



## Total loss-absorbing capacity instrument

<b>Issuer</b>	UBS Group AG <sup>1</sup>
<b>Unique identifier</b>	144A: US90351DAE76 / RegS: USG91703AJ00
<b>Issue Date</b>	05.04.2016
<b>Currency</b>	USD
<b>Nominal (million)</b>	1,000.0
<b>Interest Rate</b>	3m USD Libor + 178 bps
<b>Maturity Date</b>	14 April 2021
<b>Issuer Call</b>	n/a

<sup>1</sup> Effective as of 11 October 2019, UBS has substituted UBS Group Funding (Switzerland) AG as issuer of this total loss-absorbing capacity instrument with UBS Group AG.

### Documentation included in this PDF file:

<b>Annex A</b>	General terms and conditions of the USD 30,000,000,000 senior debt programme, as amended
<b>Annex B</b>	Pricing supplement relating to USD 1,000,000,000 Floating Rate Senior Notes due April 2021, as amended



## Annex A

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Conformed copy of the General Terms and Conditions of the Base Prospectus dated 22 March 2016, relating to the USD 30,000,000,000 Senior Debt Programme, reflecting the amendments thereto (i) effective on 24 May 2017 made pursuant to the Official Notice relating thereto dated 12 May 2017, and (ii) effective on 11 October 2019 made pursuant to the Official Notice relating thereto dated 30 September 2019.

## GENERAL TERMS AND CONDITIONS

*The terms and conditions that are set out below are the General Terms and Conditions of the Notes. The General Terms and Conditions of the Notes will be completed, and, whether or not specifically indicated below, may be supplemented, amended or replaced, by the relevant Pricing Supplement in respect of the relevant Tranche of Notes.*

### 1. DEFINITIONS

"**Additional Amounts**" has the meaning assigned to such term in subclause (b) of Condition 9 (*Taxation*).

"**Agency Agreement**" means (i) in the case of Bearer Notes, the Paying Agency Agreement, and (ii) in the case of Registered Notes, the Fiscal Agency Agreement.

"**Agent Insolvency Event**" has the meaning assigned to such term in subclause (c)(ii) of Condition 8 (*Payments; Agents*).

"**Agents**" means (i) in the case of Bearer Notes, the Principal Paying Agent, the Calculation Agent, the Definitive Note Registrar (if any) and any other agent from time to time appointed pursuant to the terms of the Paying Agency Agreement, and (ii) in the case of Registered Notes, the Fiscal Agent, the Registrar, the Calculation Agent and any other agent from time to time appointed pursuant to the terms of the Fiscal Agency Agreement.

"**Authorised Signatories**" means any two authorised officers of the Issuer signing jointly.

"**Bank Restructuring Event**" means the opening of Bank Restructuring Proceedings by the Swiss Resolution Authority.

"**Bank Restructuring Proceedings**" means Restructuring Proceedings with respect to UBS AG.

"**BBSW**" means, in respect of any specified maturity, the interest rate benchmark known as the Bank Bill Swap Reference Rate that is calculated and published by a designated distributor (currently Thomson Reuters) in accordance with the requirements from time to time of the Australian Financial Markets Association (or any other Person that takes over the administration of that rate) based on the average rate for Bills (as defined in the Bills of Exchange Act of 1909 of Australia, as amended) for such maturity provided by a panel of contributor banks.

"**Bearer Global Certificate**" has the meaning assigned to such term in subclause (b)(i)(A) of Condition 2 (*Amount, Denomination and Form*).

"**Bearer Notes**" means Notes issued in bearer form. Any reference to Bearer Notes also includes any Note Definitive Certificates printed in accordance with subclause (b)(ii) of Condition 2 (*Amount, Denomination and Form*).

"**Broken Amount**" means, with respect to any Interest Payment Date, the broken amount specified as payable on such Interest Payment Date in the relevant Pricing Supplement.

"**Business Day**" means a day (other than a Saturday or a Sunday) on which (i) commercial banks and foreign exchange markets settle payments in the currency or currencies specified in the relevant Pricing Supplement (or, if no currency or currencies is specified in the Business Days section of the relevant Pricing Supplement, settle payments generally) and are open for general business (including, without limitation, dealing in foreign exchange and foreign currency deposits) in the financial centres referred to in the Business Days section of the relevant Pricing Supplement, and (ii) in the case of Notes denominated in euro, the TARGET2 System is open for settlement of payments in euro.

**"Business Day Convention"** means, with respect to any Interest Payment Date (x) for which there is no numerically corresponding day in the calendar month in which such Interest Payment Date should occur or (y) that would otherwise fall on a day that is not a Business Day, if:

- (i) **"Following Business Day Convention"** is specified in the relevant Pricing Supplement, that such Interest Payment Date will be postponed to the first following Business Day;
- (ii) **"Modified Following Business Day Convention"** or **"Modified Business Day Convention"** is specified in the relevant Pricing Supplement, that such Interest Payment Date will be postponed to the first following Business Day unless that Business Day falls in the next calendar month in which case such Interest Payment Date will instead be brought forward to the last preceding Business Day;
- (iii) **"Preceding Business Day Convention"** is specified in the relevant Pricing Supplement, that such Interest Payment Date will be brought forward to the last preceding Business Day;
- (iv) **"FRN Convention", "Floating Rate Convention" or "Eurodollar Convention"** is specified in the relevant Pricing Supplement and Specified Periods are specified in the relevant Pricing Supplement, that
  - (a) in the case of clause (x) above, such Interest Payment Date will be the last Business Day in that calendar month;
  - (b) in the case of clause (y) above, such Interest Payment Date will be postponed to the first following Business Day unless that Business Day falls in the next calendar month, in which case it will be brought forward to the last preceding Business Day; and
  - (c) if the last Interest Payment Date preceding such Interest Payment Date (or, if such Interest Payment Date is the first Interest Payment Date, if the Interest Commencement Date) occurred on the last day in a calendar month that was a Business Day, then such Interest Payment Date and all subsequent Interest Payment Dates will be the last day that is a Business Day in the calendar month that is the specified number of months or other period after the calendar month in which the preceding such Interest Payment Date (or Interest Commencement Date, as applicable) occurred; and
- (v) any other Business Day Convention is specified in the relevant Pricing Supplement, that such Interest Payment Date will be adjusted in accordance with such Business Day Convention as described in the relevant Pricing Supplement.

**"Calculation Agent"** means (i) in the case of Bearer Notes, UBS AG in its capacity as calculation agent for Bearer Notes under the Paying Agency Agreement, and includes any successor Calculation Agent appointed in accordance with the Paying Agency Agreement, and (ii) in the case of Registered Notes, Deutsche Bank Trust Company Americas in its capacity as calculation agent for Registered Notes under the Fiscal Agency Agreement, and includes any successor Calculation Agent appointed in accordance with the Fiscal Agency Agreement.

**"Calculation Amount"** means the calculation amount specified in the relevant Pricing Supplement.

**"Calculation Period"** has the meaning assigned to such term in the definition of the term "Day Count Fraction".

**"CDOR"** means, in respect of any specified maturity, the interest rate benchmark known as the Canadian Dealer Offered Rate that is calculated and published by a designated distributor (currently Thomson Reuters) in accordance with the requirements from time to time of the Investment Dealers Association (or any other Person that takes over the administration of that rate) based on the average rate for Canadian dollar bankers acceptances for such maturity provided by a panel of contributor banks.

"**Certificate**" means a Global Certificate and/or a Definitive Certificate, as the case may be.

"**Chairperson**" has the meaning assigned to such term in subclause (e) of Condition 15 (*Meetings of Holders*).

"**Clearstream, Luxembourg**" means Clearstream Banking, *société anonyme*.

"**Code**" has the meaning assigned to such term in subclause (c)(v) of Condition 9 (*Taxation*).

"**Condition**" means one of the Terms and Conditions of the Notes.

"**Current Issuer**" has the meaning assigned to such term in subclause (a) of Condition 17 (*Issuer Substitution*).

"**Day Count Fraction**" means, in respect of the calculation of an amount of interest for any period of time (the "**Calculation Period**"),

- (i) if "**Actual/Actual (ICMA)**" is specified in the relevant Pricing Supplement:
  - (a) where the Calculation Period is equal to or shorter than the Regular Period during which it falls, the actual number of days in the Calculation Period divided by the product of (x) the actual number of days in such Regular Period and (y) the number of Regular Periods in any year; and
  - (b) where the Calculation Period is longer than one Regular Period, the sum of:
    - (A) the actual number of days in such Calculation Period falling in the Regular Period in which it begins divided by the product of (x) the actual number of days in such Regular Period and (y) the number of Regular Periods in any year; and
    - (B) the actual number of days in such Calculation Period falling in the next Regular Period divided by the product of (x) the actual number of days in such Regular Period and (y) the number of Regular Periods in any year;
- (ii) if "**Actual/365**" or "**Actual/Actual**" is specified in the relevant Pricing Supplement, the actual number of days in such Calculation Period divided by 365 (or, if any portion of such Calculation Period falls in a leap year, the sum of (x) the actual number of days in that portion of such Calculation Period falling in a leap year divided by 366 and (y) the actual number of days in that portion of such Calculation Period falling in a non-leap year divided by 365);
- (iii) if "**Actual/360**" is specified in the relevant Pricing Supplement, the actual number of days in such Calculation Period divided by 360;
- (iv) if "**30/360**" is specified in the relevant Pricing Supplement, the number of days in such Calculation Period from and including (or, in the case of Swiss Franc Notes, from and excluding) the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to but excluding (or, in the case of Swiss Franc Notes, to and including) the relevant payment date (such number of days being calculated on the basis of 12 30-day months) divided by 360; and
- (v) if "**Actual/365 (Fixed)**" is specified in the relevant Pricing Supplement, the actual number of days in such Calculation Period divided by 365.

"**Definitive Certificate**" means (i) in the case of Bearer Notes, a Note Definitive Certificate, and (ii) in the case of Registered Notes, a Registered Note Definitive Certificate.

"**Definitive Note Register**" has the meaning assigned to such term in subclause (b)(ii)(B) of Condition 2 (*Amount, Denomination and Form*).

**"Definitive Note Registrar"** has the meaning assigned to such term in subclause (b)(ii)(B) of Condition 2 (*Amount, Denomination and Form*).

**"Depository"** means DTC or any other Relevant Clearing System outside of Switzerland designated as Depository by the Issuer; *provided, however*, that, irrespective of the number of Regulation S Global Certificates and/or Rule 144A Global Certificates, as the case may be, outstanding, there will be no more than one Depository for the Notes at any time.

**"Distribution Compliance Period"** means the 40-day period commencing on (and including) the later of (i) the day on which the Notes are first offered to Persons other than distributors (as defined in Regulation S under the US Securities Act), and (ii) the day on which the closing of the offering of the Notes occurs.

**"DTC"** means The Depository Trust Company.

**"Early Redemption Date"** has the meaning assigned to such term in subclause (e)(i) of Condition 7 (*Redemption and Purchase*).

**"Early Redemption Notice"** has the meaning assigned to such term in subclause (e)(i) of Condition 7 (*Redemption and Purchase*).

**"EU Savings Tax Directive"** means the European Council Directive 2003/48/EC of 3 June 2003, on taxation of savings income, as amended.

**"EURIBOR"** means, in respect of any specified maturity, the interest rate benchmark known as the Eurozone Interbank Offered Rate that is calculated and published by a designated distributor (currently Thomson Reuters) in accordance with the requirements from time to time of the European Money Markets Institute (or any other Person that takes over the administration of that rate) based on estimated euro interbank term deposit rates for such maturity that are provided by a panel of contributor banks.

**"euro"** means the currency introduced at the start of the third stage of European economic and monetary union, and as defined in Article 2 of Council Regulation (EC) No 974/98 of 3 May 1998 on the introduction of the euro, as amended.

**"Euroclear"** means Euroclear Bank S.A./N.V.

**"Event of Default"** has the meaning assigned to such term in Condition 12 (*Events of Default*).

**"Extraordinary Resolution"** means any resolution to (i) postpone the maturity beyond the stated maturity of any Notes, (ii) reduce the amount of principal payable on any Notes, (iii) change the date of any interest payment on any Notes, (iv) change the rate of interest or the method of computation of interest on any Notes, (v) change any provision for payment contained in the Terms and Conditions of the Notes or the place or the currency of payment of the principal or interest on any Notes, (vi) amend or modify or waive the whole or any parts of Condition 12 (*Events of Default*) or clauses (f), (g), (h), (i) or (k) of Condition 15 (*Meetings of Holders*), (vii) convert any Notes into equity, (viii) create unequal treatment between Holders or (ix) change the choice of law and the jurisdiction clause contained in Condition 23 (*Governing Law and Jurisdiction*).

**"FEDFUNDS1 Page"** has the meaning assigned to such term in the definition of "U.S. Federal Funds Rate".

**"Final Redemption Amount"** means the final redemption amount specified in the relevant Pricing Supplement.

**"FINMA"** means the Swiss Financial Market Supervisory Authority FINMA and any successor thereto.

**"Fiscal Agency Agreement"** means the fiscal agency agreement for Registered Notes issued under the Programme dated as of 22 March 2016, as amended and supplemented by the fiscal agency assignment and assumption agreement dated as of 12 May 2017 and effective as of

24 May 2017, and the 2016 programme TLAC fiscal agency assignment and assumption agreement dated as of 27 September 2019 and effective as of 11 October 2019 (and as may be further amended, supplemented or otherwise modified from time to time), among the Issuer, the Fiscal Agent, the Registrar, the Calculation Agent and the other Agents from time to time party thereto.

**"Fiscal Agent"** means Deutsche Bank Trust Company Americas, in its capacity as fiscal agent for Registered Notes, and includes any successor Fiscal Agent appointed in accordance with the Fiscal Agency Agreement.

**"Fixed Coupon Amount"** means the fixed coupon amount specified in the relevant Pricing Supplement.

**"Fixed Rate of Interest"** means the fixed rate of interest specified in the relevant Pricing Supplement.

**"Fixed Rate Notes"** means Notes with respect to which the interest basis specified in the relevant Pricing Supplement is "Fixed Rate".

**"Floating Rate of Interest"** has the meaning assigned to such term in subclause (b)(ii) of Condition 6 (*Interest*).

**"Floating Rate Notes"** means Notes with respect to which the interest basis specified in the relevant Pricing Supplement is "Floating Rate".

**"Global Certificate"** means (i) in the case of Bearer Notes, the Bearer Global Certificate, and (ii) in the case of Registered Notes, a Regulation S Global Certificate and/or a Rule 144A Global Certificate, as the case may be.

**"Group"** means UBS Group AG and its subsidiaries.

**"HIBOR"** means, in respect of any specified maturity, the interest rate benchmark known as the Hong Kong Inter Bank Offered Rate that is calculated and published by a designated distributor (currently Thomson Reuters) in accordance with the requirements from time to time of the Hong Kong Treasury Markets Association (or any other Person that takes over the administration of that rate) based on estimated Hong Kong dollar-denominated interbank borrowing rates for such maturity that are provided by a panel of contributor banks.

**"Holder"** means, with respect to any Note, (i) in the case of Bearer Notes, (a) if such Note is held in the form of an Intermediated Security, (x) the Person, other than an intermediary (*Verwahrungsstelle*), holding such Note in a securities account (*Effektenkonto*) with an intermediary (*Verwahrungsstelle*), or (y) the intermediary (*Verwahrungsstellen*) holding such Note for its own account, and (b) if Note Definitive Certificates have been printed, the Person in whose name the Note Definitive Certificate representing such Note is registered in the Definitive Note Register, and (ii) in the case of Registered Notes, the Person in whose name the Certificate representing such Registered Note is registered in the Registered Note Register. For the avoidance of doubt, with respect to Notes represented by a Global Certificate, no Indirect Holder or other Person will be a Holder for purposes of the Terms and Conditions of the Notes or such Notes or have any rights, or be owed any obligations by the Issuer, under such Notes.

**"Holders' Meeting"** has the meaning assigned to such term in subclause (a) of Condition 15 (*Meetings of Holders*).

**"Indirect Holder"** means, with respect to any Note represented by a Global Certificate, any Person (other than the Holder) that owns a beneficial interest in such Note through a bank, broker or other financial institution that (i) participates in the book-entry system of SIS, DTC, Euroclear, Clearstream, Luxembourg, and/or any other clearing system (each, a **"Relevant Clearing System"**), or (ii) holds an interest in such Note through a participant in the book-entry system of any Relevant Clearing System. No Indirect Holder will have any rights, or be owed any obligations by the Issuer, under the Notes.

**"Interest Amount"** has the meaning assigned to such term in subclause (b)(iv) of Condition 6 (*Interest*).

**"Interest Commencement Date"** means the interest commencement date specified in the relevant Pricing Supplement.

**"Interest Determination Date"** means the interest determination date(s) specified in the relevant Pricing Supplement.

**"Interest Payment Date"** means (i) in the case of Fixed Rate Notes, the interest payment date(s) specified in, or determined in accordance with the provisions of, the relevant Pricing Supplement, and (ii) in the case of Floating Rate Notes, (x) if a Specified Period is specified in the relevant Pricing Supplement, each date that falls the number of months or other period equal to the Specified Period after the preceding Interest Payment Date (or, in the case of the first Interest Payment Date, after the Interest Commencement Date), or (y) otherwise, the Specified Interest Payment Date(s) specified in the relevant Pricing Supplement, in the case of each of clauses (i) and (ii), as may be adjusted in accordance with the Business Day Convention, if any.

**"Interest Period"** means each period beginning on and including an Interest Payment Date (or, in the case of the first Interest Period, the Interest Commencement Date) and ending on but excluding the next Interest Payment Date; *provided, however*, that, in the case of Swiss Franc Notes, "Interest Period" means each period beginning on but excluding an Interest Payment Date (or, in the case of the first Interest Period, the Interest Commencement Date) and ending on and including the next Interest Payment Date.

**"Intermediary"** has the meaning assigned to such term in subclause (b)(i)(A) of Condition 2 (*Amount, Denomination and Form*).

**"Intermediated Securities"** has the meaning assigned to such term in subclause (b)(i)(A) of Condition 2 (*Amount, Denomination and Form*).

**"Issue Date"** means the issue date specified in the relevant Pricing Supplement.

**"Issuer"** means UBS Group AG, in its capacity as issuer of the Notes.

**"Issuer Call"** has the meaning assigned to such term in clause (e) of Condition 7 (*Redemption and Purchase*).

**"Issuer Substitution Effective Date"** means 11 October 2019, which is the date on which UBS Group Funding (Switzerland) AG substituted UBS Group AG for itself as principal debtor under the Notes pursuant to and in accordance with clause (a) of Condition 17 (*Issuer Substitution*).

**"JPY TSR"** means the swap rate for Yen swap transactions known as the Tokyo swap reference rate that is calculated and published by a designated distributor (currently Thomson Reuters) based on the mid-market semi-annual swap rate for the semi-annual fixed leg of a fixed-for floating Yen interest rate swap transaction where the floating leg is equivalent to LIBOR for Yen with a maturity of six months that is provided by a panel of contributor banks.

**"LIBOR"** means, in respect of any specified currency and specified maturity, the interest rate benchmark known as the London Interbank Offered Rate that is calculated and published by a designated distributor (currently Thomson Reuters) in accordance with the requirements from time to time of ICE Benchmark Administration Limited (or any other person which takes over the administration of that rate) based on estimated interbank borrowing rates for such currency and maturity that are provided by a panel of contributor banks.

**"Margin"** means the margin(s) specified in the relevant Pricing Supplement.

**"Maturity Date"** means the maturity date specified in the relevant Pricing Supplement.

**"Maximum Floating Rate of Interest"** means the maximum Floating Rate of Interest specified in the relevant Pricing Supplement.



**"Minimum Floating Rate of Interest"** means the minimum Floating Rate of Interest specified in the relevant Pricing Supplement.

**"NIBOR"** means, in respect of any specified maturity, the interest rate benchmark known as the Norwegian Inter Bank Offered Rate that is calculated and published by a designated distributor (currently Thomson Reuters) in accordance with the requirements from time to time of Finance Norway (or any other Person that takes over the administration of that rate) based on estimated Norwegian Krone denominated interbank borrowing rates for such maturity that are provided by a panel of contributor banks.

**"Note Definitive Certificate"** has the meaning assigned to such term in subclause (b)(ii)(A) of Condition 2 (*Amount, Denomination and Form*).

**"Notes"** means the notes of the Tranche or Series specified in the relevant Pricing Supplement. Any reference to Notes includes a reference to (i) Registered Notes or Bearer Notes, whichever is specified in the relevant Pricing Supplement, and (ii) notes of such Tranche or Series in global and definitive form.

**"Optional Redemption Amount"** means the optional redemption amount specified in the relevant Pricing Supplement.

**"Optional Redemption Date"** means the optional redemption date(s) specified in the relevant Pricing Supplement.

**"Ordinary Resolution"** means any resolution that is not an Extraordinary Resolution.

**"Original Guarantee"** means the guarantee dated as of the Issue Date (or, in the case of a Tranche of Notes that on or after the Issue Date will be consolidated and form a single Series with a previously issued Tranche of Notes, dated as of the Issue Date of such previously issued Tranche of Notes), as previously amended on 24 May 2017, issued by UBS Group AG for the benefit of the Holders and governed by Swiss law, pursuant to which UBS Group AG, among other things, irrevocably and unconditionally guaranteed to the Holders, pursuant to article 111 of the Swiss Code and on an unsubordinated basis corresponding *mutatis mutandis* to Condition 4 (*Status of the Notes*), the due and punctual payment of principal and interest and all other amounts due and payable under, or in respect of, the Notes upon receipt of the written request for payment of the relevant amount, and which guarantee ceased to exist upon the Issuer Substitution Effective Date.

**"Paying Agency Agreement"** means the amended and restated paying agency agreement for Bearer Notes issued under the Programme dated as of 27 September 2019 and effective as of 11 October 2019 (as may be amended, supplemented or otherwise modified from time to time), among the Issuer, the Principal Paying Agent, the Calculation Agent and the other Agents from time to time party thereto, which agreement amended and restated the paying agency agreement for Bearer Notes issued under the Programme dated as of 22 March 2016, as previously amended on 24 May 2017.

**"Paying Agent"** has the meaning assigned to such term in subclause (c)(i) of Condition 8 (*Payments; Agents*).

**"Person"** means any individual, corporation, bank, partnership, joint venture, association, joint-stock company, limited liability company, trust, unincorporated organisation or government or any agency or political subdivision thereof.

**"Pricing Supplement"** means the pricing supplement prepared in connection with the issuance of a Tranche of Notes, as may be amended from time to time. A copy of the Pricing Supplement for each Tranche of Notes is available from the Issuer at UBS AG, Zurich, Swiss Prospectus, Switzerland (voicemail: +41 44 239 47 03; fax: +41 44 239 69 14; email: [swiss-prospectus@ubs.com](mailto:swiss-prospectus@ubs.com)).

**"Principal Paying Agent"** means UBS AG, in its capacity as principal paying agent for Bearer Notes, and includes any successor Principal Paying Agent appointed in accordance with the Paying Agency Agreement.

**"Programme"** means the senior debt programme for the issuing of notes under which the Notes are issued.

**"Protective Measures"** means any protective measures that the Swiss Resolution Authority may order pursuant to any statutory power set forth in article 26 of the Swiss Banking Act, or in any successor Swiss law or regulation or analogous Swiss law or regulation applicable to bank holding companies incorporated under the laws of Switzerland such as UBS Group AG, including, without limitation, (i) giving instructions to the governing bodies of the relevant entity, (ii) appointing an investigator, (iii) stripping governing bodies of their power to legally represent the relevant entity or remove them from office, (iv) removing the regulatory or company-law audit firm from office, (v) limiting the respective entity's business activities, (vi) forbidding the respective entity to make or accept payments or undertake security trades, (vii) closing down the respective entity, or (viii) except for with respect to mortgage-secured receivables of central mortgage bond institutions, ordering a moratorium or deferral of payments.

**"QIB"** has the meaning assigned to such term in subclause (c)(i)(A) of Condition 2 (*Amount, Denomination and Form*).

**"Record Date"** means, with respect to any Scheduled Due Date, the last Relevant Banking Day immediately preceding such Scheduled Due Date.

**"Reference Banks"** means, with respect to any Reference Rate, (i) in the case of LIBOR, the principal London office of four major banks in the London interbank market, as chosen by UBS AG, (ii) in the case of EURIBOR, the principal Eurozone office of four major banks in the Eurozone market, as chosen by UBS AG, and (iii) in the case of any other Reference Rate, the reference banks specified in the relevant Pricing Supplement.

**"Reference Rate"** means, with respect to any Interest Period, BBSW, CDOR, EURIBOR, HIBOR, JPY TSR, LIBOR, NIBOR, SOR, STIBOR, U.S. Federal Funds Rate or such other rate specified as the reference rate in, and, if applicable, for the currency and maturity specified in, the relevant Pricing Supplement.

**"Register"** means (i) in the case of Note Definitive Certificates, the Definitive Note Register, and (ii) in the case of Registered Notes, the register that the Issuer will procure to be kept by the Registrar in accordance with the provisions of the Fiscal Agency Agreement.

**"Registered Global Certificate"** means a Regulation S Registered Global Certificate and/or a Rule 144A Registered Global Certificate, as the case may be.

**"Registered Note Definitive Certificate"** has the meaning assigned to such term in subclause (c)(ii)(A) of Condition 2 (*Amount, Denomination and Form*).

**"Registered Note Registrar"** means Deutsche Bank Trust Company Americas, in its capacity as registrar for Registered Notes, and includes any successor Registrar appointed in accordance with the Fiscal Agency Agreement.

**"Registered Notes"** means Notes issued in registered form; *provided, however*, that it does not include any Note Definitive Certificates printed in accordance with subclause (b)(ii) of Condition 2 (*Amount, Denomination and Form*).

**"Registrar"** means (i) in the case of Note Definitive Certificates, the Definitive Note Registrar, and (ii) in the case of Registered Notes, the Registered Note Registrar.

**"Regular Period"** means:

- (i) in the case of Notes where interest is scheduled to be paid only by means of regular payments, each period from and including (or, in the case of Swiss Franc Notes, from but excluding) the Interest Commencement Date to but excluding (or, in the case of Swiss Franc Notes, to and including) the first Interest Payment Date and each successive period from and including (or, in the case of Swiss Franc Notes, from but excluding) one Interest Payment Date to but excluding (or, in the case of Swiss Franc Notes, to and including) the next Interest Payment Date;

- (ii) in the case of Notes where, apart from the first Interest Period, interest is scheduled to be paid only by means of regular payments, each period from and including (or, in the case of Swiss Franc Notes, from but excluding) a Regular Date falling in any year to but excluding (or, in the case of Swiss Franc Notes, to and including) the next Regular Date, where "**Regular Date**" means the day and month (but not the year) on which any Interest Payment Date falls; and
- (iii) in the case of Notes where, apart from one Interest Period other than the first Interest Period, interest is scheduled to be paid only by means of regular payments, each period from and including (or, in the case of Swiss Franc Notes, from but excluding) a Regular Date (or, in the case of the first Interest Period, the Interest Commencement Date) falling in any year to but excluding (or, in the case of Swiss Franc Notes, to and including) the next Regular Date, where "**Regular Date**" means the day and month (but not the year) on which any Interest Payment Date falls other than the Interest Payment Date falling at the end of the irregular Interest Period.

"**Regulation S Registered Global Certificate**" has the meaning assigned to such term in subclause (c)(i)(A) of Condition 2 (*Amount, Denomination and Form*).

"**Relevant Agent**" means (i) in the case of Bearer Notes, the Principal Paying Agent, and (ii) in the case of Registered Notes, the Fiscal Agent.

"**Relevant Banking Day**" means, with respect to any Note Definitive Certificate or Registered Note, a day other than a Saturday or Sunday, on which banks are open for business in the place of the Specified Office of (i) in the case of Note Definitive Certificates, the Definitive Note Registrar and the Principal Paying Agent, and (ii) in the case of Registered Notes, the Registered Note Registrar and the Fiscal Agent.

"**Relevant Clearing System**" has the meaning assigned to such term in the definition of the term "Indirect Holder".

"**Relevant Date**" means, with respect to any payment, (i) the date on which such payment first becomes due under the Notes (the "**Scheduled Due Date**"), or (ii) if the full amount of the money payable on the Scheduled Due Date has not been received by the Relevant Agent on or before the Scheduled Due Date, the date on which the full amount of the money due on the Scheduled Due Date has been received by the Relevant Agent.

"**Relevant Screen Page**" means, with respect to any Reference Rate, the page, section or other part of a particular information service (including, without limitation, Reuters and Bloomberg) specified as the relevant screen page in the relevant Pricing Supplement, or such other page, section or other part as may replace it on that information service or such other information service, in each case, as may be nominated by the Person providing or sponsoring the information appearing there for the purpose of displaying rates or prices comparable to such Reference Rate.

"**Relevant Time**" means, with respect to any Reference Rate, (i) in the case of LIBOR, 11:00 am, London time, (ii) in the case of EURIBOR, 11:00 am, Brussels time, and (iii) in the case of any other Reference Rate, the time specified as such in the relevant Pricing Supplement.

"**Replacement Notes**" has the meaning assigned to such term in subclause (c)(iii) of Condition 7 (*Redemption and Purchase*).

"**Replacement Notes Issuer**" has the meaning assigned to such term in subclause (c)(iii) of Condition 7 (*Redemption and Purchase*).

"**Restoration Event**" has the meaning assigned to such term in Condition 7 (*Redemption and Purchase*).

"**Restructuring Deferral Period**" has the meaning assigned to such term in subclause (e) of Condition 8 (*Payments; Agents*).

**"Restructuring Event"** means a Bank Restructuring Event or a UBS Group Restructuring Event, as applicable.

**"Restructuring Proceedings"** means restructuring proceedings within the meaning of article 28 et seq. of the Swiss Banking Act or any successor Swiss law or regulation or analogous Swiss law or regulation applicable to banks or bank holding companies incorporated under the laws of Switzerland such as UBS Group AG.

**"Restructuring Protective Measures"** means any Protective Measures ordered by the Swiss Resolution Authority with respect to UBS Group AG that are ordered or confirmed upon the opening of or during any UBS Group Restructuring Proceedings.

**"Rule 144A"** has the meaning assigned to such term in subclause (c)(i)(A) of Condition 2 (*Amount, Denomination and Form*).

**"Rule 144A Registered Global Certificate"** has the meaning assigned to such term in subclause (c)(i)(A) of Condition 2 (*Amount, Denomination and Form*).

**"Scheduled Due Date"** has the meaning assigned to such term in the definition of the term "Relevant Date".

**"Series"** means the series specified in the relevant Pricing Supplement.

**"SIS"** means SIX SIS Ltd.

**"SIX Swiss Exchange"** means SIX Swiss Exchange Ltd.

**"SOR"** means, in respect of any specified maturity, the interest rate benchmark known as the Swap Offered Rate that is calculated and published by a designated distributor (currently Thomson Reuters) in accordance with the requirements from time to time of the Association of Banks in Singapore (or any other Person that takes over the administration of that rate) based on estimated Singapore dollar denominated interbank borrowing rates for such maturity that are provided by a panel of contributor banks.

**"Specified Currency"** means the currency specified as such in the relevant Pricing Supplement.

**"Specified Denomination"** means the denomination specified as such in the relevant Pricing Supplement.

**"Specified Office"** means (i) in the case of Deutsche Bank Trust Company Americas, as Fiscal Agent, Paying Agent for Registered Notes, Registered Note Registrar, and Calculation Agent for Registered Notes that are Floating Rate Notes, Trust and Agency Services, 60 Wall Street, 16th Floor, New York, New York 10005, USA, (ii) in the case of UBS AG, as Principal Paying Agent, Calculation Agent for Bearer Notes that are Floating Rate Notes, and Swiss Paying Agent for Registered Notes, Bahnhofstrasse 45, CH-8001 Zurich, Switzerland, and (iii) in the case of any other Agent, such office as is notified by the Issuer to the Holders in writing in accordance with Condition 14 (*Notices*) as soon as practicable after the appointment of such Agent, in the case of each of clauses (i), (ii) and (iii), or such other office as the relevant Agent may designate from time to time by providing notice to the Issuer and the Holders in writing in accordance with Condition 14 (*Notices*).

**"Specified Interest Payment Date"** means the date(s) specified as such in the relevant Pricing Supplement.

**"Specified Period"** means the period(s) specified as such in the relevant Pricing Supplement.

**"STIBOR"** means, in respect of any specified maturity, the interest rate benchmark known as the Stockholm Interbank Offered Rate that is calculated and published by a designated distributor (currently NASDAQ OMX Stockholm) in accordance with the requirements from time to time of Swedish Bankers' Association (or any other Person that takes over the administration of that rate) based on estimated Swedish krona denominated interbank borrowing rates for such maturity that are provided by a panel of contributor banks.

**"Substitute Issuer"** has the meaning assigned to such term in subclause (a) of Condition 17 (*Issuer Substitution*).

**"Substitution Documents"** has the meaning assigned to such term in subclause (a)(v) of Condition 17 (*Issuer Substitution*).

**"sub-unit"** means (i) with respect to euro, one cent, and (ii) with respect to any other currency, the lowest amount of such currency that is available as legal tender in the country of such currency.

**"Swiss Banking Act"** means the Swiss Federal Banking Act of 8 November 1934, as may be amended from time to time.

**"Swiss Banking Insolvency Ordinance"** means the Ordinance of 30 August 2012 of FINMA on the Insolvency of Banks and Securities Dealers, as may be amended from time to time.

**"Swiss Code"** means the Swiss Code of Obligations, as may be amended from time to time.

**"Swiss Franc Notes"** means Notes denominated in Swiss francs.

**"Swiss Paying Agent"** has the meaning assigned to such term in subclause (c)(i) of Condition 8 (*Payments; Agents*).

**"Swiss Resolution Authority"** means FINMA or any other authority in Switzerland that is competent under Swiss law to exercise a Swiss Resolution Power or to order Protective Measures at the relevant time.

**"Swiss Resolution Power"** means any statutory power of the Swiss Resolution Authority that it may exercise during Restructuring Proceedings as set forth in article 28 et seq. of the Swiss Banking Act and article 40 et seq. of the Swiss Banking Insolvency Ordinance, or in any successor Swiss law or regulation or analogous Swiss law or regulation applicable to bank holding companies incorporated under the laws of Switzerland such as UBS Group AG, including, without limitation, the power to (i) transfer the assets of the entity subject to such Restructuring Proceedings, or portions thereof, together with such entity's debt, other liabilities and contracts, or portions thereof, to another entity, (ii) stay (for a maximum of two business days) the termination of, or the exercise of (w) rights to terminate, (x) netting rights, (y) rights to enforce or dispose of certain types of collateral or (z) rights to transfer claims, liabilities or certain collateral under, contracts to which the entity subject to such Restructuring Proceedings is a party, (iii) convert the debt of the entity subject to such Restructuring Proceedings into equity, and/or (iv) partially or fully write-down the obligations of the entity subject to such Restructuring Proceedings.

**"TARGET2 System"** means the Trans-European Automated Real-Time Gross Settlement Express Transfer payment system that utilizes a single shared platform and that was launched on 19 November 2007.

**"Tax Event"** has the meaning assigned to such term in subclause (b)(ii) of Condition 7 (*Redemption and Purchase*).

**"Tax Jurisdiction"** means Jersey and/or Switzerland.

**"Tax Redemption Amount"** means the tax redemption amount specified in the relevant Pricing Supplement.

**"Taxes"** has the meaning assigned to such term in Condition 9 (*Taxation*).

**"Terms and Conditions of the Notes"** means these General Terms and Conditions as completed, supplemented, modified or replaced by the information contained in the relevant Pricing Supplement. To the extent that the information in the Pricing Supplement supplements, modifies or replaces these General Terms and Conditions, it shall do so only for the purpose of the Tranche of Notes to which the relevant Pricing Supplement relates. To the extent that there is any inconsistency between these General Terms and Conditions and the terms and conditions that

appear in the relevant Pricing Supplement, the terms and conditions that appear in the relevant Pricing Supplement shall prevail.

"**Tranche**" means the tranche specified in the relevant Pricing Supplement.

"**UBS Group Restructuring Event**" means the opening of UBS Group Restructuring Proceedings by the Swiss Resolution Authority.

"**UBS Group Restructuring Proceedings**" means Restructuring Proceedings with respect to UBS Group AG.

"**US Exchange Act**" means the US Securities and Exchange Act of 1934, as amended.

"**US Federal Funds Rate**" means, with respect to any Interest Period,

- (i) the rate with respect to the related Interest Determination Date for US dollar federal funds as published in H.15(519) under the caption "Federal funds (effective)" and displayed on Reuters (or any successor service) on page FEDFUNDS1 under the caption "EFFECT" (or any other page as may replace the specified page on that service) ("**FEDFUNDS1 Page**"); or
- (ii) if the rate referred to in clause (i) above does not so appear on the FEDFUNDS1 Page or is not so published by 5.00 P.M., New York City time, on the related Interest Determination Date, the rate with respect to such Interest Determination Date for US dollar federal funds as published in H.15 Daily Update, or such other recognised electronic source used for the purpose of displaying the applicable rate, under the caption "Federal funds (effective)"; or
- (iii) if the rate referred to in clause (ii) above is not so published by 5.00 P.M., New York City time, on the related Interest Determination Date, the rate for the last preceding such Interest Determination Date for which such rate is set forth in H.15(519) opposite the caption "Federal funds (effective)", as such rate is displayed on the FEDFUNDS1 Page.

"**US Investment Company Act**" means the US Investment Company Act of 1940, as amended.

"**US Securities Act**" means the US Securities Act of 1933, as amended.

"**Voluntary Issuer Substitution**" has the meaning assigned to such term in subclause (a) of Condition 17 (*Issuer Substitution*).

## 2. **AMOUNT, DENOMINATION AND FORM**

### (a) **General**

- (i) The initial aggregate principal amount of the Notes is specified in the relevant Pricing Supplement. All payments in relation to the Notes will be made in the same currency as the aggregate principal amount (i.e., the Specified Currency). The Notes are issued to Holders in the Specified Denominations specified in the relevant Pricing Supplement.
- (ii) The relevant Pricing Supplement indicates whether the Notes are Bearer Notes or Registered Notes.

### (b) **Bearer Notes**

- (i) **Bearer Global Certificates**
  - (A) Each Tranche of Bearer Notes will be initially represented by a permanent bearer global certificate (the "**Bearer Global Certificate**"), without interest coupons, which will be deposited with SIS or any other intermediary in Switzerland recognised for such purposes by SIX Swiss Exchange (SIS or any such other intermediary, the "**Intermediary**").

Once the Bearer Global Certificate is deposited with the Intermediary and entered into the accounts of one or more participants of the Intermediary, the Bearer Notes represented thereby will constitute intermediated securities (*Bucheffekten*) ("**Intermediated Securities**") within the meaning of the Swiss Federal Intermediated Securities Act (*Bucheffektengesetz*).

- (B) For so long as the Bearer Global Certificate remains deposited with the Intermediary, the Bearer Notes represented thereby may only be transferred by the entry of the transferred Bearer Notes in a securities account of the transferee, as set out in the provisions of the Swiss Federal Intermediated Securities Act (*Bucheffektengesetz*) regarding the transfer of Intermediated Securities. The records of the Intermediary will determine the number of Bearer Notes held through each participant in that Intermediary.
- (C) Neither the Issuer nor any Holder will at any time have the right to effect or demand the conversion of the Bearer Global Certificate into, or the delivery of, uncertificated Notes (*Wertrechte*) or definitive Notes (*Wertpapiere*).

(ii) *Note Definitive Certificates*

- (A) Definitive Notes (*Wertpapiere*) in registered form (each, a "**Note Definitive Certificate**") shall be issued, and the Bearer Global Certificate will be exchanged, in whole, but not in part, for Note Definitive Certificates, if (and only if) the Principal Paying Agent determines, in its sole discretion, that the printing of Note Definitive Certificates is necessary or useful. Should the Principal Paying Agent so determine, it will provide for the printing of the Note Definitive Certificates without interest coupons and without cost to the Holders. Upon delivery of the Note Definitive Certificates, the Bearer Global Certificate will immediately be cancelled by the Principal Paying Agent and the Note Definitive Certificates will be delivered to the Holders against cancellation of the Notes in the Holders' securities accounts. Note Definitive Certificates will not be included in the records of the Intermediary and, therefore, will not constitute Intermediated Securities.
- (B) If the Bearer Global Certificate is to be exchanged for Note Definitive Certificates pursuant to Condition 2(b)(ii)(A), the Issuer, after consultation with the Principal Paying Agent, will appoint a registrar (the "**Definitive Note Registrar**") to establish and maintain a noteholders' register for the Notes (the "**Definitive Note Register**") on the Issuer's behalf. The Issuer shall notify the Holders of any such appointment in accordance with Condition 14 (*Notices*). The Definitive Note Register will be established and maintained in a manner to ensure that the Notes are treated as issued in registered form for US tax purposes.
- (C) Title to Note Definitive Certificates will pass on transfer by assignment (*Zession*) and due registration in the Definitive Note Register. If and when Note Definitive Certificates have been issued pursuant to subclause (A) of this Condition 2(b)(ii), one or more Notes may be transferred only upon the surrender (at the Specified Office of the Principal Paying Agent) of the Note Definitive Certificate representing such Notes to be transferred, together with the form of transfer attached to such Note Definitive Certificate (or another form of transfer substantially in the same form and containing the same representations and certifications (if any), unless otherwise agreed by the Issuer), duly completed and executed and any other evidence as the Principal Paying Agent and the Definitive Note Registrar may reasonably require. A new

Note Definitive Certificate shall be issued to the transferee in respect of the Notes that are the subject of the relevant transfer and, in the case of a transfer of part only of a holding of Notes represented by one Note Definitive Certificate, a new Note Definitive Certificate in respect of the balance of the Notes not transferred shall be issued to the transferor. In the case of a transfer of Notes to a Person who is already a Holder, a new Note Definitive Certificate representing the enlarged holding may be issued but only against surrender of the Note Definitive Certificate representing the existing holding of such Person.

- (D) Payments of principal, interest or any other amount in respect of Note Definitive Certificates will be made only to the Person shown on the Definitive Note Register as the registered holder of such Note Definitive Certificate (i.e., the Holder) at close of business on the relevant Record Date.

(c) **Registered Notes**

(i) *Registered Global Certificates*

- (A) Registered Notes that are initially sold in the United States to "qualified institutional buyers" (each, a "**QIB**") within the meaning of Rule 144A under the US Securities Act ("**Rule 144A**") are initially represented by one or more permanent registered global certificates (each, a "**Rule 144A Registered Global Certificate**"), without interest coupons, deposited with the Fiscal Agent as custodian for, and registered in the name of Cede & Co. as nominee for, DTC. Registered Notes that are initially sold in an "offshore transaction" within the meaning of Regulation S of the US Securities Act are initially represented by one or more permanent registered global certificates (each, a "**Regulation S Registered Global Certificate**"), without interest coupons, deposited with the Fiscal Agent as custodian for, and registered in the name of Cede & Co. as nominee for, DTC, *provided* that upon such Regulation S Registered Global Certificate's deposit, all beneficial interests in the Registered Notes represented thereby are maintained at or through Euroclear and/or Clearstream, Luxembourg until expiration of the Distribution Compliance Period. The form of Regulation S Registered Global Certificate and the form of Rule 144A Registered Global Certificate are set out in the Fiscal Agency Agreement, which will be made available by the Registrar to any Holder upon request.
- (B) The aggregate principal amount of the Registered Notes represented by each of the Registered Global Certificates may from time to time be increased or decreased by adjustments made on the records of the Registrar. Every Registered Global Certificate shall have affixed a schedule for the purpose of recording adjustments in the aggregate principal amount thereof; *provided, however*, that, in the event of a discrepancy between the principal amounts recorded on such schedule and the amounts listed on the records of the Registrar, the principal amounts listed on the records of the Registrar will control. Any beneficial interest of an Indirect Holder in any Note represented by one of the Registered Global Certificates that is transferred to a Person who takes delivery in the form of a beneficial interest in such Registered Note represented by another Registered Global Certificate will, upon transfer, cease to be a beneficial interest in such first Registered Global Certificate and become a beneficial interest in the other Registered Global Certificate and, accordingly, will thereafter be subject to all transfer restrictions, if any, and other procedures applicable to beneficial interests in such other Registered Global Certificate for as long as it retains such an interest.



- (C) The Holder of a Registered Global Certificate may grant proxies and otherwise authorise any Person, including, without limitation, participants of DTC or another Relevant Clearing System and Persons that may hold interests through such participants, to take any action that a Holder is entitled to take under the Terms and Conditions of the Notes or the Registered Notes represented by such Registered Global Certificate.
- (ii) *Registered Note Definitive Certificates*
- (A) Definitive Notes in registered form (each, a "**Registered Note Definitive Certificate**") shall be issued, and a Registered Global Certificate will be exchanged, in whole, but not in part, for Registered Note Definitive Certificates, if (and only if):
- (1) the Depositary notifies the Issuer that it is no longer willing or able to discharge properly its responsibilities as depositary with respect to some or all of the Registered Global Certificates, or ceases to be a "clearing agency" registered under the US Exchange Act; or
  - (2) at any time the Depositary is no longer eligible to act as such, or the Registered Notes cease for any reason to be eligible for clearing through the Depositary, and the Issuer is unable to locate a qualified successor within 90 days of receiving notice of such ineligibility of the Depositary or of the Registered Notes, as the case may be, from or on behalf of the Depositary; or
  - (3) issuance of the Registered Note Definitive Certificates is required by Swiss or other applicable laws or regulations in connection with the enforcement of rights under the Registered Notes; or
  - (4) the Issuer provides its consent.
- (B) If a Registered Global Certificate is to be exchanged for Registered Note Definitive Certificates pursuant to Condition 2(c)(ii)(A), the Issuer will procure the prompt delivery (free of charge) of Registered Note Definitive Certificates to the Fiscal Agent, duly executed without interest coupons, registered in the names of the relevant Indirect Holders, addresses and denominations (subject to the Specified Denomination) provided in a written notice to be given by the Depositary or the Issuer to the Fiscal Agent (which notice shall be given subject to the Depositary's procedures and also specify the taxpayer identification number, if any, of each Person in whose name such Registered Note Definitive Certificates are to be registered). Upon written direction of the Issuer, the Fiscal Agent will deliver such Registered Note Definitive Certificates to the Holders thereof not later than five Business Days after receipt by the Fiscal Agent of the written notice provided by the Depositary (or the Issuer, as applicable) referred to above (and any other necessary information as the Fiscal Agent may reasonably request from the Issuer at such time). The Fiscal Agent shall promptly cancel and deliver to the Issuer the surrendered Registered Global Certificates. The form of Registered Note Definitive Certificate that will be issued in exchange for a beneficial interest in a Registered Note represented by a Rule 144A Registered Global Certificate and the form of Registered Note Definitive Certificate that will be issued in exchange for a beneficial interest in a Registered Note represented by a Regulation S Registered Global Certificate are set out in the Fiscal

Agency Agreement, which will be made available by the Registrar to any Holder upon request.

3. **TRANSFER OF REGISTERED NOTES**

(a) ***General***

- (i) Subject to Conditions 3(b) and 3(c), title to Registered Notes will pass on transfer by assignment (*Zession*) and due registration in the Register. All transfers of Registered Notes and entries on the Register will be made subject to the provisions concerning transfers of Registered Notes set forth in the Fiscal Agency Agreement, which will be made available by the Registrar to any Holder upon written request.
- (ii) Transfers of Registered Notes, or of beneficial interests in Registered Notes represented by Registered Global Certificates, may be made only in accordance with the legend set forth upon the face of the applicable Registered Global Certificate or Registered Note Definitive Certificate, and the Registrar will not be required to accept for registration of transfer any Registered Note or beneficial interests in Registered Notes except upon presentation of evidence satisfactory to the Fiscal Agent and the Registrar that such transfer is being made in compliance with such legend.
- (iii) Transfers of Registered Notes and the issue of new Registered Global Certificates or Registered Note Definitive Certificates, as the case may be, on transfer will be effected without charge by or on behalf of the Issuer or the Registrar, but upon payment of any tax or other governmental charges that may be imposed in relation to the transfer (or the giving of such indemnity as the Fiscal Agent or the Registrar may require) by the Holder.
- (iv) No Holder may require the transfer of a Registered Note to be registered (x) during the period of 15 days ending on (and including) the due date for redemption of the Registered Notes pursuant to Condition 7 (*Redemption and Purchase*), or (y) during the period of 15 days ending on (and including) the Record Date for any Interest Payment Date.
- (v) No Person (including any Indirect Holder) other than the Holder(s) will have any rights, or be owed any obligations by the Issuer, under the Registered Notes. Payments of principal, interest or any other amount in respect of Registered Notes will be made only to the Person shown on the Register as the registered holder of such Registered Note (i.e., the Holder) at close of business on the relevant Record Date.

(b) ***Transfer of Registered Notes represented by a Registered Global Certificate***

- (i) Registered Global Certificates may be transferred only in whole, but not in part, and only to a Relevant Clearing System or any of their respective successors or nominees except as provided below. Beneficial interests of Indirect Holders in Registered Notes represented by Registered Global Certificates will be transferred only in accordance with the rules and procedures of such Relevant Clearing System, the provisions of the Fiscal Agency Agreement and this Condition 3(b).
- (ii) A beneficial interest in a Registered Note represented by a Regulation S Registered Global Certificate may be transferred to a Person who takes delivery in the form of a beneficial interest in a Registered Note represented by a Rule 144A Registered Global Certificate during the Distribution Compliance Period, only if such exchange occurs in connection with a transfer of beneficial interests in the Registered Notes pursuant to Rule 144A and the transferor first delivers to the Fiscal Agent and the Registrar a written certificate substantially in the form of a certificate available on request from the Registrar to the effect that

the beneficial interests in the Registered Notes are being transferred to a Person who the transferor reasonably believes is a QIB within the meaning of Rule 144A under the US Securities Act, purchasing the beneficial interests in the Registered Notes for its own account or the account of a QIB in a transaction meeting the requirements of Rule 144A and in accordance with all applicable securities laws of the states of the United States and other jurisdictions.

- (iii) A beneficial interest in a Registered Note represented by a Rule 144A Registered Global Certificate may be transferred to a Person who takes delivery in the form of a beneficial interest in a Registered Note represented by a Regulation S Registered Global Certificate, whether before or after the expiration of the Distribution Compliance Period, only if the transferor first delivers to the Fiscal Agent and the Registrar a written certificate substantially in the form of a certificate available on request from the Registrar to the effect that the transfer is being conducted in compliance with Rule 903 or Rule 904 of Regulation S under the US Securities Act.
- (iv) Until the termination of the Distribution Compliance Period, beneficial interests in any Regulation S Registered Global Certificate may be held only through participants acting for and on behalf of Euroclear and/or Clearstream, Luxembourg, *provided* that this subclause (iv) shall not prohibit any transfer in accordance with subclause (ii) of this Condition 3(b).

(c) ***Transfer of Registered Notes represented by a Registered Note Definitive Certificate***

- (i) If and when Registered Note Definitive Certificates have been issued pursuant to Condition 2(c)(ii), one or more Registered Notes may be transferred only in accordance with the legends set forth upon the face of the relevant Registered Note Definitive Certificate and only upon the surrender (at the Specified Office of the Registrar) of the Registered Note Definitive Certificate representing such Registered Notes to be transferred, together with the form of transfer attached to such Registered Note Definitive Certificate (or another form of transfer substantially in the same form and containing the same representations and certifications (if any), unless otherwise agreed by the Issuer), duly completed and executed and any other evidence as the Fiscal Agent and the Registrar may reasonably require. A new Registered Note Definitive Certificate shall be issued to the transferee in respect of the Registered Notes that are the subject of the relevant transfer and, in the case of a transfer of part only of a holding of Registered Notes represented by one Registered Note Definitive Certificate, a new Registered Note Definitive Certificate in respect of the balance of the Registered Notes not transferred shall be issued to the transferor. In the case of a transfer of Registered Notes to a Person who is already a Holder, a new Registered Note Definitive Certificate representing the enlarged holding may be issued but only against surrender of the Registered Note Definitive Certificate representing the existing holding of such Person.
- (ii) Each new Registered Note Definitive Certificate to be issued pursuant to Condition 2(c)(ii) shall be available for delivery within three Relevant Banking Days of receipt of the form of transfer and surrender of the relevant Registered Note Definitive Certificate. Delivery of new Registered Note Definitive Certificate(s) will be made at the Specified Office of the Fiscal Agent to whom delivery and surrender of such form of transfer and Registered Note Definitive Certificate or, as the case may be, surrender of such Registered Note Definitive Certificate, will have been made or, at the option of the relevant Holder and as specified in the relevant form of transfer or otherwise in writing, be mailed by uninsured post at the risk of the Holder entitled to the new Registered Note Definitive Certificate to such address as may be so specified, unless such Holder requests otherwise and pays in advance to the Fiscal Agent the costs of such other method of delivery and/or such insurance as it may specify.

(d) **Rule 144A**

Each Registered Note that is initially sold in the United States to a QIB will not be registered under the US Securities Act, or with any securities regulatory authority of any state or other jurisdiction of the United States and may not be sold, pledged or otherwise transferred, except (w) in accordance with Rule 144A to a Person that the Holder and any Person acting on its behalf reasonably believe is a QIB that is acquiring the Registered Notes for its own account or for the account of one or more QIBs, (x) in an offshore transaction in accordance with Rule 903 or 904 of Regulation S under the US Securities Act, (y) pursuant to an exemption from registration under Rule 144 under the US Securities Act, if available or (z) pursuant to an effective registration statement under the US Securities Act, in each case, in accordance with any applicable securities laws of any state of the United States.

4. **STATUS OF THE NOTES**

The Notes constitute direct, unconditional, unsubordinated and unsecured obligations of the Issuer and rank *pari passu* and without any preference among themselves and with all other present and future unsecured and unsubordinated obligations of the Issuer, except for such obligations that are preferred in accordance with applicable law at the relevant time.

5. **[RESERVED]**

6. **INTEREST**

The relevant Pricing Supplement indicates whether the Notes are Fixed Rate Notes or Floating Rate Notes. Clause (a) of this Condition 6 applies to Fixed Rate Notes only. Clause (b) of this Condition 6 applies to Floating Rate Notes only.

(a) **Fixed Rate Notes**

(i) The Notes shall bear interest on their principal amount at the Fixed Rate of Interest from and including (or, in the case of Swiss Franc Notes, from but excluding) the Interest Commencement Date to but excluding (or, in the case of Swiss Franc Notes, to and including) (i) if the Notes are early redeemed pursuant to clause (b), (c) or (d) of Condition 7 (*Redemption and Purchase*), the applicable Early Redemption Date, or (ii) otherwise, the Maturity Date; *provided, however*, that if (upon due presentation thereof where presentation is required) payment with respect to any Note is improperly withheld or refused on such Early Redemption Date or the Maturity Date, as the case may be, interest will continue to accrue on the principal amount of such Note (both before and after judgment) at the Fixed Rate of Interest to but excluding (or, in the case of Swiss Franc Notes, to and including) the Relevant Date. Interest on the Notes will be payable in arrear on each Interest Payment Date.

(ii) *Calculation of amount of interest per Calculation Amount*

(A) The amount of interest payable in respect of the Notes on each Interest Payment Date per Calculation Amount will amount to the Fixed Coupon Amount, unless the relevant Pricing Supplement specifies that the Broken Amount is applicable to any such Interest Payment Date, in which case the amount of interest payable in respect of the Notes on such Interest Payment Date per Calculation Amount will amount to the Broken Amount.

(B) If interest is required to be paid in respect of a Note on any other date, the amount of interest payable per Calculation Amount will be calculated by:

- (1) applying the Fixed Rate of Interest to the Calculation Amount;
- (2) multiplying the product thereof by the Day Count Fraction; and

- (3) rounding the resulting figure to the nearest sub-unit of the Specified Currency (one half of any such sub-unit being rounded upwards).

(iii) *Calculation of amount of interest per Note*

The amount of interest payable in respect of a Note will be the product of:

- (A) the amount of interest per Calculation Amount; and
- (B) the number by which the Calculation Amount is required to be multiplied to equal the principal amount of such Note.

(b) *Floating Rate Notes*

- (i) The Notes will bear interest on their principal amount at the applicable Floating Rate of Interest from and including (or, in the case of Swiss Franc Notes, from but excluding) the Interest Commencement Date to but excluding (or, in the case of Swiss Franc Notes, to and including) (i) if the Notes are early redeemed pursuant to clause (b), (c) or (d) of Condition 7 (*Redemption and Purchase*), the applicable Early Redemption Date, or (ii) otherwise, the Maturity Date; *provided, however*, that if (upon due presentation thereof where presentation is required) payment with respect to any Note is improperly withheld or refused on such Early Redemption Date or the Maturity Date, as the case may be, interest will continue to accrue on the principal amount of such Note (both before and after judgment) at the applicable Floating Rate of Interest to but excluding (or, in the case of Swiss Franc Notes, to and including) the Relevant Date. Interest on the Notes will be payable in arrear on each Interest Payment Date.

(ii) *Calculation of Floating Rate of Interest*

The interest rate that will apply to the Notes for each Interest Period (the "**Floating Rate of Interest**") will, subject as provided below, be:

- (A) if the Reference Rate is the US Federal Funds Rate, the US Federal Funds Rate for such Interest Period;
- (B) in any other case,
  - (1) if the Reference Rate is a composite quotation or customarily supplied by one entity, the offered quotation; or
  - (2) in any other case, the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the offered quotations

(expressed as a percentage rate per annum) for the Reference Rate that appears on the Relevant Screen Page as at the Relevant Time on the Interest Determination Date in relation to such Interest Period plus or minus (as indicated in the relevant Pricing Supplement) the Margin (if any), all as determined by the Calculation Agent. In the case of subclause (2) above, if five or more of such offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or, if there is more than one such lowest quotation, one only of such quotations) shall be disregarded by the Calculation Agent for the purpose of determining the arithmetic mean (rounded as provided above) of such offered quotations.

If the Relevant Screen Page is not available or, if in the case of subclause (B)(1) of the immediately preceding paragraph, no such offered quotation appears or, in the case of subclause (B)(2) of the immediately

preceding paragraph, fewer than three such offered quotations appear, in each case as at the Relevant Time,

- (x) in the case of a Reference Rate other than LIBOR or EURIBOR, the Calculation Agent shall determine the Floating Rate of Interest in accordance with the provisions set forth in the relevant Pricing Supplement; and
- (y) in the case of LIBOR or EURIBOR, the Calculation Agent shall request each of the Reference Banks to provide the Calculation Agent with its bid rate or offered quotation (expressed as a percentage rate per annum) for the Reference Rate at approximately the Relevant Time on the relevant Interest Determination Date. If two or more of the Reference Banks provide the Calculation Agent with such rates or offered quotations, the Floating Rate of Interest for such Interest Period shall be the arithmetic mean (rounded if necessary to the fifth decimal place with 0.000005 being rounded upwards) of such rates or offered quotations plus or minus (as appropriate) the Margin (if any), all as determined by the Calculation Agent.

If on the relevant Interest Determination Date one only or none of the Reference Banks provides the Calculation Agent with such offered quotations, the Floating Rate of Interest for the relevant Interest Period shall be the rate per annum that the Calculation Agent determines as being the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the rates for deposits in the Specified Currency, as communicated to (and at the request of) the Calculation Agent by the Reference Banks or any two or more of them, at which such banks were offered, at approximately the Relevant Time on the relevant Interest Determination Date, for a period equal to that which would have been used for the Reference Rate by leading banks in the London interbank market (if the Reference Rate is LIBOR) or the Eurozone interbank market (if the Reference Rate is EURIBOR) plus or minus (as appropriate) the Margin (if any) or, if fewer than two of the Reference Banks provide the Calculation Agent with such offered rates, the offered rate for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, or the arithmetic mean (rounded as provided above) of the offered rate for deposits in the Specified Currency, at approximately the Relevant Time on the relevant Interest Determination Date, for a period equal to that which would have been used for the Reference Rate, at which any one or more banks (which bank or banks is or are in the opinion of the Issuer suitable for such purpose) informs the Calculation Agent it is quoting to leading banks in the London interbank market (if the Reference Rate is LIBOR) or the Eurozone interbank market (if the Reference Rate is EURIBOR) plus or minus (as appropriate) the Margin (if any); *provided, however*, that, if the Floating Rate of Interest cannot be determined in accordance with the foregoing provisions of this paragraph, the Floating Rate of Interest shall be determined as at the last preceding Interest Determination Date (though substituting, where a different Margin is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the

Margin relating to the relevant Interest Period, in place of the Margin relating to that last preceding Interest Period).

(iii) *Minimum and/or Maximum Floating Rate of Interest*

If the relevant Pricing Supplement specifies a Minimum Floating Rate of Interest for any Interest Period, then, in the event that the Floating Rate of Interest in respect of such Interest Period determined in accordance with the provisions of subclause (ii) of this Condition 6(b) is less than such Minimum Floating Rate of Interest, the Floating Rate of Interest for such Interest Period will be such Minimum Floating Rate of Interest. Unless otherwise stated in the relevant Pricing Supplement, the Minimum Floating Rate of Interest will be zero.

If the relevant Pricing Supplement specifies a Maximum Floating Rate of Interest for any Interest Period, then, in the event that the Floating Rate of Interest in respect of such Interest Period determined in accordance with the provisions of subclause (ii) of this Condition 6(b) is greater than such Maximum Floating Rate of Interest, the Floating Rate of Interest for such Interest Period will be such Maximum Floating Rate of Interest.

(iv) *Determination of Floating Rate of Interest and Interest Amount in relation to an Interest Period*

On the relevant Interest Determination Date for each Interest Period, the Calculation Agent will, as soon as practicable after the Relevant Time, determine the Floating Rate of Interest for such Interest Period and calculate the amount of interest payable per Calculation Amount on the Interest Payment Date in relation to such Interest Period (each, an "**Interest Amount**").

(v) *Calculation of amount of interest per Calculation Amount*

The amount of interest payable on any date (including, for the avoidance of doubt, any Interest Payment Date) per Calculation Amount will be calculated by:

- (A) applying the applicable Floating Rate of Interest to the Calculation Amount;
- (B) multiplying the product thereof by the Day Count Fraction; and
- (C) rounding the resulting figure to the nearest sub-unit of the Specified Currency (one half of any such sub-unit being rounded upwards).

(vi) *Calculation of amount of interest per Note*

The amount of interest payable in respect of a Note will be the product of:

- (A) the amount of interest per Calculation Amount; and
- (B) the number by which the Calculation Amount is required to be multiplied to equal the principal amount of such Note.

- (vii) *Notification of Floating Rate of Interest, Interest Amount and interest amount payable upon early redemption*

With respect to each Interest Period, as soon as practicable after such determination but in any event not later than the first day of the relevant Interest Period, the Calculation Agent will cause (x) the relevant Floating Rate of Interest and the relevant Interest Amount determined by it, together with the relevant Interest Payment Date in relation to such Interest Period, to be notified to the Issuer, the Relevant Agent and the Paying Agents, and (y) the relevant Floating Rate of Interest determined by it to be notified to any stock exchange or other relevant authority on which the Notes are at the relevant time listed and to be published in accordance with Condition 14 (*Notices*).

The Calculation Agent shall calculate any interest amount payable on the Early Redemption Date (if the Notes are to be redeemed pursuant to clause (b), (c) or (d) of Condition 7 (*Redemption and Purchase*)) and cause such interest amount to be notified to Issuer, the Relevant Agent and the Paying Agents and to any stock exchange or other relevant authority on which the Notes are at the relevant time listed and to be published in accordance with Condition 14 (*Notices*) no later than two Business Days prior to the Early Redemption Date.

- (viii) *Notifications, etc. to be final*

All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes this Condition 6(b), will (in the absence of wilful misconduct, bad faith and manifest error) be binding on the Issuer, the Calculation Agent, the Relevant Agent, the Paying Agents and the Holders, and (in the absence of wilful misconduct, bad faith and gross negligence) no liability to the Issuer or the Holders will attach to the Calculation Agent in connection with the exercise or non-exercise by the Calculation Agent of its powers, duties and discretions under this Condition 6(b).

## 7. REDEMPTION AND PURCHASE

- (a) *Final redemption*

Unless previously redeemed, or purchased and cancelled, the Notes will be redeemed on the Maturity Date at the Final Redemption Amount, together with accrued and unpaid interest thereon to but excluding (or, in the case of Swiss Franc Notes, to and including) the Maturity Date, if any.

- (b) *Early redemption due to a Tax Event*

(i) Subject to clause (e) of this Condition 7, upon the occurrence of a Tax Event at any time after the Issue Date, the Issuer may elect, in its sole discretion, to redeem the Notes, in whole but not in part, on the relevant Early Redemption Date at the Tax Redemption Amount, together with any accrued and unpaid interest thereon to but excluding (or, in the case of Swiss Franc Notes, to and including) such Early Redemption Date.

(ii) A "**Tax Event**" will have occurred if the Issuer in making any payments on the Notes (A) has paid, or will or would on the next payment date be required to pay, Additional Amounts, or (B) has paid, or will or would be required to pay, any additional Tax in respect of the Notes, in the case of each of subclauses (A) and (B) of this clause (ii), as a result of any changes in, or amendment to, the laws or regulations of a Tax Jurisdiction or any political subdivision thereof or any authority of or in a Tax Jurisdiction or any political subdivision thereof having the power to impose, levy, collect, withhold or assess Taxes, including, without limitation, any treaty to which a Tax Jurisdiction is a party, or any generally published application or interpretation of such laws (including, without limitation, a decision of any court or tribunal, any generally published



application or interpretation of such laws by any relevant tax authority or any generally published pronouncement by any relevant tax authority), and the Issuer cannot avoid the foregoing by taking measures reasonably available to it.

(c) **Early redemption due to a Restoration Event**

(i) Subject to clause (e) of this Condition 7, upon the occurrence of a Restoration Event, if the Notes have not been fully written-down and/or converted into equity of UBS Group AG, the Issuer may elect, in its sole discretion, to redeem the Notes, in whole but not in part, on the relevant Early Redemption Date by:

- (A) subject to subclause (ii) of this Condition 7(c), delivering to the Holders, in lieu of cash, one Replacement Note per Note held (in the case of Notes represented by Definitive Certificates, against presentation and surrender of the relevant Definitive Certificate); and
- (B) paying to the Holders in cash any accrued and unpaid interest on the Notes to but excluding (or, in the case of Swiss Franc Notes, to and including) the relevant Early Redemption Date (but only to the extent that such interest has not been written-down and cancelled or converted into equity of UBS Group AG in connection with the relevant UBS Group Restructuring Proceedings),

in each case on the relevant Early Redemption Date.

Upon such delivery and payment, the Issuer's obligations in respect of the Notes will be discharged (and, in the case of Notes represented by Definitive Certificates, no further payment will be made on, and the Issuer will have no further obligations in respect of, such Notes, pending their presentation and surrender in accordance with this Condition 7(c)).

(ii) No fractions of Replacement Notes will be delivered to the Holders pursuant to subclause (i)(A) of this Condition 7(c). Instead, the aggregate amount of Replacement Notes to be delivered to any Holder will be rounded down to the nearest Calculation Amount, and the Issuer will pay a cash amount in the Specified Currency to such Holder equal to the fractional amount of the principal amount of such Replacement Notes so rounded down, *provided* that the relevant cash amount in the Specified Currency will be rounded to the nearest sub-unit of the Specified Currency (one half of any such sub-unit being rounded upwards).

(iii) "**Replacement Notes**" means securities (A) to be issued by any subsidiary of UBS Group AG of which at least 95 per cent. of such subsidiary's capital and voting rights are held, directly or indirectly, by UBS Group AG (such subsidiary, the "**Replacement Notes Issuer**"), with the benefit of a guarantee issued by UBS Group AG on substantially similar terms as the Original Guarantee, (B) otherwise having the same terms as the Notes (including, without limitation, the same denomination per Note) at the time of the relevant Early Redemption Date, (C) having an aggregate principal amount equal to the aggregate principal amount of the Notes outstanding on the relevant Early Redemption Date and (D) on which interest will begin to accrue from and including (or, in the case of Swiss Franc Notes, from and excluding) the relevant Early Redemption Date (*i.e.*, the issue date of the Replacement Notes); *provided, however*, that, if the Replacement Notes Issuer is organised under the laws of, or a resident for tax purposes in, a jurisdiction other than a Tax Jurisdiction, the terms of the Replacement Notes contain such provisions as may be necessary to ensure that each Holder has the benefit of an undertaking on terms corresponding to the provisions of Condition 9 (*Taxation*) with respect to such jurisdiction in relation to the payment of all amounts due and payable under, or in respect of, the Replacement Notes and in relation to the guarantee thereof.

- (iv) A "**Restoration Event**" will have occurred if, following a Restructuring Event, the Swiss Resolution Authority publishes a notice stating that the UBS Group Restructuring Proceedings have been lifted or completed; *provided, however*, that if the Restructuring Event occurred as a result of Bank Restructuring Proceedings only, and no UBS Group Restructuring Event has since occurred, then a "**Restoration Event**" is deemed to have occurred if, following a Restructuring Event, the Swiss Resolution Authority publishes a notice stating that the Bank Restructuring Proceedings have been lifted or completed.

(d) ***Early redemption at the option of the Issuer (Issuer Call)***

The relevant Pricing Supplement indicates whether the Notes are subject to redemption at the option of the Issuer prior to the Maturity Date (other than upon a Tax Event or a Restoration Event) (an "**Issuer Call**"). If the Issuer Call is specified as being applicable in the relevant Pricing Supplement, then, subject to clause (e) of this Condition 7, the Issuer may elect, in its sole discretion, to redeem the Notes, in whole but not in part, on any Optional Redemption Date at the Optional Redemption Amount, together with any accrued and unpaid interest thereon to but excluding (or, in the case of Swiss Franc Notes, to and including) such Optional Redemption Date.

(e) ***Conditions for early redemption***

- (i) If the Issuer elects to redeem the Notes pursuant to clause (b), (c) or (d) of this Condition 7, the Issuer shall give the Holders not less than 30 and not more than 60 days' (or such other period as may be specified in the relevant Pricing Supplement) prior notice in accordance with Condition 14 (*Notices*) (an "**Early Redemption Notice**"), which notice will, subject to clause (v) of this Condition 7(e), be irrevocable and must specify (x) the clause of this Condition 7 pursuant to which the redemption is to be made, (y) if any Definitive Certificates have been issued, the method by which Notes to be redeemed will be tendered, and (z) the date (which shall be a Business Day) on which the Issuer will redeem the Notes pursuant to such clause of this Condition 7 (such specified date, the "**Early Redemption Date**").
- (ii) The Issuer may only redeem the Notes pursuant to clause (b), (c) or (d) of this Condition 7 if FINMA has approved such redemption on or prior to the relevant Early Redemption Date, if such approval is then required under applicable Swiss laws and regulations.
- (iii) If the Issuer elects to redeem the Notes pursuant to clause (b) of this Condition 7, then prior to the publication of the relevant Early Redemption Notice pursuant to clause (i) of this Condition 7(e), the Issuer shall deliver to the Relevant Agent a certificate signed by two Authorised Signatories stating that the relevant requirement or circumstance giving rise to the right to redeem under clause (b) of this Condition 7 is satisfied and the reasons therefor and such certificate will be conclusive and binding on the Holders.
- (iv) The Issuer may only redeem the Notes pursuant to clause (c) of this Condition 7 if (A) an exemption exists from the requirement to register the Replacement Notes Issuer as an investment company under the US Investment Company Act and the requirement to register the Replacement Notes under the US Securities Act, (B) the Issuer has made all such filings and obtained all necessary governmental and other approvals and consents for such redemption and issuance of the guarantee in relation to the Replacement Notes, and the Replacement Notes Issuer has made all such filings and obtained all necessary governmental and other approvals and consents for issuance of the Replacement Notes and the performance of its obligations thereunder, (C) the Issuer has obtained legal opinions containing no untoward qualifications from independent legal advisors in Switzerland and the country in which the Replacement Notes Issuer is incorporated to the effect that the obligations of the Replacement Notes Issuer and the Issuer under the Replacement Notes and the guarantee thereof,

respectively, are its legal, valid and binding obligations, and that all consents and approvals described in subclause (B) of this clause (iv) have been obtained, (D) if the Replacement Notes Issuer is not organised under the laws of Switzerland, the Replacement Notes Issuer has appointed a process agent as its agent in Switzerland to receive service of process on its behalf in relation to any legal proceedings arising out of or in connection with the Replacement Notes, and (E) no Voluntary Issuer Substitution has occurred since the relevant Restoration Event.

- (v) Notwithstanding the foregoing, if the Issuer has delivered an Early Redemption Notice pursuant to this Condition 7, but, prior to the payment of the redemption amount with respect to such redemption, a Restructuring Event occurs, then such Early Redemption Notice will be automatically rescinded and will be of no force and effect, such redemption will be cancelled, payment of the redemption amount in respect of such Early Redemption Notice will no longer be due and payable and no such redemption of the Notes will take place.

(f) ***Purchases***

The Issuer or any other member of the Group or any of their respective affiliates may at any time purchase Notes at any price in the open market or otherwise, *provided* that, other than in the case of purchases made in connection with stabilisation measures in compliance with applicable law or in connection with any market making in the Notes, FINMA has approved such purchase (if such approval is then required under applicable Swiss laws and regulations) on or prior to the date of such purchase. Any Notes so purchased may, at the option of the Issuer, be held, reissued, resold or surrendered to the Relevant Agent for cancellation.

(g) ***Cancellation***

All Notes redeemed in accordance with this Condition 7 will be cancelled and may not be reissued or resold. All Notes purchased and surrendered to the Relevant Agent pursuant to clause (f) of this Condition 7 shall be immediately cancelled upon surrender and may not be reissued or sold.

**8. PAYMENTS; AGENTS**

- (a) All payments required to be made under the Notes will be made available in good time in freely disposable funds in the Specified Currency, which will be placed at the free disposal of the Relevant Agent on behalf of the Holders. If the Scheduled Due Date for any payment (whether in respect of principal, interest or otherwise) in respect of the Notes is not a Business Day, then the Holders will not be entitled to payment thereof until the first Business Day immediately following the Scheduled Due Date, and the Holders will not be entitled to any additional sum in relation to such payment. All payments required to be made under the Notes (including, without limitation, any Additional Amounts) shall be made to the Holders in the Specified Currency without collection costs, without any restrictions and whatever the circumstances may be, irrespective of nationality, domicile or residence of the relevant Holder and without certification, affidavit or the fulfilment of any other formality; *provided, however*, that, in the case of Definitive Certificates, such Notes must be presented and, in the case of redemption, surrendered at the Specified Office of the relevant Paying Agent as a condition to receipt of any such payment.
- (b) The receipt by the Relevant Agent of the due and punctual payment of funds in the Specified Currency will release the Issuer from its obligations under the Notes to the extent of such payment.
- (c) Subject to clause (d) of this Condition 8,
  - (i) the Issuer reserves the right to terminate the appointment of any Agent, as well as to appoint or, after any such appointment, to terminate the appointment of,

one or more other paying agents to carry out any payment, calculation or other functions in respect of the Notes (each, a "**Paying Agent**"), *provided* that (A) so long as any Note is outstanding, (x) in the case of Registered Notes, there will at all times be a Fiscal Agent and a Registered Note Registrar, (y) in the case of Bearer Notes, there will at all times be a Principal Paying Agent and, if Note Definitive Certificates have been printed, a Definitive Note Registrar, and (z) in the case of Floating Rate Notes, there will always be a Calculation Agent, and (B) in the case of Notes listed on the SIX Swiss Exchange, for so long as the Notes are listed on the SIX Swiss Exchange, the Issuer shall maintain a Paying Agent in Switzerland, which agent shall have an office in Switzerland and be a bank or securities dealer subject to supervision by FINMA, to perform the functions of a Swiss paying agent (the "**Swiss Paying Agent**"), and (C) in the case of Floating Rate Notes, any successor Calculation Agent must be a leading bank or financial institution that is experienced in the calculations or determinations to be made by the Calculation Agent; and

- (ii) if at any time (A) in the case of Registered Notes, the Fiscal Agent or the Registered Note Registrar, (B) in the case of Bearer Notes, the Principal Paying Agent or, if Note Definitive Certificates have been printed, the Definitive Note Registrar, (C) in the case of Floating Rate Notes, the Calculation Agent, or (D) any Paying Agent, if such Paying Agent is the only Paying Agent located in a place where the Issuer is required to maintain a Paying Agent under the Terms and Conditions of the Notes, (x) becomes incapable of acting, or (y) is adjudged bankrupt or insolvent, or files a voluntary petition in bankruptcy, or makes an assignment for the benefit of its creditors, or consents to the appointment of a receiver of all or any substantial part of its property, or admits in writing its inability to pay or meet its debts as they mature, or if an order of any court is entered approving any petition filed by or against it under the provisions of any applicable bankruptcy or insolvency law, or if a receiver of it or of all or any substantial part of its property is appointed, or if any public officer takes charge or control of it or of its property or affairs for the purpose of rehabilitation, conservation or liquidation (any such event, an "**Agent Insolvency Event**"), then the Issuer will terminate the appointment of such Agent in accordance with the Agency Agreement and appoint a successor Agent; and
- (iii) in the case of Floating Rate Notes, if at any time the Calculation Agent fails to duly calculate the Floating Rate of Interest and the Interest Amount for any Interest Period or the interest amount payable on the Early Redemption Date (if the Notes are to be redeemed pursuant to clause (b), (c) or (d) of Condition 7 (*Redemption and Purchase*)), then the Issuer will terminate the appointment of the Calculation Agent in accordance with the Agency Agreement and appoint a successor Calculation Agent; *provided, however*, that, if the Calculation Agent duly calculates such Floating Rate of Interest, Interest Amount, or interest amount payable on the Early Redemption Date, as the case may be, prior to its termination (and the appointment of its successor) taking effect in accordance with clause (d) of this Condition 8, the Issuer may elect, in its sole discretion and upon written notice to the Holders pursuant to Condition 14 (*Notices*), to cancel such termination (and appointment).
- (d) Any appointment or termination of appointment of, or any resignation by, any Agent may only take effect not more than 45 and not less than 30 days after the Issuer has notified the Holders of such appointment, termination or resignation pursuant to Condition 14 (*Notices*); *provided, however*, that, in the case of the termination of an Agent with respect to which an Agent Insolvency Event has occurred, such termination may take effect prior the expiry of such 30-day notice period, so long as a successor Agent has been appointed to the extent required by the immediately succeeding sentence. Notwithstanding the foregoing, any termination of the appointment of, or resignation by, (i) in the case of Registered Notes, the Fiscal Agent or the Registered Note Registrar, (ii) in the case of Bearer Notes, the Principal Paying Agent or, if Note Definitive Certificates have been printed, the Definitive Note Registrar, (iii) any Paying Agent, if such Paying Agent is the only Paying Agent located in a place where the Issuer is

required to maintain a Paying Agent under the Terms and Conditions of the Notes, or (iv) in the case of Floating Rate Notes, the Calculation Agent, may not take effect until the Issuer has appointed a successor Fiscal Agent, Registrar, Principal Paying Agent, Paying Agent or Calculation Agent, as applicable; *provided, however*, that, if no such successor has been appointed within 30 days of the scheduled effectiveness of such termination or resignation, any Holder (on behalf of itself and all others similarly situated) or, pursuant to and in accordance with the Agency Agreement, (A) in the case of Registered Notes, the Fiscal Agent or the Registered Note Registrar, (B) in the case of Bearer Notes, the Principal Paying Agent or, if Note Definitive Certificates have been printed, the Definitive Note Registrar, (C) any Paying Agent or (D) in the case of Floating Rate Notes, the Calculation Agent, as the case may be, may petition any court of competent jurisdiction for the appointment of a successor, at the expense of the Issuer.

- (e) Should the Swiss Resolution Authority order any Restructuring Protective Measures that result in the deferment of any payments of principal of, and/or interest on, the Notes when otherwise due and payable, such payments will be deferred for the period for which the Swiss Resolution Authority requires any such deferment (with respect to any such payment, the "**Restructuring Deferral Period**"), and the Holders will not be entitled to any additional sum in relation to such deferred payment. Any payment of principal of, and/or interest on, the Notes that was due or became due, or which would otherwise have become due, but was not paid in accordance with the immediately preceding sentence will be payable (only to the extent such principal and/or interest was not subsequently fully or partially written-down and cancelled and/or converted into equity of UBS Group AG during the relevant UBS Group Restructuring Proceedings) on the later of (i) the first Interest Payment Date immediately following the relevant Restructuring Deferral Period and (ii) the date that is 30 days after the date on which the relevant Restructuring Deferral Period ended. If the Swiss Resolution Authority orders any Restructuring Protective Measures that result in the deferment of any payments of principal of, and/or interest on, the Notes when otherwise due and payable, the Issuer will provide written notice to the Fiscal Agent and the Holders of such order and deferral in accordance with Condition 14 (*Notices*) as soon as practicable thereafter.

## 9. TAXATION

- (a) All payments to be made by or on behalf of the Issuer in respect of the Notes (including, for the avoidance of doubt, payments by a Paying Agent) shall be made without withholding or deduction for, or on account of, any present or future taxes, duties, assessments or other government charges of any nature ("**Taxes**") imposed, levied, collected, withheld or assessed by or on behalf of any Tax Jurisdiction or any political subdivision thereof or any authority of or in a Tax Jurisdiction or any political subdivision thereof having the power to impose, levy, collect, withhold or assess Taxes, unless withholding, deduction or accounting for such Taxes is required by law.
- (b) In the event that any payment to be made by or on behalf of the Issuer in respect of the Notes (including, for the avoidance of doubt, payments by a Paying Agent) is subject to any withholding or deduction for, or on account of, any Taxes by requirement of law in a Tax Jurisdiction, the Issuer shall pay such additional amounts as will result in the Holders receiving the amounts that they would have received in respect of the Notes if no such withholding or deduction had been required ("**Additional Amounts**").
- (c) No Additional Amounts will be payable by the Issuer pursuant to clause (b) of this Condition 9 in relation to any Note:
  - (i) if the relevant Holder is liable for such Taxes on such Note as a result of having some connection with the relevant Tax Jurisdiction other than its mere ownership or possession of such Note or the receipt of principal or interest in respect thereof; or
  - (ii) if such Taxes are a result of such Note having been presented for payment (where presentment is required) more than 30 days after the Relevant Date, except to the extent that the Holder would have been entitled to receive the

Additional Amounts if it had presented such Note for payment on the last day of the 30-day period; or

- (iii) where such withholding or deduction is required to be made pursuant to the EU Savings Tax Directive, or any law implementing or complying with, or introduced in order to conform to, the EU Savings Tax Directive or pursuant to any agreements between the European Community and any other country or territory, or any law implementing or complying with such agreements, providing for measures equivalent to those laid down in the EU Savings Tax Directive; or
  - (iv) if the relevant Holder would have been able to avoid such withholding or deduction by arranging to receive payment through, or presenting such Note (where presentment is required) to, another Paying Agent (if more than one is appointed) in another Member State of the European Union; or
  - (v) with respect to any Tax collected pursuant to Sections 1471 through 1474 of the US Internal Revenue Code, as amended (the "**Code**"), the regulations promulgated thereunder, or applicable inter-governmental agreements or agreements with the United States Internal Revenue Service entered into in connection with the implementation of such sections of the Code, or legislation enacted by a non-United States jurisdiction in connection with the implementation of such sections of the Code ("**FATCA**"); or
  - (vi) where such withholding or deduction is required to be made pursuant to an agreement between Switzerland and another country or countries on final withholding taxes levied by Swiss paying agents in respect of Persons resident in the other country or countries on income of such Person on Notes booked or deposited with a Swiss paying agent (*Abgeltungssteuer*); or
  - (vii) where such withholding or deduction is required to be made pursuant to laws enacted by Switzerland providing for the taxation of payments according to principles similar to those laid down in the draft legislation of the Swiss Federal Council of 17 December 2014, or otherwise changing the Swiss federal withholding tax system from an issuer-based system to a paying agent-based system pursuant to which a Person other than the issuer is required to withhold tax on any interest payments; or
  - (viii) if a Restoration Event has occurred and (A) the Issuer has exercised its right to early redeem the Notes pursuant to clause (c) of Condition 7 (*Redemption and Purchase*), and (B) the relevant Early Redemption Date is no more than 115 Business Days after the date on which such Restoration Event occurred, where such withholding or deduction is imposed on any payment to the Holders of any accrued and unpaid interest on the Notes up to but excluding (or, in the case of Swiss Franc Notes, up to and including) the relevant Early Redemption Date; or
  - (ix) to the extent any combination of clauses (i) through (viii) above applies.
- (d) Any reference in the Terms and Conditions of the Notes to amounts payable by the Issuer in respect of the Notes includes (i) any Additional Amount payable pursuant to this Condition 9 and (ii) any sum payable pursuant to an obligation taken in addition to or in substitution for the obligation in this Condition 9.

## 10. STATUTE OF LIMITATIONS

In accordance with Swiss law, (a) claims for interest payments under the Notes will become time-barred after the five-year period and (b) claims for the repayment or redemption of Notes will become time-barred after the ten-year period, in each case, commencing on the date on which such payments, repayment or redemption become due and payable.

11. **CONSOLIDATION, MERGER OR SALE**

The Issuer will not consolidate with, merge with or into, or sell, convey, transfer or otherwise dispose of all or substantially all of its property and assets (as an entirety or substantially as an entirety in one transaction or a series of related transactions) to, any Person (other than with, into or to UBS Group AG or any Person of which at least 95 per cent. of such Person's capital and voting rights are held, directly or indirectly, by UBS Group AG) or permit any Person to merge with or into the Issuer unless (a) the Issuer will be the continuing Person, or (b) the Person formed by such consolidation or into which the Issuer is merged or that acquired such property and assets of the Issuer expressly assumes in writing (or, in the case of an acquisition of property and assets, guarantees) all of the obligations of the Issuer under the Notes.

12. **EVENTS OF DEFAULT**

Each of the following events will constitute an "**Event of Default**":

- (a) the Issuer fails to pay the principal amount of, or any interest on, any Note if and when the same becomes due and payable under the Notes, and such failure continues unremedied by the Issuer for a period of 30 days; or
- (b) the Issuer fails to observe or perform any other covenant, condition, or agreement contained in the Terms and Conditions of the Notes, and such failure continues unremedied for a period of 60 days after written notice thereof from any Holder to the Issuer; or
- (c) any order is made by any competent court or other authority or resolution passed by the Issuer for the dissolution or winding-up of the Issuer, or for the appointment of a liquidator, receiver, administrator or manager of the Issuer or of all or a substantial part of its assets, or anything analogous occurs, in any jurisdiction, to the Issuer, other than in connection with a solvent reorganisation, reconstruction, amalgamation or merger; or
- (d) the Issuer stops payment or is unable to, or admits to creditors generally its inability to, pay its debts as they fall due, or is adjudicated or found bankrupt or insolvent, or enters into any composition or other arrangements with its creditors generally;

*provided, however,* that neither (i) a UBS Group Restructuring Event, nor (ii) the exercise of any Swiss Resolution Power with respect to UBS Group AG that requires or results in any write-down and cancellation and/or conversion into equity of UBS Group AG of the entire, or a portion of, the principal of, and/or accrued interest on, the Notes, nor (iii) the ordering of any Restructuring Protective Measures that require or result in the deferment of payment of principal and/or interest in respect of the Notes nor (iv) any consequences resulting from any of the foregoing will constitute a default or an Event of Default. For the avoidance of doubt, any consequences resulting from any Protective Measures ordered by the Swiss Resolution Authority with respect to UBS Group AG that are ordered outside of and independently of any UBS Group Restructuring Proceedings that would otherwise constitute a default or an Event of Default will constitute a default or an Event of Default, as applicable.

If an Event of Default has occurred and is continuing, the Holders of at least 25 per cent. in aggregate principal amount of the outstanding Notes may, by notice in writing given to the Relevant Agent at its Specified Office, declare all the Notes to be immediately due and payable, whereupon they will become immediately due and payable at their principal amount together with accrued interest (if any) thereon to the date of repayment without further formality unless such Event of Default has been remedied prior to the receipt of such notice by the Relevant Agent, and the Relevant Agent has actual knowledge of such remedy.

13. **REPLACEMENT**

If any Certificate is lost, stolen, mutilated, defaced or destroyed, it may be replaced at the Specified Office of the Registrar (or, in the case of Bearer Notes, if Definitive Certificates have not been printed, of the Principal Paying Agent) upon payment by the claimant of the fees, costs and expenses incurred by the Registrar (or, in the case of Bearer Notes, if Definitive Certificates have not been printed, of the Principal Paying Agent) and the Issuer in connection therewith and

on such terms as to evidence, security and indemnity (which may provide, among other things, that if the Certificate allegedly or actually lost, stolen or destroyed is subsequently presented for payment, there shall be paid to the Issuer on demand the amount payable by the Issuer in respect of such Certificate subsequently presented) as the Issuer or the Relevant Agent may require. Mutilated or defaced Certificates must be surrendered before replacements will be issued.

#### 14. NOTICES

(a) *Notes listed on the SIX Swiss Exchange*

In the case of Notes that are listed on the SIX Swiss Exchange, notices to Holders shall be given by the Issuer (i) by means of electronic publication on the internet website of the SIX Swiss Exchange ([www.six-swiss-exchange.com](http://www.six-swiss-exchange.com)), where notices are currently published under the address [www.six-swiss-exchange.com/news/official\\_notices/search\\_en.html](http://www.six-swiss-exchange.com/news/official_notices/search_en.html), or (ii) otherwise in accordance with the regulations of the SIX Swiss Exchange. Any notice will be deemed to be validly given on the date of such publication or, if published more than once, on the date of the first such publication.

If the Notes are for any reason no longer listed on the SIX Swiss Exchange:

(i) in the case of Bearer Notes:

- (A) if Note Definitive Certificates have not been printed, notices to Holders shall be given by communication through the Principal Paying Agent to SIS (or such other Intermediary) for forwarding to the Holders, which notice will be deemed to be validly given on the date of communication to SIS (or such Intermediary); and
- (B) if Note Definitive Certificates have been printed, notices to Holders will be sent by first class mail to the Holders at their respective addresses as recorded in the Note Definitive Register, which notice will be deemed to be validly given on the fourth Business Day after the date of such mailing; and

(ii) in the case of Registered Notes:

- (A) if such Registered Notes are represented by one or more Registered Global Certificates deposited with a custodian for DTC, notices to Holders shall only be required to be given in accordance with clause (c) of this Condition 14; and
- (B) if the Registered Global Certificate(s) have been exchanged for Registered Note Definitive Certificates, notices to Holders will be sent by first class mail to the Holders at their respective addresses as recorded in the Note Definitive Register, which notice will be deemed to be validly given on the fourth Business Day after the date of such mailing.

(b) *Notes not listed on the SIX Swiss Exchange*

In the case of Notes that are not listed on the SIX Swiss Exchange, notices to Holders shall be given by the Issuer in the manner specified in the relevant Pricing Supplement.

(c) *Registered Notes represented by Registered Global Certificates*

In the case of Registered Notes, so long as such Registered Notes are represented by one or more Registered Global Certificates deposited with a custodian for DTC, any notices required to be given by the Issuer to the Holders hereunder shall also be given to the Indirect Holders through the Fiscal Agent to DTC for forwarding to the Indirect Holders. Any such notice will be deemed to be validly given on the date of delivery to DTC.



## 15. MEETINGS OF HOLDERS

- (a) A meeting of the Holders (a "**Holders' Meeting**") (i) may be convened at any time by the Issuer and (ii) shall be convened by the Issuer if required in writing by Holders who (x) hold not less than 10 per cent. of the aggregate principal amount of the Notes then outstanding and (y) are entitled to participate and vote at a Holders' Meeting pursuant to clauses (f) and (h) of this Condition 15. In the case of subclause (ii) of this Condition 15(a), upon receipt of written notice from such Holders that a Holders' Meeting is required, the Issuer shall convene such a meeting as soon as commercially possible.
- (b) The costs for any Holders' Meeting will be borne by the Issuer, unless the Issuer was required to convene such Holders' Meeting by Holders, in which case, the Holders that required the convening of such meeting will bear the costs therefor (with each such Holder bearing the same percentage of such costs as the percentage it held of the aggregate principal amount of the Notes held by all Holders requesting such meeting at the time of such request).
- (c) A Holders' Meeting may consider any matter affecting the interests of the Holders, including, without limitation, any modification of, or arrangement in respect of, the Terms and Conditions of the Notes or the Notes.
- (d) Notice convening a Holders' Meeting shall be given at least 20 calendar days prior to the proposed date thereof. Such notice must (i) be given in accordance with Condition 14 (*Notices*), (ii) state generally the nature of the business to be transacted at such Holders' Meeting, (iii) if an Extraordinary Resolution is being proposed, contain the wording of the proposed resolution or resolutions, and (iv) specify the date, time and location of such Holders' Meeting and the formal requirements described in clause (f) of this Condition 15. The Issuer (at its head office) and the Relevant Agent (at its Specified Office) will make a copy of any such notice available for inspection by the Holders during normal business hours upon written request by the relevant Holder.
- (e) All Holders' Meetings will be held in Zurich, Switzerland. The chairperson to lead and preside over any Holders' Meeting (the "**Chairperson**") may be nominated by the Issuer in writing. If no Person has been so nominated or if the nominated Person is not present at the Holders' Meeting within 30 minutes after the time fixed for such Holders' Meeting, the Holders present shall choose the Chairperson.

It will be the Chairperson's duty to determine the presence of Persons entitled to vote at the Holders' Meeting and whether a quorum is present in accordance with clause (g) of this Condition 15. The Chairperson will instruct the Holders as to the procedure of the Holders' Meeting and the resolutions to be considered.

In the case of a tie vote, the Chairperson will have the deciding vote.

A declaration by the Chairperson that a quorum is present in accordance with clause (g) of this Condition 15 or that a resolution has been supported or not been supported by the percentage of votes cast required by clause (i) of this Condition 15 will be conclusive and binding.

- (f) Each Person who produces a Note or a certificate by a bank relating to the relevant Holders' Meeting is entitled to attend and to vote on the resolutions proposed at such Holders' Meeting. Any such certificate must (i) be dated before the date of the relevant Holders' Meeting, (ii) confirm that the relevant Notes are deposited in a securities account (*Effektenkonto*) with the certifying bank and will remain so deposited with such bank until and including the date of such Holders' Meeting and (iii) confirm such bank has not issued any other such certificate with respect to such Notes.
- (g) The presence quorum (*Präsenzquorum*) necessary in order to vote on resolutions proposed at a Holders' Meeting will be Persons (or the representative of Persons) entitled to vote pursuant to clauses (f) and (h) of this Condition 15 who in the aggregate hold at

least (i) in the case of an Ordinary Resolution, 25 per cent., and (ii) in the case of an Extraordinary Resolution, two-thirds of the aggregate principal amount of the Notes outstanding at the time of such Holders' Meeting.

If within 30 minutes after the time fixed for any Holders' Meeting a quorum determined in accordance with this clause (g) is not present, the Holders' Meeting will be dissolved.

- (h) Holders' voting rights will be determined according to the principal amount of outstanding Notes held. Subject to the requirements of clause (f) of this Condition 15, each Holder is entitled to one vote per Calculation Amount of Notes held.

Notwithstanding the foregoing, Notes held at the time of any Holders' Meeting by or on behalf of the Issuer or any other Person

- (i) that directly or indirectly owns or controls more than 50 per cent. of the equity share capital of the Issuer; or

(i) of which more than 50 per cent. of the equity share capital is controlled by the Issuer directly or indirectly; or

(ii) with respect to which the Issuer is in a position to exercise, directly or indirectly, control over the decisions or actions of such Person or representative thereof, irrespective of whether or not such Person is affiliated with the Issuer,

will not entitle their Holder or any other Person to vote at such Holders' Meeting.

(iii) An Ordinary Resolution and an Extraordinary Resolution will be validly passed if approved by 51 per cent. and two-thirds, respectively, of votes cast at a duly convened Holders' Meeting held in accordance with this Condition 15.

- (j) Any resolution approved at a Holders' Meeting held in accordance with this Condition 15 will be conclusive and binding on the Issuer and on all present or future Holders, whether present or not at the Holders' Meeting, and regardless of whether such Holders have approved such resolution. The Holders will not be entitled to any improvement of their position vis-à-vis the Issuer pursuant to a resolution approved at a Holders' Meeting without prior written approval of the Issuer. Any resolution approved at a Holders' Meeting that increases the obligations of the Issuer under the Terms and Conditions of the Notes or the Notes will become effective only after written approval of the Issuer.

- (k) Notwithstanding this Condition 15, no Ordinary Resolution or Extraordinary Resolution will be required to be approved and no other form of Holder consent will be required (i) in relation to or as a result of the exercise of Swiss Resolution Power and/or the ordering or Restructuring Protective Measures, including, without limitation, in the case of any amendment to the Terms and Conditions of the Notes or the Notes that is made pursuant to the agreement with respect to the exercise of Swiss Resolution Power and Restructuring Protective Measures set forth in Condition 18 (*Swiss Resolution Power and Restructuring Protective Measures*), or (ii) in the case of any amendment to the Terms and Conditions of the Notes or the Notes made in accordance with Condition 16 (*Amendment*).

- (l) In the case of Registered Notes, so long as the Notes are represented by one or more Registered Global Certificates deposited with, or with a custodian for, the Depositary, although the Holders are the only Persons entitled to participate in, and vote at, any Holders' Meeting, the Holder of a Registered Global Certificate may grant proxies and otherwise authorise any Person, including, without limitation, participants of a Relevant Clearing System and Persons that may hold interests through such participants, to take any action that the Holder is entitled to take under the Terms and Conditions of the Notes or the Notes, and nothing in the Terms and Conditions of the Notes will prevent the Issuer or the Agents or any of their respective agents from giving effect to any such

proxies or other authorisations furnished by the Holder of a Registered Global Certificate for purposes of this clause (l). The Holder of a Registered Global Certificate shall (i) obtain instructions from the relevant Indirect Holders in respect of any Holders' Meeting, (ii) vote at such Holders' Meeting in respect of each Registered Note represented by such Registered Global Certificate in accordance with the instructions received from the relevant Indirect Holder and (iii) abstain from representing any Note represented by such Registered Global Certificate at a meeting of Holders for which it has not received an instruction from the relevant Indirect Holder. Only the Notes represented by such Registered Global Certificate for which the Holder received an instruction by the relevant Indirect Holder to take part at a Holders' Meeting will be deemed to be present or represented at such meeting.

## 16. AMENDMENT

The Issuer may, without the consent of the Holders, make any amendment to the Terms and Conditions of the Notes or the Notes that it considers to be (a) necessary or desirable to give effect to the provisions of Condition 17 (*Issuer Substitution*), or (b) formal, minor or technical in nature, or (c) necessary to correct a manifest error or (d) not materially prejudicial to the interests of the Holders.

The Issuer shall notify the Holders of any amendments made pursuant to this Condition 16 in accordance with Condition 14 (*Notices*), which notice shall state the date on which such amendment will be effective. Any amendment made pursuant to this Condition 16 will be binding on the Holders in accordance with its terms.

## 17. ISSUER SUBSTITUTION

### (a) *Voluntary Issuer Substitution*

The Issuer (for purposes of this Condition 17, the "**Current Issuer**") may, without the consent of the Holders, substitute any entity (whether or not such entity is organised under the laws of Switzerland) (such substitute entity, the "**Substitute Issuer**") for itself as principal debtor under the Notes (such substitution, a "**Voluntary Issuer Substitution**") at any time upon giving no more than 30 and no less than 10 days' notice to the Holders in accordance with Condition 14 (*Notices*), *provided that*:

- (i) at the time the Current Issuer sends notice of such Voluntary Issuer Substitution to the Holders,
  - (A) if the Substitute Issuer is UBS Group AG, interest on the Notes on the next payment date under the Notes would be payable without the deduction by the Substitute Issuer of Swiss withholding tax after giving effect to such Voluntary Issuer Substitution; and
  - (B) if the Substitute Issuer is not UBS Group AG, neither the Substitute Issuer nor UBS Group AG would on the next payment due under the Notes be required to pay any Additional Amounts under the Notes or under the guarantee described in subclause (iii) of this clause (a), respectively, after giving effect to such Voluntary Issuer Substitution that they would not have been required to pay if such Voluntary Issuer Substitution were not to occur;
- (ii) if the Substitute Issuer is not UBS Group AG, the Current Issuer is not in default in respect of any amount payable under the Notes at the time of such substitution;
- (iii) if the Current Issuer is UBS Group AG, UBS Group AG has issued a guarantee for the benefit of the Holders on substantially the same terms as the Original Guarantee;
- (iv) if the Substitute Issuer is not UBS Group AG, (A) an exemption exists from the requirement to register the Substitute Issuer as an investment company under the

US Investment Company Act, and (B) at least 95 per cent. of the Substitute Issuer's capital and voting rights are held, directly or indirectly, by UBS Group AG;

- (v) the Current Issuer and the Substitute Issuer (A) have entered into such documents (the "**Substitution Documents**") as are necessary to give effect to such substitution and pursuant to which (x) the Substitute Issuer assumes the obligations of the Current Issuer under the Notes and the Agency Agreement and (y) the Current Issuer and the Substitute Issuer agree to indemnify each Holder against any tax, duty, fee or governmental charge imposed on or relating to such act of assumption, and any costs or expenses of such act of assumption, and (B) procure that all action, conditions and things required to be taken, fulfilled and done (including, without limitation, the obtaining of any necessary consents) to ensure that the Substitution Documents represent valid, legally binding and enforceable obligations of the Substitute Issuer have been taken, fulfilled and done and are in full force and effect;
- (vi) the Current Issuer shall have obtained legal opinions containing no untoward qualifications from independent legal advisors in the respective countries in which the Substitute Issuer and the Current Issuer are incorporated, and (if different) in Switzerland, to the effect that (A) the obligations of the Substitute Issuer are its legal, valid and binding obligations, (B) if the Substitute Issuer is not UBS Group AG, the obligations of UBS Group AG under the guarantee described in subclause (iii) of this clause (a) are its legal, valid and binding obligations, and (C) all approvals and consents referred to in subclause (x) of this clause (a) have been obtained;
- (vii) each competent listing authority and/or stock exchange, on or by which the Notes are admitted to listing and/or trading shall have confirmed that, following the proposed substitution of the Substitute Issuer, the Notes will continue to be admitted to listing and/or trading by the relevant competent listing authority and/or stock exchange;
- (viii) if the Substitute Issuer is not organised under the laws of Switzerland, the Substitute Issuer has appointed a process agent as its agent in Switzerland to receive service of process on its behalf in relation to any legal proceedings arising out of or in connection with the Notes;
- (ix) if the Substitute Issuer is not UBS Group AG, FINMA has approved such substitution (if such approval is then required under applicable Swiss laws and regulations); and
- (x) the Current Issuer and the Substitute Issuer have obtained all necessary governmental and other approvals and consents for such substitution and for the performance by the Substitute Issuer of its obligations under the Substitution Documents.

Upon any Voluntary Issuer Substitution, the Current Issuer will be released from all its obligations under the Notes and, if the Substitute Issuer is UBS Group AG, the guarantee described in subclause (iii) of this clause (a) will cease to exist except to the extent described therein.

After giving effect to any Voluntary Issuer Substitution (A) references to the "Issuer" in the Notes and the Terms and Conditions of the Notes will be references to the Substitute Issuer, and (B) references to the "Tax Jurisdiction" in the Notes and the Terms and Conditions of the Notes will be read and construed as including the jurisdiction of establishment of the Substitute Issuer and, if different, the jurisdiction in which the Substitute Issuer is resident for tax purposes instead of or in addition to (as the case may be) references to the jurisdiction of establishment of the Issuer and Switzerland.

- (b) **[Reserved]**

18. **SWISS RESOLUTION POWER AND RESTRUCTURING PROTECTIVE MEASURES**

Each Holder and Indirect Holder, by acceptance of any direct or beneficial interest in a Note, whether it acquires such interest in the initial offering and sale of the Notes or in the secondary market, acknowledges, agrees to be bound by and consents to the exercise, without any notice to such Holder or Indirect Holder, of any Swiss Resolution Power with respect to UBS Group AG that results in the write-down and cancellation and/or conversion into equity of UBS Group AG of the entire, or a portion of the, principal amount of, and/or accrued interest on, the Notes, irrespective of whether such amounts have already become due and payable prior to such action, and that after any such write-down, cancellation or conversion, any amount written down, cancelled or converted will no longer be required to be paid. In addition, each Holder and Indirect Holder, by acceptance of any direct or beneficial interest in a Note, acknowledges, agrees to be bound by and consents to the ordering of any Restructuring Protective Measures that results in the deferment of payment of principal of, and/or interest on, the Notes. Each Holder and Indirect Holder, by acceptance of any direct or beneficial interest in a Note, further acknowledges, agrees and consents that its rights are subject to any such exercise of any Swiss Resolution Power or any ordering of Restructuring Protective Measures, and if necessary, the Holder's or Indirect Holder's rights will be altered without notice and without such Holder's consent, including, without limitation, by means of an amendment or modification to the Notes and the Terms and Conditions of the Notes so as to give effect to any such exercise.

Each Holder and Indirect Holder, by acceptance of any direct or beneficial interest in a Registered Note, consents to any and all necessary action taken, if required, by the Fiscal Agent, DTC or any other Person to implement any such exercise of any Swiss Resolution Power and/or ordering of any Restructuring Protective Measures, without any further action or direction on the part of such Holder or Indirect Holder. In addition, each Holder and Indirect Holder, by acceptance of any direct or beneficial interest in a Registered Note, waives any and all claims against any such Person for, agrees not to initiate a suit against any Person in respect of, and agrees that no such Person shall be liable for, any action that such Person takes or abstains from taking, in either case in accordance with any such exercise. Each Holder and Indirect Holder, by acceptance of any direct or beneficial interest in a Registered Note, further acknowledges and agrees that the Fiscal Agent is acting solely as the agent of the Issuer and does not assume any obligations towards or relationship of agency or trust for or with any Holder or Indirect Holder.

For the avoidance of doubt, this acknowledgement, agreement and consent does not qualify as a waiver of any rights the Holder or Indirect Holder of Notes may retain under the applicable banking regulation pursuant to which any Swiss Resolution Power is exercised.

19. **FURTHER ISSUES**

The Issuer may from time to time without the consent of the Holders issue further notes and, *provided* that such notes have the same terms and conditions as the Notes in all respects, including, without limitation, being fungible for US federal income tax purposes (or in all respects except for the issue date and/or first date on which interest is paid), such further notes will be consolidated and form a single series with the Notes. If the Issuer issues any such further notes pursuant to this Condition 19, references in the Terms and Conditions of the Notes to "Notes" will include such further notes, unless the context otherwise requires.

20. **CURRENCY INDEMNITY**

Any amount received or recovered by any Holder in a currency other than the Specified Currency (whether as a result of, or of the enforcement of, a judgment or order of a court of any jurisdiction, in the insolvency, winding-up or dissolution of the Issuer or otherwise) under the Notes will only constitute a discharge of the Issuer to the extent of the amount in the Specified Currency that such Holder is able to purchase with the amount so received or recovered in such other currency on the date of such receipt or recovery (or, if it is not practicable to purchase the Specified Currency with such amount on such date, on the first date on which it is practicable to do so). If the amount of the Specified Currency that such Holder is able to purchase is less than the amount owed by the Issuer to such Holder under the Notes, the Issuer shall indemnify such Holder against any loss sustained by it as a result. In addition, the Issuer shall indemnify such Holder for the costs of making such purchase. For purposes of this Condition 20, it is sufficient

for the relevant Holder to demonstrate that it would have suffered a loss had an actual purchase been made. The indemnities under this Condition 20 will (a) constitute a separate and independent obligation from the Issuer's other obligations hereunder, (b) give rise to a separate and independent cause of action, (c) apply irrespective of any indulgence granted by any Holder and (d) continue in full force and effect despite any other judgment, order, claim or proof for a liquidated amount in respect of any amount due under the Notes or any other judgment or order.

21. **RULE 144A INFORMATION**

In the case of Registered Notes, if at any time the Issuer (a) is not a wholly-owned subsidiary of UBS Group AG and (b) is neither a reporting company under Section 13 or Section 15(d) of the US Exchange Act, nor exempt from reporting pursuant to Rule 12g3-2(b) under the US Exchange Act, the Issuer will comply with any applicable requirements of Rule 144A(d)(4) under the US Securities Act in relation to the Notes.

22. **NO SET-OFF BY HOLDERS**

Subject to applicable law, each Holder and Indirect Holder, by acceptance of any direct or beneficial interest in a Note, agrees that it will not, and waives its right to, exercise, claim or plead any right of set-off, compensation or retention with respect to any amount owed to it by the Issuer in respect of, or arising in connection with, the Notes.

23. **GOVERNING LAW AND JURISDICTION**

- (a) The Notes and the Terms and Conditions of the Notes are governed by and shall be construed in accordance with the laws of Switzerland.
- (b) The courts of the Canton of Zurich (venue being the City of Zurich) have exclusive jurisdiction to settle any disputes that may arise out of or in connection with the Notes.



## Annex B

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Conformed copy of the Pricing Supplement dated as of 29 March 2016, relating the USD 1,000,000,000 Floating Rate Senior Notes due April 2021 (ISINs: US90351DAE76 (144A) | USG91703AJ00 (Reg S)), reflecting the amendments thereto (i) effective on 24 May 2017 made pursuant to the Official Notice relating thereto dated 12 May 2017, and (ii) effective on 11 October 2019 made pursuant to the Official Notice relating thereto dated 30 September 2019.

Pricing Supplement dated as of 29 March 2016 (as amended as of 24 May 2017 and 11 October 2019)

## UBS Group AG

### Issue of U.S.\$1,000,000,000 Floating Rate Senior Notes due 2021 under the Senior Debt Programme

#### PART A – CONTRACTUAL TERMS

Terms used but not defined herein shall have the meanings assigned to such terms in, and terms defined herein shall be deemed to be defined as such for purposes of, the General Terms and Conditions set forth in the Base Prospectus dated 22 March 2016 (as such General Terms and Conditions were amended as of 24 May 2017 and 11 October 2019) (the "**Base Prospectus**"). This document constitutes the Pricing Supplement of the Tranche of Notes described herein and must be read in conjunction with the Base Prospectus, which together constitute the listing prospectus with respect to the Tranche of Notes described herein for purposes of the listing rules of the SIX Swiss Exchange.

Full information on the Issuer, the Guarantor and the offer of the Tranche of Notes described herein is only available on the basis of the combination of this Pricing Supplement and the Base Prospectus. The Base Prospectus is available from the Issuer at UBS AG, Zurich, Swiss Prospectus, Switzerland (voicemail: +41 44 239 47 03; fax: +41 44 239 69 14; email: [swiss-prospectus@ubs.com](mailto:swiss-prospectus@ubs.com)).

**The Notes and the Guarantee have not been registered under the US Securities Act of 1933, as amended (the "US Securities Act") and are being offered in the United States only to qualified institutional buyers pursuant to Rule 144A under the US Securities Act and to non-US persons (as defined in Regulation S under the US Securities Act ("Regulation S")) located outside the United States in offshore transactions in accordance with Regulation S under the US Securities Act.**

- |    |  |  |
|----|--|--|
| 1. | Issuer:  | UBS Group AG   |
| 2. | Guarantor:                                     | N/A  |
| 3. | (i) Series Number:                             | 2  |
|    | (ii) Tranche Number:                           | 1  |
|    | (iii) Date on which the Notes become fungible: | Not Applicable   |
| 4. | Specified Currency:                            | U.S. dollars   |
| 5. | Aggregate Principal Amount:                    |  |
|    | (i) Series:                                    | U.S.\$1,000,000,000  |
|    | (ii) Tranche:                                  | U.S.\$1,000,000,000  |
| 6. | Issue Price:                                   | 100 per cent. of the Aggregate Principal Amount  |
| 7. | Original Issue Discount:                       | No   |
| 8. | (i) Specified Denominations:                   | The Notes are issued in minimum denominations of U.S.\$200,000 and integral multiples of U.S.\$1,000 in excess thereof |
|    | (ii) Calculation Amount:                       | U.S.\$1,000  |
| 9. | (i) Issue Date:                                | 5 April 2016   |



- |       |   |   |
|-------|---|---|
| (ii)  | Interest Commencement Date:   | The Issue Date  |
| 10.   | Maturity Date:  | 14 April 2021   |
| 11.   | Interest Basis:   | Floating Rate   |
| 12.   | Redemption/Payment Basis:   | Redemption at par, subject to any purchase and cancellation or early redemption   |
| 13.   | Change of Interest or Redemption/Payment Basis:   | Not Applicable  |
| 14.   | Early Redemption:   |   |
| (i)   | Tax Event:  | At the Issuer's option upon a Tax Event, as more particularly described in Condition 7 ( <i>Redemption and Purchase</i> )         |
| (ii)  | Restoration Event:  | At the Issuer's option upon a Restoration Event, as more particularly described in Condition 7 ( <i>Redemption and Purchase</i> ) |
| (iii) | Issuer Call:  | Not Applicable  |
| 15.   | Status of the Notes:  | Senior, as more particularly described in Condition 4 ( <i>Status of the Notes</i> )  |
| 16.   | Date approval for issuance of Notes obtained from Board of Directors of the Issuer:                           | 22 March 2016   |
| 17.   | Date approval for issuance of Notes and the Guarantee obtained from the UBS Group AG Chief Financial Officer: | 29 March 2016   |

**PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE**

- |       |   |  |
|-------|---|--|
| 18.   | Fixed Rate Note Provisions:                     | Not Applicable   |
| 19.   | Floating Rate Note Provisions:                  | Applicable   |
| (i)   | Specified Interest Payment Date(s):             | 14 January, 14 April, 14 July and 14 October in each year, commencing on 14 July 2016, as adjusted in accordance with the Business Day Convention  |
| (ii)  | Specified Period(s):                            | Not Applicable   |
| (iii) | Business Day Convention:                        | Modified Following Business Day Convention   |
| (iv)  | Calculation Agent (including Specified Office): | Deutsche Bank Trust Company Americas<br>Trust and Agency Services<br>60 Wall Street<br>16th Floor<br>New York, New York 10005 USA  |
| (v)   | Reference Rate:                                 | 3 month U.S. dollar LIBOR  |
| (vi)  | Interest Determination Date(s):                 | The day falling two Business Days prior to (a) in the case of the first Interest Period, the Issue Date, and (b) otherwise, the Interest Payment Date on which such Interest Period commences. |

(vii)	Relevant Screen Page:	LIBOR01
(x)	Margin(s):	+ 1.78 per cent. per annum
(xi)	Minimum Floating Rate of Interest:	Zero
(xii)	Maximum Floating Rate of Interest:	Not Applicable
(xiii)	Day Count Fraction:	Actual/360
(xiv)	Other terms relating to the method of calculating interest for Floating Rate Notes (e.g., fallback provisions, rounding provisions, denominator), if different from those set out in the General Terms and Conditions:	Not Applicable

#### **PROVISIONS RELATING TO REDEMPTION**

20.	Issuer Call:	Not Applicable
21.	Final Redemption Amount:	U.S.\$1,000 per Calculation Amount
22.	Tax Redemption Amount:	U.S.\$1,000 per Calculation Amount
23.	Terms or conditions different from those set out in the General Terms and Conditions:	Not Applicable

#### **GENERAL PROVISIONS APPLICABLE TO THE NOTES**

24.	Form of Notes:	Registered Notes:  Registered Global Certificates, deposited with the Fiscal Agent as custodian for, and registered in the name of Cede & Co. as nominee for, DTC
25.	Fiscal Agent (including Specified Office):	Deutsche Bank Trust Company Americas Trust and Agency Services 60 Wall Street 16th Floor New York, New York 10005 USA
26.	Registrar (including Specified Office):	Deutsche Bank Trust Company Americas Trust and Agency Services 60 Wall Street 16th Floor New York, New York 10005 USA
27.	Business Days:	New York, Zurich
28.	Other terms or conditions different from those set out in the General Terms and Conditions:	Not Applicable

## **REPRESENTATIVE**

In accordance with article 43 of the Listing Rules of the SIX Swiss Exchange, the Issuer and the Guarantor have appointed UBS AG, located at Bahnhofstrasse 45, CH-8001 Zurich, Switzerland, as recognised representative to lodge the listing application for the Notes with the SIX Exchange Regulation of the SIX Swiss Exchange.

## **NO MATERIAL CHANGE STATEMENT**

Except as disclosed in the Base Prospectus, no material changes have occurred in the Issuer's assets and liabilities, financial position or profits and losses since 31 December 2015.

Except as disclosed in the Base Prospectus, no material changes have occurred in the Guarantor's assets and liabilities, financial position or profits and losses since 31 December 2015.

## **RESPONSIBILITY**

The Issuer and the Guarantor assume responsibility pursuant to article 27 of the Listing Rules of the SIX Swiss Exchange and section 4 of Scheme E thereunder for the completeness and accuracy of this Pricing Supplement and the Base Prospectus.

## PART B – OTHER INFORMATION

### 1. LISTING

- (i) Listing: SIX Swiss Exchange
- (ii) Admission to trading: The first day of trading on the SIX Swiss Exchange will be 5 April 2016. Application for definitive listing on the SIX Swiss Exchange will be made as soon as practicable thereafter and (if granted) will only be granted after the Issue Date. The last day of trading on the SIX Swiss Exchange is expected to be 12 April 2021.
- (iii) Minimum Trading Size: Not Applicable

### 2. RATINGS

- Ratings: The Notes have been rated:
- S&P: BBB+
- Fitch: A
- A SECURITIES RATING IS NOT A RECOMMENDATION TO BUY, SELL OR HOLD SECURITIES AND MAY BE REVISED OR WITHDRAWN AT ANY TIME

### 3. REASONS FOR THE OFFER, ESTIMATED NET PROCEEDS AND TOTAL EXPENSES

- (i) Reasons for the offer: The Issuer will use the net proceeds of the issuance of the Notes to provide funds to UBS Group AG and its subsidiaries. The members of the Group will use these funds for general corporate purposes, including providing funds to subsidiaries of UBS Group AG from time to time. The Issuer may provide these funds to members of the Group, and such members may provide such funds so received to other members of the Group, from time to time in the form of senior or subordinated debt, in the form of equity contributions, or otherwise, including on terms that may constitute "loss absorbing capital" of subsidiaries of UBS Group AG. Initially, the Issuer will lend all the net proceeds of the Notes to UBS AG, acting through its London branch, under a loan agreement, which loan will constitute a direct, unconditional and unsecured obligation of UBS AG and rank, except in the case of Restructuring Proceedings with respect to UBS AG, *pari passu* with all other present and future unsecured and unsubordinated obligations of UBS AG.
- Prior to the occurrence of a Restructuring Issuer Substitution, the net proceeds the Notes will be used exclusively outside of Switzerland unless Swiss tax laws in force from time to time allow such use in Switzerland without Swiss withholding taxes being required to be deducted from interest payments the Notes.

(ii) Estimated net proceeds: U.S.\$996,500,000

4. **DISTRIBUTION**

(i) Method of Distribution: Syndicated

(ii) If syndicated, names of Managers: UBS Securities LLC  
Academy Securities, Inc.  
ANZ Securities, Inc.  
BB&T Capital Markets, a division of BB&T Securities, LLC  
BMO Capital Markets Corp.  
BNY Mellon Capital Markets, LLC  
Capital One Securities, Inc.  
CIBC World Markets Corp.  
Citigroup Global Markets Inc.  
Desjardins Securities Inc.  
Drexel Hamilton, LLC  
Fifth Third Securities, Inc.  
Goldman, Sachs & Co.  
J.P. Morgan Securities LLC  
Merrill Lynch, Pierce, Fenner & Smith Incorporated  
Mischler Financial Group, Inc.  
Morgan Stanley & Co. LLC  
nabSecurities, LLC  
National Bank of Canada Financial Inc.  
RBC Capital Markets, LLC  
Regions Securities LLC  
Scotia Capital (USA) Inc.  
SunTrust Robinson Humphrey, Inc.  
TD Securities (USA) LLC  
Wells Fargo Securities, LLC  
Westpac Banking Corporation

(iii) Date of Subscription Agreement: 29 March 2016

(iv) Stabilising Manager (if any): UBS Securities LLC

(vi) US Selling Restrictions: Reg. S Compliance Category 2; Rule 144A

(vii) ERISA: Eligible: Yes

5. **OPERATIONAL INFORMATION**

CUSIP: 144A: 90351D AE7  
Reg S: G91703 AJ0

ISIN Code: 144A: US90351DAE76  
Reg S: USG91703AJ00

Common Code: Reg S: 139034589

Swiss Security Number: 144A: 32072224  
Reg S: 32072226

Relevant Clearing System(s): DTC

Delivery: Delivery against payment

Settlement Date: It is expected that delivery of the Notes will be made against payment therefor on or about 5 April 2016, which will be the fifth Business Day following the

date of the pricing of the Notes. Under Rule 15c6-1 of the US Exchange Act, trades in the secondary market generally are required to settle in three Business Days, unless the parties to any such trade expressly agree otherwise. Accordingly, purchasers who wish to trade the Notes on any date prior to three business days before delivery will be required, by virtue of the fact that the Notes initially will settle on T+5, to specify alternative settlement arrangements to prevent a failed settlement.

Swiss Paying Agent:

UBS AG  
Bahnhofstrasse 45,  
CH-8001 Zurich  
Switzerland

Names and addresses of additional Paying Agent(s) (if any) (including Specified Office(s)): Not Applicable

**THE NOTES AND THE GUARANTEE HAVE NOT BEEN REGISTERED UNDER THE US SECURITIES ACT OF 1933, AS AMENDED AND ARE BEING OFFERED IN THE UNITED STATES ONLY TO QUALIFIED INSTITUTIONAL BUYERS PURSUANT TO RULE 144A UNDER THE US SECURITIES ACT AND TO NON-US PERSONS (AS DEFINED IN REGULATION S UNDER THE US SECURITIES ACT) LOCATED OUTSIDE THE UNITED STATES IN OFFSHORE TRANSACTIONS IN ACCORDANCE WITH REGULATION S UNDER THE US SECURITIES ACT.**

**THIS COMMUNICATION DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY ANY SECURITIES IN ANY JURISDICTION TO ANY PERSON TO WHOM IT IS UNLAWFUL TO MAKE SUCH OFFER OR SOLICITATION IN SUCH JURISDICTION.**