



# Account Application and Agreement for ERISA Plans

EJ

(Use also for non-ERISA Employer-Sponsored Tax-Deferred Plans)

**Account Type: Brokerage (except when executed in connection with opening an advisory account)**  
Please read the important disclosures entitled You and Us: Conducting Business with UBS contained in the New Account booklet for a summary of the main distinctions between investment advisory and brokerage services and our respective duties and obligations.

### Account Ownership

Any changes or corrections to the information on this application must be initialed by you.

- Organization/Business Sponsoring the Plan:** (select one)
- Corporation
  - Corp-Subchapter 'S'
  - Govt Agency-Federal
  - Govt Agency-Local Ent
  - Govt Agency-State
  - Partnership-General
  - Partnership-Limited
  - Fed Charter-Credit Union
  - Sole Proprietorship
  - Association
  - State Charter-S&L Bank
  - State Charter-Savings Bank
  - State Charter-Comm Bank
  - State Charter-Trust Co.
  - State Charter-Credit Union
  - State Charter-Indust Loan
  - Fed Charter-Savings Assoc
  - Fed Charter-Nat'l Bank
  - Fed Charter-Trust Co.
  - Limited Liability Company (LLC)
  - Limited Liability Partnership (LLP)
  - Limited Liability - Limited Partnership (LLLLP)

- Type of Plan:** (select one)
- Profit Sharing
  - 401(k)
  - Defined Benefit
  - Money Purchase
  - SIMPLE 401(k)
  - Target Benefit
  - ESOP
  - Welfare

- Plan Structure:** (select one)
- Plan assets will be:
- Pooled** - No other Plan account held at UBS Financial Services Inc.
    - Owner-Only ERISA Plan - Is this Plan for the business owner, or business owner and spouse only?  No  Yes If yes, must also complete Owner-Only ERISA Plan Addendum on page 11.
  - Non-Pooled**
    - Separate participant-directed accounts held at UBS Financial Services Inc. (must also complete separate Participant Account Application (EK form) for each participant).
    - Sub-Accounts - Multiple Plan accounts (e.g., ACCESS<sup>SM</sup>, MAC). Must also complete the ERISA Sub-Account Addendum on page 10 for each sub-account.
- Plan Document:** (select one)
- UBS Financial Services Inc. Prototype (You must separately enroll for this service, additional fees apply)
  - Custom Plan Document or Other Plan Document

### Account Owner Information

#### Basic Information

If your address is a P.O. Box, or you have additional addresses, please fill out the additional address information on page 9.

Plan Name: \_\_\_\_\_

Plan Establishment Date: \_\_\_\_\_

TIN \_\_\_\_\_

Location of Address:  
 Business-Primary  Other (specify): \_\_\_\_\_

Address Line 1 \_\_\_\_\_

Address Line 2 \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Business Phone 1: \_\_\_\_\_

Business Phone 2: \_\_\_\_\_ (optional)

Business Fax: \_\_\_\_\_ (optional)

Mobile: (optional) \_\_\_\_\_

Is the Organization/Business sponsoring the plan publicly listed?  No  Yes, specify \_\_\_\_\_

Exchange (NYSE, AMEX, or NASDAQ) \_\_\_\_\_ Ticker Symbol \_\_\_\_\_

Name of Organization/Business sponsoring the plan: \_\_\_\_\_

Industry Group of Organization/Business sponsoring the plan (i.e., Construction, Service, etc.): \_\_\_\_\_

Place of Formation/Incorporation:  
 USA (if incorporated, specify State): \_\_\_\_\_  
 Other (specify): \_\_\_\_\_



**Plan Financial Information**

Does the plan own at least 10% of the shares of any publicly traded company?

Yes  No – If yes, please specify company and %:

\_\_\_\_\_ %

**Account Information**

**Account Investment Objectives**

**Aggressive/Speculative:**

Seeks the potential for significant appreciation; willing to accept a high degree of loss of principal.

**Moderate:** Seeks potential returns with a lower risk of loss of principal.

**Conservative:** Seeks securities that are most likely to preserve principal with low risk.

**Return Objective:** (select one)

- Capital Appreciation: Investments seeking growth of principal rather than the generation of income.
- Current Income and Capital Appreciation: Investments seeking both the generation of income and the growth of principal.
- Current Income: Investments seeking the generation of income.

**Primary Risk Profile:** (select one)

- Aggressive/Speculative
- Moderate
- Conservative

**Secondary Risk Profile:** (Optional, this may be applicable if you intend to engage in options trading)

- Aggressive/Speculative
- Moderate
- Conservative

**Senior Political Affiliation**

Are you, any authorized signatories, beneficial owners, trustees, power of attorneys or other individuals with authority to effect transactions, or any of their immediate family members or close associates a:

**I) Current U.S. political official (as defined in section B below)?**  No  Yes; complete:

A) Political Official's Name: \_\_\_\_\_

- B) Current Position:  President  Vice President  US Cabinet Member  
 Speaker of the House of Representatives  Supreme Court Justice  
 Chairman of the Joint Chiefs of Staff  Ambassador

C) Relationship to Client(s):  Self  Immediate family member  Close associate  
 Associated with business or trust

**II) Current or former Senior non-U.S. political official, non-U.S. Religious Group/Organization, or Senior/Influential representative of a non-U.S. Religious Group/Organization?**  No  Yes; complete:

Political Official's Name: \_\_\_\_\_

Current or Former Position: \_\_\_\_\_

Relationship to Client(s):  Self  Immediate family member  Close associate  
 Associated with business or trust

**General Account Features**

**DUPLICATE PARTIES**

If you would like duplicate trade confirmations and statements sent to additional individuals, complete the duplicate party information on page 9.



Account Number \_\_\_\_\_

SS#/TIN \_\_\_\_\_

**Business Services Account BSA Features**

Complete this section to add Business Services Account BSA® features to the master account for the plan. Participant accounts are not eligible for Business Services Account BSA features. The Business Services Account BSA annual fee is \$150.

**SWEEP OF UNINVESTED CASH BALANCES¹**

Select one of the following sweep investment options:  Money Market Portfolio  U.S. Government Portfolio

**Note:** ERISA plans with **no** Business Services Account BSA features will default to UBS Retirement Money Fund.

**CHECK WRITING**

Select a check style (select one):  Wallet (free)  3-page business  Other

**Delivery:**  Standard  Overnight (Fees may apply)

Check here for dual signatures checks and complete the Authorized Agent/Dual Signor Addendum on pages 16-17.

Wallet checks are free; all other check styles involve a fee. To order a different check style, contact your Financial Advisor.

If NAME/ADDRESS TO APPEAR ON YOUR CHECKS is not completed, checks cannot be ordered.

Print the mailing address for the initial delivery of your checks if different from the address on this account.

**NAME/ADDRESS TO APPEAR ON CHECKS**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

City State Zip

**ALTERNATE MAILING ADDRESS FOR CARDS & CHECKS**

Address Line 1 – P.O. Box not permitted for cards

Line 2

City State Zip

**ELECTRONIC FUNDS TRANSFER SERVICE (EFT)**

Select One:

Online access (Web).

ResourceLine<sup>SM</sup> (Voice)

Complete and sign the EFT Form on pages 14-15.

**ONLINE SERVICES**

Check here for online access to account information.

¹UBS Retirement Money Fund and money market funds are sold by prospectus only.

**Plan Trustee Information**

Complete this information for all trustees. If the trustee is a Corporate trustee, provide the information below for the officer authorized to act for the Corporate trustee. If trustees are added or removed, a new form must be completed. Additional plan trustees can be added on pages 4 and 8.

If you answer "yes" to the NYSE Rule 407 question, a letter of authorization from the firm specified must be obtained before the account can be opened.

**Number of trustees:** \_\_\_\_\_. **Trustee is**  Corporate trustee  One or more individual trustee(s)

Individual Trustee or Authorized Officer of Corporate Trustee:

\_\_\_\_\_  
Corporate Trustee: (if applicable)

Country of Citizenship:

USA  Other: (specify) \_\_\_\_\_

SS#/TIN

Passport/CEDULA and Green Card Number  
(If non-U.S. and no Social Security Number specified)

Address Line 1

Address Line 2

City State Zip

Telephone Number

E-mail address (optional)



Master Account Number \_\_\_\_\_

Plan TIN \_\_\_\_\_

Plan Trustee Information *continued*

Is this trustee or any of their immediate family members a control person of any publicly traded corporation (examples of control persons are policy making officers, directors or 10% shareholders)?

Yes  No If yes, please specify company and %: \_\_\_\_\_ %

Is this trustee or the trustee's spouse affiliated with any securities firm, excluding UBS and its affiliates, broker/dealer subsidiary of a financial institution, securities or commodities exchange, self-regulatory organization or the UBS auditor (currently Ernst & Young)? (NYSE Rule 407)

Yes  No If yes, please specify the firm: \_\_\_\_\_

Is this trustee or any of their immediate family members, an employee of UBS AG, its subsidiaries or affiliates (e.g., UBS Financial Services Inc.,UBS Securities LLC)?

Yes  No If yes, please specify: \_\_\_\_\_  
Affiliate or Subsidiary

Employee Name/SS# \_\_\_\_\_

Investment Experience (in years):  
\_\_\_\_\_ Equities \_\_\_\_\_ Bonds \_\_\_\_\_ Futures  
\_\_\_\_\_ Options-Buy \_\_\_\_\_ Options-Sell

Number of trustees: \_\_\_\_\_. Trustee is  Corporate trustee  One or more individual trustee(s)

Individual Trustee or Authorized Officer of Corporate Trustee: \_\_\_\_\_

Corporate Trustee: (if applicable) \_\_\_\_\_

Country of Citizenship:  
 USA  Other: (specify) \_\_\_\_\_

SS#/TIN \_\_\_\_\_

Passport/CEDULA and Green Card Number  
(If non-U.S. and no Social Security Number specified) \_\_\_\_\_

Address Line 1 \_\_\_\_\_

Address Line 2 \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone Number \_\_\_\_\_

E-mail address (optional) \_\_\_\_\_

Is this trustee or any of their immediate family members a control person of any publicly traded corporation (examples of control persons are policy making officers, directors or 10% shareholders)?

Yes  No If yes, please specify company and %: \_\_\_\_\_ %

Is this trustee or the trustee's spouse affiliated with any securities firm, excluding UBS and its affiliates, broker/dealer subsidiary of a financial institution, securities or commodities exchange, self-regulatory organization or the UBS auditor (currently Ernst & Young)? (NYSE Rule 407)

Yes  No If yes, please specify the firm: \_\_\_\_\_

Is this trustee or any of their immediate family members, an employee of UBS AG, its subsidiaries or affiliates (e.g., UBS Financial Services Inc.,UBS Securities LLC)?

Yes  No If yes, please specify: \_\_\_\_\_  
Affiliate or Subsidiary

Employee Name/SS# \_\_\_\_\_

Investment Experience (in years):  
\_\_\_\_\_ Equities \_\_\_\_\_ Bonds \_\_\_\_\_ Futures  
\_\_\_\_\_ Options-Buy \_\_\_\_\_ Options-Sell

If you answer "yes" to the NYSE Rule 407 question, a letter of authorization from the firm specified must be obtained before the account can be opened.

Trustee's Ability to Bind the Trust

UBS Financial Services Inc. is authorized to take instruction from and accept any document on behalf of the trust required by UBS Financial Services Inc. (including but not limited to an agreement to arbitrate all disputes concerning the trust account) executed by **any one** of the trustees (or, if the trustee is a corporate trustee, any one of the duly authorized officers of the trustee) named above and on pages 3 and 8 unless the following is completed:

Instructions from \_\_\_\_\_ (specify number) trustees (or officers, if applicable) is required to take action on behalf of the plan.

Instructions from **all** of the trustees (or officers, if applicable) is required to take action on behalf of the plan.



Account Number \_\_\_\_\_

SS#/TIN \_\_\_\_\_

**Successor Trustee** (optional, recommended for small business plan sponsors with a single trustee)

In the event of the death of all the trustees named in the Plan Trustee Information section on pages 3, 4 and 8, the person identified below is authorized to act as successor trustee:

Name		Title	
Address		City	State      Zip
Social Security Number/Tax ID			

**Authority to Accept Instructions**

**A - Authority to Accept Investment Instructions on Pooled Plans** *(Attach additional sheet or letter of authorization if necessary)* Do not complete this section if the account will be directed by the individual participant. For participant-directed account, skip to section B below.

In addition to the trustee(s), UBS Financial Services Inc. may take written or oral investment instructions from the following authorized persons on behalf of the trustee(s) (e.g. designated officers of the trustee(s), recordkeeping firm, administration firm). Additional documentation may be required.

Print Name	Capacity
Signature	Title
Print Name	Capacity
Signature	Title

Check here if investment instructions can only be given by the trustee(s).

**B - Authority to Accept Investment Instructions on Participant-Directed Plans** *(Attach additional sheet or letter of authorization if necessary)* Complete this section only if the Plan Structure selected on page 1 is that the plan assets will be segregated in separate participant-directed accounts for the plan.

Instead of the trustee(s), UBS Financial Services Inc. shall take written or oral investment instructions **(but not distribution or transfer instructions)** from the following participants in a participant-directed plan specifically for their accounts listed below:

Participant	Account Number	Participant	Account Number
Participant	Account Number	Participant	Account Number
Participant	Account Number	Participant	Account Number
Participant	Account Number	Participant	Account Number



Account Number \_\_\_\_\_

SS#/TIN \_\_\_\_\_

Authority to Accept Instructions *continued*

**C - Distribution / Transfer Instructions for Both Pooled Plans and Participated Directed Plans:**

In addition to the trustee(s), UBS Financial Services Inc. may take written but not oral distribution/transfer instructions from the following authorized persons on behalf of the trustee(s) (e.g. designated officers of the trustee(s), record-keeping firm, administration firm).

\_\_\_\_\_  
Print Name Capacity

\_\_\_\_\_  
Signature Title

\_\_\_\_\_  
Print Name Capacity

\_\_\_\_\_  
Signature Title

Check here if distribution/transfer instructions can only be given by the trustee(s).

**Authority to Appoint/Hire Investment Manager or Other Third Party**

The trustees, or in the case of a participant-directed plan, the participants, have the power under the Plan and Trust Agreement and applicable law to appoint or hire an investment manager or other third party to manage and have discretion with respect to the assets of the Trust in this account unless the following box is checked:

The trustees (or participants) do not have such power.

In the event that an investment advisor or third party is appointed, UBS Financial Services Inc. will require additional documentation.

**Investment Restrictions**

No investment restrictions are applicable to the trust by law or under the Plan and Trust Agreement other than those listed here:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**UBS Financial Services Inc. Branch Use Only**

- Check here to certify that the client has been informed of all possible sweep options.
- I attest that the client has been issued all required disclosure documents.

Is the FA registered in both the client's state of residence and mailing address?  Yes  No  
 What was the initial transaction for this account?  Buy  Sell  Deposit  Transfer of Accounts  
 Initial Trade Information: Security Name: \_\_\_\_\_ Security Symbol: \_\_\_\_\_ Value: \$ \_\_\_\_\_ or Shares: \_\_\_\_\_  
 How was the account obtained?  Walk-In/Call-In /Mail-In  Seminar-CEFS/Adv Svcs  Existing Client  Referral: \_\_\_\_\_  
 Interest/Dividends:  Monthly  Weekly  Hold in Account  
 Account Settles:  Assets in Account  Equity DVP  Government DVP  Transfer/Ship  
 Loan Eligible?  Yes  No  
 Sweep Fund: \_\_\_\_\_ Bank Code: \_\_\_\_\_ Plan Code: \_\_\_\_\_ Assoc Code: \_\_\_\_\_ Managed Account Code: \_\_\_\_\_ Family of Account Code: \_\_\_\_\_

**Plan Structure:**  (P)Pooled  (N)Non-Pooled



Account Agreement

BY SIGNING BELOW, the Trustee(s) (the "Client"), UNDERSTANDS, ACKNOWLEDGES AND AGREES:

A. that upon receipt I will review the New Account booklet section entitled You & Us: Conducting Business with UBS. I understand the material distinctions between advisory and broker-dealer services and acknowledge that, the UBS Client Relationship Agreement establishes a brokerage account, and UBS' obligations as it pertains to that account will be that of a "broker-dealer" as described in the disclosure section and in the brokerage agreement;
B. the UBS Financial Services Inc. does not provide legal or tax advice;
C. that in accordance with the section of the UBS Client Relationship Agreement entitled "Arbitration" I agree in advance to arbitrate any controversies which may arise with, among others, UBS Financial Services Inc. in accordance with the terms outlined therein;
D. that an annual service fee will be charged as described in the Fees and Charges section of the New Account booklet;
E. that UBS Financial Services Inc. will not supply the Client's name to issuers of any securities held in the account so the Client will not receive information regarding those securities directly from the issuer, but rather will receive information from UBS Financial Services Inc. instead, unless Client notifies UBS Financial Services Inc. in writing otherwise;
F. that the Client has received and read a copy of this Account Agreement and the attached UBS Client Relationship Agreement (which contains a copy of this Account Agreement section for reference) and agrees to be bound by the terms and conditions contained therein (which terms and conditions are hereby incorporated by reference) as of this date;
G. that, upon execution of this Account Application and Account Agreement, the Client will have supplied all of the information requested in the Account Application, including the Owner-Only ERISA Plan Addendum, if applicable, and declares it as true and accurate and further agrees to promptly notify UBS Financial Services Inc. in writing of any material changes to any or all of the information contained in the Account Application including, but not limited to, information relating to the Client's financial situation or investment objectives;
H. that upon receipt Client will review the New Account booklet which contains, among other things, UBS Client Privacy Statement, Statement of Credit Practices describing interest charges, the Bill Payment and Electronic Funds Transfer Services Agreement, Fees & Charges and other important information regarding the account and relationship with UBS Financial Services Inc., which booklet and terms and conditions (other than the Privacy Statement) are incorporated herein by reference;
I. that, if the Client elected the Electronic Funds Transfer Service as contained herein, the Client authorizes (a) UBS Financial Services Inc. and its processing institution (the "Processing Bank") to initiate the types of transactions indicated in the Description of the Electronic Funds Transfer Service section of the New Account booklet, and adjustments for any entries made in error, to or from Client's account(s) as contained herein, and authorize the depository(ies) named on the Client's bank account(s) or UBS Financial Services Inc. to debit and/or credit the same to Client's bank account(s); (b) the Processing Bank and Client's bank to comply with any instructions regarding electronic fund transfers between this Business Services Account BSA, Client's bank account, and/or other accounts with UBS Financial Services Inc. provided that such instructions are given to UBS Financial Services Inc. with the Client's PIN/Password and (c) UBS Financial Services Inc., the Processing Bank and the Client's bank to make changes and/or cancellations requested by the Client;

J. that the trustees have carefully reviewed the Plan Trust Agreement and any other documents governing the trust and, if necessary, have consulted with counsel before completing this form;
K. that if the plan intends to engage in any options or futures transactions or to open certain managed accounts, a copy of the complete Plan and Trust Agreement, including all amendments and any other document governing the investment guidelines or policies of the trust must be provided;
L. that the Plan and Plan Trust Agreement are in full force and effect, and all information pertaining to the trust contained herein is true and complete;
M. that the Client (a) has broad investment powers under the Plan Trust Agreement and applicable law, to enter into cash transactions, purchase, sell and hold investments including but not limited to, stocks, bonds, mutual funds, certificates of deposits, unit investment trusts, annuities, limited partnerships and government securities and (b) there are not investment restrictions applicable to the trust that have not been disclosed to UBS Financial Services Inc. in the Investment Restrictions section on page 6;
N. that the Client will promptly inform UBS Financial Services Inc., by executing an updated Application and Agreement, of any amendment to the Plan Trust Agreement, any change in the composition of the trustees, or any other event that alters the certifications made on this Application and Agreement. UBS Financial Services Inc. shall be entitled to rely on the information in this Application and Agreement until it receives an updated Application and Agreement;
O. that the signatures below are the genuine signatures of each of the trustees and if the trustee is a corporate trustee, the signatures below are the genuine signatures of the officers of the trustee duly authorized by the trustee to act on its behalf with respect to the Plan and Trust;
P. that the Client or the plan administrator are responsible (and not UBS Financial Services Inc.) for complying with the applicable reporting and disclosure requirements of ERISA and the Internal Revenue Code (including but not limited to reporting of distributions and Form 5500 filings);
Q. that the Client agrees that each trustee shall be jointly and severally liable for performing any obligations stated herein. Such obligations and this indemnification shall survive termination of the trust or the termination or transfer of the account and shall be binding upon all heirs, successors or assigns;
R. that the Client understands and agrees that UBS Financial Services Inc. limits option and futures transactions in ERISA accounts and warrants that the Client will not engage in any such transactions on behalf of the trust unless the Client is fully empowered to do so;
S. that the Client agrees that, where applicable, UBS Financial Services Inc. retains the right to require the joint action of all trustees with respect to any activity relating to the trust accounts whenever UBS Financial Services Inc., in its sole discretion, deems such joint action necessary or appropriate;
T. that if only one trustee is listed, it shall be a representation that the listed trustee is the sole trustee. Where applicable, plural references in this Application and Agreement shall be deemed singular;
U. that if Client is establishing one or more sub-accounts identified in the Sub-Account Addendum on page 10, Client understands and agrees that this Account Application and Agreement for ERISA Plans (including all documents incorporated by reference) will apply to each sub-account.

Sign Here

Table with 3 columns: Signature Line, Print Name, Date. Rows include Trustee Signature (4), Business Owner-Only Signature, and Corporate Trustee - Authorized Officer Signature.

Sign Here



Account Number \_\_\_\_\_

SS#/TIN \_\_\_\_\_

Additional Plan Trustee Information Addendum

Complete for each additional plan trustee, or other individual authorized to give investment or distribution/transfer instructions on the account. Attach an additional sheet if necessary.

If you answer "yes" to the NYSE Rule 407 question, a letter of authorization from the firm specified must be obtained before the account can be opened.

Individual Trustee or Authorized Officer of Corporate Trustee:

Corporate Trustee: (if applicable)

Country of Citizenship:

USA Other: (specify)

SS#/TIN

Passport/CEDULA and Green Card Number (If non-U.S. and no Social Security Number specified)

Address Line 1

Address Line 2

City State Zip

Telephone Number

E-mail address (optional)

Is this trustee or any of their immediate family members a control person of any publicly traded corporation (examples of control persons are policy making officers, directors or 10% shareholders)?

Yes No If yes, please specify company and %:

Is this trustee or the trustee's spouse affiliated with any securities firm, excluding UBS and its affiliates, broker/dealer subsidiary of a financial institution, securities or commodities exchange, self-regulatory organization or the UBS auditor (currently Ernst & Young)? (NYSE Rule 407)

Yes No If yes, please specify the firm:

Is this trustee or any of their immediate family members, an employee of UBS AG, its subsidiaries or affiliates (e.g., UBS Financial Services Inc.,UBS Securities LLC)?

Yes No If yes, please specify:

Affiliate or Subsidiary

Employee Name/SS#

Investment Experience (in years):

Equities Bonds Futures

Options-Buy Options-Sell

Individual Trustee or Authorized Officer of Corporate Trustee:

Corporate Trustee: (if applicable)

Country of Citizenship:

USA Other: (specify)

SS#/TIN

Passport/CEDULA and Green Card Number (If non-U.S. and no Social Security Number specified)

Address Line 1

Address Line 2

City State Zip

Telephone Number

E-mail address (optional)

Is this trustee or any of their immediate family members a control person of any publicly traded corporation (examples of control persons are policy making officers, directors or 10% shareholders)?

Yes No If yes, please specify company and %:

Is this trustee or the trustee's spouse affiliated with any securities firm, excluding UBS and its affiliates, broker/dealer subsidiary of a financial institution, securities or commodities exchange, self-regulatory organization or the UBS auditor (currently Ernst & Young)? (NYSE Rule 407)

Yes No If yes, please specify the firm:

Is this trustee or any of their immediate family members, an employee of UBS AG, its subsidiaries or affiliates (e.g., UBS Financial Services Inc.,UBS Securities LLC)?

Yes No If yes, please specify:

Affiliate or Subsidiary

Employee Name/SS#

Investment Experience (in years):

Equities Bonds Futures

Options-Buy Options-Sell

If you answer "yes" to the NYSE Rule 407 question, a letter of authorization from the firm specified must be obtained before the account can be opened.





Account Number \_\_\_\_\_

SS#/TIN \_\_\_\_\_

# Account Information Addendum

## Complete for each duplicate party

Check all that apply:

- Trade Confirmation Recipient
- Statement Recipient

Internal Location Code (UBS Financial Services Use Only): \_\_\_\_\_

Name of Duplicate Party \_\_\_\_\_

Address Line 1 \_\_\_\_\_

Address Line 2 \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Citizenship:

- USA
- Other: (specify) \_\_\_\_\_

Check all that apply:

- Trade Confirmation Recipient
- Statement Recipient

Internal Location Code (UBS Financial Services Use Only): \_\_\_\_\_

Name of Duplicate Party \_\_\_\_\_

Address Line 1 \_\_\_\_\_

Address Line 2 \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Citizenship:

- USA
- Other: (specify) \_\_\_\_\_

## Complete for each additional address

Client Name \_\_\_\_\_

Address Line 1 \_\_\_\_\_

Address Line 2 \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Location of Address:

- Home:  Legal Residence  Secondary
- Business:  Primary  Secondary

Other: (specify) \_\_\_\_\_

Client Name \_\_\_\_\_

Address Line 1 \_\_\_\_\_

Address Line 2 \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Location of Address:

- Home:  Legal Residence  Secondary
- Business:  Primary  Secondary

Other: (specify) \_\_\_\_\_



Account Number \_\_\_\_\_

SS#/TIN \_\_\_\_\_

# ERISA Sub-Account Addendum

If you are establishing sub-accounts for the same ERISA Plan, enter the account titles and account numbers for each sub-account.

Account Title:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Account Number

Account Title:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Account Number

All account titles must be identical. However you may include an identifying line for each account as shown in italics in the following example:

John Jones Trustee  
XYZ Company 401(k) Plan  
*Access Manager #1*  
Address

Account Title:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Account Number

Account Title:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Account Number

Account Title:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Account Number

Account Title:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Account Number



Account Number \_\_\_\_\_

SS#/TIN \_\_\_\_\_

# Owner-Only ERISA Plan Addendum

## Business Owner Information

### Basic

If a P.O. Box, or you have additional addresses, complete the additional address information on page 9.

First Name \_\_\_\_\_ Middle Name \_\_\_\_\_

Last Name \_\_\_\_\_

Citizenship:  
 USA  Other: (specify) \_\_\_\_\_

SS#: \_\_\_\_\_

Passport/CEDULA and Green Card Number  
(If non-U.S. and no Social Security Number specified)

Location of Address:  
 Home-Legal Residence  Business-Primary  
 Other: (specify) \_\_\_\_\_

Address Line 1 \_\_\_\_\_

Line 2 \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Home Phone: \_\_\_\_\_

**Any changes or corrections to the information on this application must be initialed by you.**

### Financial

If you share assets with another person, please provide financial information (e.g., annual income, liquid assets, net worth) per individual. For example, a total net worth of \$50,000 should be split as you deem appropriate.

Annual Income: \$ \_\_\_\_\_

Liquid Assets: \$ \_\_\_\_\_

Net Worth: \$ \_\_\_\_\_  
(exclusive of residence)

Investment Experience (in years):  
\_\_\_\_\_ Equities \_\_\_\_\_ Bonds \_\_\_\_\_ Futures  
\_\_\_\_\_ Options-Buy \_\_\_\_\_ Options-Sell

Are you or your spouse, or any of your relatives who share the same home, acting as an individual, a fiduciary, or corporate officer, a control person of any publicly traded corporation (i.e., policy-making officers, directors or 10% shareholders)?  No  Yes, specify: \_\_\_\_\_

Firm \_\_\_\_\_ Percentage \_\_\_\_\_

### Personal

If you answer "yes" to the NYSE Rule 407 question, a letter of authorization from the firm specified must be obtained before the account can be opened.

Date of Birth: \_\_\_\_\_

Gender:  Male  Female

Marital Status:  
 Single  Married  Divorced  Widowed

Number of dependents: \_\_\_\_\_

Emergency Contact Name and Phone Number (optional)

Are you or your spouse affiliated with any securities firm, excluding UBS and its affiliates, broker/dealer subsidiary of a financial institution, securities or commodities exchange, self-regulatory organization or the UBS auditor (currently Ernst & Young)? (NYSE Rule 407)  
 No  Yes, specify: \_\_\_\_\_  
Firm \_\_\_\_\_

Are you an employee or related to an employee of UBS AG, its subsidiaries or affiliates (e.g., UBS Financial Services, UBS Securities LLC)?  
 No  Yes, specify: \_\_\_\_\_

Affiliate/Subsidiary \_\_\_\_\_

Employee Name/SS# \_\_\_\_\_



**UBS Financial Services Inc.**

Account Number \_\_\_\_\_

SS#/TIN \_\_\_\_\_

**Employment**

Status (select one):

- Employed       Self-Employed       Student
- Retired       Self-Supported       Volunteer
- Unemployed       Work in the Home

Occupation, Industry, Employer Name and Address are only required if your employment status is "employed" or "self-employed."

Occupation \_\_\_\_\_

Industry (i.e., Construction, Service, etc.) \_\_\_\_\_

Employer Name \_\_\_\_\_

Employer's Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Business Phone (optional) \_\_\_\_\_

Business Fax (optional) \_\_\_\_\_

**Spouse Information** If Business Owner marital status is "married" and spouse is a participant in the Plan complete the spouse information below.

**Basic**

If a P.O. Box, or you have additional addresses, complete the additional address information on page 9.

First Name \_\_\_\_\_ Middle Name \_\_\_\_\_

Last Name \_\_\_\_\_

Citizenship:  
 USA     Other: (specify) \_\_\_\_\_

SS#: \_\_\_\_\_

Passport/CEDULA and Green Card Number  
(If non-U.S. and no Social Security Number specified)

Location of Address:

- Home-Legal Residence       Business-Primary
- Other: (specify) \_\_\_\_\_

Address Line 1 \_\_\_\_\_

Line 2 \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Home Phone: \_\_\_\_\_

**Any changes or corrections to the information on this application must be initialed by you.**

**Financial**

If you share assets with another person, please provide financial information (e.g., annual income, liquid assets, net worth) per individual. For example, a total net worth of \$50,000 should be split as you deem appropriate.

Annual Income: \$ \_\_\_\_\_

Liquid Assets: \$ \_\_\_\_\_

Net Worth: \$ \_\_\_\_\_  
(exclusive of residence)

Investment Experience (in years):  
\_\_\_\_\_ Equities    \_\_\_\_\_ Bonds    \_\_\_\_\_ Futures  
\_\_\_\_\_ Options-Buy    \_\_\_\_\_ Options-Sell

Are you or your spouse, or any of your relatives who share the same home, acting as an individual, a fiduciary, or corporate officer, a control person of any publicly traded corporation (i.e., policy-making officers, directors or 10% shareholders)?  No  Yes, specify:

Firm \_\_\_\_\_ Percentage \_\_\_\_\_



**UBS Financial Services Inc.**

Account Number \_\_\_\_\_

SS#/TIN \_\_\_\_\_

**DTCC/COD Instructions**

If your account is set up to deliver securities and cash to a third party (i.e. deliver versus payment), please provide either DTCC or Fed Wire instructions.

DTCC Clearing Number: \_\_\_\_\_ Name of Delivering Institution: \_\_\_\_\_ Internal Account Number: \_\_\_\_\_

Additional Information: \_\_\_\_\_

Del/Rec  
**NY**

**Government Delivery Instructions**

ABA Number: \_\_\_\_\_ Bank Name: \_\_\_\_\_ Department: \_\_\_\_\_

Third Party: \_\_\_\_\_ Internal Account Number: \_\_\_\_\_

Other Instructions: \_\_\_\_\_

Physical Delivery: \_\_\_\_\_

**ID Confirm Instructions**

Institutional ID Number: \_\_\_\_\_ Agent Bank/ID: \_\_\_\_\_ Instructions Matrix: \_\_\_\_\_ AID CID: \_\_\_\_\_

Internal Account Number of Receiving Bank: \_\_\_\_\_ Internal Account Number of Institution: \_\_\_\_\_

Interested Party ID Number: \_\_\_\_\_ Interested Party Internal Account Number: \_\_\_\_\_

Interested Party ID Number: \_\_\_\_\_ Interested Party Internal Account Number: \_\_\_\_\_

Receive Physical Master Confirm:  Yes  No SID Indicator:  Yes (on SID)  No (Not on SID) GHMRW35: \_\_\_\_\_

Special Instructions: \_\_\_\_\_



Account Number \_\_\_\_\_

SS#/TIN \_\_\_\_\_

FT

# Electronic Funds Transfer Service

## Non-UBS Financial Services Inc. Accounts

Complete the information below for your accounts other than UBS Financial Services Inc. accounts. Please Note: Electronic Funds Transfer withdrawals can only be made if you have established a Resource Management Account® (RMA®) or Business Services Account BSA®.

The ABA routing number usually appears on the bottom of printed checks or deposit tickets. Please attach a voided check (for checking accounts) or a deposit slip (for savings accounts). If neither is available a client statement or letter on bank stationery confirming account title, account number, and ABA routing number is sufficient.

To transfer funds into a UBS Financial Services Inc. account from a UBS Financial Services Inc. or external account that is titled differently, a signed Letter of Authorization from all account holders is required.

If the authorized external account is a money market account, select the "Checking" account type.

On Demand Transfers require the client's verbal consent for the branch to initiate the transfer and are limited to the External Account Permission selected for that account.

### AUTHORIZED EXTERNAL FINANCIAL INSTITUTION 1

Name of Financial Institution \_\_\_\_\_

ABA Routing Number \_\_\_\_\_ Account Number \_\_\_\_\_

Account Title/Name \_\_\_\_\_

Account Type:  Savings  Checking

Financial Institution Telephone Number \_\_\_\_\_

External Account Permission: (select all that apply)

- Deposit to authorized external account
 Withdraw from authorized external account

### Recurring Transfers:

Recurring Amount (\$100,000 maximum - ResourceLine)
(\$1,000,000 maximum - Online Services)

Recurring Permission: (select one) must also be selected as an external account permission above

- Deposit to authorized external account
 Withdraw from authorized external account

Frequency: (select one)

- Weekly  Bi-weekly  Monthly
 Quarterly  Semi-annually  Annually

Start Date (May not be greater than 1 year from the current date)

End Date (May not be greater than 30 years from the start date)

### On Demand Transfers:

Upon verbal authorization in an amount not to exceed

\$ \_\_\_\_\_ (\$100,000 if left blank)

### AUTHORIZED EXTERNAL FINANCIAL INSTITUTION 2

Name of Financial Institution \_\_\_\_\_

ABA Routing Number \_\_\_\_\_ Account Number \_\_\_\_\_

Account Title/Name \_\_\_\_\_

Account Type:  Savings  Checking

Financial Institution Telephone Number \_\_\_\_\_

External Account Permission: (select all that apply)

- Deposit to authorized external account
 Withdraw from authorized external account

### Recurring Transfers:

Recurring Amount (\$100,000 maximum - ResourceLine)
(\$1,000,000 maximum - Online Services)

Recurring Permission: (select one) must also be selected as an external account permission above

- Deposit to authorized external account
 Withdraw from authorized external account

Frequency: (select one)

- Weekly  Bi-weekly  Monthly
 Quarterly  Semi-annually  Annually

Start Date (May not be greater than 1 year from the current date)

End Date (May not be greater than 30 years from the start date)

### On Demand Transfers:

Upon verbal authorization in an amount not to exceed

\$ \_\_\_\_\_ (\$100,000 if left blank)



Account Number \_\_\_\_\_

SS#/TIN \_\_\_\_\_

Electronic Funds Transfer Service *continued*

**UBS Financial Services Inc. Accounts**

Complete the information below for your other UBS Financial Services Inc. accounts. Please Note: Electronic Funds Transfer withdrawals can only be made from a Resource Management Account® (RMA®) or Business Services Account BSA®.

**DESIGNATED INTERNAL ACCOUNT 1**

UBS Financial Services Inc. Account Number \_\_\_\_\_

Account Title/Name \_\_\_\_\_

Internal Account Permission: (select all that apply)

- Deposit to designated internal account
- Withdraw from designated internal account

**Recurring Transfers:**

Recurring Amount (\$100,000 maximum - ResourceLine)  
(\$1,000,000 maximum - Online Services)

Recurring Permission: (select one) *must also be selected as an internal account permission above*

- Deposit to authorized internal account
- Withdraw from authorized internal account

Frequency: (select one)

- Weekly     Bi-weekly     Monthly
- Quarterly     Semi-annually     Annually

Start Date (May not be greater than 1 year from the current date)

End Date (May not be greater than 30 years from the start date)

**On Demand Transfers:**

Upon verbal authorization in an amount not to exceed

\$ \_\_\_\_\_ (\$100,000 if left blank)

**DESIGNATED INTERNAL ACCOUNT 2**

UBS Financial Services Inc. Account Number \_\_\_\_\_

Account Title/Name \_\_\_\_\_

Internal Account Permission: (select all that apply)

- Deposit to designated internal account
- Withdraw from designated internal account

**Recurring Transfers:**

Recurring Amount (\$100,000 maximum - ResourceLine)  
(\$1,000,000 maximum - Online Services)

Recurring Permission: (select one) *must also be selected as an internal account permission above*

- Deposit to authorized internal account
- Withdraw from authorized internal account

Frequency: (select one)

- Weekly     Bi-weekly     Monthly
- Quarterly     Semi-annually     Annually

Start Date (May not be greater than 1 year from the current date)

End Date (May not be greater than 30 years from the start date)

**On Demand Transfers:**

Upon verbal authorization in an amount not to exceed

\$ \_\_\_\_\_ (\$100,000 if left blank)

On Demand Transfers require the client's verbal consent for the branch to initiate the transfer and are limited to the Internal Account Permission selected for that account.

**Client Authorization**

I authorize UBS Financial Services Inc. and its processing institution (the "Processing Bank") to initiate the types of transactions indicated above (including adjustments for any entries made in error) to or from my account(s) listed above, and authorize the depository(ies) named on my Authorized External Account(s) or UBS Financial Service Inc. to debit and/or credit the requested transactions to my accounts. I authorize UBS Financial Services Inc. and the Processing Bank to make changes and/or cancellations to transactions requested by me.

I understand these instructions will remain in effect until UBS Financial Services, Inc. has received written notification from me of termination or modification in such time and manner as to afford UBS Financial Services, Inc. a reasonable opportunity to act on it. If I close or change any account listed above, I will promptly notify UBS Financial Services Inc. of this change.

I authorize UBS Financial Services Inc. at its option to discontinue the electronic funds transfer service from any accounts listed above if I fail to maintain adequate funds in such account(s) to cover my requested transfers. All electronic funds transfers will be initiated in accordance with this authorization and the terms and conditions governing my RMA or Business Services Account BSA. I acknowledge that the initiation of electronic funds transfers must comply with applicable U.S. law.

**Sign Here** →

Account Holder Signature

Date

Account Holder Signature

Date



Account Number \_\_\_\_\_

SS#/TIN \_\_\_\_\_



# Authorized Agent/Dual Signor Addendum

To add an additional card or check user on the Resource Management Account® (RMA®) or Business Services Account BSA®, complete the Authorized Agent for RMA/Business Services Account BSA Cards and Check Writing and the Account Holder Certification sections. To remove an authorized agent, complete the Authorized Agent Removal and the Account Holder Certification sections. If the dual-signature option is selected on the Account Application, complete the Dual Signors for RMA/Business Services Account BSA Check Writing and the Account Holder Certification sections. **The Account Holder must sign this form in the Account Holder Certification section on the next page.**

## Authorized Agent for RMA/Business Services Account BSA Cards and Check Writing

Each additional card and/or check user (who is not a minor) named below is appointed an agent to me, unaffected by my subsequent disability or incompetence, to effect card and/or checking transactions in my designated UBS Financial Services Inc. account. As indicated below, the additional card and/or check user is authorized to act on my behalf to effect transactions using my UBS American Express Card and/or UBS Visa Signature credit card, and/or write checks for the payment or withdrawal of funds drawn on the designated UBS Financial Services Inc. account or payable to me and bearing the signature or signatures now or hereafter authorized by me without limit as to amount, without inquiry and without regard to its application. UBS Financial Services Inc. will send all confirmations, notices, demands, statements and other communications regarding checking activity in the designated UBS Financial Services Inc. account to me. UBS Financial Services Inc. owes no obligations to additional card and/or check users and may, but is not required to, act on instructions or respond to communications from such additional users.

Agent Name _____	Home Address _____
SS#: _____	City _____ State _____ Zip _____
Passport/CEDULA and Green Card Number (If non-U.S. and no Social Security Number specified) _____	Mailing Address (if different than home address) _____
Date of Birth: _____	City _____ State _____ Zip _____
Home Phone: _____	Authorized Agent For: <input type="checkbox"/> Check Writing
Country of Citizenship (if other than USA) _____	<i>Additional fees may apply. Please see New Account booklet for details.</i>
Agent Signature _____	Date _____

**Sign Here** only if adding an authorized agent

## Authorized Agent Removal for RMA/Business Services Account BSA Check Writing

If you are removing an authorized agent, please print the name of the agent you are removing below.

<b>Specify Name</b> only if removing an agent	Agent Name _____	Agent Name _____
-----------------------------------------------	------------------	------------------





Account Number \_\_\_\_\_

SS#/TIN \_\_\_\_\_

**Authorized Agent/Dual Signor Addendum** *continued*

**Dual Signors for RMA/Business Services Account BSA Check Writing**

**Dual-Signature checks require two signatures at all times.** If you are designating more than two signors and you would like one of the signors to be required, at all times, please check "Required" next to the signor's name. Only one individual can be a required signor. If you do not designate a required signor, please specify all signors as optional. If the individual designated below is not a UBS Financial Services Inc. client (i.e. account holder, authorized agent, power of attorney, etc.) also complete the Authorized Agent for RMA/Business Services Account BSA Check Writing section above.

Check here if you do **NOT** want UBS Financial Services Inc. to order new dual signature checks. If checked, you will be responsible for obtaining checks with dual signatures. UBS Financial Services Inc. will not accept single signature checks.

\_\_\_\_\_  
Dual Signor 1 Name  
Specify the type of signor:  Required  Optional

\_\_\_\_\_  
Dual Signor 2 Name  
Specify the type of signor:  Required  Optional

**Sign Here** only if adding a Dual Signor

\_\_\_\_\_  
Dual Signor's Signature                                  Date

\_\_\_\_\_  
Dual Signor's Signature                                  Date

**Note:** You must complete and sign a new addendum to add, remove or update dual signors. UBS Financial Services Inc. will rely on the most recently dated addendum to supercede and replace any other previous dual signor addendum on file.

**Account Holder Certification**

By signing below, I UNDERSTAND, ACKNOWLEDGE AND AGREE that (1) I have reviewed all of the information contained in this addendum and I declare it as true and accurate and (2) UBS Financial Services Inc. is authorized to rely upon the authority conferred by this document until UBS Financial Services Inc. receives an updated copy of this form revoking or modifying this addendum.

**SIGN HERE** →

\_\_\_\_\_  
Account Holder Signature                                  Date

\_\_\_\_\_  
Account Holder Signature                                  Date

\_\_\_\_\_  
Account Holder Signature                                  Date

**Note: If there are additional authorized agents or dual signors please print another copy of this form.**



Account Number \_\_\_\_\_

TIN \_\_\_\_\_

# Account Transfer

TF

## About Your UBS Financial Services Inc. Account

Account Title \_\_\_\_\_

**For Retirement Accounts Only**—Account is to be transferred into a:

- Traditional IRA     Traditional IRA Rollover     SEP IRA     Roth IRA     Qualified Plan
- SIMPLE IRA     CODA SEP-IRA     Coverdell Education Savings Account

The account is transferring from a qualified retirement plan by means of a direct rollover into a\*:

- Traditional IRA     SEP IRA     Rollover IRA     CODA SEP IRA

\*Pursuant to IRS Regulations, qualified retirement plan assets cannot be rolled over to a SIMPLE IRA.

## About the Account You Are Transferring

Please refer to your statement for the following information **and attach a complete copy of your most recent statement for this account.**

Name(s) and Title of Account on your statement \_\_\_\_\_

Name of Firm/Fund Company \_\_\_\_\_ Broker Clearing # \_\_\_\_\_

Your Account Number \_\_\_\_\_

Street Address of Firm/Fund Company \_\_\_\_\_

Please complete a separate form for each account you transfer (photocopies are acceptable).

SS#/TIN: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

2nd SS#/TIN: \_\_\_\_\_

## Type of Transfer You Are Making

 Please answer the following questions

Indicate the number of shares of each asset you wish to transfer or write "all."

**Do you wish to transfer your entire account?**  Yes  No

If you answered "yes," skip to the next question. If you answered "no," and the transfer is not coming directly from an insurance or mutual fund company, please provide the following information for the assets you intend to transfer.

Description of Asset	Quantity	Description of Asset	Quantity
1. _____	_____	4. _____	_____
2. _____	_____	5. _____	_____
3. _____	_____	6. _____	_____

Some assets are not transferable. If the asset is not transferable, UBS Financial Services Inc. may be named broker-dealer and/or custodian at the company, or the assets can be sold. Requests to sell positions are dependent upon the delivering firm receiving and processing the request and may take several weeks to complete. Liquidations can also be processed by calling the delivering firm.

**Are you transferring directly from an insurance or mutual fund company?**  Yes  No

If you answered "no," skip to the next question. If you answered "yes," please provide the following information for each annuity or mutual fund you intend to transfer.

Name of Fund/Annuity	Account Number	Quantity (indicate # of shares or "All")
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____

**UBS Financial Services Inc. Branch Use Only** - For in-kind transfer of directly held mutual funds, establish a BIN number and reference here: **0** \_\_\_\_\_ **00** To request a BIN number, open a Star Case to Mutual Funds, Create BIN/B50.



Account Number \_\_\_\_\_

TIN \_\_\_\_\_

Type of Transfer You Are Making continued

Are you transferring directly from a Bank, Savings and Loan or Credit Union?  Yes  No

If you answered "no," skip to the next question. If you answered "yes," please complete the following section.

I am only transferring cash. Please transfer:  All cash in account  Only \$ \_\_\_\_\_

I have a CD that I want to transfer. Please:

Liquidate it IMMEDIATELY. I am aware of and acknowledge the penalty I will incur from any early withdrawal.

Liquidate it AT MATURITY. Maturity date \_\_\_\_\_ (Please submit 2 weeks before maturity date)

Do you wish to liquidate any assets as part of this transfer?  Yes  No

If you wish to liquidate any assets prior to this transfer, please supply the branch operations manager at your previous firm with verbal instructions and advise your Financial Advisor at UBS Financial Services of this liquidation request.

Initiate the transfer of a maturing Certificate of Deposit (CD) no more than two weeks prior to the maturity date. Otherwise, you may incur early withdrawal penalties.

Client Instruction

Please transfer the assets specified to UBS Financial Services Inc., which has been authorized by me to make payment to you of the debit balance or to receive payment of the credit balance in my securities account. I understand that to the extent any assets in my securities account are not readily transferable, with or without penalties, such assets may not be transferred within the time frame required by New York Stock Exchange Rule 412 or similar rule of the National Association of Securities Dealers or other designated examining authority.

Unless otherwise indicated in the instruction contained herein, I authorize you to liquidate any proprietary money market fund assets that are part of my securities account and transfer the resulting credit balance to UBS Financial Services Inc. I understand that you and/or UBS Financial Services

Inc. will contact me with respect to the disposition of any other assets in my securities account that are either non-transferable or non-deliverable. If certificates or other instruments in my securities account are in your physical possession, I instruct you to transfer them in good deliverable form, including affixing any necessary tax waivers, to enable UBS Financial Services Inc. to transfer them in its name for the purpose of sale, when and as directed by me. I further instruct you to cancel all open orders for my securities account on your books if this is a full transfer as noted on this form.

I affirm that I have destroyed or returned to you any credit/debit cards and unused checks given to me in connection with my securities account if this is a full transfer as noted on the this form.

**Important information for owners of Auction Rate Securities (ARS):** After your securities are transferred to UBS, we may be unable to provide certain services for ARS, such as statement valuations and a way to sell them between auction dates (also known as a secondary market). We also may be unable to provide routine updates from issuers, such as the clearing rate of the last auction or the rate to be paid if the auction failed to clear. When possible, UBS will place your orders or pass along your ARS orders to your former broker-dealer or its successor firm—to sell, to hold, to hold at a rate, or to buy more. There may be instances, however, in which we may be unable to place your orders.

Clients of UBS who held UBS-related ARS on February 13, 2008, or who purchased ARS from UBS between October 1, 2007, and February 13, 2008, may be eligible for a liquidity solution that provides clients with par value for certain ARS. **That solution is not available to persons or entities who were not clients of UBS on February 13, 2008 or who did not purchase ARS from UBS and transfer it to another firm during that time.**

Unless you received a separate notification from UBS informing you that you may own ARS that are eligible for this solution, UBS has no obligation to purchase or sell your ARS. By signing below, you acknowledge that your ARS are not eligible for UBS's liquidity solution unless you were notified otherwise by UBS.

**Delivering Agent:** Please refer to the attached page for delivery instructions.



Account Owner's Signature \_\_\_\_\_ Date \_\_\_\_\_ Additional Party Signature \_\_\_\_\_ Date \_\_\_\_\_

Additional Party Signature \_\_\_\_\_ Date \_\_\_\_\_ Additional Party Signature \_\_\_\_\_ Date \_\_\_\_\_

**Authorization** (UBS Financial Services Inc. completes).

To the prior trustee or custodian: Please be advised that UBS Financial Services Inc. will accept the above-captioned account as successor custodian.

Successor Custodian/Trustee Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

**For Internal Branch Use Only**

**Liquidations**

1. Check with the client to determine if any assets require liquidation.
2. If liquidations are requested, ask the client to contact the branch operations manager at previous firm with verbal instructions. Verbal instructions will result in fewer delays in the transfer process. PLEASE DO NOT SEND LIQUIDATION INSTRUCTIONS TO THE ACCOUNT TRANSFER DEPT. Always follow up the next day to ensure execution

of liquidation request.

**ACAT versus Non-ACAT**—The transfer is an ACAT transfer if both of the following conditions are met: Either part of or the entire account is to be transferred and the delivering firm is ACAT-eligible.

Account is transferring via:  ACAT  Non-ACAT. If ACAT or Non-ACAT, the branch should process the transfer and retain the paperwork.

**All Account Transfer procedures are available on BGAP and InfoNet.**



## Account Transfer Form Delivery Instructions

Delivery Instructions: **All deliveries must include client name and UBS Financial Services Inc. account number.**  
(Tax Identification No. 13-2638166)

**Branch Contact Information**..... Contact Name: \_\_\_\_\_  
Branch Address: \_\_\_\_\_  
City/State/ZIP: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Phone: \_\_\_\_\_

**Forward Checks**..... **Forward checks to the branch contact listed above. Note: if no branch contact information is listed above, forward checks to:**  
  
UBS Financial Services Inc.  
1000 Harbor Blvd.  
Weehawken, NJ 07086  
Attn: Central Check Deposit, 8th Floor  
**All checks must include client name and UBS Financial Services Inc. account number.**

**All DTCC-Eligible Securities**..... Deliver to DTCC Clearing Number 0221. If you have any questions about the clearing number, please call 201-352-6300. **All deliveries must have client name and UBS Financial Services Inc. account number.**

**Dividend Reinvestment/Closed-end Mutual Funds**..... Issue a certificate for all whole shares, liquidate all fractional shares and discontinue dividend reinvestment. **All deliveries must include client name and UBS Financial Services Inc. account number.**

**Physical Delivery of Securities**..... Physical Securities Window  
UBS Financial Services Inc.  
1000 Harbor Blvd., 6th Floor  
Weehawken, NJ 07086  
**All deliveries must have client name and UBS Financial Services Inc. account number.**

**Retail Transfer of Federal Funds**..... UBS AG  
ABA #026007993  
UBS FINANCIAL SERVICES  
A/C #101-WA-258641-000  
F/C UBS-FINSVC CLIENT A/C NAME  
A/C UBS-FINSVC INTERNAL A/C NUMBER

**U.S. Government/Fed Book Entry Securities**..... ABA 021000021  
JPMChase/PAINE/CLIENT A/C # & NAME

**For Correspondence Related to a Liquidation or Transfer of Any Security or Annuity Product**..... UBS Financial Services Inc. Branch (refer to branch contact information listed above). If not listed, call the Phone Number on Client Statement to Obtain Proper Address  
**Do not send liquidation paperwork to Account Transfer Dept.**

**For Limited Partnerships and Retirement Account Transfer Related Correspondence From Contra Firms Only**..... UBS Financial Services Inc.  
1000 Harbor Blvd.  
Weehawken, NJ 07086  
Attn: Account Transfer, 6th Floor  
**Must include client name and UBS Financial Services Inc. account number.**

(Clients: Please send to your Financial Advisor at the UBS Financial Services Inc. branch office.)

## Agreements

### ACCOUNT AGREEMENT

**BY SIGNING THE ACCOUNT APPLICATION, the Trustee(s) (the "Client"), UNDERSTANDS, ACKNOWLEDGES AND AGREES:**

**A.** that upon receipt I will review the New Account booklet section entitled You & Us: Conducting Business with UBS. I understand the material distinctions between advisory and broker-dealer services and acknowledge that, the UBS Client Relationship Agreement establishes a brokerage account, and UBS' obligations as it pertains to that account will be that of a "broker-dealer" as described in the disclosure section and in the brokerage agreement;

**B.** the UBS Financial Services Inc. does not provide legal or tax advice;

**C. that in accordance with the section of the UBS Client Relationship Agreement entitled "Arbitration" I agree in advance to arbitrate any controversies which may arise with, among others, UBS Financial Services Inc. in accordance with the terms outlined therein;**

**D.** that an annual service fee will be charged as described in the Fees and Charges section of the New Account booklet;

**E.** that UBS Financial Services Inc. will not supply the Client's name to issuers of any securities held in the account so the Client will not receive information regarding those securities directly from the issuer, but rather will receive information from UBS Financial Services Inc. instead, unless Client notifies UBS Financial Services Inc. in writing otherwise;

**F.** that the Client has received and read a copy of the Account Agreement and the attached UBS Client Relationship Agreement and agrees to be bound by the terms and conditions contained therein (which terms and conditions are hereby incorporated by reference) as of this date;

**G.** that, upon execution of the Account Application and Account Agreement, the Client will have supplied all of the information requested in the Account Application, including the Owner-Only ERISA Plan Addendum, if applicable, and declares it as true and accurate and further agrees to promptly notify UBS Financial Services Inc. in writing of any material changes to any or all of the information contained in the Account Application including, but not limited to, information relating to the Client's financial situation or investment objectives;

**H.** that upon receipt Client will review the New Account booklet which contains, among other things, UBS Client Privacy Statement, Statement of Credit Practices describing interest charges, the Bill Payment and Electronic Funds Transfer Services Agreement, Fees & Charges and other important information regarding the account and relationship with UBS Financial Services Inc., which booklet and terms and conditions (other than the Privacy Statement) are incorporated herein by reference;

**I.** that, if the Client elected the Electronic Funds Transfer Service as contained herein, the Client authorizes (a) UBS Financial Services Inc. and its processing institution (the "Processing Bank") to initiate the types of transactions indicated in the Description of the Electronic Funds Transfer Service section of the New Account booklet, and adjustments for any entries made in error, to or from

Client's account(s) as contained herein, and authorize the depository(ies) named on the Client's bank account(s) or UBS Financial Services Inc. to debit and/or credit the same to Client's bank account(s); (b) the Processing Bank and Client's bank to comply with any instructions regarding electronic fund transfers between this Business Services Account BSA, Client's bank account, and/or other accounts with UBS Financial Services Inc. provided that such instructions are given to UBS Financial Services Inc. with the Client's PIN/Password and (c) UBS Financial Services Inc., the Processing Bank and the Client's bank to make changes and/or cancellations requested by the Client;

**J.** that the trustees have carefully reviewed the Plan Trust Agreement and any other documents governing the trust and, if necessary, have consulted with counsel before completing this form;

**K.** that if the plan intends to engage in any options or futures transactions or to open certain managed accounts, a copy of the complete Plan and Trust Agreement, including all amendments and any other document governing the investment guidelines or policies of the trust must be provided;

**L.** that the Plan and Plan Trust Agreement are in full force and effect, and all information pertaining to the trust contained herein is true and complete;

**M.** that the Client (a) has broad investment powers under the Plan Trust Agreement and applicable law, to enter into cash transactions, purchase, sell and hold investments including but not limited to, stocks, bonds, mutual funds, certificates of deposits, unit investment trusts, annuities, limited partnerships and government securities and (b) there are not investment restrictions applicable to the trust that have not been disclosed to UBS Financial Services Inc. in the Investment Restrictions section on page 6;

**N.** that the Client will promptly inform UBS Financial Services Inc., by executing an updated Application and Agreement, of any amendment to the Plan Trust Agreement, any change in the composition of the trustees, or any other event that alters the certifications made on this Application and Agreement. UBS Financial Services Inc. shall be entitled to rely on the information in this Application and Agreement until it receives an updated Application and Agreement;

**O.** that the signatures below are the genuine signatures of each of the trustees and if the trustee is a corporate trustee, the signatures below are the genuine signatures of the officers of the trustee duly authorized by the trustee to act on its behalf with respect to the Plan and Trust;

**P.** that the Client or the plan administrator are responsible (and not UBS Financial Services Inc.) for complying with the applicable reporting and disclosure requirements of ERISA and the Internal Revenue Code (including but not limited to reporting of distributions and Form 5500 filings);

**Q.** that the Client agrees that each trustee shall be jointly and severally liable for performing any obligations stated herein. Such obligations and this indemnification shall survive termination of the trust or the termination or transfer of the account and shall be binding upon all heirs, successors or assigns;

**R.** that the Client understands and agrees that UBS Financial Services Inc. limits option and futures transactions in ERISA accounts and warrants that the Client will not engage in any such transactions on behalf of the trust unless the Client is fully empowered to do so;

**S.** that the Client agrees that, where applicable, UBS Financial Services Inc. retains the right to require the joint action of all trustees with respect to any activity relating to the trust accounts whenever UBS Financial Services Inc., in its sole discretion, deems such joint action necessary or appropriate;

**T.** that if only one trustee is listed, it shall be a representation that the listed trustee is the sole trustee. Where applicable, plural references in this Application and Agreement shall be deemed singular;

**U.** that if Client is establishing one or more sub-accounts identified in the Sub-Account Addendum on page 10, Client understands and agrees that this Account Application and Agreement for ERISA Plans (including all documents incorporated by reference) will apply to each sub-account.

## UBS CLIENT RELATIONSHIP AGREEMENT

PLEASE REVIEW THIS CLIENT RELATIONSHIP AGREEMENT, WHICH GOVERNS THE RELATIONSHIP BETWEEN YOU AND US. BY SIGNING THE ATTACHED ACCOUNT APPLICATION, YOU ACKNOWLEDGE THAT YOU UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS OF YOUR UBS ACCOUNT.

### A. Introduction

The terms and conditions expressed in this "Client Relationship Agreement" govern any and all Accounts you are opening now with any UBS Entity. You acknowledge that you have received and read this Client Relationship Agreement. Your New Account booklet contains additional information, the terms and conditions, and the disclosures pertaining to the Accounts and services you may have requested UBS to establish for you. Those documents supplement and are incorporated by reference into this Client Relationship Agreement, and you agree to the terms and conditions set forth in them. If you do not agree to the terms and conditions governing your Accounts, you must close your Account(s) and terminate your Client Relationship Agreement with us. Continued use of your Accounts is evidence of your agreement to the terms and conditions set forth in the New Account booklet.

As you establish additional Accounts or enroll in additional services, we will confirm the expansion of your relationship with us in writing and supply you with the relevant disclosures. For certain Accounts and services, including Accounts in any of our Investment Solutions programs, you may be required to execute additional documents and agreements. Those documents will also supplement and be incorporated by reference into this Client Relationship Agreement and all of them, collectively, will govern your relationship with us. Your continued use of these products, features and Services indicates your acceptance of the terms, conditions and limitations spelled out in those documents.

### B. Representation

By signing the Account Application, you represent that you have reached the age of majority according

to the laws of the state in which you reside and the laws of the State of New York.

You declare that all of the personal and financial information you have supplied to UBS is true and accurate. You agree to notify us promptly of any material changes to that information including especially, but not limited to, information regarding your address, financial situation or investment objectives.

You understand that UBS provides financial and investment services only and does not provide legal or tax advice.

### C. Disclosure of Beneficial Ownership

You understand that UBS will not disclose your name, address and security position to issuers of any securities held in your Account(s) unless you have instructed us to do so. As a result, you may not receive information regarding those securities directly from the issuer, but from UBS instead. Your instructions are reflected on the Account Information pages of this booklet. If you wish to change your instructions, call your Financial Advisor.

### D. Statement Householding

As a convenience to you, we may consolidate some or all account statements with the same address in the same envelope. This practice is known as "householding."

Accounts may be added to or excluded from householding as clients move to or from the address to which the household account statements are sent.

Additionally, the individual selected to receive the household account statements may also change over time.

Where owners of joint accounts live at different addresses, the statements will be sent to at least one of the account owner's address, and if householding is already in place at that address, then such joint account statements may be household with any other household account statements sent to that same address.

However, if you wish to opt out of householding, please call your Financial Advisor at the toll-free number listed on your account statements to receive individual statements mailed in separate envelopes.

### E. Introduced Accounts

You understand that if your account is opened with UBS International Inc. or UBS Financial Services Incorporated of Puerto Rico, then your account is being introduced to UBS Financial Services Inc. and will be carried by UBS Financial Services Inc. in your name. By signing the Account Application, you acknowledge that you have reviewed the section titled "Introduced Accounts" located in the General Terms and Conditions chapter. This section describes the services provided by UBS International Inc. or UBS Financial Services Incorporated of Puerto Rico and UBS Financial Services Inc.

### F. UBS Deposit Account Sweep Program

If eligible, your Account will be automatically been enrolled in the UBS Deposit Account Sweep

*The "Client Relationship Agreement" is this document, which you acknowledge governs the overall relationship between You & Us.*

*Throughout this Agreement, "you," "your" and "yours" refer to you as Client(s) of UBS. "UBS," "we," "us," "our" and "ours" refer to UBS Financial Services Inc. and unless we indicate otherwise, its successor firms, subsidiaries, correspondents and/or affiliates, including without limitation, its parent company, UBS AG; (its affiliates) UBS Financial Services Incorporated of Puerto Rico and UBS International Inc., both of which clear through UBS Financial Services Inc.; UBS Bank USA, UBS Credit Corp., UBS Trust Company, N.A. and their insurance agency affiliates and subsidiaries and all other subsidiaries and affiliates. Each of these affiliates of UBS Financial Services, Inc. is sometimes also referred to as a UBS Entity.*

*See the Client Privacy Notice for more information about Statement Householding.*

*A "Fund" refers to one or more of the RMA money market funds as described in the prospectuses of the UBS RMA Funds.*

*Free cash balances in Individual Retirement Accounts (IRAs) will sweep into the UBS Bank USA Deposit Accounts.*

*The features and fees of your IRA are more fully described in the IRA section of your New Account booklet.*

*Please review the Margin Agreement contained in your New Account booklet. If you wish to opt out of Margin, call your Financial Advisor.*

*The features and fees of your RMA or Business Services Account BSA are more fully described in your New Account booklet.*

Program. By signing the Account Application, you authorize us to "sweep" the free cash balances in your Account into an interest-bearing FDIC-insured Deposit Account at UBS Bank USA or into the Fund or other sweep option you have chosen and subsequently withdraw Deposit Account balances or liquidate any such shares so purchased or at such times, and for such periods of time as we may decide in our sole discretion.

In addition, you authorize us to make withdrawals from your Account in accordance with the terms of the UBS Deposit Account Sweep Program and the General Terms and Conditions in the New Account booklet. You agree that we have the right to withhold the redemption, liquidation or withdrawal of proceeds or other payments from your Account until all funds placed in your Account have been collected. The collection periods are set forth in the New Account booklet. It may, therefore, be necessary for us to delay acting on instructions or effecting payments until your Account contains funds sufficient to meet your obligations. Your authorization will remain in force until a reasonable time following the receipt by UBS Financial Services of written notice of revocation.

The terms and conditions of the UBS Deposit Account Sweep Program are more fully described in the UBS Deposit Account Sweep Program Disclosure Statement contained in your New Account booklet. By signing below you agree that from time to time in our sole discretion we may update or modify the UBS Deposit Account Sweep Program and/or change the sweep options or types of sweep options in which free cash balances are "swept". If you wish to change your sweep option, please contact your Financial Advisor.

**G. Individual Retirement Account(s)**

If you have requested UBS to establish a Traditional, Roth or SIMPLE Individual Retirement Accounts (IRA), your New Account booklet contains the UBS IRA Custodial Agreement and the IRA Disclosure Statement. You agree to be bound by the terms and conditions set forth in those documents. In accordance with the UBS IRA Custodial Agreement, you designate UBS Financial Services Inc. as custodian of your IRA. This designation becomes effective when UBS Financial Services Inc. accepts it.

At your death, your IRA will be transferred to the beneficiary or beneficiaries you have designated in the Account Application.

You may change your beneficiary designation at any time by notifying UBS in writing of the change in a form acceptable to UBS. Any interest in your IRA that is not effectively disposed of by the beneficiary designation in place at the time of your death will be paid to your surviving spouse, or if you have no surviving spouse, to your estate. You may be charged a Custodial Account fee in connection with this IRA.

**H. Margin and Margin Requirements**

You will automatically be considered for margin unless you opt out. If you have selected Margin on this Account, you understand that when you use your margin privileges, we will hold the securities in

your Account as collateral against the amounts you borrow. You agree, therefore, to keep sufficient positions and margin in your Account to meet the requirements set by any applicable statutes, rules, regulations, procedures or industry customs. We may deem it necessary or advisable to establish additional requirements for margin Accounts. You also agree to maintain enough assets in your Account to satisfy any and all margin calls issued in connection with the Account.

In Accordance with the Margin Agreement contained in your New Account booklet, certain securities in your Account may be loaned to UBS or to other persons or entities.

**I. Resource Management Account®/Business Services Account BSA®**

If you have requested that we open one or more Accounts for you that are Resource Management Accounts® (RMA®) or Business Services Account BSA®, you understand and agree that your request to open an Account is subject to our approval, and that we will accept your request in our sole discretion after we have received this signed Agreement. For any Account you have with us now or may open in the future, if you want to add any of the Resource Management Account or Business Services Account BSA features or services, such as the UBS American Express Card, Check Writing, Electronic Funds Transfer, Bill Payment or Online Services features, you may request to be enrolled in one or more of these services (or other services that UBS may offer in the future) by making a verbal request to your Financial Advisor or, where available, by enrolling online. You understand and agree that any request to add Resource Management Account and Business Services Account BSA features or Services is subject to our approval, and we may ask you to sign additional documents or provide additional information in connection with those additional features or services. You agree that once approved, the requested features or services will be subject to the terms and conditions of the New Account booklet and Client Relationship Agreement in effect at the time the service is requested. You will receive the terms and conditions governing the features or services you request, which will be deemed incorporated by reference into your existing Account agreement(s). Your use of any added or different feature or service will constitute your acceptance of the terms and conditions provided to you in the future.

If you have chosen to open an RMA or Business Services Account BSA at the Select Level, you understand that your RMA or Business Services Account BSA includes a UBS American Express Card and, if you apply for and your application is approved by the Card Issuer, a UBS Visa Signature credit card (no annual fee). If you have chosen to open an RMA or Business Services Account BSA at the Premier Level, you understand that your RMA or Business Services Account BSA includes a UBS American Express Card and, if you apply for and your application is approved by the Card Issuer, a UBS Visa Signature credit card and provides additional rewards and benefits and that a \$350 additional annual upgrade fee applies. If you have chosen to open an RMA or Business Services Account BSA at the Charter Level,



you understand that your RMA or Business Services Account BSA includes a UBS American Express Card and, if you apply for and your application is approved by the Card Issuer, a UBS Visa Signature credit card and provides additional rewards and benefits and that a \$1500 additional annual upgrade fee applies. See the New Account booklet for further details.

The New Account booklet contains detailed information about your RMA or Business Services Account BSA and a description of the features and services you have selected. You agree to be bound by the terms and conditions set forth there, and understand that you will be charged an annual service fee, brokerage fees for all securities transactions effected, and other fees as set forth in the Fees and Charges section of the New Account booklet. These fees are subject to change by us at any time. Your authorization with respect to your Accounts will remain in force until a reasonable time after we receive your written notice of revocation.

**J. Check Writing**

If you have requested the ability to write checks or authorize drafts to be drawn on your RMA or Business Services Account BSA, you hereby authorize our Check Provider to honor checks bearing your signature(s) and unsigned drafts presented on the basis of separate written authorization from you to the payee. You understand that you may use these checks only in conjunction with your RMA or Business Services Account BSA and only up to amounts within the Account's "Withdrawal Limit" as defined in the General Terms and Conditions contained in your New Account booklet. You also authorize us to debit your RMA or Business Services Account BSA and reimburse the Check Provider in federal funds when checks or drafts are presented to the Check Provider. Finally, you agree to maintain sufficient available assets in your Account to cover payment on the day you write the check or authorize the draft through the day on which your Account is debited to pay for the check or draft.

**K. UBS American Express® Card**

If you have expressed an interest in obtaining one or more UBS American Express Cards (each a "Card") in conjunction with your RMA or Business Services Account BSA, by signing below you are requesting the issuance of (and are applying for) one or more Card(s). You authorize us and the Card Issuer we have appointed to complete any transactions you initiate in the manner described in the New Account booklet when using your UBS American Express Card. You understand that the Card Issuer will approve transactions up to your Account's "Withdrawal Limit" as defined in the General Terms and Conditions contained in your New Account booklet, you agree to maintain sufficient available assets in your Account to make payment in full for any Card transactions as they are processed, and you authorize us to debit your RMA or Business Services Account BSA and reimburse the Card Issuer in federal funds when Card transactions are processed. You also understand that the Card Issuer may suspend and/or cancel any Card if sufficient assets are not available in your Account to cover your transactions. You agree that the use of any Card in connection with your RMA or Business

Services Account BSA will be governed by the terms and conditions in the UBS American Express Card Cardholder Agreement contained in your New Account booklet, and you agree to comply with those terms and conditions.

**L. UBS VISA Signature Credit Card**

If you and/or any joint account holder(s) have expressed an interest in obtaining one or more UBS Visa Signature credit cards (each a "Credit Card") for the individual(s) listed on your Account Information page, by signing the Account Application you and/or any joint account holder(s) are requesting the issuance of (and are applying for) one or more Credit Card(s). You were informed that Joint Account owners are not required to apply jointly for the UBS Visa Signature Credit Card, and that you can inform your Financial Advisor if you want to apply individually. Transactions with your Credit Card are billed separately from your RMA or Business Services Account BSA. Note that you may request that your balances be paid each month automatically from your RMA or Business Services Account BSA. Please see the Credit Card Terms and Conditions for rate, fee and other cost information. You understand that your Credit Card(s) will be issued by the Card Issuer and that your Credit Card account will be managed according to the UBS Visa Signature Credit Card Cardholder Agreement, which is governed by Delaware law. A copy of the UBS Visa Signature Credit Card Cardholder Agreement will be sent to you with your Credit Card(s). You agree to be bound by the UBS Visa Signature Credit Card Cardholder Agreement and understand that your Credit Card Account is subject to change as stated in the UBS Visa Signature Credit Card Cardholder Agreement and is not subject to the General Terms and Conditions or this Client Relationship Agreement. As part of your application, you request UBS to share with the Card Issuer the information that it requests to open your Credit Card account and you further request that we use the information which we have provided to the Card Issuer on your behalf to update our own records. You agree that we and the Card Issuer may share information including application data, approval status and transaction information. We will not provide employment or source of funds information about you to Barclays Bank Delaware.

By signing the Account Application, you indicate your consent for the Card Issuer to obtain a credit report in connection with its review of your application and after it establishes your Credit Card account, to administer your Credit Card account, and report its credit experience with you to others. At your request, the Card Issuer will provide the name and address of each consumer reporting agency from which it obtained a report about you. After your Credit Card account is open, you will have the opportunity to select the way in which the Card Issuer can use or share information about you for marketing or Credit Card account maintenance purposes.

You agree that we may use information about your Credit Card transactions provided by the Card Issuer to update your UBS monthly account statement and our records.

*"Check Provider" refers to the check-processing firm we appoint to handle payment of your checks and drafts.*

*If you have requested check writing, your checks will be sent to you under separate cover after your Account has been approved.*

*"Card Issuer" refers to Barclays Bank Delaware, the bank we have appointed to issue and administer the UBS Resource Card Program.*

*If you have requested a Card, your UBS American Express Card(s) will be mailed to you under separate cover after your Account has been approved.*

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



*"Property" includes, but is not limited to, securities, money, stocks, options, bonds, notes, futures contracts, commodities, commercial paper, certificates of deposit and all other obligations, contracts and property usually and customarily dealt in by brokerage firms and any other property that can be recorded in any of your Accounts with us. See the UBS Statement of Credit Practices.*

You agree that any dispute between you and the Card Issuer will be resolved by binding Arbitration. For more information regarding Arbitration please consult the UBS Visa Signature Credit Card Cardholder Agreement.

By signing the Account Application, you agree that (a) you are at least 18 years old and a permanent resident of the United States, (b) you have reviewed and accept the UBS Visa Signature credit card Terms and Conditions provided to you with this Client Relationship Agreement and (c) all information provided to us was provided truthfully and completely.

You agree that we may use information about your Credit Card transactions provided by Barclays Bank Delaware to update your UBS monthly account statement and our records.

**M. Bill Payment and Electronic Funds Transfer Service**

If you enroll in the Bill Payment and Electronic Funds Transfer Service, you agree that those services are governed by the Bill Payment and Electronic Funds Transfer Agreement, which is included in your New Account booklet and incorporated here by reference, and you authorize us to make payments and transfers to and from your Designated Internal Account and Authorized Outside Account(s) in accordance with your instructions. You may provide instructions online, over the telephone or in writing. When you use UBS Online Services, ResourceLine, our telephone voice response system, or speak to a live operator, you will be asked 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.

You agree to maintain sufficient balances to cover your bill payments and electronic funds transfers on the process date described below or on such other date we debit your Account for the bill payment or electronic funds transfer. 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 make a debit or credit to 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 transactions from your other banks or financial institutions in order to provide to you the UBS Bill Payment and Electronic Funds Transfer Service, including for example to resolve transfer posting problems.

**N. Security Interest**

As security for the payment of all liabilities or indebtedness presently outstanding or to be incurred under this or any other agreement between you and any UBS Entity, you hereby grant to each UBS Entity a security interest in and lien on any and all Property

held or carried by any UBS Entity for you or on your behalf in or credited to any UBS Account(s), and in any other Account with UBS Entity in which you may have any legal, equitable or other interest. All such Property will be subject to such security interest as collateral for the discharge of your obligations to UBS Entity, wherever or however arising and without regard to whether or not we made loans with respect to that Property. In enforcing our security interest, we have the discretion to determine the amount, order and manner in which the Property will be sold and have all the rights and remedies available to a secured party under the Uniform Commercial Code ("UCC") in addition to all other rights provided in this Agreement or by law. You will not cause or allow any of the Property held in any of your UBS Accounts, whether owned now or acquired later, to be or become subject to any liens, security interests, mortgages or encumbrances of any nature other than our security interest, without our prior written consent. Each UBS Entity shall act as agent for and on behalf of each other UBS Entity for purposes of perfecting, maintaining and enforcing the security interests granted hereunder or by operation of law and each UBS Entity acting in the capacity of a deposit bank, securities intermediary or commodities intermediary, as the case may be, hereby agrees to follow the instructions and entitlement orders of each other UBS Entity with respect to the Property as a secured party hereunder, in each case with further consent by you, the Client. You hereby authorize and direct each such UBS Entity to follow the instructions and entitlement orders of each other UBS Entity, as applicable.

**O. Liquidation of Collateral or Account**

We may satisfy any and all amounts you owe us in connection with any of your Accounts from Property we hold or carry in any of your Accounts with us. Additionally, we may sell any or all Property held in any of your Accounts with us and cancel any open orders for the purchase or sale of any Property without notice in the event of your death or dissolution, or whenever in our discretion it is necessary for our protection. In such events, we may also borrow or buy-in all Property held in any of your Accounts with us required to make delivery against any sale initiated for you. Such sale or purchase may be public or private and may be made without advertising or notice to you and in the manner we determine in our sole discretion. Your waiver will not be invalidated by any demands, calls, tenders or notices that we may make. At any such sale, we may purchase the Property or any portion thereof free of any right of redemption and you will remain liable for any deficiency in any of your UBS Accounts, plus any accrued interest on the deficiency at our then customary rate, if applicable, or at the maximum rate allowable by law. We will not be liable to you in any way for any adverse tax consequences resulting from a liquidation of appreciated collateral.

**P. USA Patriot Act**

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information and documentation identifying each Accountholder. Therefore, when you open an Account, we will ask for your name, address, date of

birth and other identifying information about you. We may ask to see your driver's license or other identifying documents. We may also screen your name against various databases to verify your identity. If we are unable to verify your identity, we have the right, at any time and without prior notice,

- i. To sell any or all Property in any of your Accounts with us, whether carried individually or jointly with others,
- ii. To buy any or all Property which may be held short in your Account,
- iii. To cancel any open orders and close any or all outstanding contracts,
- iv. To liquidate any of your Accounts with us, or
- v. To distribute the assets in your Account to you.

We are not responsible for losses you incur if we have to sell your Property or positions, nor are we responsible for the tax consequences of liquidating assets and/or distributing them to you.

#### Q. *Credit Report*

You authorize us to obtain a credit report or other credit references concerning you, and to verify or update the credit information you may have given to us at any time. This includes, without limitation, making verbal or written inquiries concerning your credit history. You authorize, and request that we provide on your behalf, your credit report or other credit information to the Card Issuer and Check Provider or to our affiliates, as we deem necessary or advisable to effect, administer and enforce all transactions, as well as to service, process and maintain your Account(s). You also authorize the use of this information for the purpose of offering you additional products, which from time to time may be of interest to you.

#### R. *Your Privacy*

At UBS, we are committed to safeguarding your personal information. See the UBS Client Privacy Notice in the New Account booklet, which describes the personal information we collect about you and how we handle and protect it.

#### S. *Entire Agreement and Changes to the Agreement*

The provisions of this Client Relationship Agreement and the documents incorporated here by reference, including the agreements Terms and Conditions set forth in the New Account booklet constitute, and are intended to constitute, the entire Agreement between You & Us with respect to your Account(s). They supersede any prior agreements relating to your Account(s). We will not undertake any obligations or incur any duties or obligations other than those expressly provided for in this Agreement, the documents incorporated here by reference, or statute and government regulation.

Upon written notice to you, we may change our Agreement with you at any time and may cease to offer any or all services. Any such change becomes effective on the date of the notice unless the notice specifies a later date. However, you remain liable for any outstanding debits and/or charges to your Account. Your continued use of our products and Services under the new Agreement constitutes acceptance of any change. All other changes to the Agreement will become effective only if offered in writing and signed by us.

#### T. *Applicable Law*

This Agreement, including the Arbitration provisions in the next paragraph, its enforcement and the relationship between you and us will be governed by the laws of the State of New York, without giving effect to the choice of law or conflict of laws provisions thereof. The Agreement is binding on you provided that there is no inconsistency with the Federal securities laws or the Federal or State banking laws. In connection with any Card issued, the respective Cardholder Agreement shall be governed by Federal law and the law designated by the Card Issuer in that Cardholder Agreement.

In the event that any of the Arbitration provisions below are found to be unenforceable, you agree that we will, for purposes of determining all matters with regard to the Agreement, submit to the exclusive jurisdiction of the courts of the State of New York and the Federal courts sitting in the Southern District of New York. You also consent to service of process by certified mail to your Account's address of record and waive any forum non-conveniens and venue claims. You agree with us that if any term, covenant, condition, or provision of the Agreement is held to be invalid, void, or unenforceable, the remainder of the provisions will remain in full force and will be construed, to the maximum extent possible, in such a way as to give effect to the intent of any provision that has been called into question.

#### U. *Arbitration*

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

- **Arbitration is final and binding on the parties. All parties to this Agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.**
- **The parties are waiving their right to seek remedies in court, including the right to jury trial. Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.**
- **Pre-arbitration discovery is generally more limited than and different from court proceedings. The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.**
- **The arbitrator's award is not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of rulings by the arbitrators is strictly limited. The arbitrators do not have to explain the reason(s) for their award.**
- **The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.**

*Please see the UBS Client Privacy Notice in the New Account booklet for further information, including information on your ability to opt-out of certain information sharing.*

*This "Client Relationship Agreement" governs the overall relationship between You & Us.*

*This Arbitration Agreement represents standard industry practice and binds You & Us to arbitrate any disagreements that may arise between us.*

- The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.
- The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this Agreement.
- You agree, and by opening an account for you, UBS Financial Services Inc. or UBS International Inc. or UBS Financial Services Incorporated of Puerto Rico, as applicable, agrees, and by carrying an account for you UBS Financial Services Inc. agrees, that any controversy, claim or issue in any controversy which may arise between you and UBS Financial Services Inc., or you and UBS International Inc. or you and UBS Financial Services Incorporated of Puerto Rico, that occurred prior, on or subsequent to the execution of this Agreement, including but not limited to, any controversy, claim or issue in any controversy concerning any account(s), transaction, dispute or the construction, performance or breach of this or any other Agreement (whether entered into prior, on or subsequent to the date hereof) shall be determined by arbitration. Any arbitration under this Agreement shall be held under and pursuant to and be governed by the Federal Arbitration Act, and shall be conducted before an arbitration panel convened by the Financial Industry Regulatory Authority ("FINRA," f/k/a the New York Stock Exchange, Inc. and/or the National Association of Securities Dealers, Inc.), whichever appropriate. You may also select any other national securities exchange's arbitration forum upon which UBS Financial Services Inc. or, for those accounts opened with UBS International Inc., UBS International Inc. is legally required to arbitrate the controversy with you, including where applicable, the Municipal Securities Rulemaking Board. Such arbitration shall be governed by the rules of the organization convening the panel. The award of the arbitrators, or of the majority of them, shall be final, and judgment upon the award rendered may be entered in any court of competent jurisdiction.
- No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration Agreement against any person who has initiated in court a putative class action; who is a member of a putative class who has opted out of the class with respect to any claims encompassed by the putative class action until:
  - i. THE CLASS CERTIFICATION IS DENIED;
  - ii. THE CLASS IS DECERTIFIED; OR
  - iii. THE CUSTOMER IS EXCLUDED FROM THE CLASS BY THE COURT.
- Such forbearance to enforce an Agreement to arbitrate shall not constitute a waiver of any rights under this Agreement except to the extent stated herein.
- You expressly agree that service of process in any action shall be sufficient if served by certified mail, return receipt requested, at your last address known to UBS.
- You expressly waive any defense to service of process as set forth above.

# Client Privacy Notice

## We Take Important Steps to Help Safeguard the Personal Information We Collect About You

At UBS, we are committed to safeguarding your personal information. This notice describes:

- The types of personal information we may collect about you
- The purposes for which we use the information
- The circumstances in which we may share the information
- The choices you have with regard to sharing and use of the information
- The steps that we take to safeguard the information to protect your privacy

As part of our normal business practices, we distribute our policy annually or when significant changes are made to it.

This notice is being provided on behalf of UBS Financial Services Inc., all partnerships and registered funds managed by UBS Financial Services Inc.'s Alternative Investment Group<sup>1</sup>, UBS Financial Services Incorporated of Puerto Rico, UBS Trust Company of Puerto Rico, UBS Bank USA, UBS Credit Corp., UBS Trust Company, N.A., UBS International Inc., and their insurance agency affiliates and subsidiaries. This notice applies to personally identifiable information about a consumer's or an individual's current or former client relationship with these companies.

If your relationship with us is part of an employee stock benefit plan, please see "Special Note for Clients With Limited-Purpose Employee Stock Benefit Plan Accounts Administered by Us" below for specific information about these types of accounts.

## Why and How We Collect Personal Information

We collect personal information to enable us to provide products and services to you and to improve and conduct our business. For example, we collect personal information to:

- Help us evaluate your financial needs
- Process your requests and transactions
- Inform you about products and services that may be of interest to you
- Provide you with effective and efficient customer service
- Assess products and services

We collect information from a variety of sources, including:

- Account applications and other forms that you submit to us, which provide information such as your name, address, e-mail address, telephone number, date of birth, Social Security number or other tax identification number, occupation, financial goals, assets and income
- Your transactions or experiences with us and our affiliated companies
- Outside companies, such as credit bureaus, regarding your credit history or employment status
- Your employer, if we have been engaged to provide stock benefit administration services on its behalf

## Who Has Access to Personal Information

Only those employees who need to have access to personal information to perform their jobs are authorized to use your personal information. They may need access to your personal information to conduct business on your behalf, service your account, help you and your Financial Advisor pursue your financial objectives, and to conduct our business.

## How We Safeguard Your Personal Information and Protect Your Privacy

UBS is committed to protecting the privacy and confidentiality of your personal information. Employees who have access to your personal information are required to maintain and protect the confidentiality of that information and must follow established procedures. We maintain physical, electronic and procedural safeguards to protect your personal information to comply with applicable laws and regulations.

## Why and How We Share Information With Our Affiliates

We may share your personal information (as described above in "Why and How We Collect Personal Information") with our affiliates as required or permitted by applicable law. Our affiliates are companies controlled or owned by us, or companies that control us, such as our corporate parent, UBS AG, or are under common control with us.

For example, we may share information with our affiliates in order to:

- Process transactions relating to your account
- Service your account
- Provide you with information about products and services

We may share with our affiliates your name, contact information and information about our transactions and experiences with you so that they and we can efficiently service your account(s) and conduct our business. For example, we may share this information with one of our affiliates to facilitate a transaction on your behalf or conduct maintenance of your account(s).

We also may share with our affiliates personal information that was collected to determine your eligibility for products and services you previously requested from us. This "eligibility information" includes information used to determine creditworthiness, such as net worth, income or credit history. As an example, we may share your eligibility information with our affiliates in arranging specialized services such as asset management, advisory, and trust services.

In addition, we may share your personal information with our affiliates, including both transaction and experience and eligibility information, so that they may offer products or services that may be appropriate for you. As one example, we may share your personal information with our bank or mortgage affiliates so that they could offer their products or services directly to you.

You have a right under some circumstances to instruct us not to share certain eligibility information and/or personal information with our affiliates. For more information on this right, please read the "How You Can Direct How Your Information Is Shared and Presented" section below.

## Why and How We Share Information With Nonaffiliated Third Parties

We do not and will not rent or sell your personal information. However, we may share your personal information (as described above in "Why and How We Collect Personal Information") with companies that we hire to perform services for us, such as vendors that provide data processing, computer software maintenance and development, transaction processing and marketing services.

In addition, to help us service your account or to offer products and services that may meet your financial needs, we may share your name, contact information, and information about our transactions and experiences with you with nonaffiliated financial service institutions with which we have agreements to market financial services or products that we jointly offer, endorse or sponsor. Nonaffiliated financial service institutions include mutual fund companies, securities brokers, clearing brokers and banks.

<sup>1</sup>This includes all the partnerships and funds managed by UBS Financial Services Alternative Investment Group that utilize the UBS name, as well as other partnerships and funds including the Avon Associates Limited Partnership, Capitol Street Associates, Chadbourne Road Associates, PW Champlain Associates, L.P., Fitchburg Associates, Franklin Street Associates, Fremont Avenue Associates, Geneva Drive Associates, Hamilton Associates Limited Partnership, McCullough Avenue Associates Limited Partnership, Midtown Associates Limited Partnership, Midtown Associates Limited Partnership/1984, Mid-Continent Associates, Northwestern Associates Limited Partnership, Palmetto Center Associates Limited Partnership, Southwestern Associates, Spring Mountain Road Associates, Main Street Associates, Trumbull Associates Limited Partnership, and the PaineWebber R&D Partners III, L.P.

In the two cases above, the nonaffiliated companies and nonaffiliated financial service institutions with which we share your personal information are required to limit their use of such information to the particular purpose for which it was shared and they are not allowed to share your personal information with others except to fulfill that particular purpose.

Finally, we may disclose personal information to others, including non-affiliated companies, credit bureaus and regulatory authorities, as either required or permitted by applicable law. For example, we may disclose personal information to:

- Comply with investigations by regulatory authorities or law enforcement agencies
- Protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liabilities
- Respond to judicial or legal process, such as subpoena requests

### **How You Can Direct How Your Information Is Shared and Presented**

Our ability to share information with our affiliates helps us and them to more readily provide you with quality products and services to meet your financial needs and goals. Nevertheless, to respect your wishes with regard to how we share and use your information, we offer “opt out” alternatives. These permit you to direct how your information is shared with our affiliates, in some cases how those affiliates use the information, and how the information is presented in statements and periodic “playback” mailings. If you have a joint account, your direction for us not to share personal information with our affiliates and for those companies not to use your personal information for marketing will be applied to all account holders on that account.

#### *Eligibility Information Sharing With Our Affiliates*

If you do not want us to share eligibility information (see “Why and How We Share Information With Our Affiliates” above for a definition of “eligibility information”) about you with our affiliates, you may opt out of these disclosures. That is, you may instruct us not to share eligibility information with our affiliates. Please note that, even if you direct us not to share eligibility information with our affiliates, we may still share your personal information—including eligibility information—with our affiliates as permitted by law, for example, to process transactions or to service your account. Moreover, we may also share certain other types of noneligibility information with our affiliates, such as your name, address, telephone number, e-mail address and account number(s), and information about your transactions and experiences with us.

If you wish to opt out of the disclosure of eligibility information, please call your Financial Advisor at the toll-free number listed on your account statements.

#### *Marketing from Our Affiliates*

You may limit our affiliates’ ability to market their products and services to you based upon your personal information that they receive from affiliated UBS companies. Please note that, even if you limit our affiliates’ use of your personal information for marketing purposes, there are exceptions. For instance, a UBS company with which you maintain a relationship may still offer you information about its products and services. Your choice to limit marketing offers will apply until you tell us to change your choice. If you have already made a choice to limit marketing offers from other UBS companies, you do not need to act again.

If you wish to opt out from our affiliates’ use of your personal information for marketing purposes, please call your Financial Advisor at the toll-free number listed on your account statements.

#### *Statement Householding*

As a convenience to you, we may consolidate some or all account statements with the same address in the same envelope. This practice is known as “householding.” Accounts may be added to or excluded from householding as clients move to or from the address to which the householded account statements are sent. Additionally, the individual

selected to receive the householded account statements may also change over time. Where owners of joint accounts live at different addresses, the statements will be sent to at least to the address of one account owner, and if householding is already in place at that address, then such joint account statements may be householded with any other householded account statements sent to that same address.

If you wish to opt out of householding, please call your Financial Advisor at the toll-free number listed on your account statements to receive individual statements mailed in separate envelopes.

#### *Periodic ‘Playback’ Mailings*

After a new account is opened, whenever your investment objectives or financial information is updated, and on a periodic basis during the year, we confirm your personal information in your statement to verify that our records are correct. These mailings, known as “playbacks,” confirm certain account information such as date of birth, employment status and annual income.

If you are concerned about other account holders in your statement household (as outlined above in “Statement Householding”) viewing this information, you may call your Financial Advisor at the toll-free number listed on your account statements and request that your playbacks be mailed in separate envelopes.

#### *Special Note for California and Vermont Accounts*

Additional requirements beyond federal law are imposed by Vermont and California law for residents of those states. Accordingly, we do not share information with third parties for accounts with a primary mailing address in those states except as required or permitted by applicable federal and state law. To comply with California and Vermont laws, we do not household account statements without written consent for accounts with a primary mailing address in California or Vermont. Therefore, these accounts are automatically opted out of statement householding. Additionally, Vermont accounts are automatically opted out of the sharing of eligibility information and use of personal information for direct marketing by our affiliates (as described in “How You Can Direct How Your Information Is Shared and Presented” above). If this paragraph applies to your accounts and you would like to have your statements householded or receive marketing communications from our affiliates, please contact your Financial Advisor at the toll-free number listed on your account statements.

#### **Accessing and Revising Your Personal Information**

We strive to keep our customer files complete and accurate. We encourage you to review information in account statements and notify us if you believe any information should be corrected or updated. If you have questions or concerns about your personal information or this privacy notice, please contact your Financial Advisor at the toll-free number listed on your account statements.

#### **Special Note for Clients With Limited-Purpose Employee Stock Benefit Plan Accounts Administered by Us**

If your relationship with us is solely through a limited-purpose employee stock benefit plan account, we share personal information only for the purposes of administering and providing stock benefit plan services. These limited-purpose accounts are excluded from sharing of personal information with our affiliates and nonaffiliated third parties, except in connection with performing those services or completing transactions authorized by you, or for regulatory or legal purposes. For example, we share information with mailing vendors that produce statements and confirms on our behalf, but we do not disclose your personal information to affiliates or nonaffiliated third parties for marketing purposes. Accordingly, these accounts have been opted out automatically from the sharing of eligibility information and directing marketing by our affiliates described in “How You Can Direct How Your Information Is Shared and Presented” above.

Because your plan sponsor provides us with your personal information, please contact your personnel or human resources department for changes to your personal information.

Last updated: July 1, 2008

# General Instructions for Form W-9

Section references are to the Internal Revenue Code unless otherwise noted.

## Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to

Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, and royalties.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

## Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required,
3. The IRS tells the requester that you furnished an incorrect TIN,
4. IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* above.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last

name shown on your social security card, and your new last name. If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

#### Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding. The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the

- Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

#### Taxpayer Identification Number (TIN)

IF the payment is for...	THEN the payment is exempt for...
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000	Generally, exempt payees 1 through 7

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on the next page for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://www.irs.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

### Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 31.

**Signature requirements.** Complete the certification as indicated in 1 and 2 below.

1. **Interest, dividend, broker, and barter exchange accounts.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
2. **Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

### What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 30.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

### Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.