UBS

Agreements and disclosures

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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For more information
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 at UBS Financial Services Inc. 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 signed 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/Regulation S
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 investing in securities not registered under the

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

Some Accounts provide access to cash management services through affiliated and unaffiliated banks as described below. UBS Financial Services Inc. is not a bank and does not represent itself as a bank. Your Account is not a bank account.

Investment products:
- *Not FDIC Insured*
- *Not a deposit*
- *No bank guarantee*
- *May lose value*

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.

UBS Bank" refers to UBS Bank USA, N.A., a federally chartered national association.

"Affiliates" refers to UBS Bank, 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.

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 UBS Financial Services 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.

"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.

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 and search for "check 21." In this section, the term "UBS Financial Services Inc." solely refers to UBS Financial Services Inc.

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 UBS Financial Services 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 UBS Financial Services 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/disclosuredocuments), from your UBS Resource Management Account (RMA) or your UBS Business Services Account BSA (either referred to as UBS Account). The *CashConnect* feature does not repay

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 Financial Services 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 Deposit Sweeps 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, 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, its successors and assigns, or the issuer of UBS Credit Cards we appoint in our sole discretion.

Eligible Accounts may be enrolled in UBS's Send and Receive Money with Zelle® Service (the "Zelle® Service") through the UBS Wealth Management mobile app. The Zelle® Service enables you to send and receive money with friends, family and others you trust who are enrolled with us or another financial institution that partners with Zelle®. You should not use the Zelle® Service to send money to recipients with whom you are not familiar or do not trust.

Zelle and the Zelle related marks are wholly owned by Early Warning Services, LLC and are used herein under license.

"ACH" refers to the Automated Clearing House Network.

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, the Electronic Funds Transfer Service, or the *Zelle*® Service. Direct deposits are transactions initiated by an external financial institution to process a deposit into a UBS Financial Services Inc. Account from an external account, including recurring or one-time ACH transfers originated by the other financial institutions. 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.

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 encumber deposits, withhold the proceeds of a redemption, liquidation or withdrawal from your Sweep Option, and withhold other payments or transfers from your Account until all funds deposited in your Account have been collected from other financial institutions, as described below. 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.

Funds deposited or transferred into your Account will increase your Account's Withdrawal Limit and will be available for the deposit into, or purchase of, the Sweep Option and securities within one (1) business day after the date the funds are credited to your Account. 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, and such funds may be encumbered and not available for withdrawal or transfer out of your Account as follows:
1. The same business day if by cash, federal funds wire transfer, direct deposit, *Zelle*®, 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.

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 your 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, and dividends paid on securities you have sold short. 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
On each business day, after all debits and charges to your Account have been satisfied, we will sweep available cash balances of $1.00 or more (or $0.01 or more for ERISA Plans and IRAs) remaining in your Account into your Sweep Option.

Our current Sweep Options and eligibility requirements are described below and include deposit accounts at affiliated and non-affiliated banks and Sweep Funds. When you open an Account at UBS, one of the Sweep Options, if available, will be automatically assigned to your Account based on the account type. This assignment is made without the recommendation or advice of your Financial Advisor under Regulation Best Interest or as a fiduciary under the Investment Advisers Act.

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/sweepyields. Each Sweep Option is subject to different risks and account protection features. Please refer to section "UBS Deposit Sweep Program Disclosure Statement" for further details.

A prospectus for each Sweep Fund may be found at 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.

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 Financial Services Inc. for the automatic sweep of available cash balances in your Account. Sweep Options include the UBS Deposit Sweep 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.

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

"Financial Institutions" means insurance companies, broker-dealers, investment advisors, mutual fund companies, hedge fund companies, private pension funds, public retirement funds, state and federal chartered banks, credit unions, savings associations, and trust companies; and such other entities that UBS may add from time to time.

UBS Bank (Member FDIC) is an FDIC-member bank affiliate of UBS

"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). Plans may include individual accounts for participants ("Plan Participants").

If your Account/Ownership Type is…	Your Eligible Sweep Option is…
– Retirement advisory account	UBS Deposit Program
– Individual participant account under a defined contribution plan that is managed on a discretionary basis	UBS Business Program
– Individual – Custodial account – Business entity – Nonprofit organization – Estate – Trust owned by US residents if one or more beneficiaries are business entities – Trust owned by non-US residents – Retirement account other than retirement advisory account	UBS Insured Sweep Program ("UBS-ISP")
– Trust owned by US residents if all beneficiaries are natural persons and/or nonprofit organizations	UBS FDIC Insured Deposit Program ("UBS-FIDP")
– Financial Institutions – Corporate Cash Management Account	Sweep Fund (UBS RMA Government Money Market Fund)
– 403(b) account – Qualified Plan with pooled structure (including Accounts of Participants)	Sweep Fund (UBS Liquid Assets Government Fund)

FDIC Insurance—General
Funds on deposit at UBS Bank and at participating banks in the UBS-ISP and UBS-FIDP are eligible for deposit insurance from the FDIC up to $250,000 **per depositor** (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 UBS Bank 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. FDIC insurance protects funds that have been deposited at UBS Bank and at participating banks in accordance with FDIC rules, provided that the requirements for deposit insurance have been met. FDIC deposit insurance only covers the failure of an insured bank UBS Financial Services Inc is not an FDIC-insured bank.**

The Deposit Accounts at the participating banks are not protected by the Securities Investor Protection Corporation.

The Sweep Funds and balances that are swept to money market mutual funds are not deposits or other obligations of UBS Bank, are not insured or guaranteed by the FDIC or any other government agency, may lose value and are not guaranteed by UBS Bank or any affiliate. Although each Sweep 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 mutual fund. Money market mutual funds are offered by prospectus, which includes more complete information about objectives, risks, charges, expenses and other matters of interest. You should read the prospectus carefully.

Sweep Funds are not available to non-US residents.
UBS Asset Management (Americas) Inc. is the investment advisor for all of the Sweep Funds.

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 either UBS Deposit Account Sweep Program or UBS Business Account Sweep Program, by withdrawing funds from your deposits at UBS Bank; and
4. If your Sweep Option is the UBS FDIC-Insured Deposit Program or UBS Insured Sweep Program, by withdrawing balances from your deposit accounts (i) at UBS Bank 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 UBS Bank.

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. 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. You are liable for all dividends paid on securities that you have sold short, as well as other amounts or other obligations we incur on your behalf in connection with short positions, such as those relating to corporate actions and automatic class action settlements. 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. 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.

We will process transactions 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 as soon as practicable. Order delays can create system capacity challenges for UBS FSI and other market participants to which UBS FSI routes orders. As a result, clients may suffer market losses during periods of volatility in the price and volume of a particular security when systems problems result in the inability to place buy or sell orders.

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.

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 Deposit Sweep Program Disclosure Statement for important information about how the UBS Deposit Sweep Program works, 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.

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.

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 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, Disbursements and Custody
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 have concerns about your capacity; (3) if we receive a levy or garnishment that we believe may attach to the assets in your Account; (4) if we receive a court order that in our sole discretion we interpret as obligating us to restrict your Account; (5) 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 (6) 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 if you have assets or activity in your Account, which will include 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 the 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.

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

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 clients, excluding ERISA Plans and IRAs, 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 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 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 Financial Services (Uruguay) SRL ("UBS Uruguay")
UBS Financial Services (Uruguay) SRL ("UBS Uruguay"),a wholly-owned subsidiary of UBS Financial Services Inc., is registered with the Central Bank of Uruguay and the Free Trade Zone of Uruguay. For Clients Doing Business with UBS Uruguay, your Account and Account Agreement are maintained with UBS Financial Services Inc., and 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, leased, 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 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 counterintuitive. 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, to the extent permitted by law 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 off 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 the State of your last known address, or if none, to the State of Delaware as our state of domicile. Please note that many States liquidate account holdings, including securities, 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 notices. 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 marking 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, know-how, 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. If your mobile number changes, you are responsible for informing us of that change.

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. If you are domiciled in California, your Privacy Statement can be found at www.ubs.com/global/en/legal/privacy/ccpa.

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

Account E-mail Alerts

As a UBS client, if you have an e-mail address on file with us, automatic e-mail alerts may be sent to you for certain account activities and when certain important changes are made to your account, such as changing your e-mail or home address, telephone number, username, or password.

We will use the e-mail we have on file for you. By providing your e-mail address to UBS, you authorize UBS's use of your e-mail address for these purposes. If your e-mail address changes, you are responsible for informing us of that change. If there is unusual or suspicious activity, you can report it as fraud by calling your Advisor at the phone number on your statement. If fraud is suspected, we may need to speak with you. You agree that UBS will not be liable for any delays, failure to deliver, misdirected deliveries, any errors in the content of an alert, or for any actions taken or not taken by you or any third party in reliance on an alert.

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 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/disclosure documents.

"RMA cash management services" refers to the cash management services associated with an RMA, Business Services Account BSA or IRA-RMA, and include check writing, UBS Visa debit card, Bill Payment, Electronic Fund Transfer Services and Send and Receive Money with Zelle®.

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" (see 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, or have a MAC account and 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 for that annual billing cycle. 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 a non-operating entity and 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 $4,000,000 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 $4,000,000 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 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 $4,000,000 level of assets and liabilities must be met on the last business day in November. It can also be met if, as of the last business day in November of the annual billing cycle, the average of your month-end balances for the number of months your account was open during the billing cycle is $4,000,000 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. **If you have one or more active UBS Visa Infinite Credit Cards 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 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. Credit Cards are not permitted in all jurisdictions. This notice is meant only to be informative for clients residing in jurisdictions where credit cards are permitted. This notice is not, and should not be viewed as, a solicitation or promotion of any kind.

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 Financial Services 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, 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.

4. **Accounts in your Marketing Relationship have qualifying levels of deposits or cash management transactions.**
   Annual service fees will be waived for billable accounts in a marketing relationship where eligible accounts collectively have either (i) qualifying deposits totaling $5,000 or more per month for three consecutive months, or (ii) any combination of five qualifying cash management transactions, per month for three consecutive months. The three consecutive months must be between January and the end of November in the billing year. Qualifying deposits must be to an RMA or Business Services Account BSA, and are defined as direct deposits (payroll, Social Security, pension, insurance and annuity distribution payments), electronic funds transfers, money received with Zelle®, mobile check deposits, and check deposits made at a UBS branch. Qualifying cash management transactions are direct deposits, electronic funds transfers through the ACH network that you initiate at another financial institution to send or receive funds with your UBS account, electronic fund transfers where you instruct us to pull funds via ACH from an account at another financial institution, sending or receiving money with Zelle®, mobile check deposits, check deposits made at a UBS branch, RMA/Business Services Account BSA checks paid, Bill Payments, purchases or cash withdrawals using your UBS Visa debit card, or cash advances obtained from ATMs and financial institutions on your UBS Credit Cards that are repaid through the CashConnect feature. Transfers between accounts at UBS do not qualify.

The annual service fee waivers apply only to the year in which you qualify for the waiver. You must qualify for fee waivers again each year, and UBS may modify or eliminate fee waivers for future billing cycles.

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, Advisory Program Accounts, 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.

Discounted annual service fee for certain accounts enrolled in e-delivery
Each billable RMA, Business Services Account BSA, IRA and IRA-RMA that is enrolled for electronic delivery of account statements and trade confirmations will receive a discount of $25 on the annual service fee for that account. Please see the table of annual service fees on pages 23 – 24. The account owner must have UBS Online Services and the account must be enrolled for e-delivery of these categories of documents on the last business day of November in the annual billing cycle to qualify for the discount. Total fees collected from a Marketing Relationship may not be reduced by the e-delivery discount, if for example the Marketing Relationship will reach the annual fee cap with or without the discount.

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

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.

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

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 Net Asset Value) 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, 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. 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 and e-delivery discount are only applied during the annual billing event on the fourth business day in December. These waivers and discounts 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.

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.

Account service and other related fees

Annual Service Fee for Account types	*Fee*	*Notes and Definitions*
Resource Management Account (RMA)	$200	$175 with e-delivery enrollment discount
International Resource Management Account (IRMA)	$200	
IRA Resource Management Account (IRA-RMA)	$200	$175 with e-delivery enrollment discount
Individual Retirement Account (IRA) (Includes SEP and SIMPLE IRAs)	$125	$100 with e-delivery enrollment discount
Coverdell Education Savings Account (CESA)	$100	
403(b)(7) Custodial Account	$100	
Qualified Plan Fee	$100	
Business Services Account BSA	$200	$175 with e-delivery enrollment discount
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 annual service fees are not charged to UBS employee accounts or UBS employee-related accounts, and the maintenance fee is not charged to Marketing Relationships that include employee or employee-related accounts. Contact your Financial Advisor for more information or to ensure that your account is correctly identified as an employee or employee-related account.

Other Fees	*Fee*	*Notes and Definitions*
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 0.0% – 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 0.0% – 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 ubs.com/disclosuredocuments.
Annual Physical Security Safekeeping Fee (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 a non-operating entity and 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.

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Bill Payment and Electronic Funds Transfer Service Agreement

"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 UBS Financial Services Inc. 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.

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, N.A., 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," "minimum due" or "other amount."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, minimum due, or other amount 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. ET for debits from an RMA, BSA or SBL account or 5:00 p.m. ET 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. ET for debits from an RMA, BSA or SBL account or 5:00 p.m. ET 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. ET 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. ET on the calendar day prior to the payment date to cancel the payment.

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. ET 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. ET 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. ET will be credited to the UBS credit card the same day.
- Payments submitted on a weekend and holiday or after 6:00 p.m. ET 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 5:00 p.m. ET on Business Days will be credited to the UBS credit card the same day.
- Payments submitted on a weekend and holiday or after 5:00 p.m. ET 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 imposea 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 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.

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.

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 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 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 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 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. 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

The UBS Client Privacy Notice is mailed to you annually. It is also available on our website at ubs.com. Click on "Privacy Statement" at the bottom of the Home page.

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 distributed in accordance with financial regulation. It is also available on our website at ubs.com. Click on "Privacy Statement" at the bottom of the Home page.

UBS Visa Debit Card Cardholder Agreement

"Card Issuer" refers to UBS Bank USA, N.A. ("UBS Bank"), 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.

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 (also referred to as the Card Issuer) in accordance with an agreement between UBS Bank 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
Subject to the terms of this Cardholder Agreement, 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.

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.

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, subject to the terms of this Cardholder Agreement. 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.

Refusal to Honor Card or Transactions
We may decline any transaction or group of transactions at any time, for any reason, and without notice to you. We are not responsible for any refusal to honor your Card or the decline of any transaction or group of transactions, whether by us or a third party.

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 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.

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, we will not otherwise be liable for your losses or damages, for instance:
- Any transaction or group of transactions is declined, whether by us or a third party;
- Your Card is not honored or is suspended or cancelled;
- The transfer or transaction 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
- Circumstances beyond our control (such as fire or flood) p;
- 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, N.A.—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, 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.

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.

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, N.A.—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 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 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, 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, N.A. Card Operations, 315 Deadrick 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 USC. §§ 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, N.A. Card Operations Division,1000 Harbor Boulevard, 8th Floor, Weehawken, NJ 07086, 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.

Disclosure Statement for Traditional or Roth Individual Retirement Accounts

Section guide

Highlights
A—Revocation of this IRA
B—Introductory Information
C—Eligibility and Contributions
D—Transfers and Rollovers; Rollover Chart
E—Inherited IRAs
F—Taxation of IRA Distributions
G—Required Minimum Distributions
H—IRA Beneficiaries
I—Investment of Contributions
J— Fees and Expenses of the IRA
K—Tax Matters
L—Termination of the IRA
M—Amendment of the IRA
N—Trusted Contact

Highlights

- The Individual Retirement Account ("IRA") you choose—Traditional IRA or Roth IRA—determines what tax rules apply.
- Deductibility of Traditional IRA contributions depends on whether or not you actively participate in an employer's retirement plan, your Modified Adjusted Gross Income (MAGI) and your federal income tax filing status.
- Whether you can contribute to a Roth IRA and your contribution amount depend on your MAGI and your federal income tax filing status.
- Tax-free rollovers are generally permitted between IRAs and between an employer plan and an IRA, subject to certain restrictions; conversions to Roth IRAs are generally taxable events. See Section D for details.
- Although various tax rules may apply, the portion of Traditional IRA distributions consisting of pre-tax contributions and earnings are typically taxed at ordinary income tax rates; Roth IRA distributions are tax-free, if certain criteria are met.
- Generally, required minimum distributions (RMDs) must be distributed after the owner of a Traditional IRA reaches age 73 (or such earlier or later age as may be specified by applicable law). RMDs apply to Traditional IRAs, but not to Roth IRAs. See Section G for details.
- If you are a beneficiary of an IRA, different distribution rules are applicable that vary depending on your relationship to the deceased IRA owner, whether the IRA owner had started distributions and whether the IRA was a Roth or Traditional IRA.

Important notice

We are required to provide you with this Disclosure Statement, which provides a general overview of IRAs and the tax consequences of certain transactions involving IRAs. UBS Financial Services Inc. and its affiliates do not provide tax or legal advice. IRA rules can be complex and we urge you to consult your tax or legal advisor with any questions you have concerning your IRA.

A. Revocation of this IRA

When you first establish your IRA, you may revoke the IRA at any time within seven (7) days after the date you receive this Disclosure Statement. If you are eligible to revoke your IRA and wish to revoke the IRA within the seven (7) day time limit, you may do so by mailing or delivering a written notice of revocation to the following address:

Retirement Consulting Services—Operations
UBS Financial Services Inc.
1000 Harbor Boulevard, 6th Floor
Weehawken, NJ 07086-6791

We will consider your notice to be given on the date that it is postmarked if it is mailed by US first class postage prepaid mail (or if sent by certified or registered mail, the date of certification or registration), provided it is properly addressed to and received in due course by UBS Financial Services Inc. ("UBS").

If you revoke your IRA within this seven-day period, you are entitled to a return of the entire amount you originally paid into your IRA, without adjustment for such items as brokerage commissions or fees, administrative expenses, or fluctuations in market value.

If you have any questions as to your right to revoke this IRA, please call your UBS Financial Advisor.

B. Introductory Information

Choosing your IRA. Individuals can take advantage of various ways to save for retirement on a tax-advantaged basis as permitted by the Internal Revenue Code of 1986, as amended (the "Code") and the applicable Treasury regulations thereunder (the "IRS Regulations"). Among the choices available are Traditional IRAs and Roth IRAs (collectively referred to as IRAs in this Disclosure Statement). A Traditional IRA is an individual retirement account described in Section 408(a) of the Code. A Roth IRA is an individual retirement account described in Section 408A of the Code. You will designate the type of IRA you are establishing in the IRA account opening documents.

Disclosure Statement. IRS Regulations require UBS to provide you with this Disclosure Statement. It consists of a general description of the requirements and features of IRAs and a summary of the material terms of the UBS Custodial Agreement for Traditional or Roth IRAs (the "Custodial Agreement"). References to "we", "us" or "our" throughout the Disclosure Statement refer to UBS. References to "you" or "your" throughout the Disclosure Statement refer to the individual establishing the IRA.

A copy of the Custodial Agreement accompanies this Disclosure Statement. The Custodial Agreement is a legal agreement between you and UBS. Please review the Custodial Agreement carefully (available online at ubs.com/agreementsanddisclosures). The Custodial Agreement and Disclosure Statement provided to you when you open your first Traditional or Roth IRA with us will apply to any Traditional or Roth IRA that you subsequently open with us. Any such subsequent account will be assigned a new account number.

Before deciding to open an IRA with UBS, you should review the commissions, fees and other charges associated with a UBS IRA with your Financial Advisor. Detailed information on our fees and other sources of revenue is available in the brochure "Your relationship with UBS" available at ubs.com/relationshipwithubs. You may receive paper copies of this information by contacting your Financial Advisor.

The Internal Revenue Service ("IRS") also publishes detailed information on IRAs, including IRS Publication 590-A, "Contributions to Individual Retirement Arrangements (IRAs)," and Publication 590-B, "Distributions from Individual Retirement Arrangements (IRAs)," which you can obtain from any IRS District Office or online at irs.gov. **You should contact your personal tax or legal advisor if you have any questions about your IRA.**

Legal Requirements. By law, an IRA is a trust or custodial account created by a written document in the United States for the exclusive benefit of you and your beneficiaries. It must meet all of the following requirements:

- The trustee or custodian must be a bank, a federally insured credit union, a savings and loan association or other entity, such as UBS, that has been approved by the IRS to act as an IRA trustee or custodian.
- Contributions, except for rollover contributions, must be in cash.
- Annual contributions cannot exceed the Contribution Limit plus the Catch-up Limit, if applicable, as defined in the "Maximum Contributions" section (see Section C on Eligibility and Contributions further below).
- The amounts in the IRA must be available to you at all times without risk of forfeiture.
- Assets in your IRA cannot be commingled or combined with other property, except in a common trust fund or common investment fund.
- Money in your IRA cannot be used to buy a life insurance policy.
- Distributions from a Traditional IRA must start by April 1st of the year following the year you reach your required beginning distribution age, which is age 73, or such earlier or later age as may be specified by applicable law. See Section G for details.
- If you are a beneficiary of a Traditional or Roth IRA, different distribution rules are applicable that vary depending on your relationship to the deceased IRA owner and whether the IRA owner had started distributions.

Important Information. This IRA has received an opinion letter from the IRS that it satisfies the applicable requirements for IRAs under Sections 408 and 408A of the Code. In compliance with IRS guidance and changes to applicable law, we have amended the Custodial Agreement and Disclosure Statement and will reapply to the IRS for approval of the amended documents once the IRS lifts its current suspension of its Prototype IRA Opinion Letter Program. During the suspension, per IRS guidance, adopters of prototype IRAs may continue to rely on the previously received favorable opinion letter.

Your UBS Financial Advisor. References to your UBS Financial Advisor made throughout this Disclosure Statement include the UBS Wealth Advice Center. Accordingly, you may contact your UBS Financial Advisor or the UBS Wealth Advice Center, as applicable, to access additional information, or to provide instructions, with respect to your IRA.

C. Eligibility and Contributions

Establishing an IRA. You may establish a Traditional IRA or a Roth IRA, whether or not you actively participate in an employer's qualified retirement plan, if you have (or if you file a joint tax return, your spouse has) taxable compensation for the year.

An IRA may be established in accordance with UBS procedures for an individual who is a minor under applicable state law by the minor's parent or legal guardian if the minor has taxable compensation for the year. Establishing an IRA for a minor may require, among other things, the court appointment of a guardian for the minor's IRA, and other documentation that UBS may request.

If you are a spouse beneficiary or a non-spouse beneficiary that has inherited an IRA, please refer to the description regarding Inherited IRAs in Section E.

Compensation. For purposes of the IRA contribution limits, "compensation" generally includes:
- All the amounts you receive for providing personal services, such as wages, salaries, tips, professional fees, bonuses and commissions.
- Certain earned income from self-employment (including certain partnership income where personal services are a material income-producing factor).
- Any differential wage payments you receive from your employer while performing active-duty military service in the "uniformed services" (e.g., Army, Navy, Marine Corps, Air Force, Coast Guard, National Guard and Public Health commissioned corps) for a period of more than 30 days.
- Untaxed combat pay for members of the US armed forces serving in a combat zone.
- Taxable non-tuition fellowship and stipend payments to pursue graduate or postdoctoral study.

Pension and annuity income; payments of deferred compensation; earnings and profits from property (including, but not limited to, interest and dividends); alimony with respect to divorce or separation instruments executed after December 31, 2018; income from certain partnerships; and any amounts you exclude from income are **not** "compensation."

Maximum Contributions to a Traditional IRA.
The maximum amount you can contribute to all of your Traditional and Roth IRAs for the 2023 tax year is $6,500 (your "Contribution Limit") or 100% of your compensation, if less. If you will be age 50 by the end of the year, you can make an additional "Catch-up" contribution of $1,000 ("Catch-up Limit"). In subsequent years, the Contribution Limit and the Catch-up Limit will be indexed for inflation. If the indexed amount for the catch-up contribution is not a multiple of $100, then the amount will be rounded to the next lower multiple of $100, or such other amount as may be allowed under applicable law.

Certain Repayment Contributions. Certain distributions from an IRA may be contributed (repaid) to the IRA in accordance with IRS rules. Although this payment is optional, you may make these repayment contributions even if they would cause your total annual contributions to the IRA for the year to exceed the limit on IRA annual contributions for that year. Please consult with your personal tax advisor for additional information or if you have questions regarding your eligibility to make any of these special contributions.

- **Qualified Reservist Distribution Repayments**. If you were a member of a reserve component and you were ordered or called to active duty after September 11, 2001, you may be able to contribute (repay) to an IRA amounts equal to any qualified reservist distributions (as defined in Section F on Taxation of IRA Distributions) you received from an IRA. Repayment of qualified reservist distributions may be made within two years after your active duty ends. No deduction is permitted for these repayment contributions.

- **Qualified Disaster Distribution Repayments**. If you experience a federally-declared disaster (e.g., certain natural disasters, the COVID-19 pandemic, etc.), and you received qualified disaster distributions (as defined in Section F on Taxation of IRA Distributions) from an IRA, you may be able to contribute (repay) to an IRA the amounts equal to any such distributions. Repayment of qualified disaster distributions may be made within three years after the date of distribution.

- **Qualified Birth or Adoption Distribution Repayments**. If you have a qualified birth or adoption, and you receive a qualified birth or adoption distributions (as defined in Section F on Taxation of IRA Distributions) from an IRA, you may be able to contribute (repay) to an IRA amounts equal to such distributions. Repayment of qualified birth or adoption distributions may be made within three years after the date of distribution.

- **Repayment of Distributions in case of Terminal Illness**. If you are terminally ill (as defined in Section F on Taxation of IRA Distributions) and you receive an early distribution from an IRA, you may be able to contribute (repay) to an IRA amounts equal to such distributions. Repayment of these distributions may be made within three years after the date of distribution.

- **Repayment of Distributions in case of Domestic Abuse**. If you are a domestic abuse victim, and you receive a distribution in case of domestic abuse (as defined in Section F on Taxation of IRA Distributions) from an IRA, you may be able to contribute (repay) to an IRA amounts equal to such distributions. Repayment of these distributions may be made within three years after the date of distribution.

- Repayment of Distributions in case of Personal Emergencies. If you receive a distribution for purposes of paying emergency personal expenses (as defined in Section F on Taxation of IRA Distributions) from an IRA, you may be able to contribute (repay) to an IRA amounts equal to such distributions. Repayment of these distributions may be made within three years after the date of distribution.

Tax-Deductible Contributions to a Traditional IRA. Your ability to deduct all or a portion of your Traditional IRA contributions depends on whether you (and/or your spouse) are an active participant in an employer's retirement plan, your income, and your federal income tax filing status.

The IRS Form W-2, Wage and Tax Statement, that you receive from your employer after the end of the year indicates whether you are an active participant in your employer's retirement plan. (If you are uncertain, ask your employer or the plan administrator.)

Full Deduction. You (and your spouse) may deduct the entire amount contributed to a Traditional IRA if you are:
- Married (filing jointly or separately) and neither you nor your spouse is an active participant for any part of the year in an employer's retirement plan.
- Single (including if you file head of household or qualifying widower) and you are not an active participant for any part of the year in an employer's retirement plan.

Deduction Limits. You may be entitled to a full deduction, partial deduction or no deduction at all if you are (or your spouse is) an active participant in an employer's retirement plan, depending on your income and federal income tax filing status. Your deduction begins to decrease when your Modified Adjusted Gross Income (MAGI) rises above a certain amount and is eliminated altogether when it reaches a stated higher amount (the MAGI range over which your deduction decreases is referred to as the "phaseout range"). You MAGI may include income in addition to your compensation such as interest, dividends, and income from IRA distributions if the amount represents distributions of deductible IRA contributions. You may determine your MAGI using IRS Form 1040 and the instructions.

In general, if your MAGI is below the phaseout range provided in the following tables, Traditional IRA contributions will be fully deductible; if your MAGI is within the phaseout range, Traditional IRA contributions will be partially deductible; and if your MAGI is above the phaseout range, Traditional IRA contributions will not be deductible. For tax years after 2023, the MAGI phaseout ranges may be adjusted for inflation.

Table 1—Phaseout range if you *are* an active participant in an employer's retirement plan.

Tax Year	Single or Head of Household	Married Filing Jointly or Qualifying Widow(er)	Married Filing Separately
2023 MAGI	$73,000 – $83,000	$116,000 – $136,000	$0 – $10,000

Table 2—Phaseout range if you *are not* an active participant in an employer's retirement plan, but your spouse is.

Tax Year	Married Filing Jointly	Married Filing Separately
2023 MAGI	$218,000 – $228,000	$0 – $10,000

Special Rules.
- If your MAGI is within (but not over) the phaseout range, and you calculate a reduced contribution limit of more than $0, but less than $200, you are entitled to use a minimum deductible Traditional IRA contribution of $200.
- For purposes of applying the phaseout rule, you are treated as being single for the year if you are married, file separate tax returns and did not live with your spouse at any time during that year.

Non-Deductible Contributions to a Traditional IRA. You may make non-deductible contributions to a Traditional IRA up to the Contribution Limit plus the Catch-up Limit, if applicable, or 100% of your compensation, whichever is less, regardless of whether you are an active participant in an employer's retirement plan.

In the case of a Traditional and Spousal IRA (defined below), you may contribute the lesser of the sum of the Contribution Limit plus Catch-up Limit, if applicable, for each spouse or the combined taxable compensation for both spouses. The maximum non-deductible contribution that you may make to your Traditional or Spousal IRA is equal to the difference between your total allowable contributions and the amount of your deductible contributions, if any. Additionally, in the case of both Traditional and Spousal IRAs, each spouse can make a contribution up to the current limit; however, the total of your combined contributions cannot be more than the taxable compensation reported on your joint return. If your taxable compensation is less than your spouse's, you can contribute the lesser of (i) the annual limit or (ii) the total compensation of both spouses reduced by (a) your spouse's IRA contribution for the year and (b) any contributions for the year to a Roth IRA on behalf of your spouse.

If you received difficulty of care payments (i.e., a type of income to caregivers), those amounts may increase the amount of non-deductible IRA contribution you can make to your IRA. The increase to the non-deductible contribution limit equals the lesser of (i) the amount of difficulty of care payments excluded from gross income, or (ii) the amount by which the deductible limit for IRA contributions exceeds the amount of your compensation included in gross income for the tax year.

Non-deductible contributions to your IRA may include repayments of qualified reservist distributions. See Section C for additional information on these repayments.

Simplified Employee Pension (SEP) Contributions. A Traditional IRA may be established as part of a SEP arrangement (referred to as a SEP IRA) that allows your employer to make contributions to the employer's own SEP IRA (if any) and the SEP IRAs of the employer's participating employees. If you are a participant in a SEP arrangement, the SEP rules permit the employer sponsoring the SEP to contribute up to 25% of your compensation (which is generally limited to $330,000 for 2023) or $66,000 for 2023, whichever is less, to your Traditional IRA. For tax years after 2023, the maximum SEP IRA contribution may be adjusted for inflation. Also, you can make annual IRA contributions to your SEP IRA, up to the maximum annual limit (for 2023, $6,500 or, if age 50 or over, $7,500). However, the amount of this contribution that can be deducted on your tax return may be reduced or eliminated due to your participation in the SEP IRA. If your employer has adopted a SEP arrangement, your employer will give you further information about this kind of employer plan.

Maximum Contributions to a Roth IRA. The maximum amount you may contribute to all of your Roth IRAs in any taxable year is the lesser of:
- The Contribution Limit ($6,500 for 2023 and indexed thereafter) plus the Catch-up Limit ($1,000 for 2023 and indexed thereafter), if applicable, minus the amount of all contributions (other than employer contributions under a SEP or SIMPLE) made for the tax year to all other IRAs (other than Roth IRAs); or
- The compensation that can be included in your gross income, minus the amount of all contributions (other than employer contributions under a SEP or SIMPLE) made for the tax year to all other IRAs (other than Roth IRAs).

The maximum amount you may contribute to a Roth IRA for any tax year also depends upon the amount of your MAGI and your tax return filing status. (Your MAGI for Roth IRA purposes is the same as your MAGI for Traditional IRA purposes, except that it does not include any income resulting from the conversion of a Traditional IRA to a Roth IRA.) You may make a contribution to a Roth IRA regardless of whether you or your spouse is an active participant in an employer's retirement plan (subject to the income restrictions below).

Phaseout Range

Tax Year	Married Filing Jointly or Qualified Widow(er)	Single or Head of Household
2023 MAGI	$218,000 – $228,000	$138,000 – $153,000

- If you are married filing a joint income tax return, and you and your spouse have MAGI for the 2023 tax year in excess of $228,000, you may not make any contribution to a Roth IRA for that year. Your maximum contribution is subject to reduction if your MAGI exceeds $218,000.
- If you are a qualifying widow(er) and have MAGI for the 2023 tax year in excess of $228,000, you may not make any contribution to a Roth IRA for that year, and your maximum contribution is subject to reduction if your MAGI exceeds $218,000.
- Single taxpayers and heads of household cannot make any contribution to a Roth IRA for the 2023 tax year if their MAGI for that year exceeds $153,000, and such taxpayer's maximum contribution will be reduced if MAGI exceeds $138,000.
- Married individuals filing separate returns cannot make any contribution to a Roth IRA for the tax year if their MAGI for that year exceeds $10,000 and is reduced for MAGI below $10,000.

For tax years after 2023, the MAGI phaseout ranges may be adjusted for inflation.

Like the special rules for deductible Traditional IRA contributions:
- If your MAGI is within the phaseout range, and you calculate a reduced contribution limit of more than $0, but less than $200, you are entitled to make a minimum Roth IRA contribution of $200.
- You are treated as being single, for a tax year, if you are married, file separate tax returns for the year and did not live with your spouse at any time during that year.

Simplified Employee Pension (SEP) Roth Contributions. If or when UBS so permits, you may elect to designate a SEP IRA as a SEP Roth IRA in accordance with Section 408(k)(7) of the Code and any applicable IRS Regulations. Any Roth contributions to the SEP IRA would then be made in accordance with UBS procedures. An additional account may have to be opened to facilitate this election.

Saver's Tax Credit/Saver's Match. If eligible, you may be able to claim a "Saver's Tax Credit" for annual contributions to a Traditional IRA or Roth IRA. The credit (which is in addition to any tax deduction) is limited to a percentage (between 10% and 50% depending on your adjusted gross income (AGI) and filing status) of your IRA contribution up to a maximum of $2,000 for each taxable year (4,000 for joint filers), which will result in a tax credit of up to $1,000 for a year ($2,000 for joint filers). This IRA contribution amount is reduced by certain IRA distributions made during the year. For 2023, the credit applies if your AGI was less than or equal to:
- $73,000 for married filing jointly
- $54,750 for head of household
- $36,500 for single, married filing separately or qualifying widow(er).

These income limits may be adjusted annually for inflation. The credit is available only to individuals age 18 and older who are not students and who are not individuals for whom a dependency exemption is allowed to another taxpayer. You may request that any federal income tax refund attributed to the Saver's Tax Credit be directly deposited into your IRA. See IRS Publication 590-A for more information on Modified AGI for purposes of the Saver's Tax Credit.

Beginning in 2027, the Saver's Tax Credit will be replaced with a government paid matching contribution (a "Saver's Match"). Under this program, you may be eligible to receive a "matching contribution" paid by the government that may be deposited directly into your Traditional IRA. The match will be equal to 50% of the first $2,000 contributed to your eligible retirement accounts. The amount of the match will be phased out based on your income level. If your matching contribution is less than $100, you may elect to have the match applied against your tax liability instead of being deposited into your retirement account. The matching credit will not count towards your annual contribution limit. The IRS will likely provide additional information regarding this credit in future IRS publications. If you believe that you may be eligible for the Saver's Tax Credit or Saver's Match, contact your tax adviser for more information.

Inherited IRA Funded with Inherited IRA Amounts. If you inherit an IRA from anyone other than your deceased spouse, you cannot treat the IRA as your own and you cannot make any contributions to the inherited IRA or roll over any amounts into or out of the inherited IRA. You may directly transfer amounts from one inherited IRA to another inherited IRA of the same type (including an inherited IRA held at another financial institution) established in the name of the same deceased IRA owner for the benefit of you as beneficiary.

Inherited IRA Funded with Employer's Retirement Plan Amounts. If you inherit certain amounts from a deceased individual's employer's retirement plan, you may make a direct transfer from the plan to an inherited IRA established to receive the transfer on your behalf in the name of the deceased individual for your benefit as beneficiary. You cannot treat the inherited IRA as your own and you cannot make any contributions to the inherited IRA. If you are a spouse and inherit amounts from your deceased spouse's retirement plan, you may make a direct transfer from the plan to your own IRA.

Spousal IRA. If you and your spouse file a joint income tax return, you can set up and contribute to a Traditional IRA or a Roth IRA for your spouse, whether or not your spouse has compensation. This arrangement is sometimes called a Spousal IRA. You cannot, however, set up one IRA that you and your spouse own jointly, so you and your spouse must use separate IRAs. To establish a Spousal IRA at UBS, separate IRA account opening documents must be completed by you and your spouse. Also, you cannot roll over assets from your IRA to your spouse's IRA.

The total combined contributions you can make to your IRA and a Spousal IRA for the 2023 tax year is the lesser of:
- $13,000 plus the amount of any Catch-up Contribution for you and/or your spouse if you and/or your spouse is age 50 or older by the end of the year, or
- The combined compensation for you and your spouse for the year.

In most cases, you can divide your IRA contributions between your IRA and the Spousal IRA in any way you choose, as long as you do not contribute more than the Contribution Limit plus the Catch-up Limit, if applicable, to either your IRA or your spouse's Spousal IRA.

If you or your spouse were covered by an employer retirement plan at any time during the year for which contributions were made, your ability to make deductible contributions to your Traditional Spousal IRA may be limited depending on your tax filing status and your modified adjusted gross income. Your deduction may also be affected by any social security benefits you received. Refer to the subsection on "Tax-Deductible Contributions to a Traditional IRA" above and IRS Publication 590-A for more details regarding the deduction limitation.

Making Contributions.

- You must make all contributions (other than rollovers or transfers) to your IRA in cash. You cannot make an IRA contribution consisting of property that you already own or that you have an option to buy.
- You must generally make all contributions to your IRA by the due date (not including any extensions) for filing your federal income tax return for the year, which is on or around April 15th. If you are making a contribution to your IRA that is to be attributed to a prior year, you must inform UBS of that fact.
- You may make a contribution to your Traditional or Roth IRA by directing that all or a portion of your federal income tax refund be directly deposited into your account by completing IRS Form 8888.

Excess Contributions.

- If you contribute amounts to either your Traditional IRA or your Roth IRA over the maximum amount you are allowed to contribute in a given tax year, that excess amount will be considered an excess contribution.
- You are generally subject to a non-deductible excise tax of 6% on the excess contribution for each year it remains in the IRA. The statute of limitations for excess contributions to an IRA is generally six years from the date you file an individual tax return; however, certain exceptions to the six-year statute of limitations apply.
- You may avoid the 6% excise tax if you make a corrective distribution (i.e., withdraw the excess contribution and any earnings attributable to the excess contribution) before the due date (plus extensions) for filing your federal income tax return for the tax year for which the excess contribution was made.
- If you are under age 59½ and you make a corrective distribution before the due date (plus extensions) for filing your federal income tax return for the tax year for which the excess contribution was made, the amounts distributed are not subject to the 10% early distribution penalty tax.
- You should not take a deduction for the excess contribution (in the case of a contribution to a Traditional IRA).
- The earnings attributable to the excess contributions are included in your taxable income for the tax year in which the excess contribution was made.
- If you make a corrective distribution after the due date for filing your federal income tax return plus extensions for the year for which the contribution was made, the excess contributions may be subject to the 6% excise tax.

If you timely filed your tax return without withdrawing the excess contribution, you may still correct an excess contribution by withdrawing the amount of the excess contribution. In the case of a Roth IRA, the withdrawal is not taxable. In the case of a Traditional IRA, this withdrawal of the excess contribution will not be included in income (or subject to any 10% early distribution penalty tax) if:

- Your aggregate annual contributions to all IRAs do not exceed the Contribution Limit plus the Catch-up Limit, if applicable, and
- In the case of a Traditional IRA contribution, you took no deduction for the excess amount or you file an amended return (Form 1040X) which removes the excess deduction. Otherwise, in the case of a Traditional IRA, any excess contribution withdrawn will be included in your income in the year withdrawn and may be subject to the 10% early distribution penalty tax (in addition to the 6% penalty mentioned above).

Finally, excess contributions to a Traditional IRA, while not deductible in the year in which they were made, may be deducted in a subsequent year to the extent that you contribute less than the maximum allowable amount during that year. This method allows you to avoid an actual withdrawal and, as the prior excess contribution is reduced or eliminated, the 6% excise tax will be correspondingly reduced or eliminated for subsequent tax years. The excess contribution amount is still subject to the 6% excise tax for each year the excess amount remains in the IRA until applied to future years.

D. Transfers and Rollovers; Rollover chart

This Section D describes the tax rules on IRA rollovers and transfers. For your convenience, a chart summarizing the rollover rules applicable to IRAs prepared by the IRS (and available on the IRS website irs.gov/pub/irs-tege/rollover_chart.pdf) appears at the end of this section.

Traditional IRAs

Transfers to and from Traditional IRAs.

If you move funds directly to or from your IRA with one trustee or custodian to the same type of IRA with another trustee or custodian, it is a tax-free transfer, not a rollover, and is not affected by the 12-month waiting period between rollovers discussed below. You may transfer your Traditional IRA to UBS by instructing the trustee/custodian of your present Traditional IRA to transfer all (or a portion) of the Traditional IRA balance to us or by completing a Transfer Form that you can obtain from your Financial Advisor. A transfer incident to divorce is another type of tax-free transfer.

Rollovers to and from Traditional IRAs.

If you request a withdrawal from an existing IRA that is issued directly to you rather than to a successor trustee or custodian, the amount ultimately deposited into the IRA is considered a rollover subject to the rules discussed below.

- Rollovers, which are typically tax-free movements of money or property, are generally permitted between a Traditional IRA, a qualified employer plan, a 403(b) tax-sheltered annuity or custodial account, or a government-sponsored 457 deferred compensation plan (collectively, these plans are referred to here as "eligible retirement plans") and a Traditional IRA.
- Rollovers are generally also permitted from an eligible retirement plan directly to a Roth IRA. Any amount rolled over is subject to the same rules for converting a Traditional IRA into a Roth IRA, which are described below under the heading "Conversions to a Roth IRA."
- Distributions of non-deductible contributions from your Traditional IRA may be rolled over into another Traditional IRA, but not to an eligible retirement plan.
- Distributions of after-tax amounts from an eligible retirement plan generally may be rolled over into a Traditional IRA or another eligible retirement plan of the same type, subject to UBS internal procedures.
- Except as otherwise permitted by applicable law, you are only permitted to make one roll over between your IRAs in a 12-month period. The 12-month period starts on the date on which you receive the distribution from the IRA. The one rollover per 12-month period applies to all of your IRAs together (and not each IRA individually), including your Traditional and Roth IRAs.
- A rollover of a distribution from an eligible retirement plan to an IRA or a trustee-to-trustee transfer directly between IRAs does not affect your ability to roll over a distribution from one IRA to another IRA in the same 12-month period.
- You may roll over, on a tax-free basis, all or part of a distribution to you of cash or property from a traditional IRA or an eligible retirement plan, as long as you roll over the distribution within 60 days after the day you receive the distribution (assuming the other rollover requirements are met). Distributions of property from an eligible retirement plan may be sold and the proceeds rolled over tax-free. **However, the same property as is distributed from an IRA, and not the proceeds, must be rolled over to the other IRA.**

When you receive a distribution from an eligible retirement plan, the plan administrator is required to inform you in advance how to complete a rollover from the eligible retirement plan to your Traditional IRA.

- Generally, you are permitted to instruct the plan administrator of the eligible retirement plan to roll over the distribution directly to the Traditional IRA, or the plan administrator can issue you a check which should be made payable to UBS (for your benefit) and direct you to deliver that check to UBS.

- You can still roll over within 60 days a distribution payable to you from an eligible retirement plan. However, the plan administrator generally is required to withhold 20% of the distribution as federal tax. In that case, you may roll over the entire amount of the distribution you were eligible to receive, using other monies to replace the 20% of the income tax withheld. If you do not replace the 20% of the distribution withheld as income tax, you can roll over only the 80% of the distribution that you actually received and pay income taxes on the 20% of the distribution withheld. Amounts withheld count as a distribution so may be subject to the 10% early distribution penalty.

Special Rollover Rules

- Generally, you cannot roll over a distribution from an eligible retirement plan if it is:
  1. A distribution made to you as part of a series of periodic payments made over your or over your and your beneficiary's lifetime or over a period of ten years or more.
  2. A distribution made to you on account of hardship.
  3. If you have not already taken your RMD in a given year, a distribution that is equal to the RMD for that year from an eligible retirement plan or an IRA, i.e., RMDs are taken before a rollover is allowed. (The plan administrator of your eligible retirement plan should be able to tell you what portion of your distribution can be rolled over to a Traditional IRA.)

- If you (as a spouse or former spouse) receive a distribution from an eligible retirement plan that results from a qualified domestic relations order, you may be able to roll over all or part of the distribution into a Traditional IRA.
- You may (in a direct rollover) transfer amounts for which you are a beneficiary under an eligible retirement plan or transfer amounts for which you are a beneficiary under an IRA (other than amounts that constitute an RMD for that year) even if you are not the surviving spouse of the participant in the eligible retirement plan or IRA. However, the IRA will be treated as an "inherited IRA." An inherited IRA may be transferred from another custodian to UBS, but its assets may not be rolled over into your own IRA (unless you are the spouse of the deceased).
- You cannot roll over distributions from a SIMPLE IRA to a Traditional IRA until two years have elapsed since you first participated in your employer's SIMPLE plan.
- You can change SEP salary reduction contributions into a Traditional IRA. The rules applicable to Traditional IRA rollovers apply to SEP IRAs. Although a SEP IRA can receive employer contributions, you may rollover amounts between a SEP IRA and a Traditional IRA. The rules applicable to Traditional IRA rollovers apply to SEP IRAs.

Roth IRAs

Roth IRA Rollovers and Transfers. The same rules that permit transfers or rollovers of assets from one Traditional IRA to another Traditional IRA apply to permit transfers or rollovers from one Roth IRA or designated Roth account in an eligible retirement plan to a Roth IRA.

Rollover of Military Death Gratuity and SGLI Payments. If you received a military death gratuity or Servicemembers' Group Life Insurance (SGLI) payment with respect to a death from injury that occurred after October 6, 2001, you can contribute (roll over) all or part of the amount received to your Roth IRA, provided the rollover is completed before the end of the one-year period beginning on the date you received the payment. The 12-month waiting period between rollovers does not apply. For more information on these types of rollovers, see IRS Publication 590-A or consult your personal tax advisor.

- **Conversions to a Roth IRA.** You may convert (roll over) amounts from a Traditional IRA or any eligible retirement plan to a Roth IRA. Below is a summary of the rules governing conversions.

- The conversion is subject to the same rules as a rollover from one Traditional IRA to another Traditional IRA (i.e., the rollover must be completed within 60 days and RMDs cannot be converted), but the 12-month waiting period between rollovers does not apply.
- Unlike a rollover from one Traditional IRA to another Traditional IRA, the amount rolled over from your Traditional IRA or any eligible retirement plan to your Roth IRA will be subject to income tax (except for any non-deductible contributions rolled over from the Traditional IRA and after-tax contributions rolled over from an eligible retirement plan).
- The 10% early distribution penalty tax will not apply to the amount rolled over from the Traditional IRA or eligible retirement plan as long as the rollover is completed within the 60-day period. However, any tax paid by the Traditional IRA could be subject to the 10% early distribution penalty if you are under age 59½.
- You can also convert an amount in your SIMPLE IRA to a Roth IRA but only after the 2-year period beginning on the date you first participated in your employer's SIMPLE Plan
- A beneficiary of an IRA owner or eligible retirement plan may be allowed to make a Roth IRA conversion.
  - If an eligible retirement plan permits rollovers to be made to a Roth IRA by a non-spouse beneficiary, the rollover must be made by a direct trustee-to-trustee transfer to an inherited Roth IRA in the name of the decedent with the non-spouse beneficiary as the beneficiary. A non-spouse beneficiary may not elect to treat the Roth IRA as his or her own after converting amounts from an eligible retirement plan.
  - A surviving spouse beneficiary may convert a non-Roth IRA or eligible retirement plan amount to a Roth IRA if the surviving spouse elects to treat the Roth IRA as his or her own.
  - A non-spouse beneficiary cannot convert amounts from a non-Roth IRA to a Roth IRA.
- IRA owners and beneficiaries may not recharacterize conversion contributions.
- If you are a participant or the beneficiary (spousal or non-spousal) of a participant in an eligible retirement plan, and you elect to have a distribution from the plan paid as a direct rollover to a Roth IRA, the distribution will not be subject to the 20% mandatory withholding tax. However, even if a direct rollover is elected, you and the plan administrator may enter into a voluntary withholding agreement.

Special Roth-related situations within qualified employer retirement plans. If you are a participant in a qualified employer 401(k) plan, the plan may allow you to make Roth contributions under a "qualified Roth contribution program," according to Section 402A of the Code.

- The Roth contributions, and any earnings, will be held in a designated Roth account established for you under the 401(k) plan.
- You may roll over to a Roth IRA all or a portion of any distribution you receive from your designated Roth account. You may complete the rollover by instructing the plan administrator of the 401(k) plan to make a direct rollover of the desired amount from the designated Roth account to the Roth IRA.
- Alternatively, the plan administrator can issue you a check in the desired amount payable to UBS (for your benefit) and direct you to deliver that check to UBS.
- If the distribution from the designated Roth account is paid directly to you, you may roll over the desired amount to the Roth IRA within 60 days after the day you receive the distribution. When the distribution is paid directly to you, the plan administrator generally is required to withhold 20% of the taxable portion of the distribution as income tax, and you must use other monies to replace the amount withheld, if you wish to roll over that amount.

- Any rollover of a distribution from a designated Roth account is not counted in applying the "one rollover per year" rule.

If you are a participant in a qualified employer plan and have been making contributions to a "deemed Roth IRA" under Section 408(q) of the Code (as opposed to a designated Roth account under Section 402A of the Code), then you may roll over to a Roth IRA all or a portion of any distribution you receive from that deemed Roth IRA. You must complete the rollover within 60 days after the day you receive the distribution, and no tax withholding is required on the distribution. The rollover of the distribution is counted in applying the "one rollover per year" rule. A "deemed Roth IRA" is a Roth IRA attached as a separate account to an employer-sponsored retirement plan.

Whether a distribution from a designated Roth account or a deemed Roth IRA under a qualified employer plan is taxable or tax-free is determined under rules which are similar to the tax rules discussed below for Roth IRA distributions. Generally, to the extent that the distribution is taxable, the tax can be deferred by rolling over the distribution to a Roth IRA.

Recharacterization of IRA Contributions
If you make an annual contribution to one type of IRA for a taxable year, you may recharacterize all or any part of that contribution as a contribution to a different type of IRA (assuming you were eligible to make a contribution of that amount to that type of IRA).

To recharacterize a contribution, you generally must transfer that contribution (or the part you want to recharacterize) plus the earnings allocable to that contribution from the one type of IRA to the other. You must make that transfer by the due date (including extensions) for filing your income tax return for the taxable year. If you have timely filed your tax return, you have an automatic 6-month extension to recharacterize a contribution.

- If you have converted an amount from a Traditional IRA or an eligible retirement plan to a Roth IRA, you may not recharacterize the amount converted.
- You may not recharacterize tax-free transfers to an IRA or excess contributions from prior years.
- An amount converted from a SEP IRA or SIMPLE IRA to a Roth IRA may not be recharacterized as a contribution to a SEP IRA or SIMPLE IRA, including the original SEP IRA or SIMPLE IRA.
- You cannot recharacterize employer contributions under a SEP or SIMPLE to another IRA.
- If you are recharacterizing a contribution you originally made to a Traditional IRA as made to a Roth IRA, no deduction is allowed with respect to the amount transferred from the Traditional IRA.

A recharacterization is not a rollover, so it is not subject to withholding nor is it subject to the rule limiting rollovers to once every year.

If you want to recharacterize a contribution between IRAs, IRS Regulations require you to provide an irrevocable written notice to the custodian of your IRAs of your election to recharacterize a contribution. If UBS is the custodian of both your IRAs, you should contact your Financial Advisor who can provide you with the requisite form of notice.

Rollovers from 529 College Savings Accounts
Beginning January 1, 2024, beneficiaries of 529 college savings accounts will be allowed to do a tax-free rollover of up to a lifetime maximum of $35,000 to a Roth IRA, provided:
– The Roth IRA is in the name of the 529 beneficiary;
– The 529 plan has been open for at least 15 years; and
– The amount rolled over does not include 529 contributions (and earnings on those contributions) made in the preceding 5-year period.

Rollover Chart

ROLL FROM \ ROLL TO	Roth IRA	Traditional IRA	SIMPLE IRA	SEP IRA	Governmental 457(b) plan	Qualified plan[1] (pre-tax)	403(b) plan (pre-tax)	Designated Roth Account (401(k), 403(b) or 457 (b))
Roth IRA	Yes[2]	No	No	No	No	No	No	No
Traditional IRA	Yes[3]	Yes[2]	Yes[2, 7], after 2 years	Yes[2]	Yes[4]	Yes	Yes	No
SIMPLE IRA	Yes[3], after 2 years	Yes[2], after 2 years	Yes[2]	Yes[2], after 2 years	Yes[4], after 2 years	Yes, after 2 years	Yes, after 2 years	No
SEP IRA	Yes[3]	Yes[2]	Yes[2, 7], after 2 years	Yes[2]	Yes[4]	Yes	Yes	No
Governmental 457(b) plan	Yes[3]	Yes	Yes[7], after 2 years	Yes	Yes	Yes	Yes	Yes[3, 5]
Qualified plan[1] (pre-tax)	Yes[3]	Yes	Yes[7], after 2 years	Yes	Yes[4]	Yes	Yes	Yes[3, 5]
403(b) plan (pre-tax)	Yes[3]	Yes	Yes[7], after 2 years	Yes	Yes[4]	Yes	Yes	Yes[3, 5]
Designated Roth Account (401(k), 403(b) or 457 (b))	Yes	No	No	No	No	No	No	Yes[6]

[1] Qualified plans include, for example, profit-sharing, 401(k), money purchase, and defined benefit plans.
[2] Only one rollover in any 12-month period.
[3] Must include in income.
[4] Must have separate accounts.
[5] Must be an in-plan rollover.
[6] Any nontaxable amounts distributed must be rolled over by direct trustee-to-trustee transfer.
[7] Applies to rollover contributions after December 18, 2015.

The amount rolled over is subject to, and counts against, the annual Roth IRA contribution limit. The IRS will likely provide additional information regarding 529 rollovers in future IRS publications. If you have questions or need more information, contact your tax adviser.

E. Inherited IRAs

If you inherit an IRA from your spouse and you are considered the sole beneficiary of your spouse's IRA, you may make an irrevocable election to treat the inherited IRA as your own IRA by transferring it over into your own IRA in accordance with our procedures. If you fail to take any required minimum distribution as a beneficiary, or, if you make a contribution to the account, you will be deemed, in accordance with our procedures, to have made an election to treat the inherited IRA as your own IRA.

If you inherit an IRA from your spouse and you are not considered the sole beneficiary or you inherit an IRA from someone other than your spouse, you cannot elect to treat the inherited IRA as your own and you cannot make any contributions of any kind to the inherited IRA or roll over any amounts into the inherited IRA. In addition, you may not roll over any amounts from an inherited IRA to your own IRA, unless you inherited the IRA from your spouse. You may, however, make direct transfers from other IRAs of the same type attributable to the same decedent.

If you are one of multiple beneficiaries of an inherited IRA, you may elect to establish separate inherited IRAs, provided such election is made no later than December 31st of the year following the year of the IRA owner's death and is made in accordance with UBS procedures and applicable law. Thereafter, each beneficiary will be treated as the sole designated beneficiary of their respective inherited IRA for purposes of calculating RMD payments. See Section G for additional information about multiple beneficiaries.

If you inherit certain amounts from a deceased individual's employer's eligible retirement plan, you may make a direct transfer of an eligible rollover distribution from the plan to an inherited Traditional IRA or a taxable transfer/conversion contribution of an eligible rollover distribution from the plan to an inherited Roth IRA. In addition, you may make a non-taxable rollover contribution of an eligible rollover distribution from the plan that consists of amounts held under the plan in a designated Roth account to an inherited Roth IRA.

The inherited IRA must be established and maintained in the name of the deceased IRA owner or deceased plan participant (as applicable) for your benefit, as beneficiary.

If you take a distribution from an inherited Traditional IRA, the distribution will generally be includible in your gross income. If you take a distribution from an inherited Roth IRA that is not a "qualified distribution," (as discussed in Section F below) the distribution will generally be includible in your gross income in the same manner as it would have been included in the decedent's income if he or she had taken the distribution while alive.

F. Taxation of IRA Distributions

Traditional IRA Distributions. If you never made any non-deductible contributions or rolled over any after-tax contributions from an employer's qualified plan to a Traditional IRA, all amounts distributed to you from a Traditional IRA are taxable at ordinary income tax rates in the tax year that you receive them. Neither the special lump-sum distribution provisions nor capital gains treatment apply.

If you have made any non-deductible contributions or rolled over any after-tax contributions from an employer's qualified plan to any of your Traditional IRAs, a portion of the subsequent distributions out of any Traditional IRA (whether or not it is the Traditional IRA to which you made the non-deductible contribution or rolled over the after-tax contributions) is not taxable. This taxability is based upon the ratio of the sum of the unrecovered non-deductible contributions and the after-tax contributions rolled over to the total value at the end of the year of all your Traditional IRAs plus any current year distributions.

Early Distribution Penalty Tax. Since the purpose of a Traditional IRA is to accumulate funds for retirement, if you are under age 59½ and receive a distribution from your Traditional IRA, the amount distributed would be considered an "early distribution" subject to a 10% early distribution penalty tax.

Exceptions to the 10% early distribution penalty tax exist if the distribution is made on account of one or more of the following:

- Unreimbursed medical expenses in excess of 7.5% of your adjusted gross income;
- Health insurance premiums (but only if you have been unemployed and collecting unemployment compensation under a federal or state program;
- Qualified higher education expenses;
- A first-time home build, rebuild or purchase ($10,000 lifetime maximum);
- Death;
- Disability (as defined in the Code);
- A series of substantially equal periodic payments over your life expectancy or over the joint life expectancies of you and your beneficiary;
- A timely withdrawal of excess contributions;
- An IRS levy;
- Qualified reservist distribution (as defined below);
- Qualified birth or adoption of child (as defined below; $5,000 maximum per birth or adoption);
- Qualified Coronavirus-related distribution
- Qualified disaster distribution (as defined below; $22,000 maximum per disaster);
- Qualified domestic abuse distributions (as defined below)
- Terminal illness (as defined below); or
- Emergency personal expense distributions (as defined below).

Definitions of Certain Distributions that are not subject to the 10% early distribution penalty tax. In addition, the following distributions may be repaid to your IRA as explained in Section C.

- **Qualified Reservist Distributions**. A qualified reservist distribution is a distribution from an IRA which is made:
  - To a member of a "reserve component" who was ordered or called to active duty for a period in excess of 179 days or for an indefinite period; and
  - During the period between the date of the call to duty and the close of the active-duty period (as long as the order or call to active duty is after September 11, 2001).

  The term "reserve component" includes the Army National Guard of the United States, Army Reserve, Naval Reserve, Marine Corps Reserve, Air National Guard of the United States, Air Force Reserve, Coast Guard Reserve, and the Reserve Corps of the Public Health Service

- **Qualified Birth or Adoption Distributions**. A qualified birth or adoption distribution is a distribution from an IRA that is made during the 1-year period beginning on the date on which your child was born or the date on which the legal adoption of your child was finalized. An eligible adoptee is any individual (other than the child of your spouse) who has not reached age 18 or is physically or mentally incapable of self-support. The maximum amount that you can distribute for each birth or adoption is $5,000. This limit applies on a per individual and per child basis. If you have twins, for example, the maximum amount that you can take as a distribution is $10,000.

- **Qualified Disaster Distributions**. A qualified disaster distribution is a distribution from an IRA which is made:
  - To an individual whose principal place of abode is located in a federally declared major disaster area and who has sustained economic loss by reason of the disaster, and

– After the first day of the federally declared "incident period" with respect to the disaster and within 180 days after the later of the first day of the incident period or the date of the disaster declaration.

- **Distributions in case of Terminal Illness**. If you are terminally ill (i.e., you have been certified by a physician as having an illness or physical condition that can reasonably be expected to result in death in 84 months or less), you may take a distribution from your IRA without penalty.

- **Distributions in case of Domestic Abuse**. Beginning January 1, 2024, a distribution in a case of domestic abuse may be made to a domestic abuse victim during the 1-year period beginning on any date on which the individual is a victim of domestic abuse by a spouse or domestic partner. The individual may withdraw the lesser of $10,000 (indexed for inflation) or 50 percent of the balance of the account. Domestic abuse is generally defined as physical, psychological, sexual, emotional, or economic abuse, including efforts to control, isolate, humiliate, or intimidate the victim, or to undermine the victim's ability to reason independently, including by means of abuse of the victim's child or another family member living in the household.

- **Distributions in case of Personal Emergencies**. Beginning January 1, 2024, you may take a distribution of up to $1,000 from your IRA for purposes of paying emergency personal expenses. Emergency personal expenses are expenses due to unforeseeable or immediate financial needs relating to personal or family emergencies. You may only take one such distribution per year, and if you take an emergency personal expense distribution in a year, you may not take another such distribution during the following three calendar years unless (i) the prior distribution is repaid or (ii) your elective contributions to all plans and annual IRA contributions together equal or exceed the amount of the prior emergency personal expense distribution.

Roth IRA Distributions.

Qualified Roth IRA Distributions. Earnings in a Roth IRA grow tax-deferred. If you receive a distribution from your Roth IRA that constitutes a "qualified distribution," none of the amount distributed (including earnings) will be included in your income or subject to any 10% early distribution penalty tax.

A "qualified distribution" is any distribution that (i) is made after satisfying a five-year holding period <u>and</u> (ii) satisfies one or more of the following:
- Made on or after the date you attain age 59½;
- Paid to a beneficiary after your death;
- Attributable to your being totally and permanently disabled; or
- Disbursed to a qualified first-time home buyer ($10,000 lifetime maximum).

The five-year holding period begins with one of the following:
- The first year for which an annual contribution or a rollover contribution was made to any of your Roth IRAs (including a deemed Roth IRA under a qualified employer plan). For this purpose, a rollover contribution includes a rollover contribution from a designated Roth account under a qualified employer plan.
- The first year in which an amount was converted to any of your Roth IRAs.

The five-year holding period ends on the last day of the fifth year thereafter.

If you received a distribution on account of a federally declared disaster, a qualified Coronavirus-related distribution and certain amounts received in connection with a qualified birth or adoption, or other exception, none of the amount distributed will be subject to the 10% early penalty tax. Such distributions may be repaid to the IRA as explained in Section C.

Nonqualified Roth IRA Distributions. If the distribution from your Roth IRA is not a qualified distribution and includes any of the earnings in your Roth IRA, those distributed earnings will be subject to income tax at the ordinary rates (unless you transferred those earnings to another Roth IRA under circumstances such that it qualified as a rollover) and may be subject to the 10% early distribution penalty tax.

For this purpose, amounts distributed to you from your Roth IRA are treated as coming:
- First, from any annual contributions to the Roth IRA (including a deemed Roth IRA under a qualified employer plan).
- Next, from any taxable amounts converted or rolled over from another IRA (such as a traditional IRA where taxes were paid at the time of conversion).
- Then, from any nontaxable amounts converted or rolled over from an IRA (such as non-deductible after-tax funds in an IRA).
- Finally, from earnings.

For nonqualified distributions consisting of annual contributions, you do not have to pay income taxes or the 10% early distribution penalty tax.

For nonqualified distributions consisting of previously taxed conversion or rollover contributions, you do not have to pay income taxes, but the distributions may be subject to the 10% early distribution penalty tax.

For nonqualified distributions consisting of non-taxable (after tax) rollover and conversion contributions, you do not have to pay income taxes or the 10% early distribution penalty tax.

For nonqualified distributions consisting of earnings, you must pay income taxes and the distributions may be subject to the 10% early distribution penalty tax.

G. Required Minimum Distributions

Required Minimum Distributions During Your Lifetime; Required Beginning Date. If your IRA is a Traditional IRA, you must begin, and are responsible for taking, annual required minimum distributions (RMDs).

- You must take the first RMD by the "required beginning date." The required beginning date ("RBD") is April 1st of the calendar year following the calendar year in which you reach age 73 (or such earlier or later age as may be specified by applicable law). You must take an RMD for each year thereafter that you live. In the year of your death, if your RMD has not been distributed prior to your death, your beneficiaries are responsible for satisfying the RMD.
- You may take more than the RMD amount in any year. If you do take more than your RMD, you cannot treat the excess as part of your RMD for any later year.
- You may take the first RMD by December 31st of the year in which you turn the applicable age as outlined above and this amount will be credited toward the amount that must be distributed by April 1st of the following year.
- The amount to be distributed each year from your Traditional IRA may not be less than the amount obtained by dividing the value of your Traditional IRA as of the preceding December 31st by the distribution period in the IRS's Uniform Lifetime Table, using your age as of your birthday in that year.
- All of your IRAs are considered as a single IRA for RMD purposes, and you may withdraw the total RMD that you owe for a year from any one or more of your IRAs held at UBS and/or at another financial institution.
- If your sole Designated Beneficiary (as defined in Section H) is your spouse and your spouse is more than ten years younger than you, the distribution period is determined under the IRS's Joint and Last Survivor Table, using each of your ages in that year.

- RMDs are not eligible for rollover, whether distributed to you or your beneficiary.
- If the RMD for any year is not distributed, you may be subject to a penalty tax equal to 25% of the amount that should have been distributed to you but remained in your IRA. The penalty tax may be reduced to 10% if you receive a distribution of the outstanding RMD and file a tax return paying the penalty tax before the earliest of (i) the mailing date of a notice of deficiency from the IRS, (ii) the date on which the tax is assessed, or (ii) the last day of the two-year period beginning after the tax year in which you missed the RMD.
- You are not required to take any RMDs from your Roth IRA during your lifetime.

If you are the original IRA owner (i.e., it is not an inherited IRA), UBS will mail you a notice by January 31st for each of your IRAs that we custody and for which you are required to take an RMD. The notice(s) will include a calculation of the RMD amount based on the value, as of December 31st of the preceding year, of each of your Traditional, SEP and SIMPLE IRAs custodied by UBS.

UBS will not distribute your RMD to you unless you request the distribution in accordance with UBS's procedures. Except as directed by guidance issued by the IRS, UBS has no duty, obligation or responsibility to remind you as to these distribution obligations. As a result, UBS will not be liable to you for any tax or penalty imposed for failing to receive any RMD.

Definitions of the Five-Year Rule and the Ten-Year Rule for Required Minimum Distributions from Inherited IRAs

- **The Five-Year Rule**. Beneficiaries subject to the Five-Year Rule must make a full withdrawal of the IRA by December 31st of the fifth calendar year following the calendar year of the IRA owner's death (unless such Rule is later modified in accordance with IRS Regulations). For example, if the IRA owner died in 2021, the account must be fully distributed to the beneficiary by December 31, 2026.

- **The Ten-Year Rule**—Beneficiaries subject to the Ten-Year Rule must take an annual RMD from the IRA based on the beneficiary's life expectancy in each of the nine years following the IRA owner's year of death (if the IRA owner died on or after their RBD) and must fully withdraw the IRA by December 31st of the tenth calendar year following the calendar year of the IRA owner's death (unless such Rule is later modified in accordance with IRS Regulations). For example, if the IRA owner dies in 2023, the individual must take an annual RMD in years 2024 through 2032 and any remaining assets in the IRA must be fully distributed by December 31, 2033.

Multiple Beneficiaries Establishing Separate Inherited IRAs. If you are one of multiple beneficiaries of an inherited IRA, you may make an election to establish separate inherited IRAs, provided such election is made in accordance with UBS procedures and applicable law. An election to establish separate inherited IRAs must be completed by December 31st of the year following the IRA owner's death. UBS will take instructions from beneficiaries to divide the account and split them into separate inherited IRAs, each in the name of the decedent for the benefit of a sole beneficiary and each beneficiary will be treated as the sole designated beneficiary of their respective inherited IRA purposes of calculating RMD payments.

Required Minimum Distributions for Inherited IRAs Received from IRA Owners who died before January 1, 2020.

The general rules applicable to RMDs for Inherited IRAs received from an IRA owner who **died before January 1, 2020** are explained in the prior version of this Disclosure Statement and are summarized below:

- **The IRA is a Traditional IRAs and the IRA owner's death occurred on or after the IRA owner had attained his or her RBD**. The amount in the Traditional IRA is required to be distributed to the beneficiary over the longer of either the IRA owner's remaining life expectancy or the remaining life expectancy of the Designated Beneficiary (as defined in Section H below). If the beneficiary is not a Designated Beneficiary, the Traditional IRA is required to be distributed over the IRA owner's remaining life expectancy.

- **The IRA is a Traditional IRA and the IRA owner's death occurred before the IRA owner had attained his or her RBD; or the IRA is a Roth IRA (regardless of the IRA owner's age at death)**. The IRA is required to be distributed to the beneficiary: (i) if the Designated Beneficiary is other than the IRA owner's surviving spouse, over the remaining life expectancy of the Designated Beneficiary or by the end of the calendar year containing the fifth anniversary of the IRA owner's death, if so elected; (ii) if the sole Designated Beneficiary is the IRA owner's surviving spouse, over the remaining life expectancy of the surviving spouse (beginning by the end of the calendar year following the year of the IRA owner's death or by the end of the year the IRA owner would have attained age 70½ if later) or by the end of the calendar year containing the fifth anniversary of the IRA owner's death, if so elected; and (iii) if the beneficiary is not a Designated Beneficiary, in accordance with the Five-Year Rule.

Required Minimum Distributions for Inherited IRAs Received from IRA Owners who die on or after January 1, 2020.

The general rules applicable to RMDs for Inherited IRAs received from an IRA owner who dies on or after January 1, 2020 are summarized below:

The IRA is a Traditional IRAs and IRA owner's death occurs on or after RBD. If your IRA is an inherited Traditional IRA, you are the original beneficiary and the IRA owner's death occurs on or after the IRA owner's RBD, the amount in your inherited Traditional IRA that is required to be distributed to you will depend on your status and relationship to the IRA owner.

- If you are an Eligible Designated Beneficiary (as defined further below), the amount in your inherited Traditional IRA is required to be distributed to you over the longer of either the IRA owner's remaining life expectancy or your remaining life expectancy.
- If you are the IRA owner's minor child receiving life expectancy distributions, once you reach 21 years of age, any interest that remains in your inherited IRA is subject to a modified Ten-Year Rule, where annual RMDs must be taken from the IRA based on your life expectancy in each of the nine years following the calendar year in which you reach age 21 and the remaining interest must be fully distributed to you by the end of the tenth year following the calendar year in which you reach age 21.
- If you are an individual, but you are not an Eligible Designated Beneficiary, your inherited Traditional IRA is required to be distributed in accordance with the Ten-Year Rule. Beneficiaries who are subject to the Ten-Year Rule must take an annual RMD from the IRA based on the beneficiary's life expectancy in each of the nine years following the IRA owner's year of death and must fully withdraw all amounts in the IRA by December 31st of the tenth calendar year following the calendar year of the IRA owner's death. For example, if the IRA owner dies in 2023, the beneficiary must take an annual RMD in years 2024 through 2032 and any remaining assets in the IRA must be fully distributed by December 31, 2033.
- If there is no Designated Beneficiary (meaning the beneficiary is an entity such as an estate or charity), the IRA must be distributed over the IRA owner's remaining life expectancy determined in the year of the Client's death.

The IRA is a Traditional IRAs and the IRA owner's death occurs before RBD; or the IRA is a Roth IRA (regardless of the IRA owner's age at death. If your IRA is an inherited Traditional IRA, you are the original beneficiary and the IRA owner's death occurs before the IRA owner's RBD, or you have an inherited Roth IRA (regardless of the IRA owner's age at death), your inherited IRA is required to be distributed to you, as beneficiary, as follows:

- If you are an Eligible Designated Beneficiary, but are not the surviving spouse of the decedent, the amount in your inherited IRA is required to be distributed to you over your remaining life expectancy or by the end of the calendar year containing the tenth anniversary of the decedent's death, if so elected. If you are the decedent's minor child receiving life expectancy distributions, once you reach 21 years of age, any interest that remains in your inherited IRA is subject to a modified Ten-Year Rule, where annual RMDs must be taken from the IRA based on your life expectancy in each of the nine years following the calendar year in which you reach age 21 and the remaining interest must be fully distributed to you by the end of the tenth year following the calendar year in which you reach age 21.
- If you are considered the sole Designated Beneficiary and you are the decedent's surviving spouse, the amount in your inherited IRA is required to be distributed to you over your remaining life expectancy (beginning by the end of the calendar year following the year of the decedent's death or by the end of the year the decedent would have attained age 73, or such other age as may be specified by applicable law (if later) or by the end of the calendar year containing the tenth anniversary of the decedent's death, if so elected.
- If you are an individual, but you are not an Eligible Designated Beneficiary, the amount in your inherited Traditional IRA is subject to the Ten-Year Rule.
- If there is no Designated Beneficiary (meaning the beneficiary is an entity such as an estate or charity), the amount in the inherited Traditional IRA must be distributed by the end of the calendar year containing the fifth anniversary of the decedent's death. This is referred to as the Five-Year Rule.

Required Minimum Distributions When A Beneficiary Dies

If you are a Successor Beneficiary (as described further below), you must generally continue to take required minimum distributions after the deceased beneficiary's death. Successor Beneficiaries do not calculate required minimum distributions using their own life expectancies. If you are a Successor Beneficiary designated by an individual who was an Eligible Designated Beneficiary, your interest in the inherited IRA must be fully distributed by the end of the year containing the tenth anniversary of the **Beneficiary's** death. If you are a Successor Beneficiary designated by an individual who was not an Eligible Designated Beneficiary, your interest in the inherited IRA must be fully distributed by the end of the year containing the tenth anniversary of the **original IRA owner's** death.

Your Responsibility for Taking RMDs
UBS will not distribute any RMD to you or your beneficiary, unless you or your beneficiary request that distribution in accordance with UBS's procedures. Except as directed by guidance issued by the IRS, UBS has no duty, obligation or responsibility to calculate the amount that must be distributed from the IRA at any time (unless you specifically request the calculation in accordance with UBS procedures). UBS will not be liable to you or your beneficiary for any tax or penalty imposed for failing to receive any RMD.

H. IRA Beneficiaries

Naming a Beneficiary. Your "beneficiary" is the individual and/or entity designated as such by you during your lifetime on a form or in a manner accepted by UBS. You may name individuals, persons, estates, trusts or entities as beneficiaries. If you reside in a community property state and your spouse is not designated as your primary beneficiary for at least 50% of your IRA assets, your spouse's consent to your beneficiary designation may be necessary for that designation to be effective.

- If your beneficiary designation fails to dispose of all of the assets remaining in your IRA after your death, your beneficiary will be your surviving spouse for the portion not disposed of by such designation.
- If you do not have a surviving spouse, your beneficiary will be your estate for the portion not disposed of by such designation.
- The last beneficiary designation provided on a form or in a manner accepted by UBS before your death will be controlling, whether or not it disposes of all of the assets in your IRA and will supersede all such forms previously filed by you.
- If you designate your spouse as a beneficiary on a form accepted by UBS and you subsequently have a divorce or legal termination of the marriage, your designation of your former spouse will be automatically revoked. You may designate your former spouse as a beneficiary by completing a new beneficiary designation provided in a manner accepted by UBS after the divorce is final or in connection with the divorce proceedings.
- If a beneficiary does not establish an inherited IRA and complete a transfer of the beneficiary's interest in your IRA into the inherited IRA and does not survive you by 120 hours, that beneficiary's interest will be allocated as if the beneficiary predeceased you. If the beneficiary has completed the transfer into their own inherited IRA, but does not survive you by 120 hours, the beneficiary will be deemed to be the beneficiary as of the date of your death.

Designated Beneficiary. A "Designated Beneficiary" for purposes of determining the RMD period is any individual who is designated by you as a beneficiary (as described above) and remains a beneficiary as of September 30th of the calendar year following the calendar year of your death.

- In some cases, as permitted by IRS Regulations, the individual beneficiary of a trust that is designated by you as a beneficiary can qualify as a Designated Beneficiary for purposes of determining the required period for distributions from your IRA.
- If a beneficiary other than an individual or a qualifying trust (e.g., a charity, an estate or a nonqualifying trust) is named as your beneficiary, you will be treated as having no Designated Beneficiary for purposes of determining the required period for distributions from your IRA. Because this type of beneficiary would not have a life expectancy, your beneficiary must take RMDs over your remaining life expectancy or in accordance with the Five-Year Rule as explained in Section G.

The determination of who constitutes a Designated Beneficiary is intended to comply with the rules set forth in Treasury Regulation Section 1.401(a)(9)-4.

Disclaimers. If any beneficiary desires to disclaim all or any portion of his or her interest in the IRA, in addition to any other requirements imposed by applicable local, state or federal law, the beneficiary must deliver to UBS within 9 months of the IRA owner's death (or if later, the beneficiary attaining age 21), a written, notarized statement (e.g., the UBS Disclaimer of Beneficial Interest in a Retirement Account form) or court-filed document reflecting such disclaimer. Once UBS accepts the disclaimer, the beneficiary who disclaimed his or her interest (full or partial) will be treated as if he or she did not survive you. Disclaimers are irrevocable.

Eligible Designated Beneficiary. An Eligible Designated Beneficiary is generally a beneficiary who is a surviving spouse, a "disabled" or "chronically ill" individual, an individual who is not more than 10 years younger than the IRA owner, or a child of the IRA owner who has not reached the age of majority, which for purposes of this definition, means 21 years old. For purposes of this definition, the "disabled" and "chronically ill" status of a beneficiary is determined as of the date of the IRA owner's death. Any individual who claims to be an Eligible Designated Beneficiary may need to provide specific documentation as may be required by applicable law and/or UBS procedures.

Surviving Spouse. If your surviving spouse is the sole Designated Beneficiary of your IRA (including, and to the extent, it is due to separate inherited IRAs being established), your spouse may make an irrevocable election to treat this IRA as if it were the spouse's own IRA by redesignating the IRA (in accordance with UBS procedures) as an IRA in his or her own name (rather than as a beneficiary IRA). Your surviving spouse will be deemed to have made this election in accordance with the terms of the Custodial Agreement and our procedures by contributing any amount to the IRA or by failing to cause an RMD to be made within the required time period.

Qualifying Trusts and Applicable Multi-beneficiary Trusts. You may name a trust as a beneficiary of your IRA. If you name a qualifying trust that meets certain legal requirements (such as a see-through trust that meets the requirements of Treasury Regulation Section 1.401(a)(9)-4), an individual beneficiary of the trust may be treated as a Designated Beneficiary for purposes of the rules governing required minimum distributions.

There are also special tax rules that apply to distributions if you name a trust as the beneficiary of your IRA, the trust has multiple beneficiaries and at least one of those beneficiaries is an Eligible Designated Beneficiary who is disabled or chronically ill. This type of trust is referred to in Sections 401(a)(9)(H)(iv) and (v) of the Code, as an "applicable multi-beneficiary trust." These rules would allow the disabled and chronically ill beneficiaries of the trust to take distributions based on their life expectancy. There are two types of applicable multi-beneficiary trusts, but they operate differently. Refer to IRS Publication 590-B and consult your personal tax advisor for more information on these types of trusts.

UBS will not determine whether a trust meets any legal requirements. Instead, we reserve the right to rely on the certification of an authorized individual, an opinion of counsel, or such other information that we, in our sole discretion, determine is appropriate in accordance with our policies and procedures.

The rules governing trusts named as beneficiaries of IRAs are complex and the designation of a trust that does not meet the applicable legal requirements may impact how required minimum distributions are determined for other beneficiaries. Please consult your personal tax advisor if you are considering naming a trust as a beneficiary of your IRA and you have questions or want to understand the tax consequences of this designation.

Successor Beneficiary. The beneficiaries that you originally designate may, after your death, name a person or persons (referred to as a Successor Beneficiary) who would receive any assets remaining in the IRA upon the death of that original beneficiary. Your original beneficiary must designate any Successor Beneficiaries on a form or in a manner accepted by UBS. If your original beneficiary's designation fails to dispose of all of the assets remaining in the IRA after his or her death, those remaining assets will be paid to your beneficiary's surviving spouse (at the time of his or her death), or if none, then your beneficiary's estate. The designation of a Successor Beneficiary will not change the amount of any RMD, which must still be calculated with respect to your original beneficiary.

Rollover by Non-spouse Beneficiary. If you are a non-spouse beneficiary of an account in an eligible retirement plan and you directly roll over an amount from that account into an IRA, the IRA will be treated as an inherited IRA. The minimum distribution requirements pertaining to distributions if the plan participant dies before or after his or her required beginning date and pertaining to the minimum distribution requirements that would apply to you as the beneficiary, apply to the inherited IRA. Thus, for example, if the plan participant had died before his or her required beginning date under the plan and the Ten-Year Rule had applied to you under the plan, then the Ten-Year Rule applies to the inherited IRA. In that case, all assets of the IRA must be distributed by the end of the tenth calendar year following the year of the plan participant's death. If the life expectancy distribution rule in the Code had applied to you under the plan (or if you had elected to use this rule to determine how much you could roll over to an IRA), then the RMD from the IRA must be determined using the same distribution period as would have been used under the plan if the amount you had rolled over to the IRA had remained in the plan.

Establishment of Inherited IRA. Before your beneficiary may establish an inherited IRA, your beneficiary must furnish UBS with the instruments and documents as may be required by UBS to establish your beneficiary's right to assets in your IRA. If your beneficiary is a minor under applicable state law, UBS procedures may require, among other things, the court appointment of a guardian for the minor's IRA when a legal guardian is not listed in the beneficiary designation that allocated the IRA to the minor beneficiary.

I. Investment of Contributions

Investment Instructions. Unless you enter into a separate written contractual arrangement with UBS providing otherwise, you control the investment and reinvestment of the assets in your IRA. You (or a person properly authorized by you) provide instructions as to the investment of your account directly to your Financial Advisor, who acts as your agent in carrying out these investment instructions.

Permissible Investments.

- You may invest or reinvest all contributions to your IRA in marketable securities that are traded by, or obtainable through, UBS either (i) on a recognized exchange, such as the New York or American Stock Exchange, or (ii) "over-the-counter" in shares of open-end regulated investment companies (mutual funds) or in exchange-traded funds (ETFs).
- You may also invest your IRA in other investments UBS, in its sole discretion, agrees to hold according to its policies and procedures then in effect. Approval by UBS to allow a particular investment to be acquired for, or held in, your IRA may depend upon the receipt of a written agreement from you containing such terms as UBS deems appropriate.
- Certain investments may generate federal unrelated business taxable income resulting in unrelated business income tax that is an expense of, and must be paid from, the IRA. For additional information, see "Unrelated Business Taxable Income (UBTI)" in Section K.
- Before investing your IRA in any permissible tax advantaged investment, you should understand that tax exempt investments, such as municipal bonds, are taxable upon distribution or withdrawal from an IRA (unless the distribution or withdrawal is a tax-free distribution from a Roth IRA or a return of your basis in an IRA). Therefore, interest on these investments that would be tax exempt if held outside an IRA will generally be taxable on distribution when purchased in an IRA. You should consult your tax advisor before investing your IRA in a tax advantaged investment.
- UBS reserves the right to revoke its decision to allow any particular investment to be held in your IRA upon notice to you. UBS will have no liability to you if we revoke our decision, and you will be required within 30 days thereafter to instruct UBS to sell, transfer or distribute the particular investment. If you fail to give any such instructions, UBS may distribute the investment to you in a taxable distribution.

UBS will hold the assets of your IRA (including annuity or insurance contracts held in the IRA) in its name for your benefit. As the income from, and gain or loss on, each investment you select for your IRA will affect the value of the IRA, the growth in value of your IRA cannot be guaranteed or projected.

Sweep Fund. UBS may automatically sweep uninvested cash balances into a sweep option consistent with the other agreements between you and UBS then in effect.

Restrictions on Investments. You may not invest any part of your IRA in investments that do not comply with applicable laws and regulations. You also may not invest any of your IRA's assets in private placements or similar investments, or in life insurance. Additionally, you may not invest any part of your IRA in "collectibles," which include artworks, rugs, antiques, metals, gems, stamps, alcoholic beverages or coins, with the exception for certain gold, silver and platinum coins, any coins issued under the laws of any state and certain gold, silver, platinum or palladium bullion if such bullion is in the physical possession of UBS. Investment in cryptocurrency and similar digital assets is currently not allowed unless and until such investment is specifically permitted by UBS. If any such impermissible investment is discovered by UBS, as held in a UBS IRA, we reserve the right to distribute the investment to you and issue an IRS Form 1099-R based on the last valuation of the investment available to us, take such action with respect to the investment as set forth in our internal procedures, or take such other action as we deem appropriate and consistent with applicable law.

Prohibited Transactions. The tax-exempt status of your IRA may be revoked if you engage in any "prohibited transaction" described in Section 4975 of the Code with a "disqualified person."

A "disqualified person" is defined as anyone or any entity that is directly or indirectly associated with your IRA account, including you, your beneficiary, certain members of your family and entities (corporations, partnerships, trusts or estates) in which you or they have a substantial interest.

A prohibited transaction involving an IRA can generally be any act or transaction involving self-dealing. Some examples of prohibited transactions are:

- Selling or leasing of any property between your IRA and a disqualified person.
- Transferring any property to/from a disqualified person to/from your IRA.
- Using your IRA or any of its assets to benefit a disqualified person, such as the purchase of a vacation home for yourself.
- A disqualified person borrowing any money from your IRA or using your IRA as security for a loan to a disqualified person.

If you engage in a prohibited transaction with your IRA, the entire fair market value of your IRA as of January 1st of the calendar year in which the prohibited transaction takes place is treated as distributed to you. That entire amount is included in your income for income tax purposes and may also be subject to the 10% early distribution penalty tax if you have not yet attained age 59½.

In addition, if you use all or any part of your interest in your IRA as security for a loan to yourself, the portion of your IRA used as security for the loan will be treated as distributed to you and taxed as ordinary income in the year in which the money is borrowed. If you are under age 59½ the amount treated as distributed will also be subject to the 10% early distribution penalty tax.

Your Legal Responsibilities for Investments. As you control and direct the investment of the assets in your IRA, you are responsible for determining the legal consequences (including the income tax and 10% early distribution penalty tax consequences) of any investment in your IRA. For example, it is your responsibility to determine whether any investment or transaction in or involving your IRA will result in a prohibited transaction or whether an investment constitutes a collectible or other impermissible investment.

J. Fees and Expenses of the IRA

Amount of Fees. Detailed information on our fees, compensation and other sources of revenue are available in the brochure "Your Relationship with UBS" available at ubs.com/relationshipwithUBS. You may receive paper copies of this information at any time by contacting your Financial Advisor. UBS has the absolute right to amend, revise or substitute fee schedules identified or referred to in this Disclosure Statement upon 30 days' notice to you and any such amendment, revision or substitution will not be deemed an amendment to the Custodial Agreement.

Paying Fees. The Annual Maintenance Fee is charged for any calendar year (or portion thereof) during which you have an IRA with UBS. The fee will be charged and deducted automatically from your IRA account annually and the amount charged will be shown on your statement. In certain cases, you may also be permitted to pay the annual maintenance fee and certain other fees and expenses directly to us, but if not so paid, the fees will be charged and deducted from your IRA.

A transfer/termination fee is also charged when all or substantially all of the assets in your IRA are transferred to a successor custodian, trustee or issuer or distributed to you. However, the termination fee is not charged when the termination of the IRA is related to the payment of a total distribution after you reach age 59½, are totally disabled or die.

UBS has the right to deduct from any amount distributed or transferred from your IRA (including amounts distributed or transferred on termination of your IRA) any unpaid fees or expenses, including the annual maintenance fee and any fees relating to the termination, distribution or transfer.

Fees that are deducted from your IRA will be paid from the cash and sweep options in your IRA in accordance with the agreements between you and UBS. If the cash and sweep options in your IRA are not sufficient to pay the fees, UBS will sell securities in your account necessary to pay the fees. UBS will not exercise discretion in selecting which securities to sell but will follow the process outlined for our annual account fee billing in the agreements governing the account, which may include, but not be limited to, the Client Relationship Agreement.

Expenses. UBS may also charge your IRA for any of its reasonable out-of-pocket costs and an appropriate administrative expense arising from unforeseen situations (such as taxes or penalties imposed upon your IRA or legal expenses incurred in defending claims against, or to resolve the claims of competing beneficiaries for, your IRA). We may also charge for expenses incurred due to the maintenance of certain investments.

You will incur normal commissions and fees on purchases and sales of securities consistent with the accompanying agreements to this account. Also, you may incur various fees and costs in connection with your IRA, such as legal fees if UBS requires you to furnish it with a legal opinion as to certain actions you wish to take or instructions you wish to give.

K. Tax Matters

Complexity of Tax Rules. The Code and IRS Regulations contain numerous complex and technical rules relating to the tax treatment of IRAs, including rules governing the deductibility of contributions to an IRA, early distributions, RMDs, rollovers, prohibited transactions and the removal of excess contributions. If you have any questions as to the tax treatment of any specific transactions involving your IRA, you should consult your personal tax advisor or attorney. UBS and its affiliates do not provide tax or legal advice.

Neither UBS nor its affiliates will have any liability to you or to your beneficiary for any income taxes, penalty taxes or other damages, losses, fees or expenses that may result from you or your beneficiary's failure to follow these technical rules. Furthermore, neither UBS nor any of its affiliates provide tax advice to you and do not assume any responsibility for the deductibility of any contributions to your Traditional IRA or the taxation of distributions of any

amounts from your Traditional IRA or Roth IRA. To the extent that any such tax, penalty or damages are incurred, they will be charged against your IRA as an expense.

Tax Forms UBS Must File.

- **Form 1099-R.** UBS will report all IRA distributions to the IRS on Form 1099-R, which will include a description of the distribution (e.g., early, normal, etc.). For reporting purposes, a direct transfer of assets to a successor custodian or trustee is not considered a distribution.

- **Form 5498.** UBS will report to the IRS on Form 5498 the amount of any contributions, rollovers, conversions or recharacterizations made to an IRA during a calendar year, as well as the tax year for which the contribution is made.

- **Form 990-T.** If your IRA generates federal unrelated business taxable income (as described further below) which for any year exceeds $1,000, UBS will file Form 990-T on behalf of the IRA.

Tax Forms You Must File.

- **Form 5329**—Generally, you must file Form 5329 with the IRS to report the tax on excess contributions, early distributions, and excess accumulations, including when:
  - You received a distribution from a Roth IRA and either the amount on line 25c of Form 8606, Non-deductible IRAs, is more than zero, or the distribution includes a recapture amount subject to the 10% additional tax, or it is a qualified first-time homebuyer distribution;
  - You received an early distribution subject to the tax on early distributions from a Traditional IRA and you meet an exception to the tax on early distributions (unless distribution code 1 is shown in box 7 of all your Forms 1099-R and you owe the additional tax on the full amount shown on each Form 1099-R);
  - You received an early distribution subject to the tax on early distributions from a Traditional IRA, you meet an exception to the tax on early distributions but your Form 1099-R does not indicate an exception or the exception does not apply to the entire distribution;
  - The contributions to a Traditional or Roth IRA exceed your maximum contribution limit, or you had a tax due from an excess contribution on your Form 5329 for the prior year; or
  - You did not receive the minimum required distribution from a Traditional or Roth IRA.

- **Form 8606**—You must file this form with the IRS if:
  - You made non-deductible contributions to a Traditional IRA, including a repayment of a qualified reservist distribution;
  - You received distributions from a Traditional, SEP, or SIMPLE IRA and your basis in Traditional IRAs is more than zero (for this purpose, a distribution does not include a rollover, qualified charitable distribution, one-time distribution to fund an HSA, conversion, recharacterization, or return of certain contributions);
  - You converted an amount from a Traditional, SEP, or SIMPLE IRA to a Roth IRA;
  - You received distributions from a Roth IRA (other than a rollover, recharacterization, or return of certain contributions);
  - You received a distribution from an inherited Roth IRA that was not a qualified distribution or from an inherited Traditional IRA that has basis or you rolled over an inherited plan account to a Roth IRA (you may need to file more than one Form 8606; see IRS Pub. 590 for more information).

If you fail to file Form 8606, a $50 penalty per failure may be imposed.

Withholding. Federal income tax will be withheld from the distributions you receive from a Traditional IRA (or Roth IRA, if applicable) unless you elect not to have income tax withheld. Depending on your state of residence, you may also be subject to state income tax withholding on distributions from a Traditional IRA or Roth IRA. Generally, federal income tax on non-periodic distributions is withheld at a flat 10% rate unless you select a different whole percentage rate. Installment payments are generally considered non-periodic distributions for purposes of withholding. If IRA distributions are payable outside the United States, however, special withholding rules apply. Your election not to have any income tax withheld will not affect your liability for income tax on the taxable amount of any distribution.

If UBS terminates your IRA and/or distributes assets in your IRA and you do not elect zero withholding, UBS will withhold the default 10% for federal income taxes. If there is not enough cash to cover the 10% income tax amount, you must instruct UBS as to which assets should be sold to fund the withholding of all necessary taxes. If you do not give UBS such instructions on a timely basis, we will follow the same process outlined for our annual account fee billing in the agreements governing your account, which may include, but not be limited to, the Client Relationship Agreement.

Unrelated Business Taxable Income (UBTI). The income earned in your IRA is generally exempt from federal income taxes and will not be taxed until distributed to you unless you make an investment that results in UBTI. UBTI can result, for example, from an investment in a limited partnership interest in a partnership that is debt-financed or that actively conducts a trade or business or as a result of investing in a mutual fund that has real estate mortgage investment conduit ("REMIC") residual interests as assets.

If your IRA generates federal unrelated business taxable income which for any year exceeds $1,000, then unrelated business income tax ("UBIT") will be due and a tax return, Form 990-T, Exempt Organization Business Income Tax Return, must be filed. If Form 990-T is required, UBS will obtain an employer identification number (EIN) for the IRA from the IRS (applications for an EIN are made by filing Form SS-4 with the IRS), complete the Form 990-T and file it with the IRS. See "Additional Tax Reporting for Your IRA" below for additional information.

UBIT is an expense of your IRA and must be paid from your IRA. UBS will prepare and file, as required, Form 990-T. However, you are responsible for providing the complete necessary liquidity to pay the full amount of federal UBIT due. UBS will debit your account and pay to the IRS on behalf of the IRA any UBIT owed for a given tax year. If you have not provided the complete liquidity necessary for UBS to pay the full amount of any UBIT owed, you are responsible for such payment. UBS will not be responsible for any taxes or penalties owed for the late payment of such UBIT. UBS may charge a fee for preparing the Form 990-T.

If the Form 990-T is not filed on a timely basis, any tax, penalties or interest that may be assessed against your IRA or UBS, as custodian of your IRA, will be charged as an expense to your IRA. You should consult your tax advisor for guidance on unrelated business taxable income.

Additional Tax Reporting for Your IRA.

- You may need to file a tax return or a tax claim in order to recover a tax resulting from an investment by your IRA. For example, if certain capital gains taxes are paid by a mutual fund, or a tax is withheld on a dividend from a foreign stock, you may obtain a refund of that tax by filing an appropriate claim. You are responsible for determining whenever the filing of a tax return or tax claim is required or advantageous. It is also your responsibility to have the filing prepared at your expense (other than a return for a refund with respect to an investment in a regulated investment company or real estate investment trust).
- If any tax return (including the Form 990-T) or tax claim relating to your IRA requires the signature of UBS as custodian of your IRA, or signatures from you as the IRA owner, you should arrange to have the original and one copy of the required return or claim delivered to your

Financial Advisor at least two weeks before the date that tax return or tax claim is due, accompanied by a stamped envelope addressed to the taxing authority to which you wish the return or claim mailed. However, we will not review any tax return or tax claim to determine whether it is complete or correct and we sign the tax return or claim only as directed by you. If any tax is to be paid with any tax return, you should also provide your Financial Advisor with instructions regarding such payment. Any refunds of tax obtained as a result of the filing of any tax refund claim will be credited to your IRA when received by us.

Estate Tax Treatment. In general, your gross estate for federal estate tax purposes includes the value of your IRA. If your spouse is your beneficiary, the value of your IRA may be deductible for federal estate tax purposes. In addition, an IRA beneficiary may also deduct the federal estate tax paid on a distribution that is considered income in respect of a decedent. Your entire IRA may also be subject to applicable state death taxes. You should consult your tax advisor for additional information about estate tax treatment for your IRA.

Gift Tax Treatment. Your designation of a beneficiary (or beneficiaries) to receive distributions from your IRA upon your death will not be considered a transfer of property for federal gift tax purposes. Your exercise of an option under an IRA whereby an annuity or other payment becomes payable to a beneficiary after your death may be considered a transfer subject to federal gift tax. You should consult your tax advisor for additional information about gift tax treatment for your IRA.

Tax Free Distributions to Charities. If you are age 70½ or older, you may direct that an aggregate amount of up to $100,000 (indexed for inflation) per year be distributed from your Traditional or Roth IRA, or your inactive SEP IRA, directly to certain charitable organizations described in Section 170(b)(1)(A) of the Code on a tax-free basis. This "qualified charitable distribution" or "QCD" is tax-free to the extent the distribution would have otherwise been taxable and if the contribution would otherwise qualify for a charitable contribution deduction under Section 170 of the Code (without regard to Section 170(b) of the Code). The QCD may be reduced if you age 70½ or older and you make deductible contributions to your Traditional IRA. You will not be entitled to a charitable deduction, but the QCD may count towards your RMD, if any, for the year. Special rules apply to determine what amount of the QCD would otherwise be taxable. Certain charitable organizations are not eligible, including donor-advised groups and certain private foundations. These rules also apply if your Traditional or Roth IRA is an inherited IRA.

A SEP IRA is treated as inactive if there are no employer contributions made for the plan year ending with or within the IRA owner's taxable year in which the charitable contributions would be made.

In addition, you may be able to make a one-time distribution of up to $50,000 directly from your IRA to one of the following split-interest entities, provided such entity is funded exclusively by QCDs: a charitable remainder annuity trust, a charitable remainder unitrust, or a charitable gift annuity (provided fixed payments of 5 percent or greater commence no later than 1-year from the date of funding).

The rules related to QCDs are complex. See IRS Publication 590-B and consult your tax advisor for more information on QCDs.

Abandoned IRAs. Your Traditional IRA and/or Roth IRA may be escheated to a state unclaimed property fund under state law. If your Traditional IRA is escheated to a state unclaimed property fund under state law, the escheatment will be treated as a taxable distribution to you and federal income tax will be withheld at 10% (or at the elected withholding amount appearing on your last approved disbursement or withholding election form). In either case, you will receive a Form 1099-R and be required to provide certain information on your federal income tax return about the escheatment. We will attempt to deliver any such forms to your last known address. To avoid escheatment of your IRA to the state, please make sure UBS has your current contact information and provide updates if your contact information changes.

L. Termination of the IRA

UBS may resign as the custodian of your IRA upon 30 days' prior written notice to you.

- If UBS appoints a successor custodian upon its resignation, you will be treated as accepting the successor custodian's appointment unless you appoint a different successor custodian for your IRA within 30 days of being notified of UBS's resignation.
- If UBS does not appoint a successor custodian upon its resignation, you must appoint a successor custodian for your IRA within 30 days of being notified of UBS's resignation. If you fail to appoint a successor custodian within the 30-day period, we may distribute the balance in your IRA to you, and you may be liable for income and penalty taxes on that distribution. See the "Tax Matters" section for additional tax withholding information.

In addition, if you otherwise transfer your IRA to another custodian and that successor custodian fails or refuses to accept any asset in your IRA (such as non-publicly traded stocks or partnership interests), we may resign as custodian and distribute those assets directly to you. You may be liable for income and penalty taxes on that distribution. See the "Tax Matters" section for additional tax withholding information.

M. Amendment of the IRA

UBS can amend your UBS Traditional IRA or Roth IRA, whether prospectively or retroactively, provided that no amendment that may take effect retroactively and may materially and adversely affect you will be effective until the expiration of a 30-day period. UBS reserves the right to provide you with each amendment either by mail, by including a notice in materials regularly distributed to IRA clients (such as an account statement mailed or sent by hard copy or by electronic media as permitted by applicable law), or by electronic media.

You are considered to have consented to the amendment and to be deemed to have the ability to access any electronic medium used to provide any such amendment unless, within 30 days after the notice is given, you either:

- Direct UBS to provide you with a paper copy of the applicable notice, communication, amendment or disclosure;
- Direct UBS to make a total distribution of all the assets then in your IRA; or
- Remove UBS and appoint a successor in accordance with the Custodial Agreement.

N. Trusted Contact

– You may provide UBS with one or more a trusted contact persons (each a "Trusted Contact") as provided for in the Client Relationship Agreement (or such other agreements governing the IRA). UBS may, in its sole discretion, contact any of your Trusted Contacts if UBS has concerns or questions about you including, but not limited to, concerns regarding your health, well-being or whereabouts, consistent with the authority as may be described in another agreement governing the IRA (which may include, but not be limited to, the Client Relationship Agreement).

Custodial Agreement for Traditional or Roth Individual Retirement Accounts

The Client named as owner in the account opening documents wishes to establish or continue, in accordance with the policies and procedures of UBS Financial Services Inc. (the "Custodian"), an individual retirement plan ("IRA"), as defined in Section 7701(a)(37) of the Internal Revenue Code of 1986, as amended (the Code). The Client has designated this IRA as either a Traditional IRA described in Section 408(a) of the Code or as a Roth IRA described in Section 408A(b) of the Code in the IRA account opening documents. The Client acknowledges, understands and agrees that the terms of this Custodial Agreement for Traditional or Roth Individual Retirement Accounts ("Agreement"), as it may be amended from time to time by the Custodian, shall apply both to the Traditional or Roth IRA(s) established for the benefit of the Client on the date of execution of the account opening documents, and, if any, to each subsequent Traditional and Roth IRA established at the request, or for the benefit, of the Client, and that any such subsequent account opened will be assigned a new account number. The Client and the Custodian agree as follows:

ARTICLE I—Traditional IRA Contribution Limit

1.1 If the Client has designated this IRA as a Traditional IRA, then unless the contribution is a rollover contribution, as described in Sections 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3) or 457(e)(16) of the Code (Rollover Contribution), or an employer contribution made to a Simplified Employee Pension, as described in Section 408(k) of the Code (SEP Contribution), the total annual cash contributions on behalf of the Client are limited to $6,500 for the 2023 tax year. After 2023, the limit will be adjusted periodically for cost-of-living increases under Section 219(b)(5)(D) of the Code.

As permitted by the Code, the Client may make contributions to this Traditional IRA that are fully-deductible, partially deductible or non-deductible for federal income tax purposes.

1.2 For Clients who are age 50 or older by the end of the taxable year, the annual cash contribution limit indicated above is increased by $1,000 for the 2023 tax year. This amount will be indexed annually. If the indexed amount is not a multiple of $100, then the amount will be rounded to the next lower multiple of $100, or such other amount as may be allowed under applicable law.

1.3 In addition to the amounts described in Sections 1.1 and 1.2 above, the Client may make additional contributions specifically authorized by statute including, but not limited to, repayments of qualified reservist distributions, repayments of certain plan distributions made on account of a federally declared disaster, repayments of qualified Coronavirus-related distributions and certain amounts received in connection with a qualified birth or adoption.

1.4 The Client may recharacterize a contribution to a Roth IRA and transfer it to their Traditional IRA, according to Section 408A(d)(6) of the Code and the relevant Treasury Regulations including Treasury Regulation Section 1.408A-5. A recharacterized contribution is subject to the limits in Sections 1.1 and 1.2 above for the taxable year for which it was made to the Traditional IRA.
Conversions from an eligible retirement plan, as defined in Section 402(c)(8) of the Code, or a conversion from a Traditional IRA to a Roth IRA may not be recharacterized.

1.5 The annual contribution limit applies to all of the Client's Traditional and Roth IRAs such that the total amount that the Client may contribute to any and all Traditional and Roth IRAs in a tax year may not exceed the annual limit.

1.6 Except in the case of a Rollover Contribution or SEP Contribution, the Custodian will not knowingly accept contributions to the Traditional IRA exceeding the sum of the annual cash contribution limitations described in Sections 1.1 and 1.2, nor shall the Custodian knowingly accept any contribution other than in cash.

ARTICLE II—Roth IRA Contribution Limit

2.1 If the Client has designated this IRA as a Roth IRA, subject to the requirements and limitations set forth below in this Article II, a Client may make Regular Contributions, Qualified Rollover Contributions and Direct Transfers to this Roth IRA. The Client assumes all responsibility for determining, and represents to the Custodian, that:

- All contributions or transfers comply with all of the requirements, and do not exceed any of the limitations, set forth in Sections 2.2, 2.3, and 2.4 below, and
- Any Qualified Rollover Contribution to the Roth IRA conforms to the definition of such a contribution as presented in Section 2.6(f).

2.2 The Client's maximum Regular Contributions to this Roth IRA, when aggregated with the Client's Regular Contributions to all other Roth IRAs for any taxable year shall not exceed the lesser of:

- The Applicable Amount (defined in Section 2.6(a)) or
- The Client's Compensation (defined in Section 2.6(c)) for the year.

However, notwithstanding the preceding limits on contributions, a Client may make additional contributions specifically authorized by statute including, but not limited to, repayments of qualified reservist distributions, repayments of certain plan distributions made on account of a federally declared disaster, repayments of qualified Coronavirus-related distributions and repayments of certain amounts received in connection with a qualified birth or adoption.

The maximum Regular Contribution amount for any taxable year shall be reduced (but not below $0) by the greater of the following amounts (or such other amounts as may be specified under applicable law):

- The amount which reflects the same ratio to such maximum amount as the excess of the Client's modified adjusted gross income (MAGI) (defined in Section 2.6(e)) for the year over the Client's Applicable Dollar Amount (defined in Section

2.6(b)) for the year as it compares to $15,000, or $10,000 if the Client is married (this amount is rounded down to the next multiple of $10, and shall not reduce the maximum amount of Regular Contributions below $200, unless it reduces the amount to zero), or

- The amount of the Client's Regular Contributions for that year to all IRAs custodied for the Client other than Roth IRAs. Contributions to a SIMPLE IRA, a Coverdell education savings account (that is, an account described in Section 530 of the Code) or a SEP (that is, a simplified employee pension described in Section 408(k) of the Code) are not taken into account in determining the amount of the Client's Regular Contributions.

2.3 The Client may recharacterize a Regular Contribution to an IRA, which is not a Roth IRA, and transfer it to their Roth IRA, according to Section 408A(d)(6) of the Code and the relevant Treasury Regulations including Treasury Regulation Section 1.408A-5. The Regular Contribution is subject to the limits in Section 2.2 above for the taxable year for which it was made to the non-Roth IRA.

2.4 The Custodian will not knowingly accept any Regular Contribution to the Roth IRA in excess of the Applicable Amount (defined in Section 2.6(a)), nor shall the Custodian knowingly accept any Regular Contribution other than in cash.

2.5 For purposes of applying this Article II (and the definition of "Applicable Dollar Amount" in Section 2.6(b)), a Client shall not be considered married for a taxable year if the Client and his or her spouse lived apart at all times during that taxable year, and file separate federal income tax returns for that taxable year.

2.6 The following definitions shall apply for purposes of this Article II:

a. "Applicable Amount" is defined as:

- $6,500 for taxable year 2023 and thereafter if the Client is under age 50 at the end of the year, and
- $7,500 for taxable year 2023 and thereafter if the Client is age 50 or older at the end of the year.

The limits described above will be adjusted by the Secretary of the Treasury for cost-of-living increases under Section 219(b)(5)(C) of the Code.

b. "Applicable Dollar Amount" is defined as:

- $218,000 for taxable year 2023 if the Client is married and files a joint federal income tax return for that year.
- $138,000 for taxable year 2023, if the Client is single.
- Zero if the Client is married and files a separate federal income tax return.

The dollar amounts listed in Section 2.6(b) will be periodically adjusted by the Secretary of the Treasury for cost-of-living increases under Section 408A(c)(3) of the Code.

c. "Compensation" is defined as:

- Wages, salaries, professional fees, and any other amounts derived from or received for personal services actually rendered (including, but not limited to, commissions paid to salesmen, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, and bonuses).
- "Earned income," as defined in Section 401(c)(2) of the Code, reduced by any deduction taken by the Client for contributions made to a self-employed retirement plan, and determined by applying Section 401(c)(2) of the Code as if the term "trade or business" used in Section 1402 of the Code included service described in Section 401(c)(6) of the Code.
- Any amount that is able to be included in the Client's gross income for federal income tax purposes under Section 71 of the Code with respect to a divorce or separation instrument described in Section 71(b)(2)(A) of the Code prior to December 31, 2018, and such instrument has not been modified to exclude such amounts. The term "compensation" also includes any differential wage payments as defined in Section 3401(h)(2) of the Code.

Compensation does not include:

- Amounts not included in the Client's gross income for federal income tax purposes (determined without regard to Section 112 of the Code).
- Amounts derived from or received as earnings or profits from property (including, but not limited to, interest and dividends).
- Amounts received as a pension or annuity or as deferred compensation.
- Alimony with respect to divorce or separation instruments executed after December 31, 2018.

If, for any taxable year the Client is married and files a joint federal income tax return, and the Compensation of the Client's spouse is greater than the Client's own Compensation, then the Client's Compensation for the year is increased by the excess of the Compensation of the Client's spouse for the year over the aggregate amount of the spouse's Regular Contributions to all Roth IRAs and deductible contributions to all Traditional IRAs.

d. "Direct Transfer" or "Direct Rollover" is defined as a transfer from the trustee or custodian of one IRA directly to the trustee or custodian of another IRA of the same type. A trustee-to-trustee transfer from an eligible retirement plan to an IRA may be referred to as a either a Direct Transfer or a Direct Rollover. A Direct Transfer is not the same as a rollover in which the IRA owner receives a distribution and subsequently rolls the distribution into another IRA. A Direct Transfer shall not be treated as a Qualified Rollover Contribution (with the exception of a transfer from an eligible retirement plan to a Roth IRA), or a Regular Contribution.

e. "Modified AGI," (MAGI) for any taxable year, is defined as adjusted gross income as determined under Section 219(g)(3) of the Code, except that such term shall not include:

- Any amount included in federal adjusted gross income under Section 408A(d)(3) of the Code as a result of a Qualified Rollover Contribution, or
- Any amount included in gross income for federal income tax purposes by reason of a distribution required to be made from an IRA under Section 408(a)(6) or (b)(3) of the Code.

f. "Qualified Rollover Contribution" is defined as:

- A rollover contribution of a distribution from an eligible retirement plan described in Section 402(c)(8) of the Code. If the distribution is from an IRA, the rollover must meet the requirements of Section 408(d)(3) of the Code. If the distribution is from an eligible retirement plan other than an IRA, the rollover must meet

the requirements of Section 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3) or 457(e)(16), as applicable.

- All or part of a military death gratuity or servicemembers' group life insurance ("SGLI") payment if contributed within one year of receiving the gratuity or payment. Such contributions are disregarded for purposes of the one-rollover-per-year rule under Section 408(d)(3)(B) of the Code.
- The one-rollover-per-year rule of Section 408(d)(3)(B) does not apply to Direct Rollovers from an eligible plan to an IRA, Direct Rollovers from an IRA to an eligible plan, or Traditional IRA to Roth IRA rollovers (i.e., Roth conversions).

g. "Regular Contribution" is defined as a contribution other than a Qualified Rollover Contribution that does not exceed the lesser of the Applicable Amount or the Client's Compensation.

2.7 The annual contribution limit applies to all of the Client's Traditional and Roth IRAs such that the total amount that the Client may contribute to any and all Traditional and Roth IRAs in a tax year may not exceed the annual limit.

2.8 If or when the Custodian so permits, the Client may elect to designate a SEP IRA as a SEP Roth IRA in accordance with Section 408(k)(7) of the Code and any Treasury Regulations promulgated thereunder. Any Roth contributions to the SEP IRA would then be made in accordance with the procedures established by the Custodian. An additional account may be required to be opened to facilitate this election.

ARTICLE III—Exclusive Benefit and Nonforfeitable Interest

3.1 The IRA is established for the exclusive benefit of the Client or his or her Beneficiaries.

3.2 The Client's interest in the balance in the IRA is nonforfeitable at all times.

ARTICLE IV—Investments

4.1 Unless otherwise agreed to in a separate written contractual arrangement with UBS Financial Services Inc., the Client shall direct the investments in the IRA. Such investments may be made in:

- Marketable securities that are traded by, or obtainable through, the Custodian either "over-the-counter" or on a recognized exchange.
- Shares of open-ended regulated investment companies.
- Other investments the Custodian in its sole discretion agrees to hold according to its policies and procedures then in effect.

No part of the assets in the IRA may be invested in investments that do not comply with applicable laws and regulations. No part of the assets in the IRA may be invested in private placements or similar investments. If any such investment is discovered by the Custodian, as being held by the Custodian in an IRA, the Custodian reserves the right to distribute the investment to the Client and issue an IRS Form 1099R based on the last available value of the investment, take such action with respect to the investment as set forth in Custodian's internal procedures, or take such other action as the Custodian deems appropriate and consistent with applicable law.

The Custodian may condition its decision to allow an investment to be held in the IRA upon the receipt of an agreement from the Client containing such terms, conditions and representations and warranties as the Custodian shall determine. The Custodian's decision to permit the holding of any investment in the IRA shall not constitute approval of the investment, the merits of the investment nor, a judgment as to the prudence, advisability or suitability of the investment.
The Custodian reserves the absolute right to revoke its decision to permit the holding in the IRA of any investment at any time and for any reason, and the Custodian shall have no liability for any loss, damage or expense suffered or incurred by the Client by reason of the revocation of the Custodian's decision. If the Custodian notifies the Client that it revokes its decision, then within thirty (30) days (or such longer period as the Custodian may in its sole discretion permit) after such notice is given, the Client shall instruct the Custodian as to the liquidation, distribution, transfer or other disposition of the investment to which the revocation of the Custodian's decision applies. If the Client fails to provide the Custodian with instructions within the required time period, the Custodian reserves the right to make an in-kind distribution of such investment to the Client and if the Client fails to waive or otherwise satisfy any withholding obligations with respect to the distribution of the investment or any fee obligation to the Custodian within such required time period, the Custodian may, in its sole discretion, sell other investments in the IRA sufficient to pay all required withholding and any fee by following the same process outlined for annual account fee billing in other agreements governing the IRA as if the tax withheld were a fee or other administrative expense.

Further, the Client acknowledges, understands and agrees that the Custodian shall not be liable to the Client for any loss incurred or profit denied by reason of any such sale, nor shall the Custodian be liable for any claim with respect to the timing of any such sale. In addition, the Client acknowledges, understands and agrees that the Custodian shall be entitled to deduct any fees and expenses in connection with any such sale, including the Custodian's fees and expenses for effecting or executing such sale and that the failure of the Custodian to promptly sell any assets of, or promptly deduct any amounts from, the IRA for any fees or expenses shall not constitute a waiver of such fees or expenses.

4.2 In addition, the Client acknowledges, agrees, understands and warrants the following with respect to any non-publicly traded investment (the "Investment") the Custodian allows the Client to hold in the IRA:

a. The Client is solely responsible for reviewing all offering materials and other disclosures, evaluating the risks and merits of the Investment, making all of the representations, warranties and/or agreements required as a condition to the purchase of the Investment and the Client alone is solely responsible for monitoring the Investment and deciding what action, if any, to take with respect to the Investment, including making all decisions to retain or dispose of the Investment, retaining sufficient other assets in the IRA to meet any capital calls or to pay any expenses for, or relating to, the administration or maintenance of the Investment, retaining in the IRA, property required to be sold pursuant to the terms of any option, and filing such documents as may be necessary or advisable to preserve, protect or defend the title to the Investment. The Client acknowledges, understands and agrees that the Custodian has not solicited the Client to acquire or hold the Investment, has not made, nor will make, any recommendation as to the acquisition, retention or disposition of the Investment in the IRA, and that any review of the Investment by or for the Custodian is not a review of the substance, merits or suitability of the Investment but is solely for the limited purposes of determining whether the Custodian can or will hold the Investment as Custodian. Further, the Client understands and acknowledges that the Client has been

advised to consult the Client's own attorney or tax advisor to review the substance of the Investment prior to investing. The Client also acknowledges, understands and agrees that any signature provided by UBS Financial Services Inc. in connection with the Investment is made as the Client's agent only and shall be made only at the Client's direction.

b. The Client must furnish to the Custodian in writing the fair market value of each Investment annually by the 15th day of January, valued as of the preceding December 31st, and within twenty days of any other written request from the Custodian, valued as of the date specified in such request. The Client acknowledges, understands and agrees that a statement that the fair market value is undeterminable, or that cost basis should be used is not acceptable and the Client agrees that the fair market value furnished to the Custodian will be obtained from the issuer of the Investment. The Client acknowledges, understands and agrees that if the issuer is unable or unwilling to provide a fair market value, the Client shall obtain the fair market value from an independent, qualified appraiser and the valuation shall be furnished on the letterhead of the person providing the valuation. The Client acknowledges, understands and agrees that the Custodian shall have no obligation to investigate or determine whether the fair market value so furnished is the correct fair market value (without regard to any actual or constructive knowledge that the Custodian may otherwise have), but if the Custodian otherwise has a different value for an Investment, the Custodian may use such other value in its reports to the Client and to the Internal Revenue Service if the Custodian (in its sole discretion) so chooses. The Client acknowledges, understands and agrees that the Custodian shall rely upon the Client's continuing attention, and timely performance, of this responsibility. The Client acknowledges, understands and agrees that if the Custodian does not receive a fair market value as of the preceding December 31st, the Custodian reserves the right to distribute the Investment to the Client and issue IRS Form 1099-R based on the last available value of the Investment, take such action with respect to the Investment as set forth in Custodian's internal procedures, or take such other action as the Custodian deems appropriate and consistent with applicable law.

c. The sole obligation of the Custodian under this Custodial Agreement with respect to the Investment is to hold the Investment in custody in the IRA. The Client acknowledges, understands and agrees that where the Investment is in "book entry" form, the Custodian may return any certificates or other documents nominally evidencing the Investment to the Client. Further, the Client acknowledges, understands and agrees that the Custodian has no other obligations as a result of, or with respect to, the Investment, including without limitation any obligation to notify the Client (or any other party) of the receipt or failure to receive any amount (such as dividends, interest or other distributions), to forward to the Client any notices with respect to the Investment (such as capital calls, class action notices, proxies, etc.), to monitor or report to the Client as to the performance or nonperformance of the Investment or of any person involved with the Investment (or the performance or nonperformance by any person of any obligation or term contained in, or imposed by, the Investment) or to take enforcement or other action with respect thereto, regardless of whether the Custodian has any actual or constructive knowledge which might make such action or inaction advisable. Moreover, the Client acknowledges, understands and agrees that the Custodian's holding the Investment in an IRA imposes no continuing obligation upon the Custodian to continue to hold this Investment in an IRA of which it is the custodian. In addition, the Client acknowledges, understands and agrees that the Client, and not the Custodian, is solely responsible for the safekeeping of all agreements or documents related to the Investment, such as subscription agreements, participation agreements, etc., or which grant the holder of the Investment certain additional rights, such as security agreements, collateral assignments, etc.

d. The Client shall indemnify and hold the Custodian harmless from and against any and all loss, liability, cost or expense (including attorneys' fees and disbursements and any taxes, penalties or interest): (i) with respect to the acquisition, holding or disposition of the Investment, (ii) as a result of the making or failing to make any distribution; (iii) relating to or arising out of a failure by the Client to timely and properly file any tax returns, or a failure to timely pay any tax required as a result of, or attributable to, the Investment; (iv) as a result of the Client's failure to provide or use by the Custodian for any purpose of the valuation of the Investment in accordance with this Agreement; or (v) arising out of, or in connection with, the acquisition, holding or disposition of the Investment or the Custodian's agreement to act as custodian of the Investment pursuant to this Agreement. The Client acknowledges, understands and agrees that the Custodian shall not be obligated or expected to commence or defend any legal action or proceeding in connection with the Investment unless agreed upon by the Custodian and the Client, which the Custodian may decline to commence or defend in its absolute discretion and for any reason. Further, the Client acknowledges, understands and agrees that if the Custodian agrees to defend or commence any legal action or proceeding, the Custodian shall first be fully indemnified to its sole satisfaction. The Client acknowledges, understands and agrees that this indemnification provision shall survive the termination of this Agreement.

e. Nothing contained herein constitutes any agreement to hold any investment into which the Investment may be converted, including real estate and tangible property, whether pursuant to the terms of the Investment, by reason of any option or conversion privilege contained therein or upon any enforcement of rights or remedies with respect to the Investment. The Client acknowledges, understands and agrees to notify the Custodian prior to the conversion of any Investment and to seek the Custodian's agreement to hold any investment into which the Investment may be converted.

f. Nothing contained in this Section 4.2 shall be construed to diminish, reduce or eliminate any other rights which the Custodian may have under this Agreement, including but not limited to rights of the Custodian to indemnification or agreements to arbitrate any disputes, nor shall anything in this Section 4.2 be construed to diminish, reduce or eliminate any obligations of the Client under this Agreement.

g. The Client shall pay to the Custodian the amount of any initial and ongoing or annual fees charged by the Custodian for the holding of the Investment in the IRA and any applicable charges in connection with the purchase/transfer

and review (or requested purchase/transfer) of the Investment in an IRA. In addition, the Client acknowledges, understands and agrees that promptly, upon demand, the Client shall pay or reimburse the Custodian for all additional out-of-pocket fees and expenses (including legal fees and expenses) incurred by, or imposed upon, the Custodian as a result of holding the Investment in the IRA.

4.3 No part of the assets in the IRA may be invested in life insurance contracts, nor may the assets in the IRA be commingled with other property except in a common trust fund or common investment fund (according to Section 408(a)(5) of the Code).

4.4 No part of the assets in the IRA may be invested in collectibles (according to Section 408(m) of the Code).

4.5 The Custodian may, in its sole discretion, offer one or more sweep options into which uninvested cash balances in the IRA may be invested and reinvested. If the Client is given the option of more than one sweep option, and a Client does not elect a sweep option, the Custodian may automatically sweep uninvested cash balances into a sweep option consistent with the other agreements then in effect between the Client and Custodian and with applicable law.

4.6 All investments will be made through the facilities of the Custodian and the Custodian shall not have any duty to question the Client's investment instructions or to render any advice to the Client regarding the value of any investment or to make recommendations regarding the advisability of investing in, holding or selling any investment, unless otherwise agreed to in writing by the Custodian. The Client agrees that the Custodian shall not be liable for any loss which may result from the investment of any asset in the IRA.

4.7 The Custodian shall carry out all properly executed investment directions from or on behalf of the Client for this account and make any purchases and sales of investments for, and on behalf of, the IRA.

- The Custodian shall maintain records of all of its transactions.
- Any brokerage account maintained in connection with the IRA shall be in the name of the Custodian for the benefit of the Client.
- All assets of the IRA (including annuity or insurance contracts held in the IRA) shall be registered in the name of the Custodian or of a nominee (the same nominee may be used with respect to assets of other investors whether or not held under agreements similar to this one or in any fiduciary capacity whatsoever), provided, however, that the Custodian may hold any security in bearer form or by or through a central clearing corporation maintained by institutions active in the national securities markets.

4.8 The Client shall have the sole responsibility to determine whether the acquisition, holding or disposition of any asset in the IRA:

- Complies with the limitations applicable to investments by IRAs, including the limitations contained in the preceding Sections 4.3 and 4.4 or
- Is a "prohibited transaction" under Section 4975 of the Code and the Client acknowledges and understands that the Code prohibits IRAs from engaging in prohibited transactions with disqualified persons. Disqualified persons include the IRA owner and natural persons and legal entities sharing certain family or ownership relationships with an IRA owner (including certain partners and joint ventures of an IRA owner). Prohibited transactions include any purchase or sale or loan between the IRA and a disqualified person, as well as the receipt by a disqualified person of any consideration or benefit for himself/herself from any person dealing with an IRA.

The Client warrants that any investment or other instructions given to the Custodian will comply with such limitations and will not constitute a prohibited transaction. The Custodian shall have no liability to the Client for any tax, penalty, loss or liability as a result of failure to comply with such rules. In the event the Client is involved in a prohibited transaction with the Client's IRA, the Client acknowledges and understands that the IRA is subject to revocation, in which case the IRA would cease to be an IRA under the Code as of the first day of the calendar year in which the prohibited transaction occurs. Once the Custodian becomes aware of the prohibited transaction, the IRA will be treated as having distributed all of its assets to the Client and will be subject to reporting on IRS Form 1099-R.

ARTICLE V—Contributions

5.1 The Custodian may accept contributions from or on behalf of the Client, and unless otherwise specified by the Client, the Custodian shall assume that all contributions received apply to the taxable year in which they are received by the Custodian.

5.2 If this IRA is a Traditional IRA, and the Client elects to transfer any contributions in any taxable year from this Traditional IRA to a Roth IRA (in accordance with Section 408A(d)(3)(D) of the Code), the Client shall notify the Custodian and specify the amount of any earnings produced by the contribution amount.

5.3 The Custodian will accept no contributions to this IRA under a SIMPLE IRA plan established by any employer pursuant to Section 408(p) of the Code. Also, the Custodian will not knowingly accept any transfer or rollover of funds attributable to contributions made by a particular employer under its SIMPLE IRA plan (i.e., an IRA used in conjunction with a SIMPLE IRA plan) prior to the expiration of the 2-year period beginning on the date the Client first participated in that employer's SIMPLE IRA plan.

5.4 If this is an inherited IRA within the meaning of Section 408(d)(3)(C) of the Code, no contributions will be accepted, provided, however, that the Client may establish this IRA as an inherited IRA by (i) transfer from another inherited IRA of the same type, as beneficiary of the same decedent under such inherited IRA; (ii) Direct Transfer from an eligible retirement plan as defined in Section 402(c)(8)(B) of the Code as a non-spouse beneficiary of the same decedent under such plan in accordance with Section 402(c)(11) of the Code; or (iii) rollover from another inherited IRA or eligible retirement plan as the spouse beneficiary of the same decedent under such IRA in accordance with Section 408(d)(3) of the Code or such plan in accordance with Section 402(c) of the Code. If this IRA is established by the Client as an inherited IRA, no transfer or rollover contribution as described in this Article V may be made after the initial such contribution, unless otherwise permitted by applicable law.

5.5 If the Client contributes an amount that exceeds the maximum amount allowed the Client for the taxable year, the Client shall complete the documentation required by the Custodian regarding the reason for the excess, the taxable year to which the excess relates and the amount of the excess (together with any earnings that apply, if necessary). At the Client's request, the Custodian shall distribute to the Client an amount of cash, or property with a fair market value, to the extent reasonably determinable, at the time of

distribution, equal to the sum of the excess plus any applicable earnings, if required.

Any excess contributions that do not exceed the maximum amount that may be contributed under Section 219 of the Code may be treated by the Client as a contribution in the current or succeeding taxable year instead of receiving a distribution from the Custodian. However, the Client may still be liable for taxes and penalties between the year in which the excess contribution was actually made and the year in which the amount is subsequently treated as having been contributed. If this is an inherited IRA within the meaning of Section 408(d)(3)(C) of the Code, any contribution made by a Client other than a surviving spouse who is the beneficiary of a deceased individual to an inherited IRA will be considered an excess contribution.

ARTICLE VI—Distributions

6.1 *General.* Notwithstanding any provision of this Agreement to the contrary, the Client acknowledges that he or she is required to ensure that the distribution of his or her interest in this IRA is made according to the requirements under Section 408(a)(6) of the Code, as modified by Section 408A(c)(5) (for Roth IRAs), and the Treasury Regulations thereunder, the provisions of which are covered here in Article VI and are herein incorporated by reference. (The general rules governing required distributions in effect prior to January 1, 2020 apply to Clients who were required to begin taking distributions before January 1, 2020 and required distributions for Inherited IRAs received from a Client who died before January 1, 2020.)

For purposes of Article VI, if the Client designates multiple beneficiaries, the designated beneficiaries may elect to establish separate inherited IRAs, provided such election is made no later than December 31st of the year following the year of the Client's death and is made in accordance with UBS procedures and applicable law. Thereafter, each beneficiary will be treated as the sole designated beneficiary of their respective inherited IRA for purposes of calculating RMD (as defined in Section 6.3(a)) payments.

6.2 *Definitions.*

a. ''Designated Beneficiary'' means a Beneficiary who constitutes a designated beneficiary or beneficiaries as determined according to the rules in Treasury Regulation Section 1.401(a)(9)-4, as updated.

b. "Eligible Designated Beneficiary" means a Beneficiary who, within the meaning of Section 401(a)(9)(E)(ii) of the Code, is a surviving spouse, a "disabled" or "chronically ill" individual, an individual who is not more than 10 years younger than the IRA owner, or a child of the IRA owner who has not reached the age of majority. Additionally, certain trusts may be considered Eligible Designated Beneficiaries. The determination of whether a Beneficiary is an Eligible Designated Beneficiary shall be made as of the date of the IRA owner's death.

For purposes of this definition, the age of majority means the child's 21st birthday.

For purposes of this definition, the "disabled" and "chronically ill" status of a beneficiary is determined as of the date of the Client's death. Any beneficiary who claims to be disabled or chronically ill is subject to such documentation requirements as may be required by applicable law and/or the Custodian's internal procedures.

To facilitate the determination of Eligible Designated Beneficiary status in accordance with the Code, the Client, beneficiary, or authorized representative may be required to provide certain information and documentation deemed necessary or advisable by the Custodian, in the Custodian's sole judgment.

c. "Non-Eligible Designated Beneficiary" means a beneficiary who is an individual, but is not an Eligible Designated Beneficiary.

d. "Five-Year Rule"—Beneficiaries who are subject to the Five-Year Rule must make a full withdrawal of the IRA by December 31st of the fifth calendar year following the calendar year of the Client's death (unless such Rule is later modified in accordance with Treasury Regulations). For example, if the Client dies in 2023, the account must be fully distributed to the beneficiary by December 31, 2028.

e. "Ten-Year Rule"—If death on or after RBD, beneficiaries who are subject to the Ten-Year Rule must take an annual RMD from the IRA based on the beneficiary's life expectancy in each of the nine years following the Client's year of death and must fully withdraw the IRA by December 31st of the tenth calendar year following the calendar year of the Client's death (unless such Rule is later modified in accordance with Treasury Regulations). For example, if the Client dies in 2023, the beneficiary must take an annual RMD in years 2024 through 2032 and any remaining assets in the IRA must be fully distributed by December 31, 2033.

6.3 *Required Distributions During Client's Lifetime.*

a. *Required Beginning Date.* If this IRA is designated as a Roth IRA upon the establishment of the IRA, mandatory distributions are not required during the Client's lifetime. If this IRA is designated as a Traditional IRA upon the establishment of the IRA, the Client acknowledges that he or she is responsible for ensuring that the entire interest in this Traditional IRA (and all IRAs other than a Roth IRA) must begin to be distributed not later than the Client's required beginning date ("RBD") over the life of the Client or the joint lives of the Client and his or her Designated Beneficiary.

Beginning January 1, 2023, the RBD is April 1st of the calendar year following the calendar year in which the Client attains age 73 (or such earlier or later date as may be specified by applicable law). The amount that must be distributed annually beginning no later than the RBD is known as the required minimum distribution ("RMD"). If the Client was required to begin taking an RMD before January 1, 2020, then the rules in effect prior to January 1, 2020 apply.

b. *Calculation of RMD.* Beginning with the calendar year in which the Client attains his or her RBD and continuing through their year of death, the RMD is determined by dividing the value of the IRA (as determined under Section 6.6) as of the end of the preceding year by the distribution period in the Uniform Lifetime Table in Treasury Regulation Section 1.401(a)(9)-9(c) (or such other table as may be required by law or regulation), using the Client's age as of his or her birthday in the year. However, if the Client's sole beneficiary is his or her surviving spouse and the spouse is more than 10 years younger than the Client, the distribution period is determined under the Joint and Last Survivor Table in Treasury Regulation Section 1.401(a) (9)-9(d) (or such other table as may be required by law or regulation), using the Client's and spouse's ages in that year.
In accordance with the Code, for purposes of determining the RMD, all of the Client's IRAs,

including this IRA, are considered as a single IRA. However, the Custodian will provide the RMD amount that would be required from each IRA for which it is custodian. In accordance with Treasury Regulation Section 1.408-8 Q&A-9, the RMD calculated for this IRA may be withdrawn from any one or more of the eligible IRAs selected by the Client. This may include an IRA held at another financial institution.

c. *Deadline for Taking RMDs.* The first RMD may be taken as late as the RBD. The RMD for the years thereafter must be made by the end of each year.

d. *Applicability.* Section 6.4 below, and not Section 6.3 above, applies if the IRA is an inherited IRA (within the meaning of Section 408(d)(3)(C) of the Code, or, with respect to a spouse beneficiary, without regard to subsection (C)(ii)(II) thereof). Section 6.3 does not apply to Roth IRAs.

e. *RMD Notice.* The Custodian will mail each Client, who is the original accountholder (i.e., where the IRA is not an inherited IRA), a notice by January 31st for each IRA custodied by the Custodian and for which the Client is required to take an RMD. The notice(s) will include a calculation of the RMD amount for each IRA based on the value, as of December 31st of the preceding year for that IRA. The IRAs referenced herein include the Client's Traditional, SEP and SIMPLE IRAs.

6.4 *Required Distributions After Client's Death (Applicable to Distributions to Beneficiaries of Traditional IRAs When Client Dies on or After RBD)*

If this IRA is designated as a Traditional IRA upon the establishment of the IRA, and the Client dies on or after the RBD, then the remaining portion of Client's interest in this IRA is required to be distributed to the individuals and/or entities entitled to receive the Client's interest at least as rapidly as follows:

a. *Eligible Designated Beneficiaries Generally.* If the beneficiary is an Eligible Designated Beneficiary as defined in Section 6.2 (or, in the case of a surviving spouse, the surviving spouse is not considered the Client's sole beneficiary), the remaining interest must be distributed over the longer of:

- The remaining life expectancy of the Eligible Designated Beneficiary, with life expectancy determined using the beneficiary's age as of his or her birthday in the year following the year of the Client's death, or
- The Client's remaining life expectancy determined in the year of the Client's death.

Calculation of RMD for Eligible Designated Beneficiary.

- The amount that must be distributed each year beginning with the year following the year of the Client's death, is determined by dividing the value of the IRA as of the end of the preceding year by the applicable remaining life expectancy. Life expectancy is determined using the Single Life Table in Treasury Regulation Section 1.401(a)(9)-9 Q&A-1 (or such other table as may be required by law or regulation).
- If the Eligible Designated Beneficiary is the Client's minor child receiving life expectancy distributions, once the minor child reaches the age of majority (i.e., the child's 21st birthday), the remaining interest is subject to the Ten-Year Rule, where annual RMDs must be taken from the IRA based on the beneficiary's life expectancy in each of the nine years following the calendar year in which the beneficiary reaches the age of majority and the remaining interest must be fully distributed to the beneficiary by the end of the tenth year following the calendar year in which the beneficiary reaches the age of majority.

b. *Surviving Spouse is Considered the Sole Beneficiary.* If the sole Designated Beneficiary is the Client's surviving spouse, the remaining interest must be distributed over the longer of:

- The spouse's life expectancy, or
- The Client's remaining life expectancy determined in the year of the Client's death.

Calculation of RMD for Surviving Spouse.

- The amount that must be distributed each year beginning with the year following the year of the Client's death is determined by dividing the value of the IRA as of the end of the preceding year by the applicable remaining life expectancy (either that of the surviving spouse or the Client).
- The life expectancy of the spouse and that of the Client are each determined using the number in the Single Life Table (or such other table as may be required by law or regulation) that corresponds to the age of the spouse and the Client in the year specified reduced by 1 for each subsequent year.

Distributions upon Death of Surviving Spouse Beneficiary.

- Any interest remaining after the spouse's death must be distributed over the spouse's remaining life expectancy determined using the spouse's age as of his or her birthday in the year of the spouse's death, or, if the distributions are being made over the Client's remaining life expectancy, over that period.

c. *Non-Eligible Designated Beneficiary.* If the beneficiary is an individual but is not an Eligible Designated Beneficiary, the beneficiary's interest is subject to the Ten-Year Rule.

d. *No Designated Beneficiary.* If there is no Designated Beneficiary (meaning the beneficiary is an entity such as an estate or charity), the remaining interest must be distributed over the Client's remaining life expectancy determined in the year of the Client's death.

Calculation of RMD if No Designated Beneficiary

- The amount that must be distributed each year beginning with the year following the year of the Client's death is determined by dividing the value of the IRA as of the end of the preceding year by the Client's remaining life expectancy.
- The life expectancy of the Client is determined using the number in the Single Life Table (or such other table as may be required by law or regulation) that corresponds to the age of the Client in the year specified reduced by 1 for each subsequent year.

6.5 *Required Distributions After Client's Death (Applicable to Distributions to Beneficiaries of Traditional IRAs When Client Dies Before RBD and to Distributions to Beneficiaries of Roth IRAs without regard to an RBD)*

If this IRA is designated as a Roth IRA upon establishment of the IRA, no amount is required to be distributed prior to the death of the Client. The required distributions rules applicable to a beneficiary of a Traditional IRA when the Client dies before the

RBD, and the required distributions rules applicable to a beneficiary of a Roth IRA when the Client dies, are the same. After the Client's death, the remaining portion of the Client's interest in the IRA is required to be distributed to the individuals and/or entities entitled to receive the Client's interest at least as rapidly as follows:

a. *Eligible Designated Beneficiaries Generally.* If the Beneficiary is an Eligible Designated Beneficiary, and is not the Client's surviving spouse, or is the Client's surviving spouse who has not elected to treat the account as their own under paragraph 6.7, the entire interest must be distributed either (i) over the remaining life expectancy of the beneficiary (with distributions starting by the end of the year following the year of the Client's death) or (ii) if elected by the beneficiary, subject to the Ten-Year Rule.

   Life expectancy is determined using the age of the Eligible Designated Beneficiary as of his or her birthday in the year following the year of the Client's death.

   If this is an inherited IRA within the meaning of Section 408(d)(3)(C) of the Code established for the benefit of a non-spouse Eligible Designated Beneficiary by a direct trustee-to-trustee transfer from an eligible retirement plan in accordance with Section 402(c)(11) of the Code, and the transfer is made no later than the end of the year following the year of the Client's death, notwithstanding any election made by the deceased Client, the non-spouse Eligible Designated Beneficiary may elect to have distributions made in accordance with this section 6.5(a).

b. *Surviving Spouse Is Sole Beneficiary.* If the Designated Beneficiary is the Client's surviving spouse and the surviving spouse has not elected to treat the IRA as their own or the IRA is not treated as their own under paragraph 6.7, the entire interest must be distributed, starting by the end of the year following the year of the Client's death (or by the end of the year in which the Client would have attained RBD, if later):

   - Over such spouse's life expectancy, or
   - If elected, in accordance with the Ten-Year Rule

   Distributions upon Death of Surviving Spouse Beneficiary.

   If the surviving spouse dies before distributions are required to begin, the remaining interest is required to be distributed, starting by the end of the year following the year of the spouse's death:

   - Over the spouse's Designated Beneficiary's remaining life expectancy determined using the Designated Beneficiary's age as of his or her birthday in the year following the death of the spouse, or
   - If elected, in accordance with the Ten-Year Rule.

   If the surviving spouse dies after distributions are required to begin, any remaining interest must be distributed over the spouse's remaining life expectancy determined using the spouse's age as of his or her birthday in the year of the spouse's death.

c. *Non-Eligible Designated Beneficiary.* If the beneficiary is an individual but is not an Eligible Designated Beneficiary, the beneficiary's interest is subject to the Ten-Year Rule and must be fully distributed to the beneficiary by the end of the year containing the tenth anniversary of the Client's death (or of the spouse's death in the case of the surviving spouse's death before distributions are required to begin under paragraph (b) above).

d. *No Designated Beneficiary.* If there is no Designated Beneficiary (meaning the beneficiary is an entity such as an estate or charity), the entire interest is subject to the Five-Year Rule and must be distributed by the end of the year containing the fifth anniversary of the Client's death.

e. *Calculation of RMD Under Life Expectancy Method.* The amount to be distributed each year under paragraph (a) or (b) is determined by dividing the value of the IRA, as of the end of the preceding year, by the remaining life expectancy specified in the paragraph that applies. Life expectancy is determined using the Single Life Table in Treasury Regulation Section 1.401(a)(9)-9 Q&A-1 (or such other table as may be required by law or regulation).

   - If distributions are being made to a surviving spouse as the sole Designated Beneficiary, the spouse's remaining life expectancy is the number in the Single Life Table (or such other table as may be required by law or regulation) that corresponds to the spouse's age in the year.
   - In all other cases, remaining life expectancy is the number in the Single Life Table (or such other table as may be required by law or regulation) that corresponds to the Beneficiary's age in the year specified in paragraph (a) or (b) and reduced by 1 for each subsequent year.

6.6 The "value" of the IRA includes the amount of any outstanding rollover, transfer and recharacterization under Treasury Regulation Section 1.408-8 Q&As 7 and 8.

6.7 A Client's surviving spouse who is considered the sole Designated Beneficiary of this IRA may elect to treat it as his or her own IRA by redesignating it (according to the procedures established by the Custodian) as an IRA in the name of the surviving spouse (rather than as a Beneficiary of the Client). In accordance with the procedures established by the Custodian, a surviving spouse of a deceased Client will also be deemed to make that election by either:

   - Contributing any amount to the IRA, or
   - Failing to cause the distribution to the surviving spouse as Beneficiary of the amount required to be distributed according to this Article VI following the death of the Client within the required time period. A surviving spouse who makes that election will thereafter be deemed to be the Client.

6.8 The Beneficiary, or, if this an inherited IRA within the meaning of Section 408(d)(3)(C) of the Code (without regard to subsection (C)(ii)(II) thereof), the Client, must notify the Custodian (in a manner acceptable to the Custodian) of any election desired to be made, including an election to establish separate accounts for each beneficiary with respect to this IRA.

   - The Custodian has no duty, obligation or responsibility to notify the Beneficiary or the Client, as applicable, as to the Client's obligations under the Code.
   - Except as directed by any guidance issued by the IRS, the Custodian has no obligation or responsibility to determine the amount that must be distributed from the IRA at any time.
   - The Custodian is not liable for any tax or penalty imposed upon the Beneficiary or Client, as applicable, if the Beneficiary or Client fails to receive any distribution, or the requisite minimum distribution from his or her account. For purposes of Sections 6.4 and 6.5, a Client may aggregate IRAs from the same decedent for purposes of

the RMD rules according to Treasury Regulation Section 1.408-8 Q&A 9.

6.9 Regardless of any other provision of this Agreement (or any other instruction received, such as a beneficiary designation):

- The Custodian is not required to make any distribution from this IRA until directed on a form provided by, and delivered to, the Custodian for that purpose or otherwise in a manner acceptable to the Custodian.
- The Custodian has no duty or responsibility to initiate the making of or to see to the application of any distribution from the IRA, or to calculate the amount of any distribution, except to the extent required by law.
- In addition to receiving proper distribution instructions and being advised by the Client of the reason for the distribution, the Custodian may condition any distribution of the IRA, any assignment of the IRA, or any request made by a trustee or executor to bypass an estate or trust beneficiary of the IRA upon receipt of any and all applications, certificates, tax waivers, signature guarantees and other documents (including proof of any legal representative's authority) deemed necessary or advisable by the Custodian, in the Custodian's sole judgment.
- The Custodian has no liability for any loss, tax or penalty incurred by the Client due to the Custodian's failure to comply with any instruction for distribution or to establish separate accounts until the Custodian has received all information and documents which it, in its sole judgment, requires.
- The Client acknowledges that the Custodian is not liable for any tax or penalty imposed upon the Client if the Client fails to receive any minimum distribution from the IRA.

6.10 The term "Beneficiary" means the person or persons designated as such by the Client in a form acceptable to, and accepted by, the Custodian, including a Successor Beneficiary.

- The designation may name individuals, persons, estates, trusts or legal entities.
- If the Client does not complete a designation for the IRA, the term "Beneficiary" shall mean the Client's surviving spouse (at the time of death), and if none, then the Client's estate. If the Client completes a designation, but the designation does not effectively dispose of the entire IRA by the time such distribution is to commence, then, for any part not effectively disposed of, the term "Beneficiary" shall mean the named beneficiaries in such allocations or proportions as designated.
- The form last accepted by the Custodian before the Client's death shall be controlling, whether or not it fully disposes of the entire IRA, and it shall revoke all prior designations.
- If the Client designates the Client's spouse as Beneficiary, the Client's subsequent divorce or legal termination of the marriage will automatically revoke the designation (or portion of the designation); provided, however, knowledge of marital status shall not be imputed to the Custodian if the Custodian has not been properly informed in writing of the Client's divorce or legal termination of the marriage. Revocation of the Client's former spouse as the Client's Beneficiary in connection with the Client's divorce or legal termination of the marriage shall result in the Client's former spouse being treated as if the former spouse had predeceased the Client. For example, if the Client's spouse was the Client's sole primary beneficiary and the Client divorced the spouse, the contingent beneficiary(s) listed on the Client's beneficiary designation form would become eligible to receive the Client's IRA on the Client's death, unless the Client changed his or her beneficiary designation before the Client's death to designate another beneficiary(s).
  The Client may designate the Client's former spouse as Beneficiary (in whole or part) by completing a new change of beneficiary form after the divorce is final or in connection with the divorce proceedings.
- The Beneficiary designated by the Client, following the death of the Client, may name a person or persons entitled to receive any assets remaining in the IRA upon the death of the original Beneficiary (i.e., a Successor Beneficiary). The Successor Beneficiary shall be designated by the original Beneficiary in a form acceptable to, and accepted by, the Custodian. If the Beneficiary does not name a Successor Beneficiary, the IRA assets will be paid to the Beneficiary's surviving spouse and if none, the Beneficiary's estate.
- If the Client has more than one Designated Beneficiary, the oldest Designated Beneficiary's life expectancy will be used for RMD calculation purposes.
- If a Beneficiary (i) does not establish an inherited IRA and complete a rollover of the Beneficiary's interest in the Client's IRA into the inherited IRA and (ii) does not survive the Client by 120 hours, the portion due to that Beneficiary shall be allocated as if the Beneficiary predeceased the Client (referred to herein as the "Survival Requirement"). For the avoidance of doubt, if a Beneficiary completes the transfer into their own inherited IRA, but does not survive the Client by 120 hours, the Beneficiary shall be deemed to be the Beneficiary as of the date of the Client's death.
- With respect to items (a) through (e) below, the Custodian shall not have any responsibility and may rely conclusively upon and shall be fully protected and be free from all liability in acting upon, the written statement of the appropriate authority, which may be the court-appointed executor of the Client's will, the court-appointed administrator of the Client's estate, or any or all of the Beneficiaries Client has designated, including the trustee of any trust designated as a Beneficiary or any custodian holding funds for the benefit of a minor Beneficiary, as determined by the Custodian in its sole discretion:

  a. The interpretation of any applicable federal or state law contained in the beneficiary designation;

  b. Whether any condition or restriction contained in the beneficiary designation has been satisfied;

  c. The number, identity and existence of persons or entities designated as beneficiaries in the beneficiary designation, including where the Client has not identified the person with sufficient specificity in the beneficiary designation;

  d. The portion or amount of the IRA allocated to any Beneficiary; and

  e. The interpretation, construction or application of any document referenced in the beneficiary designation.
- Any provision of the beneficiary designation that is inconsistent with or contrary to any provision of this Custodial Agreement shall be null and void and the Agreement shall govern in all instances where there is a conflict between the beneficiary

designation and the Agreement, notwithstanding any language to the contrary in the beneficiary designation.

- After the Client's death, and consistent with the Survival Requirement described in this Section 6.10 above, each Beneficiary shall become the owner of the portion of the IRA allocated to such Beneficiary under the beneficiary designation and the Client's estate shall not have any rights with respect to the IRA. Each Beneficiary shall be required to establish his or her own inherited IRA with the portion of the IRA allocated to such Beneficiary under the beneficiary designation. Pending establishment of each Beneficiary's own inherited IRA each Beneficiary shall be bound by the terms of this Agreement; provided, however, that no contribution may be made to the IRA by a Beneficiary, no distribution may be made from the IRA to a Beneficiary and no Beneficiary may designate his or her own Beneficiary. If a Beneficiary dies at least 120 hours after the Client's death, but prior to the establishment of the Beneficiary's own inherited IRA, the Beneficiary's allocated portion of the IRA shall be paid to the Beneficiary's surviving spouse, and if there is no surviving spouse, to the Beneficiary's estate.
- If any Beneficiary desires to disclaim all or any portion of his or her interest in the IRA, in addition to any other requirements imposed by applicable local, state or federal law, the Beneficiary shall deliver to the Custodian a written notarized statement (e.g., the UBS Disclaimer of Beneficial Interest in a Retirement Account form) or court-filed document reflecting such disclaimer, and the Custodian shall rely conclusively upon, and shall be fully protected in acting upon, such written statement or document as to the effectiveness of such disclaimer. Such disclaimer shall be delivered to the Custodian no later than nine (9) months after the Client's death or, if later, the Beneficiary attaining age 21.

ARTICLE VII—Custodial Agreement

7.1 The Client gives the Custodian the right to amend this Agreement, whether prospectively or retroactively, provided that no amendment that may materially and adversely affect the Client shall be effective until the expiration of a thirty (30) day period. The Custodian will provide notice to the Client of each amendment by mail, by including a notice in materials regularly distributed to IRA Clients, or by electronic media, and the Client is considered to have consented to the amendment unless, within thirty (30) days after the notice is given, the Client either:

- Directs the Custodian to make a total distribution of all of the assets then in the IRA, or
- Removes the Custodian and appoints a successor according to Article XI.

The Custodian reserves the right to deduct from the amount distributed or transferred any unpaid fees or expenses, including the annual maintenance fee and any termination, transfer or other fees and charges previously disclosed (whether or not the Client refused to consent to any amendment).

7.2 If at any time this IRA has no balance, the Custodian may deem the IRA to be terminated in accordance with the Custodian's procedures.

7.3 The Client and the Custodian agree that the Custodian has the absolute right to amend, revise or substitute fee schedules identified or referred to in the Disclosure Statement and that no amendment, revision or substitution of a fee schedule shall be deemed an amendment of this Agreement.

ARTICLE VIII—Administration of the IRA

8.1 The Custodian shall be responsible only for carrying out the responsibilities specifically set forth in this Agreement and no others.

- The Client agrees that the Custodian shall not be liable to the Client for any loss, liability, cost or expense incurred by the Client as a result of any act or omission by the Custodian in performing these responsibilities, except as a result of gross negligence or willful misconduct by the Custodian.
- The Custodian, in its discretion, may delegate to one or more agents the responsibility to carry out any of its responsibilities, and may compensate such agents for expenses attendant to those responsibilities.
- The Client agrees that the Custodian shall not be liable for any act or omission of any agent (whether or not constituting gross negligence or willful misconduct) to whom it has delegated any such responsibility.

8.2 The Custodian shall not have any discretionary authority or control or otherwise assume any fiduciary duties with respect to the IRA, and none shall be implied, except and solely to the extent it makes an investment recommendation or otherwise agrees to such authority, control or duty in writing. The Custodian shall not be liable for (nor assume any responsibility for) the deductibility of any contribution or the eligibility of any contributions under this Agreement, or the purpose or appropriateness of any distribution according to Article VI. These matters are the sole responsibility of Client.

8.3 The Custodian will use reasonable efforts to deliver, or arrange to be delivered, to the Client, or at the written direction of the Client to a third party, all annuity policies, prospectuses, annual reports, proxies and proxy soliciting materials actually received by the Custodian with respect to assets in the IRA. Unless agreed to in writing, the Custodian shall not be responsible for:

- Voting any shares of stock or taking any other action,
- Granting any consents or waivers,
- Exercising any conversion privileges, or
- Taking any action permitted to be taken with respect to any asset in the IRA.

8.4 The Custodian may rely upon, and shall not be liable when acting in good faith upon, any written, oral or electronic order from the Client or any notice, request, consent, certificate or other instrument or paper believed to be genuine and to have been properly executed. If any such directions are not received as required or, if received, are unclear in the sole opinion of the Custodian, compliance with the instructions may be delayed, without liability for any loss caused by any delay, pending receipt of instructions or clarification that the Custodian considers appropriate.

If the Custodian receives any conflicting claims to some or all of the assets in the IRA (including any claim inconsistent with the then designation of Beneficiaries), the Custodian may, at its discretion and without liability:

- Hold some or all of the assets in the IRA until it receives evidence satisfactory to the Custodian that ownership has been resolved, or
- Deposit some or all of the assets in the IRA into the registry or custody of any court of competent jurisdiction together with any such legal pleadings as the Custodian may deem appropriate (charging

the IRA for any resulting costs or expenses, including attorney's fees and disbursements).

8.5 Minors.

a. *Establishing an IRA for a Minor.* An IRA may be established in accordance with procedures established by the Custodian for an individual who is a minor under applicable state law by the minor's parent or legal guardian, provided the minor has his or her own Compensation. The establishment of an IRA for a minor may require, among other things, the court appointment of a guardian for the minor's IRA, and completion of any other documentation that the Custodian reserves the right to request.

b. *Minor Inheriting an IRA.* A beneficiary of an IRA may be an individual who is a minor under applicable state law, and such IRAs will be governed by procedures established by the Custodian, which may require, among other things, the court appointment of a guardian for the minor's IRA when a legal guardian is not listed in the beneficiary designation that allocated the IRA to the minor beneficiary.

8.6 The Custodian will maintain separate records for the interest of each individual.

Article IX—Reports and Tax Filings

9.1 The Client agrees to promptly provide the Custodian with necessary information in a manner that may be necessary or helpful for the Custodian to prepare or file any reports according to Section 408(i) of the Code and the relevant Treasury Regulations.

9.2 The Custodian agrees to prepare and furnish annual calendar-year reports on the status of the IRA, including any contributions to, and distributions from (including information on RMDs) the IRA as required by the Code and the Commissioner of Internal Revenue.

9.3 The Client acknowledges and understands that while an IRA is generally exempt from income taxes, some investments generate what is called "unrelated business taxable income" which is subject to current income tax. Unrelated business taxable income can result, for example, from an investment in a limited partnership that incurs debt or that actively conducts any trade or business. Further, the Client acknowledges and understands that if an IRA generates federal unrelated business taxable income which for any year exceeds $1,000, then unrelated business income tax ("UBIT") will be due and a tax return, IRS Form 990-T, Exempt Organization Business Income Tax Return, must be filed. Moreover, the Client acknowledges, understands and agrees that if a Form 990-T is required to be filed, an employer identification number (EIN) must be obtained for the IRA from the IRS (applications for an EIN are made by filing Form SS-4 with the IRS). The Client acknowledges and understands that UBIT is an expense of the IRA and should be paid from the IRA that generated the unrelated business taxable income. The Custodian shall file the Form 990-T on behalf of the IRA, unless otherwise agreed with the Client. Also, if one has not already been provided, the Custodian will file for an EIN.

The Client is responsible for providing the complete necessary liquidity to pay the full amount of federal UBIT due. Client understands that Custodian may debit the Client's account and pay to the IRS on behalf of the IRA any UBIT owed for a given tax year. If, however, the Client has not provided the complete liquidity necessary for the Custodian to pay the full amount of any UBIT owed, Client shall be responsible for such payment. The Custodian shall not be responsible for any taxes or penalties owed for the late payment of such UBIT.

9.4 With the exception of a tax return, statement or report prepared by the Custodian under Section 9.1, 9.2 or 9.3 above, the Client is solely responsible for the preparation and filing of any tax return or report or tax claim required or advisable under the Code regarding any investment in the IRA and the Client must provide the Client's Financial Advisor (as defined in Section 13.10) with any instructions regarding the payment of any such taxes. If the signature of the Custodian is required on any tax return or report or claim, the Client acknowledges, understands and agrees that the Client must deliver an original and one copy of the completed return, report or claim to the Client's Financial Advisor at least two weeks before the date that the tax return or report or tax claim is due, accompanied by a stamped, addressed envelope for mailing the return, report or claim.

This Section 9.4 includes any return or report required as a result of:

- Realizing any gross income from any unrelated trade or business or unrelated debt financed income (including the Form 990-T in cases where the Client has provided written notification to the Custodian, and the Custodian has agreed, that the Client will complete the Form with the Client's own tax advisors),
- The occurrence of a windfall profits tax, or
- Any other return or report necessary to obtain any credit or refund of tax previously paid.

The Client acknowledges, understands and agrees that the Custodian has no responsibility for, and so will not, review any tax return or report or tax claim described in this Section 9.4 to determine whether it is complete or correct and will not sign any such form without a letter of instruction from the Client acceptable to the Custodian.

ARTICLE X—IRA Fees and Expenses; Tax Withholding

10.1 The Custodian, for its services as Custodian of the IRA, shall receive various fees applicable to maintaining the IRA. The Custodian reserves the absolute right to revise these fees at any time or from time to time. Further, the Custodian reserves the right to receive additional fees or compensation for additional or extraordinary services that the Custodian considers to be necessary to conserve the assets of the IRA or that the Client requests, plus, in either case, reimbursement for all relevant out-of-pocket expenses.

10.2 The Custodian reserves the right to also receive such fees and compensation for implementing or completing securities transactions on behalf of the IRA and for any other relevant broker-dealer or investment advisory services as requested by the Client subject to applicable disclosure or documentation, all of which shall be charged to the IRA unless otherwise agreed to in writing by the Custodian and the Client.

10.3 Taxes plus any relevant interest and penalties imposed on the IRA shall be charged to the IRA.

10.4 Any fees and other administrative expenses chargeable to the IRA shall be deducted from the IRA; provided, however, that the Client may elect to pay certain fees and expenses directly to the Custodian, but if not so paid, the fees and expenses will be deducted from the IRA. The Client understands and agrees that the Custodian will follow the process outlined for annual account fee billing in the other agreements governing the IRA (which may include, but not be limited to, the Client Relationship Agreement) to satisfy the payment of outstanding fees and expenses from the IRA.

10.5 If the Custodian has terminated the IRA and elected to distribute all or any part of the assets in the IRA and the Client does not provide a tax withholding election for such distribution, then the Custodian shall cover the required tax withholding by following the process outlined for annual account fee billing in the other agreements governing the IRA (which may include, but not be limited to, the Client Relationship Agreement) as if the tax withheld were a fee or other administrative expense.

10.6 The Client shall indemnify the Custodian and hold the Custodian harmless from and against any and all loss, liability, cost or expense (including attorneys' fees and disbursements):

- Incurred by or asserted against the Custodian of this IRA, except those which arise due solely to the Custodian's gross negligence or willful misconduct,
- With respect to the acquisition, holding or disposition of any investment, or
- As a result of making or failing to make any distribution.

The Custodian shall not be obligated or expected to initiate or defend any legal action or proceeding in connection with the IRA unless agreed upon by the Custodian and the Client, and unless the Custodian is fully indemnified to its satisfaction for so doing.

ARTICLE XI—Resignation or Removal of the Custodian

11.1 Upon thirty (30) days' prior notice to the Custodian (or a shorter period, if accepted by the Custodian):

- The Client may remove the Custodian as the custodian of this IRA.
- The Client must identify the successor custodian in the notice to the Custodian.

The Custodian may resign at any time upon thirty (30) days' notice to the Client.

- The Custodian may resign and substitute another custodian if the Custodian receives notice from the Commissioner of Internal Revenue that such a substitution is required because it has failed to comply with the requirements of Treasury Regulation Section 1.408-2(e).
- Except as required above, upon its resignation, the Custodian may, but shall not be required to, appoint a qualifying successor custodian.
- If the Custodian upon its resignation appoints a successor and the Custodian does not receive from the Client within thirty (30) days of its resignation, written notice of the Client's appointment of a different successor custodian, then the Client will be deemed to have ratified, confirmed and accepted the Custodian's appointed successor.
- If the Custodian resigns without appointing a successor, the Client shall appoint a successor custodian within thirty (30) days of the Custodian's resignation. Failure to appoint a successor custodian in the required time shall result in the termination of the IRA and distribution of the assets in the IRA in accordance with Sections 12.1 and 12.2.

Notwithstanding the transfer of the assets of the IRA to a successor custodian or the distribution of the assets of the IRA upon termination of the IRA, the Client (and the IRA) shall remain liable for payment in full of all of the fees and other administrative charges and any expenses then due and payable or which become due and payable as a result of, upon or following any transfer or distribution of the assets of the IRA as described in Article X.

11.2 To qualify, a successor custodian shall be a bank, insured credit union, or other entity or person satisfactory to the Secretary of the Treasury according to Treasury Regulation Section 1.408-2(e).

- The Client represents and warrants that any successor custodian appointed by the Client is qualified to act as a custodian of this IRA.
- Upon receipt by the Custodian of notice (whether written or electronic) of the appointment by the Client of a successor custodian and such documentation as the Custodian deems appropriate, the Custodian shall transfer and pay over to the successor the assets of the IRA.

Notwithstanding the foregoing, the Custodian is authorized to reserve an amount of money or other property as it may determine is advisable for payment of all its fees, compensation, costs and expenses, or for payment of any other liabilities actually or potentially constituting a charge on or against the assets of the IRA or on or against the Custodian. Any balance of such reserve remaining after the payment of all such items is to be paid over to the successor custodian.

11.3 The Custodian shall not be liable for the acts or omissions of any successor custodian, even if such successor custodian has been appointed by the Custodian.

ARTICLE XII—Termination of the IRA

12.1 The Custodian may terminate the IRA if, within thirty (30) days after the resignation or removal of the Custodian, no successor custodian has been appointed or the successor custodian appointed by the Client fails or refuses to accept any asset in the IRA transferred by the Custodian. In addition, the Custodian may terminate the IRA at any time the Client appoints a successor custodian in connection with a transfer of all or part of the IRA to another custodian, if the successor custodian fails or refuses to accept any asset in the IRA transferred by the Custodian. To complete the termination of the IRA, the Custodian shall distribute any assets remaining in the IRA in a lump-sum in cash or in kind to the Client, subject to the Custodian's right to reserve funds as provided in Section 11.2 and to sell assets to satisfy any tax withholding obligations of the Client as provided in Section 10.5.

12.2 The termination of the IRA shall not terminate the Client's obligations, representations or agreements nor the Custodian's rights or remedies, including the Client's obligation covered in Section 10.6 to indemnify the Custodian. The Custodian's obligations under this Agreement shall terminate upon termination of this IRA. Upon delivery or distribution of any assets in the IRA to, or upon order of, the Client, the Custodian shall be relieved from all further liability under this Agreement with respect to the assets delivered or distributed.

ARTICLE XIII—Miscellaneous

13.1 "UBS Financial Services Inc.," shall mean UBS Financial Services Inc., a Delaware corporation, and any successor corporation by merger, consolidation or liquidation, as well as any other entity to which UBS Financial Services Inc. has transferred all or a substantial portion of its retail brokerage business. UBS Financial Services Inc. is referred to herein as the "Custodian."

13.2 If UBS Financial Services Inc. is a party to any other agreement with the Client, nothing contained therein shall be construed to diminish, reduce or eliminate any rights which UBS Financial Services Inc. may have under this Agreement nor shall anything in this Agreement be construed to diminish, reduce or eliminate any obligations of the Client under any such other agreement.

13.3 Any notice, communication or disclosure (including, but not limited to, any "applicable notice" as defined

under Section 1.401(a)-21(e)(1) of the Treasury Regulations) to the Client regarding this Agreement or the Disclosure Statement shall be considered given upon mailing to the Client (by any class of mail) at the Client's last address appearing on the records of the Custodian. Any notice, communication or disclosure given by the Custodian to the Client may be:

- Provided separately, or
- Included with any brokerage account statement mailed or sent (either by hard copy or by electronic media, if permitted by applicable law).

Notwithstanding the foregoing, the Custodian reserves the right to deliver any notice, communication or disclosure to the Client by electronic medium (as defined under Section 1.401(a)-21(e)(3) of the Treasury Regulations) and the Client shall be deemed to have the effective ability to access the electronic medium used to provide the notice, communication or disclosure under Section 1.401(a)-21(c)(2) of the Treasury Regulations, unless the Client requests a paper copy of the applicable notice, communication or disclosure within 30 days after the Custodian mails a written paper notice to the Client, in accordance with the first two sentences of this Section 13.3, regarding the availability of the notice, communication or disclosure.

13.4 The Client shall not have the right or power to anticipate any part of the IRA or to sell, assign, transfer, pledge or hypothecate any part thereof. The IRA shall not be liable for the debts of the Client or subject to any seizure, attachment, execution or other legal process in respect thereof, except as provided by law. At no time shall it be possible for any part of the income or assets of the IRA to be used for, or diverted to, purposes other than for the exclusive benefit of the Client.

13.5 This Agreement shall be construed and administered in accordance with the laws of the State of New York, without regard to the choice of law principles thereof.

13.6 This Agreement is intended to qualify as an individual retirement plan as defined in Section 7701 (a)(37) of the Code to entitle the Client to the retirement savings deduction provided under Section 219 of the Code if the Client is eligible. If any provisions of this Agreement are subject to more than one interpretation or any term used herein is subject to more than one construction, such ambiguity shall be resolved in favor of that interpretation or construction which is consistent with that intent.

13.7 The relevant Code sections and the Treasury Regulations contain numerous complex and technical rules relating to IRAs, including, but not limited to, rules governing the deductibility of contributions, early distributions, required minimum distributions, rollovers, prohibited transactions and the removal of excess contributions. The Custodian has advised the Client that if the Client has any questions as to the treatment of any transaction involving the Client's IRA under the Code and the Treasury Regulations, the application of any state or local income tax laws, or the effect of any other tax, estate, inheritance or property laws, the Client should obtain and rely upon the advice of the Client's personal tax advisor or attorney.

The Client agrees that the Custodian has no responsibility or obligation to advise the Client as to the tax treatment of any transaction or to caution the Client as to any adverse consequences of any transaction involving the IRA. The Client agrees that the Custodian will not be liable to the Client for any income taxes, penalties or other damages of any kind that may result from the Client's failure to follow these technical rules, or any claim of a failure of the Custodian to advise the Client (or of having advised the Client incorrectly) as to the tax treatment of any transaction involving the Client's IRA.

13.8 If IRA assets are escheated to a state unclaimed property fund under applicable state abandoned or unclaimed property laws, the escheatment will be treated as a taxable distribution (to the extent such amount would have been taxable to the Client or a Beneficiary, as applicable), and if taxable, the Custodian shall withhold from the distribution federal income tax at 10 percent (or at the elected withholding amount appearing on the Client's last approved disbursement or withholding election form) and any other income taxes required to be withheld under applicable law. The Client represents to the Custodian that the Client understands the tax consequences of escheatment and that it is the Client's responsibility to keep the Custodian informed of the Client's current address and contact information.

13.9 The Client may provide the Custodian with one or more a trusted contact persons as provided for in the Client Relationship Agreement (or such other agreement governing the IRA).

13.10 References to the "Financial Advisor" shall include both the Client's UBS Financial Advisor and the UBS Wealth Advice Center.

Disclosure Statement for SIMPLE Retirement Accounts

Highlights
A—Revocation of this SIMPLE IRA
B—Introductory Information
C—Eligibility and Contributions
D—Transfers and Rollovers; Rollover Chart
E—Inherited SIMPLE IRAs
F—Taxation of SIMPLE IRA Distributions
G—Required Minimum Distributions
H—SIMPLE IRA Beneficiaries
I—Investment of Contributions
J—Fees and Expenses of the SIMPLE IRA
K—Tax Matters
L—Termination of the SIMPLE IRA
M—Amendment of the SIMPLE IRA
N—Trusted Contact

Highlights

- Under your employer's SIMPLE IRA Plan, you can establish your own simple retirement account ("SIMPLE IRA"), which generally operates under the same rules that govern a Traditional individual retirement account ("IRA").
- The only contributions that can be made to a SIMPLE IRA consist of your pre-tax salary reduction contributions, required employer matching or non-elective contributions, and discretionary employer non-elective contributions.
- Tax-free rollovers are allowed between SIMPLE IRAs at any time and from SIMPLE IRAs to "eligible retirement plans" (i.e., Traditional IRAs, qualified employer plans, etc.) only after a two-year period has expired since you first participated in your employer's SIMPLE IRA Plan.
- All amounts distributed to you from a SIMPLE IRA are taxable at ordinary income tax rates.
- Although various tax rules may apply, the portion of SIMPLE IRA distributions consisting of pre-tax contributions and earnings are typically taxed at ordinary income tax rates.
- Generally, required minimum distributions (RMDs) must be distributed after the owner of a SIMPLE IRA reaches age 73 (or such earlier or later age as may be specified by applicable law). See Section G for details.
- If you are a beneficiary of a SIMPLE IRA, different distribution rules are applicable that vary depending on your relationship to the deceased SIMPLE IRA owner and whether the SIMPLE IRA owner had started distributions.

Important notice

We are required to provide you with this Disclosure Statement, which provides a general overview of the SIMPLE IRAs and the tax consequences of certain transactions involving SIMPLE IRAs. UBS Financial Services Inc. and its affiliates do not provide tax or legal advice. IRA rules can be complex and we urge you to consult your tax or legal advisor with any questions you have concerning your SIMPLE IRA.

A. Revocation of this SIMPLE IRA

When you first establish your SIMPLE IRA, you may revoke the SIMPLE IRA at any time within seven (7) days after the date you receive this Disclosure Statement. If you are eligible to revoke your SIMPLE IRA and wish to revoke the SIMPLE IRA within the seven (7) day time limit, you may do so by mailing or delivering a written notice of revocation to the following address:

Retirement Consulting Services—Operations
UBS Financial Services Inc.
1000 Harbor Boulevard, 6th Floor
Weehawken, NJ 07086-6791

We will consider your notice to be given on the date that it is postmarked if it is mailed by US first class postage prepaid mail (or if sent by certified or registered mail, the date of certification or registration), provided it is properly addressed to and received in due course by UBS Financial Services Inc. ("UBS").

If you revoke your SIMPLE IRA within this seven-day period, you are entitled to a return of the entire amount you originally paid into your SIMPLE IRA, without adjustment for such items as brokerage commissions or fees, administrative expenses, or fluctuations in market value.

If you have any questions as to your right to revoke this SIMPLE IRA, please call your UBS Financial Advisor.

B. Introductory Information

SIMPLE IRA Plans. Certain small employers with 100 or fewer employees—may establish a Savings Incentive Match Plan for Employees, called a SIMPLE IRA Plan, in accordance with Section 408(p) of the Internal Revenue Code of 1986, as amended (the "Code") and the applicable Treasury regulations thereunder (the "IRS Regulations"). If you are eligible to participate in your employer's SIMPLE IRA Plan, your employer is required to notify you and provide you with a summary description of the SIMPLE IRA Plan. Once you are eligible to participate, you can establish your own SIMPLE IRA through your employer's SIMPLE IRA Plan, which entitles you to make salary reduction contributions. Your employer is required to contribute either matching or nonelective contributions on your behalf. Your employer may also contribute discretionary nonelective contributions on your behalf.

Disclosure Statement. IRS Regulations require UBS to provide you with this Disclosure Statement. It consists of a general description of the requirements and features of SIMPLE IRAs and a summary of the material terms of the UBS Custodial Agreement for SIMPLE Retirement Accounts (the "Custodial Agreement"). References to "we", "us" or "our" throughout the Disclosure Statement refer to UBS. References to "you" or "your" throughout the Disclosure Statement refer to the individual establishing the SIMPLE IRA.

A copy of the Custodial Agreement accompanies this Disclosure Statement. The Custodial Agreement is a legal agreement between you and UBS. Please review the agreement carefully (available online at ubs.com/agreementsanddisclosures). The Custodial Agreement and Disclosure Statement provided to you when you open your first SIMPLE IRA with us will apply to any SIMPLE IRA that you subsequently open with us. Any such subsequent account will be assigned a new account number.

Before deciding to open a SIMPLE IRA with UBS, you should review the commissions, fees and other charges associated with a UBS SIMPLE IRA with your Financial Advisor. Detailed information on our fees and other sources of revenue is available in the brochure "Your relationship with UBS" available at ubs.com/relationshipwithubs. You may receive paper copies of this information by contacting your Financial Advisor.

The Internal Revenue Service ("IRS") also publishes detailed information on SIMPLE IRAs, including IRS Publication 560, "Retirement Plans for Small Business (SEP, SIMPLE, and Qualified Plans)," IRS Publication 4334 (SIMPLE IRA Plans for Small Businesses)," IRS Publication 590-A, "Contributions to Individual Retirement Arrangements (IRAs)," and Publication 590-B, "Distributions from

Individual Retirement Arrangements (IRAs)," which you can obtain from any IRS District Office or online at irs.gov. **You should contact your personal tax or legal advisor if you have any questions about your SIMPLE IRA.**

Legal Requirements. By law, a SIMPLE IRA is a trust or custodial account created by a written document in the United States for the exclusive benefit of you and your beneficiaries. It must meet all of the following requirements:

- The trustee or custodian must be a bank, a federally insured credit union, a savings and loan association or other entity, such as UBS, that has been approved by the IRS to act as an IRA trustee or custodian.
- Contributions, except for rollover contributions, must be in cash and made under a SIMPLE IRA Plan.
- The entire amount in a SIMPLE IRA is fully vested, i.e., non-forfeitable, at all times.
- Assets in your SIMPLE IRA cannot be commingled or combined with other property, except in a common trust fund or common investment fund.
- Money in your SIMPLE IRA cannot be used to buy a life insurance policy.
- Distributions from a SIMPLE IRA must start by April 1st of the year following the year you reach your required beginning distribution age, which is age 73, or such earlier or later age as may be specified by applicable law. See Section G for details.
- If you are a beneficiary of a SIMPLE IRA, different distribution rules are applicable that vary depending on your relationship to the deceased SIMPLE IRA owner and whether the SIMPLE IRA owner had started distributions.

Important Information. This SIMPLE IRA has received an opinion letter from the IRS that it satisfies the applicable requirements for SIMPLE IRAs under Sections 408(p) of the Code. In compliance with IRS guidance and changes to applicable law, we have amended the Custodial Agreement and Disclosure Statement and will reapply to the IRS for approval of the amended documents once the IRS lifts its current suspension of its Prototype IRA Opinion Letter Program. During the suspension, per IRS guidance, adopters of prototype SIMPLE IRAs may continue to rely on the previously received favorable opinion letter.

Your UBS Financial Advisor. References to your UBS Financial Advisor made throughout this Disclosure Statement include the UBS Wealth Advice Center. Accordingly, you may contact your UBS Financial Advisor or the UBS Wealth Advice Center, as applicable, to access additional information, or to provide instructions, with respect to your SIMPLE IRA.

C. Eligibility and Contributions

Establishing a SIMPLE IRA. You may establish a SIMPLE IRA with UBS to receive and hold contributions made on your behalf under your employer's SIMPLE IRA Plan by completing a SIMPLE IRA Application. You may also establish a SIMPLE IRA with UBS by instructing the trustee/custodian of your present SIMPLE IRA to transfer all (or a portion) of the SIMPLE IRA balance to UBS by completing a transfer form that you can obtain from your Financial Advisor.

A SIMPLE IRA may be established in accordance with UBS procedures for an individual who is a minor under applicable state law by the minor's parent or legal guardian if the minor is a participant in an employer SIMPLE IRA Plan. Establishing a SIMPLE IRA for a minor may require, among other things, the court appointment of a guardian for the minor's SIMPLE IRA, and other documentation that UBS may request.

If you are a spouse beneficiary or a non-spouse beneficiary that has inherited a SIMPLE IRA, please refer to the description regarding Inherited SIMPLE IRAs in Section E.

Contributions to a SIMPLE IRA. The only contributions that you are allowed to make to a SIMPLE IRA are those made under a SIMPLE IRA Plan. Contributions under a SIMPLE IRA Plan can only be made to a SIMPLE IRA and cannot be made to any other type of IRA. The contributions to a SIMPLE IRA consist of your salary reduction contributions, if any, and either required employer matching or non-elective contributions. Your employer may also make discretionary employer non-elective contributions to the SIMPLE IRA on your behalf.

Maximum Employee Contributions to a SIMPLE IRA. For 2023, you can elect to contribute 100% of your income up to $15,500 (indexed periodically for inflation) to your SIMPLE IRA.

If you are age 50 or older, you can contribute an additional $3,500 as a "catch-up" contribution (indexed periodically for inflation). Beginning January 1, 2025, if you are at least age 60 but younger than age 64 before the end of the year, you may make a higher annual catch-up contribution to your SIMPLE IRA equal to the greater of $5,000 or 150% of the catch-up contribution limit in effect for the year. After 2025, this adjusted catch-up contribution limit will be indexed for inflation.

The annual cash contribution limit and the catch-up contribution limit will be increased by 110% if you are employed by a qualifying employer with 25 or fewer employees who received at least $5,000 in compensation from the employer for the preceding year or if you are employed by an employer with more than 25 employees that elects to use the higher limit.

Since your contributions are made on a pre-tax basis, your annual taxable income is reduced by the amount of your contribution. You make your election by completing a salary reduction agreement furnished by your employer. Your employer must contribute these salary reduction contributions on your behalf to your SIMPLE IRA by the close of the 30-day period following the last day of the month for which the contributions are made.

Required Employer Contributions to a SIMPLE IRA. Each year, your employer is required to make a contribution to your SIMPLE IRA based on one of two formulas:

- A dollar-for-dollar match of your salary reduction contributions up to 3% of your compensation. Twice during any five-year period, your employer may reduce its match to as little as 1% for the year and must notify you of the reduction.
- A mandatory contribution ("nonelective contribution") equal to 2% of compensation for all eligible employees, regardless of whether they contribute to the SIMPLE IRA Plan. For purposes of calculating nonelective contributions, compensation is limited. For 2023, compensation is limited to $330,000. The limit will be indexed periodically for inflation for years after 2023.

Your employer must make required matching contributions or nonelective contributions to your SIMPLE IRA by the due date (including extensions) of your employer's federal income tax return for the year. For additional details, refer to your SIMPLE IRA Plan.

Discretionary Employer Contributions to a SIMPLE IRA. In addition to the required employer contributions described above, if your SIMPLE IRA Plan so provides, your employer may make the following discretionary contributions to your SIMPLE IRA:

- Beginning January 1, 2024, your employer may elect to treat your student loan payments for qualified higher education loans as salary deferrals for purpose of making matching contributions to your SIMPLE IRA.
- Beginning January 1, 2024, your employer may make a discretionary nonelective contribution to your SIMPLE IRA of up to the higher of 10% of your compensation or $5,000 (indexed for inflation) if you earn at least $5,000. Your employer must contribute discretionary nonelective contribution to all eligible employees on a uniform basis.

For additional details, refer to your SIMPLE IRA Plan.

Certain Repayment Contributions. Certain distributions from a SIMPLE IRA may be contributed (repaid) to the

SIMPLE IRA in accordance with IRS rules. Although this payment is optional, you may make these repayment contributions even if they would cause your total annual contributions to the SIMPLE IRA for the year to exceed the limit on IRA annual contributions for that year. Please consult with your personal tax advisor for additional information or if you have questions regarding your eligibility to make any of these special contributions.

- **Qualified Reservist Distribution Repayments**. If you were a member of a reserve component and you were ordered or called to active duty after September 11, 2001, you may be able to contribute (repay) to an IRA amounts equal to any qualified reservist distributions (as defined in Section F on Taxation of IRA Distributions) you received from an IRA. Repayment of qualified reservist distributions may be made within two years after your active duty ends. No deduction is permitted for these repayment contributions.

- **Qualified Disaster Distribution Repayments**. If you experience a federally-declared disaster (e.g., certain natural disasters, the COVID-19 pandemic, etc.), and you received qualified disaster distributions (as defined in Section F on Taxation of IRA Distributions) from an IRA, you may be able to contribute (repay) to an IRA the amounts equal to any such distributions. Repayment of qualified disaster distributions may be made within three years after the date of distribution.

- **Qualified Birth or Adoption Distribution Repayments**. If you have a qualified birth or adoption, and you receive a qualified birth or adoption distributions (as defined in Section F on Taxation of IRA Distributions) from an IRA, you may be able to contribute (repay) to an IRA amounts equal to such distributions. Repayment of qualified birth or adoption distributions may be made within three years after the date of distribution.

- **Repayment of Distributions in case of Terminal Illness**. If you are terminally ill (as defined in Section F on Taxation of IRA Distributions) and you receive an early distribution from an IRA, you may be able to contribute (repay) to an IRA amounts equal to such distributions. Repayment of these distributions may be made within three years after the date of distribution.

- **Repayment of Distributions in case of Domestic Abuse**. If you are a domestic abuse victim, and you receive a distribution in case of domestic abuse (as defined in Section F on Taxation of IRA Distributions) from an IRA, you may be able to contribute (repay) to an IRA amounts equal to such distributions. Repayment of these distributions may be made within three years after the date of distribution.

- **Repayment of Distributions in case of Personal Emergencies**. If you receive a distribution for purposes of paying emergency personal expenses (as defined in Section F on Taxation of IRA Distributions) from an IRA, you may be able to contribute (repay) to an IRA amounts equal to such distributions. Repayment of these distributions may be made within three years after the date of distribution.

SIMPLE IRA Plan Roth Contributions.
If or when UBS so permits, and if permitted under your employer's SIMPLE IRA Plan, you may elect to designate a SIMPLE IRA as a SIMPLE Roth IRA in accordance with Section 408(p)(12) of the Code and any applicable IRS Regulations. Any Roth contributions to the SIMPLE IRA would then be made in accordance with UBS procedures. An additional account may have to be opened to facilitate this election.

Saver's Tax Credit/Saver's Match.
If eligible, you may be able to claim a "Saver's Tax Credit" for your elective salary deferral contributions to a SIMPLE IRA. The credit (which is in addition to any tax deduction) is limited to a percentage (between 10% and 50% depending on your adjusted gross income (AGI) and filing status) of your SIMPLE IRA contribution up to a maximum of $2,000 for each taxable year (4,000 for joint filers), which will result in a tax credit of up to $1,000 for a year ($2,000 for joint filers). This SIMPLE IRA contribution amount is reduced by certain SIMPLE IRA distributions made during the year. For 2023, the credit applies if your AGI was less than or equal to:

- $73,000 for married filing jointly
- $54,750 for head of household
- $36,500 for single, married filing separately or qualifying widow(er).

These income limits may be adjusted annually for inflation. The credit is available only to individuals age 18 and older who are not students and who are not individuals for whom a dependency exemption is allowed to another taxpayer. You may request that any federal income tax refund attributed to the Saver's Tax Credit be directly deposited into your SIMPLE IRA. See IRS Publication 590-A for more information on Modified AGI for purposes of the Saver's Tax Credit.

Beginning in 2027, the Saver's Tax Credit will be replaced with a government paid matching contribution (a "Saver's Match"). Under this program, you may be eligible to receive a "matching contribution" paid by the government that may be deposited directly into your IRA. The match will be equal to 50% of the first $2,000 contributed to your eligible retirement accounts. The amount of the match will be phased out based on your income level. If your matching contribution is less than $100, you may elect to have the match applied against your tax liability instead of being deposited into your retirement account. The matching credit will not count towards your annual contribution limit. The IRS will likely provide additional information regarding this credit in future IRS publications. If you believe that you may be eligible for the Saver's Tax Credit or Saver's Match, contact your tax adviser for more information.

Inherited SIMPLE IRAs. If you inherit a SIMPLE IRA from anyone other your deceased spouse, you cannot treat the SIMPLE IRA as your own and you cannot make any contributions to the SIMPLE IRA or roll over any amounts into or out of the inherited SIMPLE IRA. You may directly transfer amounts from one inherited SIMPLE IRA to another inherited SIMPLE IRA established in the name of the same deceased SIMPLE IRA owner for the benefit of you as beneficiary.

Excess Contributions.

- If your employer contributes amounts to your SIMPLE IRA on your behalf that are over the maximum amount that is allowed to be contributed to your SIMPLE IRA under the Code or your employer's SIMPLE IRA Plan for the year, that excess amount will be considered an excess contribution.
- You are generally subject to a non-deductible excise tax of 6% on the excess contribution for each year it remains in the SIMPLE IRA. The statute of limitations for excess contributions to an IRA is generally six years from the date you file an individual tax return; however, certain exceptions to the six-year statute of limitations apply.
- If you think your employer may have contributed an excess amount to your SIMPLE IRA, we recommend that you contact your employer and your tax advisor as soon as possible to discuss the excess amount and its timely removal to avoid the excise tax.

D. Transfers and Rollovers; Rollover Chart

This Section D describes the tax rules on SIMPLE IRA rollovers and transfers. For your convenience, a chart summarizing the rollover rules applicable to IRAs prepared by the IRS (and available on the IRS website irs.gov/pub/irs-tege/rollover_chart.pdf) appears at the end of this section.

Transfers to and from SIMPLE IRAs. If you move funds directly to or from your SIMPLE IRA with one trustee or custodian to a SIMPLE IRA with another trustee or custodian, it is a tax-free transfer, not a rollover, and is not affected by the 12-month waiting period between rollovers discussed below. You may transfer your SIMPLE IRA to UBS

by instructing the trustee/custodian of your present SIMPLE IRA to transfer all (or a portion) of the SIMPLE IRA balance to us or by completing a Transfer Form that you can obtain from your Financial Advisor. A transfer incident to divorce is another type of tax-free transfer.

Rollovers to and from SIMPLE IRAs. If you request a withdrawal from an existing SIMPLE IRA that is issued directly to you rather than to a successor trustee or custodian, the amount ultimately deposited into the SIMPLE IRA is considered a rollover subject to the rules discussed below.

- Rollovers, which are typically tax-free movements of money or property, are generally permitted between a Traditional IRA, a qualified employer plan, a 403(b) tax-sheltered annuity or custodial account, or a government-sponsored 457 deferred compensation plan (collectively, these plans are referred to here as "eligible retirement plans") and a SIMPLE IRA.
- Rollovers are permitted to a SIMPLE IRA at any time from another SIMPLE IRA. The two-year waiting period (described below) does not apply to these rollovers.
- A tax-free rollover from a SIMPLE IRA to an eligible retirement plan can occur only after a two-year waiting period has expired. The two-year waiting period is measured from the first date your employer deposited contributions into your SIMPLE IRA. If you rollover an amount from your SIMPLE IRA to an eligible retirement plan (other than to another SIMPLE IRA) before the end of that two-year waiting period, the rollover is treated as a taxable distribution from the SIMPLE IRA and not a tax-free rollover.
- A tax-free rollover from an eligible retirement plan (other than a SIMPLE IRA) to a SIMPLE IRA can be made if (i) the eligible retirement plan has existed for at least two years and (ii) your two-year waiting period has expired.
- You may roll over, on a tax-free basis, all, or part of a distribution to you of cash or property from a SIMPLE IRA, or an eligible retirement plan, as long as you roll over the distribution within 60 days after the day you receive the distribution (assuming the other rollover requirements are met). Distributions of property from a SIMPLE IRA or other eligible retirement plan may be sold and the proceeds rolled over tax-free. <u>However, the same property as is distributed from an IRA, and not the proceeds, must be rolled over to the other IRA</u>.
- Except as otherwise permitted by applicable law, you are only permitted to make one roll over between your IRAs in a 12-month period. The 12-month period begins on the date on which you receive the distribution from the IRA. The 12-month limitation applies to all of your IRAs together (and not each IRA individually), including your SIMPLE IRA. However, a transfer of funds in your SIMPLE IRA directly from one trustee or custodian to another is not a rollover but a tax-free transfer.
- You may also roll over distributions from a SIMPLE IRA directly to a Roth IRA, but you must pay taxes on the taxable portion of the distribution.
- Generally, you cannot roll over the amount of any distribution that is equal to the required minimum distribution for the year from a SIMPLE IRA.

Conversions from a SIMPLE IRA to a Roth IRA. You may convert (roll over) amounts from a SIMPLE IRA to a Roth IRA after the 2-year period beginning on the date you first participated in your employer's SIMPLE IRA Plan. Below is a summary of the rules governing conversions.

- The conversion is subject to the same rules as a rollover from one SIMPLE IRA to another SIMPLE IRA (i.e., the rollover must be completed within 60 days and RMDs cannot be converted), but the 12-month waiting period between rollovers does not apply.
- Unlike a rollover from one SIMPLE IRA to another SIMPLE IRA, the amount rolled over from your SIMPLE IRA to your Roth IRA will be subject to income tax (except for any basis in your SIMPLE IRA due to non-deductible contributions rolled over from a Traditional IRA and after-tax contributions rolled over to a Traditional IRA from an eligible retirement plan).
- The 10% (or 25%) early distribution penalty tax will not apply to the amount rolled over from the SIMPLE IRA as long as the rollover is completed within the 60-day period. However, any tax paid by the SIMPLE IRA could be subject to the 10% (or 25%) early distribution penalty if you are under age 59½.
- If this is an inherited SIMPLE IRA, you may not convert any amounts of the inherited SIMPLE IRA to a Roth IRA, unless you are the spouse of the deceased SIMPLE IRA owner and you have elected to treat the SIMPLE IRA as your own as described in Section H.
- Amounts converted from a SIMPLE IRA to a Roth IRA may not be recharacterized as contributions to a SIMPLE IRA.

Rollover Chart

ROLL TO

ROLL FROM	Roth IRA	Traditional IRA	SIMPLE IRA	SEP IRA	Governmental 457(b) plan	Qualified plan[1] (pre-tax)	403(b) plan (pre-tax)	Designated Roth Account (401(k), 403(b) or 457 (b))
Roth IRA	Yes[2]	No	No	No	No	No	No	No
Traditional IRA	Yes[3]	Yes[2]	Yes[2, 7], after 2 years	Yes[2]	Yes[4]	Yes	Yes	No
SIMPLE IRA	Yes[3], after 2 years	Yes[2], after 2 years	Yes[2]	Yes[2], after 2 years	Yes[4], after 2 years	Yes, after 2 years	Yes, after 2 years	No
SEP IRA	Yes[3]	Yes[2]	Yes[2, 7], after 2 years	Yes[2]	Yes[4]	Yes	Yes	No
Governmental 457(b) plan	Yes[3]	Yes	Yes[7], after 2 years	Yes	Yes	Yes	Yes	Yes[3, 5]
Qualified plan[1] (pre-tax)	Yes[3]	Yes	Yes[7], after 2 years	Yes	Yes[4]	Yes	Yes	Yes[3, 5]
403(b) plan (pre-tax)	Yes[3]	Yes	Yes[7], after 2 years	Yes	Yes[4]	Yes	Yes	Yes[3, 5]
Designated Roth Account (401(k), 403(b) or 457 (b))	Yes	No	No	No	No	No	No	Yes[6]

[1] Qualified plans include, for example, profit-sharing, 401(k), money purchase, and defined benefit plans.
[2] Only one rollover in any 12-month period.
[3] Must include in income.
[4] Must have separate accounts.
[5] Must be an in-plan rollover.
[6] Any nontaxable amounts distributed must be rolled over by direct trustee-to-trustee transfer.
[7] Applies to rollover contributions after December 18, 2015.

E. Inherited SIMPLE IRAs

If you inherit a SIMPLE IRA from your spouse and you are considered the sole beneficiary of your spouse's SIMPLE IRA, you may make an irrevocable election to treat the inherited SIMPLE IRA as your own IRA by transferring it over into your own IRA in accordance with our procedures. If you fail to take any required minimum distribution as a beneficiary, or, if you make a contribution to the account, you will be deemed, in accordance with our procedures, to have made an election to treat the inherited SIMPLE IRA as your own IRA.

If you inherit a SIMPLE IRA from your spouse and you are not considered the sole beneficiary or you inherit a SIMPLE IRA from someone other than your spouse, you cannot elect to treat the inherited SIMPLE IRA as your own IRA and you cannot make any contributions of any kind to the inherited SIMPLE IRA or roll over any amounts into the SIMPLE inherited IRA. In addition, you may not roll over any amounts from an inherited SIMPLE IRA to your own IRA, unless you inherited the SIMPLE IRA from your spouse. You may, however, make direct transfers from other SIMPLE IRAs of the same type attributable to the same decedent.

If you are one of multiple beneficiaries of an inherited SIMPLE IRA, you may elect to establish separate inherited SIMPLE IRAs, provided such election is made no later than December 31st of the year following the year of the IRA owner's death and is made in accordance with UBS procedures and applicable law. Thereafter, each beneficiary will be treated as the sole designated beneficiary of their respective inherited IRA for purposes of calculating RMD payments. See Section G for additional information about multiple beneficiaries.

If you inherit certain amounts from a deceased individual's employer's eligible retirement plan, you may make a direct transfer of an eligible rollover distribution from the plan to an inherited SIMPLE IRA.

The inherited SIMPLE IRA must be established and maintained in the name of the deceased IRA owner or deceased plan participant (as applicable) for your benefit, as beneficiary.

If you take a distribution from an inherited SIMPLE IRA, the distribution will generally be includible in your gross income.

F. Taxation of SIMPLE IRA Distributions

SIMPLE IRA Distributions. If you never made any non-deductible contributions or rolled over any after-tax contributions from an employer's qualified plan to a Traditional IRA, all amounts distributed to you from a SIMPLE IRA are taxable at ordinary income tax rates in the tax year that you receive them. Neither the special lump-sum distribution provisions nor capital gains treatment apply.

Early Distribution Penalty Tax. Since the purpose of a SIMPLE IRA is to accumulate funds for retirement, if you are under age 59½ and receive a distribution from your SIMPLE IRA, the amount distributed would be considered an "early distribution" subject to a 10% early distribution penalty tax. However, if the early distribution occurs during the two-year period following the date on which you first participated in your employer's SIMPLE Plan (measured from the first date your employer deposited contributions into your SIMPLE IRA), the penalty tax is increased from 10% to 25%. Exceptions to the 10% (or 25%) early distribution penalty tax exist if the distribution is made on account of one or more of the following:

- Unreimbursed medical expenses in excess of 7.5% of your adjusted gross income;
- Health insurance premiums (but only if you have been unemployed and collecting unemployment compensation under a federal or state program;
- Qualified higher education expenses;
- A first-time home build, rebuild or purchase ($10,000 lifetime maximum);
- Death;
- Disability (as defined in the Code);
- A series of substantially equal periodic payments over your life expectancy or over the joint life expectancies of you and your beneficiary;
- A timely withdrawal of excess contributions;
- An IRS levy;
- Qualified reservist distribution (as defined below);
- Qualified birth or adoption of child (as defined below; $5,000 maximum per birth or adoption);
- Qualified Coronavirus-related distribution;
- Qualified disaster distribution (as defined below; $22,000 maximum per disaster);
- Qualified domestic abuse distributions (as defined below);
- Terminal illness (as defined below); or
- Emergency personal expense distributions (as defined below).

Definitions of Certain Distributions that are not subject to the 10% (or 25%) early distribution penalty tax. In addition, the following distributions may be repaid to your SIMPLE IRA as explained in Section C.

- **Qualified Reservist Distributions**. A qualified reservist distribution is a distribution from a SIMPLE IRA which is made:
  - To a member of a "reserve component" who was ordered or called to active duty for a period in excess of 179 days or for an indefinite period; and During the period between the date of the call to duty and the close of the active-duty period (as long as the order or call to active duty is after September 11, 2001).

    The term "reserve component" includes the Army National Guard of the United States, Army Reserve, Naval Reserve, Marine Corps Reserve, Air National Guard of the United States, Air Force Reserve, Coast Guard Reserve, and the Reserve Corps of the Public Health Service.

- **Qualified Birth or Adoption Distributions**. A qualified birth or adoption distribution is a distribution from a SIMPLE IRA that is made during the 1-year period beginning on the date on which your child was born or the date on which the legal adoption of your child was finalized. An eligible adoptee is any individual (other than the child of your spouse) who has not reached age 18 or is physically or mentally incapable of self-support. The maximum amount that you can distribute for each birth or adoption is $5,000. This limit applies on a per individual and per child basis. If you have twins, for example, the maximum amount that you can take as a distribution is $10,000.

- **Qualified Disaster Distributions**. A qualified disaster distribution is a distribution from a SIMPLE IRA which is made:
  - To an individual whose principal place of abode is located in a federally declared major disaster area and who has sustained economic loss by reason of the disaster, and
  - after the first day of the federally declared "incident period" with respect to the disaster and within 180 days after the later of the first day of the incident period or the date of the disaster declaration.

- **Distributions in case of Terminal Illness**. If you are terminally ill (i.e., you have been certified by a physician as having an illness or physical condition that can reasonably be expected to result in death in 84 months or less), you may take a distribution from your SIMPLE IRA without penalty.

- **Distributions in case of Domestic Abuse**. Beginning January 1, 2024, a distribution in a case of domestic abuse may be made to a domestic abuse victim during the 1-year period beginning on any date on which the individual is a victim of domestic abuse by a spouse or domestic partner. The individual may withdraw the lesser

of $10,000 (indexed for inflation) or 50 percent of the balance of the SIMPLE IRA. Domestic abuse is generally defined as physical, psychological, sexual, emotional, or economic abuse, including efforts to control, isolate, humiliate, or intimidate the victim, or to undermine the victim's ability to reason independently, including by means of abuse of the victim's child or another family member living in the household.

- **Distributions in case of Personal Emergencies**. Beginning January 1, 2024, you may take a distribution of up to $1,000 from your SIMPLE IRA for purposes of paying emergency personal expenses. Emergency personal expenses are expenses due to unforeseeable or immediate financial needs relating to personal or family emergencies. You may only take one such distribution per year, and if you take an emergency personal expense distribution in a year, you may not take another such distribution during the following three calendar years unless (i) the prior distribution is repaid or (ii) your elective contributions to all plans and annual IRA contributions together equal or exceed the amount of the prior emergency personal expense distribution.

G. Required Minimum Distributions

Required Minimum Distributions During Your Lifetime; Required Beginning Date. You must begin, and are responsible for taking, annual required minimum distributions (RMDs) from your SIMPLE IRA.

- You must take the first RMD by the "required beginning date." The required beginning date ("RBD") is April 1st of the calendar year following the calendar year in which you reach age 73 (or such earlier or later age as may be specified by applicable law). You must take an RMD for each year thereafter that you live. In the year of your death, if your RMD has not been distributed prior to your death, your beneficiaries are responsible for satisfying the RMD
- You may take more than the RMD amount in any year. If you do take more than your RMD, you cannot treat the excess as part of your RMD for any later year.
- You may take the first RMD by December 31st of the year in which you turn the applicable age as outlined above and this amount will be credited toward the amount that must be distributed by April 1st of the following year.
- The amount to be distributed each year from your SIMPLE IRA may not be less than the amount obtained by dividing the value of your SIMPLE IRA as of the preceding December 31st by the distribution period in the IRS's Uniform Lifetime Table, using your age as of your birthday in that year.
- All of your IRAs are considered as a single IRA for RMD purposes, and you may withdraw the total RMD that you owe for a year from any one or more of your IRAs held at UBS and/or at another financial institution.
- If your sole Designated Beneficiary (as defined in Section H) is your spouse and your spouse is more than ten years younger than you, the distribution period is determined under the IRS's Joint and Last Survivor Table, using each of your ages in that year.
- RMDs are not eligible for rollover, whether distributed to you or your beneficiary.
- If the RMD for any year is not distributed, you may be subject to a penalty tax equal to 25% of the amount that should have been distributed to you but remained in your SIMPLE IRA. The penalty tax may be reduced to 10% if you receive a distribution of the outstanding RMD and file a tax return paying the penalty tax before the earliest of (i) the mailing date of a notice of deficiency from the IRS, (ii) the date on which the tax is assessed, or (ii) the last day of the two-year period beginning after the tax year in which you missed the RMD.

If you are the original SIMPLE IRA owner (i.e., it is not an inherited SIMPLE IRA), UBS will mail you a notice by January 31st for each of your IRAs that we custody and for which you are required to take an RMD. The notice(s) will include a calculation of the RMD amount based on the value, as of December 31 of the preceding year, of each of your Traditional, SEP and SIMPLE IRAs custodied by UBS. UBS will not distribute your RMD to you unless you request the distribution in accordance with UBS's procedures. Except as directed by guidance issued by the IRS, UBS has no duty, obligation or responsibility to remind you as to these distribution obligations. As a result, UBS will not be liable to you for any tax or penalty imposed for failing to receive any RMD.

Definitions of the Five-Year Rule and the Ten-Year Rule for Required Minimum Distributions from Inherited SIMPLE IRAs

- **The Five-Year Rule**. Beneficiaries subject to the Five-Year Rule must make a full withdrawal of the SIMPLE IRA by December 31st of the fifth calendar year following the calendar year of the IRA owner's death (unless such Rule is later modified in accordance with IRS Regulations). For example, if the IRA owner died in 2021, the account must be fully distributed to the beneficiary by December 31, 2026.

- **The Ten-Year Rule**—Beneficiaries subject to the Ten-Year Rule must take an annual RMD from the SIMPLE IRA based on the beneficiary's life expectancy in each of the nine years following the IRA owner's year of death (if the IRA owner died on or after their RBD) and must fully withdraw the IRA by December 31st of the tenth calendar year following the calendar year of the IRA owner's death (unless such Rule is later modified in accordance with IRS Regulations). For example, if the IRA owner dies in 2023, the individual must take an annual RMD in years 2024 through 2032 and any remaining assets in the IRA must be fully distributed by December 31, 2033.

Multiple Beneficiaries Establishing Separate Inherited SIMPLE IRAs. If you are one of multiple beneficiaries of an inherited SIMPLE IRA, you may make an election to establish separate inherited SIMPLE IRAs, provided such election is made in accordance with UBS procedures and applicable law. An election to establish separate inherited SIMPLE IRAs must be completed by December 31st of the year following the SIMPLE IRA owner's death. UBS will take instructions from beneficiaries to divide the account and split them into separate inherited SIMPLE IRAs, each in the name of the decedent for the benefit of a sole beneficiary and each beneficiary will be treated as the sole designated beneficiary of their respective inherited SIMPLE IRA purposes of calculating RMD payments.

Required Minimum Distributions for Inherited SIMPLE IRAs Received from IRA Owners who died before January 1, 2020.

The general rules applicable to RMDs for Inherited SIMPLE IRAs received from an IRA owner who died **before January 1, 2020** are explained in the prior version of this Disclosure Statement and are summarized below:

- The SIMPLE IRA owner's death occurred *on or after* the IRA owner had attained his or her RBD. The amount in the SIMPLE IRA is required to be distributed to the beneficiary over the longer of either the IRA owner's remaining life expectancy or the remaining life expectancy of the Designated Beneficiary (as defined in Section H below). If the beneficiary is not a Designated Beneficiary, the SIMPLE IRA is required to be distributed over the IRA owner's remaining life expectancy.

  The SIMPLE IRA owner's death occurred *before* the IRA owner had attained his or her RBD. The SIMPLE IRA is required to be distributed to the beneficiary: (i) if the Designated Beneficiary is other than the IRA owner's surviving spouse, over the remaining life expectancy of the Designated Beneficiary or by the end of the calendar year containing the fifth anniversary of the IRA owner's death, if so elected; (ii) if the sole Designated Beneficiary is the IRA owner's surviving spouse, over the remaining life expectancy of the surviving spouse (beginning by

the end of the calendar year following the year of the IRA owner's death or by the end of the year the IRA owner would have attained age 70½ if later) or by the end of the calendar year containing the fifth anniversary of the IRA owner's death, if so elected; and (iii) if the beneficiary is not a Designated Beneficiary, in accordance with the Five-Year Rule.

Required Minimum Distributions for Inherited SIMPLE IRAs Received from IRA Owners who die on or after January 1, 2020.

The general rules applicable to RMDs for Inherited SIMPLE IRAs received from an IRA owner who dies on or after January 1, 2020 are summarized below:

The SIMPLE owner's death occurs on or after RBD. If you are the original beneficiary and the IRA owner's death occurs on or after the IRA owner's RBD, the amount in your inherited SIMPLE IRA that is required to be distributed to you will depend on your status and relationship to the IRA owner.

- If you are an Eligible Designated Beneficiary (as defined further below), the amount in your inherited SIMPLE IRA is required to be distributed to you over the longer of either the IRA owner's remaining life expectancy or your remaining life expectancy.

- If you are the SIMPLE IRA owner's minor child receiving life expectancy distributions, once you reach 21 years of age, any interest that remains in your inherited IRA is subject to a modified Ten-Year Rule, where annual RMDs must be taken from the SIMPLE IRA based on your life expectancy in each of the nine years following the calendar year in which you reach age 21 and the remaining interest must be fully distributed to you by the end of the tenth year following the calendar year in which you reach age 21.

- If you are an individual, but you are not an Eligible Designated Beneficiary, your inherited SIMPLE IRA is required to be distributed in accordance with the Ten-Year Rule.

  Beneficiaries who are subject to the Ten-Year Rule must take an annual RMD from the SIMPLE IRA based on the beneficiary's life expectancy in each of the nine years following the IRA owner's year of death and must fully withdraw all amounts in the SIMPLE IRA by December 31st of the tenth calendar year following the calendar year of the IRA owner's death. For example, if the IRA owner dies in 2023, the beneficiary must take an annual RMD in years 2024 through 2032 and any remaining assets in the SIMPLE IRA must be fully distributed by December 31, 2033.

- If there is no Designated Beneficiary (meaning the beneficiary is an entity such as an estate or charity), the SIMPLE IRA must be distributed over the IRA owner's remaining life expectancy determined in the year of the Client's death.

The SIMPLE IRA owner's death occurs before RBD. If you are the original beneficiary and the IRA owner's death occurs before the IRA owner's RBD, your inherited SIMPLE IRA is required to be distributed to you, as beneficiary, as follows:

- If you are an Eligible Designated Beneficiary, but are not the surviving spouse of the decedent, the amount in your inherited SIMPLE IRA is required to be distributed to you over your remaining life expectancy or by the end of the calendar year containing the tenth anniversary of the decedent's death, if so elected. If you are the decedent's minor child receiving life expectancy distributions, once you reach 21 years of age, any interest that remains in your inherited SIMPLE IRA is subject to a modified Ten-Year Rule, where annual RMDs must be taken from the IRA based on your life expectancy in each of the nine years following the calendar year in which you reach age 21 and the remaining interest must be fully distributed to you by the end of the tenth year following the calendar year in which you reach age 21.

- If you are the considered the sole Designated Beneficiary and you are the decedent's surviving spouse, the amount in your inherited SIMPLE IRA is required to be distributed to you over your remaining life expectancy (beginning by the end of the calendar year following the year of the decedent's death or by the end of the year the decedent would have attained age 73, or such other age as may be specified by applicable law (if later) or by the end of the calendar year containing the tenth anniversary of the decedent's death, if so elected.

- If you are an individual, but you are not an Eligible Designated Beneficiary, the amount in your inherited SIMPLE IRA is subject to the Ten-Year Rule.

- If there is no Designated Beneficiary (meaning the beneficiary is an entity such as an estate or charity), the amount in the inherited SIMPLE IRA must be distributed by the end of the calendar year containing the fifth anniversary of the decedent's death. This is referred to as the Five-Year Rule.

Required Minimum Distributions When A Beneficiary Dies
If you are a Successor Beneficiary (as described further below), you must generally continue to take required minimum distributions after the deceased beneficiary's death. Successor Beneficiaries do not calculate required minimum distributions using their own life expectancies. If you are a Successor Beneficiary designated by an individual who was an Eligible Designated Beneficiary, your interest in the inherited IRA must be fully distributed by the end of the year containing the tenth anniversary of the **Beneficiary's** death. If you are a Successor Beneficiary designated by an individual who was not an Eligible Designated Beneficiary, your interest in the inherited SIMPLE IRA must be fully distributed by the end of the year containing the tenth anniversary of the *original* **IRA owner's** death.

Your Responsibility for Taking RMDs
UBS will not distribute any RMD to you or your beneficiary, unless you or your beneficiary request that distribution in accordance with UBS's procedures. Except as directed by guidance issued by the IRS, UBS has no duty, obligation or responsibility to calculate the amount that must be distributed from the SIMPLE IRA at any time (unless you specifically request the calculation in accordance with UBS procedures). UBS will not be liable to you or your beneficiary for any tax or penalty imposed for failing to receive any RMD.

H. SIMPLE IRA Beneficiaries

Naming a Beneficiary. Your "beneficiary" is the individual and/or entity designated as such by you during your lifetime on a form or in a manner accepted by UBS. You may name individuals, persons, estates, trusts or entities as beneficiaries. If you reside in a community property state and your spouse is not designated as your primary beneficiary for at least 50% of your SIMPLE IRA assets, your spouse's consent to your beneficiary designation may be necessary for that designation to be effective.

- If your beneficiary designation fails to dispose of all of the assets remaining in your SIMPLE IRA after your death, your beneficiary will be your surviving spouse for the portion not disposed of by such designation.
- If you do not have a surviving spouse, your beneficiary will be your estate for the portion not disposed of by such designation.
- The last beneficiary designation provided on a form or in a manner accepted by UBS before your death will be controlling, whether or not it disposes of all of the assets in your SIMPLE IRA and will supersede all such forms previously filed by you.
- If you designate your spouse as a beneficiary on a form

accepted by UBS and you subsequently have a divorce or legal termination of the marriage, your designation of your former spouse will be automatically revoked. You may designate your former spouse as a beneficiary by completing a new beneficiary designation provided in a manner accepted by UBS after the divorce is final or in connection with the divorce proceedings.
- If a beneficiary does not establish an inherited SIMPLE IRA and complete a transfer of the beneficiary's interest in your SIMPLE IRA into the inherited SIMPLE IRA and does not survive you by 120 hours, that beneficiary's interest will be allocated as if the beneficiary predeceased you. If the beneficiary has completed the transfer into their own inherited SIMPLE IRA, but does not survive you by 120 hours, the beneficiary will be deemed to be the beneficiary as of the date of your death.

Designated Beneficiary. A "Designated Beneficiary" for purposes of determining the RMD period is any individual who is designated by you as a beneficiary (as described above) and remains a beneficiary as of September 30th of the calendar year following the calendar year of your death.
- In some cases, as permitted by IRS Regulations, the individual beneficiary of a trust that is designated by you as a beneficiary can qualify as a Designated Beneficiary for purposes of determining the required period for distributions from your SIMPLE IRA.
- If a beneficiary other than an individual or a qualifying trust (e.g., a charity, an estate or a nonqualifying trust) is named as your beneficiary, you will be treated as having no Designated Beneficiary for purposes of determining the required period for distributions from your SIMPLE IRA. Because this type of beneficiary would not have a life expectancy, your beneficiary must take RMDs over your remaining life expectancy or in accordance with the Five-Year Rule as explained in Section G.

The determination of who constitutes a Designated Beneficiary is intended to comply with the rules set forth in Treasury Regulation Section 1.401(a)(9)-4.

Disclaimers. If any beneficiary desires to disclaim all or any portion of his or her interest in the SIMPLE IRA, in addition to any other requirements imposed by applicable local, state or federal law, the beneficiary must deliver to UBS within 9 months of the SIMPLE IRA owner's death (or if later, the beneficiary attaining age 21), a written, notarized statement (e.g., the UBS Disclaimer of Beneficial Interest in a Retirement Account form) or court-filed document reflecting such disclaimer. Once UBS accepts the disclaimer, the beneficiary who disclaimed his or her interest (full or partial) will be treated as if he or she did not survive you. Disclaimers are irrevocable.

Eligible Designated Beneficiary. An Eligible Designated Beneficiary is generally a beneficiary who is a surviving spouse, a "disabled" or "chronically ill" individual, an individual who is not more than 10 years younger than the IRA owner, or a child of the IRA owner who has not reached the age of majority, which for purposes of this definition, means 21 years old. For purposes of this definition, the "disabled" and "chronically ill" status of a beneficiary is determined as of the date of the IRA owner's death. Any individual who claims to be an Eligible Designated Beneficiary may need to provide specific documentation as may be required by applicable law and/or UBS procedures.

Surviving Spouse. If your surviving spouse is the sole Designated Beneficiary of your SIMPLE IRA (including, and to the extent it is due to, separate inherited IRAs being established), your spouse may make an irrevocable election to treat this IRA as if it were the spouse's own SIMPLE IRA by redesignating the IRA (in accordance with UBS procedures) as an IRA in his or her own name (rather than as a beneficiary IRA). Your surviving spouse will be deemed to have made this election in accordance with the terms of the Custodial Agreement and our procedures by contributing any amount to the IRA or by failing to cause an RMD to be made within the required time period.

Qualifying Trusts and Applicable Multi-beneficiary Trusts. You may name a trust as a beneficiary of your SIMPLE IRA. If you name a qualifying trust that meets certain legal requirements (such as a see-through trust that meets the requirements of Treasury Regulation Section 1.401(a)(9)-4), an individual beneficiary of the trust may be treated as a Designated Beneficiary for purposes of the rules governing required minimum distributions.

There are also special tax rules that apply to distributions if you name a trust as the beneficiary of your SIMPLE IRA, the trust has multiple beneficiaries and at least one of those beneficiaries is an Eligible Designated Beneficiary who is disabled or chronically ill. This type of trust is referred to in Sections 401(a)(9)(H)(iv) and (v) of the Code as an "applicable multi-beneficiary trust." These rules would allow the disabled and chronically ill beneficiaries of the trust to take distributions based on their life expectancy. There are two types of applicable multi-beneficiary trusts, but they operate differently. Refer to IRS Publication 590-B and consult your personal tax advisor for more information on these types of trusts.

UBS will not determine whether a trust meets any legal requirements. Instead, we reserve the right to rely on the certification of an authorized individual, an opinion of counsel, or such other information that we, in our sole discretion, determine is appropriate in accordance with our policies and procedures.

The rules governing trusts named as beneficiaries of SIMPLE IRAs are complex and the designation of a trust that does not meet the applicable legal requirements may impact how required minimum distributions are determined for other beneficiaries. Please consult your personal tax advisor if you are considering naming a trust as a beneficiary of your SIMPLE IRA and you have questions or want to understand the tax consequences of this designation.

Successor Beneficiary. The beneficiaries that you originally designate may, after your death, name a person or persons (referred to as a Successor Beneficiary) who would receive any assets remaining in the SIMPLE IRA upon the death of that original beneficiary. Your original beneficiary must designate any Successor Beneficiaries on a form or in a manner accepted by UBS. If your original beneficiary's designation fails to dispose of all of the assets remaining in the SIMPLE IRA after his or her death, those remaining assets will be paid to your beneficiary's surviving spouse (at the time of his or her death), or if none, then your beneficiary's estate. The designation of a Successor Beneficiary will not change the amount of any RMD, which must still be calculated with respect to your original beneficiary.

Establishment of Inherited IRA. Before your beneficiary may establish an inherited IRA, your beneficiary must furnish UBS with the instruments and documents as may be required by UBS to establish your beneficiary's right to assets in your SIMPLE IRA. If your beneficiary is a minor under applicable state law, UBS procedures may require, among other things, the court appointment of a guardian for the minor's IRA when a legal guardian is not listed in the beneficiary designation that allocated the SIMPLE IRA to the minor beneficiary.

I. Investment of Contributions

Investment Instructions. Unless you enter into a separate written contractual arrangement with UBS providing otherwise, you control the investment and reinvestment of the assets in your SIMPLE IRA. You (or a person properly authorized by you) provide instructions as to the investment of your account directly to your Financial Advisor, who acts as your agent in carrying out these investment instructions.

Permissible Investments.
- You may invest or reinvest all contributions to your SIMPLE IRA in marketable securities that are traded by, or obtainable through, UBS either (i) on a recognized

exchange, such as the New York or American Stock Exchange, or (ii) "over-the-counter" in shares of open-end regulated investment companies (mutual funds) or in exchange-traded funds (ETFs).

- You may also invest your SIMPLE IRA in other investments UBS, in its sole discretion, agrees to hold according to its policies and procedures then in effect. Approval by UBS to allow a particular investment to be acquired for, or held in, your SIMPLE IRA may depend upon the receipt of a written agreement from you containing such terms as UBS deems appropriate.
- Certain investments may generate federal unrelated business taxable income resulting in unrelated business income tax that is an expense of, and must be paid from, the SIMPLE IRA. For additional information, see "Unrelated Business Taxable Income (UBTI)" in Section K.
- Before investing your SIMPLE IRA in any permissible tax advantaged investment, you should understand that tax exempt investments, such as municipal bonds, are taxable upon distribution or withdrawal from a SIMPLE IRA. Therefore, interest on these investments that would be tax exempt if held outside a SIMPLE IRA will generally be taxable on distribution when purchased in a SIMPLE IRA. You should consult your tax advisor before investing your SIMPLE IRA in a tax advantaged investment.
- UBS reserves the right to revoke its decision to allow any particular investment to be held in your SIMPLE IRA upon notice to you. UBS will have no liability to you if we revoke our decision, and you will be required within 30 days thereafter to instruct UBS to sell, transfer or distribute the particular investment. If you fail to give any such instructions, UBS may distribute the investment to you in a taxable distribution.

UBS will hold the assets of your SIMPLE IRA (including annuity or insurance contracts held in the SIMPLE IRA) in its name for your benefit. As the income from, and gain or loss on, each investment you select for your SIMPLE IRA will affect the value of the SIMPLE IRA, the growth in value of your SIMPLE IRA cannot be guaranteed or projected.

Sweep Fund. UBS may automatically sweep uninvested cash balances into a sweep option consistent with the other agreements between you and UBS then in effect.

Restrictions on Investments. You may not invest any part of your SIMPLE IRA in investments that do not comply with applicable laws and regulations. You also may not invest any of your SIMPLE IRA's assets in private placements or similar investments, or in life insurance. Additionally, you may not invest any part of your SIMPLE IRA in "collectibles," which include artworks, rugs, antiques, metals, gems, stamps, alcoholic beverages or coins, with the exception for certain gold, silver and platinum coins, any coins issued under the laws of any state and certain gold, silver, platinum or palladium bullion if such bullion is in the physical possession of UBS Investment in cryptocurrency and similar digital assets is currently not allowed unless and until such investment is specifically permitted by UBS. If any such impermissible investment is discovered by UBS, as held in a UBS IRA, we reserve the right to distribute the investment to you and issue an IRS Form 1099-R based on the last valuation of the investment available to us, take such action with respect to the investment as set forth in our internal procedures, or take such other action as we deem appropriate and consistent with applicable law.

Prohibited Transactions. The tax-exempt status of your SIMPLE IRA may be revoked if you engage in any "prohibited transaction" described in Section 4975 of the Code with a "disqualified person."

A "disqualified person" is defined as anyone or any entity that is directly or indirectly associated with your SIMPLE IRA account, including you, your beneficiary, certain members of your family and entities (corporations, partnerships, trusts or estates) in which you or they have a substantial interest.

A prohibited transaction involving a SIMPLE IRA can generally be any act or transaction involving self-dealing. Some examples of prohibited transactions are:

- Selling or leasing of any property between your SIMPLE IRA and a disqualified person.
- Transferring any property to/from a disqualified person to/from your SIMPLE IRA.
- Using your SIMPLE IRA or any of its assets to benefit a disqualified person, such as the purchase of a vacation home for yourself.
- A disqualified person borrowing any money from your SIMPLE IRA or using your SIMPLE IRA as security for a loan to a disqualified person.

If you engage in a prohibited transaction with your SIMPLE IRA, the entire fair market value of your SIMPLE IRA as of January 1st of the calendar year in which the prohibited transaction takes place is treated as distributed to you. That entire amount is included in your income for income tax purposes and may also be subject to the 10% (or 25%) early distribution penalty tax if you have not yet attained age 59½.

In addition, if you use all or any part of your interest in your SIMPLE IRA as security for a loan to yourself, the portion of your SIMPLE IRA used as security for the loan will be treated as distributed to you and taxed as ordinary income in the year in which the money is borrowed. If you are under age 59½ the amount treated as distributed will also be subject to the 10% (or 25%) early distribution penalty tax.

Your Legal Responsibilities for Investments. As you control and direct the investment of the assets in your SIMPLE IRA, you are responsible for determining the legal consequences (including the income tax and 10% (or 25%) early distribution penalty tax consequences) of any investment in your SIMPLE IRA. For example, it is your responsibility to determine whether any investment or transaction in or involving your SIMPLE IRA will result in a prohibited transaction or whether an investment constitutes a collectible or other impermissible investment.

J. Fees and Expenses of the IRA

Amount of Fees. Detailed information on our fees, compensation and other sources of revenue are available in the brochure "Your Relationship with UBS" available at ubs.com/relationshipwithUBS. You may receive paper copies of this information at any time by contacting your Financial Advisor. UBS has the absolute right to amend, revise or substitute fee schedules identified or referred to in this Disclosure Statement upon 30 days' notice to you and any such amendment, revision or substitution will not be deemed an amendment to the Custodial Agreement.

Paying Fees. The Annual Maintenance Fee is charged for any calendar year (or portion thereof) during which you have a SIMPLE IRA with UBS. The fee will be charged and deducted automatically from your SIMPLE IRA account annually and the amount charged will be shown on your statement. In certain cases, you may also be permitted to pay the annual maintenance fee and certain other fees and expenses directly to us, but if not so paid, the fees will be charged and deducted from your SIMPLE IRA.

A transfer/termination fee is also charged when all or substantially all of the assets in your SIMPLE IRA are transferred to a successor custodian, trustee or issuer or distributed to you. However, the termination fee is not charged when the termination of the SIMPLE IRA is related to the payment of a total distribution after you reach age 59½, are totally disabled or die.

UBS has the right to deduct from any amount distributed or transferred from your SIMPLE IRA (including amounts distributed or transferred on termination of your SIMPLE IRA) any unpaid fees or expenses, including the annual maintenance fee and any fees relating to the termination, distribution or transfer.

Fees that are deducted from your SIMPLE IRA will be paid from the cash and sweep options in your SIMPLE IRA in accordance with the agreements between you and UBS. If the cash and sweep options in your SIMPLE IRA are not

sufficient to pay the fees, UBS will sell securities in your account necessary to pay the fees. UBS will not exercise discretion in selecting which securities to sell but will follow the process outlined for our annual account fee billing in the agreements governing the account, which may include, but not be limited to, the Client Relationship Agreement.

Expenses. UBS may also charge your SIMPLE IRA for any of its reasonable out-of-pocket costs and an appropriate administrative expense arising from unforeseen situations (such as taxes or penalties imposed upon your SIMPLE IRA or legal expenses incurred in defending claims against, or to resolve the claims of competing beneficiaries for, your SIMPLE IRA). We may also charge for expenses incurred due to the maintenance of certain investments.

You will incur normal commissions and fees on purchases and sales of securities consistent with the accompanying agreements to this account. Also, you may incur various fees and costs in connection with your SIMPLE IRA, such as legal fees if UBS requires you to furnish it with a legal opinion as to certain actions you wish to take or instructions you wish to give.

K. Tax Matters

Complexity of Tax Rules. The Code and IRS Regulations contain numerous complex and technical rules relating to the tax treatment of SIMPLE IRAs, including rules governing early distributions, RMDs, rollovers, prohibited transactions and the removal of excess contributions. If you have any questions as to the tax treatment of any specific transactions involving your SIMPLE IRA, you should consult your personal tax advisor or attorney. UBS and its affiliates do not provide tax or legal advice.

Neither UBS nor its affiliates will have any liability to you or to your beneficiary for any income taxes, penalty taxes or other damages, losses, fees or expenses that may result from you or your beneficiary's failure to follow these technical rules. Furthermore, neither UBS nor any of its affiliates provide tax advice to you and do not assume any responsibility for the taxation of distributions of any amounts from your SIMPLE IRA. To the extent that any such tax, penalty or damages are incurred, they will be charged against your SIMPLE IRA as an expense.

Tax Forms UBS Must File.

- **Form 1099-R.** UBS will report all SIMPLE IRA distributions to the IRS on Form 1099-R, which will include a description of the distribution (e.g., early, normal, etc.). For reporting purposes, a direct transfer of assets to a successor custodian or trustee is not considered a distribution.
- **Form 5498.** UBS will report to the IRS on Form 5498 the amount of any contributions, rollovers or recharacterizations made to a SIMPLE IRA during a calendar year, as well as the tax year for which the contribution is made.
- **Form 990-T.** If your SIMPLE IRA generates federal unrelated business taxable income (as described further below) which for any year exceeds $1,000, UBS will file Form 990-T on behalf of the SIMPLE IRA.

Tax Forms You Must File.

- **Form 5329**—Generally, you must file Form 5329 with the IRS to report the tax on excess contributions, early distributions, and excess accumulations, including when:
  - You received an early distribution subject to the tax on early distributions from a SIMPLE IRA and you meet an exception to the tax on early distributions (unless distribution code 1 is shown in box 7 of all your Forms 1099-R and you owe the additional tax on the full amount shown on each Form 1099-R);
  - You received an early distribution subject to the tax on early distributions from a SIMPLE IRA, you meet an exception to the tax on early distributions but your Form 1099-R does not indicate an exception or the exception does not apply to the entire distribution;
  - The contributions to your SIMPLE IRA exceed your maximum contribution limit, or you had a tax due from an excess contribution on your Form 5329 for the prior year; or
  - You did not receive the minimum required distribution from your SIMPLE IRA.
- **Form 8606**—You must file this form with the IRS if:
  - You received distributions from a SIMPLE IRA and your basis in Traditional IRAs is more than zero (for this purpose, a distribution does not include a rollover, qualified charitable distribution, one-time distribution to fund an HSA, conversion, recharacterization, or return of certain contributions); You converted an amount from a SIMPLE IRA to a Roth IRA.

If you fail to file Form 8606, a $50 penalty per failure may be imposed.

Withholding. Federal income tax will be withheld from the distributions you receive from a SIMPLE IRA unless you elect not to have income tax withheld. Depending on your state of residence, you may also be subject to state income tax withholding on distributions. Generally, federal income tax on non-periodic distributions is withheld at a flat 10% rate unless you select a different whole percentage rate. Installment payments are generally considered non-periodic distributions for purposes of withholding. If SIMPLE IRA distributions are payable outside the United States, however, special withholding rules apply. Your election not to have any income tax withheld will not affect your liability for income tax on the taxable amount of any distribution.

If UBS terminates your SIMPLE IRA and/or distributes assets in your SIMPLE IRA and you do not elect zero withholding, UBS will withhold the default 10% for federal income taxes. If there is not enough cash to cover the 10% income tax amount, you must instruct UBS as to which assets should be sold to fund the withholding of all necessary taxes. If you do not give UBS such instructions on a timely basis, we will follow the same process outlined for our annual account fee billing in the agreements governing your account, which may include, but not be limited to, the Client Relationship Agreement.

Unrelated Business Taxable Income (UBTI). The income earned in your SIMPLE IRA is generally exempt from federal income taxes and will not be taxed until distributed to you unless you make an investment that results in UBTI. UBTI can result, for example, from an investment in a limited partnership interest in a partnership that is debt-financed or that actively conducts a trade or business or as a result of investing in a mutual fund that has real estate mortgage investment conduit ("REMIC") residual interests as assets.

If your SIMPLE IRA generates federal unrelated business taxable income which for any year exceeds $1,000, then unrelated business income tax ("UBIT") will be due and a tax return, Form 990-T, Exempt Organization Business Income Tax Return, must be filed. If Form 990-T is required, UBS will obtain an employer identification number (EIN) for the IRA from the IRS (applications for an EIN are made by filing Form SS-4 with the IRS), complete the Form 990-T and file it with the IRS. See "Additional Tax Reporting for Your SIMPLE IRA" below for additional information.

UBIT is an expense of your SIMPLE IRA and must be paid from your SIMPLE IRA. UBS will prepare and file, as required, Form 990-T. However, you are responsible for providing the complete necessary liquidity to pay the full amount of federal UBIT due. UBS will debit your account and pay to the IRS on behalf of the SIMPLE IRA any UBIT owed for a given tax year. If you have not provided the complete liquidity necessary for UBS to pay the full amount of any UBIT owed, you are responsible for such payment. UBS will not be responsible for any taxes or penalties owed for the late payment of such UBIT. UBS may charge a fee for preparing the Form 990-T.

If the Form 990-T is not filed on a timely basis, any tax, penalties or interest that may be assessed against your SIMPLE IRA or UBS, as custodian of your SIMPLE IRA, will be charged as an expense to your SIMPLE IRA. You should consult your tax advisor for guidance on unrelated business taxable income.

Additional Tax Reporting for Your SIMPLE IRA.

- You may need to file a tax return or a tax claim in order to recover a tax resulting from an investment by your SIMPLE IRA. For example, if certain capital gains taxes are paid by a mutual fund, or a tax is withheld on a dividend from a foreign stock, you may obtain a refund of that tax by filing an appropriate

claim. You are responsible for determining whenever the filing of a tax return or tax claim is required or advantageous. It is also your responsibility to have the filing prepared at your expense (other than a return for a refund with respect to an investment in a regulated investment company or real estate investment trust).
- If any tax return (including the Form 990-T) or tax claim relating to your SIMPLE IRA requires the signature of UBS as custodian of your SIMPLE IRA, or signatures from you as the IRA owner, you should arrange to have the original and one copy of the required return or claim delivered to your Financial Advisor at least two weeks before the date that tax return or tax claim is due, accompanied by a stamped envelope addressed to the taxing authority to which you wish the return or claim mailed. However, we will not review any tax return or tax claim to determine whether it is complete or correct and we sign the tax return or claim only as directed by you. If any tax is to be paid with any tax return, you should also provide your Financial Advisor with instructions regarding such payment. Any refunds of tax obtained as a result of the filing of any tax refund claim will be credited to your SIMPLE IRA when received by us.

Estate Tax Treatment. In general, your gross estate for federal estate tax purposes includes the value of your SIMPLE IRA. If your spouse is your beneficiary, the value of your SIMPLE IRA may be deductible for federal estate tax purposes. In addition, a SIMPLE IRA beneficiary may also deduct the federal estate tax paid on a distribution that is considered income in respect of a decedent. Your entire SIMPLE IRA may also be subject to applicable state death taxes. You should consult your tax advisor for additional information about estate tax treatment for your SIMPLE IRA.

Gift Tax Treatment. Your designation of a beneficiary (or beneficiaries) to receive distributions from your SIMPLE IRA upon your death will not be considered a transfer of property for federal gift tax purposes. Your exercise of an option under a SIMPLE IRA whereby an annuity or other payment becomes payable to a beneficiary after your death may be considered a transfer subject to federal gift tax. You should consult your tax advisor for additional information about gift tax treatment for your SIMPLE IRA.

Tax Free Distributions to Charities. If you are age 70½ or older, you may direct that an aggregate amount of up to $100,000 (indexed for inflation) per year be distributed from your SIMPLE IRA directly to certain charitable organizations described in Section 170(b)(1)(A) of the Code on a tax-free basis, but only if your SIMPLE IRA is inactive. Your SIMPLE IRA will be considered inactive when the account no longer receives contributions from the employer.

This "qualified charitable distribution" or "QCD" is tax-free to the extent the distribution would have otherwise been taxable and if the contribution would otherwise qualify for a charitable contribution deduction under Section 170 of the Code (without regard to Section 170(b) of the Code). You will not be entitled to a charitable deduction, but the QCD may count towards your RMD, if any, for the year. Special rules apply to determine what amount of the QCD would otherwise be taxable. Certain charitable organizations are not eligible, including donor-advised groups and certain private foundations. These rules also apply if your Traditional or Roth IRA is an inherited IRA.

In addition, you may be able to make a one-time distribution of up to $50,000 directly from your inactive SIMPLE IRA to one of the following split-interest entities, provided such entity is funded exclusively by QCDs: a charitable remainder annuity trust, a charitable remainder unitrust, or a charitable gift annuity (provided fixed payments of 5 percent or greater commence no later than 1 year from the date of funding).

The rules related to QCDs are complex. See IRS Publication 590-B and consult your tax advisor for more information on QCDs.

Abandoned IRAs. If your SIMPLE IRA is escheated to a state unclaimed property fund under state law, the escheatment will be treated as a taxable distribution to you and federal income tax will be withheld at 10% (or at the elected withholding amount appearing on your last approved disbursement or withholding election form). If your SIMPLE IRA is escheated to a state unclaimed property fund under state law, the escheatment will be treated as a taxable distribution to you. You will receive a Form 1099-R and be required to provide certain information on your federal income tax return about the escheatment. We will attempt to deliver any such forms to your last known address. To avoid escheatment of your SIMPLE IRA to the state, please make sure UBS Financial Services Inc. has your current contact information and provide updates if your contact information changes.

L. Termination of the SIMPLE IRA

UBS may resign as the custodian of your SIMPLE IRA upon 30 days' prior written notice to you.
- If UBS appoints a successor custodian upon its resignation, you will be treated as accepting the successor custodian's appointment unless you appoint a different successor custodian for your SIMPLE IRA within 30 days of being notified of UBS's resignation.
- If UBS does not appoint a successor custodian upon its resignation, you must appoint a successor custodian for your SIMPLE IRA within 30 days of being notified of UBS's resignation. If you fail to appoint a successor custodian within the 30-day period, we may distribute the balance in your SIMPLE IRA to you, and you may be liable for income and penalty taxes on that distribution. See the "Tax Matters" section for additional tax withholding information.

In addition, if you otherwise transfer your SIMPLE IRA to another custodian and that successor custodian fails or refuses to accept any asset in your SIMPLE IRA (such as non-publicly traded stocks or partnership interests), we may resign as custodian and distribute those assets directly to you. You may be liable for income and penalty taxes on that distribution. See the "Tax Matters" section for additional tax withholding information.

M. Amendment of the SIMPLE IRA

UBS can amend your SIMPLE IRA, whether prospectively or retroactively, provided that no amendment that may take effect retroactively and may materially and adversely affect you will be effective until the expiration of a 30-day period. UBS reserves the right to provide you with each amendment either by mail, by including a notice in materials regularly distributed to SIMPLE IRA clients (such as an account statement mailed or sent by hard copy or by electronic media as permitted by applicable law), or by electronic media.

You are considered to have consented to the amendment and to be deemed to have the ability to access any electronic medium used to provide any such amendment unless, within 30 days after the notice is given, you either:
- Direct UBS to provide you with a paper copy of the applicable notice, communication, amendment or disclosure;
- Direct UBS to make a total distribution of all the assets then in your SIMPLE IRA; or
- Remove UBS and appoint a successor in accordance with the Custodial Agreement.

N. Trusted Contact

You may provide UBS with one or more a trusted contact persons (each a "Trusted Contact") as provided for in the Client Relationship Agreement (or such other agreements governing the IRA). UBS may, in its sole discretion, contact any of your Trusted Contacts if UBS has concerns or questions about you including, but not limited to, concerns regarding your health, well-being or whereabouts, consistent with the authority as may be described in another agreement governing the SIMPLE IRA (which may include, but not be limited to, the Client Relationship Agreement).

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Custodial Agreement for SIMPLE Retirement Accounts

The Client named as owner in the account opening documents wishes to establish or continue, in accordance with the policies and procedures of UBS Financial Services Inc. (the "Custodian"), a SIMPLE retirement account (a "SIMPLE IRA"), as defined in Section 408(p) of the Internal Revenue Code of 1986, as amended (the "Code"). The Client has designated this IRA as a SIMPLE IRA in the account opening documents. The Client acknowledges, understands and agrees that the terms of this Custodial Agreement for SIMPLE Retirement Accounts ("Agreement"), as it may be amended from time to time by the Custodian, shall apply to the SIMPLE IRA established for the benefit of the Client on the date of execution of the account opening documents, and, if any, to each subsequent SIMPLE IRA established at the request, or for the benefit, of the Client, and that any such subsequent account will be opened will be assigned a new account number.

The Client and the Custodian agree as follows:

ARTICLE I—Contribution Limit

1.1 This SIMPLE IRA will accept only:

a. an annual cash contribution made by an employer on behalf of the Client (i.e., a "Salary Reduction Contribution") under a SIMPLE IRA plan that meets the requirements of Section 408(p) of the Code,

b. a rollover contribution or a transfer of assets from another SIMPLE IRA of the Client, and

c. after the expiration of the 2-year period following the date the Client first participated in the SIMPLE IRA, a rollover contribution from an "eligible retirement plan" (i.e., a Traditional IRA under 408(a) or (b), a SEP IRA, a governmental 457(b) plan, a qualified plan under 401(a), or a 403(b) plan).

No other contributions will be accepted from the Client except as otherwise provided in Article I.

The total annual cash contributions to the SIMPLE IRA on behalf of the Client is limited to $15,500 for the 2023 tax year. After 2023, the limit will be adjusted periodically for cost-of-living increases under Section 219(b)(5)(D) of the Code.

1.2 Clients who are age 50 or older by the end of the taxable year may make additional annual cash contributions to the SIMPLE IRA of up to $3,500 for the 2023 tax year ("Catch-Up Contribution Limit"). After 2023, the Catch-Up Contribution Limit for these Clients may be adjusted periodically for cost-of-living increases.

For tax years beginning January 1, 2025, Clients who are at least age 60 but younger than age 64 before the close of the tax year may make a higher annual catch-up contribution to the SIMPLE IRA. The amount of the higher catch-up contribution for these Clients is equal to the greater of (i) $5,000 or (ii) an amount equal to 150% of the Catch-Up Contribution Limit in effect for 2025 (or such later year, as applicable). After 2025, this adjusted catch-up contribution limit may be adjusted periodically for cost-of-living increases.

1.3 In addition to the amounts described in Sections 1.1 and 1.2 above, the Client may make additional contributions specifically authorized by statute including, but not limited to, repayments of qualified reservist distributions, repayments of certain plan distributions made on account of a federally declared disaster, repayments of qualified Coronavirus-related distributions and certain amounts received in connection with a qualified birth or adoption.

1.4 Except in the case of a rollover contribution, the Custodian will not knowingly accept contributions to the SIMPLE IRA exceeding the sum of the annual dollar limitations described in Sections 1.1 and 1.2, nor shall the Custodian knowingly accept any contribution other than in cash.

1.5 In addition to the contributions described above, an employer may make matching contributions to the SIMPLE IRA (based on the Client's Salary Reduction Contributions and, beginning January 1, 2024, certain qualified student loan payments if permitted by the SIMPLE IRA Plan) or nonelective contributions to the SIMPLE IRA in accordance with Section 408(p) of the Code and the terms of the employer's SIMPLE IRA plan.

1.6 Beginning January 1, 2024, if a Client is employed by a qualifying employer with 25 or fewer employees who have received at least $5,000 in compensation from the employer for the preceding year, the annual cash contribution limit as described in Section 1.1(a) and the catch-up contribution limit as described in Section 1.2 shall be increased to 110% of the percent of the respective limit for 2024, indexed in later years. The increased annual cash contribution and catch-up contribution limits shall also apply to a Client employed by a qualifying employer with more than 25 employees if such employer elects the higher limit.

1.7 If or when the Custodian so permits, the Client may elect to designate the SIMPLE IRA as a SIMPLE Roth IRA in accordance with Section 408(p)(12) of the Code and any Treasury Regulations promulgated thereunder. Any Roth contributions would then be made in accordance with the procedures established by the Custodian. An additional account may be required to be opened to facilitate this election.

ARTICLE II—Exclusive Benefit and Nonforfeitable Interest

2.1 The SIMPLE IRA is established for the exclusive benefit of the Client or his or her Beneficiaries.

2.2 The Client's interest in the balance in the SIMPLE IRA is nonforfeitable at all times.

ARTICLE III—Investments

3.1 Unless otherwise agreed to in a separate written contractual arrangement with UBS Financial Services Inc., the Client shall direct the investments in the SIMPLE IRA. Such investments may be made in:

- Marketable securities that are traded by, or obtainable through, the Custodian either "over-the-counter" or on a recognized exchange
- Shares of open-ended regulated investment companies
- Other investments the Custodian in its sole discretion agrees to hold according to its policies and procedures then in effect.

No part of the assets in the SIMPLE IRA may be invested in investments that do not comply with applicable laws and regulations. No part of the

assets in the SIMPLE IRA may be invested in private placements or similar investments. If any such investment is discovered by the Custodian, as being held by the Custodian in an IRA, the Custodian reserves the right to distribute the investment to the Client and issue an IRS Form 1099-R based on the last available value of the investment, take such action with respect to the investment as set forth in Custodian's internal procedures, or take such other action as the Custodian deems appropriate and consistent with applicable law.

The Custodian may condition its decision to allow an investment to be held in the SIMPLE IRA upon the receipt of an agreement from the Client containing such terms, conditions and representations and warranties as the Custodian shall determine. The Custodian's decision to permit the holding of any investment in the SIMPLE IRA shall not constitute approval of the investment, the merits of the investment, nor a judgment as to the prudence, advisability or suitability of the investment.

The Custodian reserves the absolute right to revoke its decision to permit the holding in the SIMPLE IRA of any investment at any time and for any reason, and the Custodian shall have no liability for any loss, damage or expense suffered or incurred by the Client by reason of the revocation of the Custodian's decision. If the Custodian notifies the Client that it revokes its decision, then within thirty (30) days (or such longer period as the Custodian may in its sole discretion permit) after such notice is given, the Client shall instruct the Custodian as to the liquidation, distribution, transfer or other disposition of the investment to which the revocation of the Custodian's decision applies. If the Client fails to provide the Custodian with instructions within the required time period, the Custodian reserves the right to make an in-kind distribution of such investment to the Client and if the Client fails to waive or otherwise satisfy any withholding obligations with respect to the distribution of the investment or any fee obligation to the Custodian within such required time period, the Custodian may, in its sole discretion, sell other investments in the SIMPLE IRA sufficient to pay all required withholding and any fee by following the same process outlined for annual account fee billing in other agreements governing the SIMPLE IRA as if the tax withheld were a fee or other administrative expense.

Further, the Client acknowledges, understands and agrees that the Custodian shall not be liable to the Client for any loss incurred or profit denied by reason of any such sale, nor shall the Custodian be liable for any claim with respect to the timing of any such sale. In addition, the Client acknowledges, understands and agrees that the Custodian shall be entitled to deduct any fees and expenses in connection with any such sale, including the Custodian's fees and expenses for effecting or executing such sale and that the failure of the Custodian to promptly sell any assets of, or promptly deduct any amounts from, the SIMPLE IRA for any fees or expenses shall not constitute a waiver of such fees or expenses.

3.2 In addition, the Client acknowledges, agrees, understands and warrants the following with respect to any non-publicly traded investment (the "Investment") the Custodian allows the Client to hold in the SIMPLE IRA:

a. The Client is solely responsible for reviewing all offering materials and other disclosures, evaluating the risks and merits of the Investment, making all of the representations, warranties and/or agreements required as a condition to the purchase of the Investment and the Client alone is solely responsible for monitoring the Investment and deciding what action, if any, to take with respect to the Investment, including making all decisions to retain or dispose of the Investment, retaining sufficient other assets in the SIMPLE IRA to meet any capital calls or to pay any expenses for, or relating to, the administration or maintenance of the Investment, retaining in the SIMPLE IRA, property required to be sold pursuant to the terms of any option, and filing such documents as may be necessary or advisable to preserve, protect or defend the title to the Investment. The Client acknowledges, understands and agrees that the Custodian has not solicited the Client to acquire or hold the Investment, has not made, nor will make, any recommendation as to the acquisition, retention or disposition of the Investment in the SIMPLE IRA, and that any review of the Investment by or for the Custodian is not a review of the substance, merits or suitability of the Investment but is solely for the limited purposes of determining whether the Custodian can or will hold the Investment as Custodian. Further, the Client understands and acknowledges that the Client has been advised to consult the Client's own attorney or tax advisor to review the substance of the Investment prior to investing. The Client also acknowledges, understands and agrees that any signature provided by UBS Financial Services Inc. in connection with the Investment is made as the Client's agent only and shall be made only at the Client's direction.

b. The Client must furnish to the Custodian in writing the fair market value of each Investment annually by the 15th day of each January, valued as of the preceding December 31st and within twenty days of any other written request from the Custodian, valued as of the date specified in such request. The Client acknowledges, understands and agrees that a statement that the fair market value is undeterminable, or that cost basis should be used is not acceptable and the Client agrees that the fair market value furnished to the Custodian will be obtained from the issuer of the Investment. The Client acknowledges, understands and agrees that if the issuer is unable or unwilling to provide a fair market value, the Client shall obtain the fair market value from an independent, qualified appraiser and the valuation shall be furnished on the letterhead of the person providing the valuation. The Client acknowledges, understands and agrees that the Custodian shall have no obligation to investigate or determine whether the fair market value so furnished is the correct fair market value (without regard to any actual or constructive knowledge that the Custodian may otherwise have), but if the Custodian otherwise has a different value for an Investment, the Custodian may use such other value in its reports to the Client and to the Internal Revenue Service if the Custodian (in its sole discretion) so chooses. The Client acknowledges, understands and agrees that the Custodian shall rely upon the Client's continuing attention, and timely performance, of this responsibility. The Client acknowledges, understands and agrees that if the Custodian does not receive a fair market value as of the preceding December 31st, the Custodian reserves the right to distribute the Investment to the Client and issue IRS Form 1099-R based on the last available value of the Investment, take such action with respect to the Investment as set forth in Custodian's internal procedures, or take such other action as the Custodian deems appropriate and consistent with applicable law.

c. The sole obligation of the Custodian under this Custodial Agreement with respect to the Investment is to hold the Investment in custody in the SIMPLE IRA. The Client acknowledges, understands and agrees that where the Investment is in "book entry" form, the Custodian may return any certificates or other documents nominally

evidencing the Investment to the Client. Further, the Client acknowledges, understands and agrees that the Custodian has no other obligations as a result of, or with respect to, the Investment, including without limitation any obligation to notify the Client (or any other party) of the receipt or failure to receive any amount (such as dividends, interest or other distributions), to forward to the Client any notices with respect to the Investment (such as capital calls, class action notices, proxies, etc.), to monitor or report to the Client as to the performance or nonperformance of the Investment or of any person involved with the Investment (or the performance or nonperformance by any person of any obligation or term contained in, or imposed by, the Investment) or to take enforcement or other action with respect thereto, regardless of whether the Custodian has any actual or constructive knowledge which might make such action or inaction advisable. Moreover, the Client acknowledges, understands and agrees that the Custodian's holding the Investment in a SIMPLE IRA imposes no continuing obligation upon the Custodian to continue to hold this Investment in a SIMPLE IRA of which it is the custodian. In addition, the Client acknowledges, understands and agrees that the Client, and not the Custodian, is solely responsible for the safekeeping of all agreements or documents related to the Investment, such as subscription agreements, participation agreements, etc., or which grant the holder of the Investment certain additional rights, such as security agreements, collateral assignments, etc.

d. The Client shall indemnify and hold the Custodian harmless from and against any and all loss, liability, cost or expense (including attorneys' fees and disbursements and any taxes, penalties or interest): (i) with respect to the acquisition, holding or disposition of the Investment, (ii) as a result of the making or failing to make any distribution; (iii) relating to or arising out of a failure by the Client to timely and properly file any tax returns, or a failure to timely pay any tax required as a result of, or attributable to, the Investment; (iv) as a result of the Client's failure to provide or use by the Custodian for any purpose of the valuation of the Investment in accordance with this Agreement; or (v) arising out of, or in connection with, the acquisition, holding or disposition of the Investment or the Custodian's agreement to act as custodian of the Investment pursuant to this Agreement. The Client acknowledges, understands and agrees that the Custodian shall not be obligated or expected to commence or defend any legal action or proceeding in connection with the Investment unless agreed upon by the Custodian and the Client, which the Custodian may decline to commence or defend in its absolute discretion and for any reason. Further, the Client acknowledges, understands and agrees that if the Custodian agrees to defend or commence any legal action or proceeding, the Custodian shall first be fully indemnified to its sole satisfaction. The Client acknowledges, understands and agrees that this indemnification provision shall survive the termination of this Agreement.

e. Nothing contained herein constitutes any agreement to hold any investment into which the Investment may be converted, including real estate and tangible property, whether pursuant to the terms of the Investment, by reason of any option or conversion privilege contained therein or upon any enforcement of rights or remedies with respect to the Investment. The Client acknowledges, understands and agrees to notify the Custodian prior to the conversion of any Investment and to seek the Custodian's agreement to hold any investment into which the Investment may be converted.

f. Nothing contained in this Section 3.2 shall be construed to diminish, reduce or eliminate any other rights which the Custodian may have under this Agreement, including but not limited to rights of the Custodian to indemnification or agreements to arbitrate any disputes, nor shall anything in this Section 3.2 be construed to diminish, reduce or eliminate any obligations of the Client under this Agreement.

g. The Client shall pay to the Custodian the amount of any initial and ongoing or annual fees charged by the Custodian for the holding of the Investment in the SIMPLE IRA and any applicable charges in connection with the purchase/transfer and review (or requested purchase/transfer) of the Investment in a SIMPLE IRA. In addition, the Client acknowledges, understands and agrees that promptly, upon demand, the Client shall pay or reimburse the Custodian for all additional out-of-pocket fees and expenses (including legal fees and expenses) incurred by, or imposed upon, the Custodian as a result of holding the Investment in the SIMPLE IRA.

3.3 No part of the assets in the SIMPLE IRA may be invested in life insurance contracts, nor may the assets in the SIMPLE IRA be commingled with other property except in a common trust fund or common investment fund (according to Section 408(a)(5) of the Code).

3.4 No part of the assets in the SIMPLE IRA may be invested in collectibles (according to Section 408(m) of the Code).

3.5 The Custodian may, in its sole discretion, offer one or more sweep options into which uninvested cash balances in the SIMPLE IRA may be invested and reinvested. If the Client is given the option of more than one sweep option, and a Client does not elect a sweep option, the Custodian may automatically sweep uninvested cash balances into a sweep option consistent with the other agreements then in effect between the Client and Custodian and with applicable law.

3.6 All investments will be made through the facilities of the Custodian and the Custodian shall not have any duty to question the Client's investment instructions or to render any advice to the Client regarding the value of any investment or to make recommendations regarding the advisability of investing in, holding or selling any investment, unless otherwise agreed to in writing by the Custodian. The Client agrees that the Custodian shall not be liable for any loss which may result from the investment of any asset in the SIMPLE IRA.

3.7 The Custodian shall carry out all properly executed investment directions from or on behalf of the Client for this account and make any purchases and sales of investments for, and on behalf of, the SIMPLE IRA.

- The Custodian shall maintain records of all of its transactions.
- Any brokerage account maintained in connection with the SIMPLE IRA shall be in the name of the Custodian for the benefit of the Client.
- All assets of the SIMPLE IRA (including annuity or insurance contracts held in the SIMPLE IRA) shall be registered in the name of the Custodian or of a nominee (the same nominee may be used with respect to assets of other investors whether or not held under agreements similar to this one or in any fiduciary capacity whatsoever), provided, however, that the Custodian may hold any security in bearer form or by or through a central clearing corporation maintained by institutions active in the national securities markets.

3.8 The Client shall have the sole responsibility to determine whether the acquisition, holding or disposition of any asset in the SIMPLE IRA:

- Complies with the limitations applicable to investments by SIMPLE IRAs, including the limitations contained in the preceding Sections 3.3 and 3.4 or
- Is a "prohibited transaction" under Section 4975 of the Code and the Client acknowledges and understands that the Code prohibits SIMPLE IRAs from engaging in prohibited transactions with disqualified persons. Disqualified persons include the SIMPLE IRA owner and natural persons and legal entities sharing certain family or ownership relationships with a SIMPLE IRA owner (including certain partners and joint ventures of a SIMPLE IRA owner). Prohibited transactions include any purchase or sale or loan between the SIMPLE IRA and a disqualified person, as well as the receipt by a disqualified person of any consideration or benefit for himself/herself from any person dealing with a SIMPLE IRA.

The Client warrants that any investment or other instructions given to the Custodian will comply with such limitations and will not constitute a prohibited transaction. The Custodian shall have no liability to the Client for any tax, penalty, loss or liability as a result of failure to comply with such rules. In the event the Client is involved in a prohibited transaction with the Client's SIMPLE IRA, the Client acknowledges and understands that the SIMPLE IRA is subject to revocation, in which case the SIMPLE IRA would cease to be a SIMPLE IRA under the Code as of the first day of the calendar year in which the prohibited transaction occurs. Once the Custodian becomes aware of the prohibited transaction, the SIMPLE IRA will be treated as having distributed all of its assets to the Client and will be subject to reporting on IRS Form 1099-R.

ARTICLE IV—Contributions

4.1 In accepting contributions from the Client's employer on behalf of the Client, unless otherwise specified by the Client's employer or the Client, the Custodian shall assume that all contributions received on behalf of the Client apply to the taxable year in which they are received by the Custodian.

4.2 If this is an inherited SIMPLE IRA within the meaning of Section 408(d)(3)(C) of the Code, no contributions will be accepted, provided, however, that the Client may establish this IRA as an inherited SIMPLE IRA by (i) transfer from another inherited SIMPLE IRA, as beneficiary of the same decedent under such inherited SIMPLE IRA; or (ii) rollover from another inherited SIMPLE IRA as the spouse beneficiary of the same decedent under such SIMPLE IRA in accordance with section 408(d)(3) of the Code. If this SIMPLE IRA is established by the Client as an inherited SIMPLE IRA, no transfers or rollovers, as described in this Article IV, may be made after the initial such transfer or rollover, unless otherwise permitted by applicable law.

4.3 If the Client's employer contributes an amount to the SIMPLE IRA on behalf of the Client that exceeds the maximum amount allowed under the employer's SIMPLE IRA Plan for the taxable year, the Client shall complete the documentation required by the Custodian regarding the reason for the excess, the taxable year to which the excess relates and the amount of the excess (together with any earnings that apply, if necessary). At the Client's request, the Custodian shall distribute to the Client (or the Client's employer with the Client's consent) an amount of cash, or property with a fair market value, to the extent reasonably determinable, at the time of distribution, equal to the sum of the excess plus any applicable earnings, if required.

Any excess contributions that do not exceed the maximum amount that may be contributed under Section 219 of the Code may be treated by the Client as a contribution in the current or succeeding taxable year instead of receiving a distribution from the Custodian. However, the Client may still be liable for taxes and penalties between the year in which the excess contribution was actually made and the year in which the amount is subsequently treated as having been contributed. If this is an inherited SIMPLE IRA within the meaning of Section 408(d)(3)(C) of the Code, any contribution made by a Client other than a surviving spouse who is the beneficiary of a deceased individual to an inherited IRA will be considered an excess contribution.

ARTICLE V—Distributions

5.1 *General.* Notwithstanding any provision of this Agreement to the contrary, the Client acknowledges that he or she is required to ensure that the distribution of his or her interest in this SIMPLE IRA is made according to the requirements under Section 408(a)(6) of the Code and the Treasury Regulations thereunder, the provisions of which are covered here in Article V and are herein incorporated by reference. (The general rules governing required distributions in effect prior to January 1, 2020 apply to Clients who were required to begin taking distributions before January 1, 2020 and required distributions for Inherited SIMPLE IRAs received from a Client who died before January 1, 2020.)

5.2 *Definitions.*

a. "Designated Beneficiary" means a Beneficiary who constitutes a designated beneficiary or beneficiaries as determined according to the rules in Treasury Regulation Section 1.401(a)(9)-4, as updated.

b. "Eligible Designated Beneficiary" means a Beneficiary who, within the meaning of Section 401(a)(9)(E)(ii) of the Code, is a surviving spouse, a "disabled" or "chronically ill" individual, an individual who is not more than 10 years younger than the IRA owner, or a child of the IRA owner who has not reached the age of majority. Additionally, certain trusts may be considered Eligible Designated Beneficiaries. The determination of whether a Beneficiary is an Eligible Designated Beneficiary shall be made as of the date of the SIMPLE IRA owner's death.

For purposes of this definition, the age of majority means the child's 21st birthday.

For purposes of this definition, the "disabled" and "chronically ill" status of a beneficiary is determined as of the date of the Client's death. Any beneficiary who claims to be disabled or chronically ill is subject to such documentation requirements as may be required by applicable law and/or the Custodian's internal procedures.

To facilitate the determination of Eligible Designated Beneficiary status in accordance with the Code, the Client, beneficiary, or authorized representative may be required to provide certain information and documentation deemed necessary or advisable by the Custodian, in the Custodian's sole judgment.

c. "Non-Eligible Designated Beneficiary" means a beneficiary who is an individual, but is not an Eligible Designated Beneficiary.

d. "Five-Year Rule"—Beneficiaries who are subject to the Five-Year Rule must make a full withdrawal of the IRA by December 31st of the fifth calendar year following the calendar year of the Client's death (unless such Rule is later modified in accordance with Treasury Regulations). For example, if the

Client dies in 2023, the account must be fully distributed to the beneficiary by December 31, 2028.

e. "Ten-Year Rule"—If death on or after RBD, beneficiaries who are subject to the Ten-Year Rule must take an annual required minimum distribution (or "RMD" as defined in Section 5.3(a) below) from the IRA based on the beneficiary's life expectancy in each of the nine years following the Client's year of death and must fully withdraw the IRA by December 31st of the tenth calendar year following the calendar year of the Client's death (unless such Rule is later modified in accordance with Treasury Regulations). For example, if the Client dies in 2023, the beneficiary must take an annual RMD in years 2024 through 2032 and any remaining assets in the IRA must be fully distributed by December 31, 2033.

5.3 *Required Distributions During Client's Lifetime.*

a. *Required Beginning Date.* The Client acknowledges that he or she is responsible for ensuring that the entire interest in this SIMPLE IRA (and all IRAs other than a Roth IRA) must begin to be distributed not later than the Client's required beginning date ("RBD") over the life of the Client or the joint lives of the Client and his or her Designated Beneficiary.

Beginning January 1, 2023, the RBD is April 1st of the calendar year following the calendar year in which the Client attains age 73 (or such earlier or later date as may be specified by applicable law). The amount that must be distributed annually beginning no later than the RBD is known as the required minimum distribution ("RMD"). If the Client was required to begin taking an RMD before January 1, 2020, then the rules in effect prior to January 1, 2020 apply.

b. *Calculation of RMD.* Beginning with the calendar year in which the Client attains his or her RBD and continuing through their year of death, the RMD is determined by dividing the value of the SIMPLE IRA (as determined under Section 5.6) as of the end of the preceding year by the distribution period in the Uniform Lifetime Table in Treasury Regulation Section 1.401(a)(9)-9(c) (or such other table as may be required by law or regulation), using the Client's age as of his or her birthday in the year. However, if the Client's sole beneficiary is his or her surviving spouse and the spouse is more than 10 years younger than the Client, the distribution period is determined under the Joint and Last Survivor Table in Treasury Regulation Section 1.401(a) (9)-9(d) (or such other table as may be required by law or regulation), using the Client's and spouse's ages in that year.

In accordance with the Code, for purposes of determining the RMD, all of the Client's IRAs, including this SIMPLE IRA, are considered as a single IRA. However, the Custodian will provide the RMD amount that would be required from each IRA for which it is custodian. In accordance with Treasury Regulation Section 1.408-8 Q&A-9, the RMD calculated for this IRA may be withdrawn from any one or more of the eligible IRAs selected by the Client. This may include an IRA held at another financial institution.

c. *Deadline for Taking RMDs.* The first RMD may be taken as late as the RBD. The RMD for the years thereafter must be made by the end of each year.

d. *Applicability.* Section 5.4 below, and not Section 5.3 above, applies if the IRA is an inherited SIMPLE IRA (within the meaning of Section 408(d)(3)(C) of the Code, or, with respect to a spouse beneficiary, without regard to subsection (C)(ii)(II) thereof).

e. *RMD Notice.* The Custodian will mail each Client, who is the original accountholder (i.e., where the IRA is not an inherited IRA), a notice by January 31st for each IRA custodied by the Custodian and for which the Client is required to take an RMD. The notice(s) will include a calculation of the RMD amount for each IRA based on the value, as of December 31st of the preceding year for that IRA. The IRAs referenced herein include the Client's Traditional, SEP and SIMPLE IRAs.

5.4 *Required Distributions After Client's Death (Applicable to Distributions to Beneficiaries of SIMPLE IRAs When Client Dies on or After RBD)*

If the Client dies on or after the RBD, then the remaining portion of Client's interest in this SIMPLE IRA is required to be distributed to the individuals and/or entities entitled to receive the Client's interest at least as rapidly as follows:

a. *Eligible Designated Beneficiaries Generally.* If the beneficiary is an Eligible Designated Beneficiary as defined in Section 5.2 (or, in the case of a surviving spouse, the surviving spouse is not considered the Client's sole beneficiary), the remaining interest must be distributed over the longer of:

- The remaining life expectancy of the Eligible Designated Beneficiary, with life expectancy determined using the beneficiary's age as of his or her birthday in the year following the year of the Client's death, or
- The Client's remaining life expectancy determined in the year of the Client's death

Calculation of RMD for Eligible Designated Beneficiary.

- The amount that must be distributed each year beginning with the year following the year of the Client's death, is determined by dividing the value of the SIMPLE IRA as of the end of the preceding year by the applicable remaining life expectancy. Life expectancy is determined using the Single Life Table in Treasury Regulation Section 1.401(a)(9)-9 Q&A-1 (or such other table as may be required by law or regulation).
- If the Eligible Designated Beneficiary is the Client's minor child receiving life expectancy distributions, once the minor child reaches the age of majority (i.e., the child's 21st birthday), the remaining interest is subject to the Ten-Year Rule, where annual RMDs must be taken from the IRA based on the beneficiary's life expectancy in each of the nine years following the calendar year in which the beneficiary reaches the age of majority and the remaining interest must be fully distributed to the beneficiary by the end of the tenth year following the calendar year in which the beneficiary reaches the age of majority.

b. *Surviving Spouse Is Considered the Sole Beneficiary.* If the sole Designated Beneficiary is the Client's surviving spouse, the remaining interest must be distributed over the longer of:

- The spouse's life expectancy, or
- The Client's remaining life expectancy determined in the year of the Client's death.

Calculation of RMD for Surviving Spouse.

- The amount that must be distributed each year beginning with the year following the year of the Client's death is determined by dividing the value of the SIMPLE IRA as of the end of the preceding year by the applicable remaining life expectancy (either that of the surviving spouse or the Client).

- The life expectancy of the spouse and that of the Client are each determined using the number in the Single Life Table (or such other table as may be required by law or regulation) that corresponds to the age of the spouse and the Client in the year specified reduced by 1 for each subsequent year.

Distributions upon Death of Surviving Spouse Beneficiary.

- Any interest remaining after the spouse's death must be distributed over the spouse's remaining life expectancy determined using the spouse's age as of his or her birthday in the year of the spouse's death, or, if the distributions are being made over the Client's remaining life expectancy, over that period.

c. *Non-Eligible Designated Beneficiary.* If the beneficiary is an individual but is not an Eligible Designated Beneficiary, the beneficiary's interest is subject to the Ten-Year Rule.

d. *No Designated Beneficiary.* If there is no Designated Beneficiary (meaning the beneficiary is an entity such as an estate or charity), the remaining interest must be distributed over the Client's remaining life expectancy determined in the year of the Client's death.

Calculation of RMD if No Designated Beneficiary

- The amount that must be distributed each year beginning with the year following the year of the Client's death is determined by dividing the value of the SIMPLE IRA as of the end of the preceding year by the Client's remaining life expectancy.
- The life expectancy of the Client is determined using the number in the Single Life Table (or such other table as may be required by law or regulation) that corresponds to the age of the Client in the year specified reduced by 1 for each subsequent year.

5.5 *Required Distributions After Client's Death (Applicable to Distributions to Beneficiaries of SIMPLE IRAs When Client Dies Before RBD)*

If the Client dies before the RBD, his or her entire interest in this SIMPLE IRA must be distributed at least as rapidly as follows:

a. *Eligible Designated Beneficiaries Generally.* If the Beneficiary is an Eligible Designated Beneficiary, and is not the Client's surviving spouse, or is the Client's surviving spouse who has not elected to treat the account as their own under paragraph 5.7, the entire interest must be distributed either (i) over the remaining life expectancy of the beneficiary (with distributions starting by the end of the year following the year of the Client's death) or (ii) if elected by the beneficiary, subject to the Ten-Year Rule.

Life expectancy is determined using the age of the Eligible Designated Beneficiary as of his or her birthday in the year following the year of the Client's death.

b. *Surviving Spouse Is Sole Beneficiary.* If the Designated Beneficiary is the Client's surviving spouse and the surviving spouse has not elected to treat the SIMPLE IRA as their own or the SIMPLE IRA is not treated as their own under paragraph 5.7, the entire interest must be distributed, starting by the end of the year following the year of the Client's death (or by the end of the year in which the Client would have attained RBD, if later):

- Over such spouse's life expectancy, or
- If elected, in accordance with the Ten-Year Rule.

Distributions upon Death of Surviving Spouse Beneficiary.

If the surviving spouse dies before distributions are required to begin, the remaining interest is required to be distributed, starting by the end of the year following the year of the spouse's death:

- Over the spouse's Designated Beneficiary's remaining life expectancy determined using the Designated Beneficiary's age as of his or her birthday in the year following the death of the spouse, or
- If elected, in accordance with the Ten-Year Rule.

If the surviving spouse dies after distributions are required to begin, any remaining interest must be distributed over the spouse's remaining life expectancy determined using the spouse's age as of his or her birthday in the year of the spouse's death.

c. *Non-Eligible Designated Beneficiary.* If the beneficiary is an individual but is not an Eligible Designated Beneficiary, the beneficiary's interest is subject to the Ten-Year Rule and must be fully distributed to the beneficiary by the end of the year containing the tenth anniversary of the Client's death (or of the spouse's death in the case of the surviving spouse's death before distributions are required to begin under paragraph (b) above).

d. *No Designated Beneficiary.* If there is no Designated Beneficiary (meaning the beneficiary is an entity such as an estate or charity), the entire interest is subject to the Five-Year Rule and must be distributed by the end of the year containing the fifth anniversary of the Client's death.

e. *Calculation of RMD Under Life Expectancy Method.* The amount to be distributed each year under paragraph (a) or (b) is determined by dividing the value of the SIMPLE IRA, as of the end of the preceding year, by the remaining life expectancy specified in the paragraph that applies. Life expectancy is determined using the Single Life Table in Treasury Regulation Section 1.401(a)(9)-9 Q&A-1 (or such other table as may be required by law or regulation).

- If distributions are being made to a surviving spouse as the sole Designated Beneficiary, the spouse's remaining life expectancy is the number in the Single Life Table (or such other table as may be required by law or regulation) that corresponds to the spouse's age in the year.
- In all other cases, remaining life expectancy is the number in the Single Life Table (or such other table as may be required by law or regulation) that corresponds to the Beneficiary's age in the year specified in paragraph (a) or (b) and reduced by 1 for each subsequent year.

5.6 The "value" of the SIMPLE IRA includes the amount of any outstanding rollover, transfer and recharacterization under Treasury Regulation Section 1.408-8 Q&As 7 and 8.

5.7 A Client's surviving spouse who is the sole Designated Beneficiary of this SIMPLE IRA may elect to treat it as his or her own SIMPLE IRA by redesignating it (according to the procedures established by the Custodian) as a SIMPLE IRA in the name of the surviving spouse (rather than as a Beneficiary of the Client). In accordance with the procedures established

by the Custodian, a surviving spouse of a deceased Client will also be deemed to make that election by either:

- Contributing any amount to the SIMPLE IRA, or
- Failing to cause the distribution to the surviving spouse as Beneficiary of the amount required to be distributed according to this Article V following the death of the Client within the required time period. A surviving spouse who makes that election will thereafter be deemed to be the Client.

5.8 The Beneficiary, or, if this an inherited SIMPLE IRA within the meaning of Section 408(d)(3)(C) of the Code (without regard to subsection (C)(ii)(II) thereof), the Client, must notify the Custodian (in a manner acceptable to the Custodian) of any election desired to be made, including an election to establish separate accounts for each beneficiary with respect to this SIMPLE IRA.

- The Custodian has no duty, obligation or responsibility to notify the Beneficiary or the Client, as applicable, as to the Client's obligations under the Code.
- Except as directed by any guidance issued by the IRS, the Custodian has no obligation or responsibility to determine the amount that must be distributed from the SIMPLE IRA at any time.
- The Custodian is not liable for any tax or penalty imposed upon the Beneficiary or Client, as applicable, if the Beneficiary or Client fails to receive any distribution, or the requisite minimum distribution from his or her account. For purposes of Sections 5.4 and 5.5, a Client may aggregate IRAs from the same decedent for purposes of the RMD rules according to Treasury Regulation Section 1.408-8 Q&A 9.

5.9 Regardless of any other provision of this Agreement (or any other instruction received, such as a beneficiary designation):

- The Custodian is not required to make any distribution from this SIMPLE IRA until directed on a form provided by, and delivered to, the Custodian for that purpose or otherwise in a manner acceptable to the Custodian.
- The Custodian has no duty or responsibility to initiate the making of or to see to the application of any distribution from the SIMPLE IRA, or to calculate the amount of any distribution, except to the extent required by law.
- In addition to receiving proper distribution instructions and being advised by the Client of the reason for the distribution, the Custodian may condition any distribution of the SIMPLE IRA, any assignment of the SIMPLE IRA, or any request made by a trustee or executor to bypass an estate or trust beneficiary of the SIMPLE IRA upon receipt of any and all applications, certificates, tax waivers, signature guarantees and other documents (including proof of any legal representative's authority) deemed necessary or advisable by the Custodian, in the Custodian's sole judgment.
- The Custodian has no liability for any loss, tax or penalty incurred by the Client due to the Custodian's failure to comply with any instruction for distribution or to establish separate accounts until the Custodian has received all information and documents which it, in its sole judgment, requires.
- The Client acknowledges that the Custodian is not liable for any tax or penalty imposed upon the Client if the Client fails to receive any minimum distribution from the SIMPLE IRA.

5.10 The term "Beneficiary" means the person or persons designated as such by the Client in a form acceptable to, and accepted by, the Custodian, including a Successor Beneficiary.

- The designation may name individuals, persons, estates, trusts or legal entities.
- If the Client does not complete a designation for the SIMPLE IRA, the term "Beneficiary" shall mean the Client's surviving spouse (at the time of death), and if none, then the Client's estate. If the Client completes a designation, but the designation does not effectively dispose of the entire SIMPLE IRA by the time such distribution is to commence, then, for any part not effectively disposed of, the term "Beneficiary" shall mean the named beneficiaries in such allocations or proportions as designated.
- The form last accepted by the Custodian before the Client's death shall be controlling, whether or not it fully disposes of the entire SIMPLE IRA, and it shall revoke all prior designations.
- If the Client designates the Client's spouse as Beneficiary, the Client's subsequent divorce or legal termination of the marriage will automatically revoke the designation (or portion of the designation); provided, however, knowledge of marital status shall not be imputed to the Custodian if the Custodian has not been properly informed in writing of the Client's divorce or legal termination of the marriage. Revocation of the Client's former spouse as the Client's Beneficiary in connection with the Client's divorce or legal termination of the marriage shall result in the Client's former spouse being treated as if the former spouse had predeceased the Client. For example, if the Client's spouse was the Client's sole primary beneficiary and the Client divorced the spouse, the contingent beneficiary(s) listed on the Client's beneficiary designation form would become eligible to receive the Client's SIMPLE IRA on the Client's death, unless the Client changed his or her beneficiary designation before the Client's death to designate another beneficiary(s). The Client may designate the Client's former spouse as Beneficiary (in whole or part) by completing a new change of beneficiary form after the divorce is final or in connection with the divorce proceedings.
- The Beneficiary designated by the Client, following the death of the Client, may name a person or persons entitled to receive any assets remaining in the SIMPLE IRA upon the death of the original Beneficiary (i.e., a Successor Beneficiary). The Successor Beneficiary shall be designated by the original Beneficiary in a form acceptable to, and accepted by, the Custodian. If the Beneficiary does not name a Successor Beneficiary, the SIMPLE IRA assets will be paid to the Beneficiary's surviving spouse and if none, the Beneficiary's estate.
- If the Client has more than one Designated Beneficiary, the oldest Designated Beneficiary's life expectancy will be used for RMD calculation purposes.
- If a Beneficiary (i) does not establish an inherited SIMPLE IRA and complete a rollover of the Beneficiary's interest in the Client's IRA into the inherited SIMPLE IRA and (ii) does not survive the Client by 120 hours, the portion due to that Beneficiary shall be allocated as if the Beneficiary predeceased the Client (referred to herein as the "Survival Requirement"). For the avoidance of doubt, if a Beneficiary completes the transfer into their own inherited SIMPLE IRA, but does not survive the Client by 120 hours, the Beneficiary shall be deemed to be the Beneficiary as of the date of the Client's death.

- With respect to items (a) through (e) below, the Custodian shall not have any responsibility and may rely conclusively upon and shall be fully protected and be free from all liability in acting upon, the written statement of the appropriate authority, which may be the court-appointed executor of the Client's will, the court-appointed administrator of the Client's estate, or any or all of the Beneficiaries Client has designated, including the trustee of any trust designated as a Beneficiary or any custodian holding funds for the benefit of a minor Beneficiary, as determined by the Custodian in its sole discretion:

  a. The interpretation of any applicable federal or state law contained in the beneficiary designation;

  b. Whether any condition or restriction contained in the beneficiary designation has been satisfied;

  c. The number, identity and existence of persons or entities designated as beneficiaries in the beneficiary designation, including where the Client has not identified the person with sufficient specificity in the beneficiary designation;

  d. The portion or amount of the SIMPLE IRA allocated to any Beneficiary; and

  e. The interpretation, construction or application of any document referenced in the beneficiary designation.

- Any provision of the beneficiary designation that is inconsistent with or contrary to any provision of this Custodial Agreement shall be null and void and the Agreement shall govern in all instances where there is a conflict between the beneficiary designation and the Agreement, notwithstanding any language to the contrary in the beneficiary designation.
- After the Client's death, and consistent with the Survival Requirement described in this Section 5.10 above, each Beneficiary shall become the owner of the portion of the SIMPLE IRA allocated to such Beneficiary under the beneficiary designation and the Client's estate shall not have any rights with respect to the SIMPLE IRA. Each Beneficiary shall be required to establish his or her own inherited SIMPLE IRA with the portion of the SIMPLE IRA allocated to such Beneficiary under the beneficiary designation. Pending establishment of each Beneficiary's own inherited SIMPLE IRA each Beneficiary shall be bound by the terms of this Agreement; provided, however, that no contribution may be made to the SIMPLE IRA by a Beneficiary, no distribution may be made from the SIMPLE IRA to a Beneficiary and no Beneficiary may designate his or her own Beneficiary. If a Beneficiary dies at least 120 hours after the Client's death, but prior to the establishment of the Beneficiary's own inherited SIMPLE IRA, the Beneficiary's allocated portion of the SIMPLE IRA shall be paid to the Beneficiary's surviving spouse, and if there is no surviving spouse, to the Beneficiary's estate.
- If any Beneficiary desires to disclaim all or any portion of his or her interest in the SIMPLE IRA, in addition to any other requirements imposed by applicable local, state or federal law, the Beneficiary shall deliver to the Custodian a written notarized statement (e.g., the UBS Disclaimer of Beneficial Interest in a Retirement Account form) or court-filed document reflecting such disclaimer, and the Custodian shall rely conclusively upon, and shall be fully protected in acting upon, such written statement or document as to the effectiveness of such disclaimer. Such disclaimer shall be delivered to the Custodian no later than nine (9) months after the Client's death or, if later, the Beneficiary attaining age 21.

5.11 Prior to the expiration of the two-year period beginning on the date the Client first participated in any SIMPLE IRA plan maintained by the Client's employer:

- Any rollover or transfer by the Client of funds from this SIMPLE IRA may only be made to another SIMPLE IRA of the Client.
- Any distribution of funds to the Client during this two-year period may be subject to a twenty-five percent (25%) additional tax if the Client does not roll over the amount of the distribution into a SIMPLE IRA.
- After the expiration of this two-year period, the Client may roll over or transfer funds to any IRA of the Client that is qualified under Sections 408(a), (b) or (p) of the Code, or to another eligible retirement plan described in Section 402(c)(8)(B) of the Code.

ARTICLE VI—Custodial Agreement

6.1 The Client gives the Custodian the right to amend this Agreement, whether prospectively or retroactively, provided that no amendment that may materially and adversely affect the Client shall be effective until the expiration of a thirty (30) day period. The Custodian will provide notice to the Client of each amendment by mail, by including a notice in materials regularly distributed to SIMPLE IRA Clients, or by electronic media, and the Client is considered to have consented to the amendment unless, within thirty (30) days after the notice is given, the Client either:

- Directs the Custodian to make a total distribution of all of the assets then in the SIMPLE IRA, or
- Removes the Custodian and appoints a successor according to Article X.

The Custodian reserves the right to deduct from the amount distributed or transferred any unpaid fees or expenses, including the annual maintenance fee and any termination, transfer or other fees and charges previously disclosed (whether or not the Client refused to consent to any amendment).

6.2 If at any time this SIMPLE IRA has no balance, the Custodian may deem the SIMPLE IRA to be terminated in accordance with the Custodian's procedures.

6.3 The Client and the Custodian agree that the Custodian has the absolute right to amend, revise or substitute fee schedules identified or referred to in the Disclosure Statement and that no amendment, revision or substitution of a fee schedule shall be deemed an amendment of this Agreement.

ARTICLE VII—Administration of the SIMPLE IRA

7.1 The Custodian shall be responsible only for carrying out the responsibilities specifically set forth in this Agreement and no others.

- The Client agrees that the Custodian shall not be liable to the Client for any loss, liability, cost or expense incurred by the Client as a result of any act or omission by the Custodian in performing these responsibilities, except as a result of gross negligence or willful misconduct by the Custodian.
- The Custodian, in its discretion, may delegate to one or more agents the responsibility to carry out any of its responsibilities, and may compensate such agents for expenses attendant to those responsibilities.
- The Client agrees that the Custodian shall not be liable for any act or omission of any agent (whether or not constituting gross negligence or willful misconduct) to whom it has delegated any such responsibility.

7.2 The Custodian shall not have any discretionary authority or control or otherwise assume any fiduciary duties with respect to the SIMPLE IRA, and none shall be implied, except and solely to the extent it makes an investment recommendation or otherwise agrees to such authority, control or duty in writing. The Custodian shall not be liable for (nor assume any responsibility for) the deductibility of any contribution or the eligibility of any contributions under this Agreement, or the purpose or appropriateness of any distribution according to Article VI. These matters are the sole responsibility of Client.

7.3 The Custodian will use reasonable efforts to deliver, or arrange to be delivered, to the Client, or at the written direction of the Client to a third party, all annuity policies, prospectuses, annual reports, proxies and proxy soliciting materials actually received by the Custodian with respect to assets in the SIMPLE IRA. Unless agreed to in writing, the Custodian shall not be responsible for:

- Voting any shares of stock or taking any other action,
- Granting any consents or waivers,
- Exercising any conversion privileges, or
- Taking any action permitted to be taken with respect to any asset in the SIMPLE IRA.

7.4 The Custodian may rely upon, and shall not be liable when acting in good faith upon, any written, oral or electronic order from the Client or any notice, request, consent, certificate or other instrument or paper believed to be genuine and to have been properly executed. If any such directions are not received as required or, if received, are unclear in the sole opinion of the Custodian, compliance with the instructions may be delayed, without liability for any loss caused by any delay, pending receipt of instructions or clarification that the Custodian considers appropriate.

If the Custodian receives any conflicting claims to some or all of the assets in the SIMPLE IRA (including any claim inconsistent with the then designation of Beneficiaries), the Custodian may, at its discretion and without liability:

- Hold some or all of the assets in the SIMPLE IRA until it receives evidence satisfactory to the Custodian that ownership has been resolved, or
- Deposit some or all of the assets in the SIMPLE IRA into the registry or custody of any court of competent jurisdiction together with any such legal pleadings as the Custodian may deem appropriate (charging the SIMPLE IRA for any resulting costs or expenses, including attorney's fees and disbursements).

7.5 Minors.

a. *Establishing a SIMPLE IRA for a Minor.* A SIMPLE IRA may be established in accordance with procedures established by the Custodian for an individual who is a minor under applicable state law by the minor's parent or legal guardian, provided the minor has his or her own Compensation and meets the eligibility requirements to participate in his or her employer's SIMPLE IRA Plan. The establishment of an IRA for a minor may require, among other things, the court appointment of a guardian for the minor's SIMPLE IRA, and completion of any other documentation that the Custodian reserves the right to request.

b. *Minor Inheriting a SIMPLE IRA.* A beneficiary of a SIMPLE IRA may be an individual who is a minor under applicable state law, and such IRAs will be governed by procedures established by the Custodian, which may require, among other things, the court appointment of a guardian for the minor's IRA when a legal guardian is not listed in the beneficiary designation that allocated the SIMPLE IRA to the minor beneficiary.

7.6 The Custodian will maintain separate records for the interest of each individual.

ARTICLE VIII—Reports and Tax Filings

8.1 The Client agrees to promptly provide the Custodian with necessary information in a manner that may be necessary or helpful for the Custodian to prepare or file any reports according to Section 408(i) of the Code and the relevant Treasury Regulations.

8.2 The Custodian agrees to prepare and furnish annual calendar-year reports on the status of the SIMPLE IRA, including any contributions to, and distributions from (including information on RMDs) the SIMPLE IRA as required by the Code and the Commissioner of Internal Revenue. If contributions made on behalf of the Client pursuant to a SIMPLE IRA plan established by the Client's employer under Section 408(p) of the Code are received directly by the Custodian from the employer for any year, the Custodian will provide the employer (or, if contact information for the employer is not available, the Client) with the summary description required by Section 408(l)(2)(B) of the Code.

8.3 The Client acknowledges and understands that while a SIMPLE IRA is generally exempt from income taxes, some investments generate what is called "unrelated business taxable income" which is subject to current income tax. Unrelated business taxable income can result, for example, from an investment in a limited partnership that incurs debt or that actively conducts any trade or business. Further, the Client acknowledges and understands that if a SIMPLE IRA generates federal unrelated business taxable income which for any year exceeds $1,000, then unrelated business income tax ("UBIT") will be due and a tax return, IRS Form 990-T, Exempt Organization Business Income Tax Return, must be filed. Moreover, the Client acknowledges, understands and agrees that if a Form 990-T is required to be filed, an employer identification number (EIN) must be obtained for the SIMPLE IRA from the IRS (applications for an EIN are made by filing Form SS-4 with the IRS). The Client acknowledges and understands that UBIT is an expense of the SIMPLE IRA and should be paid from the SIMPLE IRA that generated the unrelated business taxable income. The Custodian shall file the Form 990-T on behalf of the SIMPLE IRA, unless otherwise agreed with the Client. Also, if one has not already been provided, the Custodian will file for an EIN.

The Client is responsible for providing the complete necessary liquidity to pay the full amount of federal UBIT due. Client understands that Custodian may debit the Client's account and pay to the IRS on behalf of the SIMPLE IRA any UBIT owed for a given tax year. If, however, the Client has not provided the complete liquidity necessary for the Custodian to pay the full amount of any UBIT owed, Client shall be responsible for such payment. The Custodian shall not be responsible for any taxes or penalties owed for the late payment of such UBIT.

8.4 With the exception of a tax return, statement or report prepared by the Custodian under Section 8.1, 8.2 or 8.3 above, the Client is solely responsible for the preparation and filing of any tax return or report or tax claim required or advisable under the Code regarding any investment in the SIMPLE IRA and the Client must provide the Client's Financial Advisor (as defined in Section 12.10) with any instructions regarding the payment of any such taxes. If the signature of the Custodian is required on any tax return or report or claim, the Client acknowledges, understands and agrees that the Client must deliver an original and one copy of the completed return,

report or claim to the Client's Financial Advisor at least two weeks before the date that the tax return or report or tax claim is due, accompanied by a stamped, addressed envelope for mailing the return, report or claim.

This Section 8.4 includes any return or report required as a result of:

- Realizing any gross income from any unrelated trade or business or unrelated debt financed income (including the Form 990-T in cases where the Client has provided written notification to the Custodian, and the Custodian has agreed, that the Client will complete the Form with the Client's own tax advisors),
- The occurrence of a windfall profits tax, or
- Any other return or report necessary to obtain any credit or refund of tax previously paid.

The Client acknowledges, understands and agrees that the Custodian has no responsibility for, and so will not, review any tax return or report or tax claim described in this Section 8.4 to determine whether it is complete or correct and will not sign any such form without a letter of instruction from the Client acceptable to the Custodian.

ARTICLE IX—SIMPLE IRA Fees and Expenses; Tax Withholding

9.1 The Custodian, for its services as Custodian of the SIMPLE IRA, shall receive various fees applicable to maintaining the SIMPLE IRA. The Custodian reserves the absolute right to revise these fees at any time or from time to time. Further, the Custodian reserves the right to receive additional fees or compensation for additional or extraordinary services that the Custodian considers to be necessary to conserve the assets of the SIMPLE IRA or that the Client requests, plus, in either case, reimbursement for all relevant out-of-pocket expenses.

9.2 The Custodian reserves the right to also receive such fees and compensation for implementing or completing securities transactions on behalf of the SIMPLE IRA and for any other relevant broker-dealer or investment advisory services as requested by the Client subject to applicable disclosure or documentation, all of which shall be charged to the SIMPLE IRA unless otherwise agreed to in writing by the Custodian and the Client.

9.3 Taxes plus any relevant interest and penalties imposed on the SIMPLE IRA shall be charged to the SIMPLE IRA.

9.4 Any fees and other administrative expenses chargeable to the SIMPLE IRA shall be deducted from the SIMPLE IRA; provided, however, that the Client may elect to pay certain fees and expenses directly to the Custodian, but if not so paid, the fees and expenses will be deducted from the SIMPLE IRA. The Client understands and agrees that the Custodian will follow the process outlined for annual account fee billing in the other agreements governing the SIMPLE IRA (which may include, but not be limited to, the Client Relationship Agreement) to satisfy the payment of outstanding fees and expenses from the SIMPLE IRA.

9.5 If the Custodian has terminated the SIMPLE IRA and elected to distribute all or any part of the assets in the SIMPLE IRA and the Client does not provide a tax withholding election for such distribution, then the Custodian shall cover the required tax withholding by following the process outlined for annual account fee billing in the other agreements governing the SIMPLE IRA (which may include, but not be limited to, the Client Relationship Agreement) as if the tax withheld were a fee or other administrative expense.

9.6 The Client shall indemnify the Custodian and hold the Custodian harmless from and against any and all loss, liability, cost or expense (including attorneys' fees and disbursements):

- Incurred by or asserted against the Custodian of this SIMPLE IRA, except those which arise due solely to the Custodian's gross negligence or willful misconduct,
- With respect to the acquisition, holding or disposition of any investment, or
- As a result of making or failing to make any distribution.

The Custodian shall not be obligated or expected to initiate or defend any legal action or proceeding in connection with the SIMPLE IRA unless agreed upon by the Custodian and the Client, and unless the Custodian is fully indemnified to its satisfaction for so doing.

9.7 The Custodian shall not act as a "designated financial institution" within the meaning of Section 408(p)(7) of the Code.

ARTICLE X—Resignation or Removal of the Custodian

10.1 Upon thirty (30) days' prior notice to the Custodian (or a shorter period, if accepted by the Custodian):

- The Client may remove the Custodian as the custodian of this SIMPLE IRA.
- The Client must identify the successor custodian in the notice to the Custodian.

The Custodian may resign at any time upon thirty (30) days' notice to the Client.

- The Custodian may resign and substitute another custodian if the Custodian receives notice from the Commissioner of Internal Revenue that such a substitution is required because it has failed to comply with the requirements of Treasury Regulation Section 1.408-2(e).
- Except as required above, upon its resignation, the Custodian may, but shall not be required to, appoint a qualifying successor custodian.
- If the Custodian upon its resignation appoints a successor and the Custodian does not receive from the Client within thirty (30) days of its resignation, written notice of the Client's appointment of a different successor custodian, then the Client will be deemed to have ratified, confirmed and accepted the Custodian's appointed successor.
- If the Custodian resigns without appointing a successor, the Client shall appoint a successor custodian within thirty (30) days of the Custodian's resignation. Failure to appoint a successor custodian in the required time shall result in the termination of the SIMPLE IRA and distribution of the assets in the SIMPLE IRA in accordance with Sections 11.1 and 11.2.

Notwithstanding the transfer of the assets of the SIMPLE IRA to a successor custodian or the distribution of the assets of the SIMPLE IRA upon termination of the SIMPLE IRA, the Client (and the SIMPLE IRA) shall remain liable for payment in full of all of the fees and other administrative charges and any expenses then due and payable or which become due and payable as a result of, upon or following any transfer or distribution of the assets of the SIMPLE IRA as described in Article IX.

10.2 To qualify, a successor custodian shall be a bank, insured credit union, or other entity or person satisfactory to the Secretary of the Treasury according to Treasury Regulation Section 1.408-2(e).

- The Client represents and warrants that any successor custodian appointed by the Client is qualified to act as a custodian of this SIMPLE IRA.
- Upon receipt by the Custodian of notice (whether written or electronic) of the appointment by the Client of a successor custodian and such documentation as the Custodian deems appropriate, the Custodian shall transfer and pay over to the successor the assets of the SIMPLE IRA.

Notwithstanding the foregoing, the Custodian is authorized to reserve an amount of money or other property as it may determine is advisable for payment of all its fees, compensation, costs and expenses, or for payment of any other liabilities actually or potentially constituting a charge on or against the assets of the SIMPLE IRA or on or against the Custodian. Any balance of such reserve remaining after the payment of all such items is to be paid over to the successor custodian.

10.3 The Custodian shall not be liable for the acts or omissions of any successor custodian, even if such successor custodian has been appointed by the Custodian.

ARTICLE XI—Termination of the SIMPLE IRA

11.1 The Custodian may terminate the SIMPLE IRA if, within thirty (30) days after the resignation or removal of the Custodian, no successor custodian has been appointed or the successor custodian appointed by the Client fails or refuses to accept any asset in the SIMPLE IRA transferred by the Custodian. In addition, the Custodian may terminate the SIMPLE IRA at any time the Client appoints a successor custodian in connection with a transfer of all or part of the SIMPLE IRA to another custodian, if the successor custodian fails or refuses to accept any asset in the SIMPLE IRA transferred by the Custodian. To complete the termination of the SIMPLE IRA, the Custodian shall distribute any assets remaining in the SIMPLE IRA in a lump-sum in cash or in kind to the Client, subject to the Custodian's right to reserve funds as provided in Section 10.2 and to sell assets to satisfy any tax withholding obligations of the Client as provided in Section 9.5.

11.2 The termination of the SIMPLE IRA shall not terminate the Client's obligations, representations or agreements nor the Custodian's rights or remedies, including the Client's obligation covered in Section 9.6 to indemnify the Custodian. The Custodian's obligations under this Agreement shall terminate upon termination of this SIMPLE IRA. Upon delivery or distribution of any assets in the SIMPLE IRA to, or upon order of, the Client, the Custodian shall be relieved from all further liability under this Agreement with respect to the assets delivered or distributed.

ARTICLE XII—Miscellaneous

12.1 "UBS Financial Services Inc." shall mean UBS Financial Services Inc., a Delaware corporation, and any successor corporation by merger, consolidation or liquidation, as well as any other entity to which UBS Financial Services Inc. has transferred all or a substantial portion of its retail brokerage business. UBS Financial Services Inc. is referred to herein as the "Custodian."

12.2 If UBS Financial Services Inc. is a party to any other agreement with the Client, nothing contained therein shall be construed to diminish, reduce or eliminate any rights which UBS Financial Services Inc. may have under this Agreement nor shall anything in this Agreement be construed to diminish, reduce or eliminate any obligations of the Client under any such other agreement.

12.3 Any notice, communication or disclosure (including, but not limited to, any "applicable notice" as defined under Section 1.401(a)-21(e)(1) of the Treasury Regulations) to the Client regarding this Agreement or the Disclosure Statement shall be considered given upon mailing to the Client (by any class of mail) at the Client's last address appearing on the records of the Custodian. Any notice, communication or disclosure given by the Custodian to the Client may be:

- Provided separately, or
- Included with any brokerage account statement mailed or sent (either by hard copy or by electronic media, if permitted by applicable law).

Notwithstanding the foregoing, the Custodian reserves the right to deliver any notice, communication or disclosure to the Client by electronic medium (as defined under Section 1.401(a)-21(e)(3) of the Treasury Regulations) and the Client shall be deemed to have the effective ability to access the electronic medium used to provide the notice, communication or disclosure under Section 1.401(a)-21(c)(2) of the Treasury Regulations, unless the Client requests a paper copy of the applicable notice, communication or disclosure within 30 days after the Custodian mails a written paper notice to the Client, in accordance with the first two sentences of this Section 12.3, regarding the availability of the notice, communication or disclosure.

12.4 The Client shall not have the right or power to anticipate any part of the SIMPLE IRA or to sell, assign, transfer, pledge or hypothecate any part thereof. The SIMPLE IRA shall not be liable for the debts of the Client or subject to any seizure, attachment, execution or other legal process in respect thereof, except as provided by law. At no time shall it be possible for any part of the income or assets of the SIMPLE IRA to be used for, or diverted to, purposes other than for the exclusive benefit of the Client.

12.5 This Agreement shall be construed and administered in accordance with the laws of the State of New York, without regard to the choice of law principles thereof.

12.6 This Agreement is intended to qualify as a "simple retirement account" as defined in Section 408(p) of the Code. If any provisions of this Agreement are subject to more than one interpretation or any term used herein is subject to more than one construction, such ambiguity shall be resolved in favor of that interpretation or construction which is consistent with that intent.

12.7 The relevant Code sections and the Treasury Regulations contain numerous complex and technical rules relating to SIMPLE IRAs, including, but not limited to, rules governing the deductibility of contributions, early distributions, required minimum distributions, rollovers, prohibited transactions and the removal of excess contributions.

The Custodian has advised the Client that if the Client has any questions as to the treatment of any transaction involving the Client's SIMPLE IRA under the Code and the Treasury Regulations, the application of any state or local income tax laws, or the effect of any other tax, estate, inheritance or property laws, the Client should obtain and rely upon the advice of the Client's personal tax advisor or attorney.

The Client agrees that the Custodian has no responsibility or obligation to advise the Client as to the tax treatment of any transaction or to caution the Client as to any adverse consequences of any transaction involving the SIMPLE IRA. The Client agrees that the Custodian will not be liable to the

Client for any income taxes, penalties or other damages of any kind that may result from the Client's failure to follow these technical rules, or any claim of a failure of the Custodian to advise the Client (or of having advised the Client incorrectly) as to the tax treatment of any transaction involving the Client's SIMPLE IRA.

12.8 If SIMPLE IRA assets are escheated to a state unclaimed property fund under applicable state abandoned or unclaimed property laws, the escheatment will be treated as a taxable distribution (to the extent such amount would have been taxable to the Client or a Beneficiary, as applicable), and, if taxable, the Custodian shall withhold from the distribution federal income tax at 10 percent (or at the elected withholding amount appearing on the Client's last approved disbursement or withholding election form) and any other income taxes required to be withheld under applicable law. The Client represents to the Custodian that the Client understands the tax consequences of escheatment and that it is the Client's responsibility to keep the Custodian informed of the Client's current address and contact information.

12.9 The Client may provide the Custodian with one or more a trusted contact persons as provided for in the Client Relationship Agreement (or such other agreement governing the SIMPLE IRA).

12.10 References to the "Financial Advisor" shall include both the Client's UBS Financial Advisor and the UBS Wealth Advice Center.

TAX EXEMPT AND
GOVERNMENT ENTITIES
DIVISION

DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
WASHINGTON, D.C. 20224

AUG 26 2004

UBS Financial Services Inc.
(FKA UBS PaineWebber Inc.)
1285 Avenue of the Americas
New York, NY 10019

EIN Number: 13-2638166

As required by Treasury Regulation 1.408-2(e)(7)(iii), UBS Financial Services Inc. is hereby furnishing you a copy of its written notice of approval to act as a custodian of IRAs.

Ladies and Gentlemen:

In a letter dated April 15, 2003, as supplemented by letters dated October 17 and December 4, 2003, January 7, 22 and 30, 2004, February 12, 2004, and March 9, 18 and 19, 2004, your authorized representative requested a written notice of approval that UBS Financial Services Inc. may act as a passive or non-passive nonbank custodian of medical savings accounts established under section 220 of the Internal Revenue Code, and health savings accounts described in section 223, passive or non-passive nonbank custodian of plans qualified under section 401 or accounts described in section 403(b)(7), passive or non-passive nonbank custodian for individual retirement accounts (IRAs) established under sections 408, and 408A (dealing with Roth IRAs), passive or non-passive nonbank custodian of Coverdell education savings accounts established under section 530, and as a passive nonbank custodian of eligible deferred compensation plans described in section 457(b).

Section 220(d)(1)(B) of the Code (dealing with Archer MSAs (medical savings accounts)) provides, in pertinent part, that the trustee of a medical savings account must be a bank (as defined in section 408(n)), an insurance company (as defined in section 816), or another person who demonstrates to the satisfaction of the Secretary that the manner in which such person will administer the trust will be consistent with the requirements of this section. Q & A-10 of Notice 96-53, 1996-2 C.B. 219 provides, in pertinent part, that persons other than banks, insurance companies, or previously approved IRA trustees or custodians may request approval to be a trustee or custodian in accordance with the procedures set forth in section 1.408-2(e) of the Income Tax Regulations.

Section 223(d)(1)(B) of the Code provides, in pertinent part, that the trustee of a health savings account must be a bank (as defined in section 408(n)), an insurance company

(as defined in section 816), or another person who demonstrates to the satisfaction of the Secretary that the manner in which such person will administer the trust will be consistent with the requirements of this section. Section 223(d)(4)(E) provides, in general, that rules similar to section 408(h) (dealing with custodial accounts) also apply to health savings accounts.

Section 401(f)(1) of the Code provides that a custodial account shall be treated as a qualified trust under this section if such custodial account would, except for the fact it is not a trust, constitute a qualified trust under this section. Section 401(f)(2) provides that the custodian must be a bank (as defined in section 408(n)) or another person who demonstrates to the satisfaction of the Secretary that the manner in which such other person will hold the assets will be consistent with the requirements of section 401 of the Code. Section 401(f) also provides that in the case of a custodial account treated as a qualified trust, the person holding the assets of such account shall be treated as the trustee thereof.

Section 403(b)(7)(A) of the Code requires, in part, that for amounts paid by an employer to a custodial account to be treated as amounts contributed to an annuity contract for his employee, the custodial account must satisfy the requirements of section 401(f)(2). That section also requires, in order for the amounts paid by an employer to be treated as amounts contributed to an annuity contract for his employee, that the amounts are to be invested in regulated investment company stock to be held in the custodial account, and under the custodial account no such amounts may be paid or made available to any distributee before the employee dies, attains age 59 1/2, has a severance from employment, becomes disabled (within the meaning of section 72(m)(7)), or in the case of contributions made pursuant to a salary reduction agreement (within the meaning of section 3121(a)(1)(D)), encounters financial hardship.

Section 408(h) of the Code provides that a custodial account shall be treated as a trust under this section if the assets of such account are held by a bank (as defined in subsection (n)) or another person who demonstrates to the satisfaction of the Secretary that the manner in which such other person will administer the account will be consistent with the requirements of this section, and if the custodial account would, except for the fact that it is not a trust, constitute an IRA described in subsection (a). Section 408(h) also provides that, in the case of a custodial account treated as a trust by reason of the preceding sentence, the custodian of such account shall be treated as the trustee thereof.

Section 408A of the Code provides, in general, that a Roth IRA shall be treated in the same manner as an individual retirement plan. Section 7701(a)(37)(A) defines an individual retirement plan as an individual retirement account described in section 408.

Section 530(g) of the Code (dealing with Coverdell education savings accounts) provides that a custodial account shall be treated as a trust if the assets of such account

are held by a bank (as defined in section 408(n)) or another person who demonstrates, to the satisfaction of the Secretary, that the manner in which he will administer the account will be consistent with the requirements of this section, and if the custodial account would, except for the fact that it is not a trust, constitute an account described in subsection (b)(1). For purposes of title 26 [the Internal Revenue Code], in the case of a custodial account treated as a trust by reason of the preceding sentence, the custodian of such account shall be treated as the trustee thereof.

Section VII of Notice 98-8, 1998-1 C.B. 355 (guidance relating to the requirements applicable to eligible deferred compensation plans described in section 457(b) of the Code), provides, in pertinent part, that for purposes of the trust requirements of section 457(g)(1), a custodial account will be treated as a trust if the custodian is a bank, as described in section 408(n), or a person who meets the nonbank trustee requirements of section VIII of this notice, and the account meets the requirements of section VI of this notice, other than the requirement that it be a trust. Section VIII provides that the custodian of a custodial account may be a person other than a bank only if the person demonstrates to the satisfaction of the Commissioner that the manner in which the person will administer the custodial account will be consistent with the requirements of sections 457(g)(1) and (g)(3) of the Code. To do so, the person must demonstrate that the requirements of paragraphs (2)-(6) of section 1.408-2(e) of the regulations relating to nonbank trustees will be met.

The Income Tax Regulations at section 1.408-2(e) contain the requirements that such other person must comply with in order to act as custodian, for purposes of sections 220, 223, 401(f), 403(b)(7), 408(h), 408(q), 408A, 457(b) and 530 of the Code. One of the requirements of section 1.408-2(e) states that such person must file a written application with the Commissioner demonstrating, as set forth in that section, its ability to act as a trustee or custodian.

Based on all the information submitted to this office and all the representations made in the application, we have concluded that UBS Financial Services Inc. meets the requirements of section 1.408-2(e) of the regulations and, therefore, is approved to act as a passive or non-passive nonbank custodian of medical savings accounts established under section 220 of the Internal Revenue Code, and health savings accounts described in section 223, passive or non-passive nonbank custodian of plans qualified under section 401 or accounts described in section 403(b)(7), passive or non-passive nonbank custodian for individual retirement accounts (IRAs) established under sections 408, and 408A (dealing with Roth IRAs), passive or non-passive nonbank custodian of Coverdell education savings accounts established under section 530, and as a passive nonbank custodian of eligible deferred compensation plans described in section 457(b).

This letter authorizes UBS Financial Services Inc. to act as a passive or non-passive nonbank custodian. When UBS Financial Services Inc. acts as a passive nonbank

custodian (pursuant to section 1.408-2(e)(6)(i)(A) of the regulations), it is authorized only to acquire and hold particular investments specified by the custodial agreement. It may not act as a passive custodian if under the written custodial agreement it has discretion to direct investments of the custodial funds.

This letter while authorizing UBS Financial Services Inc. to act as a custodian does not authorize it to pool accounts in a common investment fund (other than a mutual fund) within the meaning of section 1.408-2(e)(5)(viii)(C) of the regulations. UBS Financial Services Inc. may not act as a custodian unless it undertakes to act only under custodial agreements that contain a provision to the effect that the grantor is to substitute another trustee or custodian upon notification by the Commissioner that such substitution is required because UBS Financial Services Inc. has failed to comply with the requirements of section 1.408-2(e) of the regulations or is not keeping such records, or making such returns or rendering such statements as are required by forms or regulations. For example, one such form is Form 990-T for IRAs that have $1000 or more of unrelated business taxable income that is subject to tax by section 511(b)(1) of the Code.

UBS Financial Services Inc. is required to notify the Commissioner of Internal Revenue, Attn: SE:T:EP:RA, Internal Revenue Service, Washington, D.C. 20224, in writing, of any change which affects the continuing accuracy of any representations made in its application. Further, the continued approval of UBS Financial Services Inc. to act as a passive or non-passive nonbank custodian of medical savings accounts established under section 220 of the Internal Revenue Code, and health savings accounts described in section 223, passive or non-passive nonbank custodian of plans qualified under section 401 or accounts described in section 403(b)(7), passive or non-passive nonbank custodian for individual retirement accounts (IRAs) established under sections 408, and 408A (dealing with Roth IRAs), passive or non-passive nonbank custodian of Coverdell education savings accounts established under section 530, and as a passive nonbank custodian of eligible deferred compensation plans described in section 457(b) is contingent upon the continued satisfaction of the criteria set forth in section 1.408-2(e) of the regulations.

This approval letter is not transferable to any other entity. An entity that is a member of a controlled group of corporations, within the meaning of section 1563(a) of the Code, may not rely on an approval letter issued to another member of the same controlled group. Furthermore, any entity that goes through an acquisition, merger, consolidation or other type of reorganization may not necessarily be able to rely on the approval letter issued to such entity prior to the acquisition, merger, consolidation or other type of reorganization. Such entity may have to apply for a new notice of approval in accordance with section 1.408-2(e) of the regulations.

This letter constitutes a notice that UBS Financial Services Inc. may act as a passive or non-passive nonbank custodian of medical savings accounts established under section

220 of the Internal Revenue Code, and health savings accounts described in section 223, passive or non-passive nonbank custodian of plans qualified under section 401 or accounts described in section 403(b)(7), passive or non-passive nonbank custodian for individual retirement accounts (IRAs) established under sections 408, and 408A (dealing with Roth IRAs), passive or non-passive nonbank custodian of Coverdell education savings accounts established under section 530, and as a passive nonbank custodian of eligible deferred compensation plans described in section 457(b) and does not bear upon its capacity to act as a custodian under any other applicable law. This is not an endorsement of any investment. The Internal Revenue Service does not review or approve investments.

This is a retroactive notice of approval effective May 2, 1989 and will remain in effect until withdrawn by UBS Financial Services Inc. or revoked by the Service. This notice of approval supplements the notice of approval issued to PaineWebber Inc. on May 2, 1989. This notice of approval does not authorize UBS Financial Services Inc. to accept any fiduciary account before this notice becomes effective.

In accordance with the power of attorney on file in this office, a copy of this letter is being sent to your authorized representative.

If you have any questions, please contact Mr. C. Thompson (Badge No. 50-07262) at (202) 283-9596.

Sincerely,

Carlton A. Watkins

Carlton A. Watkins, Manager
Employee Plans Technical Group 1

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DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
WASHINGTON, D.C. 20224

TAX EXEMPT AND
GOVERNMENT ENTITIES
DIVISION

Plan Name: Traditional or Roth IRA Custodial Account 001
FFN: 50145680000-001 Case: 201400882 EIN: 13-2638166
Letter Serial No: M100043b

UBS FINANCIAL SERVICES INC
1000 HARBOR BLVD., 3RD FLOOR
WEEHAWKEN, NJ 07086

Contact Person:
Sherise Dorman
Telephone Number:
202-317-8701
In Reference To: SE:T:EP:RA
Date: 02/05/2015

Dear Applicant:

In our opinion, the form of the prototype trust, custodial account or annuity contract/endorsement identified above is acceptable either for use as a traditional IRA under section 408 of the Internal Revenue Code or for use as a Roth IRA under Code section 408A, as amended through the Small Business Jobs Act of 2010.

Each individual who adopts this approved prototype will be considered to have either a traditional IRA that satisfies the requirements of Code section 408 or a Roth IRA that satisfies the requirements of Code section 408A, provided the individual explicitly and unambiguously indicates at the time of adoption which type of IRA it is to be, follows the terms of the approved prototype document applicable to the type of IRA adopted, does not engage in certain transactions specified in Code section 408(e), and, if the IRA is a trust or custodial account, the trustee or custodian is a bank within the meaning of Code section 408(n) or has been approved by the Internal Revenue Service pursuant to Code section 408(a)(2).

Code section 408(i) and related regulations require that the trustee, custodian or issuer of a contract provide a disclosure statement to each adopting individual as specified in the regulations. Publication 590, Individual Retirement Arrangements (IRAs), gives information about the items to be disclosed. The trustee, custodian or issuer of a contract is also required to provide each adopting individual with annual reports of all transactions related to the IRA.

The Internal Revenue Service has not evaluated the merits of this IRA and does not guarantee contributions or investments made under the IRA. Furthermore, this letter does not express any opinion as to the applicability of Code section 4975, regarding prohibited transactions.

This prototype IRA may have to be amended to include or revise provisions in order to comply with future changes in the law or regulations.

If you have any questions concerning IRS processing of this case, call us at the above telephone number. Please refer to the File Folder Number (FFN) shown in the heading of this letter. Please provide those adopting this prototype with your telephone number, and advise them to contact your office if they have any questions about the operation of their IRA. Please provide a copy of this letter to each adopting individual.

You should keep this letter as a permanent record. Please notify us if you terminate sponsorship of this prototype IRA.

Sincerely Yours,

Karen D. Truss

Karen D. Truss
Director, Employee Plans Rulings and Agreements

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DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
WASHINGTON, D.C. 20224

TAX EXEMPT AND
GOVERNMENT ENTITIES
DIVISION

Plan Name: SIMPLE IRA Custodial Account 002
FFN: 50145680000-002 Case: 201400883 EIN: 13-2638166
Letter Serial No: M100044b

UBS FINANCIAL SERVICES INC
1000 HARBOR BLVD., 3RD FLOOR
WEEHAWKEN, NJ 07086

Contact Person:
Sherise Dorman
Telephone Number:
202-317-8701
In Reference To: SE:T:EP:RA
Date: 02/05/2015

Dear Applicant:

In our opinion, the amendment to the form of the prototype trust, custodial account or annuity contract/endorsement identified above is acceptable under section 408 of the Internal Revenue Code, as amended through the Small Business Jobs Act of 2010, for use as a SIMPLE IRA under Code section 408(p). This opinion letter may not be relied on with respect to whether a SIMPLE IRA Plan, under which contributions are made by an employer to the SIMPLE IRA, satisfies the requirements of Code section 408(p).

Each individual who adopts this approved prototype will be considered to have a SIMPLE IRA that satisfies the requirements of Code section 408, provided he or she follows the terms of the approved prototype document, does not engage in certain transactions specified in Code section 408(e), and, if the SIMPLE IRA is a trust or custodial account, the trustee or custodian is a bank within the meaning of Code section 408(n) or has been approved by the Internal Revenue Service pursuant to Code section 408(a)(2).

Code section 408(i) and related regulations require that the trustee, custodian or issuer of a contract provide a disclosure statement to each adopting individual as specified in the regulations. Publication 590, Individual Retirement Arrangements (IRAs), gives information about the items to be disclosed. The trustee, custodian or issuer of a contract is also required to provide each adopting individual with annual reports of all transactions related to the SIMPLE IRA.

The Internal Revenue Service has not evaluated the merits of this SIMPLE IRA and does not guarantee contributions or investments made under the SIMPLE IRA. Furthermore, this letter does not express any opinion as to the applicability of Code section 4975, regarding prohibited transactions.

The prototype SIMPLE IRA may have to be amended to include or revise provisions in order to comply with future changes in the law or regulations.

If you have any questions concerning IRS processing of this case, call us at the above telephone number. Please refer to the File Folder Number (FFN) shown in the heading of this letter. Please provide those adopting this prototype with your telephone number, and advise them to contact your office if they have any questions about the operation of their SIMPLE IRA. Please provide a copy of this letter to each adopting individual.

You should keep this letter as a permanent record. Please notify us if you terminate sponsorship of this prototype SIMPLE IRA.

Sincerely Yours,

Karen D. Truss

Karen D. Truss
Director, Employee Plans Rulings and Agreements

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 member up to $500,000 (including $250,000 for claims of cash). Explanatory brochure available upon request or at 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, 2025. 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 not registered under the Securities Act of 1933;
- Commodities contracts (such as foreign exchange and precious metal contracts), including futures contracts and commodity option contracts; and
- Securities on loan to UBS Financial Services Inc.; and
- Deposit accounts (except certificates of deposit) at UBS Bank USA, N.A. 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 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 and Resilience 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 and Resilience Program conforms to the requirements of all relevant US regulatory authorities 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 banking 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 a comprehensive, Global Pandemic Preparedness program. 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

For purposes of the section "Account Protection," all references to UBS Financial Services refer to UBS Financial Services Inc.

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 or refer to the back of your account statement for additional information.

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 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.

Payment For Order Flow
Order flow refers to the process by which your orders are routed and/or executed. We route most of our customers' equities and options orders to our affiliate, UBS Securities LLC, which, based on its best execution processes, may: (i) execute the orders as principal, where permitted by law; or (ii) route the orders to another venue for execution, which may include broker-dealers or exchanges. We also route a portion of our customers' equities and options orders directly to securities exchanges. When our affiliate executes our customers' orders as principal, it receives the profit or loss generated by this activity, depending on movements in the market. Accordingly, if there is a profit to be made, our affiliate will have an incentive to purchase or sell the security out of its inventory when consistent with its best execution obligation.

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 accept payment for order flow from our affiliate or any other broker-dealers for routing equity or options orders to them. We may receive payment in the form of rebates from certain exchanges, in accordance with the exchanges' published fee schedules and rules approved by the SEC. These payments generally offset fees for accessing orders or for other services provided by exchanges. From time to time, the amount of rebates we receive from an exchange may exceed the amount of fees that we are charged by such exchange. In these limited circumstances, the receipt of net payments from an exchange would be considered payment for order flow. We do not base equities or options order routing decisions on the receipt of payment for order flow or any other order routing inducements. To the extent that any exchange provides us with a rebate or similar payment in connection with equities or options order flow, such payments: (i) are not actively solicited or sought after by us; (ii) if received, are de *minimus*; and (iii) do not influence our order routing practices, which are determined by our duty of best execution. We effectively manage this potential conflict of interest by: (i) providing client disclosures regarding our payment for order flow practices; (ii) not seeking out or negotiating payments for order flow; and (iii) making order routing determinations independent from any de *minimus* rebates or similar payments that we may receive.

MSRB notice regarding client education and protection
UBS Financial Services Inc. is registered with the US Securities and Exchange Commission (SEC) as a broker-dealer, and is also registered with several other regulatory authorities, including, but not limited to, the Financial Industry Regulatory Authority (FINRA) and the Municipal Securities Rulemaking Board (MSRB).

The MSRB has created a brochure that describes the protections that may be provided by MSRB rules and explains how an investor can file a complaint with an appropriate regulatory authority if a dispute cannot be resolved. The brochure, as well as other education material about the municipal securities market, is available on the MSRB website at www.msrb.org.

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UBS Deposit Sweep Program Disclosure Statement

I. Summary
This Section I provides an overview of the UBS Deposit Sweep Program. You should carefully review all sections of this Disclosure Statement to understand the terms and conditions that apply.

Introduction
UBS Financial Services Inc. ("**UBS**" or "**we**") offers the UBS Deposit Sweep Program ("**Bank Sweep Program**") to automatically deposit, or "sweep," cash balances that are not required to pay debits or charges ("**Free Cash Balances**") in your securities account ("**Securities Account**") into a deposit account ("**Deposit Account**") at one or more depository institutions (each, "**Program Bank**") at which deposits are insured by the Federal Deposit Insurance Corporation ("**FDIC**").

We offer the following in the Bank Sweep Program:
- UBS Deposit Account Sweep Program ("**Deposit Program**"),
- UBS Business Account Sweep Program ("**Business Program**"),
- UBS Insured Sweep Program ("**UBS-ISP**"), and
- UBS FDIC-Insured Deposit Program ("**UBS-FIDP**").

If you are enrolled in the Deposit Program or the Business Program, your Free Cash Balances will sweep to a Deposit Account at UBS Bank USA, N.A. ("**UBS Bank**"), an FDIC member bank that is affiliated with UBS. If you are enrolled in the UBS-ISP or the UBS-FIDP, your Free Cash Balances will sweep to a Deposit Account at one or more Program Banks in the order in which they appear on a list for each program ("**Priority List**"). The Priority Lists are included at the end of this Disclosure Statement and are also available at ubs.com/bankprioritylists. UBS Bank is the first bank on the Priority List for both programs.

Eligibility
The Bank Sweep Program is a default feature available in most Securities Accounts. When you open a Securities Account at UBS, one of the sub-programs ("**options**"), if available, will be automatically assigned to your account based on the account type. This assignment is made without the recommendation or advice of your Financial Advisor under Regulation Best Interest or as a fiduciary under the Investment Advisers Act.

Deposit Accounts
UBS will act as your agent and custodian to establish and maintain the Deposit Accounts at each Program Bank. In the UBS-ISP only, UBS Bank, as sub-custodian for UBS acting for its clients, will establish and maintain the Deposit Accounts at the other Program Banks (excluding UBS Bank, "**Third-Party Program Banks**"). Although Deposit Accounts are obligations of the Programs Banks and not UBS, you will not have a direct relationship with any Program Bank. All deposits and withdrawals will be made on your behalf by UBS, or UBS Bank as sub-custodian for UBS. Information about the Deposit Accounts may be obtained from UBS and not the Program Banks.

Sweep Amounts
- In the **Deposit Program** and the **Business Program**, Free Cash Balances will sweep to a Deposit Account at UBS Bank without limit.
- In the **UBS-ISP** and the **UBS-FIDP**, Free Cash Balances will sweep to a Deposit Account at each Program Bank up to $249,000, or $498,000 for joint accounts, in the order in which the banks appear on the Priority Lists. Once the limit has been reached at each Program Bank, any excess will sweep to UBS Bank without limit.

Interest Rates
Variable, tiered interest rates apply to your deposits.

The interest rates paid by the Program Banks may change at any time, including daily, without prior notice. These rates are determined by a variety of factors, including prevailing economic and business conditions. The Program Banks are not required to offer the highest rates available in the market or rates comparable to money market mutual fund yields. Interest rates for the Deposit Accounts may be higher or lower than those paid on other deposit accounts at the Program Banks or at other depository institutions. For the current interest rates, please visit ubs.com/sweepyields or contact your Financial Advisor.

All Program Banks pay you the same rate of interest as one another. However, the interest rates on balances in the Deposit Accounts may vary from program to program and may differ between advisory and brokerage Securities Accounts. Additionally, the rates clients receive are tiered based on the total eligible deposits held within their Marketing Relationship or Plan Relationship (each as defined in "*Section IV. Bank Sweep Program Interest Rates—Interest Rate Tiers*"). In general, clients with higher total eligible deposits in a Marketing Relationship or a Plan Relationship receive higher interest rates on their balances in the Deposit Accounts than clients with lower total eligible deposits in the same type of relationship.

FDIC Deposit Insurance
Deposits at each Program Bank are eligible for FDIC insurance up to $250,000 per depositor in each insurable capacity (e.g., individual, joint, business, or retirement), based on the aggregate amount of all deposits maintained by the depositor in the same insurable capacity at the Program Bank, provided that the requirements for deposit insurance have been met.

UBS will sweep Free Cash Balances in each Securities Account as described herein regardless of how many Securities Accounts you hold in the same insurable capacity. This may cause your balances in the Deposit Accounts at a Program Bank to exceed the FDIC limit. **You are responsible for monitoring the total amount of deposits you have at each Program Bank. Neither UBS nor the Program Banks track your total deposits to determine the extent of FDIC insurance coverage available to you.**

FDIC deposit insurance only covers the failure of an insured bank. UBS Financial Services Inc. is not an FDIC-insured bank.

No SIPC Protection
The Deposit Accounts at the Program Banks are not protected by the Securities Investor Protection Corporation ("**SIPC**").

Financial Benefits to UBS and UBS Bank; Conflicts of Interest
UBS and UBS Bank receive financial benefits in connection with the Bank Sweep Program. Your Financial Advisor also receives benefits based on balances in the Bank Sweep Program. Please refer to "*Section IX. Benefits to UBS and UBS Bank; Financial Advisor Compensation*" for further information.

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

You may wish to consider alternatives to the Bank Sweep Program for 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.

II. Bank Sweep Program Eligibility
Definitions
For the purpose of the Bank Sweep Program, the following words have the meanings ascribed to them below.

"Business entities" means corporations, sole proprietorships, governmental entities, partnerships, limited liability companies, and associations.

"Financial institutions" means insurance companies; broker-dealers; investment advisors; mutual fund companies; hedge fund companies; private pension funds; public retirement funds; state and federally chartered banks, credit unions, savings associations, and trust companies; and such other entities that UBS may add from time to time.

"Nonprofit organizations" includes organizations described in Sections 501(c)(3) through (13) and (19) of the Internal Revenue Code of 1986, as amended ("**Code**").

"Retirement accounts" means (i) individual retirement accounts ("**IRAs**"), including traditional, Roth, Simplified Employee Pension ("**SEP**"), Savings Incentive Match Plan for Employees ("**SIMPLE**"), and Coverdell education savings accounts, and (ii) employee benefit plans qualified under Section 401(a) of the Code, governmental plans under Section 457(b) of the Code, or any other employee retirement or welfare plan, subject to the Employee Retirement Income Security Act of 1974, as amended, or the Code (collectively, "**Plans**"). Plans may include individual accounts for participants ("**Plan Participants**"). However, please note that employee benefit plans described under Section 403(b)(7) of the Code and Plans with a pooled plan structure are not eligible for the Bank Sweep Program. See "Ineligible Accounts" below.

"Retirement Advisory accounts" means retirement accounts that are managed in Portfolio Management Program (PMP), Advisor Allocation Program (AAP), UBS Strategic Wealth Portfolio (SWP), UBS Consolidated Advisory Program (CAP), Institutional Consulting (IC), Separately Managed Account Programs (i.e., ACCESS and Managed Accounts Consulting (MAC)) managed by a UBS affiliate, and such other advisory programs that UBS may offer from time to time.

Eligibility
The available Bank Sweep Program option depends on the client's account type.

If the Securities Account is	Then you will be assigned to
– Retirement advisory account	– Deposit Program
– Individual participant account under a defined contribution plan that is managed on a discretionary basis	– Business Program
– Individual – Custodial account – Business entity – Nonprofit organization – Estate – Trust owned by US residents if one or more beneficiaries are business entities – Trust owned by non-US residents – Retirement account other than retirement advisory account	– UBS-ISP
– Trust owned by US residents if all beneficiaries are natural persons and/or nonprofit organizations	– UBS-FIDP

We may change the eligibility requirements for the Bank Sweep Program options at any time. We may also grant exceptions to the eligibility requirements at our discretion. Your Financial Advisor can provide you with additional information about eligibility.

Ineligible Accounts
Securities Accounts that are not eligible for the Bank Sweep Program include (i) any Securities Account owned by a financial institution, (ii) corporate cash management accounts and certain independently advised accounts, (iii) Plans with a pooled plan structure, and (iv) Plans established under Section 403(b)(7) of the Code in the case of both such Plans in (iii) and (iv), accounts opened by participants therein. UBS, at its discretion, will consider a client to be ineligible if, as a matter of law or internal policy, the client is prohibited from holding funds at UBS Bank or maintaining deposits in the Bank Sweep Program.

III. Operation of the Bank Sweep Program
Establishment of the Deposit Account
UBS will establish one or more Deposit Accounts at each Program Bank in the name of UBS Financial Services Inc., as agent and custodian for its clients. In the UBS-ISP only, UBS Bank will establish the Deposit Accounts at the Third-Party Program Banks in its name as sub-custodian for UBS acting for its clients.

Each Deposit Account will be a money market deposit account ("**MMDA**") or a demand deposit account as those terms are defined in the Federal Reserve Board's Regulation D. The Deposit Account at UBS Bank will be an MMDA only. There are no limitations on the number of withdrawals from the Deposit Accounts. However, the Program Banks reserve the right to require seven days' prior written notice before permitting a withdrawal of funds from an MMDA.

Although Deposit Accounts are obligations of the Program Banks and not UBS, you will not have a direct relationship with any Program Bank. All deposits and withdrawals will be made by UBS on your behalf or through UBS Bank as sub-custodian for UBS.

You and UBS agree that the Deposit Accounts will be deemed "financial assets" for purposes of Article 8 of the Uniform Commercial Code as adopted by the State of New York.

Deposit Procedures
On each business day, after all debits and charges to your Securities Account have been satisfied, we will sweep Free Cash Balances of $1.00 or more remaining in your Securities Account into a Deposit Account. For a Securities Account that is an IRA or a Plan, the minimum Free Cash Balances for sweep is $0.01. A "**business day**" is Monday through Friday, excluding federal and New York Stock Exchange holidays.

- In the **Deposit Program** and the **Business Program**, Free Cash Balances in your Securities Account will be swept to a Deposit Account at UBS Bank without limit.
- In the **UBS-ISP and the UBS-FIDP**, Free Cash Balances in your Securities Account will be swept to Deposit Accounts at the Program Banks up to $249,000, or $498,000 if your Securities Account is held jointly by two or more owners (each, "**Deposit Limit**"), in the order in which the banks appear on the Priority List for each program. UBS Bank is the first Program Bank on the Priority List for both programs. Once the Deposit Limit has been reached at each Program Bank, any excess funds will be swept to UBS Bank without limit. If this occurs, your balances at UBS Bank may exceed the FDIC insurance limit. The current Priority Lists are available at ubs.com/bankprioritylists.

UBS will sweep Free Cash Balances in each Securities Account as described herein, regardless of how many Securities Accounts you hold in the same insurable capacity or the amount of FDIC insurance available for that insurable capacity. This may cause your balances in the Deposit Account at a Program Bank to exceed the FDIC limit.

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" section of the *Agreements and Disclosures* booklet ("**General Terms and Conditions**"), available at ubs.com/accountdisclosures. Debits are amounts due to UBS on the settlement date for securities purchases or other transactions and fees associated with your Securities Account, including margin loans. Charges are amounts due to UBS for payments made by checks, bill payments, electronic funds transfers, debit card purchases, and cash withdrawals.

No debits or charges will be satisfied directly from a Deposit Account. If a withdrawal of funds from a Deposit Account is necessary to satisfy a debit or charge in your Securities Account, the below procedures will apply.

- In the **Deposit Program** and the **Business Program**, UBS, as your agent, will withdraw funds from the Deposit Account at UBS Bank.
- In the **UBS-ISP** and the **UBS-FIDP**, UBS, acting as your agent or through UBS Bank as sub-custodian on its behalf will withdraw funds from the Deposit Accounts at the Program Banks, beginning with any balances that exceed the Deposit Limit at UBS Bank. Thereafter, withdrawals will be made from Deposit Accounts at the Program Banks where your funds have been deposited, following the order of lowest to highest priority as listed on the Priority List, until the debit or charge is satisfied.

If there are insufficient funds in the Deposit Accounts at the Program Banks to satisfy your debits and charges, UBS will withdraw funds from other available sources as described in the General Terms and Conditions.

Priority Lists for UBS-ISP and UBS-FIDP
Program Banks appear on the Priority Lists in the order in which the Deposit Accounts will be opened for you, and funds deposited, in each of the UBS-ISP and the UBS-FIDP. The Priority Lists are included at the end of this Disclosure Statement, and are also available at ubs.com/bankprioritylists or by contacting your Financial Advisor.

The Priority List applicable to a Securities Account is determined by the address of record for the account in both the **UBS-ISP** and the UBS-FIDP. For the UBS-ISP, the Priority List is further assigned based on the Securities Account type, as outlined below:

UBS-ISP Priority List	Account Type
Retail Accounts	– Individual – Custodial account
Business Accounts	– Business entity – Nonprofit organization – Estate – Trust owned by US residents if one or more beneficiaries is a business entity – Trust owned by non-US residents
Retirement Accounts	– Retirement accounts other than Retirement Advisory Accounts

You may not change the order of the Program Banks on a Priority List. However, you may at any time designate a Third-Party Program Bank 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 discontinue the sweep to a Third-Party Program Bank by instructing us to remove your deposits from that bank and to designate it as ineligible to receive future deposits. The funds removed will be deposited at the next available Program Bank on the Priority List. Please contact your Financial Advisor if you wish to take any of these actions.

Please note that a Program Bank on the Priority List may become unable to accept deposits up to the Deposit Limit due to regulatory or other reasons ("**Suspended Bank**"). We will not allocate funds to a Suspended Bank, or we may allocate an amount below the Deposit Limit. This may result in a bank holding a smaller balance than other banks with a lower position on the Priority List. When a Suspended Bank resumes accepting deposits, the excess balances that had previously been swept to other Program Banks may not be reallocated to it.

Changes to the Priority Lists
The Priority Lists are subject to change. We may change the number of Program Banks on a Priority List by adding or removing banks, replacing a Program Bank with a bank not previously included, or re-sequencing the Program Banks. If we change the order, your funds on deposit as of the effective date will be reallocated according to the revised Priority List.

In general, you will receive advance notice of these changes and have the opportunity to designate any new Program Bank as ineligible to receive your deposits after the change takes effect. However, if a change to the Priority List results from a bank becoming a Suspended Bank or from a circumstance beyond our control, UBS may not be able to provide advance notice. You will be notified of the change as soon as practicable. In addition, if a Program Bank that holds your deposit no longer makes the Deposit Accounts available, you will have the opportunity to establish a direct depository relationship with that Program Bank, subject to its requirements for opening and maintaining deposit accounts. If you choose not to do so, your funds will be withdrawn and transferred to the next available Program Bank on the Priority List. For more information about maintaining a direct depository relationship with a Program Bank, please see *"Section VIII. Your Relationship with UBS and the Program Banks."*

IV. Bank Sweep Program Interest Rates

General

UBS does not set the interest rates for the Bank Sweep Program. Rates are established by UBS Bank based on various factors, including prevailing economic and business conditions.

All Program Banks pay you the same rate of interest as one another. However, the interest rates on balances in the Deposit Accounts may vary from program to program and may differ between advisory and brokerage Securities Accounts. In addition, clients may be eligible for different interest rates based on their interest rate tiers.

Interest rates paid on the Deposit Accounts may not represent the highest rates available in the market or be comparable to the prevailing yield on money market mutual funds. Moreover, the interest on the Deposit Accounts may be higher or lower than the interest rates available to depositors who make deposits directly with the Program Banks or other depository institutions offering 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.**

Note: Depending on your specific circumstances, you may choose not to receive interest on Bank Sweep Program balances. If you opt out of interest, Free Cash Balances will continue to sweep to Program Banks and remain eligible for FDIC insurance up to the applicable limit. However, the Program Banks will not pay interest on your balances, and the portion of interest that would have otherwise been paid to you will be retained by UBS in the UBS-FIDP or UBS Bank in the UBS-ISP. Please contact your Financial Advisor for more information.

Variable Rates; APY

The Deposit Accounts bear interest at variable rates. This means the interest rates paid by the Program Banks may change at any time, including daily, without prior notice. When the rate is adjusted, the new interest rate will apply to balances effective that day. Rate information will be available the following day at ubs.com/sweepyields, through UBS Online Services, or by contacting your Financial Advisor.

Rates are expressed as annual percentage yield or "APY," which represents the annualized interest rate and includes interest paid on interest you have accrued (called "**compounding**").

Compounding and Crediting

Interest accrues from the business day the funds are received by the Program Banks through the day of withdrawal. Interest is compounded daily. The interest period begins on the first to the last calendar day of the month. Interest will be credited on the last business day of each month and will include amounts accrued through the last calendar day of the month .

- For the **Deposit Program**, the **Business Program**, and the **UBS-FIDP**, interest will be rounded each day to the nearest $0.01. Any fractional interest of less than half a cent will not be accrued.
- For the UBS-ISP, the daily accrued interest amounts will be aggregated at the end of the interest period, then rounded to the nearest $0.01. If the total accrued interest is less than half a cent, no interest will be paid.

Interest Rate Tiers

Interest rates on the Deposit Accounts are tiered based on the amount of eligible deposits in related accounts, determined as follows:

- Generally, interest rates are tiered based on total eligible deposits within a "**Marketing Relationship**" as defined in the General Terms and Conditions.
- For Plans, Plan Participants, SEP, and SIMPLE IRAs, interest rates are tiered based on total eligible deposits within a Plan Relationship. A "**Plan Relationship**" consists of Securities Accounts that share the same employer identification number or tax identification number and name as the employer's Plan, including Securities Accounts held by Plan Participants. If your Securities Account is a SEP or SIMPLE IRA and is associated with other Securities Accounts under the same employer's Plan, it will not be linked to the Marketing Relationship that includes your individual Securities Accounts. Instead, eligible deposits in your SEP or SIMPLE IRA will be aggregated with eligible deposits held in the Plan Relationship associated with the Plan. We reserve the right, in our sole discretion, to grant exceptions to our Plan Relationship policies.

"Eligible deposits" include certificates of deposit issued by UBS Bank, UBS Bank USA Core Savings deposits, and deposits at Program Banks through the Bank Sweep Program. In general, Deposit Accounts associated with a Marketing Relationship or a Plan Relationship that have higher amounts of eligible deposits will receive higher interest rates than those with lower balances. Effective on our around July 24, 2026, the name of UBS Bank USA Core Savings will be changed to UBS Cash Reserve.

Your tiered interest rate is determined on the first business day of the each calendar week ("**Valuation Date**") based on the total end-of-day eligible deposits in your Marketing Relationship or Plan Relationship. If a change in the amount of your eligible deposits causes you to move from one interest rate tier to another, your balances in the Deposit Accounts will earn interest at the rate for your new tier beginning on the next business day following the Valuation Date ("**Tier Effective Date**").

The current interest rate tiers are as follows:

Interest Rate Tiers
$10 million and more
$4 million to $9,999,999
$2 million to $3,999,999
$500,000 to $1,999,999
$250,000 to $499,999
Less than $250,000

UBS reserves the right to change the interest rate tiers at any time without prior notice, including by applying different tier structures across the Bank Sweep Program. Current interest rates and interest rate tiers are available online at ubs.com/sweepyields, through UBS Online Services, or by contacting your Financial Advisor.

Sweep deposits in new Securities Accounts will earn interest at the rate assigned to the $500,000-to-$1,999,999 tier. We will adjust the tier based on all your eligible deposits on the next Valuation Date, or earlier if you have a preexisting relationship with UBS. In that case, sweep deposits in your new Securities Account will earn interest at the tiered rate associated with your Marketing Relationship or Plan Relationship, beginning one business day after your account is opened. If sweep deposits in advisory and brokerage Securities Accounts bear different interest rates, the advisory rate will apply to sweep deposits in newly established advisory Securities Accounts starting one business day after we approve their enrollment in an advisory program. In the interim, those accounts will accrue interest at the brokerage rate.

V. Viewing Information About the Deposit Accounts
Your Securities Account statement will show your activities in the Deposit Accounts, including initial deposits, opening and closing balances, deposits and withdrawals, and interest earned during the applicable statement period. You may also access account and balance information at any time through UBS Online Services. To enroll, please contact your Financial Advisor. UBS Online Services is provided at no additional cost for all Securities Accounts.

VI. Changes to the Bank Sweep Program
UBS may modify or terminate the Bank Sweep Program, or any of its options, at any time in its sole discretion. Modifications may include, but are not limited to, changes to the terms and conditions or the addition or removal of Program Banks. We may also enroll your Securities Account and move your balances in a different sweep option if your current option is terminated, your account becomes ineligible for it, or we determine that it was assigned incorrectly. Except to correct discrepancies, in circumstances beyond our control, or as otherwise provided in "*Section III. Operation of the Bank Sweep Program—Changes to the Priority Lists*," we will notify you in advance of any material changes. Changes to the Bank Sweep Program will be effective as described in the notice.

VII. Notices
All notices to you regarding the Bank Sweep Program may be provided by letter, through an entry on your Securities Account statement, or by any other method permitted under the General Terms and Conditions.

VIII. Your Relationship with UBS and the Program Banks
Under the Bank Sweep Program, UBS or UBS Bank acting as sub-custodian for UBS in the UBS-ISP acts as your agent in establishing Deposit Accounts at the Program Banks and in depositing and withdrawing funds to and from those accounts. As a UBS client, you will not have a direct depository relationship with any of the Program Banks. Information about your Deposit Account may be obtained from UBS and not the Program Banks. The Program Banks have no obligation to accept instructions from you with respect to the Deposit Accounts or provide you with information concerning the Deposit Accounts. Your ownership of the deposited funds will be evidenced by a book entry on UBS's records, maintained in its capacity as your custodian. No passbook, certificate, or other evidence of ownership will be issued to you. As discussed above, your Securities Account statements will reflect the balances in your Deposit Accounts at each Program Bank. You should retain these statements for your records.

The Deposit Accounts at the Program Banks are obligations solely of the respective Program Banks and are not guaranteed, directly or indirectly, by UBS, UBS Bank, or any of their affiliates—except for Deposits Accounts held at UBS Bank, which are obligations of UBS Bank. UBS does not guarantee in any way the financial condition of the Program Banks.

UBS may, in its sole discretion and without notice, terminate your participation in the Bank Sweep Program at any time. Similarly, you may terminate your participation at any time by contacting your Financial Advisor. In either case, you may establish a direct depository relationship with a Program Bank, subject to the bank's requirements for opening and maintaining deposit accounts, 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, and UBS will have no further responsibility with respect to your funds in the Deposit Account at the Program Bank. If you are a Plan Participant, you may not establish a direct depository relationship with a Program Bank unless permitted by the documents governing the Plan.

IX. Benefits to UBS and UBS Bank; Financial Advisor Compensation
UBS
UBS Bank pays UBS fees of up to $100 per year for each UBS account participating in the UBS Deposit Sweep Program. The Third-Party Program Banks in the UBS-FIDP pay UBS a fee based on a percentage of the average daily balances in their respective Deposit Accounts. The amount of the fee received from a Third-Party Program Bank may exceed the amount paid to clients as interest on their Deposit Account balances at the bank. UBS reserves the right to increase, decrease, or waive all or part of the fees at any time.

Other than applicable fees and charges imposed by UBS on your Securities Account as described in the "F*ees and Charges*" section of the *Agreements and Disclosures* booklet (e.g., fees for returned checks or stop payments), there is no charge, fee, or commission applied to your Securities Account in connection with the Bank Sweep Program.

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

UBS Bank
Deposits at UBS Bank provide a stable source of funding that UBS Bank uses to support its lending and investment activities. UBS Bank seeks to earn a profit by achieving a positive "spread," i.e., the difference between (i) the interest it pays on deposits, plus the costs associated with its deposits and (ii) the interest it earns on loans and the return on investments made with deposits not used for lending. As with other depository institutions, UBS Bank's profitability is determined largely by this spread. The bank improves its profitability when it lowers the interest rates paid on its deposits, including those in the Deposit Accounts. UBS Bank has no obligation to pay interest based on its profitability or the income earned on its loans, investments, or other assets.

The UBS-ISP provides additional benefits to UBS Bank. The Third-Party Program Banks pay UBS Bank, in its capacity as sub-custodian for UBS in the UBS-ISP, a fee based on a percentage of the average daily balances in their respective Deposit Accounts. Moreover, UBS Bank's role as sub-custodian enables UBS Bank to receive deposits equal in amount to the deposits that UBS clients place with Third-Party Program Banks through the UBS-ISP on any given day. This "reciprocal" arrangement provides certain regulatory benefits to UBS Bank that may reduce the cost of deposits and increase its overall profitability.

Financial Advisors
Your Financial Advisor does not receive a portion of the revenue sharing payments or the fees received from the Program Banks for the Deposit Accounts.

Financial Advisors receive a monthly production credit of 5 basis points on all eligible average daily cash balances in sweep programs and money market funds and 10 basis points on all eligible average daily cash balances in UBS Bank USA Core Savings. The production credits are eligible for the Incentive Rate and a Production Payout rate treatment. Only balances in brokerage accounts will be aggregated towards determining the cash balance. Advisory accounts are ineligible.

X. FDIC Insurance
Funds on deposit at each Program 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 Program Bank. Examples of insurable capacities include individual, joint, retirement, business, and trust accounts.

FDIC insurance protects funds that have been deposited at the Program Banks, provided that the requirements for deposit insurance have been met. Any deposits (including certificates of deposit) that you maintain directly with 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 that Program Bank for purposes of calculating the maximum insurance amount. **You are responsible for monitoring the total amount of deposits that you have with each Program Bank in order to determine the extent of deposit insurance coverage available to you. UBS is not 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 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 a Program Bank after another depositor dies as a result of a survivorship feature of the Securities 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 Program Bank are assumed by another depository institution as a result of a merger or acquisition, 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 account opened at the acquirer after the acquisition will be aggregated with deposits established with the acquirer for purposes of federal deposit insurance.

For Plans and Plan Participants, deposit insurance coverage is based on each participant's non-contingent interest in the Plan. In addition, for the 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.

FDIC deposit insurance only covers the failure of an insured bank. UBS Financial Services Inc. is not an FDIC-insured bank.

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
- Online: www.fdic.gov/deposit/index.

XI. SIPC Protection
UBS is a member of SIPC, which provides protection for your Securities Accounts at 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.

Funds on deposit in the Deposits Accounts at the Program Banks are not protected by SIPC.

XII. Alternatives to the Bank Sweep Program
If you choose not to participate in the Bank Sweep Program, you may opt out by contacting your Financial Advisor. This means Free Cash Balances will remain in your Securities Account without earning interest and without the benefit of FDIC insurance coverage.

Please note that UBS offers a number of investment products that you may consider as alternatives to maintaining cash deposits at the Program Banks. Consider your investment objectives, liquidity needs, and risk tolerance when you review these alternatives. Some of these alternatives may pay interest or dividend that is higher than the rate you receive on the Deposit Accounts, while others may not. Investment alternatives, such as money market funds, are not deposits, are not FDIC-insured, are not guaranteed by a bank, and may lose value.

Securities Accounts that are not eligible for the Bank Sweep Program may have available cash balances automatically swept to a Sweep Fund, if eligible. "Sweep Funds" refer to one or more money market mutual funds UBS may make available as a sweep option. Sweep Funds are described in the respective prospectus for each fund. Please refer to the section "*Our Sweep Options and Your Sweep Authorization*" in the *Client Relationship Agreement* at www.ubs.com/us/en/wealth-management/about-us/disclosure-documents.

UBS Insured Sweep Program Priroity List

The Bank Priority Lists for eligible Retail, Retirement and Business Accounts in the UBS Insured Sweep Program are shown below for your reference. Your Bank Priority List is determined by the address of record on your account. Simply identify the Bank Priority List for your state.

Retail Accounts

CT, NY	DC, DE, MA, MD, ME, NH, NJ, RI, VA, VT	FL, GA	AL, LA, MS, NC, SC, TX, WV
UBS Bank USA, N.A.	UBS Bank USA, N.A.	UBS Bank USA, N.A.	UBS Bank USA, N.A.
American Express National Bank	Citibank, National Association	American Express National Bank	American Express National Bank
HSBC Bank USA	HSBC Bank USA	HSBC Bank USA	Citibank, National Association
Citibank, National Association	Truist Bank	Citibank, National Association	HSBC Bank USA
Truist Bank	Barclays Bank Delaware	The Bank of New York Mellon	The Huntington National Bank
Barclays Bank Delaware	Pinnacle Bank	Truist Bank	Truist Bank
The Huntington National Bank	The Bank of New York Mellon	Barclays Bank Delaware	Barclays Bank Delaware
The Bank of New York Mellon	CIBC Bank USA	The Huntington National Bank	The Bank of New York Mellon
Associated Bank, National Association	The Huntington National Bank	Associated Bank, National Association	Associated Bank, National Association
CIBC Bank USA	American Express National Bank	CIBC Bank USA	Valley National Bank
Valley National Bank	Associated Bank, National Association	Valley National Bank	CIBC Bank USA
Pinnacle Bank	Valley National Bank	Pinnacle Bank	Pinnacle Bank
TriState Capital Bank	TriState Capital Bank	TriState Capital Bank	TriState Capital Bank
EagleBank	EagleBank	EagleBank	EagleBank

AR, IA, IL, IN, KS, KY, MI, MN, MO, NE, OH, PA, TN, WI	AZ, CO, ID, ND, MT, NM, NV, OK, OR, SD, UT, WA, WY	CA	AK, HI, PR, VI, Other
UBS Bank USA, N.A.	UBS Bank USA, N.A.	UBS Bank USA, N.A.	UBS Bank USA, N.A.
Citibank, National Association	Citibank, National Association	Citibank, National Association	Citibank, National Association
American Express National Bank	HSBC Bank USA	HSBC Bank USA	HSBC Bank USA
HSBC Bank USA	The Bank of New York Mellon	The Bank of New York Mellon	Barclays Bank Delaware
The Bank of New York Mellon	Truist Bank	Truist Bank	The Bank of New York Mellon
The Huntington National Bank	Barclays Bank Delaware	Barclays Bank Delaware	Truist Bank
Truist Bank	CIBC Bank USA	American Express National Bank	American Express National Bank
CIBC Bank USA	American Express National Bank	The Huntington National Bank	The Huntington National Bank
Barclays Bank Delaware	Associated Bank, National Association	Associated Bank, National Association	CIBC Bank USA
Associated Bank, National Association	The Huntington National Bank	CIBC Bank USA	Associated Bank, National Association
Valley National Bank	Valley National Bank	Valley National Bank	Valley National Bank
Pinnacle Bank	Pinnacle Bank	Pinnacle Bank	Pinnacle Bank
TriState Capital Bank	TriState Capital Bank	TriState Capital Bank	TriState Capital Bank
EagleBank	EagleBank	EagleBank	EagleBank

Retirement Accounts

CT, NY	DC, DE, MA, MD, ME, NH, NJ, RI, VA, VT	FL, GA	AL, LA, MS, NC, SC, TX, WV
UBS Bank USA, N.A.	UBS Bank USA, N.A.	UBS Bank USA, N.A.	UBS Bank USA, N.A.
The Huntington National Bank	HSBC Bank USA	Citibank, National Association	Citibank, National Association
Citibank, National Association	American Express National Bank	Barclays Bank Delaware	HSBC Bank USA
American Express National Bank	Truist Bank	HSBC Bank USA	Associated Bank, National Association
HSBC Bank USA	Citibank, National Association	Truist Bank	Valley National Bank
The Bank of New York Mellon	Valley National Bank	The Bank of New York Mellon	Barclays Bank Delaware
Associated Bank, National Association	Associated Bank, National Association	CIBC Bank USA	Truist Bank
Barclays Bank Delaware	Barclays Bank Delaware	American Express National Bank	The Bank of New York Mellon
Truist Bank	The Bank of New York Mellon	Associated Bank, National Association	TriState Capital Bank
CIBC Bank USA	CIBC Bank USA	Valley National Bank	CIBC Bank USA
Valley National Bank	The Huntington National Bank	The Huntington National Bank	American Express National Bank
Pinnacle Bank	Pinnacle Bank	Pinnacle Bank	The Huntington National Bank
TriState Capital Bank	TriState Capital Bank	TriState Capital Bank	Pinnacle Bank
EagleBank	EagleBank	EagleBank	EagleBank

AR, IA, IL, IN, KS, KY, MI, MN, MO, NE, OH, PA, TN, WI	AZ, CO, ID, MT, ND, NM, NV, OK, OR, SD, UT, WA, WY	CA	AK, HI, PR, VI, Other
UBS Bank USA, N.A.	UBS Bank USA, N.A.	UBS Bank USA, N.A.	UBS Bank USA, N.A.
American Express National Bank	HSBC Bank USA	HSBC Bank USA	Citibank, National Association
Citibank, National Association	Citibank, National Association	Citibank, National Association	The Bank of New York Mellon
The Bank of New York Mellon	The Bank of New York Mellon	The Bank of New York Mellon	HSBC Bank USA
HSBC Bank USA	Truist Bank	Barclays Bank Delaware	Truist Bank
Associated Bank, National Association	Associated Bank, National Association	Valley National Bank	Associated Bank, National Association
Barclays Bank Delaware	Barclays Bank Delaware	Associated Bank, National Association	Barclays Bank Delaware
Truist Bank	Pinnacle Bank	Truist Bank	American Express National Bank
CIBC Bank USA	American Express National Bank	Pinnacle Bank	CIBC Bank USA
Valley National Bank	CIBC Bank USA	American Express National Bank	Valley National Bank
The Huntington National Bank	Valley National Bank	CIBC Bank USA	The Huntington National Bank
Pinnacle Bank	The Huntington National Bank	The Huntington National Bank	Pinnacle Bank
TriState Capital Bank	TriState Capital Bank	TriState Capital Bank	TriState Capital Bank
EagleBank	EagleBank	EagleBank	EagleBank

Business Accounts

CT, NY	DC, DE, MA, MD, ME, NH, NJ, RI, VA, VT	FL, GA	AL, LA, MS, NC, SC, TX, WV
UBS Bank USA, N.A.	UBS Bank USA, N.A.	UBS Bank USA, N.A.	UBS Bank USA, N.A.
Citibank, National Association	Citibank, National Association	Citibank, National Association	Citibank, National Association
Truist Bank	Truist Bank	Barclays Bank Delaware	Truist Bank
The Bank of New York Mellon	The Bank of New York Mellon	The Bank of New York Mellon	The Bank of New York Mellon
Valley National Bank	The Huntington National Bank	Truist Bank	The Huntington National Bank
Pinnacle Bank	Barclays Bank Delaware	The Huntington National Bank	Barclays Bank Delaware
Barclays Bank Delaware	CIBC Bank USA	CIBC Bank USA	CIBC Bank USA
The Huntington National Bank	Associated Bank, National Association	Associated Bank, National Association	Pinnacle Bank
Associated Bank, National Association	Valley National Bank	Pinnacle Bank	Associated Bank, National Association
CIBC Bank USA	Pinnacle Bank	Valley National Bank	Valley National Bank
TriState Capital Bank	TriState Capital Bank	TriState Capital Bank	TriState Capital Bank
EagleBank	EagleBank	EagleBank	EagleBank
HSBC Bank USA	HSBC Bank USA	HSBC Bank USA	HSBC Bank USA

AR, IA, IL, IN, KS, KY, MI, MN, MO, NE, OH, PA, TN, WI	AZ, CO, ID, MT, ND, NM, NV, OK, OR, SD, UT, WA, WY	CA	AK, HI, PR, VI, Other
UBS Bank USA, N.A.	UBS Bank USA, N.A.	UBS Bank USA, N.A.	UBS Bank USA, N.A.
Citibank, National Association	Truist Bank	Truist Bank	Citibank, National Association
Truist Bank	Citibank, National Association	Citibank, National Association	Truist Bank
The Bank of New York Mellon	The Bank of New York Mellon	The Bank of New York Mellon	The Bank of New York Mellon
The Huntington National Bank	Barclays Bank Delaware	Barclays Bank Delaware	Barclays Bank Delaware
Barclays Bank Delaware	CIBC Bank USA	The Huntington National Bank	CIBC Bank USA
CIBC Bank USA	Associated Bank, National Association	Associated Bank, National Association	The Huntington National Bank
Associated Bank, National Association	The Huntington National Bank	CIBC Bank USA	Associated Bank, National Association
Valley National Bank	Valley National Bank	Valley National Bank	Valley National Bank
Pinnacle Bank	TriState Capital Bank	Pinnacle Bank	Pinnacle Bank
TriState Capital Bank	Pinnacle Bank	TriState Capital Bank	TriState Capital Bank
EagleBank	EagleBank	EagleBank	EagleBank
HSBC Bank USA	HSBC Bank USA	HSBC Bank USA	HSBC Bank USA

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UBS FDIC-Insured Deposit Program Priority List

The Bank Priority Lists for Retail Trust Accounts in the UBS FDIC-Insured Deposit Program are shown below for your reference. 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.

CA (3 Digit Zip Code 000-912)	**CA (3 Digit Zip Code 913-925)**	**CA (3 Digit Zip Code 926-940)**	**CA (3 Digit Zip Code 941-999)**
UBS Bank USA, N.A.	UBS Bank USA, N.A.	UBS Bank USA, N.A.	UBS Bank USA, N.A.
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	Customers Bank
Customers Bank	Customers Bank	Customers Bank	Citibank, National Association
East West Bank	Truist Bank	East West Bank	East West Bank
TriState Capital Bank	TriState Capital Bank	TriState Capital Bank	TriState Capital Bank
UMB Bank, National Association	UMB Bank, National Association	UMB Bank, National Association	UMB Bank, National Association
Citibank, National Association	Citibank, National Association	Truist Bank	HSBC Bank USA, National Association
Centennial Bank	Centennial Bank	Centennial Bank	Centennial Bank

FL	**NY**	**TX**	**DE, ME, NH, PA, RI, VT, WA**
UBS Bank USA, N.A.	UBS Bank USA, N.A.	UBS Bank USA, N.A.	UBS Bank USA, N.A.
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	UMB Bank, National Association
Customers Bank	HSBC Bank USA, National Association	Citibank, National Association	HSBC Bank USA, National Association
Citibank, National Association	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
UMB Bank, National Association	UMB Bank, National Association	UMB 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

CO, IA, IN, KS, MO, NE, NM, OK, WI	DC, GA, HI, MA, MD, MI, MT, TN, UT, WY	AK, AL, ID, IL, KY, ND, NJ, OH, SC, SD, VA	AR, AZ, CT, LA, MN, MS, NC, NV, OR, PR, WV, All Other
UBS Bank USA ,N.A.	UBS Bank USA, N.A.	UBS Bank USA, N.A.	UBS Bank USA, N.A.
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	UMB Bank, National Association	State Street Bank and Trust Company
Wells Fargo Bank, National Association	Truist Bank	Customers Bank	Wells Fargo Bank, National Association
HSBC Bank USA, National Association	Customers Bank	Citibank, National Association	HSBC Bank USA, National Association
Customers Bank	Wells Fargo Bank, National Association	HSBC Bank USA, National Association	Customers Bank
East West Bank	Citibank, National Association	East West Bank	Truist Bank
TriState Capital Bank	UMB Bank, National Association	TriState Capital Bank	Citibank, National Association
UMB Bank, National Association	East West Bank	Wells Fargo Bank, National Association	UMB Bank, National Association
Centennial Bank	Centennial Bank	Centennial Bank	Centennial Bank

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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, N.A.) 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, N.A.), 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, N.A.

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:

$$\text{Average Net Loan (Debit) Balance} \times \text{Average Loan Interest Rate} \times \frac{\text{Loan (Debit) Days in Interest Period}}{360}$$

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 17, 2026, the UBS Base Loan Rate is 9.750%.

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, 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, N.A. "UBS Bank" Because of this relationship, a referral to UBS Bank may provide UBS Financial Services Inc. a financial or other benefit. UBS Bank 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.

Please refer to the estimated charge or range of charges by UBS Bank. 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. 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 information about purchasing digital assets ("Digital Assets"), including securities which have the main objective of providing exposure to cryptocurrency ("Crypto Asset Securities"). **If you hold Crypto Asset Securities, we will not accommodate in-kind distributions of cryptocurrency.** If the sponsor of a security with exposure to cryptocurrency issues an in-kind distribution or if you wish to voluntarily elect to receive an in-kind distribution of cryptocurrency, you will need to transfer the security out of UBS in order to receive the cryptocurrency. In the event that the sponsor is requiring, or you are electing, an in-kind distribution, the underlying cryptocurrency 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 cryptocurrency 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 cryptocurrencies, have a limited history as compared to other asset classes. Even within the cryptocurrency market, new cryptocurrencies, exchanges, digital asset service providers, and networks arise on a regular basis and existing cryptocurrencies, exchanges, digital asset service providers, and networks disappear. At this time, it is unclear which cryptocurrencies, networks, digital asset service providers, and exchanges will be accepted by the market and for how long they will be accepted. Prospective investors should consult tax advisors concerning the tax consequences of investment in Digital Assets, directly or indirectly through a fund or product, under U.S. federal income tax law, as well as the tax law of any relevant state, local or other jurisdiction.

Transactions in Digital Assets are subject to extreme volatility and carry a high degree of risk. Additionally, some products with crypto underlying have less liquidity. You should not authorize transactions in financial instruments with exposure to Digital Assets 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. Cryptocurrencies 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 cryptocurrencies, 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 cryptocurrency 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, cryptocurrency transactions are more susceptible to market manipulation. Larger market players or 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 influencers can easily exacerbate volatility.

Most cryptocurrencies 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 cryptocurrencies 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 cryptocurrency, which may result in total loss of value of such cryptocurrency should the market for that cryptocurrency disappear. Because the supply of cryptocurrencies is infinite, there is always a risk that popular cryptocurrencies will be replaced in popularity by other cryptocurrencies.

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. Advances in quantum computing may, in the future, compromise the cryptographic protocols that secure digital assets, potentially rendering current encryption methods obsolete and exposing digital asset holdings to theft, loss, or unauthorized access.

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 cryptocurrencies, this could lead to decreased valuation of cryptocurrencies in general. As regulators in the United States and abroad increase regulations, there are unknown and unknowable risks associated with investing in cryptocurrencies. Due to the anonymity Digital Assets offer, they have been used in illegal activity, sanction evasion and other forms of illegal commerce. Abuses could impact legitimate consumers.

Due to the decentralized nature of Virtual 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.

UBS

Rev. July 2026

FACTS	WHAT DOES UBS Global Wealth Management US (UBS GWM US) 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. For example, certain products or services may share less data than others, but in no case will we share more than what is stated in the table below. This information can include: • Social Security number and contact information • Account balances, assets, and transaction and payment history • Credit history, income and credit scores
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 US 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?
For our everyday business purposes—such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes—internally and/or to service providers to offer our products and services to you and target our advertising	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes—information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes—information about your creditworthiness	Yes	Yes
For our affiliates to market to you	Yes	Yes
For nonaffiliates to market to you	No	We don't share

To limit our sharing	• To opt out, call 877-697-9499—our menu will prompt you to opt out all accounts from firm mailings and data sharing as permitted by this notice. **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?	For questions, please call 201-352-1696.

2026-2288500

What we do	
How does UBS GWM US protect my personal information?	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.
How does UBS GWM US collect my personal information?	We collect your personal information, for example, when you: • Open an account, apply for a loan or use your credit or debit card • Give us your income information or provide account information • Give us your contact information We also collect your personal information from others, such as credit bureaus, affiliates or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only: • Sharing for affiliates' everyday business purposes—information about your creditworthiness • Affiliates from using your information to market to you • Sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.
What happens when I limit the sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account—unless you tell us otherwise.

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. • *Our affiliates generally include companies with a UBS name and partnerships and other investment vehicles such as those listed in the UBS GWM US legal entities section below.*
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. • *UBS GWM US does not share with nonaffiliates so they can market to you.*
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. • *Our joint marketing partners include categories of companies such as insurance companies.*

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; e-mail: 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, N.A., UBS Credit Corp., and their collective insurance agency affiliates and subsidiaries, and funds (including both registered and unregistered) advised by UBS Asset Management (Americas) LLC, and distributed through UBS Financial Services Inc.[1]

[1] Includes partnerships and funds utilizing the A&Q name, and partnerships and funds utilizing the Nineteen77 name.

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Please note: All references to the Resource Management Account also apply to the Business Services Account BSA.

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