

PowerUser Download Agreement

Date:

Firm name:

Address:

Address:

The beneficial owner(s) of the UBS accounts listed on Exhibit A have directed and authorized UBS Financial Service Inc. to provide you with a download of UBS account data.

By signing this agreement (this "Agreement"), you acknowledge and agree that UBS Financial Services Inc. will provide you with access and a password to a web-based platform where UBS Financial Services Inc. collects or acquires, produces and distributes certain data and financial information ("UBS Data") for client accounts, including those listed on Exhibit A attached hereto and made a part hereof, and such other accounts as may be added from time to time per the client's request ("Client Accounts"). UBS Data for the previous day's transactions will be sent to you on a daily basis. Please notify the UBS Financial Services Inc. Financial Advisor handling the Client Accounts as soon as practicable, of any problems or discrepancies in the UBS Data.

You will be responsible for any vendor application or interface software. All questions and problems relating to a vendor application or interface software must be directed to the vendor directly.

UBS Data will be used either by you, or your designee, to generate reports for the purpose of analyzing the holdings of the Client Accounts. Please be aware that UBS Data is preliminary in nature and is subject to change prior to being incorporated into the confirmations, account statements and performance reports generated for the Client Accounts. The UBS Data you receive pursuant to this Agreement does not represent and should not in any way be construed as the books and records of UBS Financial Services, Inc. and may not be used for trading purposes or relied upon in making an investment or liquidation decision.

By agreeing to receive UBS Data, you acknowledge and agree that none of UBS Financial Services Inc., its principals, directors, officers or employees, shall be liable, even if negligent, to you or any other person for any incomplete, inaccurate, unavailable, erroneous or untimely information provided in the data download and you agree to hold UBS Financial Services Inc., its principals, directors, officers, and employees harmless from any loss incurred as a result of your or your designee's use of the UBS Data. In Addition, you acknowledge that pricing differences might exist if prices are changed on the books and records of UBS Financial Services Inc. after the security has been priced.

If you skip or do not process a download correctly, you may be missing data or cancellations that were processed. If the UBS Financial Services Inc. back-office or the mainframe programs incorrectly process an event, you may need to manually correct the transactions that were provided in the download. If the issue can be corrected automatically through the download, then a cancellation an updated / corrected transaction record will be sent to you. UBS Financial Services Inc. may not fully provide all data relating to re-organization transactions. This may result in an incorrect allocation of securities or cost basis. You are responsible for correcting this if needed. UBS Financial Services Inc. has the right to terminate the transmission of data at any time and is not obligated by rule or regulation to continue to supply this information to you.

By signing this agreement, you agree to abide by UBS security procedures when accessing information and/or UBS Financial Services Inc. systems pursuant to this and any related agreements. For example, such procedures require

- that you agree to provide and/or update, upon request of UBS Financial Services Inc., certain information about yourself, your officers, employees, or independent contractors and consultants having access to information provided under this agreement to successfully satisfy security screening of such individuals; and
- immediately notify UBS Financial Services Inc. in the event of any security breach or password compromise in connection with UBS Financial Services Inc. systems or data.

Furthermore, you agree to indemnify and hold UBS Financial Services Inc., its principals, directors, officers, and employees harmless from any loss incurred as a result of your or your employee's or designee's access or attempted access to UBS Financial Services Inc. systems in connection with this Agreement.

This Agreement supersedes all prior agreements and understandings between the parties related to the subject matter hereof and is intended by the parties as the complete and exclusive statement of the terms and conditions of this Agreement.

Please do not hesitate to contact us if you have any questions,

Sincerely,

UBS Financial Services Inc.

AGREED AND ACCEPTED

By: _____

Name: _____

Title: _____

Date: _____



UBS Financial Services Inc.

Exhibit A