosure includes the total of all charges by all loan originators (lenders and brokers) for origination services performed for or on behalf of a lender, regardless of how the fees may be named for state law or other purposes.

\*\* The charge for the interest rate chosen includes any discount points as well as fees paid to lock-in the interest rate. Because the number of discount points you pay varies inversely with a market interest rate, efforts to "buy down" the rate of the loan (i.e., to get a lower rate) may necessitate the payment of points that exceed those shown here.

# Digital Assets Disclosure Statement

UBS Financial Services Inc. is furnishing this document to you to provide some basic facts about digital assets (“Digital Assets”), including securities which have the objective of providing exposure to virtual currency (“VC Securities”). If you purchase VC Securities at UBS, you do so on an unsolicited basis as we do not provide advice with respect to VC Securities. Therefore, while this document provides some basic risk information below, it is your responsibility to educate yourself about VC Securities. If you transfer VC Securities to UBS, we will not provide advice on those assets. **If you hold VC Securities, we will not accommodate in-kind distributions of virtual currency.** If the sponsor of a security with exposure to virtual currency issues an in-kind distribution or if you wish to voluntarily elect to receive an in-kind distribution of virtual currency, you will need to make accommodations to receive that in-kind distribution outside of UBS in order to receive the virtual currency. In the event that the sponsor is requiring in-kind distribution, the underlying virtual currency could lose value or become illiquid in the time it takes you to secure a virtual wallet or to otherwise find an organization that will accept receipt of virtual currency on your behalf. Whether the sponsor is requiring an in-kind distribution or otherwise, UBS is not liable for loss in value while you locate a virtual wallet.

It is important that you understand the risks involved in trading Digital Assets. Transacting in such assets involves significant risks, some of which are summarized below.

**Digital Assets, including virtual currencies, have a limited history as compared to other asset classes.**

Even within the virtual currency market, new virtual currencies, exchanges, virtual asset service providers, and networks arise on a regular basis and existing virtual currencies, exchanges, virtual asset service providers, and networks disappear. At this time, it is unclear which virtual currencies, networks, virtual asset service providers, and exchanges will be accepted by the market and for how long they will be accepted.

**Transactions in virtual currencies are subject to extreme volatility and carry a high degree of risk.**

You should not authorize transactions in financial instruments with exposure to virtual currencies unless you are prepared to sustain large losses, including total loss of your investment.

**Digital Assets are susceptible to increased risk of fraud and cyberattack.**

Without trusted intermediaries, it can be more difficult, and potentially impossible, to recover the lost value. Once a trade is executed on a public blockchain, reversing the trade is nearly impossible (irreversibility). As with all software, blockchain solutions are vulnerable to programming bugs and design flaws, as well as hackers. Virtual currencies largely trade on spot markets and through use of unregulated centralized exchanges, which are relatively new and unregulated and, therefore, are more exposed to security breaches and fraud than regulated exchanges.

**For many virtual currencies, a relatively small number of holders account for a sizable market share.**

An unwinding of such positions can quickly magnify

price swings. The lack of transparency and unregulated nature of the virtual currency market exacerbate this risk, including the risk of market manipulation. Compared to traditional financial markets, which have strong intermediaries and defined market makers that are bound to clear rules, virtual currency transactions are more susceptible to market manipulation. Larger market players or strong influencers can make use of poor liquidity to artificially inflate prices, particularly of smaller coins, through pump-and-dump schemes, wash trades, runs, etc. With no standards or regulation on disclosure of financial interests, the network effect driven by statements by such large market players or strong influencers can easily exacerbate volatility.

**Most virtual currencies do not have intrinsic value and are not backed, or regulated, by any governmental authority.**

Therefore, in the event of extreme volatility, there is no central controlling governmental authority that can step in to manage supply and demand in order to maintain price stability. Most virtual currencies are not backed by reserves, such as fiat currency or commodities. Instead, they are backed solely by the willingness of market participants to exchange fiat currency, goods, or services for a particular virtual currency, which may result in total loss of value of such virtual currency should the market for that virtual currency disappear. Because the supply of virtual currencies is infinite, there is always a risk that popular virtual currencies will be replaced in popularity by other virtual currencies.

**Digital Assets that operate on a blockchain are subject to risks associated with the network.**

Blockchain is a Distributed Ledger Technology (“DLT”) that relies on stakeholders (“miners” or “stakers”) to maintain the network. These stakeholders verify transactions by a consensus mechanism. This technology creates reliance on the stakeholders to continue operating the network. Failure to properly maintain a particular network could impact the value of the virtual currency maintained on that network.

**Digital Assets are an emerging asset class, and as a result investors are exposed to new and unfamiliar risks.**

Digital Assets are subject to the risk of future regulation. For example, if future anti-money laundering regulation increases the costs associated with verification of transactions, stakeholders may require higher compensation for verifying transactions. Given that lower costs and privacy in executing transactions are among the benefits of virtual currencies, this could lead to decreased valuation of virtual currencies in general. As regulators in the United States and abroad increase regulations, there are unknown and unknowable risks associated with investing in virtual currencies.

**Due to the decentralized nature of Digital Asset exchanges and complex storage procedures, universal standards for order execution and custody do not exist and may not develop.**

Exchanges may also choose to stop the trading of certain Digital Assets and this may affect their prices.





## FACTS

### WHAT DOES UBS Global Wealth Management USA (UBS GWM USA) DO WITH YOUR PERSONAL INFORMATION?

#### Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

#### What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and contact information
- account balances, assets and transaction history
- credit history and income

#### How?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information, the reasons UBS GWM USA chooses to share, and whether you can limit this sharing.

Reasons we can share your personal information	Does UBS GWM USA share?	Can you limit this sharing?
<b>For our everyday business purposes</b> —such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes</b> —internally and/or to service providers to offer our products and services to you and target our advertising	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	No
<b>For our affiliates' everyday business purposes</b> —information about your transactions and experiences	Yes	No
<b>For our affiliates' everyday business purposes</b> —information about your creditworthiness	Yes	Yes
<b>For our affiliates to market to you</b>	Yes	Yes
<b>For nonaffiliates to market to you</b>	No	We don't share

#### To limit our sharing

- Call your Financial Advisor at the telephone number listed on your account statement, **or**
- Call 877-697-9499—our menu will prompt you through your choices

**Please note:**

If you are a *new* customer, we can begin sharing your information 30 days from the date we sent this notice. When you are *no longer* our customer, we continue to share your information as described in this notice. However, you may contact us at any time to limit our sharing.

#### Questions?

Call your Financial Advisor or 877-697-9499

## What we do

<b>How does UBS GWM USA protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
<b>How does UBS GWM USA collect my personal information?</b>	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> <li>▪ Open an account or apply for a loan</li> <li>▪ give us your income information or provide account information</li> <li>▪ give us your contact information</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> <li>▪ Sharing for affiliates' everyday business purposes—information about your creditworthiness</li> <li>▪ affiliates from using your information to market to you</li> <li>▪ sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p>
<b>What happens when I limit the sharing for an account I hold jointly with someone else?</b>	Your choices will apply to everyone on your account—unless you tell us otherwise.

## Definitions

<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>▪ <i>Our affiliates generally include companies with a UBS name and partnerships and other investment vehicles such as those listed in the UBS GWM USA legal entities section below.</i></li> </ul>
<b>Nonaffiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>▪ <i>UBS GWM USA does not share with nonaffiliates so they can market to you.</i></li> </ul>
<b>Joint marketing</b>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>▪ <i>Our joint marketing partners include categories of companies such as insurance companies.</i></li> </ul>

## Other important information

**State Law:** We follow state law if it provides you with additional privacy protections, including: *California residents* - If you do not want us to share your information with our affiliates regarding your creditworthiness or to market their products and services to you, please let us know by using the options provided in the "To limit our sharing" section on page 1; *Vermont residents* - we automatically treat customers with a Vermont mailing address as having limited our sharing with affiliates unless you give us authorization for such sharing using the options provided in the "To limit our sharing" section on page 1. *North Dakota residents* - We will not disclose information we collect about you to non-affiliated third parties to market to you, other than as permitted by North Dakota law, unless you authorize us to make those disclosures by using the options provided in the "To limit our sharing" section on page 1. *Nevada residents* - We are providing you this notice under state law. You may be placed on our internal Do Not Call List by following the directions in the "To limit our sharing" section on page 1. Nevada law requires we provide the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington Avenue, Suite 3900, Las Vegas, NV 89101; Phone number: 702-486-3132; email: AgInfo@ag.nv.gov.

**International Privacy Law Information for Equity Plan Participants:** To comply with certain non-US privacy laws, UBS will only share personal information of clients with limited-purpose employee stock benefit plan accounts administered by UBS for the purposes of a) administering and providing stock benefit plan services, or b) for regulatory or legal purposes. UBS will not share the information with affiliates for marketing purposes. Accordingly, these accounts are opted out automatically from the sharing of information to our affiliates to market to you as described above.

## UBS GWM USA legal entities

UBS Financial Services Inc., UBS Trust Company of Puerto Rico, UBS Bank USA, UBS Credit Corp., and their collective insurance agency affiliates and subsidiaries, all funds (including both registered and unregistered) advised by UBS Hedge Fund Solutions or O'Connor, distinct business units of UBS Asset Management (Americas) LLC, and distributed through UBS Financial Services Inc.<sup>1</sup>

<sup>1</sup> Includes all partnerships and funds utilizing the A&Q name, all partnerships and funds utilizing the O'Connor name, all partnerships and funds utilizing the Nineteen77 name, and all partnerships utilizing the Clover name.



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Please note: All references to the Resource Management Account also apply to the Business Services Account BSA.

UBS Visa debit cards, UBS Visa Signature credit cards, UBS Visa Infinite credit cards, UBS Cash Rewards Visa Business cards, UBS Visa Signature Business cards and UBS Visa Infinite Business cards are issued by UBS Bank USA with permission from Visa USA Inc.

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UBS Financial Services Inc.  
[ubs.com/fs](https://ubs.com/fs)  
2024-1541551

