

Client Information

MAX FOUNDATION

Client Information

| | |
|-------------------------------|-------------------|
| Name | MAX FOUNDATION |
| Organization Structure | Foundation |
| Incorporated | No |
| Publicly Listed | No |
| For Profit | Yes |
| Name(s) of Principal Officers | Ghislaine Maxwell |

Contact Information

| | |
|-----------------------|-------------------------|
| Residential Address | 116 East 65th Street |
| City, State, Zip Code | New York, NY 10065-7007 |
| Home Phone | [REDACTED] |
| E-mail Address | [REDACTED] |

Net Worth Information

| | |
|--|----------------------------------|
| Annual Income | Range from \$0 - \$29,999 |
| Liquid Assets (cash and marketable securities) | Range from \$100,000 - \$249,999 |
| Net Worth (excluding primary residence) | Range from \$100,000 - \$199,999 |

You have indicated that you do not derive a substantial amount of your income / wealth (over 50%) from a country outside of the United States.

Investment Information

| | |
|---|------|
| Years you have held investment accounts | 10 |
| Equities | None |
| Bonds | None |
| Futures | None |
| Options-Buy | None |
| Options-Sell | None |

Knowledge of investments You have indicated you have a good understanding of financial markets and market investments.

Percentage of total investable assets held at UBS 41-60%

Affiliations

Affiliated with securities firms or broker/dealer? No

You have indicated that you are not an employee of UBS AG, its subsidiary or affiliates.

You have indicated that you are not related to an employee of UBS AG, its subsidiary or affiliates.

You have indicated that you are not a control person (Policy-maker, director or 10% shareholder) of a publicly traded corporation.

U.S. Federal law requires us to obtain, verify and record information that identifies each person or entity that opens an Account with us. When you open an Account, we will ask for your name, street address, date of birth and a tax identification number, such as a Social Security number. We may also ask to see a driver's license or other documents that will allow us to identify you.

Please review and verify all of the information that you provided to us when you opened your Account. If you have changes, corrections or additions, notify your Financial Advisor as soon as possible.

If you share assets with another person, the net worth figure here shows your portion only, based upon instructions you provided.

Investment Information: This section reflects answers you provided related to your investment experience, market knowledge and other assets and is used to ensure our investment recommendations are suitable for your situation.

Ghislaine Maxwell**Personal Information**

| | |
|----------------|-------------------|
| Name | Ghislaine Maxwell |
| Citizenship | United States |
| Gender | Female |
| Date of Birth | [REDACTED] |
| Marital Status | Single |

Contact Information

| | |
|-----------------------|-------------------------|
| Residential Address | 116 E 65th Street |
| City, State, Zip Code | New York, NY 10065-7007 |
| Home Phone | [REDACTED] |
| E-mail Address | [REDACTED] |

Employment Information

| | |
|-----------------------|----------------------|
| Employment Status | Employed |
| Occupation | Other |
| Occupation Industry | Other |
| Employer Name | The TerraMar Project |
| Business Address | [REDACTED] |
| City, State, Zip Code | [REDACTED] |

Net Worth Information

| | |
|--|-----------------------------------|
| Annual Income | Range from \$200,000 - \$499,999 |
| Liquid Assets (cash and marketable securities) | Range from \$10,000,000 AND ABOVE |
| Net Worth (excluding primary residence) | Range from \$10,000,000 AND ABOVE |

You have indicated that you do not derive a substantial amount of your income / wealth (over 50%) from a country outside of the United States.

Investment Information

| | |
|---|---|
| Years you have held investment accounts | 20 |
| Equities | None |
| Bonds | None |
| Futures | None |
| Options-Buy | None |
| Options-Sell | None |
| Knowledge of investments | You have indicated you are an experienced investor in financial markets and market investments. |
| Percentage of total investable assets held at UBS | Less than 20% |

Other

| | |
|-------------------|-----|
| Own Home or Rent? | Own |
|-------------------|-----|

Affiliations

| | |
|--|----|
| Affiliated with securities firms or broker/dealer? | No |
|--|----|

You have indicated that you are not an employee of UBS AG, its subsidiary or affiliates.

You have indicated that you are not related to an employee of UBS AG, its subsidiary or affiliates.

U.S. Federal law requires us to obtain, verify and record information that identifies each person or entity that opens an Account with us. When you open an Account, we will ask for your name, street address, date of birth and a tax identification number, such as a Social Security number. We may also ask to see a driver's license or other documents that will allow us to identify you.

Please review and verify all of the information that you provided to us when you opened your Account. If you have changes, corrections or additions, notify your Financial Advisor as soon as possible.

If you share assets with another person, the net worth figure here shows your portion only, based upon instructions you provided.

Investment Information:
This section reflects answers you provided related to your investment experience, market knowledge and other assets and is used to ensure our investment recommendations are suitable for your situation.

SDNY_GM_00009442

CONFIDENTIAL

You have indicated that you are not a control person (Policy-maker, director or 10% shareholder) of a publicly traded corporation.

CONFIDENTIAL

SDNY_GM_00009443

Account Information

BSA Foundation

Your Account

| | |
|---|---|
| Account Number | [REDACTED] |
| Account Title | MAX FOUNDATION |
| Account Address | [REDACTED] |
| City, State zip | [REDACTED] |
| Cards and Checks for this account, if requested, will be mailed to this address: | [REDACTED] |
| Primary Account Holder | MAX FOUNDATION |
| Disclosure of Beneficial Ownership | UBS will not disclose your name, address and security position to issuers of any securities held in your Account. |
| Margin | Yes |
| <p>You have agreed that the Margin Agreement in the Completing Your Account Opening Process package governs your use of margin in this account and all other accounts you have now or any accounts that you may open in the future. As described in the Margin Agreement, certain securities in your Account may be loaned to UBS or to other persons or entities.</p> | |
| Cost Basis Method | First In,First Out |

Please review the information about each of your accounts and notify your Financial Advisor immediately if you have any changes or corrections.

For more information, please refer to the UBS Deposit Account Sweep Program Disclosure Statement.

Please note: the account risk profile and investment objective below are specific **only** to this account; other accounts may have different account risk profiles and investment objectives.

Your **Account Risk Profile** for this particular account is defined as:

Moderate: Willing to accept some risk to principal and tolerate some volatility to seek higher returns. Different accounts may have different risk profiles

Your **Investment Objective, Achieve Capital Appreciation:** Investments seeking growth of principal rather than the generation of income.

In accounts with conservative or moderate risk profiles, **investment eligibility considerations** help us identify whether you may be eligible to invest in certain higher risk securities as a portion of your portfolio. These investments offer additional diversification.

A senior political official is defined as a President or Vice President, Cabinet Member, Supreme Court Justice, member of the Joint Chief's Staff, Member of Congress or a Parliament, Chairperson, Head or Senior Leader of a major religious organization, or the like.

Features and Services

| | |
|----------|--------------------|
| Checking | Premier- RMA / BSA |
|----------|--------------------|

Account Objectives and Risk Profile

| | |
|---|---|
| Account Risk Profile <i>Your answers to our profiling questions:</i> | Moderate |
| Risk Tolerance | Moderate Risk |
| Investment Objective | Achieve capital appreciation (emphasis on growth of capital, not on income) |
| Risk/Return Objectives | Moderate Fluctuations, Moderate Returns |
| Investment Time Horizon | 3 - 6 years (an average market cycle) |
| Short-Term Liquidity Needs | No |
| Sweep Account Election | |
| Primary Sweep Fund | UBS BANK USA BUSINESS ACCOUNT |
| Sweep Cap Election | Yes |
| Cap Amount | \$250000.00 |
| Secondary Sweep Fund | UBS AG DEPOSIT ACCOUNT |

U.S. Senior Political Affiliation: You have indicated that no account holder, an authorized signatory, beneficial owner, trustee, power of attorney, or other individual with authority to effect transactions, or any of their immediate family members or close associates is a Current U.S. Political Official.

Non-U.S. Senior Political Affiliation: You have indicated that no account holder, an authorized signatory, beneficial owner, trustee, power of attorney, or other individual with authority to effect transactions, or any of their immediate family members or close associates is a Current or Former non-U.S. Political official or non-U.S. Religious Group/Organization or Senior/Influential representative of a non-U.S. Religious Group/Organization.

Electronic Delivery Features

| | |
|--|------------|
| Electronic Delivery of Shareholder Communications: You have elected to receive shareholder communications via electronic format in this UBS account. Please refer to Client Relationship Agreement for Terms and Conditions of this service. | |
| E-mail Address | [REDACTED] |

CONFIDENTIAL

SDNY_GM_00009444

UBS Client Relationship Agreement

Introduction

At UBS, we understand that we succeed only when our clients succeed. With that in mind, we provide a customized approach to wealth management, built on your personal relationship with your Financial Advisor and shaped by an understanding of your needs and aspirations.

Known as the Client Relationship Agreement, this document outlines the terms and conditions of your relationship with us. By maintaining your Accounts at UBS, you agree to these terms and conditions and the other agreements and disclosures we refer to here. If signatures are required, please return the signed signature page in the enclosed envelope.

To confirm that our records are complete, we will send you a record of the information you give us after you open a new Account. Please review the Client Information and Account Information pages of the Completing Your Account Opening Process package and notify us promptly if there are any updates or corrections.

Please note: this Client Relationship Agreement **applies to all of your accounts at UBS**, including any Accounts you may already have with us and Accounts you may open in the future. You will not receive another copy of the Client Relationship Agreement or the Agreements and Disclosures unless there are updates and amendments, or if we require your signature on this Agreement when you open Accounts in another capacity. Some of the information in this document and the other agreements and disclosures we send you may not apply to you now. Please retain these documents for future reference because they contain important information if you decide to add services or open new Accounts.

The terms and conditions in this Client Relationship Agreement apply to all Accounts you open with UBS Financial Services Inc. or UBS Financial Services Incorporated of Puerto Rico or any other introducing broker-dealer that has a clearing agreement with UBS Financial Services Inc. In addition, we will send you other agreements and disclosures for the UBS accounts and services you choose when you open your account, as well as features you may add in the future. We refer to all these documents, including any amendments, as the Agreements and Disclosures booklet.

Your acceptance of your initial Client Relationship Agreement will serve as your agreement to the terms and conditions governing any new Accounts, features or services. Deposits of cash or securities and your continued use of your UBS Accounts constitute your agreement to all of the terms and conditions applicable to your Accounts. If you do not agree to the terms and conditions, you may cancel a feature or service or close your account.

As a UBS client, you may decide to open additional Accounts or take advantage of services and account features in the future. With some exceptions, you will be able to do so without signing additional documents or agreements. Upon approval of your accounts and services, we will confirm your requests in writing and provide any relevant agreements and disclosures you have not already received. Any authorization of features and services you give us will remain in effect until a reasonable time after you notify us to terminate the feature or service.

It is important to note that when we act as your broker-dealer, we do not enter into a fiduciary relationship with you, regardless of the fee structure you select. Except in special circumstances, we are not held to the same legal standards that apply when we have a fiduciary relationship with you, as we do when providing investment advisory services. We will effect transactions for your brokerage Accounts only as instructed by you, and neither UBS Financial Services Inc. nor your Financial Advisor will have any discretion over your Accounts.

"Accounts" refers to all securities accounts, brokerage accounts, margin accounts, deposit accounts or other accounts you open with us now or in the future.

We refer to the Client Relationship Agreement together with all other agreements and disclosures that we make available to you, and any amendments, as our "Agreement" with you.

We also refer to the "Completing Your Account Opening Process" package, which includes Signature Pages, optional forms and other required documents.

If a Signature Page is included, please have all named account holders sign the Signature Page and return it to us in the enclosed envelope.

This column contains important definitions applicable to our Agreement with you.

"You," "your" and "yours" refer to you as a client of UBS.

"UBS," "we," "us," "our" and "ours" refer to UBS Financial Services Inc. and unless we indicate otherwise, its successor firms, subsidiaries, correspondents and Affiliates, including its parent company, UBS AG.

"Affiliates" refers to UBS Financial Services Incorporated of Puerto Rico (which clears 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.

Representations

By signing a Client Relationship Agreement, you make the following representations:

- You are at least 18 years old or 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 have notified us if you, your spouse or any beneficial owner of the Account(s) are or become employed by any of the following: a member firm of FINRA or other exchange (including broker/dealer subsidiary of a bank, insurance company or other financial institution), or securities or commodities exchange or self-regulatory organization or any of their affiliated organizations or UBS's independent auditor. You agree to notify us promptly of any changes.
- No one other than you, and the individuals identified to UBS in connection with the opening of the Account, has or will have an interest in your Account unless you notify us in writing and UBS Financial Services Inc. agrees to continue to carry the Account.
- All of the personal and financial information you have supplied to UBS is true and accurate, and you will notify UBS promptly of any material changes, particularly the information regarding your residence, financial situation, investment objectives or tax status.
- You understand that UBS provides financial and investment services only and does not provide legal or tax advice.
- You represent that you have fulfilled and will continue to fulfill all tax related and reporting obligations associated with any assets in your UBS accounts.
- If you are acting as executor, trustee, conservator, guardian or custodian:
 - You understand that you are a fiduciary on behalf of the beneficial owners of the Account and that you have a duty to use the services and features provided through the Account for the benefit of the beneficial owners of the Account and not for your own benefit.
 - You acknowledge that you will make an independent determination that any activity in the Account is suitable and appropriate for the beneficial owners and that the compensation we receive is reasonable.
 - You understand and agree that this determination is solely your responsibility and not ours.

Please review and verify the information about you and your Accounts in the "Completing Your Account Opening Process" package. If you have questions, changes or corrections, call your Financial Advisor.

Fees and Charges

As a client of UBS, you agree to pay all fees and charges relating to your accounts for any transactions or services you receive from us, such as annual service fees, brokerage fees for securities transactions, fees for specific services you request and fees or charges by a third party that we incur in the course of providing services to you.

All fees and charges are subject to change at any time. Fees and charges will be charged to your accounts and may be satisfied, along with any other amounts you owe us, from free credit balances, margin and other assets in any of your accounts. We may sell assets in your Account to satisfy debit balances for any amounts due, including those resulting from unpaid fees and charges.

Please refer to the Fees and Charges section of the Agreements and Disclosures booklet or more information about fees and charges. If you have questions, please contact your Financial Advisor.

CONFIDENTIAL

SDNY_GM_00009446

EFTA01597136

Individual Retirement Accounts

The Agreements and Disclosures booklet contains the UBS IRA Custodial Agreements and the IRA Disclosure Statements that apply to any Traditional, Roth, SEP or SIMPLE Individual Retirement Accounts (IRAs) you open with us now or in the future. If we make changes to the UBS IRA Custodial Agreement and the IRA Disclosure Statement we will send you updated documents, and you agree to be subject to those updated terms and conditions.

According to the UBS IRA Custodial Agreements, UBS Financial Services Inc. is named as the custodian of your IRA when we accept the Account. At your death, the beneficiary or beneficiaries whose name(s) are shown on the Account Information pages of the Completing Your New Account Process package will become entitled to your IRA.

Beneficiaries must be named in writing. Your written designation may apply to future accounts, and in that case, we will confirm your designation in the Completing Your Account Opening Process package. If you do not designate beneficiaries, or your beneficiary designation does not effectively dispose of the assets, your beneficiary with respect to the IRA or any part of the IRA not effectively disposed of, will be your surviving spouse, or your estate if you do not have a surviving spouse. You may be charged a Custodial Account fee in connection with this IRA.

If this IRA account is funded via transfer from a non-UBS account, you represent that all transfers to this account originate from a same name inherited IRA of the same type indicated on this IRA Account Application (e.g., Traditional IRA, Roth IRA) and/or a direct rollover from a qualified plan which named you as beneficiary.

Accounts with Cash Management Features

The Agreements and Disclosures booklet contains the terms and conditions that apply to the cash management features you may select. All requests to enroll in cash management features are subject to approval. We consider your continued use of your Account as your acceptance of the applicable terms and conditions.

There are important differences in the cash management features and other services that are available to U.S. residents through UBS accounts and those that are available to clients who reside outside the U.S. For example, we have different sweep programs for uninvested cash and different Card programs for these accounts. This agreement and the Agreements and Disclosures booklet describe which programs apply to which types of accounts.

Verbal Authorization to Upgrade or Add Cash Management Features to an Account

For any account you have with us now or may open in the future, we may accept verbal requests to upgrade or add cash management features to your Account. Generally, we permit any authorized person to provide verbal instructions to upgrade or add services to your Account unless you instruct us otherwise. In some circumstances, we may ask you or another person who is named on the account to sign additional documents or provide additional information for those additional features. We will provide you updated terms and conditions for the services you request if we have not already sent them to you or another owner of the Account. We consider your use of the Account as your acceptance of the applicable terms and conditions.

Our Sweep Options and Your Sweep Election

As a service to you, we offer options for the automatic investment or deposit of available cash balances ("sweep") in your Accounts. Current Sweep Options include the UBS Bank Sweep Programs and the Sweep Funds. The available Sweep Options and their features, and the eligibility of an Account for a specific Sweep Option varies by the type of Account you open, the services you select, the type of entity you are and your country of residence. We may change or discontinue our sweep service at any time, including adding or discontinuing specific Sweep Options. We may establish criteria for Sweep Options offered to different clients, including, but not limited to, establishing minimum asset requirements for clients to qualify for specific Sweep Options.

You authorize and direct us to deposit or invest your available cash balances on each business day in your Sweep Option and to withdraw your funds from, or liquidate your

The features and fees of your IRA are fully described in the Agreements and Disclosures booklet.

Please note: UBS does not extend margin for Individual Retirement Accounts.

Employers with a SEP IRA or SIMPLE IRA plan for their businesses must sign a separate plan document. We accept any approved plan documents, known as prototypes, whether they were produced by UBS, an IRS model or a document from another provider. If you would like to use a UBS prototype, please ask for a copy of the SEP IRA Plan or SIMPLE IRA Plan prototype document from your UBS Financial Advisor.

UBS offers a variety of accounts with cash management features, including the Resource Management Account® (RMA), Business Services Account BSA® (BSA) and International Resource Management Account® (IRMA®).

Cash management features available for eligible accounts include:

- Check writing
- Debit cards
- Credit cards
- Rewards programs
- Bill Payment
- Electronic Funds Transfer
- Margin loans

Sweep Options® refers to the options made available by UBS for the automatic investment or deposit ("sweep") of available cash balances in your Account. Sweep Options include the UBS Bank Sweep Programs, the Sweep Funds, the Puerto Rico Short Term Investment Fund, the International Deposit Account Sweep Program and any other sweep investments we may make available from time to time for eligible Accounts.

CONFIDENTIAL

SDNY_GM_00009447

shares in your Sweep Option, as described in this section and in the General Terms and Conditions in the Agreements and Disclosures booklet, and any amendments.

Please refer to the UBS Bank Sweep Programs Disclosure Statement for a description of the eligibility requirements for the UBS Bank Sweep Programs. If your Account is not eligible for the UBS Bank Sweep Programs, you may select an available Sweep Fund as the Sweep Option for your Account.

For Accounts eligible for one of the UBS Bank Sweep Programs, unless you are eligible for and select an available tax-advantaged Sweep Fund, your Sweep Option will be one of the UBS Bank Sweep Programs.

In general, most clients with a Resource Management Account® (RMA®), Individual Retirement Account (IRA), Basic Investment Account, Business Services Account® (BSA®), Coverdell Education Savings Account and certain Investment Advisory Accounts will be eligible for one of the UBS Bank Sweep Programs. Eligibility is based primarily upon the type of client. Most non-business clients and employee benefit plans qualified under Section 401(a) or Section 403(b)(7) of the Internal Revenue Code of 1986, as amended, or under any other employee retirement or welfare plan subject to the Employee Retirement Income Security Act of 1974, as amended (ERISA) (Plans) are eligible for the Deposit Program. In cases where a participant in a Plan has established a Securities Account for purposes of participation in the Plan (each a Plan Participant), the Plan Participant will be eligible for the Deposit Program. Most business clients are eligible for the Business Program.

The UBS Bank Sweep Programs

Through each of the UBS Bank Sweep Programs, available cash balances in each eligible Account are automatically deposited into deposit accounts at Bank USA up to the Bank USA Sweep Cap. Available cash balances in excess of the Bank USA Sweep Cap will be automatically swept without limit to your Secondary Sweep Option.

Unless you select an available Sweep Fund, the Secondary Sweep Option for eligible Accounts other than Investment Advisory Accounts is deposit accounts at AG Stamford Branch. Investment Advisory Accounts will not sweep to the AG Stamford Branch; instead the Secondary Sweep Option for Investment Advisory Accounts will be an available Sweep Fund.

Funds in deposit accounts at AG Stamford Branch are not eligible for FDIC insurance or protection by SIPC. Sweep Funds are not FDIC-insured, not guaranteed by a bank, are sold by prospectus only and may lose value.

Deposits held at Bank USA through the Business Program are subject to monthly withdrawal limits, as described in the UBS Bank Sweep Programs Disclosure Statement. If your withdrawals in a month reach the limit, all funds on deposit through the Business Program will be withdrawn from Bank USA and transferred into your Secondary Sweep Option and available cash balances will sweep to your Secondary Sweep Option for the remainder of the month. These funds, up to the Bank USA Sweep Cap, will be transferred back to Bank USA on the first business day of the following month.

FDIC Insurance Coverage and Limitations: If you have more than one Account that sweeps to Bank USA, the amount deposited at Bank USA may exceed the amount covered by FDIC insurance (currently \$250,000 per insurable capacity). **You are responsible for monitoring the total amount of deposits that you have with Bank USA to determine the extent of FDIC deposit insurance coverage available to you.** Please refer to the UBS Bank Sweep Programs Disclosure Statement for more detailed information regarding the UBS Bank Sweep Programs and FDIC insurance.

Alternatives to the UBS Bank Sweep Programs

With the exception of tax-advantaged Accounts and Basic Investment Accounts, if you are eligible to participate in one of the UBS Bank Sweep Programs, but do not wish to have your available cash balances deposited with Bank USA, you may elect at any time to have

"Sweep Funds" refers to one or more of the UBS money market funds made available as a Sweep Option. Sweep Funds are described in the respective prospectuses for the UBS RMA Funds, UBS Cashfund, UBS Retirement Money Market Funds, UBS Liquid Assets Fund, UBS Cash Reserves Fund and the UBS Select Capital Money Market Funds.

The "UBS Bank Sweep Programs" collectively refers to the UBS Deposit Account Sweep Program (the "Deposit Program") and the UBS Business Account Sweep Program (the "Business Program") as more fully described in the UBS Bank Sweep Programs Disclosure Statement.

UBS Bank USA (Member FDIC) ("Bank USA"), is an FDIC-member bank affiliate of UBS.

UBS AG, Stamford Branch ("AG Stamford Branch") is a US branch of UBS AG, a Swiss Bank that is the parent of UBS Financial Services Inc. and UBS Financial Services Incorporated of Puerto Rico.

For clients other than Plans and Plan participants, the "Bank USA Sweep Cap" is \$250,000 per Securities Account owner. For Plans and Plan participants, the Bank USA Sweep Cap is \$250,000 per Securities Account.

Please refer to the UBS Bank Sweep Programs Disclosure Statement for important information about how the UBS Bank Sweep Programs work, how the Bank Sweep Cap is determined, eligibility, interest rates, withdrawal limits, FDIC insurance and your relationship with UBS, Bank USA and AG Stamford Branch. You should review the Disclosure carefully.

SDNY_GM_00009448

CONFIDENTIAL

EFTA01597138

your available cash balances swept without limit to a tax-advantaged Sweep Fund or, for Puerto Rico residents only, the Puerto Rico Short Term Investment Fund, Inc.

The following tax-advantaged Sweep Funds currently are available:

- UBS RMA Tax-Free Fund Inc.
- UBS RMA California Municipal Money Fund
- UBS RMA New York Municipal Money Fund
- The Puerto Rico Short Term Investment Fund, Inc.
- UBS Select Tax-Free Capital Fund (subject to minimum asset requirements)

State-specific municipal funds are intended for residents of those states only. The Puerto Rico Short Term Investment Fund, Inc. is offered exclusively to Puerto Rico residents as defined in the fund's prospectus. The Puerto Rico Short Term Investment Fund is not a money market fund registered under the U.S. Investment Company Act of 1940, does not comply with rules applicable to U.S. registered funds, presents a higher degree of risk than those funds, and is for Puerto Rico residents holding accounts with UBS Financial Services Incorporated of Puerto Rico only. The Puerto Rico Short Term Investment Fund and the Sweep Funds are sold by prospectus only, and **are not FDIC-insured, not guaranteed by a bank, and may lose value.**

If your Account is tax-advantaged, or is a Basic Investment Account, whether tax-advantaged or not, you are not eligible to select a tax-advantaged Sweep Fund as a Sweep Option. Tax-advantaged Accounts include, but are not limited to, Accounts of Plans, Plan Participants and IRAs. If your tax-advantaged Account or Basic Investment Account is not an Investment Advisory Account, and you choose not to participate in a Bank Sweep Program, available cash balances will remain in your Account and will not earn interest. If your tax-advantaged Account or Basic Investment Account is an Investment Advisory Account, available cash balances must be swept through a Bank Sweep Program.

Changing Your Sweep Option

You may change your sweep election to an available alternative Sweep Option at any time. By instructing us to change your sweep election, you are authorizing and directing us to redeem your Sweep Fund shares, or withdraw funds from one of the UBS Bank Sweep Programs, and transfer the funds to your new Sweep Option. You may change your sweep election by contacting your Financial Advisor.

For additional information regarding program availability and Account eligibility, please refer to the UBS Bank Sweep Programs Disclosure Statement and the UBS International Deposit Account Sweep Program Disclosure in the Agreements and Disclosures booklet, and to the prospectuses for the Sweep Funds and the Puerto Rico Short Term Investment Fund.

Institutional Sweep Funds and Automatic Exchanges

We may offer Institutional Sweep Funds as Sweep Options or Secondary Sweep Options for clients (except for Plans and IRAs in investment advisory programs) who meet certain minimum asset thresholds. Current eligibility criteria may be obtained from your Financial Advisor. UBS may change the eligibility criteria at any time in its discretion without notice to you. Institutional Sweep Funds will generally offer a higher yield than other Sweep Funds, though there is no guarantee that the yield will be, or will remain, higher.

Clients other than Plans and Plan Participants

Your eligibility for the Institutional Sweep Funds will be determined at the end of each month, based on the value of your Marketing Relationship assets as determined in the sole discretion of UBS. If the value of your Marketing Relationship assets reaches the minimum asset threshold at any time other than the end of the month, you will not be eligible for an Institutional Sweep Fund.

Plans and Plan Participants

A Plan's eligibility for the Institutional Sweep Funds will be determined at the end of each month, based on the value of the Plan's QP Relationship assets, as determined in the sole

"Secondary Sweep Option" refers to deposit accounts at AG Stamford Branch or one of the available Sweep Funds.

"Investment Advisory Account" refers to an Account enrolled in any of the following investment advisory programs: Managed Accounts Consulting Program, Portfolio Management Program, ACCESS, Managed Portfolio Program, UBS Strategic Wealth Portfolio, UBS Strategic Advisor, and Private Wealth Solutions and such other programs as UBS may add from time to time.

Please refer to the section "International Accounts" for information about the sweep option for the International RMA.

"Institutional Sweep Funds" refers to one or more of the UBS money market funds made available by UBS to clients who meet certain minimum asset thresholds.

"QP Relationship assets" is defined in the UBS Bank Sweep Programs Disclosure Statement.

discretion of UBS. A Plan Participant's eligibility for the Institutional Sweep Funds will be determined at the end of each month, based on the greater of the value of the Plan's QP Relationship assets and the Plan Participant's Marketing Relationship assets, both as determined in the sole discretion of UBS. If the value of a Plan's QP Relationship assets or a Plan Participant's Marketing Relationship assets reaches the minimum asset threshold at any time other than the end of the month, the Plan or Plan Participant will not be eligible for an Institutional Sweep Fund.

If you are eligible for an Institutional Sweep Fund as either your Sweep Fund or your Secondary Sweep Option for one of the Bank Sweep Programs, we will liquidate your shares in your current Sweep Fund or your Secondary Sweep Option, as applicable, and purchase shares in the Institutional Sweep Fund with the same investment objectives without direction from you. Thereafter, your Sweep Fund or Secondary Sweep Option, as applicable, will be the Institutional Sweep Fund. Once an Account's Sweep Option or Secondary Sweep Option, as applicable, is an Institutional Sweep Fund and a first purchase has been made into the Fund, that Institutional Sweep Fund will remain the Account's Sweep Option or Secondary Sweep Option even if the Account's Marketing Relationship assets cease to meet the minimum asset thresholds for that Institutional Sweep Fund. QP Relationship assets as a means to determine eligibility will not be available until on or about Dec 2, 2013.

Check Writing

Many UBS accounts incorporate a check writing feature. If you choose this feature for your account, you authorize us and our Check Provider to honor checks that bear your signature(s) and unsigned drafts that are presented on the basis of separate written authorization from you to the payee. These checks may be used only in conjunction with your accounts and only up to the account's "Withdrawal Limit" as defined in the General Terms and Conditions in the Agreements and Disclosures booklet. We will deduct funds from your Accounts and reimburse the Check Provider in federal funds when checks or drafts are presented to the Check Provider. We may delay or deny payment if there are insufficient available assets in your Account to cover payment on the day you write the check or authorize the draft through the day on which we deduct funds from your accounts to pay the check or draft.

"Check Provider" is the provider and processor we have appointed to handle payment of your checks and drafts. We reserve the right to change check providers from time to time.

Bill Payment and Electronic Funds Transfer Services

Many UBS accounts incorporate the Bill Payment and Electronic Funds Transfer services. If you enroll in these services, you authorize UBS and its processing bank to effect the types of transactions described in the Bill Payment and Electronic Funds Transfer Service Agreement. This service agreement also applies to other electronic transfers to or from your Accounts, including transfers made with UBS CashConnect feature and certain payments made through the Automated Clearing House ("ACH") system, even if you do not enroll in this service.

The Bill Payment and Electronic Funds Transfer Service Agreement is located in the Agreements and Disclosures booklet.

Bill payments are only available to payees located in the U.S.

Transfers through the ACH system are only available to and from accounts at financial institutions and banks within the U.S.

CONFIDENTIAL

SDNY_GM_00009450

EFTA01597140

UBS Visa Debit Card for RMA or BSA

Brokerage accounts with cash management features include the UBS Visa Debit Card (Card). If you choose this feature either verbally or in writing, you will be issued one or more Card(s) by the Card Issuer. UBS or the Card Issuer will complete any transactions you initiate using the Card(s). The Card Issuer will approve transactions up to your account's "Withdrawal Limit," as described in the Agreements and Disclosures booklet.

You agree to maintain sufficient available assets in your account to make payment in full, and transactions may be denied if there are insufficient assets in your account to make full payment for any Card transactions as they are processed. As your Card cash withdrawals are processed, we will deduct funds from your Account to reimburse the Card Issuer. Once each calendar month, we will deduct from your Account the amount of purchases made with the Card that have been received by the Card Issuer but not yet deducted from your Account. The Card Issuer may suspend or cancel Cards if there are insufficient assets to cover transactions. Your use of the Card constitutes your agreement to the terms and conditions in the UBS Visa Debit Card Cardholder Agreement, which is included in the Agreements and Disclosures booklet.

UBS Credit Card for RMA or BSA

You may apply for a UBS Visa Signature credit card or UBS Preferred Visa Signature credit card (Credit Card) either verbally or in writing. If your application is approved by the Card Issuer, you will be issued one or more Credit Cards. We will bill transactions made with your Credit Card separately from your eligible brokerage account. You may pay your Credit Card balance automatically each month from your eligible brokerage account, or you may pay the bill from other sources or allow a balance to revolve. The Credit Card terms and conditions describes rates, fees and other costs for the Credit Card. The Card Issuer will issue and manage your Credit Card according to Utah law and the UBS Credit Card Cardholder agreement (Credit Card Agreement). The Card Issuer will include the Credit Card Agreement with your Credit Card.

Your use of the Credit Card constitutes your agreement to the terms and conditions in the Credit Card Agreement, which may change occasionally. The Credit Card is not subject to the General Terms and Conditions of this UBS Client Relationship Agreement. To fulfill your application for a Credit Card, we will share the personal information the Card Issuer requires to open your Credit Card Account, and we share your personal information such as application data, approval status and transaction information on a regular basis to update your UBS monthly account statement and our records.

When you request a Credit Card, the Card Issuer will obtain a credit report as part 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 how the Card Issuer can use or share information about you for marketing or Credit Card account maintenance purposes.

Any disputes you may have with the Card Issuer will be resolved by binding Arbitration. For more information regarding Arbitration please consult the UBS Credit Card Agreement.

By requesting Credit Card, you agree with the following statements:

- I (we) am at least 18 years old and a permanent resident of the United States.
- I (we) have reviewed and agree to the Important Information about the UBS Credit Card Account Terms and Conditions that was provided with this Client Relationship Agreement.
- All information provided to UBS and the Card Issuer was truthful and complete.

"Card Issuer" means UBS Bank USA, its successors and assigns, or the issuer of UBS Cards we appoint in our sole discretion.

Your UBS Visa Debit Card(s) will be mailed to you under separate cover after your Account has been approved.

Your UBS 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.

Express Delivery: *If you are approved for an account and your card was requested next day delivery, your card will be sent the next day after your account is opened if the request is made before 3:00 p.m. Eastern time of that day. A signature is required for Express Delivery.*

The information contained in these disclosures is accurate as of 04/04/2012 and may change after this date.

The UBS Credit Card is not available with the International RMA.

The Credit Card terms and conditions describe the fees for the UBS Credit Card.

International Accounts

Please note: The International RMA and certain of its cash management features and other services are not available in all countries and may be changed at any time.

In connection with your certification regarding purchases made in reliance on Regulation S, including off-shore mutual fund purchases, the definition of a U.S. Person is 1) any resident of the United States; 2) any partnership or corporation organized in or under the laws of the United States; 3) any estate or trust in which the executor, administrator or trustee is a U.S. person and/or if the income from the estate or trust is subject to U.S. federal income taxation (regardless of the source of the income); 4) any corporation, partnership, estate, trust or other entity that is directly or indirectly controlled by one or more of the above categories of U.S. Persons; 5) any agency or branch of a foreign entity that is located in the U.S.; 6) any non-discretionary account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a U.S. Person; 7) any discretionary account (other than an estate or trust) held by a dealer or fiduciary that is a U.S. Person, not including those held for the benefit of a non-U.S. Person; 8) certain partnerships or corporations that are organized or incorporated under the laws of any non-U.S. jurisdiction that have formed principally for the purpose of investing in securities not registered under the U.S. Securities Act of 1933; and 9) any other person or entity considered a U.S. Person for purposes of U.S. tax law and/or Regulations under the Securities Act of 1933.

The features and fees of your International Resource Management Account are more fully described in the Agreements and Disclosures booklet.

International Deposit Account Sweep Program

The Sweep Option for International Accounts is generally the UBS International Deposit Account Sweep Program (IDA). The IDA is an interest-bearing account maintained by UBS AG at the Cayman Islands Branch where funds are invested into short-term deposits. If you are eligible and choose to participate in the IDA sweep program, free cash balances in your Accounts are automatically deposited into a demand deposit account at the New York Branch of UBS AG, from which funds are then swept and re-deposited each business day into an overnight deposit account at the Cayman Islands branch of UBS AG. As your agent, UBS Financial Services Inc. will make the necessary withdrawals from the New York deposit account to satisfy debits or charges in your Account in accordance with the General Terms and Conditions. You may choose to withdraw from the IDA Program at any time, however, your free cash balances in your Account at UBS Financial Services Inc. will not earn interest or dividends. Funds on deposit in the accounts at the New York and the Cayman Islands branches of UBS AG are not eligible for federal deposit insurance from the Federal Deposit Insurance Corporation (FDIC).

A full description of the IDA Sweep Program is included in the Agreements and Disclosures Booklet. At times, we may update or modify the terms of the IDA Sweep Program and/or change the Sweep Options we make available.

UBS Visa Debit Card®

The International RMA includes the UBS Visa Debit Card (Card). If you are eligible for the Card under applicable law and UBS policies and you request this feature either verbally or in writing, you will be issued one or more Card(s) by the Card Issuer. UBS or the Card Issuer will complete any transactions you initiate using the Card(s). Your use of the Card constitutes your agreement to the terms and conditions in the UBS Visa Debit Card Cardholder Agreement that is included in the Agreements and Disclosures booklet.

The Card Issuer will approve transactions up to your account's "Withdrawal Limit," as described in the Agreements and Disclosures booklet. You agree to maintain sufficient available assets in your account to make payment in full and understand that transactions may be denied if there are insufficient assets in your account to make full payment for any Card transactions as they are processed.

As your Card cash withdrawals are processed, we will deduct funds from your Account to reimburse the Card Issuer. Once each calendar month, we will deduct from your Account the amount of purchases made with the Card that have been received by the Card Issuer but not yet deducted from your Account. The Card Issuer may suspend or cancel Cards if there are insufficient assets to cover transactions.

"Card Issuer" refers to UBS Bank USA, its successors or assigns, or the issuer of the UBS Card we appoint in our sole discretion.

The UBS Credit Card and the UBS Rewards Program are not features of the International RMA.

Insurance Accounts

As a service to clients, we also offer accounts to maintain or permit the purchase of insurance products and services. By signing the Signature Page for your non-brokerage insurance account, you accept the Client Relationship Agreement and the other documents referred to here, and as a result, you may be able to open brokerage accounts with us in the future without having to sign additional agreements.

Joint Accounts

For joint accounts, each person or entity named on the Account has full power and authority over the Account, and the account holders are jointly and severally liable for all obligations with respect to the Account. Please refer to the "Joint Accounts" section of the General Terms and Conditions for more information about the terms and conditions that apply to joint accounts.

When we open additional joint accounts for the same account holders, we establish them with the same legal ownership as the most recently-opened joint account, unless we are instructed otherwise. If you request a different form of ownership, we will request your signature acknowledging that election. For example, if you open an account as joint tenants with rights of survivorship, your next account with the same parties will also be established as joint tenants with rights of survivorship, unless you tell us you want a different type of ownership for that account.

Margin Agreement and Margin Requirements

All Accounts that you open now or in the future will be established with margin, if eligible, unless you instruct us that you do not want margin privileges for specific Accounts. By signing the Signature Page for any Account except for an ERISA Plan or for an Estate, you agree that the Margin Agreement governs your use of margin in all of your current Accounts and any Accounts that you may open in the future.

Therefore, if you do not establish margin privileges when you open an Account and later decide to use margin, you may be able to do so without signing additional forms. Likewise, if you cancel your margin privileges on an Account, your margin agreement with us will remain in effect and you may request to use margin again at any time. In either event, we will confirm your request.

When you use your margin privileges, we hold your securities in your Account as collateral against the amounts you borrow, and your securities may be loaned to UBS or to others as described in the Margin Agreement. In addition, margin-eligible Accounts are subject to applicable statutes, rules, regulations, procedures or industry customs. We may deem it necessary or advisable to establish additional requirements for margin accounts. You agree to maintain sufficient assets to satisfy all applicable statutes, rules or regulations, or as we deem necessary or advisable. You also agree to maintain sufficient assets in your Account to satisfy any and all margin calls issued in connection with the Account.

As long as your Account is a margin account, you authorize UBS in the usual course of business to lend, pledge as collateral, hypothecate, relend or repledge any Property we carry for you on margin, whether separately or together with Property of others, either to ourselves or to others. This authorization remains in effect until we receive payment for such Property.

When you use your margin privileges, as permitted by law, we may use certain securities in your account for, among other things, settling short sales and lending securities for short sales. We may receive and retain compensation in connection with such transactions. If you are engaged in short selling a security, you may incur a charge due to certain borrowing costs for that particular security.

Subject to applicable rules and regulations, we may amend, the requirements applicable to your margin account at any time in our sole discretion, including changing the level of credit available to you and applicable maintenance requirements without notice to you. A prior demand or call, or prior notice of the time and place of such sale or purchase shall not be considered a waiver of our right to sell or buy without demand or notice as described here. For additional terms, please refer to the section "Liquidation of Collateral or Account" below.

If you do not want to establish margin for your current accounts or any accounts you open in the future, please contact your Financial Advisor.

Please note: UBS does not extend margin for the following accounts:

- Individual Retirement Accounts
- ERISA Plans
- Coverdell Education Savings Account
- 403(b)(7) Accounts
- UGMA
- UTMA
- Estate
- 529 Plan Accounts

Hypothecation is the pledging of securities or other assets to secure a loan such as debit balance in a margin account.

"Property" includes, but is not limited to, securities, securities entitlements, investment property and financial assets, including without limitation, money, stocks, options, bonds, notes, futures contracts, commodities, commercial paper, certificates of deposit and other obligations, contracts, all other property usually and customarily dealt in by brokerage firms and any other property that can be recorded in any of your Accounts, as well as the Accounts themselves.

SDNY_GM_00009453

CONFIDENTIAL

We have the right to satisfy a margin call or to obtain full or partial payment of a margin loan at any time without a demand for margin or additional margin or other notice. To satisfy a margin call or to obtain full or partial payment of the margin loan, in addition to all rights provided by law, we have the right to:

1. require additional collateral,
2. sell any Property in any of your Accounts with us, whether carried individually or jointly with others,
3. buy any Property which may be held short in your Account,
4. cancel any open orders and close any or all outstanding contracts, or
5. liquidate any of your Accounts with us.

We may also exercise these rights if in our discretion we consider it necessary for your or our protection; if a bankruptcy petition, or petition for the appointment of a receiver, is filed by or against you; if an attachment is levied against any Account; or in the event of your death or dissolution.

You understand that there are substantial risks involved in trading securities on margin, using leverage as a liquidity source or as part of your investment strategy, or otherwise pledging your securities in order to obtain credit. Please review the Loan Disclosure Statement included in the Agreements and Disclosures booklet carefully for a detailed discussion of these risks.

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, including but not limited to any loans or promissory notes, 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) (other than qualified plan or IRA accounts or other accounts where doing so would be a prohibited transaction or violation of applicable law or regulation) and in any other Account with any 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 any 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 UBS Entity for purposes of perfecting, maintaining and enforcing the security interests granted hereunder or by operation of law. Each UBS Entity acting in the capacity of a deposit bank, securities intermediary or commodities intermediary, agrees to follow the instructions and entitlement orders of each other UBS Entity with respect to the Property as a secured party without further consent by you. You hereby authorize and direct each UBS Entity to follow the instructions and entitlement orders of each other UBS Entity.

Please refer to the UBS Statement of Credit Practices for additional information.

"UBS," "we," "us," "our" and "ours" refer to UBS Financial Services Inc. and, unless we indicate otherwise, its successor firms, subsidiaries, correspondents and Affiliates, including without limitation, its parent company, UBS AG.

"Affiliates" refers to UBS Financial Services Incorporated of Puerto Rico (which clears 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.

"UBS Entity" refers to UBS Financial Services Inc. and each of these Affiliates.

"Securities Intermediary" means: 1) a clearing corporation; or 2) a person, including a bank or broker, that in the ordinary course of business maintains securities accounts for others and is acting in that capacity, as such terms are interpreted under Section 8-102(a)(14) of the United States Uniform Commercial Code.

Liquidation of Collateral or Account

We may satisfy any and all amounts you owe us in connection with any of your Accounts or agreements with us, or any other agreement between you and any UBS Entity, including but not limited to any loans or promissory notes, from Property we hold or carry in any of your Accounts with us (other than qualified plan or IRA accounts or other accounts where doing so would be a prohibited transaction or violation of applicable law or regulation). 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 these instances, we may also borrow or buy-in all Property held in any of your Accounts required to make delivery against any sale initiated for you. These sales or purchases 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. You waive diligence, presentment, protest, demand for payment and notice of nonpayment and further waive all other notices and formalities to which you may be entitled under applicable law or otherwise, to the extent the waiver of such notices and other formalities is permissible under applicable law. Your waiver will not be invalidated by any demands, calls, tenders or notices that we may make. At any 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 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 losses or adverse tax consequences resulting from a liquidation of your Property.

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 account holder. Therefore, when you open an Account, we 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 may take any of the actions described under "Termination of your Account" in the General Terms and Conditions in the Agreements and Disclosures booklet.

Credit Report

When you open an account with us, we may obtain your credit report or other credit references and verify or update the credit information you may have given to us previously. We may make verbal and written inquiries concerning your credit history. Likewise, we may request your credit report or other credit information and provide it to our Card Issuers and Check Provider or to our affiliates, as necessary or advisable to service and maintain your Accounts. We also use this information to offer you additional products that may be of interest to you.

CONFIDENTIAL

SDNY_GM_00009455

Your Privacy

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

Disclosure of Beneficial Ownership

The issuers of securities held in your Accounts may request your name, address and security position so that they may contact you directly for proxy voting and other shareholder communications. You may instruct us not to supply this information, in which case, you will receive information regarding those securities from UBS instead of the issuers. Your current instructions are reflected on the Account Information pages of the Completing Your Account Opening Process package. If you would like to change your instructions, please call your Financial Advisor.

As described in the section "Foreign Securities" in the General Terms and Conditions, we may share information about the beneficial ownership of foreign securities in your Accounts with the issuers of those securities, foreign government authorities of their agent, to obtain reduced tax withholding rates, to comply with local law or to respond to other lawful requests.

Householding of Statements and Other Communications

As a convenience to you, we may consolidate periodic communications for certain accounts with the same address. This practice, called "householding," applies to account statements, trade confirmations, personal and financial information required to be sent by regulation, preliminary and final prospectuses and Summary of Accounts statements, which provide consolidated information for all of the accounts in your household. Households are determined as follows:

- Accounts that share the same name, address and Social Security or Tax ID Number are automatically placed in the same household.
- Accounts that share only the same address will be placed in the same household only with the express consent of all the Account holders.

We mail household communications in a single envelope (if you receive paper delivery) or, if you receive electronic delivery, we make them available through UBS Online Services or other electronic delivery method. Any member of your household who is enrolled in UBS Online Services can have access to view all Accounts in the household.

The composition of a household will change as clients move away from the household mailing address, and the addressee for household mailings may also change over time. Where owners of joint accounts live at different addresses, household mailings will be sent to at least one account owner's address and may be included with mailings for other accounts at that address under the conditions described above.

Periodically we are required by industry regulators to send records of certain personal and financial information to our clients. Because we deliver these records with your account statements, other members of your household may have access to these records unless you instruct us to send them to you separately.

If you do **not** want your statements and other periodic communications from us to be bundled by household, please contact your Financial Advisor and ask to receive individual mailings in separate envelopes or delivered separately via electronic means.

E-mail Communications

We discourage clients from transmitting personal or confidential information through e-mail. If you choose to send personal and confidential information to us via e-mail, we cannot be responsible for any loss or damages that occur as a result, such as losses or damages arising from mistaken identity or unauthorized access and the use of the information (for any purpose) by others who may intercept or otherwise access the communications during and after transmission.

Please see the UBS Client Privacy Notice in the Agreements and Disclosures booklet for further information, including how to opt-out of certain information sharing.

Please refer to the Client Privacy Notice for more information about Statement Householding.

*If you do **not** want your statements to be bundled by household, please contact your Financial Advisor and ask to receive individual account statements mailed in separate envelopes or delivered separately via electronic means.*

For more information regarding electronic delivery of periodic communication for your Account, please refer to the Electronic Delivery Agreement below.

CONFIDENTIAL

SDNY_GM_00009456

Entire Agreement and Changes to the Agreement

This Client Relationship Agreement and the related documents, including the General Terms and Conditions and the rest of the Agreements and Disclosures booklet form the entire "Agreement" between you and us with respect to your account(s). This Agreement supersedes any prior representations or agreements.

The accounts and services we offer may change over time. We may change our Agreement with you at any time by sending you a written notice of the change, and the changes will be effective on the date of the notice unless we specify a later date. We also may cease to offer services at any time without prior notice. Your continued use of your Accounts and our products and services constitutes your acceptance of the new terms and conditions. All changes by you to the Agreement will become effective only if offered in writing and signed by us.

Applicable Law

This Agreement, including the Arbitration provisions in the next paragraph, and its enforcement, are governed by the laws of the State of New York, without giving effect to such State's choice of law or conflict of laws provisions. The Agreement is binding on all parties 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 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 for the purpose of determining all matters with regard to the Agreement. You also consent to service of process by certified mail to your Account's address of record, and you waive any objection to the venue and any claims that an action or proceeding has been brought in an inconvenient forum. If any provision of the Agreement is held to be invalid, void, or unenforceable, the remaining provisions will remain in full force and will be construed to the fullest extent permitted by law, to give effect to the intent of any provision that has been called into question.

Non-Primary Residence Address for Mailing Purposes

Unless you notify us otherwise in writing, you authorize us to use the Account Address you provided in the Account Application to mail all notices, correspondence and for the disbursement of Property, even if it is not your primary residence. Based upon this authorization, we will not telephone you to confirm receipt of property or require a signed written confirmation from you acknowledging transmittal of property. If you would like to designate an alternative mailing address for the account, please contact your Financial Advisor to provide the necessary authorization. Even when you have provided a mailing address for the Account, some correspondence may be delivered to your legal residence address only based upon operational considerations.

Electronic Records

Any agreements accepted by facsimile or electronic means (such as clicks or other online means) are legally binding and are considered to have been "signed" by you with the same effect as a manual signatures. Electronic records of an agreement that is made online will also be considered to be "in writing." You agree not to dispute the validity or enforceability of any agreements entered into electronically by you (or by anyone using your authentication devices, such as a password or PIN).

Electronic Delivery Agreement

UBS offers certain communications through electronic delivery. Categories of communications you may enroll in for e-Delivery include:

- Statements for your UBS Accounts, which include your UBS Visa Signature® credit card statement from the Card Issuer; notices delivered on or with statements such as our annual Client Privacy Notice; and messages about transactions and payments.
- Trade confirmations and notices regarding account activity.

CONFIDENTIAL

SDNY_GM_00009457

- Shareholder communications, including annual and other shareholder reports, preliminary and final prospectuses, proxy materials and information about other corporate actions. Shareholder communications also includes all account documents related to Investment Advisory accounts, including Form ADV disclosure brochures, manager profiles, asset allocations, performance reports and other disclosures, reports and notices related to advisory accounts.
- Quarterly performance reports.
- Corporate Employee Financial Services plan advices.
- Tax reporting documents, including 1099s and other tax documents that are available now or become available in the future.
- Agreements and disclosures relating to the accounts, features and services we offer.

Any member of your household may enroll any other household account in electronic delivery of these periodic communications, except for tax reporting documents. By enrolling in e-Delivery of any communications described above, you agree that we may also deliver similar firm documents electronically that may be available now or in the future. When available, confirmations of your personal and account information may be included with related documents that are delivered electronically through UBS Online Services or any other secure method. **Please note:** These confirmations are sent periodically and to confirm certain changes to your account information. These confirmations may be viewable by other members of your household through UBS Online Services or other secure methods. Contact your Financial Advisor if you prefer to receive private, paper versions of confirmations of personal and account information instead of electronic versions.

Please see the section Householding of Statements and Other Communications above for further information regarding how a household is established.

If you enroll in e-Delivery for any of the communications described above, the following terms and conditions will apply to all of the UBS accounts (current and future) in your UBS statement household.

- A valid e-mail address is required for our e-Delivery services and you are responsible for notifying UBS when your e-mail address changes; you may update your e-mail address online through UBS Online Services or by calling your Financial Advisor.
- Access to UBS Online Services is required for e-Delivery of documents that contain any personal information; we may, however, deliver such documents by other secure means in the future.
- Enrollment in e-Delivery is effective immediately and may be cancelled at any time, either by changing your elections online or by contacting your Financial Advisor; we confirm cancellations and other changes to your delivery preferences by e-mail or regular mail whether they were initiated by you or UBS.
- Enrollment for any e-Delivery services for any of your accounts will automatically apply to any accounts that you open in the future at UBS, subject to certain system limitations.
- You may request paper copies of any document we are required to deliver to you at any time for no additional charge by contacting your Financial Advisor.
- We notify you by e-mail when a new document is available; to protect your information, the electronic message generally includes a link to a secure UBS website where the document can be viewed and downloaded.
- If your e-mail address fails, we will mail paper copies of documents or a paper notice that a document is available with instructions on how to access it.
- By enrolling in e-Delivery, you confirm that you have access to a printer or other device to print or save documents you may wish to retain.
- We do not charge for e-Delivery, but your Internet access provider may have separate charges.

CONFIDENTIAL

SDNY_GM_00009458

Representations and Agreement for Trustee Certification

Representation of a Trust Agreement in Effect

For trust accounts, each Trustee, certifies, represents and warrants that the trust to which this certification applies is in full force and effect and that the information you have supplied to UBS is true and accurate, as we rely on that information to service your accounts.

Unless we are updated subsequently by the trustees, UBS will rely on this certification, which includes the information you provide on the Signature Page, to service accounts you may open in the future for the same trust. By signing a UBS Trustee Certification and Agreement, you agree that:

- Each trustee (or a corporate officer if the account is a corporate trust) executed the certification.
- You have full power under the trust agreement and applicable law to submit valid orders and other instructions relative to the trust Account(s).
- The trust agreement authorizes you to make distributions and transfers from the trust.
- You have received and read the "UBS Client Relationship Agreement" and the documents it references and agree to those terms and conditions for all accounts you open on behalf of the trust.
- As Trustee(s), you have broad investment powers under the Trust and applicable law. You have noted any restrictions on your power as trustee(s) on the Signature Page for the first trust account you open, and agree that the powers and restrictions listed here and on the Signature Page are accurate and complete.

The "UBS Client Relationship Agreement" plus the additional information, terms and conditions, and disclosures pertaining to the accounts and services you have requested UBS to establish for the Trust govern the overall relationship between the Trust and UBS.

Trustee's Ability to Bind the Trust

Unless you indicate otherwise on the Signature Page, you agree that any individual trustee may independently exercise any of the trust's powers. This means that UBS is authorized to take instructions from and accept any document on behalf of the trust (including but not limited to agreements to arbitrate all disputes involving the trust account) signed by any one of the trustees. In some instances, however, we may require the joint action of all trustees for certain activities.

By signing a UBS Trustee Certification and Agreement, you agree that:

- Unless you have noted otherwise, you have the authority to pledge, mortgage, assign or subject to a security interest or lien in favor of UBS, any property of the trust as security for any liability of the trust.
- You have the authority to execute any and all relevant documents and bind the trust to any agreements entered into with respect to such activities.
- **You understand that, if you have requested margin privileges on behalf of the trust, UBS holds securities in margin-eligible trust accounts as a lien against the amounts borrowed by the trust, and you agree to maintain sufficient collateral in the account to meet margin calls we might issue.**

Trustee's Acknowledgement

By signing a UBS Trustee Certification and Agreement, you agree that:

- UBS may assume without further inquiry and is not required to confirm your power and authority as trustee(s) or to verify instructions for the delivery of any money or property to you as trustee(s).
- UBS is not required to confirm that you are properly exercising your power and authority unless UBS has actual knowledge to the contrary.

CONFIDENTIAL

SDNY_GM_00009459

Liability and Indemnification

By signing a UBS Trustee Certification and Agreement, you agree that:

- UBS is acting in reliance on this certification and is not liable for any breach of fiduciary duty for account activities and transactions that are not specifically identified in this certification as a limitation on your authority to invest or act on behalf of the trust.
- UBS is not required to inquire whether any transaction represents a proper exercise of the trustees' power or authority, unless it is demonstrated that UBS had actual knowledge that either the transaction's proceeds were being improperly used for the trustees' benefit or that the transaction exceeded or was in breach of the trustees' powers or authorities.
- You fully indemnify UBS from all losses, liabilities, damages, claims, costs and expenses, including attorney fees resulting from UBS acting in reliance on this certification.
- As trustees, you are each jointly liable for performing your obligations under this certification and agreement
- Your obligations and this indemnification remain in effect if the trust is terminated or its accounts are transferred and shall bind all your successors and assigns.

Duty to Update

You agree to provide UBS an updated certification if there is any amendment to the trust, any change in the composition of the trustees, or any other event that materially alters the facts which you have certified and upon which we are relying to service the trust account(s).

If we are uncertain of the authority conferred by this certification, its continuing effectiveness, or any other certification of the trustees, we may refrain from taking any action with respect to the account(s) until we are satisfied as to the authority of the trustee(s). You agree to indemnify us from any claims, demands, expenses, losses or damages if we refrain from acting for these reasons.

Authority To Appoint/Hire Investment Advisor or Other Third Party

By signing a UBS Trustee Certification and Agreement, you agree that:

- Unless you have indicated otherwise on the Signature Page, you have the power under the trust agreement and applicable law to appoint or hire an investment advisor or other third party to manage and have discretion with respect to the trust's assets and liabilities, including, the authority to execute a power of attorney or letter of authorization for that purpose. In the event that you appoint or hire an investment advisor or third party on behalf of the trust, you agree to provide additional documentation to UBS as we request.
- You have the authority to open the trust account(s), place assets in the trust account(s), make each and every representation and warranty set forth in this certification and agreement, engage in each of the actions on behalf of the trust set forth in this certification and agreement, and execute this certification and agreement.
- All investment advisors or other third parties you appoint or hire to manage and/or have discretion with respect to the trust's assets and liabilities are bound by your acknowledgements, agreements, representations and warranties in this certification and agreement, and the obligations you have undertaken.

Grantor Power to Amend and Revoke – Revocable Trusts Only

By signing a UBS Trustee Certification and Agreement, you agree that either:

You are the grantor of a revocable trust and you have full power and authority under the trust agreement and applicable law to freely amend and revoke the trust, **OR**

As a non-grantor trustee, you represent that the grantor has full power and authority under the trust agreement and applicable law to freely amend and revoke the trust.

Grantor Authorization for Credit Disclosure

By signing a UBS Trustee Certification and Agreement, each grantor agrees that:

You authorize UBS to obtain a credit report or other verbal or written credit references about your credit history or to verify or update credit information given to UBS.

Introduced Accounts

Accounts opened with UBS Financial Services Incorporated of Puerto Rico or any other broker-dealer under a clearing agreement with UBS Financial Services Inc. are "introduced" to UBS Financial Services Inc. and will be carried by UBS Financial Services Inc. in your name. Please refer to the section titled "Introduced Accounts" in the General Terms and Conditions for a description of the services provided by your introducing broker and by UBS Financial Services Inc.

Puerto Rico Residency Representation

If Puerto Rico investments are purchased and/or held in a UBS Financial Services Incorporated of Puerto Rico account, each account owner, or for an account of an entity, the authorized person(s), certifies the following:

You may hold or purchase certain investments in your Account, including, but not limited to, closed-end and open-end mutual funds, preferred stock and debt securities that are not registered under the U.S. Securities Act of 1933 or the U.S. Investment Company Act of 1940 and are exempt from registration under the U.S. Securities Act of 1933 and/or the U.S. Investment Company Act of 1940 ("Puerto Rico Investments"), based in part, on the requirement that they be offered or sold only to individuals who have their principal residence in Puerto Rico and to entities whose principal office and place of business are in Puerto Rico ("Puerto Rico Residents"), as disclosed in the respective prospectuses or offering materials. You are aware that certain Puerto Rico Investments may not be suitable to all investors as they may be designed primarily for long-term investors.

Accordingly, you hereby represent that:

- You have acquired or propose to acquire Puerto Rico Investments for your own Account and will be the beneficial owner of those assets.
- If you propose to acquire Puerto Rico Investments for the Account of a retirement plan that is the beneficial owner of the assets, you acknowledge that UBS may limit, in part or in total, the amount of any such purchase, whether or not the retirement plan is subject to ERISA.
- As of the date of this agreement, (i) you are an individual whose principal residence is in Puerto Rico, or (ii) if organized as a non-business trust, the trust has its principal office and principal place of business within Puerto Rico and the trustee and all beneficiaries of the trust are Puerto Rico Residents, or (iii) if organized as a trust, the trustee and all beneficiaries of the trust are Puerto Rico Residents, or (iv) if organized as a corporation, partnership or other form of business organization, the entity has its principal office and principal place of business within Puerto Rico and has not been organized for the purpose of acquiring Puerto Rico Investments.
- If you cease to be a Puerto Rico Resident, you will (i) notify us within 30 days of ceasing to be a Puerto Rico Resident, (ii) liquidate your holdings in any Puerto Rico Investment when such liquidation becomes economically feasible, and (iii) not acquire additional Puerto Rico Investments.

CONFIDENTIAL

SDNY_GM_00009461

- You acknowledge that if at the time of your acquisition of Puerto Rico Investments you are not a Puerto Rico Resident, UBS may declare such acquisition null and void.

Arbitration

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

- 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.
- Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
- The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
- The arbitrators do not have to explain the reason(s) for their award, unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 20 days prior to the first scheduled hearing date.
- The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
- 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 to them, shall be incorporated into this Agreement.

This Arbitration Agreement represents standard industry practice and binds you and us to arbitrate any disagreements that may arise between us.

By opening an account at UBS, and by UBS Financial Services Inc. or UBS Financial Services Incorporated of Puerto Rico by accepting your application and carrying your account, you, UBS Financial Services Inc. and UBS Financial Service Incorporated of Puerto Rico agree as follows:

- We agree to resolve any controversy, claim or issue in any controversy that may arise by arbitration, whether it happen before or after, or at the time this Agreement was executed, including but not limited to controversies, claims or issues in any controversy concerning any account, transaction, dispute or the construction, performance or breach of this Agreement or any other agreement
- Any arbitration under this Agreement shall be governed by the Federal Arbitration Act and shall be conducted before an arbitration panel convened by the Financial Industry Regulatory Authority (FINRA) or any other national securities exchange's arbitration forum, upon which UBS Financial Services 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.
- All parties to this Agreement agree that the arbitrators shall resolve any controversy in accordance with applicable law.
- The arbitrators will apply state and federal statutes of limitation the same as if the claim were brought as a civil action in court.
- The award of the arbitration panel is not subject to appeal and judgment upon the award 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; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until:
 - the class certification is denied; **or**
 - the class is decertified; **or**
 - 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.

CONFIDENTIAL

SDNY_GM_00009462

Non-Corporate Signature Page For Your Records

MAX FOUNDATION

Account Number and Description

Signature Requirement

Y1 23661 BSA - Foundation

Client Relationship Agreement

By signing below, I acknowledge that I understand and agree, on behalf of the organization, with the terms and conditions of the UBS Client Relationship Agreement, as well as the terms, conditions and disclosures in the Agreements and Disclosures booklet that is enclosed or that I previously received. As an authorized individual for this account, I have full power to submit valid orders and other instructions on behalf of the organization.

Margin Agreement

I acknowledge that when I use margin privileges, UBS will hold the securities in my Account as collateral against the amounts I borrow. I agree to keep sufficient positions and margin in my Account to meet any margin calls UBS may be required to issue. By signing below, I agree that the Margin Agreement in my Client Relationship Agreement applies to all of my accounts, including any accounts that I may open in the future. *Note: UBS does not extend margin for certain types of accounts (e.g., IRA and ERISA Plan accounts, Coverdell Education Savings Accounts, 403(b)(7) Accounts, UGMA/UTMA, Estate or 529 Plan Accounts).*

Likewise, I acknowledge and agree that certain securities in my account, including any account I may open in the future, may be loaned to UBS or to other persons or entities as described in the Margin Agreement.

Electronic Delivery Consent

As requested, I received my Agreements and Disclosures booklet and other account-related documents electronically at [REDACTED] which is the e-mail address of record for all owners of this account. I understand that the information is also available at www.ubs.com/accountdisclosures or by request to my Financial Advisor at 1-212-821-7000.

W-9 Form Certification

Under penalties of perjury, I certify that: (1) the number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest and dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and (3) I am a U.S. citizen or other U.S. person (defined in the instructions).

Certification Instruction: You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

The Client Relationship Agreement contains a pre-dispute arbitration clause located in the final section under the title "Arbitration."

MAX FOUNDATION

For Business Services Account(s):

[REDACTED]

Enter TIN for Organization:

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| X | X | - | X | X | X | X | X | X | X |
|---|---|---|---|---|---|---|---|---|---|

← ENTER SSN HERE

Check here if you have been notified by the IRS that you are subject to backup withholding, and therefore have crossed out paragraph 2 in the Certification above.

X XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
 Ghislaine Maxwell President

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
 Date

← SIGN AND DATE HERE

Address of Record

[REDACTED]

Email Address of Record

[REDACTED]

Intentionally Left Blank

de 0198 2720 5440 02/18/2014

CONFIDENTIAL

SDNY_GM_00009464

EFTA01597154

Non-Corporate Resolutions For Your Records

WHEREAS, The Organization seeks to benefit from opening and maintaining one or more securities, loan and/or guarantee accounts at UBS Financial Services Inc. ("UBS").

NOW, THEREFORE, BE IT RESOLVED THAT:

- 1) The Organization is authorized to establish with UBS one or more accounts for the purchase and sale of securities, money/currency, stocks, options, bonds, notes, futures contracts, commodities, commercial paper, certificates of deposit and other obligations, contracts, all other property usually and customarily dealt in by brokerage firms, the establishment of credit and/or the guarantee of another person's or entity's obligations (the "Account").
- 2) The Organization is authorized to use the Account(s) and services offered by UBS to (a) sell short, (b) trade on margin, (c) borrow and/or obtain credit (including all manner of credits and/or letters of credit) from time to time from UBS and guarantee obligations of others to UBS in United States dollars or any foreign currency, (d) effect UBS Card transactions, (e) contract for any and all investment management and advisory services that UBS now or hereafter provides and delegate discretion to UBS or to a subadvisor in connection with such services, and (f) pledge, mortgage, assign or subject to a security interest or lien any property of any sort of the Organization as security for any liability of the Organization.
- 3) Each of the officers or authorized representatives named on the Client Information (each, together with persons designated under resolution 4 below, hereinafter called an "Authorized Person") are authorized individually, without counter signature or co-signature, to act on behalf of the Organization and UBS is authorized, but not obligated, to deal with each Authorized Person individually in connection with all aspects of the Accounts, to (a) open the Account(s) and execute on any and all relevant documents on behalf of the Organization, (b) obtain all such services as UBS shall offer, including investment advisory services and to purchase and sell and enter into any transaction whatsoever in connection with the Account(s) and the property therein, and (c) to execute and deliver to UBS on behalf of the Organization any and all tax forms and other tax-related documents for an Account of this Organization (including without limitation U.S. Internal Revenue Service Forms W-8 and W-9, as applicable, and any documents relating thereto) and to make any certifications or representations under penalty of perjury on behalf of the Organization that are required by such forms or documents.
- 4) The Authorized Persons are authorized to appoint one or more attorneys-in-fact or agents to act on behalf of the Organization in the same capacity as set forth above, and are authorized to execute and deliver to UBS any powers of attorney or other documents to effect or evidence such appointment.
- 5) UBS is authorized, but not obligated, to deal with each Authorized Person individually, as follows, subject to the Organization having completed documentation relating to the relevant products and services and subject to UBS policy and practice as in effect from time to time:
 - a) to accept all orders for purchases and sales and all instructions of any nature whatsoever in connection with the Account(s) which UBS Financial Services Inc. believes in good faith to have been originated by an Authorized Person; to receive any funds, securities or other property for the Account(s) of the Organization;
 - b) to receive drafts, checks or other funds or property delivered to it for deposit for the Account(s) of the Organization, whether or not endorsed with the name of the Organization or unendorsed; and to honor written instructions from each Authorized Person to deliver either in bearer form, in street certificates, in any names or in any other manner any funds, securities or other property held for the Account(s) of the Organization;
 - c) to honor instructions from each Authorized Person to write checks, drafts, instruments, instructions or orders for the payment or withdrawal of funds drawn on the Account(s) or payable to the order of the Organization ("Payments") without limit as to amount, without inquiry including Payments to the order of or in favor of any person who authorized the Payment or any other officer, authorized representative or agent of the Organization and UBS, its subsidiaries and affiliates shall not be liable for any disposition which any such officer or authorized representative or agent shall make of all or any part of any Payment notwithstanding that such Payment may be for the personal account or benefit or in payment of the individual obligation of any such officer or authorized representative or agent to UBS, or otherwise;
 - d) to open deposit accounts in foreign currencies with any depository to purchase, sell, transfer, or dispose of for present or future delivery foreign moneys, credits or exchange on deposit or otherwise and all manner of instruments representative thereof by endorsement or otherwise, and to execute and deliver any agreements or instruments relating to any such transactions.
- 6) Any and all actions previously taken with respect to matters provided for by these resolutions are hereby ratified, confirmed and approved.
- 7) These resolutions supersede any previous resolutions of the Organization presented to UBS Financial Services Inc. regarding the Account(s). UBS, its subsidiaries and affiliates are authorized to rely upon the authority conferred by these resolutions and until UBS receives written notice of an amendment, modification or revocation of these resolutions. In the event that UBS for any reason, is uncertain as to the continuing effectiveness of these resolutions or the authority to any Authorized Person, UBS may refrain from taking any action with respect to the Account(s) until such time as it is satisfied as to its authority.
- 8) In consideration of UBS and any of its subsidiaries or affiliates acting in reliance upon these resolutions or any certification by the Secretary or Assistant Secretary or other certifying officer, they shall be fully protected in so acting and the Organization agrees to indemnify and save harmless UBS and any of its subsidiaries or affiliates from and against any and all loss, damage, liability, claims and expenses including legal fees arising out of their so acting or its refraining from taking any action.
- 9) The Secretary or an Assistant Secretary or other duly authorized certifying officer of the Organization is authorized and directed to certify to UBS and any of its subsidiaries or affiliates:
 - a) that these resolutions have been duly adopted, are in full force and effect and are in accordance with provisions of applicable law, the charter and by-laws, or other similar governing documents and rules of the Organization;
 - b) the identities and specimen signatures of the Organization's Authorized Persons and, from time to time hereafter, such changes as may occur in the identities of such Authorized Persons as such are made.

ATTENTION TRANSFER AGENT

10) Any authorized Person is fully authorized and empowered to transfer, convert, endorse, sell, assign, set over and deliver any and all shares of stocks, bonds, debentures, notes, subscription warrants, stock purchase warrants, evidence of indebtedness, or other securities now or hereafter standing in the name of or owned by the Organization, and to make, execute and deliver, under the corporate seal of the Organization or otherwise, any and all written instruments of assignment and transfer necessary or proper to effectuate the authority hereby conferred.

11) Whenever there shall be annexed to any instrument of assignment and transfer, executed pursuant to and in accordance with the foregoing resolution, a certificate of the Secretary or an Assistant Secretary of the Organization or other duly authorized certifying officer in office at the date of such certificate and such certificate shall set forth these resolutions and shall state that these resolutions are in full force and effect, and shall also set forth the names of the persons who are then officers or authorized representatives of the Organization, then all persons to whom such instrument with the annexed certificate shall thereafter come, shall be entitled, without further inquiry or investigation and regardless of the date of such certificate, to assume and to act in reliance upon the assumption that the shares of stock or other securities named in such instrument were theretofore duly and properly transferred, endorsed, sold, assigned, set over and delivered by the Organization, and that with respect to such securities the authority of these resolutions and of such officers or authorized representatives is still in full force and effect.

MAX FOUNDATION

For Business Services Account(s):

Y1 23661

The undersigned, as the Secretary or Assistant Secretary or a duly authorized certifying officer of MAX FOUNDATION ("Organization"), a XXXXXXXXXXXXXXXXXXXXXXX (organization type) duly organized and existing under the laws of XXXXXXXXXX (State of Formation), hereby certifies that the foregoing resolutions were duly adopted by the XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX (Governing Body of the Organization) at a duly called meeting or by unanimous consent, and the resolutions remain in full force and effect and are in accord with and pursuant to the Organization's XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX (name under which the organization is operating), by-laws and applicable law, and the Organization is in good standing under all applicable state laws.

I further certify that the persons listed above are duly elected or appointed qualified officers or authorized representatives of the Organization, hold in the Organization the respective positions indicated above and that set forth opposite each respective name is the true and correct signature of such person.

WITNESS my hand and seal of the Organization at XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX this XXXXXXXXXXXXXX day of XXXXXXXXXXXXXXXXXXXXXXX, 20XXXX.

XXX
(SIGNATURE OF SECRETARY / ASSISTANT SECRETARY or CERTIFYING OFFICER)

XXXXXXXXXXXXXXXXXXXXXXX
Date





How can you simplify your life and have your financial information when you need it?

It's easy with UBS Online Services and e-Delivery

With UBS Online Services, you can monitor your accounts, stay informed about the financial markets, and explore potential investment planning strategies and much more.

Add electronic delivery of statements, confirmations and other shareholder communications and managing your finances become even easier.

Online Services gives you:

- **Comprehensive Account Information**—Investment and loan accounts, asset allocation, updates on your top holdings
- **Easy Access to Your Documents**—Account statements, confirmations and Form 1099s
- **Convenient Cash Management**—Pay bills, view cash and checking account balances, track credit card purchases and more
- **Quotes, News and Research**—Consolidated quotes and research, including market news and UBS research for covered companies
- **Planning & Insights**—Helpful tools and resources to assist you and your Financial Advisor with developing a wealth management plan that suits your financial needs and objectives

And with e-Delivery, you can reduce your paper mail by choosing which documents you want delivered electronically. All documents are delivered securely and you'll receive an e-mail when your documents are available for viewing.

Enroll now or update your e-Delivery preferences at ubs.com/fs



Select **Profile Settings**, then **Go Paperless!** to add e-Delivery in one simple step.

UBS Online Services Enrollment

Step 3: Select Services

e-Delivery
In order to reduce your paper mail, select the accounts you would like enrolled in e-Delivery.

Select All

| Accounts | Statements | Confirmations and Notices | Quarterly Performance Report | Shareholder Communications ¹ |
|----------|--------------------------|---------------------------|------------------------------|---|
| 00XXXX3 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 00XXXX4 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 00XXXX5 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 00XXXX6 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 00XXXX7 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 00XXXX8 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 00XXXX9 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 00XXXX0 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 00XXXX1 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 00XXXX2 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

¹ Includes prospectuses, annual reports and proxy statements.
e-Delivery notifications will be sent to the following e-mail address:

Accept User Agreement: I have read and accept the [e-Delivery User Agreement](#) Yes No

Enrolling in Banking Services like Bill Pay and Electronic Funds Transfer can be done by going to My Profile located at the top of every page on Online Services.

Take advantage of UBS Online Services and e-Delivery today.

CONFIDENTIAL

SDNY_GM_00009467

Intentionally Left Blank

94089256_0198

de 0198 2722 5444 02/18/2014