INVESTMENT MANAGEMENT DOWNLOAD AGREEMENT

BETWEEN

UBS FINANCIAL SERVICES INC.

AND

____

INVESTMENT MANAGER DOWNLOAD AGREEMENT

This Investment Manager Download Agreement ("**Agreement**") is entered into this ____day of____, 20__, ("Effective Date"), by and between____with its principal place of business at ____(“**Subscriber**”) and **UBS Financial Services Inc.,** with a place of business at 1000 Harbor Boulevard, Weehawken, New Jersey 07086 (the "**Firm**").

WHEREAS, Subscriber is an investment manager available on the Firm's investment advisory platform, or otherwise manages assets for clients with accounts at UBS; and

WHEREAS, Subscriber has requested the ability to obtain data download for the purpose of reconciling trades for UBS-FS client accounts for which Subscriber has full discretionary trading authority, serves as custodian, trustee or otherwise has client authority to access account information and activity as contemplated under this Agreement; and

WHEREAS, the Firm desires to allow Subscriber to receive UBS-FS Data (as defined below) through certain communications software, as the case may be, Power User, Security APL, Checkfree APL, Advent Point to Point or ACD (each a "Communication Software"); and

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the adequacy and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. UBS DATA

For purposes of this Agreement, "UBS Data" consists of, collectively, a database of securities and investment instruments downloaded, assembled, maintained, and updated by the Firm against client confirmations and statements for accounts of UBS client(s) who have authorized UBS in writing to Subscriber.

2. INDEPENDENT AND NON-EXCLUSIVE RELATIONSHIP

a) The parties acknowledge and agree that this Agreement and the services provided hereunder are not intended to be, shall not be deemed to be, or treated as, a general or limited partnership, association or joint venture or agency relationship between Subscriber and the Firm.

b) The parties acknowledge and agree that this Agreement is not exclusive with respect to any Subscriber, and that the Firm has agreements and relationships with numerous parties other than Subscriber while acting as agent on behalf of its brokerage and advisory customers.

3. SERVICES TO BE PERFORMED BY THE FIRM.

The Firm will:

a) provide Subscriber with an interface for the Communication Software and instructions necessary to perform the daily download of the UBS Data;

b) be responsible for ensuring the complete transmission of the UBS Data files to Subscriber's computer system(s);

c) endeavor to resolve any problems encountered during the download process or discovered by Subscriber during the UBS Data verification process;

d) assist, when practicable, in coordinating and expediting third-party vendor problems. However, the Firm does not assume responsibility with regard to resolution of such problems. All questions and problems related to third-party vendor software packages (e.g., Advent-Axys, BPS, Broker's Helper, Broker's Notebook, Centerpiece, the Professional Portfolio, Security APL, Checkfree APL, etc.) should be directed to such vendor.

4. SERVICES TO BE PERFORMED BY SUBSCRIBER. Subscriber will:

a) strictly adhere to the daily download schedule as set forth by the Firm;

b) verify the accuracy of all data, including UBS Data, transmitted via the daily download against the respective client account(s) confirmations and statements;

c) notify the Firm promptly upon receipt and discovery, of any problems or discrepancies in the daily download of UBS Data;

d) back-up all client data and systems on at least a daily basis and store and maintain back-ups at an off- site location as part of a reasonably adequate disaster recovery plan;

e) Store/maintain the data in compliance with books and records rules and regulations applicable to Subscriber by virtue of its business.

5. LIMITATIONS ON THE USE OF, AND RELIANCE ON, UBS DATA. Subscriber acknowledges and agrees that:

a) the UBS Data received through the portfolio management download does not represent and should not in any way be construed as books or records of the Firm.

b) the UBS Data will not be used for trading purposes or provided to clients in any way.

c) Subscriber will use only the information contained in the Firm official account statements and confirmations to reconcile trading activity.

d) Subscribers who participate in the Firm's separately managed accounts and unified managed accounts programs including, ACCESS, Strategic Wealth Portfolios, Advisor Allocation and MAC programs and such other programs which UBS-FS, in its discretion, may make this service available from time to time, may use the UBS Data to report client account activity only as permitted under their individual program agreements with the Firm and pursuant to the policies and procedures of the applicable program.

e) Subscriber may not provide the UBS Data or other data and information contained in the portfolio management download to any party unless the beneficial owner(s) of the UBS account(s) have authorized the sharing of information in writing.

f) Subscriber is entitled to, and will receive, UBS Data only for those accounts for which a Firm client has authorized Subscriber to receive duplicate confirmations/statements as part of Subscriber's participation in the Firm's investment advisory programs, or as the client has otherwise authorized Subscriber to receive from UBS by executing the client authorization form in connection with these services.

6. RELATIONSHIP WITH CUSTOMERS

a) The terms and conditions of this Agreement do not amend or otherwise change or expand the respective individual obligations of each party to their customers pursuant to their respective contracts with customers, applicable laws, rules and regulations, including, without limitation, applicable federal and state rules and regulations, including those promulgated by the U.S. Securities and Exchange Commission ("SEC"), FINRA, the New York Stock Exchange and state securities or "blue sky" commissions.

b) Each party has the sole and exclusive responsibility to review and supervise the accounts of its customers for compliance with the applicable laws, rules and regulations, to ensure it has a reasonable basis to make any recommendations to its customers, to ensure compliance with, or exemption from, filing or registration requirements under state and local securities or "blue sky" laws, and to advise such customers, whether or not such transactions are instituted by either of the parties or their respective officers or employees, or by any registered investment adviser.

7. REPRESENTATIONS AND WARRANTIES

a) Subscriber represents and warrants that, as of the date of execution and during the term of this Agreement, Subscriber:

(i) is and will remain a registered investment adviser in good standing of the SEC as well as in all other required states or jurisdictions, or is exempt from registration under the Investment Advisers Act of 1940, as amended, or the laws and regulations of such other states and jurisdictions and that it fulfills and will continue to fulfill all conditions or requirements associated with such registration or exemption;

(ii) has all the requisite authority in conformity with all applicable laws, rules, and regulations, and is empowered and authorized to enter into this Agreement;

(iii) as obtained client authority to obtain the UBS Data requested hereunder; and will notify the Firm immediately upon the revocation of such authorization;

(iv) will provide the Firm with immediate notice should if any of its representations, covenants and warranties in this Agreement are materially altered or terminated;

(v) is in compliance and will remain in compliance with the applicable customer protection and financial reporting requirements of the SEC and/or securities association of which Subscriber is a member, and the administrative requirements of every state in which Subscriber is licensed as a registered investment adviser.

b) the Firm represents and warrants that as of the date of execution and during the terms of this Agreement, the Firm:

(i) is and will remain duly licensed and in good standing as a broker/dealer and investment adviser under applicable laws, rules, and regulations.

(ii) has all the requisite authority in conformity with all applicable laws, rules, and regulations, and is authorized and empowered to enter into this Agreement.

c) Additional Representations, Warranties and Acknowledgements of the Parties. Each of the parties hereto hereby represents and warrants to each other party that:

(i) it is in compliance with the applicable rules and regulations that apply to it by virtue of its business has established policies and procedures reasonably designed to ensure compliance with such applicable rules and regulations;

(ii) There are no material suits, actions, claims or proceedings pending or, to its knowledge, threatened in writing in any court or before or by any governmental or administrative body, nor have there been any such material suits, actions, claims or proceedings, to which it is a party, which, in each case, would be reasonably expected to have a material adverse effect on the performance of their obligations under this Agreement;

(iii) The execution and delivery by it of this Agreement, its incurrence of the obligations set forth in this Agreement and its consummation by itself, its affiliates or persons acting on their behalf of the transactions contemplated herein will not constitute a breach of, or default under, any instrument by which it is bound or any order, rule or regulation applicable to it of any court of any governmental body or administrative agency having jurisdiction over it which would have a material adverse effect on its ability to fulfill its obligations under this Agreement;

(iv) Each of the undersigned is a duly authorized representative or agent of the applicable Party with sufficient knowledge about the transactions contemplated herein to make the statements/representations set forth herein, and has the full power and authority to execute this Agreement on behalf of the applicable Party; and

(v) It shall notify the other Parties promptly, and in writing, pursuant to the notice requirements of this Agreement, if any of its statements/representations in this Agreement become inaccurate, or cease to be true and correct in any material respect.

8. TERM AND TERMINATION

(a) This Agreement shall become effective upon the date this Agreement is fully executed by the Parties.

(b) This Agreement may be terminated upon five (5) days prior written notice by either party to the other. Such termination will not affect the responsibilities or obligations of the parties hereto arising from matters initiated prior to such termination. The provisions of Sections (6 Relationship with Customers), (9 Indemnification), (11 Confidentiality and Non-Disclosure Agreement), and (14 Non-Use of Firm Name) shall survive the termination of this Agreement.

(c) Notwithstanding the foregoing, this Agreement will terminate automatically without the requirement of written notice (i) in the event of its "assignment" (as defined in the Advisers Act) for which consent is not obtained as described above; or (ii) at such time as Subscriber terminates or is terminated from participation on the Firm's investment advisory programs.

9. INDEMNIFICATION

(a) Errors, misunderstandings, or controversies, except those specifically otherwise covered in this Agreement, between the Firm clients' accounts and the Firm or any of its employees, which shall arise out of acts or omissions of Subscriber or any of its employees, shall be the sole and exclusive responsibility and liability of Subscriber.

(b) Subscriber shall indemnify and hold the Firm harmless from any loss, liability, damage, cost, or expense (including but not otherwise limited to reasonable fees and expenses of legal counsel) which the Firm may incur or sustain in connection therewith or under any settlement thereof.

(c) In addition, Subscriber hereby agrees to indemnify, defend and hold harmless the Firm and its directors, officers, employees, and Affiliates from any and all actions, causes of action, claims, demands, losses, liabilities, expenses and damages (including reasonable attorney fees and other costs of defense at all stages of proceedings and preparation) arising out of or in connection with any breach of this Agreement (including any Schedules to the Agreement) or Subscriber's use of the UBS Data or Communications Software.

(d) The indemnification provisions in this Agreement, shall remain operative and in full force and effect, regardless of the termination of this Agreement, and shall survive any such termination.

10. DISCLAIMER AND LIMITATION OF LIABILITY

Neither the Firm nor its licensors, principals, partners, directors, officers, or employees, shall be liable even if negligent to Subscriber or any other person for any incompleteness, inaccuracy, unavailability, error or untimeliness in the UBS Data or results obtained by using the UBS Data, except as otherwise expressly provided in this Agreement.

THE FIRM SHALL NOT BE LIABLE (a) FOR ANY DAMAGES ARISING OUT OF SUBSCRIBER'S USE OF THE UBSDATA OR COMMUNICATION SOFTWARE, (b) FOR ANY INACCURACY IN THE UBS DATA DUE TO ANY CAUSE WHATSOEVER, OR (c) FOR ANY INTERRUPTION, DELAY OR DISCONTINUATION OF USE OF THE UBS DATA DUE TO ANY CAUSE WHATSOEVER.

IN NO EVENT SHALL THE FIRM OR ITS LICENSORS BE LIABLE UNDER ANY THEORY OF LIABILITY FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOSS OF USE, INTERRUPTION OF BUSINESS, LOSS OF BUSINESS PROFITS, AND LOSS OF BUSINESS INFORMATION, ON ACCOUNT OF ENTERING INTO OR RELYING ON THIS AGREEMENT, EVEN IF THE FIRM HAS EVER BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Subscriber shall neither seek nor enforce any judgment or deficiency arising from this Agreement against the Firm's Affiliates, licensors, principals, partners, agents, or employees. Any judgment or deficiency against the Firm arising from this Agreement shall be satisfied out of the assets of the Firm only and shall not be satisfied out of the assets of such other persons or entities.

11. CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT ("NDA").

the Firm and/or one or more of its affiliated company's grants to Subscriber and Subscriber accepts, in accordance with the terms and conditions of the Agreement, access to certain client confidential information, as authorized by the Firm's client, which will be related during the course of the Agreement. In consideration of the exchange of such confidential information in connection with this relationship, Subscriber agrees that during the course of the Agreement and at any time thereafter:

a) Subscriber acknowledges that in the course of performing their responsibilities under the Agreement, it or its employees may be exposed to, or acquire, information which is proprietary and confidential to the Firm, its affiliated entities (including without limitation it's direct and indirect subsidiaries, affiliates, and parents), or either of their clients ("Proprietary Information"). Subscriber acknowledges and agrees that all Proprietary Information is valuable to the Firm, and notwithstanding any public disclosure thereof by any other source, is confidential and proprietary to the Firm and may be protected by civil law and criminal law, and, where appropriate, by the law of copyright. Subscriber agrees to maintain all Proprietary Information in confidence as provided for herein.

b) Without limiting the generality of the term as described above, "Proprietary Information" of the Firm shall also include, without limitation, any and all of its:

(i) trade secrets;
(ii) technical know-how, product specifications, engineering data, and other information related to hardware design and construction;
(iii) computer source code, flowcharts, design documents and specifications, pseudocode, and other related documentation;
(iv) systems, plans, processes, procedures, data files, or research and development information;
(v) the Firm client and prospective client information and lists, marketing plans and surveys, and other marketing information;
(vi) other similar information which the Firm considers and treats as confidential; and,
(vii) any other information which the Firm communications to the other party as being confidential.

c) With respect to all Proprietary Information, in whatever form, Subscriber represents, warrants and covenants:

(i) to maintain such information in confidence;
(ii) to use such Proprietary Information solely for the provision of services as contemplated by the Agreement;
(iii) to allow access of Proprietary Information or any portion thereof only to its officers, directors, and employees ("Personnel") who are directly concerned with Subscriber's use of disclosed information or such portion thereof as deserved necessary to permit enforcement of by Subscriber; and
(iv) to advise each of Subscriber's Personnel who may be exposed to the Proprietary Information of their obligations to keep the Proprietary Information confidential. Subscriber shall not otherwise allow disclosure of Proprietary Information.

d) Notwithstanding the above, Subscriber shall have no obligations with respect to Proprietary Information which:

(i) was previously known to Subscriber free of any obligation to keep it confidential;
(ii) is or becomes part of the public domain without breach of this NDA;

(iii) is received from a third party without breach of this NDA and without confidentiality restrictions;
(iv) is made available, without confidentiality restrictions, to a third party by the Firm or someone acting under the Firm's authority and control;
(v) is independently developed without reference to or use of the Proprietary Information received under the Agreement; or
(vi) is approved for release by written authorization of a duly authorized representative of the Firm.

e) Subscriber may use Proprietary Information only as expressly permitted by the terms and conditions of this NDA and the Agreement. Subscriber will not use any Proprietary Information for the benefit of anyone other than the Firm.

f) Subscriber will not copy, reprint, duplicate, recreate, share rent or in any other way communicate in whole or in part, alone or in combination with anything else, any Proprietary Information without the prior express written consent of the Firm.

g) This NDA can only be modified by a written agreement duly signed by the persons authorized to sign agreements on behalf of each of the Firm and of Subscriber, and variance from the terms or conditions of this NDA will be of no effect.

h) If any provision or provisions of this NDA shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or be impaired thereby.

i) Subscriber and the Firm agree that this NDA is the complete and exclusive statement of the Agreement between the parties as to the subject matter hereof and supersedes all communications between the parties related to the subject matter of this NDA.

j) A waiver of a breach or default under this NDA shall not be a waiver of any other or subsequent breach or default. The failure or delay in enforcing compliance with any term or condition of this NDA shall not constitute a waiver of such term or condition unless such term or condition is expressly waived in writing.

k) This NDA shall be binding upon the parties hereto and inure to the benefit of the parties hereto, their respective successors and permitted assigns in perpetuity.

l) Subscriber’s obligations under this NDA shall survive any termination of the Agreement.

12. <u>FUTURE ASSURANCES</u>

Each party hereto will, at its expense, promptly and duly execute and deliver to the other party hereto such further documents and assurances and take such further actions as such other party may from time to time reasonably request in order to more effectively carry out the intent and purpose of this Agreement and the rights, interest, and remedies intended to be created in favor of the other party and any permitted assignee thereof.

13. <u>SEVERABILITY</u>

In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and the invalid, illegal or unenforceable provision shall be replaced by a mutually acceptable provision, which, being valid, legal, and enforceable, comes closest to the intention of the parties underlying the invalid, illegal or unenforceable provision.

14. NON-USE OF THE FIRM NAME

a) Subscriber may not hold itself out as, advertise or in any way represent that it is the agent of the Firm, any attempt to do so, may result at the Firm's discretion, in the immediate termination of this Agreement without liability, and Subscriber shall be liable for any loss, liability, damage, cost or expense (including but not otherwise limited to reasonable fees and expenses of legal counsel) sustained or incurred by the Firm as a result of such representation of agency or apparent authority to act as an agent of the Firm or agent by estoppel.

b) Should Subscriber in any way attempt to hold itself out as, or advertise or in any way represent that it is, the agent of the Firm or any of the subsidiaries or companies controlled directly or indirectly by or affiliated with the Firm, the Firm may, in its discretion, immediately terminate the Agreement and Subscriber shall be liable for any loss, liability, damage, cost or expenses (including but not otherwise limited to reasonable fees and expenses of legal counsel) sustained or incurred by the Firm as a result of such a representation of agency or appearance of authority to act as an agent of the Firm or agency by estoppel.

c) Subscriber shall not, without having obtained the prior written approval of the Firm, agree to place or place any advertisement in any newspaper, publication, periodical or any other media if such advertisement in any manner makes reference to the Firm, to any person or entity that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with the Firm and to the clearing arrangements and/or any of the services embodied in this Agreement.

15. ASSIGNMENT

This Agreement may not be amended, modified, transferred, or assigned (as defined under the Investment Advisers Act of 1940, as amended) without the express prior written consent of both parties hereto. Any attempt to transfer or assign this Agreement or any of its rights, duties, or obligations under this Agreement without such consent is void; provided, however, that an assignment or delegation by the Firm to an affiliate capable of providing the services contemplated herein pursuant to an internal restructuring of UBS and affiliated entities will not constitute an assignment and will not require consent from Subscriber. UBS agrees to notify Subscriber in writing of such assignments.

16. AMENDMENT

This Agreement may not be modified except upon written agreement by the Firm and the Subscriber. Any supplement, amendment or modification of this Agreement shall be binding upon the parties if it has been made in writing and signed by authorized representatives of both parties.

17. GOVERNING LAW AND ARBITRATION

This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of New York, without regard to the choice of law principles thereof. Any dispute or controversy arising hereunder between or among the parties hereto, or in respect of any other matter, cause or thing whatsoever not herein otherwise provided for, shall be submitted to arbitration in New York, New York, before a single arbitrator, which is agreed to by all parties, in accordance with the rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrator may be entered by one party in any court having jurisdiction hereof without prior notice to the other party. The cost of such arbitration shall be borne by each of the parties to such dispute, and in such proportion as the arbitrators shall determine to be equitable, or in the event of their failure to so determine, the said cost shall be borne equally.

18. WAIVER

Any delay or failure of either party to insist upon the performance of any terms or conditions of this Agreement or to exercise any right or privilege conferred in this Agreement or the waiver of enforcing penalties resulting from any breach of any terms and conditions of this Agreement, shall not be construed as waiving or limiting any such terms, conditions, rights, or privileges, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

19. NOTICES

Any notice, demand, acknowledgment, or other communication, which under the terms of this Agreement or otherwise, must be given or made by either party, shall, unless specifically provided otherwise herein, be in writing, and shall be given or made by electronic, facsimile, or similar communication, or by certified or registered mail, and addressed to the respective parties as follows:

To SUBSCRIBER:

____
____
____
Attn: _

To the Firm:
UBS FINANCIAL SERVICES INC.
1000 Harbor Blvd.
Weehawken, New Jersey 07086
Attn: ACS Client Reporting

With a Copy To:
UBS FINANCIAL SERVICES INC.
1000 Harbor Blvd., 8th Floor
Weehawken, New Jersey 07086
Attn: Legal Department Vendor Contracts

20. ENTIRE AGREEMENT.

This Agreement, together with its schedules and exhibits including the Confidentiality Agreement for Non-Disclosure constitutes the entire Agreement between the parties hereto, and supersedes all other representations, agreements, understanding, oral or other otherwise between the parties with respect to the matters contained herein. In the event there is a conflict or inconsistency exist between the terms and conditions of this Agreement and any attachment and/or documents included or incorporated by reference in this Agreement, the terms and conditions of this Agreement shall prevail.

21. HEADINGS

The headings contained in this Agreement are embodied herein for the purpose of convenience or reference only and shall not limit or affect any of the terms or conditions hereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and do each hereby warrant and represent that their respective signatories whose signatures appear below have been and are on the date of this Agreement duly authorized by all necessary and appropriate corporate action to execute this Agreement.

________________________	**UBS FINANCIAL SERVICES INC.**
By:______________________________	By:______________________________
Name:____________________________	Name:____________________________
Title:_____________________________	Title:_____________________________
Date:_____________________________	Date:_____________________________

UBS FINANCIAL SERVICES INC.

By:______________________________

Name:____________________________

Title:_____________________________

Date:_____________________________