

# UBS CLIENT RELATIONSHIP AGREEMENT

## Terms and Conditions of your current and future Accounts

The terms and conditions of your relationship with us are stated in this Client Relationship Agreement, the Agreements and Disclosures booklet, UBS forms you sign, and other agreements and disclosures we provide. These documents are incorporated by reference and together they form the entire agreement between you and us with respect to your Accounts. They are collectively referred to as the "Agreement." If you have not retained these documents in your files, copies are available at [ubs.com/disclosuredocuments](https://ubs.com/disclosuredocuments) or from your Financial Advisor.

If you are an "Individual Wealth Management Client" we provided you with disclosure documents to comply with the SEC's Form CRS and Regulation Best Interest disclosure requirements (available at [www.ubs.com/relationshipsummary](https://www.ubs.com/relationshipsummary) and [www.ubs.com/relationshipwithubs](https://www.ubs.com/relationshipwithubs) respectively). These documents do not create or modify any agreement, relationship, or obligation between UBS (or your financial professional). Please consult your UBS agreements for all terms and conditions controlling your account and relationship with us.

To confirm that our records are accurate, after you open an Account we will send you a record of the information you provided to us.

Please retain these documents for future reference since they contain important information regarding your Accounts.

**This Agreement applies to all of your Accounts including your existing Accounts and any Accounts you may open in the future** at UBS Financial Services Inc., or any other introducing broker-dealer that has a clearing agreement with UBS Financial Services Inc. As a result, some of the information in the Agreement may not apply to you now.

You may be able to open additional Accounts or add services and features without signing additional agreements. In such instances, upon approval of your Accounts, features and/or services, we will confirm your requests in writing and send you any updates or amendments to the Agreement and any required disclosures you have not already received. Any authorization you give us will remain in effect until a reasonable time after you notify us to terminate the feature or service.

Your initial acceptance of the Agreement and your continued use of your UBS Accounts will serve as your agreement to the application of the Agreement including any updates and amendments to all of your Accounts.

The accounts and services we offer may change over time and not all products and services are available in all countries. We may change our Agreement with you at any time by sending you a written notice of the change, and the changes will be effective on the date of the notice unless we specify a later date. We also may cease to offer services at any time without prior notice. If you do not agree to the terms and conditions, you may cancel the applicable feature or service or close your Account. No changes made by you to the Agreement will become effective unless agreed to in writing by us.

Certain types of transactions such as those involving a commodity interest or options require that you complete additional agreements and that we approve your Accounts for those types of transactions.

## Your Relationship with Us

UBS Financial Services Inc. is registered with the U.S. Securities and Exchange Commission (SEC) as a broker-dealer and an investment adviser, offering both brokerage and investment advisory services.

When we act as a broker-dealer, we will effect transactions for your brokerage Accounts only as instructed by you, and neither UBS nor your Financial Advisor will have any discretion over your Accounts. Unless we separately agree in writing, we do not monitor your brokerage Accounts and you make the ultimate decision regarding the purchase or sale of investments. When we make a recommendation for your brokerage Accounts (including a recommendation to open a brokerage account or to roll over assets or transfer assets from a retirement or other account to a brokerage account), we are acting in our capacity as a broker-dealer.

When we act as an investment adviser, we have a fiduciary relationship with you under the Investment Advisers Act of 1940. When we provide advice to you in your advisory account (including a recommendation to open an advisory account or to roll over assets or transfer assets from a retirement or other account to an advisory account), we are acting in our capacity as an investment adviser. We will monitor your investment advisory accounts as appropriate and provide you with an annual review and performance report. For additional information, please see the Form CRS at [www.ubs.com/relationshipsummary](https://www.ubs.com/relationshipsummary) and the Your Relationship With UBS disclosure at [www.ubs.com/relationshipwithubs](https://www.ubs.com/relationshipwithubs).

*This column contains important definitions applicable to our Agreement with you.*

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

*"Individual Wealth Management Client" is a natural person, or the legal representative of a natural person, who receives a recommendation from UBS and uses it primarily for personal, family or household purposes.*

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

*"Signature Page" includes both the Signature Page in the Completing Your Account Opening Process Package and Signature Page of the Account Application and Agreement.*

*Please have all named account holders sign the Signature Page and return it to us.*

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

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

## Our Role and Fiduciary Acknowledgement for Retirement Accounts

As required by the US Department of Labor ("DOL"), for purposes of complying with the DOL's Prohibited Transaction Exemption 2020-02 ("PTE 2020-02") where applicable, UBS is providing the following acknowledgment to you.

When we provide investment advice to you regarding your retirement accounts, we are fiduciaries within the meaning of Title I of the Employee Retirement Income Security Act ("ERISA") and/or the Internal Revenue Code ("IRC"), as applicable, which are laws governing retirement accounts. The way we make money creates certain conflicts with your interests, so we operate under PTE 2020-02, where relevant, a special rule that requires us to act in your best interest and not put our interest ahead of yours.

Under PTE 2020-02, when providing individualized investment advice to retirement accounts, we must also:

- Meet a professional standard of care (give prudent advice);
- Not put our financial interests ahead of yours (give loyal advice);
- Avoid misleading statements about conflicts of interest, fees, and investments;
- Follow policies and procedures designed to ensure that we give advice that is in your best interest;
- Charge no more than is reasonable for our services; and
- Give you basic information about conflicts of interest.

### Limitations

This fiduciary acknowledgment does not create an ongoing duty to monitor your accounts nor does it create or modify a contractual obligation or create fiduciary status under state law.

Not all services or activities we provide to your retirement account(s) are subject to the provisions above.

Exclusions include:

- Communications consisting of general information and education about the financial markets, asset allocations, financial planning illustrations and scenarios or the advantages and risks of particular investments. This also includes general information and educational materials we may provide regarding options and alternatives that should be considered when deciding whether to roll over or transfer retirement accounts to UBS;
- Recommendations we provide with respect to accounts that are not retirement accounts (this includes taxable accounts);
- Transactions you enter into that are unsolicited or self-directed (i.e. where UBS does not provide a recommendation);
- Recommendations that are not fiduciary "investment advice" as defined in Department of Labor regulation section 2510.3-21 (i.e., investment advice for a fee or other compensation rendered on a regular basis pursuant to a mutual understanding that such advice will serve as a primary basis for your investment decision, and that will be individualized to the particular needs of your IRA or plan account); and
- Recommendations that you execute at another financial institution.

### Representations

By your signature agreeing to this Client Relationship Agreement and/or your maintaining Account(s) at UBS, you make the following representations:

- You are at least 18 years old or have reached the age of majority according to the laws of the jurisdiction in which you reside and the laws of the State of New York.
- You have notified us if you, your spouse, your immediate family or any beneficial owner of the Account(s) are or become employed by or affiliated with any of the following (to the extent required by applicable law or the employer): a member firm of FINRA, securities or commodities exchange, self-regulatory organization financial institution or any of their affiliates, or UBS's independent auditor. You agree to notify us promptly of any changes. You agree that UBS may provide duplicate account statements or confirmations to such entity.
- You acknowledge that (i) you can read and fully understand English or will seek independent counsel and support from your legal advisor or seek translation assistance, independently of UBS, prior to entering into any written agreement with UBS; (ii) that written documents, agreements, and information (collectively referred to as "Materials") concerning your relationship with UBS, including but not limited to products, services, transactions, and other account details, will typically be provided to you in English; and (iii) on occasion we may provide certain Materials to you in Mandarin, Spanish, or Portuguese, as applicable. You understand and agree that the English version of any Materials or other documents from UBS will prevail, notwithstanding that any verbal conversations may have been in a language other than English.
- You understand and agree that if we receive conflicting or inconsistent instructions from any persons authorized on the Account, we may refrain from taking any action with respect to the Account until the conflict is resolved, as determined in our sole discretion.
- If the named account holder is an entity, the entity is duly authorized to conduct business in the jurisdiction from which it transacts business.

*If you have received a Completing Your Account Opening Process Package, please review and verify the information about you and your Accounts. If you have questions, changes or corrections, please call your Financial Advisor.*

*Retirement Accounts refers to all types of Individual Retirement Accounts ("IRA") including SEPs, SIMPLEs, Coverdell Education Savings Accounts and "Plans." "Plans" are employee benefit plans qualified under Section 401(a) or described under Sections 403(b)(7) or a governmental plan under Section 457(b) of the IRC, or under any other employee retirement or welfare plan subject to ERISA or the IRC. Your Financial Advisor will provide a paper copy of this information to you at no charge upon request.*

- No one other than you, and the individuals named in your account opening documents, has or will have an interest in your Account unless you notify us in writing and UBS Financial Services Inc. agrees to continue to carry the Account.
- If this account is beneficially owned by any person who is a U.S. Securities and Exchange Act Section 16 reporting person of a U.S. public company, you represent that no funds or assets belonging to such U.S. public company, or any entity affiliate of such U.S. public company, will be invested through this Account.
- All of the personal and financial information you have provided to UBS is true and accurate, and you will notify UBS promptly of any material changes, particularly the information regarding your residence, financial situation, investment objectives, risk tolerance or tax status.
- You understand that UBS provides financial and investment services only and does not provide legal or tax advice.
- All reporting and tax associated obligations, including compliance with foreign investment and exchange control rules, have been and will continue to be fulfilled by you and all beneficial owners in the relevant jurisdictions, as applicable, with respect to any assets deposited or held in the Accounts.
- If you are entering into this Agreement as executor, trustee, conservator, guardian, custodian, agent under a power of attorney, or on behalf of an entity, or other fiduciary such as an employer of an employer-sponsored SEP or SIMPLE Plan, you acknowledge and represent the following:
  - You represent that you have the authority to execute the Agreement, open the Account and effect all transactions for the Account.
  - If you are a co-fiduciary on an Account, you represent that you have the authority to act independently, or if you lack the authority to act independently, then you represent that you will act together with your co-fiduciary(ies) consistent with the requirements of the law and any court orders and/or documents that confer fiduciary status upon you.
  - You understand that you are a fiduciary on behalf of the beneficial owners of the Account(s) and that you have a duty to use the services and features provided through the Account for the benefit of the beneficial owners of the Account and not for your own benefit.
  - You acknowledge that you will make an independent determination that any activity in the Account is appropriate, complies with any investment restrictions or guidelines under applicable law and is appropriate for the beneficial owners and that the compensation we receive is reasonable.
  - You will not use the UBS Account statement as a substitute for any accounting or other information you are required to send to the principal, grantors, beneficial owners or to others.
  - If the assets for which you are responsible must be held in a blocked account, you will immediately notify UBS and provide UBS with the documents necessary to evaluate the nature of the restrictions on disbursements or trading that should be applied to the relevant Account(s).

### **Fees and Charges**

You agree to pay all fees and charges relating to your Accounts for any transactions or services you receive from us. These include but are not limited to annual service fees, IRA custodial account fees, brokerage fees for securities transactions, investment advisory fees, fees for specific services you request, and fees or charges by a third party that we incur in the course of providing services to you.

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

### **Joint Accounts**

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

### **International Accounts**

Please note that not all products and services are available in all countries and may be changed from time to time.

## Individual Retirement Accounts

The Agreements and Disclosures booklet includes the UBS IRA Custodial Agreements and the IRA Disclosure Statements that apply to any Traditional, Roth, SEP or SIMPLE IRAs you open with us now or in the future. If we make changes to the UBS IRA Custodial Agreement and the IRA Disclosure Statement, we will notify you of the updates and the continued maintenance of your Account will be your agreement to those updated terms and conditions.

Beneficiaries of your IRA must be named or confirmed in writing. You may request that your written beneficiary designation be applied to your future IRA accounts that you open with us. We will confirm any changes you make to your beneficiary designation by requesting your signature as confirmation of the change. If you do not designate beneficiaries, or your beneficiary designation does not effectively dispose of the assets upon your death, your beneficiary with respect to the IRA or any part of the IRA not effectively disposed of, will be your surviving spouse, or your estate if you do not have a surviving spouse. If you designate a spouse as your beneficiary, the subsequent divorce or termination of the marriage will automatically revoke the designation as to your former spouse, and the account will be made payable as if your former spouse predeceased you. You can designate your former spouse as beneficiary by completing a change of beneficiary form.

UBS and its Financial Advisors may provide (1) general information and education to you about the factors to consider when deciding whether to move retirement assets to UBS or (2) a recommendation that you move all or a portion of your retirement assets to UBS.

Notwithstanding whether a recommendation has been made, you understand and agree that with respect to any assets you decide to transfer/roll over from a qualified plan or move from an IRA at another financial institution now or in the future, you must: (1) evaluate the investment and non-investment considerations important to you in making the decision, such as those identified in the UBS IRA rollover guide provided at [ubs.com/irainformation](https://ubs.com/irainformation) and in paper form upon your request; (2) review and understand the fees and costs associated with a UBS IRA; (3) recognize that higher net fees will substantially reduce your investment returns and ultimate retirement assets; and (4) understand the conflict of interest raised by the financial benefits to UBS and its employees resulting from your decision to roll or transfer assets to a UBS IRA.

If your IRA account is funded through a transfer from another financial institution, you represent that all transfers to such Account originate from: (1) an IRA in the same name and of the same type (e.g., Traditional, Roth); (2) an inherited IRA in the same name and of the same type; or (3) a qualified or other plan account that you were entitled to roll over to an IRA in accordance with the terms of such plan and the IRC.

## Custodian Accounts for Minors

If you open an Account as custodian for a minor under the Uniform Transfer to Minors Act (UTMA) or the Uniform Gifts to Minors Act (UGMA) (a "UTMA/UGMA Account"), you authorize UBS to facilitate the transfer of the UTMA/UGMA Account to the former minor at the termination of your custodianship under applicable state law, including accepting instructions from the former minor for the transfer of Property in the UTMA/UGMA Account. By signing this Agreement, you represent and agree that the Property in the UTMA/UGMA Account belongs to the minor and that you will only direct the disbursement or application of the Property in the UTMA/UGMA Account to or for the benefit of the minor. You specifically indemnify and hold harmless UBS from responsibility or liability for determining the appropriateness of any actions you take as custodian or the application of any Property in the UTMA/UGMA Account.

## Insurance-Only Accounts

We offer non-brokerage accounts to maintain or permit the purchase of insurance products and services ("Insurance-Only Accounts"). If you open an Insurance-Only Account, you will not have access to UBS brokerage account features including bank sweeps and trading ability. By signing the Signature Page for your non-brokerage Insurance-Only Account, you accept the Agreement, and as a result, you may be able to open brokerage accounts with us in the future without having to sign additional agreements.

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

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

## Trustee Certification and Agreement

### Representation of a Trust Agreement in Effect

For trust accounts, each Trustee certifies, represents and warrants that the trust to which this certification applies is in full force and effect and that the information you have supplied to UBS is true and accurate, as we rely on that information to service your Accounts. We, in our sole discretion, may request and you shall provide copies of any relevant Trust Agreement or amendment thereto for the purpose of confirming the Trustees authorized to act on behalf of the trust.

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

- Each trustee (or a corporate officer if the trustee is a corporate trustee) agrees to this Trustee Certification and Agreement.
- You have full power under the trust agreement and applicable law to submit valid orders and other instructions relative to the trust Account(s).
- The trust agreement authorizes you to make distributions and transfers from the trust including transfers to the trustee(s).
- You have received the Agreement and agree to be bound by those terms and conditions for all Accounts opened on behalf of the trust.
- As trustee(s), you have broad investment powers under the trust and applicable law. You have noted any restrictions on your power as trustee(s) on the Signature Page for the first trust account you open or on a separate Trustee Certification, and agree that the powers and restrictions listed are accurate and complete.

### Trustee's Ability to Bind the Trust

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

In this UBS Trustee Certification and Agreement, you agree that:

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

### Trustee's Acknowledgement

In this UBS Trustee Certification and Agreement, you agree that:

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

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

## Liability and Indemnification

In this UBS Trustee Certification and Agreement, you agree that:

- UBS is acting in reliance on this certification and is not liable for Account activities and transactions that are consistent with the representations and documentation you have provided.
- UBS is not required to inquire whether any transaction represents a proper exercise of the trustees' power or authority, unless it is demonstrated that UBS had actual knowledge that either the transaction's proceeds were being improperly used for the trustees' benefit or that the transaction exceeded or was in breach of the trustees' powers or authorities.
- You fully hold UBS harmless and indemnify UBS from all losses, liabilities, damages, claims, costs and expenses, including attorney's fees resulting from UBS acting in reliance on this certification.
- As trustees, you are each jointly and severally liable for performing your obligations under the UBS Trustee Certification and Agreement.
- Your obligations and the indemnification above remain in effect if the trust is terminated or its Accounts are transferred and shall bind all your successors and assigns.

## Duty to Update

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

If we are uncertain of the authority conferred by this certification, its continuing effectiveness, or any other certification of the trustees, we may refrain from taking any action with respect to the Account(s) until we are satisfied as to the authority of the trustee(s). This may include receipt of supporting documentation, including but not limited to: relevant sections of the trust agreement(s), resignation or acceptance of Trusteeship, death certificate, or documentation as to the capacity of a named Trustee. You agree to hold us harmless and indemnify us from any claims, demands, expenses, losses or damages if we refrain from acting for these reasons.

## Authority to Appoint/Hire Investment Adviser or Other Third Party

In this UBS Trustee Certification and Agreement, you agree that:

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

## Power to Amend and Revoke – Revocable Trusts Only

In this UBS Trustee Certification and Agreement, you agree that either:

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

## Grantor Authorization for Credit Disclosure

By signing a UBS Trustee Certification and Agreement, each grantor grants us permission to obtain a credit report or other credit references (including making verbal or written inquiries concerning credit history) about your credit history and to obtain updated credit or similar reports at any time. Each grantor grants us permission to check and verify your credit references and update all credit information we have obtained on you.

## Introduced Accounts

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

*The General Terms & Conditions are provided in the Agreements and Disclosures booklet.*

## Representation on Puerto Rico Requirements

You may purchase investments in your Account ("Puerto Rico Investments"), that require that they be offered only to individuals who meet certain requirements (the "Puerto Rico Requirements") such as, for example, that have their principal residence in Puerto Rico (and to corporations and other business organizations that have their principal office and principal place of business in Puerto Rico).

If you purchase or propose to purchase Puerto Rico Investments in your Account, each account owner, including any business organization represented by its authorized person, acknowledges and represents the following:

- You will be the beneficial owner of such Puerto Rico Investments.
- As of the date of this agreement, you comply with all applicable Puerto Rico Requirements.
- You acknowledge that UBS may declare your acquisition of Puerto Rico Investments null and void if you do not meet the Puerto Rico Requirements at the time of purchase.
- If you are seeking to take advantage of any tax treatment afforded under any Puerto Rico or U.S. federal tax incentive act that requires Puerto Rico residency, such as certain incentives under the Puerto Rico Incentives Code, Act 60-2019, you acknowledge that you are solely responsible for complying with all of the applicable rules and requirements, including with respect to your residency for U.S. federal or Puerto Rico tax purposes.
- You should consult your tax advisor to ascertain whether any Puerto Rico Investments you purchase in your Account will provide you with the tax benefits you may be seeking for U.S. federal or Puerto Rico tax purposes. You acknowledge that neither UBS Financial Services Inc. nor any of its affiliates provide tax advice.

## Accounts with Cash Management Features and Verbal Authorization to Upgrade or Add Cash Management Features to an Account

The Agreements and Disclosures booklet contains the terms and conditions that apply to the cash management features you may select. All requests to enroll in cash management features are subject to UBS approval.

We may accept verbal requests to upgrade or add cash management features to any Accounts. Generally, we permit any authorized person to provide verbal instructions to upgrade or add services to your Account unless you instruct us otherwise. In some circumstances, we may ask for additional information or require you to sign additional documents.

There are important differences in the cash management features and other services that are available to U.S. residents through UBS accounts and those that are available to clients who reside outside the U.S. The International RMA and certain of its cash management features and other services are not available in all countries and may be changed at any time. We also have different Card programs for these accounts. This Agreement and the Agreements and Disclosures booklet describe which programs apply to which types of accounts.

## Checkwriting

If you enroll in the checkwriting service for your Account, your use of the service will be governed by the Checkwriting section of the General Terms & Conditions. You authorize us and our Check Provider to honor checks that bear your signature(s) and unsigned drafts that are presented on the basis of separate written authorization from you to the payee. We may delay or deny payment if there are insufficient available assets in your Account to cover payment on the day you write the check or authorize the draft through the day on which we deduct funds from your Accounts to pay the check or draft.

## Bill Payment and Electronic Funds Transfer Services

If you enroll in the Bill Payment and Electronic Funds Transfer services, you authorize UBS and its processing bank to effect the types of transactions described in the Bill Payment and Electronic Funds Transfer Service Agreement. This service agreement also applies to other electronic transfers to or from your Accounts, including transfers made with the UBS CashConnect feature, 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, even if you do not enroll in this service.

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

*Cash management features available for eligible accounts include:*

- Checkwriting
- Debit cards
- Credit cards
- Rewards programs
- Bill Payment
- Electronic Funds Transfer
- Margin Loans
- Sweep Features

*"Check Provider" is the provider and processor we have appointed to handle payment of your checks and drafts. We reserve the right to change out Check Provider at any time. The Bill Payment and Electronic Funds Transfer Service Agreement is provided in the Agreements and Disclosures booklet.*

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

### UBS Visa Debit Card for RMA or BSA

If you choose to enroll for the UBS Visa Debit Card (Card) either verbally or in writing, and for International RMA accounts, if you are eligible for the Card under applicable laws and UBS policies, you will be issued one or more Card(s) by the Card Issuer. UBS and the Card Issuer will approve transactions you initiate using the Card(s) up to your Account's "Withdrawal Limit," or such other amount as described in the Agreements and Disclosures booklet.

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

### UBS Credit Card for RMA or BSA

You may apply for a UBS Visa Signature credit card, UBS Visa Infinite credit card, UBS Visa Signature Business card, UBS Visa Infinite Business card or UBS Cash Rewards Visa Business card (Credit Card) either verbally or in writing. If your application is approved by the Card Issuer, you will be issued one or more Credit Cards. We will bill transactions made with your Credit Card separately from your eligible brokerage account. You may pay your Credit Card balance automatically each month from your eligible brokerage account, or you may pay the bill from other sources or allow a balance to revolve. The Credit Card terms and conditions describe rates, fees and other costs for the Credit Card. The Card Issuer will issue and manage your Credit Card according to Utah law and the UBS Credit Card Cardmember Agreement or UBS Business Credit Cardmember Agreement (Credit Card Agreement). The Card Issuer will include the Credit Card Agreement with your Credit Card.

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

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

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

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

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

### Our Sweep Options and Your Sweep Election

As a service to you, we offer the automatic investment or deposit ("sweep") of available cash balances in your Account to a Sweep Option.

You authorize and direct us to deposit or invest your available cash balances on each business day in your Sweep Option and to withdraw your funds from, or liquidate your shares in your Sweep Option, as described in the Agreements and Disclosures booklet, and any amendments. Such authorization applies to all of your Accounts at UBS, including any Accounts you may open in the future.

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

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

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

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

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

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

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

*The Credit Card Agreement describes the fees for the Credit Card.*

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



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

Current Sweep Options and eligibility requirements are described in the Agreements and Disclosures booklet in the section entitled "Cash Sweep Options." 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/accountsweeptyields.html](https://ubs.com/us/en/wealth/misc/accountsweeptyields.html). Each Sweep Option is subject to different risks and account protection features.

### Margin Agreement and Margin Requirements

Unless you instruct us otherwise, the eligible Accounts that you open now or in the future will have margin privileges included as a feature of the Account. We add this feature to your Accounts as a convenience to you and it is not a recommendation by UBS or your Financial Advisor that you use margin privileges. By signing the Signature Page for any Account except for an ERISA Plan, you agree that the Margin Agreement governs your use of margin in all of your current Accounts and any eligible Accounts that you may open in the future.

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

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

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

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

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

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

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

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

If you are an individual (including an individual acting as trustee of a trust) residing in or located in any country in the European Economic Area: you represent and warrant that you do not intend to use any part of a margin loan, and will not now or in the future use any part of a margin loan, for the acquiring or retaining of property rights in land or in an existing or projected building, or for the renovation of residential property.

*If you do not want to establish margin for your current accounts or any accounts you open in the future, please contact your Financial Advisor. Please note: UBS does not extend margin for the following accounts:*

- Individual Retirement Accounts
- ERISA Plans
- Coverdell Education Savings Accounts
- 403(b)(7) Accounts
- UGMAs
- UTMAs
- Accounts in the name of an Estate
- 529 Plan Accounts

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

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

*Please refer to the UBS Statement of Credit Practices provided in the Agreements and Disclosures booklet for additional information.*

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

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

### Security Interest

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

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

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

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

*Refer to the Fees and Charges document in the Agreement and Disclosures booklet for a description of how we may sell Property for your Account to collect outstanding fees.*

### Liquidation of Collateral or Account

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

### Restrictions on Trading and Disbursements

You acknowledge that we, in our sole discretion, with or without prior notice to you, may prohibit or restrict trading of any securities held in your Account, prohibit or restrict disbursements from your Account, and refuse to enter into any purchase or sale transaction with you regarding any securities, even if those securities were purchased by you through us. In addition, you understand that we maintain the right not to custody certain securities or other Property in our sole discretion and deliver these securities or other Property to you at your expense.

### USA PATRIOT Act

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all U.S. financial institutions to obtain, verify, and record information that identifies each individual or legal entity that opens an account with UBS (or the "Firm"). Federal law also requires all U.S. financial institutions to obtain, verify, and record information that identifies the beneficial owners of a legal entity that opens an account or establishes a customer relationship. Therefore, when opening an account with UBS, the Firm will ask for your name, address, date of birth (as applicable) and other identification information. In addition, when you open an account with UBS on behalf of a legal entity, we will ask, where legally applicable, for the names, addresses, dates of birth and other identification information of the beneficial owners of the legal entity. This information will be used to verify your identity and, in the case of a legal entity customer, the identity of the legal entity and

its beneficial owners. As appropriate, the Firm may, in its discretion, ask for additional documentation or information. If all required documentation or information is not provided, UBS may be unable to open an account or establish a relationship with you. If we are unable to verify your identity, or the identity of the beneficial owner(s) when opening an account for a legal entity, actions may be taken as described under the 'Termination of your Account' in the General Terms and Conditions in the Agreements and Disclosures booklet.

### **Your Privacy**

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

Subject to any applicable financial privacy laws and regulations, you acknowledge that we share such personal information regarding you and your Accounts with our affiliates and non-affiliates as is necessary or advisable to effect, administer or enforce transactions requested or authorized by you to service, process, enforce or maintain your Accounts and all transactions related to or in connection with your Accounts; to comply with legal and regulatory inquiries and actions that are related to your information; and to enable UBS to conduct targeted advertising efforts to support the development of its business and to improve its operations.

### **Credit Report**

You grant us permission to obtain a credit report or other credit references (including making verbal or written inquiries concerning credit history) when you open an Account with us and to obtain updated credit or similar reports at any time during the time your Account remains open. You grant us permission to check and verify your credit references and update all credit information we have obtained on you. We may provide any such credit report or other credit information we have obtained on you to our Card Issuers, Check Providers or to our Affiliates, as permitted by law to enable them to provide additional products or services that may be of interest to you and to otherwise assist us in servicing, administering, enforcing and maintaining your Account and evaluating your financial needs. You authorize us to exchange your credit information with any party we reasonably believe is conducting a legitimate credit inquiry in accordance with the Fair Credit Reporting Act.

### **Disclosure of Beneficial Ownership**

The issuers of securities held in your Accounts may request your name, address and security position so that they may contact you directly for proxy voting and other shareholder communications. You may instruct us not to supply this information, in which case you will receive information regarding those securities from UBS instead of the issuers.

Your current instructions with respect to such disclosure are reflected on the Account Information pages of the Completing Your Account Opening Process package. If you would like to change your instructions, please call your Financial Advisor.

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

### **Duplicate account statements and trade confirmations upon your incapacity**

You authorize us to send duplicate account statements and trade confirmations for your Accounts and otherwise make your Account information available to your agent named under a durable power of attorney, either electronically or in paper form, upon evidence of your incapacity and at the direction of your agent.

### **Trusted (Alternate) Contact Person**

If you have provided UBS with a Trusted contact person, you authorize us to contact such person in the event that we have concerns or questions about you, including but not limited to your health, well-being or whereabouts. You further authorize UBS to discuss our concerns and disclose any necessary information about you including your Account information to your trusted contact. You acknowledge that this authorization will apply to all Accounts currently open and any Account you open in the future in any capacity.

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

### Electronic Records and Electronic Signatures

Any agreements accepted by facsimile or electronic means (such as clicks, through electronic signature platforms or other online means) are legally binding and are considered to have been "signed" by you with the same effect as manual signatures. You agree and understand that your e-signature is the legal equivalent of your manual/handwritten signature and is legally binding. Electronic records of an agreement that is made online will also be considered to be "in writing." You agree not to dispute the validity or enforceability of any agreements entered into electronically by you and any agreements or documents e-signed by you (or by anyone using your authentication devices, such as a password or PIN). You further agree that UBS is under no obligation to accept an e-signature from you and UBS may, in its sole discretion, require a manual/handwritten signature.

### E-mail Communications

We discourage clients from transmitting personal or confidential information through e-mail as these may be sent via insecure 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. If you choose to send personal and confidential information to us via e-mail, you understand and accept that e-mail transmissions 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, malware etc. may be spread undetected by third parties and may cause considerable damage; and
- interception by third parties

and agree that we are not responsible for any loss or damages that occur as a result, such as losses or damages arising from mistaken identity or unauthorized access and the use of the information (for any purpose) by others who may intercept or otherwise access the communications during and after transmission.

### Electronic Delivery Agreement

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

- Statements for your UBS Accounts, which include your UBS credit card statements from the Card Issuer; notices delivered on or with statements such as our annual Client Privacy Notice; and messages about transactions and payments.
- Trade confirmations and notices regarding Account activity.
- Shareholder communications, including annual and other shareholder reports, preliminary and final prospectuses, proxy materials and information about other corporate actions. Shareholder communications also includes all account documents related to investment advisory accounts and financial planning services for a fee, including but not limited to, Form ADV disclosure brochures, account enrollment and change confirmations, manager profiles, asset allocations, performance reports and other disclosures, reports and notices related to advisory accounts and fee-based financial planning services and your advisory agreements. These reports and notices contain information relating to your accounts and investments, such as account attributes, account profile, investment elections and preferences, investment strategy and fees. We may deliver documents relating to investment advisory accounts as a link to a UBS website or as an attachment to an e-mail. When sending attachments to e-mails, for your protection, we will exclude and/or mask certain personal information such as name, address, and account number. We may also include important notices, disclosures and updates relating to your investment advisory accounts in or with your monthly account statements or performance reports.
  - Performance reports.
  - UBS Equity Plan Advisory Services plan advices.
  - Tax reporting documents, including 1099s and other tax documents that are available now or become available in the future.
  - Agreements and disclosures relating to the accounts, features and services we offer.

Any member of your household may enroll any other household account in electronic delivery of these communications, except for tax reporting documents. By enrolling in e-Delivery of any communications described above, you agree that this authorizes us to electronically deliver any updated versions of account documents and disclosures and other product, risk and informational disclosures.

When available, confirmations of your personal and account information may be included with related documents that are delivered electronically through UBS Online Services or any other secure method.

**Please note:** These confirmations are sent periodically and to confirm certain changes to your Account information. These confirmations may be viewable by other members of your household through UBS Online Services or other secure methods. Contact your Financial Advisor if you prefer to receive private, paper versions of confirmations of personal and Account information instead of electronic versions.

*Please see the section Householding of Statements and Other Communications below for further information regarding how a household is established.*

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

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

### Householding of Statements and Other Communications

As a convenience to you, we may consolidate periodic communications for certain accounts with the same address. This practice, called "householding," applies to account statements, trade confirmations, remittance transfer receipts, personal and financial information required to be sent by regulation, preliminary and final prospectuses, disclosures and notices for investment advisory accounts, and Summary of Accounts statements, which provide consolidated information for all of the Accounts in your household.

Households are determined as follows:

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

We mail household communications in a single envelope (if you receive paper delivery) or, if you receive electronic delivery, we make them available through UBS Online Services or other electronic delivery method. Any member of your household who is enrolled in UBS Online Services has access to view all Accounts in the household. The composition of a household will change as clients move away from the household mailing address, and the addressee for household mailings may also change over time. Where owners of joint accounts live at different addresses, household mailings will be sent to at least one Account owner's address and may be included with mailings for other Accounts at that address under the conditions described above.

*If you do not want your statements to be bundled by household, please contact your Financial Advisor.*

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

**Non-Primary Residence Address for Mailing Purposes**

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

**Your liability and Indemnification**

You agree to indemnify us against any Losses, costs or expenses arising out of your obligations under your Agreement with us. "Losses" includes payments on claims or requests for compensation, damages, and liabilities (including, without limitation, any legal or other expenses reasonably incurred in connection with defending or investigating any action, claim or request for compensation).

You agree to indemnify, defend and hold us harmless from any and all Losses arising out of claims made or asserted by any person or entity (other than you) in any way relating to your Account(s), or based upon representations you make to us and acknowledgments in your Agreement with us, all applications and agreements for your Account and any instructions you provide or otherwise arising from or relating to (a) any breach of your agreements with us by you or any person using Your Credentials or Your Devices; and (b) any use of the 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.

You acknowledge and agree that you will be personally liable for any fees or other obligations owed to us. You agree to indemnify UBS, the Card Issuer, the Check Provider, the Sweep Funds and other Sweep Options as applicable, against any Losses arising from:

- Any and all transactions for your Account effected by any person authorized to effect such transactions, and
- Any Debits, Charges, fees, tax withholding or other obligations in your Account(s).

You will also be liable for the payment of any amounts advanced, any debit balances or other obligations in your Account(s), as well as for any deficiency remaining in your Account(s) in the event of liquidation by you or us. Additionally, you acknowledge that you are responsible for the accrued interest on those amounts at our then customary rate, if applicable, or otherwise the maximum rate allowable by law. You agree to indemnify us for the reasonable costs and expenses of collection (including attorney's fees), for any unpaid losses, fees or other amounts you owe us or against which you have indemnified us.

**Applicable Law and Survival**

This Agreement, including the Arbitration provisions below, and its enforcement, is governed by the laws of the State of New York, without giving effect to such State's choice of law or conflict of laws provisions. The Agreement is binding on you and on UBS Financial Services Inc. provided that there is no inconsistency with the Federal securities laws or the Federal or State banking laws. In connection with any Card issued, the respective Cardholder Agreement shall be governed by Federal law and the law designated by the Card Issuer in that Cardholder Agreement.

In the event that any of the Arbitration provisions below are found to be unenforceable, you submit to the exclusive jurisdiction of the courts of the State of New York and the Federal courts sitting in the Southern District of New York for the purpose of resolving any controversy, claim or issue in any controversy that may arise between you and UBS Financial Services Inc. whether it happened before or after, or at the time this Agreement was executed, including but not limited to controversies, claims or issues in any controversy concerning any account, transaction, dispute or the construction, performance or breach of this Agreement or any other agreement. To the extent permitted by law, you and UBS Financial Services Inc. irrevocably waive any and all right to trial by jury. You also consent to service of process by certified mail to your Account's address of record, and you waive any objection to the venue and any claims that an action or proceeding has been brought in an inconvenient forum. If any provision of the Agreement is held to be invalid, void or unenforceable, the remaining provisions will remain in full force and will be construed to the fullest extent permitted by law, to give effect to the intent of any provision that has been called into question.

You agree that the representations you have made under this Agreement as well as the Arbitration and this Applicable Law and Survival Provision and the Your Liability and Indemnification and Limitations of Liability Provisions in the General Terms and Conditions shall survive the termination of the Agreement.

*This Arbitration Agreement represents standard industry practice and binds you and UBS Financial Services Inc. to arbitrate any disagreements that may arise between the parties.*

*"The parties," for purposes of this arbitration agreement, are UBS Financial Services Inc. and you, including on behalf of your heirs, executors, administrators and assigns.*

## Arbitration

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

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

By opening an Account at UBS, and by UBS Financial Services Inc. accepting your application and carrying your Account, you and, UBS Financial Services Inc. agree as follows:

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