



UBS Bank USA Core Savings Disclosure Statement

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I. Summary

- Through UBS Bank USA Core Savings, UBS Financial Services Inc. and UBS Financial Services Incorporated of Puerto Rico (collectively "UBS," "we" or "us") make available to its eligible customers a US-dollar denominated deposit account ("Savings Account") at UBS Bank USA ("Bank USA"), a Federal Deposit Insurance Corporation (FDIC) member bank that is affiliated with UBS.
- Funds on deposit at Bank USA are eligible for deposit insurance from the FDIC up to \$250,000 (including principal and accrued interest) for each insurable capacity in which you hold your Securities Account (e.g., individual, joint, IRA), provided that the requirements for deposit insurance have been met. Please refer to the section titled "FDIC Insurance" for more information. **You are responsible for monitoring the total amount of deposits that you have with UBS Bank USA to determine the extent of FDIC deposit insurance coverage available to you. FDIC deposit insurance only covers the failure of an insured bank. Neither UBS Financial Services Inc. nor UBS Financial Services Incorporated of Puerto Rico is an FDIC-insured bank.**
- Each Savings Account is a deposit account at Bank USA. UBS Bank USA Core Savings is not intended for clients who need to have frequent access to their funds in the Savings Account. If you make more than ten (10) withdrawals from a Non-Advisory Savings Account in any calendar month, we will charge you a fee of \$25 per transaction over the monthly limit. If you make more than ten (10) withdrawals from a Savings Account in any calendar month, at the eleventh withdrawal made from Portfolio Management Program (PMP), Strategic Advisor (SA) and Institutional Consulting (IC) advisory accounts, the entire UBS Bank USA Core Savings position will be liquidated in full (principal plus accrued interest). **Deposits at UBS Bank USA (excluding certificates of deposit) are not securities and are not protected by the Securities Investor Protection Corporation.**

UBS Bank USA Core Savings is available to eligible clients who have a securities account ("Securities Account") with UBS. UBS will act as your agent and custodian in establishing and maintaining the Savings Account.

Although the Savings Account is an obligation of Bank USA and not UBS, you will not have a direct relationship with Bank USA. All deposits to and withdrawals from the Savings Account will be made by UBS on your behalf. Information about your Savings Account may be obtained from UBS, not Bank USA.

You may establish a Savings Account only by contacting your Financial Advisor. Please refer to the section "Deposit and Withdrawal Procedures" for more information.

The Savings Account is not certificated and is non-negotiable, and may not be transferred from us to another broker or financial intermediary. Please review section "Non-transferability of Deposits" for more information.

Eligibility is based on the type of client rather the type of Securities Account. Refer to the section "Eligibility" for more details.

For purposes of determining the FDIC insurance coverage of your deposits, any deposits (including certificates of deposit issued by Bank USA and funds on deposit at Bank USA and other participating banks through the UBS Deposit Account Sweep Program, the UBS Business Account Sweep Program, the UBS Insured Sweep Program, and the UBS FDIC-Insured Deposit Program (collectively, "Bank Sweep Program")) that you maintain in the same insurable capacity including through an intermediary, such as UBS or another broker, will be aggregated with all funds on deposit at Bank USA through UBS Bank USA Core Savings. If you have more than one Securities Account in the same insurable capacity with aggregate balances in excess of \$250,000, you may not be fully insured.

The extent of, and limitations on, federal deposit insurance are discussed in the section titled "FDIC Insurance," which you should review carefully.

Neither Bank USA nor its affiliates monitor the amount of your deposited funds to determine whether those amounts exceed the FDIC insurance limits applicable to your deposits at Bank USA.

You may deposit funds in excess of the maximum amount covered by FDIC insurance. However, in doing so, you acknowledge that your funds in excess of the applicable FDIC insurance limit are not insured and are subject to the risk based on the financial condition of Bank USA. You are responsible for reviewing the financial condition of Bank USA to determine if UBS Bank USA Core Savings is appropriate for you. Refer to the section "Your Relationship with Bank USA" for more information.

You and UBS agree that each Savings Account will be a "financial asset" for purposes of Article 8 of the Uniform Commercial Code as adopted by the State of New York.

II. Eligibility

UBS Bank USA Core Savings is only available for certain ownership types. We may require you to fund your Savings Account with money that was not previously maintained by you in a Securities Account. In addition, there may be a minimum amount required to first establish a Savings Account. The minimums can be changed from time to time in the sole discretion of UBS.

UBS Bank USA Core Savings is available to:

- Individuals
- IRAs
- Sole proprietorships
- US Governmental entities
- Employee benefit plans qualified under Section 401(a) of the Internal Revenue Code of 1986, as amended (the "Code"), or under any other employee retirement or welfare plan subject to the Employee Retirement Income Security Act of 1974, as amended (each a "Plan") (excluding Plans with a pooled plan structure)
- Individual participants in a Plan who have opened a Securities Account (each a "Plan Participant")
- Revocable and Irrevocable Trusts
- Business entities, such as corporations, partnerships, limited liability companies, associations and business trusts
- Portfolio Management Program (PMP), Strategic Advisory (SA) and Institutional Consulting (IC) advisory accounts.

Financial institutions are not eligible for UBS Bank USA Core Savings and include the following entities and any others that we may add from time to time: insurance companies, broker-dealers, investment companies, banks, savings associations, credit unions and trust companies.

Most managed (investment advisory) accounts, investment clubs and non-US residents are not eligible for UBS Bank USA Core Savings, excluding PMP, SA and IC advisory accounts. Please contact your Financial Advisor should you have any questions. Note that UBS, at its discretion, will consider a client to be ineligible if UBS becomes aware that the client is prohibited as a matter of law from holding funds at Bank USA.

For Canadian residents only: Please note that UBS Bank USA Core Savings is not protected or covered by the Canada Deposit Insurance Corporation.

III. Margin

UBS Bank USA Core Savings may not be purchased on margin and does not count toward your margin equity. However, balances may be withdrawn from your Savings Account to meet margin calls.

IV. Interest rates

Interest rates paid on UBS Bank USA Core Savings are determined by Bank USA, in its discretion based upon a variety of factors, including economic and business conditions and may change as frequently as daily. Information regarding current interest rates is available on ubs.com/coresavings or by calling your Financial Advisor.

For clients other than Plans and Plan Participants, interest rates are tiered based on total eligible deposits in a "Marketing Relationship" as defined in the "General Terms and Conditions" of the Agreements and Disclosures booklet ("General Terms and Conditions") you received after you opened your Securities Account (which is available at ubs.com/accountdisclosures).

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 Bank USA, UBS Bank USA Core Savings deposits, and all deposits at Bank USA and other participating 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.

The tiered interest rate is determined on the first business day of 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 next business day following the Valuation Date ("Tier Effective Date").

In general, clients with higher total eligible deposits in a Marketing Relationship or Plan Relationship, as applicable, will receive higher interest rates than clients with lower total eligible deposits in a Marketing Relationship or Plan Relationship.

You will start accruing interest on the day your funds are credited in UBS Core Savings. If your deposit is submitted before 12 p.m. ET on a business day, your funds will be credited on the same day. If your deposit is submitted after 12 p.m. ET on a business day or on a non-business day, your funds will be credited on the next business day. A business day is Monday to Friday, excluding New York Stock Exchange and federal holidays. Interest on the Savings Account balances will be accrued daily, rounded up or down each day to the nearest \$0.01. **As a result, balances that earn daily total interest of less than half a cent will not accrue any interest.** Each interest period will be from the first through 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. Please note that due to year-end processes, in addition to the regular crediting of interest in January of each year, interest will also be credited on the first business day of January (as of the last business day in December).

Interest rates may equal, exceed or be lower than the yield on money market mutual funds or other available investments. You should compare the terms, interest rates, required minimum amounts, charges and other features of the Savings Account with other deposit accounts and alternative investments.

The interest rate tiers determined by eligible deposits in a Marketing Relationship or Plan Relationship, as applicable, are:

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

Interest rates and the interest rate tiers may change at any time without notice. A special or promotional interest rate may be available from time to time at our discretion and will be subject to certain terms, which may include depositing cash from external accounts. Information regarding current interest rates and interest rate tiers is available online at ubs.com/coresavings, through UBS Online Services or by calling your Financial Advisor.

If you establish a new Security Account(s), your Savings Account(s) will earn the interest rate assigned to the \$500,000 to \$1,999,999 interest rate 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, your new Savings 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.

V. Deposit and withdrawal procedures

You may instruct your Financial Advisor to have UBS, as your agent and custodian, transfer funds from your Securities Account into your Savings Account to participate in UBS Bank USA Core Savings. You may also transfer funds from your Securities Account through UBS Online Services, the UBS Mobile App or the UBS iPad App. These services may not be available for certain advisory accounts. UBS may make available other means to transfer funds from external (non-UBS) accounts to your Savings Account. Please discuss possible options with your Financial Advisor.

You may instruct your Financial Advisor to have UBS, as your agent and custodian, withdraw funds from your Savings Account and deposit such funds into your Securities Account. Withdrawals from your Savings Account can be made by contacting your Financial Advisor or through UBS Online Services, the UBS Mobile App or the UBS iPad App (UBS Online Services, the UBS Mobile App or the UBS iPad App may not be available for certain advisory accounts). For example, you may not use cash management features of your brokerage account, such as check writing, ACH debits, Fed fund wires, UBS Visa debit card, or the Electronic Funds Transfer and Bill Pay service to withdraw funds directly from UBS Core Savings. Savings deposits are not part of the Withdrawal Limit for your brokerage account.

Funds you withdraw from UBS Core Savings will be credited to your UBS account the same day if you submit your withdrawal request before 12:00 p.m. ET on a business day. If your withdrawal request is submitted after 12:00 p.m. ET on a business day or on a non-business day, your funds will be credited to your UBS account the next business day. If we are unable to process the request on such business day, it will be processed on the next business day. No other withdrawals from your Savings Account will be permitted, including any instructions to wire or otherwise transfer funds from your Savings Account to any account other than your Securities Account. If there are insufficient funds in your Savings Account to cover your withdrawal request, UBS will reject the withdrawal request.

For accounts excluding PMP, SA and IC advisory accounts, if you make more than ten (10) withdrawals from a Savings Account in any calendar month, we will charge you a fee of \$25 for each subsequent withdrawal.

For PMP, SA and IC advisory accounts, if you make more than ten (10) withdrawals from a Savings Account in any calendar month, at the eleventh withdrawal, your entire UBS Bank USA Core Savings position will be liquidated in full (principal plus accrued interest).

Please review carefully the section titled "Fees and compensation." Transfers between your Securities Account and your Savings Account can only be made on business days.

As required by federal banking regulations, Bank USA reserves the right to require seven (7) days prior written notice before permitting a withdrawal or transfer of funds from the Savings Account. Bank USA has indicated that it has no intention of exercising this right at the present time.

If you were required to fund your Savings Account with cash from external (non-UBS) accounts in order to receive a special or promotional rate, you may not be able to withdraw a partial amount on the expiration date of the promotional interest rate period. You are permitted, however, to withdraw the entire balance that is receiving the special or promotional interest rate on the expiration date.

VI. Non-transferability of deposits

You cannot transfer your Savings Account to another broker if you close your Securities Account. Instead, if you close your Securities Account, you must first direct your Financial Advisor to withdraw all funds from your Savings Account by transferring such funds to your Securities Account, and then close your Securities Account in accordance with the terms of your Securities Account.

VII. Changes to UBS Bank USA Core Savings

UBS may modify or terminate UBS Bank USA Core Savings at any time at its sole discretion. Modifications to UBS Bank USA Core Savings may include, but are not limited to, changing the terms and conditions. Changes to UBS Bank USA Core Savings will be effective as described in the notification you receive. We will notify you in advance of any material changes to UBS Bank USA Core Savings if you are participating in it. If we eliminate UBS Bank USA Core Savings or you become ineligible, we may upon notice to you withdraw your funds from your Savings Account and transfer your funds to your Securities Account.

VIII. Notices

Notices to you regarding UBS Bank USA Core Savings may be by means of a letter, an entry on your periodic Securities Account statement, an entry on a trade confirmation or by any means set forth in the General Terms and Conditions. Under certain circumstances, we may only provide oral notice.

IX. Fees

UBS Bank USA Core Savings is not intended for clients who need to have frequent access to the funds in their Savings Account.

Accounts excluding PMP, SA and IC advisory accounts. We will charge you a fee of \$25 for each withdrawal that you make from a Savings Account in excess of ten (10) withdrawals in a calendar month. For these purposes, a withdrawal will be considered to occur on the day on which the funds are actually withdrawn from the Savings Account, which may not be the same day on which you place an order for the withdrawal with your Financial Advisor. These fees will be posted to your Account the business day following the excess withdrawal, and may reduce your earnings on your Account if you incur them. You may incur a withdrawal fee even if the withdrawal is involuntary, such as if a withdrawal is made by UBS to meet a margin call. UBS may waive the fee for certain Securities Accounts at its sole discretion.

PMP, SA and IC advisory accounts

If you make more than ten (10) withdrawals from a Savings Account in any calendar month, at the eleventh withdrawal, your entire UBS Bank USA Core Savings position will be liquidated in full (principal plus accrued interest). Your position will not automatically be deposited back into UBS Bank USA Core Savings the following month and you will need to deposit any funds back into UBS Bank USA Core Savings.

For these purposes, a withdrawal will be considered to occur on the day on which the funds are actually withdrawn from the Savings Account, which may not be the same day on which you place an order for the withdrawal with your Financial Advisor.

Your entire position may be liquidated even if the withdrawal is involuntary such as if a withdrawal is made by UBS to meet a margin call.

X. Your relationship with Bank USA

With UBS Bank USA Core Savings, UBS acts as your agent and custodian in establishing the Savings Account at Bank USA and depositing funds into Bank USA and withdrawing funds from Bank USA. As a client of UBS, you will not have a direct account relationship with Bank USA. Your ownership of the deposited funds will be evidenced by a book entry in the name of UBS as agent and custodian for its clients on the account records of Bank USA and by the records UBS maintains as your custodian. No passbook, certificate or other evidence of ownership will be issued to you. Your periodic Securities Account statements will reflect the balances in your Savings Account.

Each Savings Account at Bank USA constitutes an obligation only of Bank USA, and is not guaranteed directly or indirectly by UBS or any of their other subsidiaries or affiliates. Publicly available financial information about Bank USA is available at ffiec.gov/NPW or by contacting the FDIC Public Information Center by mail at L. William Seidman Center, Virginia Square, 3501 North Fairfax Drive, Arlington, Virginia 22226 or by phone at 703-562-2200.

XI. Termination

UBS may, at its sole discretion and without notice, terminate your participation in UBS Bank USA Core Savings at any time. Similarly, you may terminate your participation in UBS Bank USA Core Savings at any time by contacting your Financial Advisor. In either case, unless you are a Plan Participant, you may establish a direct relationship with Bank USA, subject to the policies of Bank USA, as applicable, by requesting to have the Savings Account established in your name. This will result in the separation of the Savings Account from your Securities Account. If you are a Plan Participant, you may not establish a direct relationship with Bank USA by requesting to have the Savings Account established in your name unless permitted by the documents governing the Plan, and subject to the policies of Bank USA, as applicable.

XII. Viewing information about your savings account

All activity in your Savings Account at Bank USA, including the initial deposit, opening and closing balances and any interest earned for the period, will appear on your periodic Securities Account statement. With UBS Online Services (if applicable), you can view your UBS Securities Account information and monitor balances in your Savings Account online at any time. To enroll, contact your Financial Advisor. UBS Online Services is free of charge for all Securities Accounts. As outlined in the section "Your Relationship with Bank USA" you will also receive a written acknowledgement of your deposits to and withdrawals from a Savings Account.

XIII. Benefits to UBS and its affiliates; Financial Advisor compensation

UBS and Bank USA are separate but affiliated companies and wholly owned subsidiaries of UBS Group AG. UBS Bank USA Core Savings provides financial benefits to both UBS and Bank USA.

UBS

UBS receives, to the extent permitted by applicable law, a fee from Bank USA of up to \$100 annually for each Savings Account. UBS reserves the right to increase, decrease or waive all or part of this fee without advance notice to you.

UBS may receive additional fees, excluding PMP, SA and IC managed advisory accounts, if you exceed the monthly withdrawal limits.

Bank USA

Bank USA receives deposits at a price that may be lower than other alternative funding sources available to it. Bank USA uses the deposits in the Savings Accounts to fund new lending and investment activity. Bank USA will seek to make a profit by achieving a positive "spread," or difference, between (a) the sum of the amount of interest that it pays for deposits, and (b) the sum of the amount of interest that it charges for loans and the return on investments made with any deposits that it does not need to fund loans. As with other depository institutions, the profitability of Bank USA is determined largely by the difference between the interest paid and the costs associated with its deposits, and the interest or other income earned on its loans, investments and other assets. Like other depository institutions, Bank USA improves its profitability when it lowers the interest rates paid on their deposits, including the Savings Accounts. Bank USA does not have any obligation to pay interest based upon its profitability or the income earned on its loans, investments or other assets.

Financial Advisors

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 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 not eligible.

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

XIV. FDIC insurance

Deposit Insurance: General

The Savings Account (including principal and accrued interest) is insured by the FDIC, an independent agency of the US Government, up to \$250,000 for all deposits held in the same insurable capacity, provided that the requirements for deposit insurance have been met. Insurable capacities include individual accounts, IRAs, joint accounts, trusts and employee benefit plans. Savings Accounts held in certain capacities, such as trusts and employee benefit plans, may be accorded insurance on a per-beneficiary or per-participant basis.

Generally, any accounts or deposits that you may maintain with Bank USA, through UBS or through any other intermediary, in the same insurable capacity in which the Securities Account is maintained, would be aggregated with the Savings Account for purposes of the \$250,000 FDIC deposit insurance limit. In the event Bank USA fails, the Savings Account is insured, up to \$250,000, for principal and interest accrued to the date the Bank USA is closed.

Under certain circumstances, if you become the owner of deposits at Bank USA because another depositor dies, beginning six months after the death of the depositor the FDIC will aggregate those deposits for purposes of the \$250,000 FDIC deposit insurance limit with any other deposits that you own in the same insurable capacity at Bank USA. Examples of accounts that may be subject to this FDIC policy include joint accounts, "payable on death" accounts and certain trust accounts. The FDIC provides a six-month "grace period" to permit you to restructure your deposits to obtain the maximum amount of deposit insurance for which you are eligible.

You are responsible for monitoring the total amount of deposits that you hold with Bank USA, directly or through an intermediary (such as UBS), in order for you to determine the extent of deposit insurance coverage available to you on your deposits, including the Savings Account. UBS is not responsible for any insured or uninsured portion of the Savings Account or any other deposits at the Bank USA.

In the unlikely event that federal deposit insurance payments become necessary, payments of principal plus unpaid and accrued interest will be made to you. There is no specific time period during which the FDIC must make insurance payments available, and UBS is under no obligation to credit your Securities Account with funds in advance of payments received from the FDIC. Furthermore, you may be required to provide certain documentation to UBS to provide to the FDIC before insurance payments are made. For example, if you hold deposits as trustee for the benefit of trust participants, you may be required to furnish affidavits and provide indemnities regarding an insurance payment.

If your Savings Account or other deposits at Bank USA are assumed by another depository institution pursuant to a merger or consolidation, such deposits will continue to be separately insured from the 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 capacity for purposes of federal deposit insurance. Any deposit opened at the Bank after the acquisition will be aggregated with deposits established with the acquirer for purposes of the \$250,000 FDIC deposit insurance limit.

FDIC deposit insurance only covers the failure of an insured bank. Neither UBS Financial Services Inc. nor UBS Financial Services Incorporated of Puerto Rico is 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:

- By mail: Deposit Insurance Outreach, Division of Supervision and Consumer Affairs, 550 17th Street N.W., Washington, D.C. 20429
- By phone: 877-275-3342 or 800-925-4618 (TDD)
- By e-mail: via the FDIC's Online Customer Assistance Form, available at: ask.fdic.gov/FDICCustomerAssistanceForm
- Online: fdic.gov/deposit/index.html

XV. Hong Kong Resident Disclosure

In addition to the above disclosures, Bank USA advises that (1) it is registered in the state of Utah with its principal place of business in Salt Lake City, Utah and (2) is not an authorized institution within the meaning of the Hong Kong Banking Ordinance and is therefore not subject to the supervision of the Hong Kong Monetary Authority.

For information concerning the amount of paid-up capital and reserves of Bank USA, or the amount of the total assets less liabilities of Bank USA, click [here](#) and choose "Call Report," then "UBS Bank USA."