

UBS Client Relationship Agreement

PLEASE REVIEW THIS CLIENT RELATIONSHIP AGREEMENT, WHICH GOVERNS THE RELATIONSHIP BETWEEN YOU AND US. THEN, ENTER YOUR SOCIAL SECURITY NUMBER OR TAX IDENTIFICATION NUMBER ON THE APPROPRIATE LINE OF THE SIGNATURE PAGE AND SIGN. BY SIGNING, YOU ACKNOWLEDGE THAT YOU UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS OF YOUR UBS ACCOUNTS.

AFTER SIGNING, PLEASE REMOVE THE SIGNATURE PAGE AND RETURN IT IN THE ENCLOSED BUSINESS REPLY ENVELOPE AS SOON AS POSSIBLE.

A. Introduction

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

As you establish additional Accounts or enroll in additional services, we will confirm the expansion of your relationship with us in writing and supply you with the relevant agreements and disclosures. For Accounts you open now or in the future we will send you a record of the information you give us about yourself and your Accounts, and you agree to review this information and notify us promptly of any changes. You may be able to open accounts of the same type and registration title, without completing additional applications or signing an additional Client Relationship Agreement. For certain Accounts and services, including Accounts in any of our Investment Solutions programs, you may be required to execute additional documents and agreements. All of the agreements and disclosures we send you will also supplement and be incorporated by reference into this Client Relationship Agreement, and all of them, collectively, will govern your relationship with us. Your signature on your initial Client Relationship Agreement will serve as your agreement to the terms and conditions governing any new Accounts, features or services. You may close an Account or cancel a feature or service if you do not agree to the terms and conditions. Your depositing of cash or securities or entering orders or instructions for any new Account, or your continued use of any of

these products, features and services also indicates your acceptance of the terms, conditions and limitations spelled out in the documents we send you.

B. Representation

By signing below, you represent that you have reached the age of majority according to the laws of the state in which you reside and the laws of the State of New York.

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

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

C. Disclosure of Beneficial Ownership

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

D. Statement Householding

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

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

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

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

You understand and agree that any member of your household will have the authority to elect the method by which such statements are delivered for clients at the same mailing address (paper copies delivered via regular mail or through such electronic means as UBS Financial Services Inc. may offer). Finally, if you wish to opt out of householding,

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

"Account" refers to all accounts listed on the Signature Page of this agreement.

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

Please review and verify the information about you and your Accounts in your New Account booklet. If you have questions, charges or corrections, call your Financial Advisor.

See the Client Privacy Notice for more information about Statement Householding

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

Free cash balances in Individual Retirement Accounts (IRAs) and Coverdell Savings Accounts will sweep into the UBS Bank USA Deposit Accounts and for ERISA plans the accounts will sweep into the UBS Retirement Money Fund.

The features and fees of your RMA are more fully described in your New Account booklet.

please call your Financial Advisor at the toll-free number listed on your account statements to receive individual account statements mailed in separate envelopes or delivered separately via electronic means

E. Introduced Accounts

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

F. UBS Deposit Account Sweep Program

One or more of your Accounts is eligible to participate in the UBS Deposit Account Sweep Program. By signing below, you authorize us on each business day to "sweep" the free cash balances in your eligible Account for which no interest is otherwise earned or paid into an interest-bearing FDIC-insured Deposit Account at UBS Bank USA or into the Fund or other sweep option you have chosen and subsequently withdraw Deposit Account balances or liquidate any shares so purchased at such times, and for such periods of time, as we may decide in our sole discretion.

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

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

G. Resource Management Account®/Business Services Account BSA®

If you have requested that we open one or more Accounts for you that are **Resource Management**

Accounts® (RMA®)/Business Services Account BSA®, you understand and agree that your request to open an Account is subject to our approval, and that we will accept your request in our sole discretion after we have received this signed Agreement. If you have chosen to open an RMA or Business Services Account BSA at the Select Level and you have not expressed interest in obtaining a MasterCard, you understand that your RMA or Business Services Account BSA includes a UBS American Express Card and, if you apply for and your application is approved by the Card Issuer, a UBS Visa Signature credit card (no annual fee). If you have chosen to open an RMA or Business Services Account BSA at the Premier/Charter Level, you understand that your RMA or Business Services Account BSA includes a UBS American Express Card and, if you apply for and your application is approved by the Card Issuer, a UBS Visa Signature credit card and provides additional rewards and benefits and that a \$350 (Premier)/ \$1500 (Charter) additional annual upgrade fee applies. See the New Account booklet for further details.

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

H. Verbal Authorization to Add RMA Features to an Existing RMA Account

For any Account you have with us now or may open in the future, if you want to upgrade to a Resource Management Account or Business Services Account BSA or add any of the RMA or Business Services Account BSA features or services, such as the UBS American Express Card, Check Writing, Electronic Funds Transfer, Bill Payment or Online Services features, you may request to be enrolled in one or more of these services (or other services that UBS may offer in the future) by making a verbal request to your Financial Advisor or calling 800-RMA-1000 or, where available, by enrolling online. You understand and agree that any request to add RMA and Business Services Account BSA features or Services is subject to our approval, and we may in our sole discretion ask you and any other authorized persons on an Account to sign additional documents or provide additional information in connection with those additional features or services. You must notify your Financial Advisor if you do not want any authorized person on an account to instruct us verbally to upgrade to a Resource Management Account or Business Services Account BSA or add any of the RMA or Business Services Account BSA features or services. You agree that once approved, the requested features or services will be subject to the terms and conditions of the New Account booklet and Client

Relationship Agreement in effect at the time the service is requested. You will receive the terms and conditions governing the features or services you request, which will be deemed incorporated by reference into your existing Account agreement(s). Your use of any added or different feature or service will constitute your acceptance of the terms and conditions provided to you in the future.

i. Check Writing

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

j. UBS American Express® Card

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

k. UBS VISA Signature Credit Card

If you and/or any joint account holder(s) have expressed an interest in obtaining one or more UBS Visa Signature credit cards (each a "Credit Card") for the individual(s) listed on your Account

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

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

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

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

By signing below, you agree that (a) you are at least 18 years old and a permanent resident of the United States, (b) you have reviewed and accept the UBS Visa Signature Credit Card Terms and Conditions provided to you with this Client Relationship Agreement and (c) all information

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

Your checks will be sent to you under separate cover after your Account has been approved.

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

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

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

You may enroll in the Bill Payment and Electronic Funds Transfer Service by completing the appropriate forms included in the "Optional Forms" section of your New Account booklet and returning them with your signed Client Relationship Agreement.

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

See the UBS Statement of Credit Practices

provided to us was provided truthfully and completely.

L. Bill Payment and Electronic Funds Transfer Service

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

Please Note: Individual Retirement Accounts and Basic Investment Accounts cannot process Electronic Funds Transfers via ResourceLine

You agree to maintain sufficient balances to cover your bill payments and electronic funds transfers on the process date described below or on such other date we debit your Account for the bill payment or electronic funds transfer. You understand that we are not liable for any overdraft or insufficient funds situation caused by your payments or transfers, and you agree to repay any overdraft or insufficient funds on demand. If an erroneous payment or transfer is made, you authorize us to make a debit or credit to your Account to correct it, provided the correction is made in accordance with applicable laws, rules and regulations.

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

M. Security Interest

As security for the payment of all liabilities or indebtedness presently outstanding or to be incurred under this or any other agreement between you and any UBS Entity, you hereby grant to each UBS Entity a security interest in and lien on any and all Property held or carried by any UBS Entity for you or on your behalf in or credited to any UBS Account(s), and in any other Account with 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 other UBS Entity for purposes of perfecting, maintaining and enforcing the security interests granted hereunder or by operation of law and each UBS Entity acting in the capacity of a deposit bank, securities intermediary or commodities intermediary, as the case may be, hereby agrees to follow the instructions and entitlement orders of each other UBS Entity with respect to the Property as a secured party hereunder, in each case without further consent by you. You hereby authorize and direct each such UBS Entity to follow the instructions and entitlement orders of each other UBS Entity, as applicable.

N. Liquidation of Collateral or Account

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

O. USA Patriot Act

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information and documentation identifying each Accountholder. Therefore, when you open an Account, we will ask for your name, address, date of birth and other identifying information about you. We may ask to see your driver's license or other identifying documents. We may also screen your name against various databases to verify your identity. If we are unable to

verify your identity, we have the right, at any time and without prior notice,

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

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

P. Credit Report

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

Q. Your Privacy

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

R. Entire Agreement and Changes to the Agreement

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

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

S. Applicable Law

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

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

T. Non-Primary Residence Address for Mailing Purposes

Until you notify us otherwise in writing, we will use the Address of Record noted on the Signature Page(s) for all notices, correspondence and for the disbursement of Property, except that we may in our discretion require additional documentation regarding this authorization. We will not telephone you to confirm receipt of Property or require a signed written confirmation from you acknowledging transmittal of Property. You may designate a different non-primary residence address as the Address of Record by having all Account Holders complete an authorization form available from your Financial Advisor.

U. Arbitration

This Agreement contains a predispute arbitration clause. By signing this 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 presumed to be 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 discovery, such as documents, witness statements and other information is

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

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

Please have all Account holders sign the attached Signature Page and return it to us in the enclosed Business Reply Envelope. A duplicate copy for your records is included in this New Account booklet.

"Property" includes, but is not limited to, securities, 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 with us.

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

generally more limited and different in arbitration than in court proceedings.

- The arbitrators do not have to make factual findings or explain the reason(s) for their award.
- The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
- The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.
- The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this Agreement.
- You agree, and by opening an account for you, UBS Financial Services Inc. or UBS International Inc. or UBS Financial Services Incorporated of Puerto Rico, as applicable, agrees, and by carrying an account for you UBS Financial Services Inc. agrees, that any controversy, claim or issue in any controversy which may arise between you and UBS Financial Services Inc., or you and UBS International Inc. or you and UBS Financial Services Incorporated of Puerto Rico, that occurred prior, on or subsequent to the execution of this Agreement, including but not limited to, any controversy, claim or issue in any controversy concerning any account(s), transaction, dispute or the construction, performance or breach of this Agreement or any other agreement (whether entered into prior, on or subsequent to the date hereof) shall be determined by arbitration. Any arbitration under this Agreement shall be held under and pursuant to and be governed by the Federal Arbitration Act, and shall be conducted before an arbitration panel convened by the Financial Industry Regulatory Authority (FINRA), or any other national securities exchange's arbitration forum upon which UBS Financial Services Inc. or, for accounts opened with UBS International Inc., UBS International Inc. is legally required to arbitrate the controversy with you, including where applicable, the Municipal Securities Rulemaking Board. Such arbitration shall be governed by the rules of the organization convening the panel. The award of the arbitrators, or of the majority of them, shall be final, and judgment upon the award rendered may be entered in any court of competent jurisdiction.
- No person shall bring a putative or certified class action to arbitration, nor

seek to enforce any pre-dispute arbitration Agreement against any person who has initiated in court a putative class action; 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:

- i. THE CLASS CERTIFICATION IS DENIED; OR
- ii. THE CLASS IS DECERTIFIED; OR
- iii. THE CUSTOMER IS EXCLUDED FROM THE CLASS BY THE COURT.

Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein.

- You expressly agree that service of process in any action shall be sufficient if served by certified mail, return receipt requested, at your last address known to UBS.

You expressly waive any defense to service of process as set forth above.

UBS Corporate Signature Page

ALL AUTHORIZED INDIVIDUALS MUST SIGN BELOW TO ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS OF THE UBS CLIENT RELATIONSHIP AGREEMENT, AND TO WARRANT THAT YOU HAVE FULL POWER UNDER THE CORPORATE RESOLUTIONS TO SUBMIT VALID ORDERS AND OTHER INSTRUCTIONS ON BEHALF OF THE CORPORATION.

AFTER SIGNING, PLEASE REMOVE THIS DOCUMENT AND RETURN IT IN THE ENCLOSED BUSINESS REPLY ENVELOPE AS SOON AS POSSIBLE. 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, a 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 identifying documents that will allow us to identify you.

Warren County School District

For Business Services Account(s):

PP04657

PP04656

J. Petter Turnquist, Director of Business Services

Date

Address of Record:

185 Hospital Drive

Warren, PA 16365

The undersigned, as Secretary or Assistant Secretary of _____
("Corporation"), a corporation duly organized and existing under the laws of _____, hereby certifies that the foregoing Agreement was duly adopted by the Board of Directors at a duly called meeting or by unanimous consent, and the Agreement remains in full force and effect and are in accord with and pursuant to the Corporation's Charter, by-laws and applicable law, and the Corporation 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 Corporation, hold in the Corporation 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 Corporation at _____
this _____ day of _____, 2009.

Secretary or Assistant Secretary

School Board President

SIGN AND RETURN TO UBS