UBS

Bill Payment and Electronic Funds Transfer Service Agreement

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

Please keep this information for future reference.

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Bill Payment and Electronic Funds Transfer Service Agreement

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

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

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

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

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

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

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

In addition, by enrolling in the service and through your continued use, you agree to maintain sufficient balances to cover your bill payments and electronic funds transfers at all times. Likewise, you understand that we are not liable for any overdraft or insufficient funds situation caused by your payments or transfers, and you agree to repay any overdraft or insufficient funds on demand.

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

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

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

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

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

- If a request to make an online recurring monthly payment is received by 6:00 p.m. ET for debits from an RMA, BSA or SBL account or 5:00 p.m. ET for debits from an external account and the first recurring payment is scheduled for that day, the UBS credit card issuer will credit your payment as of that day.
- If a request to make an online recurring payment is received after 6:00 p.m. ET for debits from an RMA, BSA or SBL account or 5:00 p.m. ET for debits from an external account, the UBS credit card issuer may credit your payment as of the next day.
- If a future dated recurring statement balance or minimum due payment date falls on a weekend or holiday, UBS Financial Services Inc. on behalf of the card issuer may process your payment on the prior Business Day.
- To cancel a recurring statement balance or minimum due payment you have until 10:00 p.m. ET on the day prior to payment date. If your payment date falls on a weekend or holiday, UBS Financial Services Inc. on behalf of the Card Issuer may process your payment on the prior Business Day. You will have until 10:00 p.m. ET on the calendar day prior to the payment date to cancel the payment.

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

"Accounts" refers to all accounts you open with UBS Financial Services now or in the future.

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

All times referred to in this document are Eastern Time.

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

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

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

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

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

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

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

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

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

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

One-time-only payments-From an external bank account.
- One-time-only payments may be scheduled to occur any day during the monthly cycle.
- Same day one-time-only payments submitted before 5:00 p.m. ET on Business Days will be credited to the UBS credit card the same day.
- Payments submitted on a weekend and holiday or after 5:00 p.m. ET on a Business Day may be processed the following Business Day.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Accordingly, we recommend that all instructions specify a Process Date at least seven (7) to ten (10) business days prior to the date the payment is due. If you follow the procedures described above and schedule your payments for a Process Date at least seven (7) to ten (10) business days prior to the due date of the bill, and we fail to process the payment on the scheduled Process Date, we will be responsible for up to $50.00 in late charges. In all other circumstances, you will be responsible for all late charges and penalties.

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

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

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

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

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

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

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

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

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

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

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

If you ask us to stop a regular automatic payment, bill payment or electronic funds transfer that you have authorized in advance, and we do not do so, we will be liable for your losses or damages to the extent required by Federal law. We do not accept liability, however, for losses or damages that might be incurred if we did not receive your request by 6:00 p.m. Eastern time on the Process Date.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Questions or errors on your account statement
If you think your account statement or receipt is incorrect, need more information about any transactions on a statement or receipt (except UBS Card transactions) or have any other inquiries about your Account, please call ResourceLine or write to us at the address above.
We will ask for the following information:
i. Your name and account number
ii. A description of the error or the transfer you are questioning, why you believe it is an error or why you need more information
iii. The dollar amount of the suspected error

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

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

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

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

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

Our liability for failure to make bill payments or electronic funds transfer
If we do not complete a transfer to or from your account on time or in the correct amount, as described in this agreement, we will be liable for your losses or damages to the extent required by Federal law. However, there are some exceptions for which we are not liable, including if:
i. Through no fault of ours, the payment or transfer exceeds your Withdrawal Limit,
ii. The funds in your Account are subject to legal process or other encumbrances restricting transfers,
iii. Your Account has been retitled, closed or blocked for security reasons,
iv. The Bill Payment or Electronic Funds Transfer Service was not working properly and you were aware of the malfunction when you entered your instructions,
v. The bank or other financial institution where you maintain an Authorized Outside Account mishandles or delays a payment or transfer we send,
vi. You have not provided us with the correct names or account information for the accounts to or from which you wish to direct a payment or transfer,
vii. Circumstances beyond our control, such as fire, flood or interference from an outside force, prevent or delay the transaction despite any reasonable precautions we may have taken, or
viii. Any other exceptions stated in this agreement.

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

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

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

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

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

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

Rejected and returned electronic funds transfers
Transfers may be rejected and returned by your bank or other financial institution for the following reasons:
i. *Insufficient or Uncollected Funds* in your Authorized Outside Account: When you request a transfer from an Authorized Outside Account, you must ensure that sufficient funds are available to complete the transfer.
ii. Closed Authorized Outside Account: If the Authorized Outside Account from which you request a transfer is closed when we attempt to complete the transfer, it will be rejected and returned as incomplete.

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

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

Attn: Fraud Risk and Intelligence

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

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All trademarks, registered trademarks, service marks and registered service marks are of their respective companies.

Important information about brokerage and advisory services.
As a firm providing wealth management services to clients, UBS Financial Services Inc. offers investment advisory services in its capacity as an SEC-registered investment adviser and brokerage services in its capacity as an SEC-registered broker-dealer. Investment advisory services and brokerage services are separate and distinct, differ in material ways and are governed by different laws and separate arrangements. It is important that you understand the ways in which we conduct business, and that you carefully read the agreements and disclosures that we provide to you about the products or services we offer. For more information, please review the client relationship summary provided at **ubs.com/relationshipsummary**, or ask your UBS Financial Advisor for a copy.

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